



CITY COUNCIL REGULAR MEETING

City Council Chambers

Monday, May 13, 2024 at 7:00 PM

AGENDA

Call to Order, Prayer, Pledge of Allegiance

Adjustment and Approval of the Agenda — *Items will only be added or removed with the approval of the Mayor and City Council.*

Special Presentations

1. **Students of the Month**- Mayor & City Council will recognize the students of the month for May 2024 from Bessemer City area schools: Bessemer City Primary School, Bessemer City Central Elementary School, Bessemer City Middle School, Tryon Elementary and Bessemer City High School.

Request to Speak/Opportunity for Public Comment — *This is an opportunity for members of the public to express items of interest to the Mayor and City Council. This is not a time to respond or take action. Any necessary action will be taken under advisement. Speakers are asked to use proper decorum and to limit comments to no more than three minutes.*

2. **Public Comment Acknowledgment:** City Manager, Josh Ross will provide clarity on items mentioned during public comment, if needed.

Consent Agenda — *The items of the Consent Agenda are adopted on a single motion and vote, unless the Mayor and City Council wish to withdraw an item for separate vote and/or discussion.*

3. **Approval of Minutes:** City Council will consider adopting Regular Meeting minutes of the April 8, 2024 meeting.
4. **Approval of Minutes:** City Council will consider adopting Work Session Meeting minutes of the April 30, 2024 meeting.

Business Items

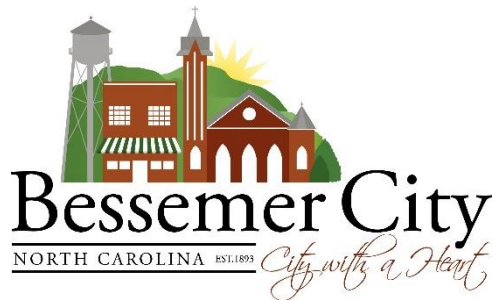
5. **Proclamation Commemorating National Police Week:** City Council will consider proclaiming Sunday, May 12th - Saturday, May 18th, 2024 as National Police Week in Bessemer City.
6. **Proclamation Commemorating Juneteenth Week & Festival** - Proclamation: City Council will consider adopting a proclamation that celebrates Juneteenth week in Bessemer City from Sunday, June 9th until Saturday, June 15th, 2024.

- 7. Establish a Public Hearing - Rezoning Request (Tryon Courthouse Road):** City Council will consider establishing a public hearing for Monday, June 10th, 2024 at 7:00 PM to hear public comment regarding a rezoning request from property owners for property located at tax parcel #151483 (0.58 acres) at 1220 N. Tryon Courthouse Rd from Rural (R) to Neighborhood Residential (NR) for the construction of one single family residence.
- 8. Public Hearing for 2024-2025 Proposed Budget:** City Council will hold a public hearing to hear public comment regarding the proposed 2024-2025 City budget.
- 9. Public Hearing- Petition for Voluntary Annexation (Meritage Homes):** City Council will hold a public hearing to hear public comment regarding a voluntary annexation petition from Meritage Homes (Stewart Crossing) for property located at tax parcel #304904 (23.688 acres).
- 10. Ordinance to Extend the corporate limits of the City of Bessemer City, NC:** City Council will consider approving an ordinance regarding a zoning map amendment for property located at tax parcel #304904 (23.688 acres).
- 11. Ordinance Amending Zoning Map (Development Solutions Group):** City Council will consider approving an ordinance regarding a rezoning map request from Development Solutions Group to rezone tax parcel ID 151678 from Urban Residential (UR) to Urban Residential Conditional District (URCD). A public hearing regarding this ordinance was held on Monday, February 12, 2024.
- 12. Ordinance - Authorizing An Amendment To Gas Supply Contract With The Public Energy Authority of Kentucky (“PEAK”):**
- 13. Amendment To Gas Supply Contract:**
- 14. Audit Contract:** City Council will consider approving the audit contract with Tony Brewer, CPA for the year end June 30, 2024 financials.

City Manager's Report

Council General Discussion — *This is an opportunity for the Mayor and City Council to ask questions for clarification, provide information to staff, request staff to report back, or place a matter on a future agenda.*

Adjourn



CITY COUNCIL REGULAR MEETING

City Council Chambers

Monday, April 08, 2024 at 7:00 PM

MINUTES

Members Present

Mayor, Becky S. Smith, Council Members: Brenda Boyd, Donnie Griffin, Nellie Floyd, Michael Brooks and Allen Hook were all present. City Manager, Josh Ross and Attorney, Marshall Walker were present filling in for City Attorney, David Smith. Council member, Brent Guffey was absent.

Call to Order, Prayer, Pledge of Allegiance

Mayor Smith called the meeting to order. Council member, Brenda Boyd led the audience in prayer. Mayor Smith led the audience in the Pledge of Allegiance.

Adjustment and Approval of the Agenda

By motion of Allen Hook and unanimous vote, the April agenda was approved with no revisions.

Special Presentations

Student Appreciation- Students from Bessemer City High School, Bessemer City Central Elementary School, Tryon Elementary and Bessemer City Primary School were recognized by their principals and City Council as part of the Student Appreciation Program. Bessemer City Middle School was unable to attend:

Mrs. Doneen Johnson, Principal of Bessemer City High School, and Mayor Smith, recognized the following students of the month: Tessa Holcombe, 9th grade representative; Daiana Salinas Laguna, 10th grade representative; Mason Maag, 11th grade representative and Jason Morris, 12th grade representative.

Dr. April Conley, Principal of Bessemer City Central School, and Mayor Smith, recognized the following students of the month: Maddox Burgess; 3rd grade representative; 4th grade representative, Kensleigh Anderson; and 5th grade representative, Margarita Alcudia Lopez.

Dr. Bill Kessler, Principal of Bessemer City Primary and Mayor Smith, recognized the following students of the month: Kenzley Brooks & Gabriela Romero Vasquez, Kindergarten representative; Alexandra Quezada-Garcia, 1st grade representative, and Alexander Ruiz, 2nd grade representative.

Mrs. Kelsey Nixon, Kindergarten Administrator of Tryon Elementary and Mayor Smith, recognized the following students of the month: Rayce Hampton, Kindergarten representative; Mason Moore, 1st grade, Noah Kish, 2nd grade representative, Alexa Galo Reyes, 3rd grade representative; Alex Hardy, 4th grade representative; and Micah Davidson, 5th grade representative.

Request to Speak/Opportunity for Public Comment

Mayor Smith opened the floor for public comment. The following individuals came forth:

- Pamela Gladney of 502 E. Ohio Avenue: Mrs. Gladney addressed Council regarding the Planning & Zoning Board of Adjustments. Mrs. Gladney stated that the Planning & Zoning Board April meeting was cancelled as one guest couldn't attend. Gladney stated that although the developers could not attend, other housekeeping matters could've been discussed. Gladney further stated that the minutes should be available for public inspection. The minutes should not be left unadopted for months on end. Additionally, Gladney had a question about why 5 members of the planning & zoning board could serve on the board of adjustments. Additionally, Gladney would like for the agenda packets to be released to the public.

- Aaron Grosdider of 517 Costner School Road: Mr. Grosdider thanked City Council for not moving forward with the close and vacate order on property at 112 West Georgia Avenue. Council chose to give the property owner a 30-day extension. Mr. Grosdider also provided words recognizing late Council member, Dan Boling. Mr. Grosdider stated that that he believed the City spent \$1,500 to \$2,000 to pay a 3rd party to remove the fall banners around town. Item 11 on the agenda (Storm Water Implementation), is an unnecessary increase. Grosdider made claims that his City water remains to have a foul odor and color. Grosdider thanked City staff for answering his FOIA request in a timely manner. Lastly, Mr. Grosdider would like to see the City meetings streamed online for citizens who cannot attend the City Council meetings.

Public Comment Acknowledgment

Mayor Smith recognized City Manager, Josh Ross to provide clarification on some items discussed during public comment.

- The Planning Board has seven board members, and the Zoning Board of Adjustments has five board members as this board makes quasi-judicial decisions. In an effort to maintain the quasi-judicial function, the board has two members that serve as alternates.

Consent Agenda

The following items on the Consent Agenda were unanimously approved by motion of Brenda Boyd:

- 1. Approval of Minutes:** City Council will consider adopting Regular Meeting minutes of the March 11, 2024 meeting.
- 2. Approval of Minutes:** City Council will consider adopting Work Session Meeting minutes of the April 2, 2024 meeting.

Proclamation honoring Council Member, Dan Boling

Mayor, Becky S. Smith read the proclamation recognizing Dan Boling for his 18 years of service.

By motion of Donnie Griffin and unanimous vote, the Proclamation was adopted.

Resolution Directing the Clerk to Investigate a Petition Received for Voluntary Annexation N.C.G.S. §160A-31 (Meritage Homes)

By motion of Donnie Griffin and unanimous vote, a resolution directing the City Clerk to investigate the petition for voluntary annexation from Meritage Homes Inc. for the Stewart Crossing homes project per NCGS 160A – 31 was adopted.

Development Services Director, Nathan Hester addressed City Council regarding the Meritage Homes Inc. project. This project was previously approved under a different developer, Eastwood Homes. Thus, the project must be resubmitted by the new development team. The team has met with City Staff and shared construction drawings of the 6 different parcels.

Establish a Public Hearing - Petition for Voluntary Annexation (Meritage Homes):

By motion of Allen Hook and unanimous vote, City Council will hold a public hearing on Monday, May 13th, 2024 at 7:00 PM to hear public comment regarding a voluntary annexation petition from Meritage Homes (Stewart Crossing) for property located at tax parcel #304904 (23.688 acres). City Council Member, Michael Brooks ask that new Council Members be sent the details of what was previously approved under the Eastwood Homes project for reference.

Establish a Public Hearing - 2024-2025 Proposed Budget:

By motion of Michael Brooks and unanimous vote, City Council will hold a public hearing on Monday, May 13th, 2024 at 7:00 PM to hear public comment regarding the proposed 2024-2025 City budget.

Resolution- Application for NC DEQ Water Infrastructure Funding (Lead & Copper Study)

City Manager, Joshua Ross informed Council that City Staff would like to apply for funding to assist with the completion of the mandated Lead & Copper Study. In order to comply with this mandated Lead & Copper study, City Staff will need assistance from a third party to complete this extensive scope of work.

By motion of Donnie Griffin and unanimous vote, the resolution regarding the application of NC DEQ water funds for a lead and copper study was approved.

Capital Project Ordinance- RC2 Grant Project

City Manager, Joshua Ross Development Services Director, Nathan Hester informed Council that the City has received a grant from NC Department of Commerce through the RC2 project. Thus, a capital project ordinance detailing how the funds will be spent is needed. The grant was \$49, 999 and City Staff would like to use the funds primarily for City branding and an economic development study. The City would like to do a corridor study and downtown master plan.

By motion of Nellie Floyd and unanimous vote, the capital project ordinance regarding RC2 grant funds was approved.

Bessemer City Storm Water Fee Implementation Plan

City Manager, Joshua Ross addressed Council regarding the Stormwater Fee Implementation plan. In 2021 the City had an impervious study done to determine the ERU stormwater rate for non-residential surfaces. Previously, City Council voted to implement a new rate structure for Stormwater Fees based on this study on July 1, 2024. However, upon further review Staff would like to recommend a three-phase process:

- Phase 1: 2024-2025 Budget (July 1, 2024) Residential- Stormwater Fee of \$3.07/month goes to \$6.00/month Non-Residential- 50% of proposed fee implemented (based on impervious surface; multiplier \$3.00)
- Phase 2: 2025-2026 Budget (July 1, 2025) Residential- Stormwater Fee remains at \$6.00/month Non-Residential- 75% of proposed fee implemented (based on impervious surface; multiplier is \$4.50)
- Phase 3: 2026-2027 Budget (July 1, 2026) Residential- Stormwater Fee remains \$6.00/month Non-Residential- 100% of proposed fee implemented (based on impervious surface; multiplier is \$6.00)

By motion of Allen Hook and unanimous vote, the three phases implementation option was adopted.

City Manager's Report

City Manager, Josh Ross, addressed Council regarding the following:

- General: The budget process is underway, and all available information for the public has been placed on the website. Parks & Recreation will have their first Concert & Cruise-In on Saturday, April 27th. Down Home Festival is coming up as well. Downtown Development has moved the Farmer's Market to Sundays to increase artisan participation. Mr. Ross made a few remarks to remember former Council Member, Dan Boling as his funeral services were earlier today.

Council General Discussion

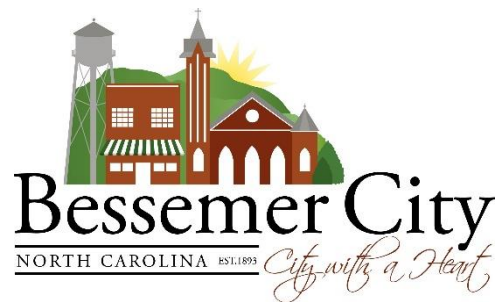
Mayor Smith opened the floor for Council general discussion. Mayor Smith opened the discussion with informing everyone that the Work Session this month would begin at 2 PM. Council Member, Michael Brooks inquired about how to stream meetings and his condolences about the late Dan Boling. Per general consensus, the streaming of meetings will be discussed at the next Work Session. Council Member, Allen Hook inquired about the shoulder on Edgewood Road near the new stoplight. City Staff has reached out to NCDOT about improving this area. Additionally, Mr. Hook inquired about the cost associated with streaming the meetings. Mr. Hook made a few remarks regarding the late Dan Boling. Council Member, Brenda Boyd spoke about recently attending a seminar on behalf of the City, and how blessed she is to serve the citizens of Bessemer City. Additionally, Dan Boling was a great man and will be missed dearly. Council Member, Nellie Floyd thanked City Staff for addressing citizen complaints about Rice Street. Mr. Boling was a man of integrity and he welcomed me on to the board. He will be missed. Council member, Donnie Griffin inquired about streaming meetings and the passing of Dan Boling.

Adjournment

Being no further business to come before the board, by motion of Brenda Boyd and unanimous vote, the meeting was adjourned at 8:01 PM.

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk



CITY COUNCIL WORK SESSION
City Council Chambers
Tuesday, April 30, 2024 at 2:00 PM

MINUTES

Call to Order

Mayor Becky S. Smith called the meeting to order.

Members Present

Mayor, Becky S. Smith, Council Members: Michael Brooks, Brenda Boyd, Brent Guffey, Donnie Griffin, Nellie Floyd, and Allen Hook were all present. City Manager, Josh Ross, and department heads were present as well. A quorum was present.

Department Head Reports

Bessemer City department heads gave reports on their department's status:

JoD Franklin, Parks and Recreation Director- Mr. Franklin addressed Council regarding the 1st Concert & Cruise-In and Down Home Festival. This year the Gaston County Police Department will have a "Safe Kids" booth on Thursday night to coincide with family festival night.

Nathan Hester, Development Services Director – Mr. Hester addressed Council regarding the Lennar homes project, the City's new online development services portal, and the Planning Boards next meeting.

Diane Jenkins, Finance Director – Ms. Jenkins addressed Council regarding the upcoming audit.

Deputy Chief, David James & Police Captain, Chris Vaughn- Mr. James & Vaughn addressed Council regarding the recent police shooting in Charlotte. The task force team that lost 3 members was a great asset to the City.

Interviews for Appointed Boards

Light discussion was held regarding the process of reviewing advisory board applicants. City Staff suggested that a sub-committee be created to interview board applicants and report back to the larger group.

Nellie Floyd made a motion to create the sub-committee with the advisory board liaison and two other Council members. This motion failed, with 5 opposed: Brenda Boyd, Michael Brooks, Brent Guffey, Donnie Griffin, and Allen Hook.

Mayor Smith instructed City Clerk, Hydeia Hayes to invite the upcoming Board members to the May 2024 Work Session. This will give City Council the opportunity to meet with all of the candidates.

Streaming of City Meetings

City Manager, Josh Ross addressed City Council regarding the streaming of City Meetings. He inquired about streaming regular and work session meetings. Light discussion was held regarding sound and mic logistics. The meetings will be streamed to YouTube Live to be more accessible to the public.

By motion of Michael Brooks and unanimous vote, regular meetings will be streamed beginning in May 2024.

FY 2024-2025 Budget Session #2

City Manager, Josh Ross addressed City Council regarding the proposed budget. This proposed budget has an increase of solid waster, sewer, and stormwater fees for non- residential units. A decrease in transfers is anticipated, and the fund balance will not be used to balance the budget. There is a proposed tax increase of \$0.45 to \$0.60. This increase will aid in 24/7 fire department coverage, among other pertinent items. There are 5 factors that drove this proposed budget:

- Additional debt services in the general fund and water/wastewater fund
- Additional operational expenses (inflation)
- Fund balance
- Investments for growth
- Decrease in utility usage

We are a growing community, and we will need to increase fees to maintain our services with the growth.

By general consensus, Manager Ross is permitted to hold conversations with Waste Pro to negotiate the \$35 bulk rate and \$16 per can rate.

Council General Discussion

Mayor Smith opened the floor for Council general discussion. Council member, Donnie Griffin inquired about the Optimist Club baseball program. Council member, Allen Hook stated that all of the advisory board members didn't need to come in person. Light discussion ensued about the board applicant process again. City Manager, Josh Ross informed the Board that he and City Clerk, Hydeia Hayes would work on drafting a process for Council to review.

Adjourn

Being no further business to come before the board, the meeting was adjourned at 4:08 PM by motion of Michael Brooks and unanimous vote.

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk



PROCLAMATION
National Police Week 2024

To recognize National Police Week 2024 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are approximately 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the Bessemer City Police Department; and

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries; and

WHEREAS, since the first recorded death in 1791, almost 25,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty; and

WHEREAS, The City of Bessemer City wishes to recognize Officer, Michael Patrick Jenkins and Chief Lloyd M. Parton of the Bessemer City Police Department who were killed in the line of duty; and

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, D.C.; and

WHEREAS, many new names of fallen heroes are being added to the National Law Enforcement Officers Memorial; and

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 36th Annual Candlelight Vigil, on the evening of May 13, 2024; and

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff.

THEREFORE, BE IT RESOLVED that the City of Bessemer City formally designates Sunday, May 12 - Saturday, May 18, 2024, as Police Week in Bessemer City, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

IN WITNESS WHEREOF, I hereunto set my hand this the 13th day of May, 2024

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk



PROCLAMATION
COMMEMORATING JUNETEENTH WEEK A NATIONAL WEEK OF PRIDE

WHEREAS, the Emancipation Proclamation, an executive order issued January 1st, 1863 by President Abraham Lincoln immediately freed approximately five hundred thousand from generational bondage, but still left approximately 3.5 million enslaved across the United States; and

WHEREAS, Juneteenth is the oldest known celebration commemorating the ending of slavery in the United States, when Union soldiers led by Major General Gordon Granger arrived in Galveston, Texas to announce the war had ended, freeing the enslaved; and

WHEREAS, 2024 is the 159th anniversary of Juneteenth Day, a federally recognized holiday as of Friday, June 18, 2021 which commemorates June 19, 1865 as the observance of African American Emancipation Day of Freedom; and

WHEREAS, “Emancipation Day” is an opportunity for Americans of all faiths to join in united prayer to acknowledge our dependence on God, to give thanks for blessings received, to request healing for wounds endured, and to ask God to guide our leaders and bring wholeness to the United States and her citizens; and

WHEREAS, Juneteenth is a time to cultivate the true spirit of freedom and remember our ancestors as the men and women who bravely acted as catalysts for change; and

WHEREAS, the City of Belmont, City of Bessemer City, City of Gastonia, and Elements of Empowerment, will host a Juneteenth Celebration on Friday, June 14, in Bessemer City Centennial Park from 6:00 PM -10:00 PM, and Saturday, June 15, 2024 in Belmont and Gastonia, beginning with “Juneteenth Sunday” on Sunday, June 9, 2024.

NOW, THEREFORE, I, Mayor Becky S. Smith and the City Council do hereby proclaim June 19th, 2024 as “Juneteenth Day” and Sunday, June 9th as “Juneteenth Sunday” and encourage citizens to recognize and commemorate Juneteenth which honors the history, legacy, and culture of African Americans throughout the United States of America by participating in celebrations and festivities during the month of June.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the seal of the City of Bessemer City to be affixed on this 13th day of May 2024.

Becky S. Smith, Mayor

Hydeia Y. Hayes, City Clerk



132 W. Virginia Ave.
Bessemer City, NC 28016
(704) 629 - 5542 Ext. 1003

Staff Only:
Date Rec'd: 5/2/2024
Rec'd by: N. Hester
Case #: RE-01-2024

LAND DEVELOPMENT APPLICATION FORM

1. Application Type	✓	Fee	✓	Fee
• Sketch Plan/Plat (Major Sub):		_____	• Conditional Zoning (CZ)	_____
• Preliminary Plat (Major Sub):		_____	• Special Use Permit (SUP)	_____
• Final Plat (Major Sub):		_____	• Text Amendment	_____
• Major Site Plan		_____	• Minor Site Plan	_____
• Construction Documents:		_____	• Minor Subdivision Plat	_____
• Recombination Plat		_____	• General Rezoning	✓
• Other: _____		_____		
Fee Total:				<u>\$600</u>

2. Project Information

Date of Application: 5-2-24 Name of Project: Residential Neighborhood Rezone

Location: 1216 Tryon Courthouse Rd Property Size (acres): .58 # of Units/Lots: 1
Bessemer City NC 28016

Current Zoning: Rural Residential Proposed Zoning: Neighborhood Residential

Current Land Use: nothing Proposed Land Use: build new 1248sqft
2BR - 2BA Home

Tax Parcel Number(s): 151483

Square Footage: 25,300sqft for .58 acres

3. Contact Information

Owner, Applicant, or Developer

James Robert Whisnant

Agent(s) (Engineer, Architect, Etc.)

Address

1220 Tryon Courthouse Rd

Address

City, State Zip

Bessemer City NC 28016

City, State Zip

Telephone

704-616-2433

Telephone

Email

Email

4. The following items may also be required to be considered part of a complete application, please check all that apply on this list:

- Signed "Original" application
- Project Fee(s) – See Fee Schedule
- Written Summary/Description of Request can be on company letterhead. Shall include requested use or uses, sq. feet of non-residential space, or density and number of units/lots for residential, or any other applicable information. For CZ's, must also describe any variations proposed from the Land Development Code
- Property Survey (at least one copy), including existing buildings, topography, wetlands, streams, vegetation (trees over 18" in diameter), and other natural features.
- Site/sketch plan (at least one copy), may contain multiple pages and must be drawn to scale by an engineer or landscape architect. Shall include locations of buildings and/or lots, streets, parking, proposed grading, landscaping/screening, open space, watershed/storm water information, associated storm water measures, and proposed utilities and lighting. Shall also include general information from adjoining lots
- Illustrative (color) site/sketch plan for presentation purposes with same layers as described above
- Architectural elevations, Perspective Renderings, and Architectural Review Board Checklist may include multiple pages and must be drawn to scale by an architect. Include all primary and accessory buildings (all building sides), an illustrative color package, and black and white w/dimensions. Other architectural elements/features of the site such as gazebos, trellis's, garden walls, retaining walls, or other items over 4-feet in height must also be included (NOT REQUIRED, BUT OPTIONAL FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENTS).
- Illustrative (color) elevations for presentation purposes for all items described above, as well as perspective (3D) renderings and photograph examples
- Digital Files of all items listed above

Last Update: 07/06/2021

Signature:

James Robert Whisnant

Printed Name:

Date:

5-1-24

The community values your input and feedback in improving and developing the neighborhoods. Feel free to share any concerns or suggestions regarding this request.

The property at 1216 Tryon Courthouse Road, Bessemer City, NC 28016 is .58 acres (25,300sqft) and has been in the family for generations and holds sentimental value to us. It is located in a peaceful and quiet neighborhood, with easy access to main roads and amenities. The new home design has been carefully planned and we are excited to see it come to life.

We have taken great care of the property over the years and are confident that it will make a wonderful home for the new family residence. The septic tank from the previous 980sqft home is in good working condition and is ready to support the new two bedroom/two bath 1492sqft home.

Outside, there will be a large backyard with plenty of space for outdoor activities or gardening. The driveways that are already cut-in on Tryon Courthouse Road make access to the property easy and provide easy access for parking multiple vehicles. The location is convenient, close to schools, shopping, job, and dining options in the area.

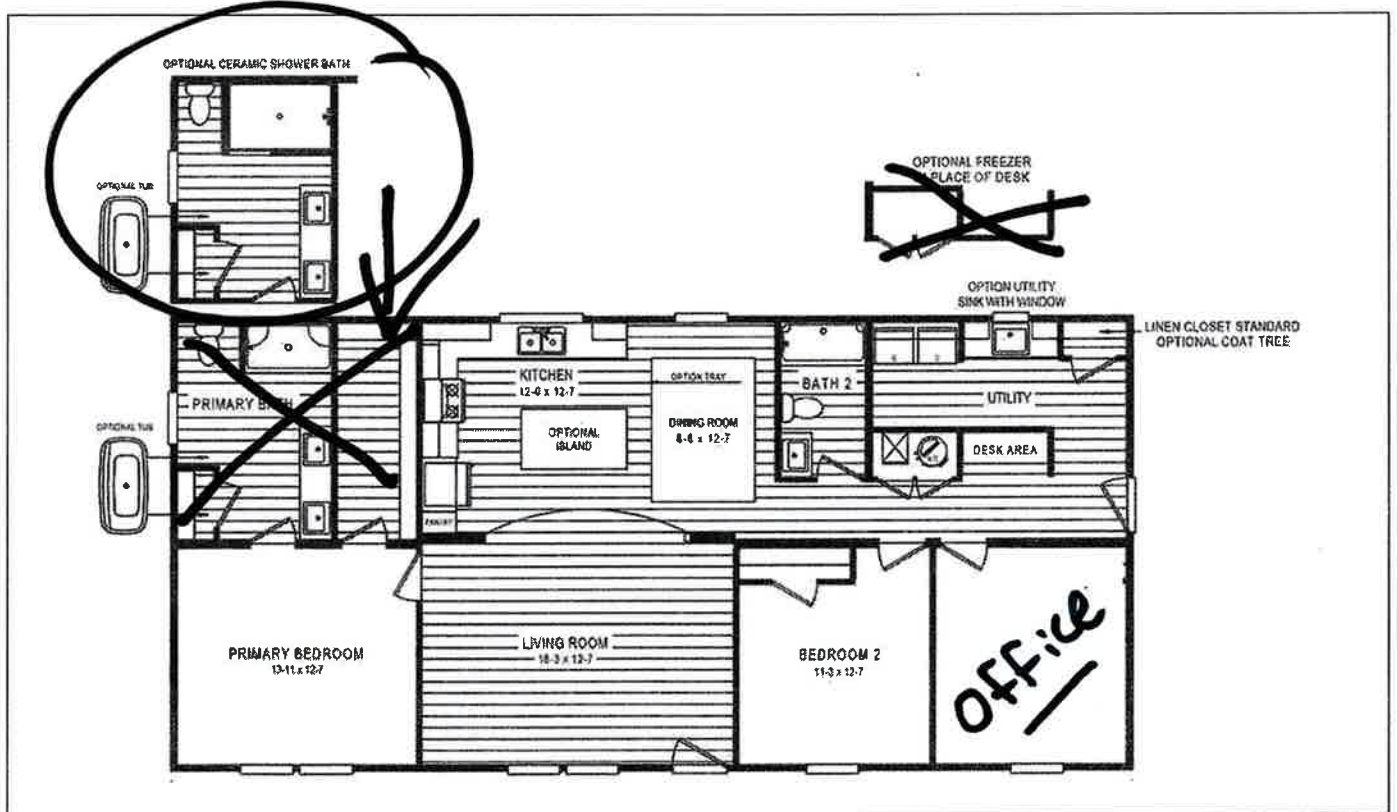
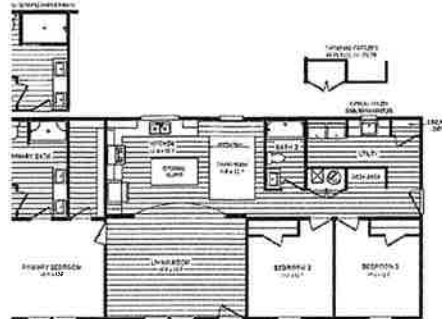
The land is already cleared, level and ready for the new construction. This will expedite the process of the new neighborhood residential construction.

Moving this property from Rural Residential to Neighborhood Residential will allow this new family construction to come to Bessemer City and will fall well within the front setback of 20' and the rear setback of 30'.

If you have any further questions or would like to schedule a visit to the property, please don't hesitate to contact us. With the rezoning, this special piece of land that will keep it in the family. Thank you for considering our property rezoning request and thank you for your active participation in the community. Please see the attached site sketch plan for the placement of the home.



ROC745277NCABAC
2 beds • 2 baths
1,492 sq. ft.



(704) 484-2211
Monday - Friday: 9am - 6pm
Saturday: 9am - 5pm Sunday: Closed

OAKWOOD HOMES-SHELBY
1839 EAST DIXON BLVD.
SHELBY, NC 28151

Our home building facilities invest in continuous product and process improvements. Plans, dimensions, features, materials, specifications, and availability are subject to change without notice or obligation. Renderings and floor plans are representative likenesses of our homes and many differ from actual homes. We invite you to tour a Home Center near you and inspect the highest value in quality housing available or call (704) 484-2211 to speak with a Home Consultant. ©2024, CMH. All rights reserved.

I, Bill E. Sawyer, Registered Land Surveyor, certify that this map was drawn from an actual field survey performed under my direction and supervision, that the ratio of precision is 1:10000, and that this map conforms to GS 47-30 as amended. Witness my hand and seal this 15th day of Jan, 1988. REGISTERED LAND SURVEYOR



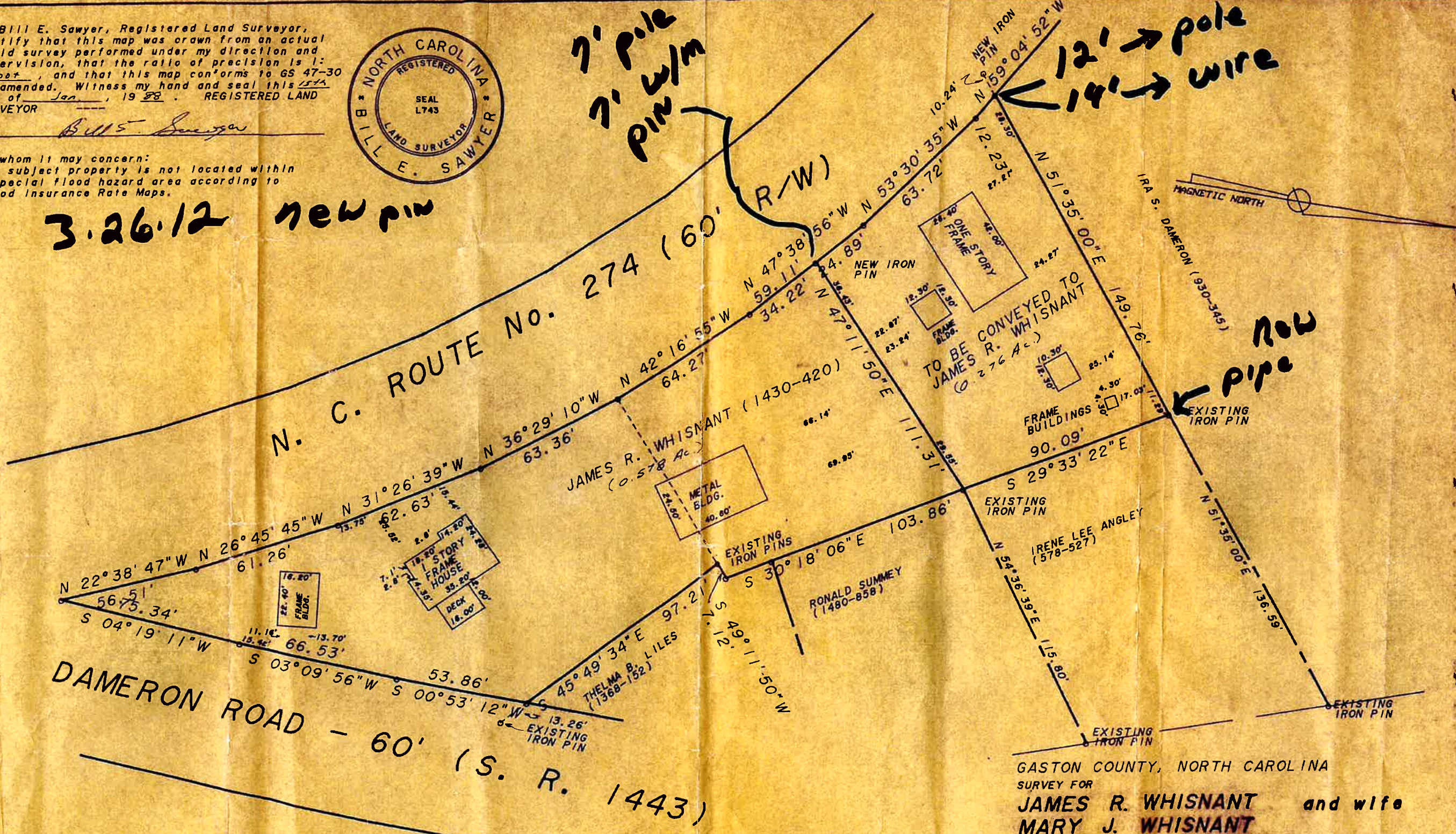
To whom it may concern: The subject property is not located within a special flood hazard area according to Flood Insurance Rate Maps.

3.26.12 new pin

7' pole
7' w/m
PIN

12' → pole
14' → wire

now
pipe



NOTES:
(1) SURVEY BASED ON PHYSICAL EVIDENCE.
(2) PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED RIGHT-OF-WAYS OR EASEMENTS NOT OBSERVED.

GASTON COUNTY, NORTH CAROLINA
SURVEY FOR
JAMES R. WHISNANT and wife
MARY J. WHISNANT
40 0 40 80 120
GRAPHIC SCALE - 1" = 40'

JANUARY 15, 1988
SURVEY FOR
ROBINSON & SAWYER, INC.,
ENGINEERS & SURVEYORS
GASTONIA, N. C.
TEL. (704) 864-2201

FILE No. 1340-A

I, Bill E. Sawyer, Registered Land Surveyor, certify that this map was drawn from an actual field survey performed under my direction and supervision, that the ratio of precision is 1:10,000+, and that this map conforms to GS 47-30 as amended. Witness my hand and seal this 15th day of Jan., 1988. REGISTERED LAND SURVEYOR



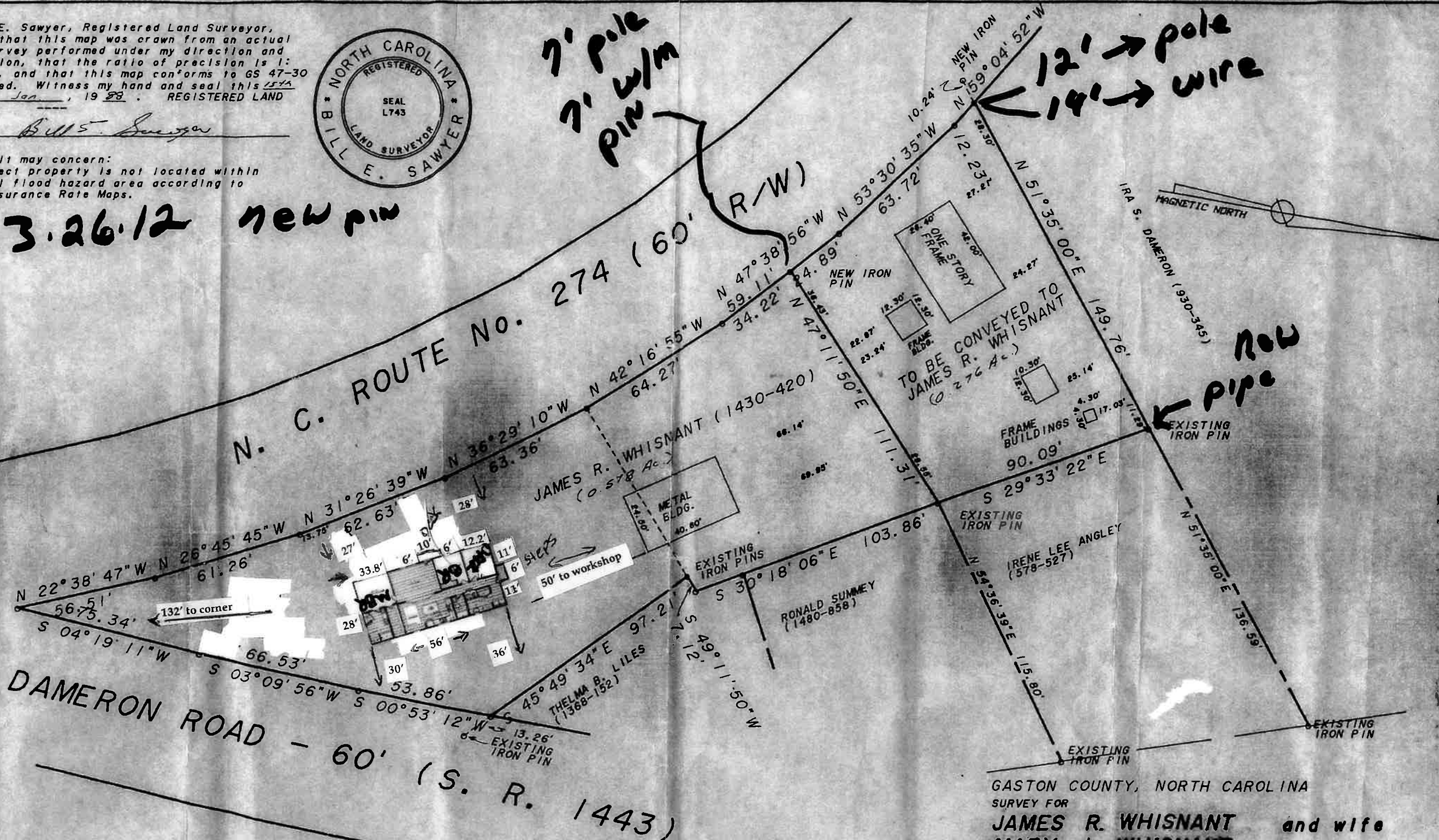
To whom it may concern:
The subject property is not located within a special flood hazard area according to Flood Insurance Rate Maps.

3.26.12 new pin

7' pile
7' w/m
PIN

12' → pole
14' → wire

new
pipe



NOTES:

- (1) SURVEY BASED ON PHYSICAL EVIDENCE.
- (2) PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED RIGHT-OF-WAYS OR EASEMENTS NOT OBSERVED.

GASTON COUNTY, NORTH CAROLINA
SURVEY FOR

JAMES R. WHISNANT and wife
MARY J. WHISNANT

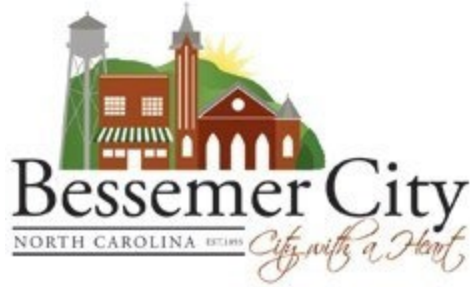
40 0 40 80 120



GRAPHIC SCALE - 1" = 40'

JANUARY 15, 1988
SURVEY FOR
ROBINSON & SAWYER, INC.,
ENGINEERS & SURVEYORS
GASTONIA, N. C.
TEL. (704) 864-2201

FILE No. 1340-A



City of Bessemer City, North Carolina

General Rezoning Staff Report

Planning Board Agenda Item May 6th, 2024

City Council Agenda Item June 10th, 2024

Applicant: James Robert Whisnant

Request:

To review and make a recommendation on the rezoning of one.58 acres parcel of land currently zoned Rural (R) to Neighborhood Residential (NR). The intent of the property owner is to utilize the property for the construction of one single family residence.

Background Information:

The property requested for zoning map amendment is assigned by the Gaston County Tax Mapping Department with PID#151483 and is approximately 0.58 acres in size. The current property owners are James Robert Whisnant and Sonja Rodden of 1220 N. Tryon Courthouse Rd. Bessemer City, NC 28016.

The property owner, James Whisnant, inherited the land parcel from his family and grew up in the single-family structure that was previously on the land. Currently the parcel is zoned Rural which requires single family structures to meet the following zoning regulations: front setback of 100' due to viewshed overlay, rear setback of 50', side setbacks of 15', and a corner setback of 50'. Due to the land of record measuring approximately 100' in width, it prevents anyone from constructing a single-family residence upon the lot.

The applicants are requesting a rezoning to Neighborhood Residential (NR) which would change the single-family zoning requirements for the lot to a front setback of 20', rear setback of 30', side setbacks of 12', and a corner setback of 20'. The proposed structure to be constructed upon the lot if rezoned would be able to accommodate the Neighborhood Residential zoning requirements.

The previous residential structure utilized a septic tank on the property that has been inspected and is in good working condition. The driveway that accessed the former structure would be utilized to access the proposed structure. Adjacent parcels to the North and west are zoned Rural (R) and adjacent parcels to the east and south are zoned Neighborhood Residential (NR). The rezoning of this parcel of land from Rural (R) to Neighborhood Residential (NR) would be following the City of Bessemer City future land use map.

Staff Recommendation:

1. Approve rezoning as requested.

Exhibits:

1. 1216 N. Tryon Courthouse Rd. Rezoning Application Packet.

Recommended Effective Date: June 10, 2024.



City of Bessemer City
132 West Virginia Avenue
Bessemer City, NC 28016
(704) 629-5542
www.bessemercity.com

Petition for Annexation into the Bessemer City City Limits

Section A Submittal Checklist	
<p>Please include all of the following (check off). If any information is missing from the application package, you will be asked to resubmit the petition with all required materials. Please carefully check the list below before you submit:</p>	
<p>Required – An incomplete application will delay the annexation process.</p>	
X	<p>Written metes and bounds description of the property to be annexed. (Must include in application packet <u>and</u> email a Microsoft Word version to jinman@bessemercity.com). Mark as Exhibit A. Source can be from Survey or Deed.</p>
X	<p>Map showing above written metes and bounds description of the property to be annexed in relation to the current city limits. Mark as Exhibit B.</p>
X	<p>A Current County Tax Map with parcels included in the annexation request clearly marked. Mark as Exhibit C. https://qis.gastongov.com/</p>
X	<p>Correct Parcel Identification Number(s) (PIN) on second page of application. This is very important. Please indicate if the property to be annexed is only a portion of an existing parcel. https://qis.gastongov.com/</p>
X	<p>Property Owners' Signatures, Date of Signatures, and addresses. See page 3 of this application. <u>All real property owners</u> must sign the application, and such signature <u>must be notarized</u>. An authorized representative must sign on behalf of each legal entity that holds ownership of the property and <u>such representative's signature must be notarized</u>. <u>One signature for each legal ownership interest in the property</u>.</p> <p>Please include signatures of new owners if ownership will change during the annexation process.</p>
X	<p>Notary Statements for each signature</p>
X	<p>General Warranty Deed showing ownership of the property. Petitioners must submit a title opinion or title insurance if a general warranty deed is not available. Upon review, a title opinion may be required in addition to a general warranty deed.</p>
N/A	<p>Statement of vested rights claimed, if any.</p>
X	<p>A letter authorizing a developer or agent to handle annexation petition (e.g. withdraw, delay/reactivate petition).</p>
	<p>This application form (Sections A, B, C, and D) completed, <u>dated and signed</u> by the property owner(s) and attested submitted by the deadlines noted in section B of this application, page 2.</p>

Section B Submittal Deadlines

The City of Bessemer City accepts petitions for annexation at any time. **The annexation will become effective immediately upon adoption of the annexation ordinance by City Council and after the scheduled public hearing unless notified otherwise by the City Clerk.**

(The City reserves the right to make exceptions to this tentative processing schedule for any reason, including when outstanding staff comments need to be addressed.)

Timeline for Annexation is as follows:

SUBMITTAL: Submit application to the City of Bessemer City

REVIEW BY STAFF: Staff will review the petition and determine if more information is needed.

1ST CITY COUNCIL MEETING: The City Council Meeting is typically held the second Monday of each month. The City Council will pass a resolution directing the City Clerk to investigate the annexation petition. The City Clerk will present to the City Council a Certificate of Sufficiency indicating that the annexation petition is complete. A resolution setting the date of the public hearing is then approved.

LEGAL ADVERTISEMENT: A legal advertisement will be published pursuant to NCGS requirements.

2ND CITY COUNCIL MEETING/PUBLIC HEARING: This City Council Meeting will be the following month's regular meeting date, the second Monday of the month. The City Council will either adopt or deny an ordinance to extend the corporate limits of the City of Bessemer City.

RECORDATION: If the annexation is approved by the City Council, the City will have the Annexation Plats recorded at the Gaston County Register of Deeds. Gaston County will keep one of the recorded plats, one copy will be returned to the City.

Section C Summary Information / Metes and Bounds Descriptions

Development Project Name Stewart Crossing

Street Address

Gaston County County Property Identification Number(s) list below

P.I.N. 304904 (Full Parcel)	P.I.N. 306573 (Portion of parcel)	P.I.N.
P.I.N.	P.I.N.	P.I.N.

Acreage of Annexation Site 23.688

Annexation site is requesting connection to City of Bessemer City Water , **Sewer** , **and/or Natural Gas** .

Person to contact if there are questions about the petition

Name Spencer McNab

Address 1111 Metropolitan Ave., Suite 250 Charlotte, NC 28204

Phone 980-729-5798	Fax #	Email smcnab@bgeinc.com
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Written metes and bounds description of property to be annexed

Attach additional sheets if necessary. Petitioners must submit an electronic Microsoft Word version. Petitioners must email an electronic copy to jinman@bessemercity.com.


See Exhibit A

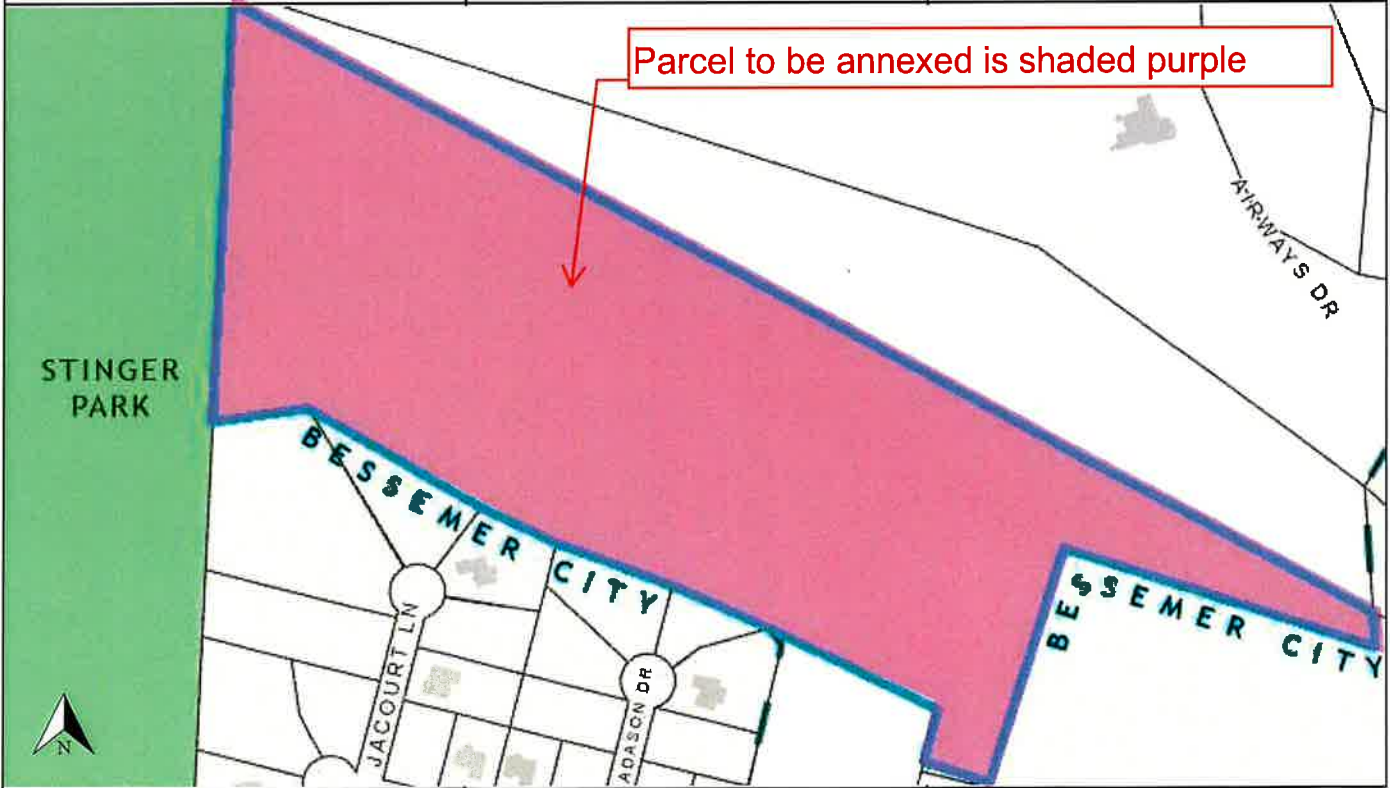
EXHIBIT A

Item 9.

COMMENCING FROM NORTH CAROLINA GEODETIC MONUMENT "M 40" HAVING NORTH CAROLINA NAD 83/2011 GRID COORDINATES NORTHING: 566,433.54, EASTING: 1,317,797.65 HAVING A COMBINED SCALE FACTOR OF 099983423 PROCEED N 45-14-16 E 5,987.89 FEET (GROUND DISTANCE) TO THE POINT OF BEGINNING SAID POINT BEING FOUND #4 REBAR A COMMON CORNER WITH CITY OF BESSEMER CITY AS RECORDED IN BOOK 4889 PAGE 2290 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF CITY OF BESSEMER CITY N 02-03-08 E 747.44 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH MICHAEL S. FLANIGAN AND SUSAN J. WITTMAN AS RECORDED IN BOOK 4421 PAGE 763 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF MICHAEL S. FLANIGAN AND SUSAN J. WITTMAN S 62-08-42 E 2,366.00 FEET TO A FOUND #3 REBAR A COMMON CORNER WITH LUCAS JOHN STEWART AND ABBY BEAM STEWART AS RECORDED IN BOOK 5187 PAGE 990 AND PLAT BOOK 95 PAGE 53 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF LUCAS JOHN STEWART AND ABBY BEAM STEWART THE FOLLOWING FIVE (5) COURSES AND DISTANCES; 1) S 04-19-18 E 65.03 FEET TO A FOUND METAL ROD, 2) N 72-29-15 W 597.95 FEET TO A FOUND #4 REBAR, 3) S 18-01-33 W 445.18 FEET TO A FOUND #4 REBAR, 4) S 88-47-54 W 28.64 FEET TO A FOUND #4, 5) N 76-02-36 W 100.01 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH HERMAN D. CLARK, JR AS RECORDED IN BOOK 4703 PAGE 1200 AND PLAT BOOK 64 PAGE 41 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF HERMAN D. CLARK, JR. THE FOLLOWING FOUR (4) COURSES AND DISTANCES; 1) N 13-03-47 E 16.35 FEET TO A FOUND #4 REBAR, 2) N 14-01-29 E 103.91 FEET TO A FOUND #4 REBAR, 3) N 64-02-35 W 334.99 FEET TO A FOUND #4 REBAR, 4) N 66-14-59 W 199.88 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH ASHLEY INVESTMENTS, LLC AS RECORDED IN BOOK 3373 PAGE 57 AND PLAT BOOK 64 PAGE 41 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF ASHLEY INVESTMENTS, LLC N 69-52-04 W 225.98 FEET TO A FOUND #4 REBAR A COMMON CORNER WITH DENNIS L. AND MARY SILER AS RECORDED IN BOOK 4755 PAGE 1745 AND PLAT BOOK 64 PAGE 41 OF THE GASTON COUNTY REGISTRY, THENCE WITH THE COMMON LINE OF DENNIS L. AND MARY SILER N 65-13-56 W 152.83 FEET TO A FOUND #4 REBAR, A COMMON CORNER WITH THE AFOREMENTIONED ASHLEY INVESTMENTS, LLC THENCE WITH THE FOLLOWING TWO (2) COURSES AND DISTANCES; 1) N 59-40-47 W 360.09 FEET TO A FOUND #4 REBAR, 2) S 82-01-11 W 174.47 FEET TO THE POINT OF BEGINNING CONTAINING 23.688 ACRES MORE OR LESS.


EXHIBIT C

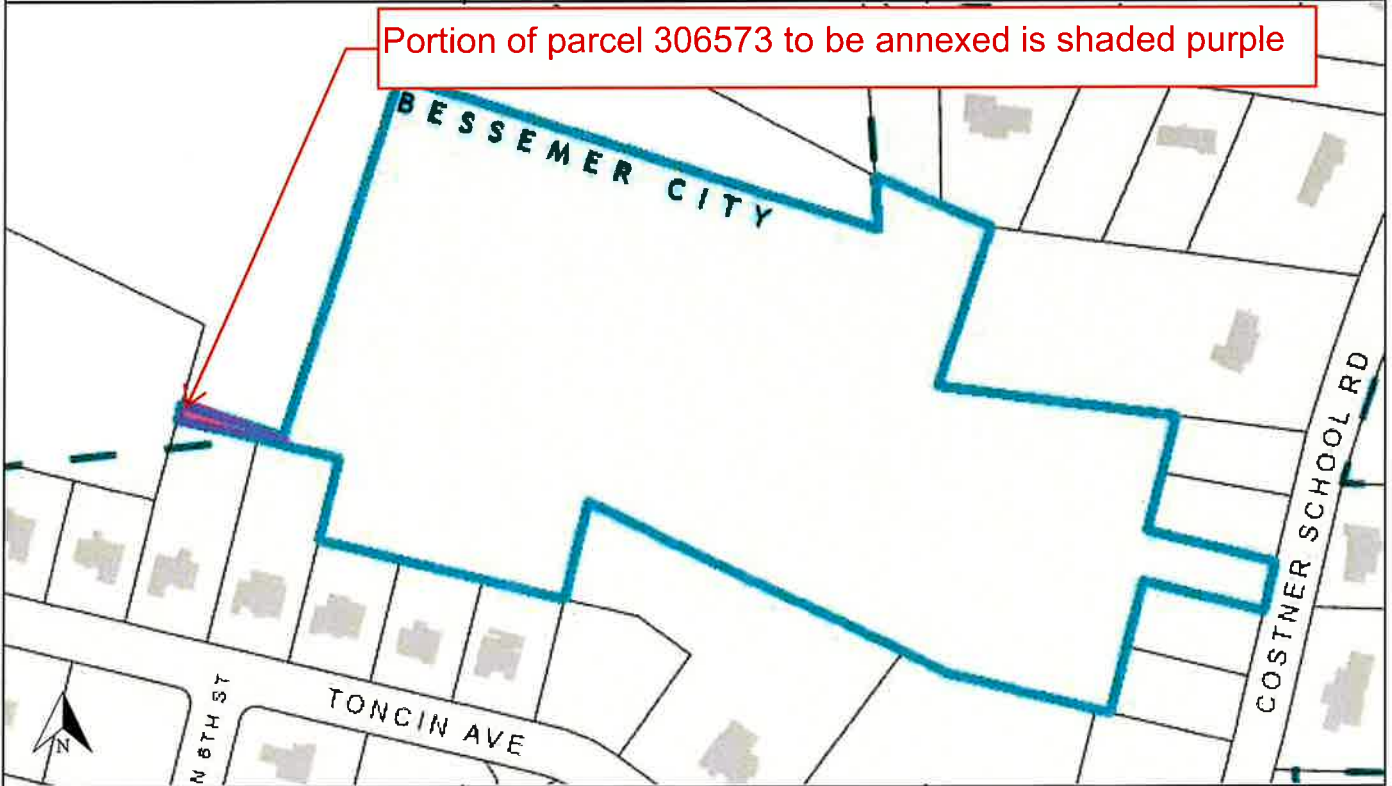
<p>PRIMARY PROPERTY ADDRESS NO ASSIGNED ADDRESS</p> <p>PROPERTY INFORMATION</p> <p>CITY LIMITS: ETJ: BESSEMER CITY POLICE DISTRICT: GASTON COUNTY FIRE DISTRICT: AG CENTER SPECIAL FLOOD HAZARD AREA: AE,0.2 PCT LOCAL WATERSHED: LONG CREEK CENSUS TRACT: 308.02</p> <p>TAX VALUES</p> <p>MARKET LAND VALUE: \$96,150 MARKET IMPR. VALUE: \$0 MARKET VALUE: \$96,150 FARM DISCOUNT: NO EXEMPT: NO TAXABLE VALUE: \$96,150</p>	<p>TAX INFORMATION</p> <p>PARCEL #: 304904 PIN #: 3527208668 CURRENT OWNERS: STEWART LUCAS JOHN STEWART ABBY BEAM MAILING ADDRESS: 707 TONCIN AVE, BESSEMER CITY, NC 28016- NBHD #: 6A047 NBHD NAME: NORTH CROWDERS MOUNTAIN 6A TOWNSHIP: CROWDERS MTN TOWNSHIP LEGAL DESC: . 11 014 007 04 000 DEED BOOK: 5357 PAGE: 2169 DEED RECORDING DATE: 8/15/2022 SALES AMOUNT: \$0 PLAT BOOK: PAGE: STRUCTURE TYPE: YEAR BUILT: 0 SQUARE FOOTAGE: 0 VACANT: VACANT BASEMENT: NO BED: 0 BATH: 0 HALF-BATH: MULTI-STRUCTURES: NO ACREAGE: 24.16 TAX CODE: 270 TAX DISTRICT: AG. CENTER FD VOLUNTARY AG DISTRICT: NO PROPERTY USE: RESIDENTIAL</p>	<p>PHOTO NOT AVAILABLE</p>
		<p>SKETCH NOT AVAILABLE</p>
		 <p>GASTON COUNTY GIS</p>



Disclaimer: The information provided is not to be considered as a legal document or description. The map & parcel data is believed to be accurate, but Gaston County does not guarantee its accuracy. Values shown are as of January 1, 2023. - Document created for printing on January 31, 2024

EXHIBIT C

<p>PRIMARY PROPERTY ADDRESS NO ASSIGNED ADDRESS</p> <p>PROPERTY INFORMATION CITY LIMITS: BESSEMER CITY ETJ: NOT IN ETJ POLICE DISTRICT: BESSEMER CITY FIRE DISTRICT: BESSEMER CITY SPECIAL FLOOD HAZARD AREA: LOCAL WATERSHED: LONG CREEK CENSUS TRACT: 308.02</p> <p>TAX VALUES MARKET LAND VALUE: \$69,370 MARKET IMPR. VALUE: \$0 MARKET VALUE: \$69,370 FARM DISCOUNT: NO EXEMPT: NO TAXABLE VALUE: \$69,370</p>	<p>TAX INFORMATION PARCEL #: 306573 PIN #: 3527309082 CURRENT OWNERS: STEWART LUCAS JOHN STEWART ABBY BEAM MAILING ADDRESS: 707 TONCIN AVE, BESSEMER CITY, NC 28016- NBHD #: 6A047 NBHD NAME: NORTH CROWDERS MOUNTAIN 6A TOWNSHIP: CROWDERS MTN TOWNSHIP LEGAL DESC: LUCUS STEWART (FUTURE DEVELOPMENT) PLAT BOOK 095 PAGE 053 DEED BOOK: 5357 PAGE: 2169 DEED RECORDING DATE: 8/15/2022 SALES AMOUNT: \$0 PLAT BOOK: 095 PAGE: 053 STRUCTURE TYPE: YEAR BUILT: 0 SQUARE FOOTAGE: 0 VACANT: VACANT BASEMENT: NO BED: 0 BATH: 0 HALF-BATH: MULTI-STRUCTURES: NO ACREAGE: 10.82 TAX CODE: 120 TAX DISTRICT: BESSEMER CITY VOLUNTARY AG DISTRICT: NO PROPERTY USE: RESIDENTIAL</p>	<p>PHOTO NOT AVAILABLE</p> <p>SKETCH NOT AVAILABLE</p>  <p>GASTON COUNTY GIS</p>
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Disclaimer: The information provided is not to be considered as a legal document or description. The map & parcel data is believed to be accurate, but Gaston County does not guarantee its accuracy. Values shown are as of January 1, 2023. - Document created for printing on January 31, 2024

Section D Annexation Petition

Item 9.

State of North Carolina, Gaston County, Petition of Annexation of Property to the City of Bessemer City, North Carolina

Part 1 The undersigned, being all the owners of the real property described in this application (Section C) respectfully request the annexation of said property to the City of Bessemer City, North Carolina. **The petitioners understand and agree that any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.** The property to be annexed is:

<input checked="" type="checkbox"/>	Contiguous to the present primary corporate limits of the City of Bessemer City, North Carolina, or
	Satellite (Not Contiguous) to the municipal limits of the City of Bessemer City, and meets all of the requirements for NCGS §160A-58.1(b) . This includes that if any portion of an area of the proposed annexation is part of a subdivision, all of the subdivision must be included.

Part 2 NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes ___ No

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Signed this 28 day of February, 2024 by the owners of the property described in Section C.

Owner's Signature(s)

Include signatures of new owners if ownership will change during the annexation process.

Indicate if owner is signing on behalf of legal entity and in what capacity.

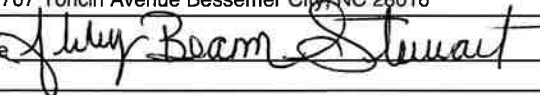
Print Name Lucas John Stewart Phone _____

Address 707 Toncin Avenue Bessemer City, NC 28016

Signature  Date 2-28-24

Print Name ABBY BEAM STEWART Phone _____

Address 707 Toncin Avenue Bessemer City, NC 28016

Signature  Date 2-28-24

Print Name HOME SHOWCASE OF THE CAROLINAS, INC (Brent Moore - President) Phone _____

Address 1364 Crowders Mountain Road Bessemer City, NC 28016

Signature  Date 2-28-24

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

Print Name _____ Phone _____

Address _____

Signature _____ Date _____

A notary statement must be completely filled out for each signature.

PETITION MUST BE NOTARIZED

State of: NC
County of: Gaston

Use this section for individual landowners.

I, Anthony A London [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, Lucas Stewart [Name of Landowner], as stated on the annexation petition, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Use this section for all land owners that are not individuals, such as (without limitation) corporate land owners, properties held in an estate, properties held in trust, etc.

I, _____ [Notary's Name], a Notary Public for said County and State, do hereby certify that _____ [Representative for Landowner], a duly authorized representative for _____ [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is _____ [Title] of said land owner, and acknowledged on behalf of said landowner, the due execution of the foregoing instrument.

Use this section for all individual landowners that are having a Power-of-Attorney execute the Annexation Request.

I, _____ [Notary's Name], a Notary Public for Said County and State, do hereby certify that, _____ [Attorney-In-Fact's Name], Attorney-in-Fact for _____, [Name of Landowner(s)] personally appeared before me this day, and being by me duly sworn, say that he/she executed the foregoing and annexed instrument for and on behalf of said Landowner(s) and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of _____, State of _____, [County & State of Recording Office] on the ___ day of _____, 20_, [Date of Recording of the Document] and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney. I further certify that the said Attorney-In-Fact acknowledged the due execution of the foregoing instrument for the purposed therein expressed for and on behalf of said Landowners.

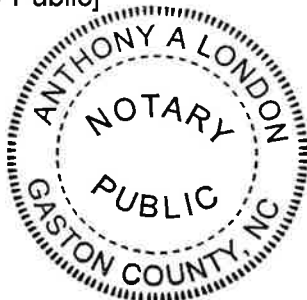
Witness my hand and official seal this 28 day of February, 2024

Anthony A London
Notary Public

My commission expires 2-27, 2025

[SEAL of Notary Public]

Notary's Stamp:



PETITION MUST BE NOTARIZED

State of: NC
County of: Gaston

Use this section for individual landowners.

I, Anthony A London [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, Abby Stewart ^{Abby Stewart} [Name of Landowner], as stated on the annexation petition, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Use this section for all land owners that are not individuals, such as (without limitation) corporate land owners, properties held in an estate, properties held in trust, etc.

I, _____ [Notary's Name], a Notary Public for said County and State, do hereby certify that _____ [Representative for Landowner], a duly authorized representative for _____ [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is _____ [Title] of said land owner, and acknowledged on behalf of said landowner, the due execution of the foregoing instrument.

Use this section for all individual landowners that are having a Power-of-Attorney execute the Annexation Request.

I, _____ [Notary's Name], a Notary Public for Said County and State, do hereby certify that, _____ [Attorney-In-Fact's Name], Attorney-in-Fact for _____, [Name of Landowner(s)] personally appeared before me this day, and being by me duly sworn, say that he/she executed the foregoing and annexed instrument for and on behalf of said Landowner(s) and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of _____, State of _____, [County & State of Recording Office] on the ___ day of _____, 20_, [Date of Recording of the Document] and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney. I further certify that the said Attorney-In-Fact acknowledged the due execution of the foregoing instrument for the purposed therein expressed for and on behalf of said Landowners.

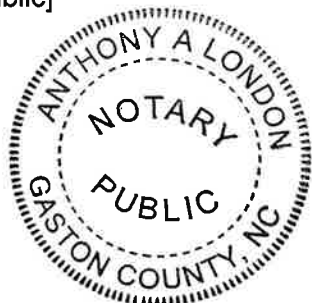
Witness my hand and official seal this 28 day of February, 2024

Anthony A London
Notary Public

My commission expires 2-27, 2025

[SEAL of Notary Public]

Notary's Stamp:



PETITION MUST BE NOTARIZED

State of: NC
County of: Gaston

Use this section for individual landowners.
I, _____ [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, _____ [Name of Landowner], as stated on the annexation petition, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Use this section for all land owners that are not individuals, such as (without limitation) corporate land owners, properties held in an estate, properties held in trust, etc.

I, Anthony A London [Notary's Name], a Notary Public for said County and State, do hereby certify that Brent Moore [Representative for Landowner], a duly authorized representative for HOME SHOWCASE OF THE CAROLINAS, INC [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is President of HOME SHOWCASE OF THE CAROLINAS, INC [Title] of said land owner, and acknowledged on behalf of said landowner, the due execution of the foregoing instrument.

Use this section for all individual landowners that are having a Power-of-Attorney execute the Annexation Request.

I, _____ [Notary's Name], a Notary Public for Said County and State, do hereby certify that, _____ [Attorney-In-Fact's Name], Attorney-in-Fact for _____, [Name of Landowner(s)] personally appeared before me this day, and being by me duly sworn, say that he/she executed the foregoing and annexed instrument for and on behalf of said Landowner(s) and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of _____, State of _____, [County & State of Recording Office] on the ___ day of _____, 20_, [Date of Recording of the Document] and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney. I further certify that the said Attorney-In-Fact acknowledged the due execution of the foregoing instrument for the purposed therein expressed for and on behalf of said Landowners.

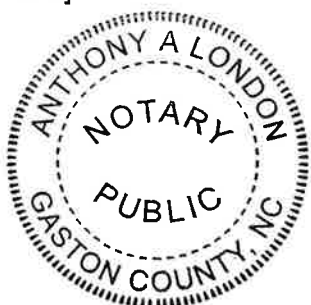
Witness my hand and official seal this 28 day of February, 2024

Anthony A London
Notary Public

My commission expires 2-27, 2025

[SEAL of Notary Public]

Notary's Stamp:



Type: CONSOLIDATED REAL PR
Recorded: 8/15/2022 3:51:30 PM
Fee Amt: \$26.00 Page 1 of 6
Revenue Tax: \$0.00
Gaston, NC
Susan S. Lockridge Register of Deeds

Item 9.

BK 5357 PG 2169 - 2174

Parcel Identifier No. 306569; 306570; 306571; 306572; 306573; 304904
Mail after recording Mr. Neisler's Box 54
This instrument was prepared by C. Andrew Neisler, Jr., 300 East King Street, Kings Mountain, NC 28086

Brief Description for the index 6 parcels

Excise Tax \$ 0

NORTH CAROLINA GENERAL WARRANTY DEED

NO TITLE EXAMINATION WAS PERFORMED BY THE PREPARER OF THIS INSTRUMENT

THIS DEED made this 15th day of August 2022, by and between

GRANTOR	GRANTEE
LUCAS JOHN STEWART and wife, ABBY BEAM STEWART 707 Toncin Avenue Bessemer City, NC 28016	LUCAS JOHN STEWART and wife, ABBY BEAM STEWART a 50% undivided interest 707 Toncin Avenue Bessemer City, NC 28016 And HOME SHOWCASE OF THE CAROLINAS, INC. a North Carolina Corporation a 50% undivided interest 1364 Crowders Mountain Road Bessemer City, NC 28016

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g., corporation or partnership.

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all my interest in that certain lot or parcel of land situated in or near the city of _____, Gaston County, North Carolina and more particularly described as follows:

submitted electronically by "Cloninger and Neisler"
N.C. Bar Assn in compliance with North Carolina statutes governing recordable documents
Printed by Ag and the terms of the submitter agreement with the Gaston County Register of Deeds.
#003

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in its corporate name by its duly authorized officers by authority of its Board of Directors, the day and year first above written.



LUCAS JOHN STEWART (SEAL)




ABBY BEAM STEWART (SEAL)

STATE OF NORTH CAROLINA

COUNTY OF GASTON

I, a Notary Public of the County and State aforesaid, certify that LUCAS JOHN STEWART and ABBY BEAM STEWART did personally appear before me this day, and being by me duly sworn, acknowledged the due execution of the foregoing instrument for the purpose therein expressed.

Witness my hand and official stamp or seal, this 15 day of August, 2022.



Notary Public

My commission expires: 2 - 27 - 2025



UNOFFICIAL

EXHIBIT "A"

TRACT ONE: Parcel # 304904

BEGINNING at an existing iron pin situated on the easternmost line of the property of Herman Clark, Jr. as described in that deed recorded in Book 4703 at Page 1200, said iron pin is North 13 degrees 55 minutes 40 seconds East 16.23 feet from an iron pin set at the northwesternmost corner of Lot 11 of the Ashley Park Subdivision as shown on that plat recorded in Plat Book 47 at Page 89, said iron pin which is the point of beginning is also a corner of the property of Stewart as described in that deed recorded in the Gaston County Registry in Book 5187 at Page 990; thence from the beginning and with the common line of the property of Clark as described in the foregoing deed the following courses and distances: (1) North 13 degrees 58 minutes 50 seconds East 104.05 feet to an existing iron pin and (2) North 64 degrees 23 minutes 38 seconds West 334.16 feet to an existing iron pin, said iron pin is the common rear corner of Lot #s 25 and 26 of the Ashley Park Subdivision as shown on that plat recorded in Plat Book 64 at Page 41; thence along the rear lot lines of Lot #s 25, 24, 15, 14 and 13 of the Ashley Park Subdivision as shown on that plat recorded in Plat Book 64 at Page 41 the following courses and distances: (1) North 65 degrees 58 minutes 32 seconds West 200.10 feet to an existing iron pin, (2) North 69 degrees 53 minutes 18 seconds West 226.24 feet to an existing iron pin, (3) North 65 degrees 16 minutes 38 seconds West 153.0 feet to an existing iron pin, (4) North 59 degrees 38 minutes 34 seconds West 360.0 feet to an existing iron pin and (5) crossing a creek, South 81 degrees 59 minutes 59 seconds West 173.79 feet to an existing iron pin on the line of the property of the City of Bessemer City as described in that deed recorded in Book 4889 at Page 2290; thence with the common line of the property of the City of Bessemer City as described in the foregoing deed, North 01 degrees 58 minutes 51 seconds East 747.84 feet to an existing iron pin, said existing iron pin is a corner of the property of Michael Flanigan as described in that deed recorded in Book 4421 at Page 763; thence with the common line of the property of Flanigan as described in the foregoing deed, South 62 degrees 09 minutes 53 seconds East 2,365.88 feet to an existing iron pin, said existing iron pin is a corner of the property of Stewart as described in that deed recorded in Book 5187 at Page 990; thence with the common line of the property of Stewart as described in the foregoing deed the following courses and distances: (1) South 04 degrees 26 minutes 57 seconds East 64.90 feet to an existing iron pin, (2) North 72 degrees 30 minutes 25 seconds West 597.85 feet to an existing iron pin, (3) South 18 degrees 00 minutes 40 seconds West 445.01 feet to an existing iron pin and (4) North 72 degrees 14 minutes 11 seconds West 128.19 feet to the point of beginning, containing 23.672 acres.

The above description was taken from an unrecorded survey prepared by Carolinas Design Group, P LLC, dated January 25, 2021 captioned "Boundary Survey of 23.672 acres for Lucas Stewart."

The foregoing is a portion of the property conveyed to Ashley Investments, LLC as set forth in that deed recorded in the Gaston County Registry in Book 3373 at Page 57.

Title Reference: Deed Book 5200 at Page 1476 of the Gaston County Registry.

TRACT TWO: Parcel #s 306569; 306570; 306571; 306572; 306573

BEGINNING at an iron pin set on the westernmost margin of the right of way of Costner School Road, said iron pin is the northeasternmost corner of Lot # 2 of the Ashley Park Subdivision as shown and described on Map 2, a copy of which is recorded in the Gaston County Registry in Plat Book 47 at Page 90, thence with the northernmost line of Lot # 2 as shown on the foregoing plat and with the northernmost line of the property of Crouch as described in that deed recorded in Book 4380 at Page 694, North 76 degrees 16 minutes 55 seconds West 350.20 feet to an existing iron pin; thence continuing with the common line of the property of Crouch as described in the foregoing deed and with the common line of the property of Farris as described in that deed recorded in Book 4573 at Page 1102, North 64 degrees 19 minutes 40 seconds West and passing over an existing iron pin at 58.89 feet a total distance of 472.41 feet to an iron pin, corner of Farris; thence continuing with the common line of the property of Farris, South 13 degrees 58 minutes 23 seconds West 118.61 feet to an existing iron pin, said iron pin is the common rear corner of Lot #s 6 & 7 of the Ashley Park Subdivision as shown on Map 1, a copy of which is recorded in Plat Book 47 at Page 89; thence along the rear lot lines of Lot #s 7, 8 & 9 as shown on the foregoing recorded plat, North 75 degrees 57 minutes 54 seconds West 299.83 feet to an existing iron pin; said existing iron pin is the common rear corner of Lot #s 9 & 10; thence with the common line of the property of Bobby Carswell as described in that deed recorded in Book 4988 at Page 1586, North 13 degrees 56 minutes 55 seconds East 100.0 feet to an existing iron pin; thence continuing with the common line of the property of Carswell and with the common line of the property of Lucas Stewart as described in that deed recorded in Book 4498 at Page 2011, North 76 degrees 03 minutes 08 seconds West 200.08 feet to an iron pin set on the common line of the property of Herman Clarke, Jr. as described in that deed recorded in Book 4703 at Page 1200; thence with the common line of the property of Clarke, North 13 degrees 55 minutes 40 seconds East 16.23 feet to an iron pin set; thence the following courses and distances: (1) South 72 degrees 14 minutes 11 seconds East 128.19 feet to an iron pin set, (2) North 18 degrees 00 minutes 40 seconds East 445.01 feet to an iron pin set, (3) South 72 degrees 30 minutes 25 seconds East 597.85 feet to an existing iron pin and (4) North 04 degrees 26 minutes 57 seconds West 64.93 feet to an existing iron pin, said existing iron pin is the common rear corner of the property of Rock Meadows Estates as described in that deed recorded in Book 4481 at Page 963 and Flanigan as described in that deed recorded in Book 4421 at Page 763; thence along the southernmost line of the property of Rock Meadows Estates the following courses and distances: (1) South 66 degrees 22 minutes 01 seconds East 87.89 feet to a point in a gully and (2) South 66 degrees 37 minutes 03 seconds East 66.10 feet to an existing iron pin, said existing iron pin is a corner of the property of Hernandez as described in that deed recorded in Book 4914 at Page 2032; thence with the common line of the property of Hernandez the following courses and distances: (1) South 18 degrees 35 minutes 21 seconds West 199.66 feet to an existing iron pin and (2) South 82 degrees 58 minutes 31 seconds East 444.97 feet to an existing iron pin situated on the westernmost margin of the right of way of Costner School Road; thence along the westernmost margin of the right of way of Costner School Road, South 14 degrees 00 minutes 13 seconds West 381.67 feet, the point of beginning, containing 11.859 acres.

The above description was taken from an unrecorded survey prepared by Carolinas Design Group, P LLC, captioned "Boundary Survey of 11.859 acres for Lucas Stewart."

The foregoing is a portion of the property conveyed to Ashley Investments, LLC as set forth in that deed recorded in the Gaston County Registry in Book 3373 at Page 57.

Title Reference: Deed Book 5187 at Page 990 of the Gaston County Registry.

UNOFFICIAL

Section E Supplemental Information

In order for the City of Bessemer City to better serve annexation areas, now and in the future, the City requests the following information from you. Please give your best estimates where they are needed. Contact information for relative City Departments can be found at the end of the worksheet. Please indicate 'N/A' for questions on which you have no information.

Acreage of Area										23.688				
Current Population of Area										0				
Current Zoning of Area										UR-CD				
Desired City Zoning of Area										UR-CD				
Proposed Use (i.e. residential, commercial, or industrial)										Residential				
Estimated Total Value of Residential Units for the Proposed Development										\$39,600,000				
Total Proposed Number of Dwelling Units										99				
Type of Proposed Dwelling Units (Single Family Detached, Single Family Attached, Multi-Family)										Single Family Detached				
Year 1	0	Year,2	36	Year 3	48	Year 4	15	Year 5						
Estimated Total Value of Business Units for the Entire Proposed Development										N/A				
Commercial Value			Industrial Value			Other (not-for-profit) Value								
Proposed Number of Commercial										N/A				
Year 1		Year 2		Year 3		Year 4		Year 5						
Proposed Number of Industrial										N/A				
Year 1		Year 2		Year 3		Year 4		Year 5						
Proposed Number of Other (not-for-profit)?										N/A				
Year 1		Year 2		Year 3		Year 4		Year 5						

Section E (continued) Supplemental Information									
Street Information Public									
Proposed total linear mileage of roadway installed					3829 LF				
Year 1	0	Year 2	1159 LF	Year 3	1693 LF	Year 4	977 LF	Year 5	
Proposed total number of non-state maintained street miles									
Year 1	0	Year 2	1159 LF	Year 3	1693 LF	Year 4	977 LF	Year 5	

Water Information 2395 LF									
Typical water service(s) (i.e. ¾", 1", etc.)					¾" Lateral				
Number of services installed by developer (by service type)					99				
Year 1	0	Year 2	36	Year 3	48	Year 4	15	Year 5	
Number of services requested (by service type)					99				
Year 1	0	Year 2	36	Year 3	48	Year 4	15	Year 5	
Typical irrigation meter size(s) to be installed (i.e. ¾", 1", etc.)					¾"				
Number of Services Requested					2				
Year 1		Year 2		Year 3		Year 4		Year 5	
Estimated Mileage of Water Pipe Needed					8" 3794 LF, 1" 299 LF				
Year 1		Year 2	8" at 1177 LF	Year 3	8" at 1698 LF	Year 4	8" at 919 LF	Year 5	
					1" at 299 LF				

Sewer Information 2,606 LF									
Typical sewer service(s) (i.e. 4", 6", 8" etc.)					6"				
Number of services installed by developer (by service type)					99				
Year 1	0	Year 2	36	Year 3	48	Year 4	15	Year 5	
Number of services requested (by service type)					99				
Year 1	0	Year 2	36	Year 3	48	Year 4	15	Year 5	
Estimated Mileage of Water Pipe Needed					8" at 3833 LF, 4" at 2841 LF				
Year 1	0	Year 2	4" at 2841 LF	Year 3	8" at 1719 LF	Year 4	8" at 1112 LF	Year 5	
					8" at 1002 LF				

Section E (continued) Supplemental Information									
Solid Waste Data									
Number of Rollouts needed for Multi-Family Units					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units using City rollout collection					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units needing corrugated (cardboard) recycling					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units needing white paper pick-up (recycling)					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	

February 22, 2024

Bessemer City Planning and Zoning
132 W. Virginia Ave.
Bessemer City, NC 28016
Phone: 704-729-6510

Re: Stewart Crossing

We, Lucas Stewart, Abby Stewart, and HOME SHOWCASE OF THE CAROLINAS Inc. (Brent Moore – President) are property owners of parcel #s 306572, 306571, 306573, 306570, 306569, and 304904 in Gaston County. This purpose of this letter is to authorize Meritage Homes of the Carolinas Inc. to submit the above referenced project for annexation, subdivision, and land disturbance on our behalf as Petitioner or Applicant to the City of Bessemer City, Gaston County, NCDEQ, and NCDOT.

Information

Parcel IDs: 306572, 306571, 306573, 306570, 306569, and 304904

Owners Names: Lucas Stewart

Mailing Address: 707 Toncin Avenue Bessemer City, NC 28016

Telephone: 904-460-2154

Email: STEWARTLS7@YAHOO.COM

Parcel IDs: 306572, 306571, 306573, 306570, 306569, and 304904

Owners Names: Abby Stewart

Mailing Address: 707 Toncin Avenue Bessemer City, NC 28016

Telephone: 980-329-4593

Email: abbystewart86@yahoo.com

Parcel IDs: 306572, 306571, 306573, 306570, 306569, and 304904

Owners Names: HOME SHOWCASE OF THE CAROLINAS INC. - (Brent Moore – President)

Mailing Address: 1364 Crowders Mountain Road Bessemer City, NC 28016

Telephone: 704-913-1652

Email: Gastoniahuac@yahoo.com


2-28-24

Lucas Stewart

LUCAS STEWART

Signature

Printed Name

Date



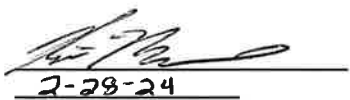
Abby Stewart

Abby Stewart

Signature

Printed Name

Date


2-28-24

Brent Moore

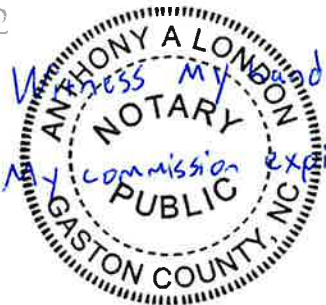
Brent Moore

Signature

Printed Name

Date

2



and official seal this 28 day of February, 2024

My commission expires 2-27, 2025





COBC-GOVBOD-2023-2024 O 14

City of Bessemer City

ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF BESSEMER CITY, NORTH CAROLINA

WHEREAS, the City Council has been petitioned under GS 160A-31 to annex the area described below; and

WHEREAS, the City Council has directed the City Clerk to investigate the sufficiency of the petition; and

WHEREAS, the City Clerk has certified the sufficiency of the petition and a public hearing on the question of this annexation was held in the Council Chambers of City Hall at 7:00PM on May 13th, 2024, after due notice by publication in the Gaston Gazette on Wednesday, May 1st, 2024; and

WHEREAS, the City Council finds that the petition and annexation map meet the requirements of contiguous annexation found in GS 160A-31;

NOW THEREFORE, BE IT ORDAINED by the City Council of the City of Bessemer City, North Carolina that:

Section 1. By virtue of the territory described below is hereby annexed and made part of the City of Bessemer City as of May 13th, 2024.

Section 2. Upon and after May 13th, 2024, the area described below shall be subject to all debts, laws, ordinances, and regulations in force in the City of Bessemer City and shall be entitled to the same privileges and benefits as other parts of the City of Bessemer City. Said territory shall be subject to municipal taxes according to GS 160A-58. 10.

Section 3. The Mayor of the City of Bessemer City shall cause to be recorded in the office of the Register of Deeds of Gaston County, and in the office of the Secretary of State at Raleigh, North Carolina, an accurate map of the annexed territory together with a duly certified copy of

this ordinance. Such a map shall also be delivered to the City Board of Elections, as required by GS 163-288.1.

ANNEXATION AREA DESCRIPTION

The area is 23.688 acres as shown on the deed recorded in Gaston County Registry by Tax Parcel Number 304904 in deed book 5357 and page 2169 respectively to which reference is hereby made for a fuller and complete description of said lot by metes and bounds.

Adopted this 13th day of May, 2024.

BECKY S. SMITH, MAYOR

ATTEST: _____
HYDEIA Y. HAYES, CITY CLERK

NORTH CAROLINA
GASTON COUNTY

This the ____ day of _____, _____, personally appeared before me, a Notary Public for said County and State, Hydeia Y. Hayes who being duly sworn to me says that she knows the common seal of the City of Bessemer City and is acquainted with Becky S. Smith, who is the Mayor and presiding member of said municipal corporation; and that she saw the Mayor sign the foregoing instrument and saw the common seal of the said municipal corporation affixed to said instrument by said Mayor, and that she, the said Hydeia Y. Hayes, signed her name in attestation of said instrument in the presence of said Mayor of said municipal corporation.

Witness my hand and notarial seal, this the ____ day of _____, _____.

Notary Public

My Commission expires _____

Prepared By: Hydeia Y. Hayes (Bessemer City City Hall)
Mail To: Bessemer City Hall
ATTN: Hydeia Hayes
132 W. Virginia Ave.
Bessemer City, NC 28016



132 W. Virginia Ave.
 Bessemer City, NC 28016
 (704) 629 – 5542 Ext. 1003

Staff Only:
 Date Rec'd: 10/16/2023
 Rec'd by: Nathan Hester
 Case #: CD 03-2023

LAND DEVELOPMENT APPLICATION FORM

1. Application Type	✓	Fee	✓	Fee
• Sketch Plan/Plat (Major Sub):		_____	• Conditional Zoning (CZ)	<u>700.00</u>
• Preliminary Plat (Major Sub):		_____	• Special Use Permit (SUP)	_____
• Final Plat (Major Sub):		_____	• Text Amendment	_____
• Major Site Plan		_____	• Minor Site Plan	_____
• Construction Documents:		_____	• Minor Subdivision Plat	_____
• Recombination Plat		_____	• General Rezoning	_____
• Other: _____		_____		
Fee Total:				<u>700.00</u>

2. Project Information

Date of Application: 10/16/23 Name of Project: Yellow Jacket Lane Townhomes

Location: ML Kiser and Bess Town Road Property Size (acres): 6.26 # of Units/Lots: 68

Current Zoning: UR Proposed Zoning: CZ

Current Land Use: Vacant Proposed Land Use: Townhomes

Tax Parcel Number(s): 151678

Square Footage: N/A

3. Contact Information

Owner, Applicant, or Developer

Development Solutions Group, LLC

Address

11121 Carmel Commons Blvd #360

City, State Zip

Charlotte, NC 28226

Telephone

704-543-0760

Email

kent@olsondevelopment.com

Agent(s) (Engineer, Architect, Etc.)

LC3 Consulting

Address

320 Inland Cove Court

City, State Zip

Clover, SC 29710

Telephone

803-415-4866

Email

kcrowe@lc3consulting.com

4. The following items may also be required to be considered part of a complete application, please check all that apply on this list:

- Signed “Original” application**
- Project Fee(s)** – See Fee Schedule
- Written Summary/Description of Request** can be on company letterhead. Shall include requested use or uses, sq. feet of non-residential space, or density and number of units/lots for residential, or any other applicable information. For CZ’s, must also describe any variations proposed from the Land Development Code
- Property Survey** (at least one copy), including existing buildings, topography, wetlands, streams, vegetation (trees over 18” in diameter), and other natural features.
- Site/sketch plan** (at least one copy), may contain multiple pages and must be drawn to scale by an engineer or landscape architect. Shall include locations of buildings and/or lots, streets, parking, proposed grading, landscaping/screening, open space, watershed/storm water information, associated storm water measures, and proposed utilities and lighting. Shall also include general information from adjoining lots
- Illustrative (color) site/sketch plan** for presentation purposes with same layers as described above
- Architectural elevations, Perspective Renderings, and Architectural Review Board Checklist** may include multiple pages and must be drawn to scale by an architect. Include all primary and accessory buildings (all building sides), an illustrative color package, and black and white w/dimensions. Other architectural elements/features of the site such as gazebos, trellis’s, garden walls, retaining walls, or other items over 4-feet in height must also be included (NOT REQUIRED, BUT OPTIONAL FOR SINGLE-FAMILY RESIDENTIAL DEVELOPMENTS).
- Illustrative (color) elevations** for presentation purposes for all items described above, as well as perspective (3D) renderings and photograph examples
- Digital Files** of all items listed above

Last Update: 07/06/2021

Signature: _____ Printed Name: _____ Date: _____



PLANNING BOARD/BOARD OF ADJUSTMENT
REQUEST FOR ACTION

AGENDA ITEM NO.: 3.b

MEETING DATE:5-13-2024

DESCRIPTION: Rezoning of Parcel #151678 from Urban Residential to Conditional District for residential Townhome Development.

BACKGROUND INFORMATION: See Informational Packet.

STAFF RECOMMENDATION:

Approve development as submitted.

BOARD ACTION TAKEN:

- Pursue Project of multifamily development on site with relief of 3 acre size limitation.
- Recommend reducing density to Land Development Code restriction of 8 units per acre.
- Recommend deny relief of decreased open space.
- Recommend developer meet required setbacks. No relief of setback requirements recommended.
- Recommend to accept dedication to City of Bessemer City of the two main right of ways within the development and recommend that alleyways remain privately owned and maintained by future HOA.

Exhibit A
Areas of Relief and Conditions of Approval

1. The proposed development shall follow the requirements of the City of Bessemer City Land Development Code with the added relief of:
 - a. Allowing the development for multifamily use on one lot that is excess of three (3) acres.
 - b. Allowing for an excess of eight (8) units per acre, which is more than the density requirements per acre stated within 3.2.A. of the city's LDC.
 - c. Relief of the open space requirement. The developer will be financially responsible for payment in lieu of the required dedicated open space. This payment will be calculated utilizing the requirements stated in 4.8.D.
 - d. Relief from front setback requirements provided in section 3.2.A of the Bessemer City Land Development Code.
 - e. Developer will commit to servicing the project with Natural Gas utility service, the developer will be financially responsible for the infrastructure expansion.
2. All other multifamily design standards stated within the City of Bessemer City Land Development Code shall be adhered to.
3. The developer shall extend the City of Bessemer City water and sewer to and within the site, at their expense. The development will be served by City utilities: water and sewer.
4. All off-site utility easements, if necessary to provide utilities to the site, must be obtained by the developer, at their expense, prior to approval of construction plans, issuance of permits, or commencement of construction.
5. Conditional Zoning approval is valid for a period of twenty-four (24) months from the date of approval.

PLAN CONSISTENCY & STATEMENT OF REASONABLENESS
ZONING MAP AMENDMENT
March 11th, 2024

Pursuant to N.C. Gen. Stat. §160D-605 the City of Bessemer City Council hereby approves and adopts the following Plan Consistency and Statement of Reasonableness for the rezoning of the Tax Parcels included with development application CD 03-2023 within the City limits and Extra Territorial Jurisdiction of Bessemer City, North Carolina as noted and depicted on the proposed Official Zoning Map.

- 1) Said zoning change is **consistent** with the goals and values established by the City Council adopted in 2023.
 - a. The City Council created a mission and vision statement that included the following six values: 1. Accountability, 2. Ethics, 3. Community Dependability, 4. Honesty, 5. Respect, 6. Open-Mindedness. These rezoning's are consistent with these values.
 - b. The City Council created a mission and vision statement that included the following five goals: 1. Promote a desirable place to live and work that provides a healthy quality of life, 2. Ensure a safe and secure community for residents and visitors, 3. Invest in a high quality infrastructure to support a thriving and diverse economy, 4. Provide opportunities for citizen engagement and promote volunteerism, 5. Foster organizational sustainability that embraces innovation and creativity. These rezoning's are consistent with these goals.

- 2) Said rezoning is **consistent** with the City of Bessemer City 2020 Vision Plan and the City of Bessemer City Planning and Economic Development Comprehensive Land Use Vision Map adopted by the City Council in 2019. The proposed rezoning's are:
 - a. Consistent with the existing adjacent land uses as designated on the official land use map.

- 3) The proposed map amendments **would not be detrimental** to the city and ETJ.
 - a. The physical conditions that make the rezoning's reasonable are:
 - Provides Residential and Economic Development growth opportunities with new development in areas that are currently zoned to accommodate the applicable use.
 - b. Rezoning is in the best interest of the public to increase and maximize property values to provide for future infrastructure and amenities.

Therefore, the requested rezoning's are **reasonable** and **in the public interest**.

Upon a motion that the application is **consistent** with the Bessemer City Planning and Economic Development Comprehensive Land Use Vision.

Read, approved and adopted this the 11th day of March, 2024.

ATTEST

CITY COUNCIL FOR THE
CITY OF BESSEMER CITY

Hydeia Hayes, City Clerk

BY _____
Becky S. Smith, Mayor

APPROVED AS TO FORM

David Smith, City Attorney

ORDINANCE OF BESSEMER CITY, NORTH CAROLINA AUTHORIZING THE EXECUTION OF AN AMENDMENT TO ITS GAS SUPPLY CONTRACT WITH THE PUBLIC ENERGY AUTHORITY OF KENTUCKY (“PEAK”); AUTHORIZING THE [CITY MANAGER] TO ACCEPT A DISCOUNT BELOW THE MINIMUM DISCOUNT SPECIFIED IN THE GAS SUPPLY CONTRACT IN CONNECTION WITH THE RESET OF THE AVAILABLE DISCOUNT IN PEAK’S GAS PREPAYMENT PROJECT; AND ADDRESSING RELATED MATTERS

WHEREAS, Bessemer City, North Carolina (the "City") is a body politic and corporate, municipal corporation and unit of local government of the State of North Carolina; and

WHEREAS, the City owns and operates a municipal gas distribution utility and is authorized by the provisions of the City Council to acquire, purchase, transport, store and manage supplies of gas necessary to meet the requirements of the residential, commercial and industrial customers served by such utility; and

WHEREAS, the Public Energy Authority of Kentucky (“PEAK”), which was formed pursuant to the Natural Gas Acquisition Authority Act, KRS 353.400 to 353.410, has acquired long-term natural gas supplies from BP Energy Company ("BPEC"), for resale to the City and certain other public gas distribution systems that elected to contract with PEAK for a portion of the gas purchased from BPEC (the "Prepaid Project"); and

WHEREAS, in order to fund the prepayment of gas supplies in connection with the Prepaid Project, PEAK issued its Gas Supply Revenue Bonds, Series 2018 B (the “Series 2018 B Bonds”); and

WHEREAS, the City and PEAK are parties to that certain Gas Supply Contract dated as of September 1, 2018 (the “Supply Contract”) providing for the sale and purchase of gas supplies from the Prepaid Project, and capitalized terms used and not defined in this resolution shall have the meanings assigned to them in the Supply Contract; and

WHEREAS, the Supply Contract provides for the periodic re-calculation of the Available Discount for Reset Periods subsequent to the Initial Reset Period pursuant to procedures and parameters set forth in a Repricing Agreement between PEAK and BPEC; and

WHEREAS, the Initial Reset Period expires on November 30, 2024 and pursuant to the Repricing Agreement the amount of the Available Discount and the length of the Reset Period during which the Available Discount will be in effect will be determined; and

WHEREAS, PEAK is in discussions with BPEC in connection with the optimal approach to structuring the refunding of the Series 2018 B Bonds and is considering different options which affect the Available Discount for the Reset Period, including different options for the term and discount to be available during the Reset Period; and

WHEREAS, certain of those options may require an Amendment to the Supply Contract, while others may not;

NOW, THEREFORE, be it hereby resolved by the City of Bessemer, North Carolina that:

1. The [City Manager] (the “Authorized Officer”), is hereby authorized to (a) respond to all notices provided by PEAK with respect to the estimated Available Discount, the final Available Discount and the Reset Period, including the Remarketing Notice, pursuant to the Supply Contract, and (b) enter into an amendment to the Supply Contract between the City and PEAK, if necessary and appropriate, to reflect such changes to the Supply Contract as shall be necessary or desirable in structuring the best resolution of the Reset Period options that may be available to PEAK under the Repricing Agreement, as described in the following section of this resolution.

2. The Authorized Officer is hereby delegated full authority to effectuate a continuation of the transaction for the Reset Period from among the options that may be available, including but not limited to: (i) accepting an Available Discount for the next Reset Period (as determined under the Repricing Agreement) that is less than the Minimum Discount specified in the Supply Contract, but in no case less than [15] cents per MMBtu to the City; (ii) extending the Delivery Period in the Supply Contract for up to an additional seventy-two (72) months with purchases at least equal to the daily contract quantity in effect in Year 30 of the Supply Contract during such extended Delivery Period.

3. The Authorized Officer is hereby authorized to execute any such other closing documents or certificates which may be required or contemplated in connection with the execution and delivery of the amendment to the Supply Contract or the establishment of a new Reset Period for the Prepaid Project.

This Resolution shall take effect immediately upon its adoption and shall be effective for all decisions that may be made for the upcoming Reset Period under the Supply Contract between the City and PEAK, and for the finalization of any amendments to the Supply Contract in order to effectuate the refunding of PEAK’s Series 2018 B Bonds.

All Resolutions or portions thereof inconsistent with this Resolution are hereby repealed and superseded.

BY: _____

Title: _____

Attest: _____

[SEAL]

AMENDMENT TO GAS SUPPLY CONTRACT

This **AMENDMENT TO GAS SUPPLY CONTRACT** (this “*Amendment*”) is entered into as of the 1st day of December 1, 2024, by and between the Public Energy Authority of Kentucky, a Natural Gas Acquisition Authority formed under the Natural Gas Acquisition Authority Act of the Commonwealth of Kentucky (“PEAK”) and Bessemer City, a City of the State of North Carolina (the “*Buyer*”). PEAK and the Buyer may be referred to individually in this Amendment from time to time as a “*Party*” or collectively as the “*Parties*”. Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Supply Contract referenced below.

WHEREAS, PEAK issued its Gas Supply Revenue Bonds, Series 2018B (the “*Series 2018B Bonds*”), pursuant to a Trust Indenture, dated as of September 1, 2018; and

WHEREAS, proceeds of the Series 2018B Bonds were applied by PEAK to purchase an approximately 30-year prepaid supply of natural gas (the “*Gas Supply*”) from BP Energy Company (“*BPEC*”), as seller, pursuant to a Prepaid Natural Gas Purchase and Sale Agreement, dated as of September 25, 2018 (the “*Prepaid Gas Agreement*”); and

WHEREAS, in connection with its acquisition of the Gas Supply, PEAK and the Buyer entered into that certain Gas Supply Contract, dated as of September 1, 2018, providing for the sale of a portion of the Gas Supply by PEAK to the Buyer (the “*Supply Contract*”); and

WHEREAS, PEAK and Regions Bank, as Trustee, have entered into an Trust Indenture, dated as of September 1, 2024, providing for the issuance of PEAK's Gas Supply Revenue Refunding Bonds, 2024 Series B (the “*2024 Bonds*”); and

WHEREAS, a portion of the proceeds of the 2024 Bonds will be used by PEAK to prepay the costs of the acquisition of an additional supply of natural gas under the Prepaid Gas Agreement, a portion of which will be resold to the Buyer under the Supply Contract; and

WHEREAS, in connection with the issuance of the 2024 Bonds, PEAK and the Buyer have agreed to amend certain provisions of the Supply Contract as provided herein;

NOW, THEREFORE, in consideration of the agreements hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

ARTICLE I AMENDMENTS TO SUPPLY CONTRACT

Section 1.1. Amendment to Section 1.01. Section 1.01 of the Supply Contract is hereby amended by deleting the definitions of the term “*Delivery Period*” in its entirety and replacing it with the following.

“*Delivery Period*” shall mean April 1, 2019, through the earlier of [November 30, 2054] or an Early Termination Date.

Section 1.2. Amendment of Exhibit A – Daily Contract Quantity. The Supply Contract is hereby amended by deleting Exhibit A – Daily Contract Quantity thereto in its entirety and replacing it with a new Exhibit A in the form attached to this Amendment as Attachment A.

ARTICLE II MISCELLANEOUS

Section 2.1. Effect of Amendment. Except as otherwise amended by this Amendment, the Supply Contract shall be and remain in full force and effect, and the execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy under the Supply Contract, nor constitute a waiver of any provision of the Supply Contract. PEAK and the Buyer hereby ratify and affirm all payment and performance obligations, contingent or otherwise, under the Supply Contract and acknowledge that the Supply Contract, as amended hereby, remains in full force and effect and is hereby ratified and affirmed.

Section 2.2. Counterparts. This Amendment may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Amendment, together with the Supply Contract and any prior amendments, constitute the entire contract between the Parties relating to the subject matter hereof and thereof and supersedes any and all previous agreements and understandings, oral or written, relating to the subject matter hereof and thereof. Delivery of an executed counterpart of a signature page of this Amendment by telecopy or electronic mail shall be effective as delivery of a manually executed counterpart of this Amendment. The Parties agree that an electronic signature of a Party to this Amendment shall be as valid as an original signature of such Party and shall be effective to bind such Party to this Amendment.

Section 2.3. Governing Law. This Amendment and the rights and obligations of the Parties shall be interpreted and construed in accordance with the applicable laws of the State of New York, excluding conflicts of law principles which would refer to the laws of another jurisdiction; *provided* that the authority of each of Buyer and Seller to enter into and perform its obligations under this Amendment shall be determined in accordance with the laws of the state or commonwealth, as applicable, of formation of each Party.

Section 2.4. Closing. The consummation of the transactions contemplated in this Amendment (the “*Closing*”) shall take place on or before December 1, 2024 (such date of the Closing being the “*Closing Date*”). In the event that the Closing has not taken place by the end of the day on the Closing Date, this Amendment shall be void and of no force or effect and the Supply Contract shall remain in full force and effect as though the Amendment had not been entered into.

Section 2.5. Closing Deliverables. On or before the Closing Date, Buyer shall deliver to PEAK: (i) a completed and executed certificate of Buyer, in substantially the form attached as Attachment B to this Amendment; (ii) a certificate of the Secretary or Assistant Secretary or other

duly authorized representative of Buyer setting forth (a) the resolution or ordinance of its governing body authorizing Buyer to execute and deliver this Amendment and to enter into the transactions contemplated hereby and any agreements relating thereto, in substantially the form attached as Attachment C to this Amendment (b) the appropriate individuals who are authorized to execute the Amendment and any such agreements, (c) specimen signatures of such authorized individuals, and (d) the organizational documents of Buyer, certified as being true and complete; and (iii) an opinion of counsel to the Buyer in substantially the form set forth in Attachment D to this Amendment; and (iv) such other documents, certificates and opinions as may be reasonably requested by PEAK.

Section 2.6. Tax-Exempt Status of Bonds. Buyer acknowledges, agrees to and reaffirms its obligations set forth in Section 23.1 of the Supply Contract regarding to the tax-exempt status of the Bonds.

(Signatures appear on the following page)

IN WITNESS whereof this Amendment has been executed on the date first above written.

[PROJECT PARTICIPANT]

By: _____

Attested By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

PUBLIC ENERGY AUTHORITY OF KENTUCKY

By: _____

Attested by: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Signature Page to the Amendment to Gas Supply Contract

ATTACHMENT A
EXHIBIT A
DAILY CONTRACT QUANTITY

[Insert Quantities Through Extension Term]

ATTACHMENT B

BUYER CERTIFICATE*

September 1, 2024

The undersigned hereby certifies that [he/she] is the [Title] of the [Entity] (“Buyer”), and that as such [he or she] is authorized to execute this certificate on behalf of Buyer. This certificate is executed in connection with that certain Amendment to the Gas Supply Contract, dated as of December 1, 2024 (the “Amendment”), between Buyer and the Public Energy Authority of Kentucky (“PEAK” or “Seller”). The Amendment modifies that certain Gas Supply Contract between Buyer and Seller dated as of September 1, 2018 (the “Gas Supply Contract”). Capitalized terms used and not otherwise defined in this Certificate have the meanings assigned to them in the Gas Supply Contract.

Pursuant to the Trust Indenture, dated as of September 1, 2024, Seller will issue its Gas Supply Revenue Refunding Bonds, 2024 Series B (the “2024 Bonds”). A portion of the proceeds of the 2024 Bonds will be used by PEAK to prepay the costs of the acquisition of an additional supply of natural gas under the Prepaid Gas Agreement, a portion of which will be resold to the Buyer under the Supply Contract. In connection with the foregoing, Buyer hereby certifies and represents as follows:

1. Buyer is a Municipal Utility duly created and validly existing and in good standing under the laws of the [State Name] (“State”) and has the corporate power and authority to enter into and perform its obligations under the Gas Supply Contract.
2. The Amendment has been duly authorized, executed and delivered by Buyer, is in full force and effect and constitutes the legal, valid and binding obligation of Buyer enforceable in accordance with its terms. Attached hereto as Annex A is a true, correct and complete copy of the resolution or ordinance of Buyer authorizing the execution and delivery of the Amendment.
3. I have reviewed the statements and information relating to Buyer and its utility system attached as Annex B that are contained in the Preliminary Official Statement and final Official Statement prepared by the Seller in connection with the sale of the Bonds, as of the date hereof and to the best of my knowledge, such statements and information are true and correct in all material respects and did not and do not contain any untrue statement of a material fact or omit to state a material fact necessary in order to make such statements, in light of the circumstances under which they were made, not misleading.
4. The authorization, execution and delivery of the Amendment and compliance with the provisions thereof (a) will not conflict with or constitute a breach of, or default under, any instrument relating to the organization, existence or operation of Buyer, any commitment, agreement, bond resolution, bond, note, indenture or other instrument to which Buyer is a party or by which it or its property is bound or affected, or any ruling, regulation, ordinance, judgment, order or decree to which Buyer (or any of its officers in their respective capacities as such) is subject or any provision of the laws of the State relating to Buyer and

* The Buyer Certificate set forth in this Attachment B is a form certificate for buyers that are Municipal Utilities. This form will be modified with language approved by Bond Counsel in the case of a Governmental Person (other than a Municipal Utility) that sells Gas (or electricity generated from such Gas) to a Municipal Utility, and possesses all power, authority, and applicable approvals necessary for it to enter into this Contract.

its affairs, and (b) will not result in, or require the creation or imposition of, any Lien on any of the properties or revenues of Buyer pursuant to any of the foregoing.

5. There is no action, suit, proceeding, inquiry or investigation by or before any court, governmental agency, public board or administrative body pending or, to the best of Buyer's knowledge, threatened, against Buyer which in any way affects or questions the validity or enforceability of any provision of the Amendment or the Gas Supply Contract.
6. Buyer has entered into the Amendment for the purpose of acquiring additional long-term supply of Gas (x) for sale to its Retail Customers, or (y) to produce electricity for sale to its Retail Customers.
7. Tax Certifications
 - a. Buyer understands that PEAK will issue the 2024 Bonds to finance prepayment of the purchase price payable by PEAK for the Gas to be sold and delivered to Buyer under the Gas Supply Contract. Buyer further understands and acknowledges that PEAK will issue the Bonds as tax-exempt obligations under Sections 141-150 of the Internal Revenue Code of 1986, as amended (the "Code"), and the Treasury regulations promulgated thereunder (the "Regulations"). Sections 141-150 of the Code and the Regulations impose certain conditions and requirements on Buyer's use of the Gas purchased by it under the Gas Supply Contract (the "Gas Supply") in order to establish and maintain the tax exemption for interest on the Bonds. Buyer understands that the statements made herein will be relied upon by PEAK in its effort to comply with the conditions imposed by the Code and the Regulations, and by Bond Counsel in rendering its opinion with respect to the exclusion from gross income for federal income tax purposes of interest on the 2024 Bonds.
 - b. Definitions: For purposes of this Certificate:
 - i. "Testing Period" means calendar years 2019 through 2023.
 - ii. "Service Area" means (A) any area throughout which Buyer provided, at all times during (x) the Testing Period, and (y) the period immediately following the Testing Period and ending on the Issue Date, natural gas transmission or distribution services or electric energy distribution services, or (B) any area recognized as the natural gas or electric distribution service area of Buyer under state or federal law.
 - iii. "Issue Date" shall mean [Issue Date], 2024, the issue date of the 2024 Bonds.
 - iv. "Governmental Person" means a state or local governmental unit or any instrumentality thereof. It does not include the United States or any agency or instrumentality thereof.
 - v. "Retail Customer" shall mean a customer of Buyer located in the Service Area of the Buyer that purchases Gas or electricity, as applicable, for consumption and not for resale.
 - vi. "Nongovernmental Agency" means any Person other than a Governmental Person.

- vii. “Private Use” means use of property, directly or indirectly, in any trade or business carried on by any Person, or any activity of any Person other than a natural person, in each case excluding Governmental Persons, unless (1) such use is merely as a member of the general public, (2) such property is intended to be and is in fact reasonably available for use on the same basis as natural persons not engaged in a trade or business, and (3) no priority rights therein or special benefits therefrom are extended to such Person (other than customary and reasonable differences in rates and terms and conditions of service for different classes of users). For this purpose, property is considered to be “used” by a Person if it is owned by such Person or otherwise actually or beneficially used by such Person under a lease, management contract, output-type contract, or similar arrangement. For the avoidance of doubt, Private Use does not arise as a result of the receipt by a Nongovernmental Agency (including an industrial or commercial customer) of retail Gas service from Buyer under a generally applicable and uniformly applied tariff (including, for example, customary and reasonable differences in rates and terms and conditions of service for different classes of users). On the other hand, Private Use does arise, for example, if a Nongovernmental Agency receives retail Gas service for its trade or business from Buyer under a contract entered into between such Nongovernmental Agency and Buyer, other than bona fide requirements contracts satisfying the requirements of the Regulations.
- c. In accordance with the requirements of Sections 141-150 of the Code and the Regulations, Buyer certifies as follows:
- i. Buyer is a Municipal Utility that owns and operates either or both a gas distribution utility or an electricity distribution utility (the “System”).
 - ii. Attachment I hereto shows (A) the average annual amount of Gas either (x) sold by Buyer to Retail Customers within its Service Area during the Testing Period, or (y) used by Buyer to generate electricity for sale to Retail Customers within its Service Area during the Testing Period, (B) the maximum amount of Gas storage available to Buyer on the date hereof, and (C) the amount of Gas that Buyer has a right to acquire for the System from any Person in any year during the term of the Gas Supply Contract.
 - iii. Buyer owns and operates the System and reasonably expects to use all of the Gas Supply solely to (x) furnish Gas to its Retail Customers located in its Service Area in the normal and customary operations of the System, or (y) generate electricity for sale to its Retail Customers located in its Service Area in the normal and customary operation of the System.
 - iv. The amount of Gas to be acquired under the Gas Supply Contract during any year, plus the amount of Gas otherwise available to Buyer for the System as of the Issue Date, does not exceed the sum of (A) the annual average amount during the Testing Period of Gas purchased by Retail Customers of Buyer, (B) the amount of Gas to be used by Buyer to generate electricity for sale to Retail Customers of Buyer, and (C) the amount of Gas to be used to transport the Gas acquired under the Gas Supply Contract to the System during the year. For purposes of the preceding sentence, the “amount of Gas otherwise available to Buyer for the System as of the Issue Date” means the sum of (I) the amount of Gas held by Buyer for the System

on the Issue Date, and (II) the amount of Gas that Buyer has an obligation to purchase for the System in any year during the term of the Gas Supply Contract, divided by [30] (the number of years in the Gas Supply Contract as amended).

- v. Buyer will not engage in any intentional act to render the volume of Gas acquired under the Gas Supply Contract to be in excess of (A) the amount of Gas needed to serve Retail Customers of Buyer, and (B) the amount of Gas used to transport the acquired Gas to the System. Buyer reasonably expects that all amounts paid for Gas acquired pursuant to the Gas Supply Contract will be derived from current revenues from operations of the System.
- vi. The Gas Supply is to be used in the Service Area. Therefore, the Gas Supply may not be used in any expansion of the Service Area occurring after the date of this Certificate unless Buyer receives the prior written approval of PEAK and agrees to comply with such conditions and limitations as PEAK may require, provided however that Buyer may expand its Service Area for this purpose, without seeking approval of PEAK, to any area contiguous to its existing Service Area if permitted by State law.
- vii. Except to the extent set forth in the Gas Supply Contract, or a prior written consent of PEAK delivered to Buyer, Buyer will not permit any portion of the Gas Supply to be used for a Private Use. In determining compliance with this requirement, Buyer will inform PEAK of the current existence of, and during the term of the Gas Supply Contract will notify PEAK prior to entering into, any of the following types of contracts or arrangements:
 - (A) Any sale or other disposition to a Nongovernmental Agency of all or any part of the System;
 - (B) Any lease of or management contract for the operation of all or any part of the System if such lease or management contract is with a Nongovernmental Agency;
 - (C) Any contract providing for the sale of Gas delivered under the Gas Supply Contract to a Nongovernmental Agency; and
 - (D) Any arrangement that conveys to a Nongovernmental Agency priority rights or any other preferential benefits to use of the output of the System (other than customary and reasonable differences in rates and terms and conditions of service for different classes of users).

Buyer will not use any of the types of contracts or arrangements described in A through D above without the prior written approval of PEAK and under PEAK's the written instruction, provided, however, that arrangements providing for the retail sale of Gas from the System to the general public (including private businesses as members of the general public) solely on the basis of rates or charges that are generally applicable and uniformly applied do not have to be reported to PEAK.

- 8. The undersigned has been duly authorized to execute and deliver this certificate on behalf of Buyer.

Dated as of the day and year first above written.

[BUYER]

By: _____

Name:

Title:

[SEAL]

ANNEX A

[Attach Buyer's resolution authorizing the Amendment to the Gas Supply Contract]

ANNEX B

[Attach Official Statement Excerpt]

ATTACHMENT C
BUYER'S AUTHORIZING RESOLUTION

RESOLUTION OF THE [GOVERNING BODY] OF THE [PROJECT PARTICIPANT] AUTHORIZING THE EXECUTION OF AN AMENDMENT TO ITS GAS SUPPLY CONTRACT WITH THE PUBLIC ENERGY AUTHORITY OF KENTUCKY (“PEAK”); AUTHORIZING THE [AUTHORIZED OFFICIAL] TO ACCEPT A DISCOUNT BELOW THE MINIMUM DISCOUNT SPECIFIED IN THE GAS SUPPLY CONTRACT IN CONNECTION WITH THE RESET OF THE AVAILABLE DISCOUNT IN PEAK’S GAS PREPAYMENT PROJECT; AND ADDRESSING RELATED MATTERS

WHEREAS, City of Bessemer City ("Participant") is duly organized and validly existing as a [description of Project Participant]; and

WHEREAS, the City of Bessemer City has the authority, among other things, to negotiate and enter into contracts for the purchase, transportation or sale of natural gas and natural gas reserves, or any combination thereof, with any entity engaged in the purchase, transportation or sale of natural gas, whether public or private, located within or without the State of North Carolina; and

WHEREAS, the Public Energy Authority of Kentucky (“PEAK”), which was formed pursuant to the Natural Gas Acquisition Authority Act, KRS 353.400 to 353.410, has acquired long-term natural gas supplies from BP Energy Company ("BPEC"), for resale to [Participant] and certain other public gas distribution systems that elected to contract with PEAK for a portion of the gas purchased from BPEC (the "Prepaid Project"); and

WHEREAS, in order to fund the prepayment of gas supplies in connection with the Prepaid Project, PEAK has issued its Gas Supply Revenue Bonds, Series 2018 B (the “Series 2018 B Bonds”); and

WHEREAS, City of Bessemer City and PEAK are parties to that certain Gas Supply Contract dated as of September 1, 2018 (the “Supply Contract”) providing for the sale and purchase of gas supplies from the Prepaid Project, and capitalized terms used and not defined in this resolution shall have the meanings assigned to them in the Supply Contract; and

WHEREAS, the Supply Contract provides for the periodic re-calculation of the Available Discount for Reset Periods subsequent to the Initial Reset Period pursuant to procedures and parameters set forth in a Repricing Agreement between PEAK and BPEC; and

WHEREAS, the Initial Reset Period expires on November 30, 2024 and pursuant to the Repricing Agreement the amount of the Available Discount and the length of the Reset Period during which the Available Discount will be in effect will be determined; and

WHEREAS, PEAK is in discussions with BPEC in connection with the optimal approach to structuring the refunding of the Series 2018 B Bonds and is considering different options which affect the Available Discount for the Reset Period, including different options for the term and discount to be available during the Reset Period; and

WHEREAS, certain of those options may require an Amendment to the Supply Contract, while others may not;

NOW, THEREFORE, be it hereby resolved by the City Council of Bessemer City that:

1. The City Manager, is hereby authorized to (a) respond to all notices provided by PEAK with respect to the estimated Available Discount, the final Available Discount and the Reset Period, including the Remarketing Notice, pursuant to the Supply Contract, and (b) enter into an amendment to the Supply Contract between [Participant] and PEAK, if necessary and appropriate, to reflect such changes to the Supply Contract as shall be necessary or desirable in structuring the best resolution of the Reset Period options that may be available to PEAK under the Repricing Agreement, as described in the following section of this resolution.
2. The Authorized Officer is hereby delegated full authority to effectuate a continuation of the transaction for the Reset Period from among the options that may be available, including but not limited to: (i) accepting an Available Discount for the next Reset Period (as determined under the Repricing Agreement) that is less than the Minimum Discount specified in the Supply Contract, but in no case less than [15] cents per MMBtu to [Participant]; (ii) extending the Delivery Period in the Supply Contract for up to an additional seventy-two (72) months with purchases at least equal to the daily contract quantity in effect in Year 30 of the Supply Contract during such extended Delivery Period.
3. The City of Bessemer City is hereby authorized to execute any such other closing documents or certificates which may be required or contemplated in connection with the execution and delivery of the amendment to the Supply Contract or the establishment of a new Reset Period for the Prepaid Project.

This Resolution shall take effect immediately upon its adoption and shall be effective for all decisions that may be made for the upcoming Reset Period under the Supply Contract between City of Bessemer City and PEAK, and for the finalization of any amendments to the Supply Contract in order to effectuate the refunding of PEAK's Series 2018 B Bonds.

All Resolutions or portions thereof inconsistent with this Resolution are hereby repealed and superseded.

BY: _____

Title: _____

Attest: _____

[SEAL]

ATTACHMENT D
**FORM OF OPINION OF COUNSEL
TO BUYER**

Date of Closing, 2024

Public Energy Authority of Kentucky
Post Office Box 299
516 Highland Avenue
Carrollton, Kentucky 41008
Attn: President and General Manager

Morgan Stanley & Co. LLC
1585 Broadway
New York, NY 10036

The Bank of New York Mellon Trust Company, N.A
The Financial Center
505 North 20th Street, Suite 950
Birmingham, AL 35203

BP Energy Company
201 Helios Way
Houston, TX 77079

Re: Gas Supply Contract between Public Energy Authority of
Kentucky and Buyer [Name]

Ladies and Gentlemen:

I am the duly appointed and acting ___ for and have acted as counsel to the Board of [_____] for the (“Buyer”) in connection with the Amendment to the Gas Supply Contract between Public Energy Authority of Kentucky (“PEAK”) and the Buyer dated as of [_____] 1, 2024. PEAK acquired a supply of natural gas (the “Gas Supply”) from BP Energy Company (“Supplier”) pursuant to the Prepaid Natural Gas Purchase and Sale Agreement, dated as of [_____] 2024, between Supplier and PEAK with the net proceeds of its Gas Supply Revenue Bonds 2024 Series B. PEAK will sell a portion of the Gas Supply to the Buyer under that certain Gas Supply Contract between PEAK and Buyer dated as of September 1, 2018, as amended (the “Gas Supply Contract”).

Unless otherwise specified herein, all terms used but not defined in this opinion shall have the same meaning ascribed to them in the Gas Supply Contract.

In connection with this opinion, I have assumed the genuineness of all signatures (other than the signatures of officers and directors of the Buyer) and the authenticity of all items submitted to me as originals and the conformity with originals of all items submitted to me as copies, and I am aware of no

facts or circumstances that might indicate that these assumptions are not correct. I have further assumed the due authorization, execution and delivery of the Gas Supply Contract by PEAK. In connection with this opinion, I have examined originals or copies, certified or otherwise identified to my satisfaction, of the following:

(a) Resolution No. __, duly adopted by the governing body of Buyer on _____, 2024 (the “Resolution”) authorizing Buyer to execute and deliver the Amendment to the Gas Supply Contract;

(b) Executed counterparts of the Gas Supply Contract, together with each of the Exhibits thereto; and

(c) Such other documents, information, and facts as are necessary for me to render the opinions contained herein.

Based upon the foregoing, I am of the opinion that:

i. The Buyer is a _____ duly organized and validly existing under the laws of the state of _____ (the “State”), and has the power and authority to deliver gas to retail gas customers desiring such service from the Buyer within its service area, to own its properties, to carry on its business as now being conducted, to execute, deliver, and perform under the Amendment and the Gas Supply Contract.

ii. The rates charged by the Buyer to its retail gas customers are currently not regulated by any state or federal regulatory authority.

iii. The Buyer has lawful authority to own, operate, and manage its gas distribution utility and to fix and collect rates, fees and other charges in connection with such distribution system.

iv. The governing body of the Buyer has duly authorized the execution and delivery of the Amendment and will not require, subsequent to the execution of the Amendment by the Buyer, any consent or approval of the governing body or any officers of the Buyer.

v. The Amendment constitutes the legal, valid, and binding obligation of the Buyer, enforceable in accordance with its terms. The Buyer complied with any applicable procurement requirements of State or local law prior to entering into the Amendment.

vi. The authorization, execution and delivery of the Amendment and compliance with the provisions thereof (a) will not conflict with or constitute a breach of, or default under, any instrument relating to the organization, existence or operation of the Buyer, any commitment, agreement, bond resolution, bond, note, indenture or other instrument to which the Buyer is a party or by which it or its property is bound or affected, or any ruling, regulation, ordinance, judgment, order or decree to which the Buyer (or any of its officers in their respective capacities as such) is subject or any provision of the laws of the State relating to the Buyer and its affairs, and (b) will not result in, or require

the creation or imposition of, any Lien on any of the properties or revenues of the Buyer pursuant to any of the foregoing. The foregoing assumes that all payments under the Gas Supply Contract are operating expenses of the Buyer's municipal utility system, as described in the Gas Supply Contract.

vii. As of the date of the Amendment, to the best of my knowledge after due inquiry, there is no pending or threatened action or proceeding against or affecting the Buyer which in any way would adversely affect the legality, validity, or enforceability of the Amendment or the Gas Supply Contract.

viii. The foregoing opinion with respect to the enforceability of the Amendment and the Gas Supply Contract is subject to the effect of bankruptcy, insolvency, reorganization, moratorium, and other similar laws relating to or affecting creditors' rights generally, to the exercise of judicial discretion in the appropriate case, and to the limitations imposed by general principles of equity upon the specific enforceability of any of the remedies, covenants or other provisions of the Amendment, the Gas Supply Contract, and any related documents and upon the availability of injunctive relief or other equitable remedies.

My opinion as to enforceability is limited by standards of good faith, fair dealing, materiality, and reasonableness that may be applied by a court to the exercise of certain rights and remedies; limitations based on statutes or on public policy limiting a person's right to waive the benefits of statutory provisions or of a common law right; and limitations releasing a party from or indemnifying a party against liability for its own wrongful or negligent act when such release or indemnification is contrary to public policy.

This opinion is rendered solely for use and benefit of the addressees in connection with the Gas Supply Contract and may not be relied upon other than in connection with the Gas Supply Contract, or by any other person or entity for any purpose whatsoever, nor may it be quoted in whole or in part or otherwise referred to in any document or delivered to any other person or entity without the prior written consent of the undersigned.

This opinion is given as of the date hereof and no opinion is expressed as to the effect of future applicable laws or court decisions. I assume no obligation, and expressly disclaim any obligation, to update or supplement this opinion to reflect any facts or circumstances which may hereafter come to my attention or as to any change in laws which may hereafter occur.

Very truly yours,

Certified Public Accountant

April 1, 2024

To the Honorable Mayor and Town Council
City of Bessemer City
Bessemer City, North Carolina

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

Audit Scope and Objectives

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

- 1) Management's Discussion and Analysis.
- 2) Other Post-Employment Benefits Schedules (if applicable).

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

- 1) Individual fund statements and schedules
- 2) Schedule of expenditures of federal awards (if applicable).
- 3) Law Enforcement Officers' Separation Allowance Report (if applicable).

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

- 1) N/A

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

that, individually or in the aggregate, they would influence the judgment of a reasonable user made based on the financial statements.

The objectives also include reporting on (if applicable):

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

Auditor's Responsibilities for the Audit of the Financial Statements and Single Audit (if applicable)

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

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

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

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

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

We have identified the following significant risks of material misstatement as part of our audit planning:

- Cash
- Support, receivables, and receipts
- Program service fees, revenue, and receivables
- Expenses for program and supporting services, and accounts payable and other liabilities
- Inventories (if applicable)
- Property and equipment

Debt and other liabilities
Net assets

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

Audit Procedures—Internal Control

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

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

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

Audit Procedures—Compliance

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

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

Other Services

For audits subject to Yellow Book, we will not provide any nonattest services.

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

You agree to assume all management responsibilities for the financial statements and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter

our assistance with preparation of the financial statements and related notes and that you have reviewed and approved the financial statements and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

Responsibilities of Management for the Financial Statements and Single Audit (if applicable)

Our audit will be conducted on the basis that you acknowledge and understand your responsibility for (1) designing, implementing, establishing, and maintaining effective internal controls relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards, and all accompanying information in conformity with accounting principles generally accepted in the United States of America; and for compliance with applicable laws and regulations (including federal statutes), rules, and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

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

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

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

You are responsible for identifying all federal awards received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards (including notes and noncash assistance received, and COVID-19-related concepts, such as lost revenues, if applicable) in conformity with the Uniform Guidance (if applicable). You agree to include our report on the schedule of

expenditures of federal awards in any document that contains, and indicates that we have reported on, the schedule of expenditures of federal awards. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards that includes our report thereon no later than the date the schedule of expenditures of federal awards is issued with our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards in accordance with the Uniform Guidance; (2) you believe the schedule of expenditures of federal awards, including its form and content, is stated fairly in accordance with the Uniform Guidance; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards.

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

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

Engagement Administration, Fees, and Other

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

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

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

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

The audit documentation for this engagement will be retained for a minimum of five years after the report release date or for any additional period requested by the oversight agency. If we are aware that a federal awarding

agency, pass-through entity, or auditee is contesting an audit finding, we will contact the party contesting the audit finding for guidance prior to destroying the audit documentation.

Tony Brewer is the engagement partner and is responsible for supervising the engagement and signing the reports or authorizing another individual to sign them. We expect to begin our audit after July 1, 2024.

Our fee for these services will be at our agreed upon fee per our LGC contract less any amounts paid directly to Tony Brewer CPA, PC for financial statement preparation and other non-attest services. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. In accordance with our firm policies, work may be suspended if your account becomes 90 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report(s). You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the engagement. If significant additional time is necessary, we will keep you informed of any problems we encounter and our fees will be adjusted accordingly.

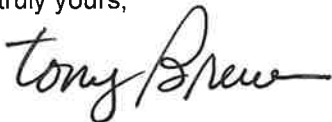
Reporting

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

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

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

Very truly yours,



Tony Brewer CPA, PC

RESPONSE: This letter correctly sets forth the understanding of City of Bessemer City.

Management signature: _____

Title: _____

Date: _____

Governance signature: _____

Title: _____

Date: _____

April 1, 2024

Dear Municipal Client,

Enclosed are three important documents pertaining to your June 30, 2024 audit – the audit engagement letter, the non-attest services engagement letter, and audit contract. The Local Government Commission (LGC) is requiring me to submit both the audit engagement letter and the audit contract simultaneously for their review and approval.

The following are instructions to ensure acceptance by the LGC.

1. Engagement Letter – Tony Brewer, CPA, PC

- Please read and sign by appropriate official- i.e., Mayor or Finance Officer **plus** Board member.

2. Audit Contract

- Mayor or Chairperson must type or print name and title, e-mail address, sign and date contract in the **“Governmental Unit”** section on page 8. **Also**, enter the **“Date Primary Government Unit Governing Board Approved Audit Contract.”**
- Finance Officer must type or print name, sign, date and enter e-mail address in the **“Pre-Audit Certificate”** section on page 8.

*** NOTE*** page 5, note 28.

Starting with audit year June 30, 2021, “the auditor shall present the audited financial statements including any compliance reports to the governments unit’s governing body or audit committee in an official meeting in open session as soon as the audited statements are available but not later than 45 days after the submission of the audit report to the Secretary.”

After all of the above instructions are complete, please return **all** documents to me for submission to the LGC.

Please don’t hesitate to call me with any questions you may have.

Thank you,



Tony Brewer CPA, PC

The of and	Governing Board Town Council
	Primary Government Unit City of Bessemer City
	Discretely Presented Component Unit (DPCU) (if applicable) N/A

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

and	Auditor Name Tony Brewer, CPA, PC
	Auditor Address 151 Young Drive, Lexington, NC 27292

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
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Must be within four months of FYE

hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.
15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.
16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.
17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.
18. Special provisions should be limited. Please list any special provisions in an attachment.
19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.
20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.
21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.
22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

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

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

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

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

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

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

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

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

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

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

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

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

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

FEES FOR AUDIT SERVICES

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

Financial statements were prepared by: Auditor Governmental Unit Third Party

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

Name:	Title and Unit / Company:	Email Address:

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

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

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

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

Primary Government Unit	City of Bessemer City
Audit Fee (financial and compliance if applicable)	\$ 21,000
Fee per Major Program (if not included above)	\$ 2,000
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$ 23,000

Discretely Presented Component Unit	N/A
Audit Fee (financial and compliance if applicable)	\$
Fee per Major Program (if not included above)	\$
Additional Fees Not Included Above (if applicable):	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
TOTAL AMOUNT NOT TO EXCEED	\$

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Tony Brewer, CPA, PC	
Authorized Firm Representative (typed or printed)* Tony Brewer	Signature*
Date*	Email Address* tony@tonybrewercpa.com

GOVERNMENTAL UNIT

Governmental Unit* City of Bessemer City	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)*	Signature*
Date	Email Address*

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

Sum Obligated by This Transaction:	\$ 23,000
Primary Governmental Unit Finance Officer* (typed or printed) Diane Jenkins	Signature* Diane Jenkins
Date of Pre-Audit Certificate* 5/13/2024	Email Address* djenkins@bessemercity.com

CONTRACT TO AUDIT ACCOUNTS

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

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Enter date in box to right)	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

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

DPCU – PRE-AUDIT CERTIFICATE

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

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

Sum Obligated by this Transaction:	\$
DPCU Finance Officer (typed or printed)* N/A	Signature*
Date of Pre-Audit Certificate*	Email Address*

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

PRINT