



Locust City Council Meeting

Agenda

Joel Huneycutt Community Room

7:00 PM

October 10, 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 September 12, 2024	Amy Furr
Reports:	• September 12, 2024 Minutes	
	5. Financial Reports	
	• Financial Summary - September 2024	
Department Reports:	6. Mayor's Report	Mayor Huber
	7. Manager's Report	Cesar Correa
	• Disposal of Obsolete LPD Equipment	
	• Retail Strategies - Update on Market & Demographics	
	• Purchase Orders	
	• Budget Amendments - FY 24	
	8. Administration/HR	Harry Fletcher
	9. Parks	Mandy Watson
	10. Facilities	Barry Sims
	11. Public Works	Larry Baucom
	• Wastewater Report - September 2024.	
	12. ABC, Economic Development & Small Business Support	Rusty Efird
	13. Public Safety	Roger Hypes
	• Monthly Report - September 2024.	
	• Introduction of new LPD Officer - Officer Jerry Wallace	
	14. Planning & Zoning	Mike Haigler

- Monthly Report - September 2024.
- Schedule Public Hearings
- Voluntary Annexation Request - 9782 Quail Run Rd.

15. Public Comment Period:

16. Board Closing Comments

17. Adjourn

Next Scheduled Council Meeting - November 14, 2024.



Locust City Council

Minutes Joel Huneycutt Community Room

7:00 PM

September 12, 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 7:00pm

2. Presentation of Colors, Prayer

Mayor Huber led in the Pledge of Allegiance and Council Member Roger Hypes gave the invocation

3. Adopt Agenda

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

4. Minutes - adopt August 8, 2024

M/S/A Council Members Harry Fletcher and Rusty Efird (7-0)
Motion to adopt the August 8, 2024 minutes

August 8, 2024

5. Financial Reports

City Manager Cesar Correa reviewed the financial summary noting that the General Fund expenditures exceed revenues by \$568,361.71 and to please remember that this is standard for the first few months of the fiscal year. By the next meeting, our property tax revenue will start coming in, and the budget will look much better. Also that the Wastewater Fund expenditures exceed revenues by \$589,101.29 I'm happy to report that we received a reimbursement from NCDEQ last month in the amount of \$1,313,858 We have also been able to

connect with NCDEQ to have a better understanding of when we will be reimbursed. We also received another reimbursement from NCDEQ and should be receiving another one soon. We had our auditors in the office last week. Originally, they were scheduled to be here all week. However, Finance Director Stephania Morton did such a good job providing the required information that the auditors were able to finish in just 3 days. Despite their best efforts, they could not find any material deficiencies. They are confident our audit will be submitted to the LGC by the October 31st deadline, and we should expect them to present the audit report to Council during the December Council meeting.

Financial Summary - August 31, 2024

6. Mayor's Report

Mayor Huber recognized Chief of Police Jeff Shew and he took an opportunity to recognize SRO Daniel Longtin and Sgt. Tucker for their efforts/success in the Junior Detective Summer Camp. They were presented with the Community Service Commendation and the Commendation for Leadership, respectively. Also we are pleased to inform you that we've received 2 (two) prestigious awards from the Government Finance Office Association (GFOA) last month. Both awards were presented to the Council. They were as follows: The Certificate of Achievement for Excellence in Financial Reporting. This award was established to "encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure" This is our 2nd year in a row receiving this award and the Distinguished Budget Presentation Award. This award reflects the commitment of the governing body and staff to meeting the highest principles of governmental budgeting. This is our 4th year in a row receiving this award.

LPD Recognition

Presentation of GFOA Awards

7. Manager's Report

City Manager Cesar Correa reviewed the Engineering Proposal for the Market Street/USPS Connector. Public Works Director Tim Flieger assisted in receiving quotes from engineering firms to design the new connector road from Market Street to the USPS. We are prepared to make a recommendation to award the contract to Chambers Engineering. The amount of the contract for the design, which includes surveying costs, is \$13,900. Once design is completed, we will be able to obtain quotes for the construction work. The City issued an RFQ Award for the Coley Store Water Line. We only received one submission from Chambers Engineering to work with us on this project. As a reminder, this is a water line required for the new Kolter Homes project. The funding is supposed to come to Locust from the NC State budget. Please know that neither the City or County will spend any of our own funds until we receive confirmation that the \$2M appropriation is approved. Until then, we are positioning ourselves to be ready to start as soon as funding is confirmed. A recommendation was presented for disposition of obsolete equipment. As part of our North Basin Sewer Improvements, we had to upsize the size of 1 generator at the 200N pump station. The old generator does not fit/work with any of our other stations, and we don't have another use for it. We would like to ask for the Council's permission to dispose of this equipment using our GovDeals account. This platform allows us to auction and collect bids for the equipment in accordance with NC purchasing laws. Policy updates to the Employee Personnel Handbook were presented. Thank you to my staff for all they do.

Purchase orders were reviewed.

M/S/A Council Members Harry Fletcher and Roger Hypes (7-0)

Motion to award the contract to Chambers Engineering for the design services for the Market Street/USPS connection

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

Motion to award the contract to Chambers Engineering for the design services for the Coley Store Water Line Project

M/S/A Council Members Michael Haigler and Larry Baucom (7-0)

Motion to approve disposal of the obsolete equipment request for the not-in-use generator via GovDeals

M/S/A Council Members Harry Fletcher and Roger Hypes (7-0)

Motion to approve and adopt Personnel Handbook update to include newly enacted general statute

M/S/A Council Members Larry Baucom and Barry Sims (7-0)

Motion to approve purchase orders

Engineering Proposal for Market Street/USPS Connector

RFQ Award for Coley Store Water Line

Disposal of Obsolete Equipment

Personnel Handbook Update

Purchase Orders

8. Administration/HR

Congratulations to the City Staff on receiving the two awards presented earlier this evening and thanks to them for all they do.

9. Parks

Fall baseball and soccer have begun. Volleyball has an increase in the number of participants. Basketball registration opens on Oct 1st. This Saturday movie night featuring Kung Fu Panda 4, next Saturday is last concert featuring Chunky Daddy Band and fireworks. Farmers Market is wrapping up next week. Earlier this summer we asked for permission to advertise for volunteers to join a new Parks & Recreation Advisory Board. This was a recommendation found in our 2023 Parks & Rec Master Plan, and it's a tool to help increase our scores in various grant applications. I'm pleased to report that Emily Jones received a lot of strong applicants for this board. Park Director Emily Jones has requested the following be appointed to the Park Advisory Board for the following terms: Dr. Kara Finch - 3 year term, Blair Dover - 3 year term, Kerry Sanford - 2 year term, Rachael Cummings - 2 year term and Lucia Downer - 2 year term. After the initial term all appointments will have a 3 year term. Currently the plan is to meet the first Monday of the month at 6pm. Last month we received notification that we did not receive an award under the current funding cycle for the PARTF application. This project would've provided matching funds for new pickle ball courts in the Athletic Complex. However, we learned that additional funding is available for the accessible parks grant. We are hoping to apply

for this second round in March 2025 to receive matching funds to replace the playground equipment at the Jeff Shelton Memorial Park.

M/S/A Council Members Mandy Watson and Harry Fletcher (7-0)

Motion to appoint Dr. Kara Finch - 3 year term, Blair Dover - 3 year term, Kerry Sanford - 2 year term, Rachel Cummings - 2 year term and Lucia Downer - 2 year term to the Park Advisory Board

Appoint Parks & Recreation Advisory Board Members

10. Facilities

Met with the seniors regarding the selection of interior materials for the new Senior Center.

11. Public Works

Wastewater flow report was reviewed by Council Member Larry Baucom. Thank you to the entire department for all their hard work.

Wastewater Report - August 2024

12. ABC, Economic Development & Small Business Support

ABC store is doing well. Sales are up over last year. It's nice to see all the local business full this evening. Things are going good.

13. Public Safety

Council Member Roger Hypes reviewed the monthly statistics report. Congratulations to Sgt Tucker and Officer Longtin for their efforts in the Jr. Detective Camp. Officer of the month was Officer Tim Flieger, Jr.

Monthly Report - August 2024

14. Planning & Zoning

Council Member Michael Haigler reviewed the monthly P&Z Report. This rezoning is for a new residential subdivision off Vella Drive. The proposed project includes a total of 52 units in approximately 38 acres. The new neighborhood proposes 2 types of uses within the community, single family and age restricted. There is a total of 13 age restricted units and 39 single family units. The age restricted units will be similar to Kolter Homes, where the HOA and deed restrictions will prohibit buyers younger than 55 years old and children under the age of 18 from living in this section. The single-family homes will have a minimum lot size requirement of half acre, and a minimum lot width of 100 feet. Maverick Building is a local builder who seeks to develop and build all the units. All of the units are proposed to be built with brick, stone and or stucco. Hardy plank is also to be used, but mainly for accenting purposes instead of the primary siding material. This project received unanimous favorable recommendation from the Locust Planning & Zoning Board. Please see attached for a copy of the rezoning packet, which includes site plan and proposed elevations. If approved, an MOU outlining all of the site-specific conditions will be executed between the City and builder. Max Thomusseit with Maverick Building gave a presentation on the Frances Estates project. He gave a brief introduction and then reviewed the proposed project with site specific conditions.

Public Hearing was opened for the proposed conditional rezoning by Maverick Builders - Frances Estates at 8:02pm - No one signed up to speak
Public hearing was closed at 8:04pm

M/S/A Council Member Michael Haigler (no seconded needed) (7-0)

Motion to approve the conditional rezoning request by Maverick Builders for Frances Estates proposed on Vella Dr.

Unanimous favorable recommendation by P&Z Board

Monthly Report - August 2024

Public Hearing: Conditional Rezoning for Frances Estates

15. Public Comment Period:

Brandon Bailey - 104 S Beverly Dr - The Practice Green, indoor golf practice. He introduced himself and gave an overview of his business. Opening September 26th.

Bruce Wilhoit - 232 Christy Ln - Spoke about the upcoming fall festival to be held on Thursday, October 31st and invited Council to come out for the festivities.

16. Board Closing Comments

Thank you to all who came out this evening to see what all is going on at the City. Thank you to Max with Maverick Builders and we are looking forward to you braking ground. Welcome to the new business The Practice Green. Thank you to all the staff for all they do. Congrats to City Manager Cesar Correa and Finance Director Stephania Morton on their awards. Looking forward to all the events coming up. Thank you to Stg Tucker and Officer Longtin for their dedication to the younger generation and investing in the Jr Detective Camp. Thank you to Park Director Emily Jones and her staff for all they do at the ball fields.

17. Executive Session

M/S/A Council Members Harry Fletcher and Roger Hypes (7-0)

Motion to enter into executive session GS: 143-318.11(5) at 8:38pm

Out of executive session at 9:15pm

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

Motion to allow City Manager to negotiate purchase of properties at the corner of N Central Ave and E Market St, not to exceed \$250,000.

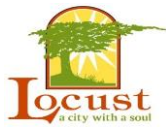
18. Adjourn

M/S/A Council Members Michael Haigler and Rusty Efird (7-0)

Motion to adjourn at 9:20pm

Amy Furr, City Clerk

Stephen Huber, Mayor



CITY OF LOCUST
FINANCIAL SUMMARY REPORT - September 30, 2024
FISCAL YEAR ENDING 6/30/2025

GENERAL FUND

	ACTUAL FY '22/'23	CURRENT BUDGET	ACTUAL 6/30/2025	Y-T-D % COLLECTED
REVENUES				
PROPERTY TAXES	\$ 2,475,800	\$ 2,200,000	\$ 1,517,054	68.96%
VEHICLE TAXES/DMV VEHICLE FEES	\$ 48,124	\$ -	\$ 8,000	0.00%
FRANCHISE TAXES	\$ 227,819	\$ 230,000	\$ 58,460	25.42%
SALES TAXES	\$ 1,598,424	\$ 1,225,000	\$ 158,713	12.96%
CABLE VISION FRANCHISE	\$ 20,399	\$ 21,000	\$ 4,488	21.37%
SOLID WASTE	\$ 278,501	\$ 265,000	\$ 190,081	71.73%
BUSINESS REGISTRATION/PERMITS	\$ 91,170	\$ 10,000	\$ 21,090	210.90%
POWELL FUND	\$ 145,838	\$ 165,500	\$ 96,433	58.27%
ALL OTHER REVENUES	\$ 1,048,095	\$ 648,000	\$ 206,774	31.91%
	<u>\$ 5,934,171</u>	<u>\$ 4,764,500</u>	<u>\$ 2,261,093</u>	<u>47.46%</u>

	ACTUAL FY '22/'23	CURRENT BUDGET	ACTUAL 6/30/2025	Y-T-D % SPENT
EXPENDITURES				
GENERAL ADMINISTRATION GOV'T	\$ 654,148	\$ 808,500	\$ 229,862	28.43%
CENTRAL SERVICES	\$ 74,203	\$ 81,750	\$ 64,506	78.91%
PUBLIC SAFETY	\$ 1,474,518	\$ 1,960,500	\$ 472,050	24.08%
PUBLIC WORKS	\$ 689,175	\$ 528,450	\$ 115,751	21.90%
POWELL FUND/STREETS	\$ 142,311	\$ 308,600	\$ 23,910	7.75%
SANITATION	\$ 512,840	\$ 500,000	\$ 98,786	19.76%
PARKS & RECREATION	\$ 471,788	\$ 575,700	\$ 141,289	24.54%
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%
	<u>\$ 4,018,982</u>	<u>\$ 4,764,500</u>	<u>\$ 1,146,153</u>	<u>24.06%</u>
Y-T-D FUND BALANCE INCREASE	<u>\$ 1,915,189</u>	<u>\$ -</u>	<u>\$ 1,114,940</u>	

Sales Tax Revenue Summary

July 2024 \$ 158,712.75 rec'd 9/13/2024

ABC Income Summary

July 2024 \$ 25,429.92 incl'd LEO Qtr Dist.
August 2024 \$ 23,390.42 rec'd 9/3/2024

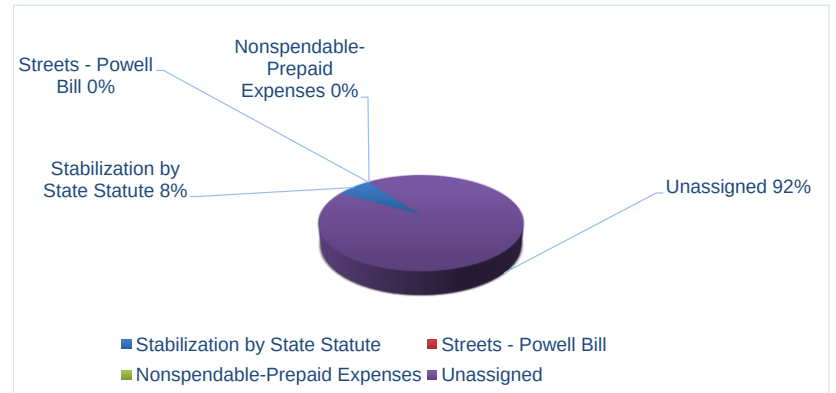
WASTE WATER FUND

	ACTUAL FY '22/'23	CURRENT BUDGET	ACTUAL 6/30/2025	Y-T-D % COLLECTED
REVENUES				
MISC INCOME	\$ 330	\$ 1,000	\$ 360	36.00%
INTEREST INCOME	\$ 75,741	\$ 10,000	\$ 7,705	77.05%
NEW DEV SEWER TAP FEES	\$ 532,500	\$ -	\$ -	0.00%
AVAILABILITY FEES	\$ 128,790	\$ 115,000	\$ 30,139	#DIV/0!
USER FEES	\$ 1,523,239	\$ 1,115,000	\$ 434,442	38.96%
SYSTEM DEVELOPMENT FEE	\$ 535,000	\$ 225,000	\$ 96,900	26.21%
FUND BALANCE RESERVES	\$ -	\$ -	\$ -	0.00%
WASTEWATER RESERVES	\$ -	\$ -	\$ -	0.00%
OTHER FEE INCOME	\$ 200	\$ -	\$ 3,035,998	0.00%
	<u>\$ 2,795,800</u>	<u>\$ 1,466,000</u>	<u>\$ 3,605,543</u>	<u>245.94%</u>

	ACTUAL FY '22/'23	CURRENT BUDGET	ACTUAL 6/30/2025	Y-T-D % SPENT
EXPENDITURES				
ADMINISTRATION	\$ 314,790	\$ 304,100	\$ 88,865	29.22%
WASTE COLLECTION & TREATMENT	\$ 540,144	\$ 1,161,900	\$ 275,922	23.75%
CAPITAL PROJ - N BASIN PS	\$ (0)	\$ -	\$ 2,434,640	0.00%
TRANSFER CAPITAL RESERVE	\$ -	\$ -	\$ -	#DIV/0!
DEBT SERVICE	\$ -	\$ -	\$ -	0.00%
	<u>\$ 854,934</u>	<u>\$ 1,466,000</u>	<u>\$ 2,799,427</u>	<u>190.96%</u>
Y-T-D FUND BALANCE INCREASE	<u>\$ 1,940,866</u>	<u>\$ -</u>	<u>\$ 806,116</u>	<u>0.00%</u>

GENERAL FUND INVESTMENT POSITIONS

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



AGREEMENT TO PROVIDE TRAINING AND RELATED SERVICES

This Agreement to Provide Consulting Services (this “Agreement”) sets forth the mutual understanding of (the “Client”) the City of Locust, North Carolina and Retail Strategies, LLC, an Alabama limited liability company (the “Consultant”) on this _____ day of _____ 2024 (the “Execution Date”), for the provision of professional consulting services as more fully set forth below.

RECITALS:

The Consultant possesses a high degree of professional skill and experience and is a unique provider of professional consulting services in retail recruitment.

The Client desires to hire the Consultant to provide professional consulting services because of its professional skill and experience.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants and agreements set forth in this Agreement, the Client and the Consultant, intending to be legally bound, do hereby agree as follows:

1. **CONSULTING SERVICES.** The Consultant agrees to provide the following professional services to the Client as detailed in Exhibit A (a copy of which is attached hereto and incorporated herein by reference) (the “Services”).
2. **TERM.** The Consultant’s engagement and provision of Services will commence upon the Execution Date as set forth above and terminate twelve (12) months after the Execution Date.
3. **CONSULTING FEE.**
 - A. **Consulting Fee.** In consideration for providing the Services, the Client agrees to pay the Consultant a consulting fee (the “Consulting Fee”) in an amount equal to \$2,000. Consultant will invoice Client immediately upon execution of the contract. Client must remit payment within fifteen (15) days of receipt of invoice. Compensation shall be fully earned when paid and as such is nonrefundable.
 - B. **Payment Default.** If the Client fails to pay any portion of the Consulting Fee on the requisite payment date, the Consultant will immediately cease all Services identified in Exhibit A. Additionally, from the date due until paid, the delinquent amount shall bear interest at the rate of one and one-half percent (1.5%) per month. If Consultant shall engage an attorney to collect any unpaid amount due hereunder, or institutes legal action to enforce the provisions of this Agreement, Consultant shall be entitled to receive from Client, in addition to such unpaid amount plus interest, a reasonable attorney fee and all expenses incurred by Consultant as awarded by a court of competent jurisdiction.

4. **CLIENT INFORMATION AND ACCESS**

A. To the extent permitted by law, the Client will provide the Consultant with access to relevant personnel, facilities, records, reports, and other information (including any information specified in the Consultant's proposal to the Client) accessible by the Client that the Consultant may reasonably request from time-to-time during the Term. The Client acknowledges and agrees that the Consultant's scheduled delivery of the Services is dependent upon the timely access to such personnel, facilities, records, reports and other requested information.

B. To facilitate such access and Consultant's delivery of the Services, the Client designates the City Manager (the "Client Representative"), currently Cesar Correa. The Client Representative will serve as the primary liaison between the Consultant and the Client.

The Client hereby authorizes the Client Representative (i) to act on behalf of the Client in the day-to-day administration and operation of this Agreement and the arrangements it contemplates and (ii) to execute and deliver on behalf of the Client, such notices, approvals, consents, instruments, amendments or other documents as may be necessary or desirable to facilitate or assist the Consultant with the provision of the Services.

5. **INTELLECTUAL PROPERTY.** As part of the Services, the Consultant will prepare periodic and final reports including demographic and other research reports that will become the property of the Client upon delivery from the Consultant. Any other reports, memoranda, electronic mail, facsimile transmissions, or other written documents prepared or used by the Consultants in connection with the Services will remain the property of the Consultant. With the Consultant's prior permission, the Client may use other information provided by the Consultant, such as specifics related to retailers, developers, site information or other "confidential information" for internal purposes while taking reasonable steps to so limit the use of such materials and maintain its confidentiality.

6. **TERMINATION.**

- A. **By the Client At-Will.** The Client may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Consultant. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- B. **By the Client Upon the Consultant's Default.** The Client may notify the Consultant within 90 days of the day that the Client knows or should have known that the Consultant breached this Agreement. The Consultant will have 30 days following receipt of such notice to cure any alleged breach. If the Consultant fails to cure any alleged breach within that 30-day period, then the Client may terminate this Agreement. Within 30 days of such termination of this Agreement, the Consultant will refund a pro-rata portion of the installment of the Consulting Fee previously paid for the contract period during which such termination occurs based upon the number of days remaining in such contract period.

- C. **By the Consultant At-Will.** The Consultant may terminate this Agreement at any time for any or no reason upon delivery of 30 days' prior written notice to the Client. Within 30 days of such termination of this Agreement, the Consultant will refund a pro-rata portion of the installment of the Consulting Fee previously paid for the period during which such termination occurs based upon the number of days remaining in such period.
- D. **By the Consultant Upon the Client's Default.** The Consultant may notify the Client within 90 days of the day that the Consultant knows or should have known that the Client breached this Agreement. The Client will have 30 days following receipt of such notice to cure any alleged breach. If the Client fails to cure any alleged breach within that 30-day period, then the Consultant may terminate this Agreement. Any portion of the Consulting Fee paid prior to such termination of this Agreement is earned when paid and nonrefundable.
- E. **Automatic Termination.** This Agreement shall automatically terminate no later than twelve (12) months after the Execution Date.

7. **NOTICES.** Any notice or communication in connection with this Agreement will be in writing and either delivered personally, sent by certified or registered mail, postage prepaid, delivered by a recognized overnight courier service, or transmitted via facsimile or other electronic transmission, addressed as follows:

Client: City of Locust, North Carolina
186 Ray Kennedy Drive
Locust, NC 28097
P. 704-888-5260 ext. 101
Email: cityadmin@locustnc.com
Attn: Cesar Correa, City Manager

Consultant: Retail Strategies, LLC
2200 Magnolia Ave. South, Suite 100
Birmingham, AL 35205
Email: sleara@retailstrategies.com
Fax: (205) 313-3677
Attention: Stephen P. Leara, Esq – EVP | General Counsel

or to such other address as may be furnished in writing by either party in the preceding manner. Notice shall be deemed to have been properly given for all purposes: (i) if sent by a nationally recognized overnight carrier for next business day delivery, on the first business day following deposit of such notice with such carrier, (ii) if personally delivered, on the actual date of delivery, (iii) if sent by certified U.S. Mail, return receipt requested postage prepaid, on the third business day following the date of mailing, or (iv) if sent by facsimile or email of a PDF document (with confirmation of transmission), then on the actual date of delivery if sent prior to 5 p.m. Central Time, and on the next business day if sent after such time.

8. **INDEPENDENT CONTRACTOR.** The Consultant, in its capacity as a professional consultant to the Client, is and will be at all times an independent contractor. The Consultant does not have the express, implied or apparent authority either (A) to act as the Client's agent or legal representative or (B) to legally bind the Client, its officers, agents or employees.

9. **STANDARD TERMS.**

- A. **Affiliated Services:** Client acknowledges that affiliates of consultant act in the capacity of a real estate brokerage service business and may earn fees for services including brokerage, development, leasing and management fees in the performance of such affiliates services which may encompass a portion of the Project. In no event will the Client be responsible for any such fees, to the extent they are earned pursuant to this paragraph.
- B. **Applicable Laws:** The Consultant will abide by all laws, rules and regulations applicable to the provision of the Services.
- C. **Insurance:** The Consultant will carry all employee insurance necessary to comply with applicable state and federal laws.
- D. **Third Party Beneficiaries:** This Agreement is for the sole benefit of the parties to this Agreement and their permitted successors and assigns. Nothing in this Agreement, whether express or implied, is intended to or will confer upon any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.
- E. **Publicity:** The Client agrees that the Consultant may, from time-to-time, use the Client's name, logo and other identifying information on the Consultant's website and in marketing and sales materials.
- F. **Entire Agreement:** This Agreement, together with any exhibits or amendments hereto, constitutes the entire agreement of the parties, as a complete and final integration thereof with respect to its subject matter. Any prior written or oral understandings and agreements between the parties are merged into this Agreement, which alone fully and completely expresses their understanding. No representation, warranty, or covenant made by any party which is not contained in this Agreement or expressly referred to herein has been relied on by any party in entering into this Agreement.
- G. **Further Assurances:** Each party hereby agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.
- H. **Force Majeure:** Neither party to this Agreement will hold the other party responsible for damages or delay in performance caused by acts of God, strikes, lockouts or other

circumstances beyond the reasonable control of the other or the other party's employees, agents or contractors.

- I. **Limitation on Liability; Sole Remedy:** Each party's liability to the other party arising out of or related to this Agreement or the Services will not exceed the amount of the Consulting Fee. The Client's sole remedy in the event of any alleged breach of this Agreement by the Consultant will be the notice, cure, and refund provisions of Section 6(B) of this Agreement.
- J. **Amendment in Writing:** This Agreement may not be amended, modified, altered, changed, terminated, or waived in any respect whatsoever, except by a further agreement in writing, properly executed by a duly authorized officer of the Consultant and the Client Representative, acting for and on behalf of the Client.
- K. **Binding Effect:** This Agreement will bind the parties and their respective successors and assigns. If any provision in this Agreement will be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not in any way be affected or impaired thereby.
- L. **Captions:** The captions of this Agreement are for convenience and reference only, are not a part of this Agreement and in no way define, describe, extend, or limit the scope or intent of this Agreement.
- M. **Construction:** This Agreement will be construed in its entirety according to its plain meaning and will not be construed against the party who provided or drafted it.
- N. **Prohibition on Assignment:** No party to this Agreement may assign its interests or obligations hereunder without the written consent of the other party obtained in advance of any such assignment. No such assignment will in any manner whatsoever relieve any party from its obligations and duties hereunder and such assigning party will in all respects remain liable hereunder irrespective of such assignment.
- O. **Waiver:** Non-enforcement of any provision of this Agreement by either party will not constitute a waiver of that provision, nor will it affect the enforceability of that provision or of the remaining terms and conditions of this Agreement.
- P. **Survival:** Section 5 and Section 9(H) will survive termination of this Agreement.
- Q. **Counterparts; Electronic Transmission:** This Agreement may be executed in counterparts, each of which will be deemed to be an original, and such counterparts will, together, constitute and be one and the same instrument. A signed copy of this Agreement

delivered by telecopy, electronic transmission or other similar means will be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

IN WITNESS WHEREOF, the Client and the Consultant have caused this Agreement to be executed by their duly authorized officers to be effective as of the Executed Date.

CLIENT:

City of Locust, North Carolina

By:
Name:
Title:
Date:

CONSULTANT:

RETAIL STRATEGIES, LLC

By: _____
Name:
Title:
Date:

EXHIBIT A

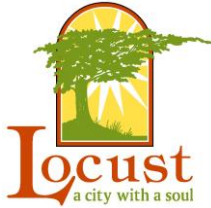
This section outlines the Services which Retail Strategies (the “consultant”) will provide to the City of Locust, North Carolina (the “client”).

A. RESEARCH

1. Mobile Data Collection from major retail node
2. Retail Gap Analysis for trade area (i.e. leakage and surplus)
3. Peer Market Identification and Trade Area Comparison Analysis
4. Peer Market Retailer Void Analysis
5. Custom demographic research – historical, current, and projected demographics – to include market trade areas by political boundaries, radius/drive times, and custom trade area
6. Identification of retail trade area using political boundaries, drive times and radii and custom boundary geographies.
7. Identification of priority retail categories for recruitment and/or local expansion
Consumer Spending Patterns and Behavior Report
- 8.
9. Tapestry Lifestyle Segmentation Analysis – psychographic profile of trade area

B. MARKETING MATERIALS

1. Development of customized marketing guide
2. Create aerial imagery of trade area(s) with traffic counts



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

Purchase Order Requests – 10/10/2024

Purchase Request # 5514

Vendor: Fortline Inc.

For: WW System Maintenance – Install New Vac Pit

Amount: \$ 1,078.49

Charge Code: 061-005-07400-53100 WW – Supplies

Remaining Budget: \$ 36,093.49

Purchase Request # 5515

Vendor: Fortline Inc.

For: WW Emergency – Vacuum Main damaged during gas line ext. project

Amount: \$ 2,477.60

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

Remaining Budget: \$ 17,072.88

Purchase Request # 5523

Vendor: Rocky River FC

For: Parks – Official Coordinator Fee for Fall Soccer 2024

Amount: \$ 1,040.00

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

Remaining Budget: \$ 47,105.57

Purchase Request # 5524

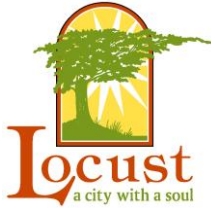
Vendor: Rocky River FC

For: Parks – Official Fees for all 2024 Fall Games

Amount: \$ 3,325.00

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

Remaining Budget: \$ 43,780.57



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Purchase Order Requests – 10/10/2024

Purchase Request # 5529

Vendor: Chambers Engineering, PA.

For: August 2024 General Engineering Fees

Amount: \$ 2,241.79

Charge Code: 061-005-07400-52103 Professional Services

Remaining Budget: \$ 25,169.39

Purchase Request # 5531

Vendor: LT Electric LLC

For: PW – Welcome Sign Electrical Service Install

Amount: \$ 1,086.12

Charge Code: 011-005-04400-53520 PW – Street Scapes

Remaining Budget: \$ 13,913.88

Purchase Request # 5539

Vendor: Carolina Lift Station LLC

For: WW Station Main-MCVS #2 work in FY 2023-2024

Amount: \$ 2,706.25

Charge Code: 061-005-0700-54103 WW – Emergency Expense

Remaining Budget: \$ 14,366.63

Purchase Request # 5541

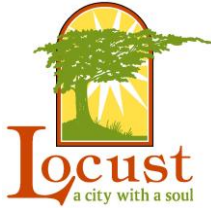
Vendor: Joseph McManus

For: Utility Patch in Learning Center Parking Lot

Amount: \$ 2,750.00

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

Remaining Budget: \$ 11,616.63



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Purchase Order Requests – 10/10/2024

Purchase Request # 5544

Vendor: Gopher Utility Services Inc.

For: WW Station Main-MCVS #2 Vacuum Controls

Amount: \$ 1,267.94

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

Remaining Budget: \$ 25,777.40

Purchase Request # 5555

Vendor: Advertise It Screen Printing

For: Volleyball Uniforms

Amount: \$ 1,107.50

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

Remaining Budget: \$ 42,673.07

Note: uniform costs are included in the sport registration fee

Purchase Request # 5558

Vendor: Fortline Inc.

For: WW System Maintenance – FM Material

Amount: \$ 2,130.12

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

Remaining Budget: \$ 9,486.51

Purchase Request # 5559

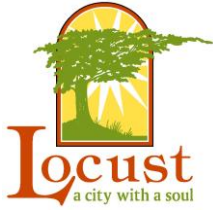
Vendor: Greenway Waste Solutions

For: WW System Maintenance – Pump/Haul FM Repair Hwy 24-27

Amount: \$ 1,575.00

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

Remaining Budget: \$ 7,911.51



City of Locust
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Purchase Order Requests – 10/10/2024

Purchase Request # 5560

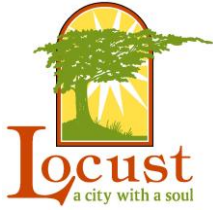
Vendor: Kimley - Horn

For: Traffic Lighting Engineering Fees – Ray Kennedy/Hwy 24-27

Amount: \$ 1,490.55

Charge Code: 011-005-04500-52107 Transportation – Mapping/Legal/Eng.

Remaining Budget: \$ 1,746.95



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Requested Budget Amendments 6/13/2024

Wastewater Fund

Revenues:

\$4,579,873.00 061-004-03000-03062 Restricted State of NC Grant Fund

\$4,579,873.00 **Total Revenue Increase**

Expenditures:

\$4,579,873.00 061-005-07500-55508 Capital Project – N. Basin

\$4,579,873.00 **Total Expenditure Increase**

Locust Wastewater
Monthly Metering

Monthly Wastewater Flow Recordings

<u>Date</u>	<u>Time</u>	<u>Meter</u>	<u>Daily Total</u>	<u>Recorded Rain Fall(")</u>
Sunday, September 1, 2024	11:59:59 PM	329119.7	329119.7	0.99
Monday, September 2, 2024	11:59:59 PM	690533.1	361413.4	
Tuesday, September 3, 2024	11:59:59 PM	1025537.8	335004.7	
Wednesday, September 4, 2024	11:59:59 PM	1338545.0	313007.2	
Thursday, September 5, 2024	11:59:59 PM	1649091.6	310546.6	
Friday, September 6, 2024	11:59:59 PM	1961055.0	311963.4	0.03
Saturday, September 7, 2024	11:59:59 PM	2272816.6	311761.6	
Sunday, September 8, 2024	11:59:59 PM	2615155.4	342338.8	
Monday, September 9, 2024	11:59:59 PM	2920242.9	305087.5	
Tuesday, September 10, 2024	11:59:59 PM	3235332.9	315090.0	0.01
Wednesday, September 11, 2024	11:59:59 PM	3547974.2	312641.3	0.03
Thursday, September 12, 2024	11:59:59 PM	3852918.0	304943.8	
Friday, September 13, 2024	11:59:59 PM	4159138.0	306220.0	
Saturday, September 14, 2024	11:59:59 PM	4490373.6	331235.6	
Sunday, September 15, 2024	11:59:59 PM	4830471.4	340097.8	0.01
Monday, September 16, 2024	11:59:59 PM	5329488.0	499016.6	2.35
Tuesday, September 17, 2024	11:59:59 PM	5988903.6	659415.6	0.59
Wednesday, September 18, 2024	11:59:59 PM	6368218.0	379314.4	0.08
Thursday, September 19, 2024	11:59:59 PM	6744781.1	376563.1	
Friday, September 20, 2024	11:59:59 PM	7110005.5	365224.4	
Saturday, September 21, 2024	11:59:59 PM	7491002.7	380997.2	
Sunday, September 22, 2024	11:59:59 PM	7865007.7	374005.0	
Monday, September 23, 2024	11:59:59 PM	8196973.3	331965.6	
Tuesday, September 24, 2024	11:59:59 PM	8519763.0	322789.7	
Wednesday, September 25, 2024	11:59:59 PM	8853338.6	333575.6	
Thursday, September 26, 2024	11:59:59 PM	9264900.2	411561.6	1.31
Friday, September 27, 2024	11:59:59 PM	10130874.6	865974.4	2.01
Saturday, September 28, 2024	11:59:59 PM	10592503.0	461628.4	
Sunday, September 29, 2024	11:59:59 PM	11000798.0	408295.0	
Monday, September 30, 2024	11:59:59 PM	11376965.8	376167.8	0.01
Monthly Total				7.42
Daily Average		379232.19		



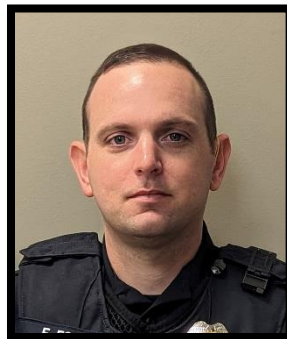
SEPTEMBER 2024 SUMMARY

SEPTEMBER 2024

CATEGORY	AMOUNT
Total Reportable Offenses*	112
Incident Reports Taken	91
Business And Neighborhood Patrols	2,548
Arrest Charges	39
Citation Charges	147
Warnings Issued	Not Available
Traffic Crashes Reported	26

***Reported Offenses Where An Incident Report Was Required**

September 2024 Officer of the Month



Officer Eric P. Fore

- Initiated And Planned Large Disaster Aid Donation Program For Western NC
 - 200 Field Contacts
- 16 Citation Charges, 11 Arrest Charges

Planning and Zoning

September 2024

7 New house permits
Land

SDH, J2

3 Remodels

1 Commercial

WSFD

1 Construction Trailer
Whispering Hills

1 sign

1 Plan review
Townhomes

Bell Ave

61 New Housing as of 9/30/2024



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

Planning and
Zoning Department

PETITION REQUESTING ANNEXATION

DATE _____

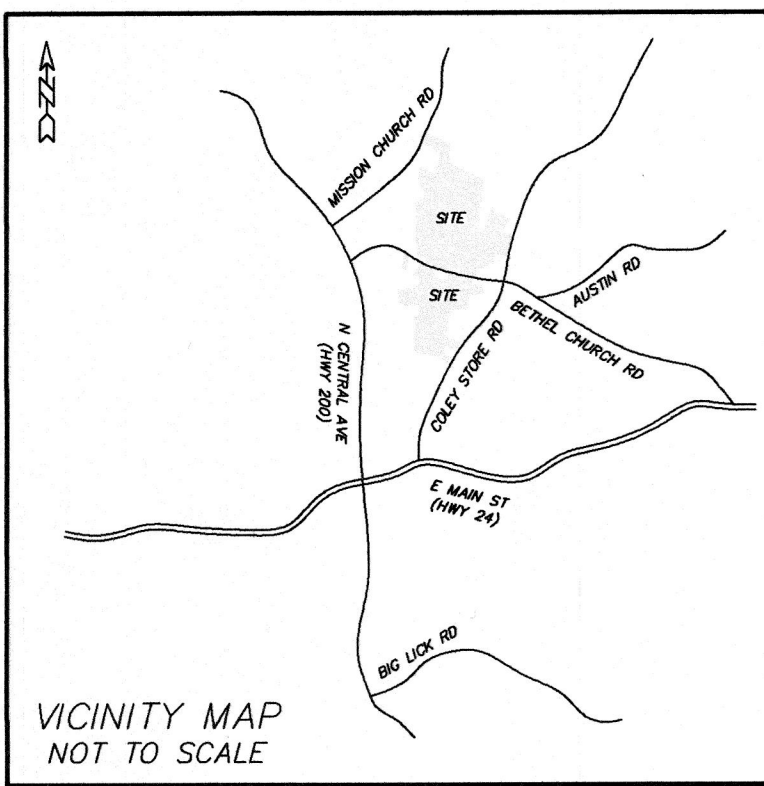
To the City Council of the City of Locust, North Carolina:

1. We the undersigned owners of real property respectfully request that the area described in Paragraph 2 below be annexed into the City of Locust.
2. The area to be annexed is contiguous to the City of Locust and the boundaries of such territory are set forth below:

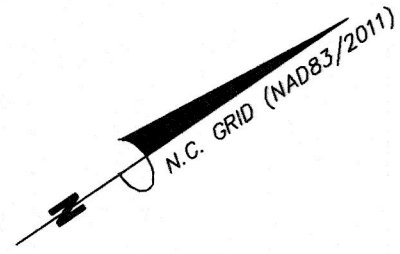
Legal Description

BEGINNING at an existing rebar in the centerline of a private 60' right of way (recorded in Deed Book 375 Page 497), being the common corner of the property of Cody L Walden (now or formerly) recorded in Deed Book 1366 Page 750 and shown on Plat Book 22, Page 201; thence following the existing city limits line seven (7) calls: (1) with a bearing of S 08°11'04" E and a distance of 134.67' to an existing rebar; (2) with a bearing of S 27°49'25" E and a distance of 157.28' to an existing rebar; (3) with a bearing of S 48°12'17" E and a distance of 93.15' to an existing rebar; (4) with a bearing of N 59°30'11" E and a distance of 63.32' to an existing rebar; (5) with a bearing of N 05°32'44" E and a distance of 77.99' to an existing rebar; (6) with a bearing of N 28°54'46" W and a distance of 150.82' to a point; (7) with a bearing of N 33°42'31" W and a distance of 157.93' to an existing rebar in the centerline of a private 60' right of way; thence leaving the existing city limits line and following the new city limits line two (2) calls: (1) with a bearing of S 46°34'09" W and a distance of 40.26' to an existing rebar; (2) with a bearing of S 72°15'08" W and a distance of 36.05' to an existing rebar; being the point of BEGINNING, having an area of 1.000 acre, more or less, as shown on a survey by Carolina Surveyors, Inc.

NAME (Printed)	Address	Signature	Date
Joseph Selle	9782 Quail Run Road Locust NC 28097	<i>Joseph Selle</i>	10/4/2024
Alicia Siebert	9782 Quail Run Road Locust NC 28097	<i>Alicia Siebert</i>	10/5/2024



VICINITY MAP
NOT TO SCALE



LEGEND:

EIP = EXISTING IRON PIN
OIP = OLD IRON PIPE
SID = SET IRON PIN
R/W = RIGHT OF WAY
AC = AIR CONDITIONING UNIT
PWR = POWER PAD
PM = POWER METER
PP = POWER POLE
LP = LIGHT POLE
GM = GAS METER
TELE = TELEPHONE PEDESTAL
CATV = CABLE TELEVISION
FOB = FIBER OPTIC BOX
TSB = TRAFFIC SIGNAL BOX
WM = WATER METER
FES = FLARED END SECTION
RCP = REINFORCED CONCRETE PIPE
CMP = CORRUGATED METAL PIPE
CPH = CORRUGATED PLASTIC PIPE
PVC = POLYVINYL CHLORIDE PIPE
DU = DESTINATION UNKNOWN
SDE = STORM DRAINAGE EASEMENT
SDMH = STORM DRAIN MANHOLE
CB = CATCH BASIN
YI = YARD INLET
DI = DROP INLET
SSE = SANITARY SEWER EASEMENT
SSMH = SANITARY SEWER MANHOLE
CO = SEWER CLEAN OUT
BC = BACK OF CURB
(T) = TOTAL DISTANCE
P.O.B. = POINT OF BEGINNING

#	OWNER	ADJOINERS	DEED REF.	PLAT REF.	PIN
1	KEVIN ALLAN MITCHELL		DB 1811/327	TRACT 1, PB 21/71	PIN 557502886113
2	CODY L. WALDEN		DB 1366/750	PB 22/201	PIN 557604702780
3	AMERICAN BILLIARD CO INC		DB 1617/1591		PIN 557604722394
4	JEFFREY D. BENNETT		DB 1703/1474		PIN 557604724104
5	WILLIAM DALE STIREWALT, ET AL		DB 1812/1300		PIN 557604725037
6					
7					
8	RUSSELL J. HARTSELL		DB 382/862		PIN 557604919457
9	CLAY VAN EUDY		DB 146/290		PIN 557604916192
10	RAULPH E. CRISCO		DB 386/884		PIN 557604918100
11	SHIRLEY BAUCOM CLAY		DB 689/842		PIN 557604919100
12	TOMMY R. TROUTMAN		DB 308/490		PIN 558603131372
13	TOMMY R. TROUTMAN		DB 289/373		PIN 558603132447
14	TOMMY RAY TROUTMAN		DB 1803/1163		PIN 558603132596
15	GERALD WAYNE BRAFFORD		DB 262/764		PIN 558603133787
16	TERRY O. PAGE		DB 302/266		PIN 557502898982
17	MAHDI INVESTMENTS LLC		DB 1814/468		PIN 557502897942
18	EDDIE W. & DEBORAH H. BARBEE		DB 1640/1070		PIN 557604810478
19	EDDIE W. & DEBORAH H. BARBEE		DB 1640/1070		PIN 557604812535
20	BARRY KEITH BLACKWELDER		DB 1801/150		PIN 557604814441
21	BARRY KEITH BLACKWELDER		DB 1801/150		PIN 557604812385
22	BIRHANIE G. KALEAB		DB 1238/179		PIN 557604619826
23	JOHN LIGON		DB 651/943		PIN 557604614872
24	BIOFORD ENTERPRISES INC		DB 344/366		PIN 557604625110
25	MAUREEN L. HARVELL		DB 1500/481		PIN 557604625259
26	DIANNE HARVELL TAYLOR		DB 1804/249		PIN 557502918101
27	PAMELA JANE EFRID		DB 237/410		PIN 557502898980
28	VALERIE D. ETRID HEIRS		DB 1800/1565		PIN 557502949739
29	ROGER DALE LOVE				

BETHEL CHURCH RD (S.R. 1200)
RIGHT OF WAY REFERENCED AS 60' ON PB 24/233
(NO PRIMARY SOURCE OF R/W FOUND)

MISSION CHURCH RD (S.R. 1206)
RIGHT OF WAY REFERENCED AS 60' ON PB 26/113
(NO PRIMARY SOURCE OF R/W FOUND)

COLEY STORE RD (S.R. 1211)
RIGHT OF WAY REFERENCED AS 60' ON PB 21/71
(NO PRIMARY SOURCE OF R/W FOUND)

REVISIONS:	DATE	TITLE	COMMENTS
1	10/18/23	300'	10/31/23
2	10/31/23	11/22/23	11/22/23
3	11/22/23	4/30/24	4/30/24
4	4/30/24	6/18/24	6/18/24
5	6/18/24	9/25/24	9/25/24

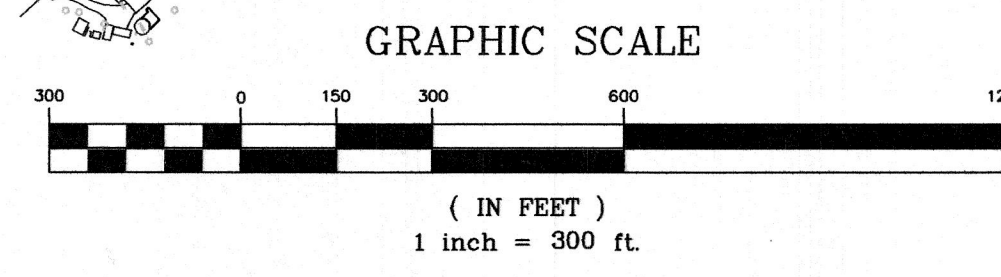
THIS IS TO CERTIFY TO
FIRST AMERICAN NATIONAL TITLE INSURANCE COMPANY
KOLTER GROUP ACQUISITIONS LLC, A FLORIDA LIMITED LIABILITY COMPANY
THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS
BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM
STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE
SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND
NSPS, AND INCLUDES ITEMS 1.2.1.4(R), 7.01.4.9, 8.1.1 OF TABLE
A THEREOF. THE FIELD WORK WAS COMPLETED ON 11/20/23.
THOMAS E. WHITE
DATE 9/25/24

THOMAS E. WHITE
DATE 9/25/24

CAROLINA SURVEYORS, INC.
P.O. BOX 267 PINEVILLE, N.C. 28134 - 0267
THOMAS E. WHITE, NCSLS & SCPLS 704-889-7601
TENCAROLINASURVEYS.COM
CERTIFICATE OF AUTHORIZATION N.C. 6-1242 SC:886

AN ALTA/NSPS LAND TITLE SURVEY SHOWING PROPERTY ON
BETHEL CHURCH RD, COLEY STORE RD, &
MISSION CHURCH RD
SURVEYED FOR: KOLTER GROUP ACQUISITIONS, LLC
TOTAL AREA: 517,516 AC.
TOWN OF LOUST & TOWN #1 TOWNSHIP, STANLY COUNTY, NORTH CAROLINA

- SYMBOL LEGEND
- SET MONUMENT (TYPE INDICATED)
 - EXISTING MONUMENT (TYPE INDICATED)
 - CALCULATED POINT
 - CV GAS VALVE
 - WV WATER VALVE
 - MB MAIL BOX
 - WM WATER METER
 - WELL
 - PH FIRE HYDRANT
 - SSMH SANITARY SEWER MANHOLE
 - SDMH STORM DRAIN MANHOLE
 - TWH TELEPHONE/COMMUNICATIONS MANHOLE
 - EMH ELECTRIC MANHOLE
 - DECIDUOUS TREE
 - EVERGREEN TREE
 - LP LIGHT POLE
 - PP POWER/UTILITY POLE
 - BFP BACK FLOW PREVENTOR
 - GW GUY WIRE
 - CB CATCH BASIN
 - DI DROP INLET
 - YI YARD INLET
- LINE TYPE LEGEND
- BOUNDARY LINE
 - - - - - TIE LINE
 - - - - - RIGHT OF WAY
 - - - - - APPROXIMATE RIGHT OF WAY (NOT SURVEYED)
 - - - - - ADJOINING LINE (NOT SURVEYED)
 - x x x x x FENCE
 - - - - - STORM DRAIN PIPE
 - - - - - OVERHEAD ELECTRIC
 - - - - - SANITARY SEWER PIPE
 - - - - - UNDERGROUND ELECTRIC
 - - - - - UNDERGROUND GAS
 - - - - - UNDERGROUND TELECOMMUNICATIONS
 - - - - - UNDERGROUND WATER
 - - - - - UNDERGROUND UTILITY (TYPE UNKNOWN)



UNDERGROUND UTILITIES MARKED BY:
PROBE UTILITY LOCATING
P.O. BOX 135
HUNTERSVILLE, NC 28070
(704) 594-1346
INFO@PROBEUTILITY.COM



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

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

WHEREAS, a petition requesting annexation of an area, 9782 Quail Run Road, Locust NC 28097, described in said petition was received on October 4, 2024 by the City of Locust; and

WHEREAS, G.S. 160A-31 provides that sufficiency of the petition shall be investigated by the City Clerk for the City of Locust before further annexation proceedings may take place; and

WHEREAS, the City Council of the City of Locust deems it advisable to proceed in response to this request for annexation;

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

That the City Clerk for the City of Locust is hereby directed to investigate the sufficiency of the above-described petition and to certify as soon as possible to the City Council of the result of said investigation.

Stephen Huber, Mayor

ATTEST:

Amy Furr, City Clerk