



# City Council Agenda

Thursday, December 12, 2024

6:00 PM

City Hall

Cell phones are to be turned off or placed on vibrate during the meeting. Please exit the Council Chambers before using your cell phone.

The agenda is prepared and distributed on Friday preceding the meeting to Council and news media. A work session is then held on the Tuesday preceding the regular meeting at 4:00 pm.

**I. Call to Order**

**II. Pledge of Allegiance and Moment of Silent Prayer**

**III. Approval of Minutes**

November 12 and November 14, 2024.

**IV. Organization and Procedure of City Council**

1. Establishment of time and place for Council's regular meetings and work sessions.
2. Election of Mayor Pro-Tem for CY2025.

**V. Presentations**

**1. Recognition for the 2024 North Carolina APWA Streets Manager of the Year Award.**

The North Carolina American Public Works Association (APWA) awarded Randy Shue as the 2024 Streets Manager of the Year at its annual NC Streets and Equipment Conference on October 24th in Wilmington, NC.

This statewide award recognizes NC APWA Streets Division members whose primary responsibility is roadway/right-of-way management and demonstrate they excel in their Profession, Leadership, Innovation, Agency Service, Customer Service, Community Service, and Sustainability. In Randy's 39 years of service to the City of Concord, including the past 16 years as Street Superintendent, he has exceeded these categories.

Randy leverages the resources for the Streets division to perform their task, as well as maintains the equipment in excellent condition increase the sustainability and longevity. He also equips staff with the technology to access records in the field via tablets and GIS.

Randy leads by example and is quick to respond to citizen concerns. During a recent storm event, a staff member was on-call responding to a fallen tree in the roadway that had a hive of hornets and was severely allergic. Randy arrived in full bee suit to both assist with the clearing the tree, but more importantly, protecting the employee.

He is extremely knowledgeable of the City infrastructure and has extensive experience that is unmeasurable in its benefits to the Transportation Department and City.

Randy's strong work ethic goes beyond his regular duties, whether his is serving on the statewide advisory board for the Institute of Transportation Research and Education (NCSU), the Mt. Mitchell Fire Department, City Incident Review Board, and APWA.

**2. Presentation of the 2024 Collection System of the Year Award to the City of Concord Water Resources Department.**

The mission of the North Carolina Collection System of the Year Award is to identify and recognize the municipality that protects the public health and the natural beauty of the environment through pro-active practices of management, operations, and maintenance beyond what is required of its NCDEQ collection system permit. Recipients of the award will have demonstrated that they perform quality collection system maintenance procedures through the efficient use of labor, materials, equipment, and innovative methods to keep their collection system in good working condition to minimize health hazards and property damage that occur due to sanitary sewer overflows during both wet weather and dry weather conditions. The award will honor the collection system personnel that serve their community with a high level of professionalism and diligent work in the operation and maintenance of their wastewater collection system facilities.

## **VI. Unfinished Business**

### **1. Continue a Public Hearing for case Z(CD)-27-23 and consider adopting an ordinance amending the official zoning map for +/- 13.44 acres of property located at 805 Branchview Dr. from RM-1 (Residential Medium Density) to RV-CD (Residential Village – Conditional District).**

The Planning and Zoning Commission heard the above referenced petition at their October 15, 2024 meeting and voted 7-1 to deny the proposed rezoning request. The applicant is requesting to rezone the subject property from RM-1 (Residential Medium Density) to RV-CD (Residential Village – Conditional District) to construct a single-family attached (town-homes) development. The site would contain a maximum of eighty (80) town-homes on individual lots.

One person spoke in support of the request, five people spoke in opposition to the request. This case was continued to December by request of the applicant.

**Recommendation:** Continue a public hearing and consider adopting an ordinance amending the official zoning map from RM-1 (Residential Medium Density) to RV-CD (Residential Village – Conditional District).

## **VII. New Business**

### **A. Informational Items**

#### **1. Presentation by Youth Council President, Baylee Barkley.**

The President of the Concord Youth Council will provide an update to City Council on the CYC's accomplishments and service for the 2024 school year.

#### **2. Presentation of the Independent Auditor's report on the Annual Comprehensive Financial Report for the Fiscal Year ended June 30, 2024.**

G.S. 159-34 requires each unit of local government or public authority to have its accounts audited as soon as possible after the close of each fiscal year by a certified public accountant or by an accountant certified by the Local Government Commission as qualified to audit local government accounts. The auditor shall be selected by and report directly to the governing board. As a minimum, the required report shall include the financial statements as prepared in accordance with generally accepted accounting principles, all disclosures in the public interest required by law, and the auditor's opinion and comments relating to the financial statements. A copy of the report is available on the City's website at: <https://concordnc.gov/Portals/0/Concord/Departments/Finance/Documents/Financial%20Archive%202024%20ACFR.pdf?ver=-O8J31kVCK-7kYpSMZ8Buw%3d%3d>

### **B. Departmental Reports**

- 1. Parks and Recreation Bond update**
- 2. Downtown Streetscape update**

### **C. Recognition of Persons to be Heard**

### **D. Public Hearings**

**1. Conduct a Public Hearing for case Z-15-24 and consider adopting an ordinance amending the official zoning map for +/- 0.434 acres located at 44 Sherwood Ct. NW from C-2 (General Commercial District) to RV (Residential Village) and to amend the 2030 Land Use Plan to modify the future land use designation of the parcels from "Commercial" to "Urban Neighborhood."**

The Planning and Zoning Commission heard the above referenced petition at their November 14, 2024 meeting and voted to forward the request to City Council with a recommendation that the zoning map be amended from C-2 (General Commercial District) to RV (Residential Village) and to amend the 2030 Land Use Plan to designate the parcels as "Urban Neighborhood." The applicant proposes the rezoning of the property in order to construct two (2) single-family homes.

**Recommendation:** Conduct a Public Hearing and consider adopting an ordinance amending the official zoning map from C-2 (General Commercial District) to RV (Residential Village) and to amend the 2030 Land Use Plan to designate the parcels as "Urban Neighborhood."

## **E. Presentations of Petitions and Requests**

**1. Consider adopting a resolution authorizing an eminent domain action for a parcel located at 620 Main Street, SW.**

This property is currently owned by all heirs known or unknown of Michael Edward Helms. Mr. Helms died in August, 2018 and no estate was opened in Cabarrus County. The parcel consists of lots 1, 2 and 3 of the subdivision known as "Property of Reece E and Carl F. Furr". The tax value is listed as \$14,400 and that amount will be deposited with the Court as part of the eminent domain action. The acquisition of this property is necessary for the repair and reconstruction of a stormwater culvert, the possible construction of affordable housing and possible future appropriate uses.

**Recommendation:** Consider adopting a resolution authorizing an eminent domain action for a parcel located at 620 Main Street, SW.

**2. Consider approval of an amendment to clarify the restrictions for the real property located at 9 Powder St NW, 11 Powder St NW, 13 Powder St, NW, 15 Powder St, NW, (Originally 11 and 13 Powder).**

This property was sold to WeBuild subject to restrictive covenants. One of the covenants requires that 75% of the units be kept as affordable housing while the remaining 25% may be leased or marketed at workforce or market rate. The closing attorney requested an amendment to the restrictions to clarify that the 25% eligible to be leased or marketed at workforce or market rate are not subject to the affordability requirement in subsequent transaction of those units. The following sentence is proposed to be added to the restrictions for that purpose: "The remaining twenty-five percent (25%) of the housing units may be sold or leased at market or workforce rates, those twenty-five percent (25%) are not required to qualify as affordable housing at the initial sale by Owner or at other subsequent sale by any subsequent purchaser."

**Recommendation:** Consider approving an amendment to clarify the restrictions for the real property located at 9 Powder St NW, 11 Powder St NW, 13 Powder St, NW, 15 Powder St, NW, (Originally 11 and 13 Powder).

**3. Consider authorizing the City Manager to negotiate and execute Work Authorization 2404 with Talbert, Bright & Ellington, Inc. for engineering, design, and bidding services of the Commercial Service Terminal (CST) apron expansion for the City of Concord at the Concord-Padgett Regional Airport.**

The purpose of this effort is to provide an expansion of the existing concrete apron that serves the CST. The dimensions of the expanded concrete apron will be approximately 450' x 280'. The proposed apron area will require embankment of up to 35 feet of fill. This fill material will be brought in from an offsite source. This project will require the installation of drainage structures and piping to convey the storm

water down to the existing wet basin. A detention basin will be required due to the additional impervious area. This project will allow additional parking for the airlines that serve the airport. Additionally, the island between Taxiway "A2" and "A3" will be paved to allow easier access to the ramp.

The total budget for the Work Authorization is not to exceed \$484,395.40. Funding for the project will be through the Bipartisan Infrastructure Law, Airport Infrastructure Grant and North Carolina Department of Transportation-Aviation Airport Improvement Program.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute Work Authorization 2404 with Talbert, Bright & Ellington, Inc. in the amount not to exceed \$484,395.40 and adopt a budget amendment for these services.

**4. Consider authorizing the City Manager to execute OMINA Contract #4400008468 for Airport Operations Area (AOA)/Hangar Doors-Access Control Additions and updated CCURE9000 in the amount of \$534,962.64.**

Since 2014, the Aviation Department has an approved Airport Security Plan (ASP) from Transportation Security Administration (TSA). The overall security system and access control needs an extensive upgrade. Concord-Padgett Regional Airport has 2 terminal buildings, 14 hangars and 9 vehicle gates that require access to the AOA, 24/7.

Recently, we have had significant technical failures on the AOA access, which required some modifications to the ASP. The proposal, which is attached, allows the Airport to mitigate these issues. In addition to the Access Control upgrades, the software that currently operates access control for the General Aviation and Commercial Service Terminal are independent of each other. The scope of work combines the two systems, and the new combined system is on a single, updated CCURE9000. The entire system, regardless of access zone or level, can be accessed from a single card and using single card technology.

The OMINA contract is recognized by the State of North Carolina and the City of Concord as a procurement process. The proposal for the access control upgrades resulted in a 53% discount under the OMINA contract . The software upgrades proposal reflects a 69% discount.

Funding for these improvements will be from the CARES fund balance. The total balance remaining after the expenditures for the Airport Operations Area (AOA)/Hangar Doors-Access Control Additions and updated CCURE9000 will be \$401,014.46

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with OMINA Contract #4400008468 for Airport Operations Area/Hangar Doors-Access Control Additions and updated CCURE9000 in the amount of \$534,962.64 and adopt a budget amendment for these services.

**5. Consider authorizing the City Manager to negotiate and execute a construction contract with Cinderella Partners Inc. for the renovation of the Rocky River Golf Course Clubhouse and approve a budget amendment and a capital project amendment.**

Bids were received on November 25th for the renovation of the Rocky River Golf Course Clubhouse. Cinderella Partners Inc. was the low bidder with a total bid of \$ 879,545.24. Renovations at the Clubhouse include the following: structural renovations to expand the dining area, kitchen renovations, mechanical and electrical upgrades, siding, window and door replacement, and a new pergola. The contract duration is 365 days. A budget amendment is needed in the amount \$77,617.24 to pay for these renovations and the money can be shifted from the retained earnings golf fund.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Cinderella Partners Inc. in the amount of \$879,545.24 for the renovation of the Rocky River Golf Course Clubhouse and approve a budget amendment and a capital project amendment.

**6. Consider accepting a Preliminary Application from Wesley Joyner, W.J. Homes, LLC.**

In accordance with City Code Chapter 62, Wesley Joyner has submitted a preliminary application to receive water and sewer outside the City limits. The property is located at 199 Central Heights Dr, Concord NC 28026 and is a 2.4 acre parcel zoned LDR within the Concord's ETJ. This parcel is contiguous to the city limits and had a single family home on it which has been demolished. Mr. Joyner wishes to build one new residential home on this parcel.

**Recommendation:** Motion to accept the preliminary application and have the owner proceed to the final application phase including annexation.

**7. Consider making appointments or reappointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO).**

Each year, the North Carolina Department of Transportation (NCDOT) requires the MPO to supply a list of current TAC and TCC representatives and alternates. Currently, Council Member McKenzie serves as the appointed member to the TAC and Council Member Crawford serves as the alternate. Transportation Director, Phillip Graham, serves as the appointed member to the TCC and Assistant City Manager, LeDerick Blackburn, serves as the alternate.

The City Manager recommends appointing the Deputy Transportation Director, Tony Tagliaferri, as the alternate member to the TCC.

**Recommendation:** Motion to make appointments or reappointments to the Transportation Advisory Committee (TAC) and the Technical Coordinating Committee (TCC) of the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO).

**8. Consider appointing or reappointing two members (1 board member and 1 alternate) to serve on the Centralina Regional Council Board of Delegates for CY 2025.**

The Centralina Regional Council Board of Delegates is comprised of elected officials from the counties and municipalities throughout the region. Each member government should appoint an elected official to serve on the Board of Delegates. It is suggested that each member government also appoint at least one other elected official to serve as an Alternate to attend Board of Delegates meetings in the Delegate's absence.

Currently, Council Member Langford serves as the appointed member and Council Member Clay serves as the alternate member.

**Recommendation:** Motion to appoint two members (1 board member and 1 alternate) to serve on the Centralina Regional Council Board of Delegates for CY 2025.

**VIII. Consent Agenda**

**A. Considering approving the updates made to the City's Unmanned Aerial Systems (UAS) policy.**

Updates have been made to the City's UAS Policy, to include the list of authorized flight types, where the UAS may be stored and maintained, and a recommended replacement time frame for the drones that are currently in service.

**Recommendation:** Motion to adopt the updates made to the City's Unmanned Aerial Systems (UAS) policy.

**B. Consider adopting the City's updated 2024 Continuity of Operations Plan (COOP).**

The City's Continuity of Operations Plan (COOP) is updated every 5 years, or as needed, by the Division of Emergency Management. Recommended updates are requested from all Department Directors in the City and that information is entered into the plan accordingly.

**Recommendation:** Motion to adopt the 2024 update of the City's Continuity of Operations Plan (COOP).

**C. Consider authorizing the sale of one (1) station power transformer to Belyea Company in the amount of \$65,000.**

After two unsuccessful public bids to sell five (5) surplus station power transformers, the City of Concord Electric Department received an offer from Belyea Company to purchase one of the transformers for \$65,000.

**Recommendation:** Motion to authorize the sale of one (1) station power transformer to Belyea Company in the amount of \$65,000.

**D. Consider authorizing the sale of three (3) station power transformer to Sunbelt Solomon Solutions in the amount of \$104,314.**

After two unsuccessful public bids to sell five (5) surplus station power transformers, the City of Concord Electric Department received an offer from Sunbelt Solomon Solutions to purchase three (3) of the transformers for \$104,314.

**Recommendation:** Motion to authorize the sale of three (3) station power transformer to Sunbelt Solomon Solutions in the amount of \$104,314.

**E. Consider Accepting an Offer of Dedication of an access easement and approval of the maintenance agreement.**

In accordance with the CDO Article 4 the following access easements and maintenance agreements are now ready for approval: Parcels owned by Vulcan Lands, Inc. and Five Cousins, LLC located at 7680 Poplar Tent Rd., Concord, N.C. (PIN 46901790570000) Access easements and SCM maintenance agreements are being offered by the owners.

**Recommendation:** Motion to approve the maintenance agreements and accept offers of dedication to the following properties: Vulcan Lands, Inc. and Five Cousins, LLC.

**F. Consider accepting an offer of infrastructure at Christenbury Village Phase 1 (Lots 1, 2A, 2B, 3, 4 and 5), Christenbury Village (Phase 2 Lowe's grocery & Bldgs. 4 & 5), BP Mills at Rocky River, The Springs Business Park Phase 2, Kroger FC11 Fulfillment Center, Piper Landing- Phase 3 Map 1, Novi Lofts.**

In accordance with CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following are being offered for acceptance: Water Infrastructure - 13 12" valves; 1 24" valves; 14 8" valves; 4 6" valves; 2 4" valves; 1 2" valves; 8 hydrants and 24 manholes.

**Recommendation:** Motion to accept an offer of infrastructure at the following: Christenbury Village Phase 1 (Lots 1, 2A, 2B, 3, 4 and 5), Christenbury Village (Phase 2 Lowe's grocery & Bldgs. 4 & 5), BP Mills at Rocky River, The Springs Business Park Phase 2, Kroger FC11 Fulfillment Center, Piper Landing-Phase 3 Map 1, Novi Lofts.

**G. Consider approving a donation from the Mayor's Golf Tournament Fund to 1, 2, 3 JUMP for their "Live Active Campaign" and to adopt a budget amendment to appropriate the donation.**

The 1, 2, 3 JUMP organization focuses on serving youth aged 18 and under. The organization is requesting \$2,200. If approved, funds will be used to help underwrite the cost of custom jump ropes for our programs.

**Recommendation:** Motion to approve a \$2,200 donation from the Mayor's Golf Tournament Fund to 1, 2, 3 JUMP and to adopt a budget amendment to appropriate the donation.

**H. Consider adopting an ordinance to amend the Debt Service Fund budget.**

When the Debt Service Fund was adopted as part of the FY25 budget, the loan payments for Fire Station 12 were improperly coded and not split out between principal and interest. The attached ordinance amendment corrects this error and establishes the proper budget accounts.

**Recommendation:** Motion to adopt an ordinance to amend the Debt Service Fund budget.

**I. Consider adopting an ordinance to amend the Parks & Recreation Project Fund budget.**

The Les Myers Park pickleball court project is complete. The attached budget ordinance amendment adjusts the budget for this project to final actual costs and moves remaining funds to the future projects account. The future projects account balance can be used to fund items in future adopted capital improvement plans.

**Recommendation:** Motion to adopt an ordinance to amend the Parks & Recreation Project Fund budget.

**J. Consider adopting a budget ordinance to establish the Housing Repositioning Fund and an amendment to the Affordable Housing Fund.**

The budget ordinance will establish the Housing Repositioning Fund to account for all funds related to repositioning the City's Public Housing units under a conversion method allowed by the US Department of Housing and Urban Development. Site planning is currently underway for the Wilkinson site. This amendment will cover the initial contract cost of the consultant for the project, as well as design fees.

The consultant for the repositioning project was previously being paid out of the Affordable Housing Fund, but all costs and related budget will be moved to the Housing Repositioning Fund to ensure all related project costs are tracked together. The attached amendment will remove the consultant budget from the Affordable Housing Fund, as well as fund the eminent domain transaction at 620 Main Street that will be utilized for Affordable Housing.

**Recommendation:** Motion to adopt a budget ordinance to establish the Housing Repositioning Fund and an amendment to the Affordable Housing Fund.

**K. Consider adopting an American Rescue Plan Fund grant project budget amendment.**

Staff is recommending that the \$2,000,000 in freed up General Fund dollars in the American Rescue Plan that has been held for the housing repositioning project be transferred to the newly established fund for this project to help fund initial costs.

**Recommendation:** Motion to adopt an American Rescue Plan Fund grant project budget amendment.

**L. Consider adopting an ordinance to amend the General Capital Reserve Fund budget to allocate investment earnings.**

The attached budget amendment allocates investment earnings through June 30, 2024 to the future projects account for use towards future projects.

**Recommendation:** Motion to adopt an ordinance to amend the General Capital Reserve Fund budget to allocate investment earnings.

**M. Consider adopting an ordinance to amend the Stormwater Project Fund budget.**

The Stream Restoration, Mall North Culvert, and Country Club projects are complete. The attached budget ordinance amendment adjusts the budget for these projects to final actual costs and moves remaining funds to the future projects account. The future projects account balance can be used to fund items in future adopted capital improvement plans.

**Recommendation:** Motion to adopt an ordinance to amend the Stormwater Project Fund budget.

**N. Consider adopting an ordinance to amend the Water Project Fund budget.**

Staff is recommending moving the funding previously allocated to the US Hwy 29/601 Bridge be moved to future projects. After reviewing the agreement regarding this project, the expenses for the water portion of the project will be fully funded by NCDOT and there is no payment due from the City. These funds will be available for funding future projects in the CIP.

**Recommendation:** Motion to adopt an ordinance to amend the Water Project Fund budget.

**O. Consider adopting an ordinance to amend the Wastewater Project Fund budget to allocate investment earnings and system development fees.**

The attached budget amendment allocates investment earnings and system development fees through June 30, 2024 to the future projects account for use towards future projects.

**Recommendation:** Motion to adopt an ordinance to amend the Wastewater Project Fund budget to allocate investment earnings and system development fees.

**P. Consider adopting an ordinance amending the Rates and Charges Schedule for the Aviation Department to increase the Rental Car Facility Fee, update the Category VI monthly hangar fees, and the approve the associated budget ordinance.**

This Rates and Charges Schedule change would increase the rental car facility fee rates to \$6/day per transaction from the current rate of \$3/day per transaction. This rate increase will be effective January 1, 2025. Additionally, this schedule change would change the Category VI monthly hangar rental fee to be negotiated in alignment with the monthly tie down fee.

**Recommendation:** Motion to adopt an ordinance amending the Rates and Charges Schedule for the Aviation Department to increase Rental Car Facility Fee for the Aviation Department, update the Category VI monthly hangar fees, and approve the associated budget ordinance.

**Q. Consider approving changes to the Rates and Charges Schedule for Utility Billing and Collections fees effective January 1, 2025.**

Staff is proposing to make changes to the current security deposit fees for utility service. Our current structure does not properly ensure we can recover costs if a customer is unable to pay their utility bill. Staff is recommending to change the current structure to reflect a certain deposit due per service. This will help with cost recovery to ensure the deposit would cover any potential past due amounts upon move out and reduce write offs in future years. The redlined version and updated clean version of this section of the fee schedule is attached. The changes are proposed to go in effect on January 1, 2025.

**Recommendation:** Motion to approve changes to the Rates and Charges Schedule for Utility Billing and Collections fees effective January 1, 2025.

**R. Consider approving a change to the classification/compensation system to include the following classification: Staff Engineer.**

The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.



**Recommendation:** Motion to approve the addition of the Staff Engineer (Grade 59) with a salary range of \$72,302.69 (minimum) - \$95,801.07 (midpoint) - \$119,299.44 (maximum).

**S. Consider acceptance of the Tax Office reports for the month of October 2024.**

The Tax Collector is responsible for periodic reporting of revenue collections for the Tax Collection Office.

**Recommendation:** Motion to accept the Tax Office collection reports for the month of October 2024.

**T. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of October 2024.**

G.S. 105-381 allows for the refund and/or release of tax liability due to various reasons by the governing body. A listing of various refund/release requests is presented for your approval, primarily due to overpayments, situs errors and/or valuation changes.

**Recommendation:** Motion to approve the Tax releases/refunds for the month of October 2024.

**U. Receive monthly report on status of investments as of October 31, 2024.**

A resolution adopted by the governing body on 12/9/1991 directs the Finance Director to report on the status of investments each month.

**Recommendation:** Motion to accept the monthly report on investments.

**IX. Matters not on the Agenda**

- Transportation Advisory Committee (TAC)
- Metropolitan Transit Committee (MTC)
- Concord/Kannapolis Transit Commission
- Centralina Regional Council
- Water Sewer Authority of Cabarrus County (WSACC)
- WeBuild Concord
- Public Art Commission
- Concord United Committee

**X. General Comments by Council of Non-Business Nature**

**XI. Closed Session (If Needed)**

**XII. Adjournment**

\*IN ACCORDANCE WITH ADA REGULATIONS, PLEASE NOTE THAT ANYONE WHO NEEDS AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE CITY CLERK AT (704) 920-5205 AT LEAST FORTY-EIGHT HOURS PRIOR TO THE MEETING.



# City Council

## 2025 Meeting Schedule

Location: 35 Cabarrus Ave, W, Concord, NC 28025

The Concord City Council meets every second Thursday of each month at 6:00 p.m.

A work session is held on the preceding Tuesday at 4:00 p.m.

**\*\*A 2<sup>nd</sup> Work Session will be held from 11:00 a.m. to 1:00 p.m. on Tuesday two weeks following the 1<sup>st</sup> Work Session \*\***

The meetings are held in the Council Room of City Hall located at 35 Cabarrus Avenue, West.

Month	Work Session date	Regular session date	2 <sup>nd</sup> Work Session date
January	7	9	21
February	11	13	25
March	11	13	25
April	8	10	22
May	6	8	20
June	10	12	24
July	8	10	22
August	12	14	26
September	9	11	23
October	7	9	21
November	*10	13	25
December	9	11	**16

**\*The November Work Session will be held Monday, 11/10/25, due to City offices being closed on Veteran's Day.**

**\*\*The December 2<sup>nd</sup> Work Session will be held Tuesday, 12/16/25, due to the Christmas holiday.**



**DATE:** October 15, 2024

**REZONING CASE #:** Z(CD)-27-23

**ACCELA:** CN-RZC-2023-00023

**DESCRIPTION:** Zoning Map Amendment  
RM-1 (Residential Medium Density) to RV-CD (Residential Village – Conditional District)

**APPLICANT/OWNER:** Capital Land Partners, LLC/Hermitage Associates

**LOCATION:** 805 Branchview Dr SE

**PIN#s:** 5630-55-3690, 5630-45-9844

**AREA:** +/- 13.44 acres

**PREPARED BY:** George Daniels, Senior Planner

**BACKGROUND**

The subject properties consist of two parcels comprising 13.44 acres on the northeast side of Branchview Dr SE, west of the intersection of Crestside Dr SE. The property is currently undeveloped.

**HISTORY**

The property was annexed into the City before 1979 and the earliest recorded zoning was R-1 Residential. The zoning was converted to RM-1 (Residential Medium Density) with the adoption of the Unified Development Ordinance (UDO) and remained with the conversion to the Concord Development Ordinance (CDO). The property is vacant/wooded and does not appear to have ever been developed in the past.

**SUMMARY OF REQUEST**

The applicant is requesting to rezone the subject property from RM-1 (Residential Medium Density) to RV-CD (Residential Village – Conditional District) to construct a single-family attached (townhomes) development. The site would contain a maximum of eighty (80) townhomes, on individual lots. This would be at a density of ~ 6 dwelling units per acre (RV zoning has a maximum allowance of 8 units per acre). For comparison with the surrounding zoning, RM-1 (Residential Medium Density) allows for a maximum density of 3 units per acre. The zoning application is conditional on meeting the site plan that has been submitted. The plan includes additional guest parking areas as required by the CDO, amenity areas (pocket park, dog park and playground), and buffers and screenings from adjacent residential properties. Forty-eight (48) of the proposed townhomes would have front-loaded driveway access, while thirty-two (32) would have rear-loaded driveways.

A TIA (Traffic Impact Analysis) has been completed and approved for this project. Part of this analysis has resulted in the plan including improvements to Branchview Dr SE. These are shown on the plans as a left turn lane with 100 feet of storage from the eastbound lane, and a right turn lane with 100 feet of storage on the lane headed west. Traffic exiting the site will have full access to turn left or right onto Branchview Dr SE.

The surrounding zoning on all sides of the subject property is RM-1 (Residential Medium Density). The surrounding land use is single-family residential homes. To the north the property is abutted by homes in the Winecoff Hills subdivision and to the east by the Mountain Brook subdivision. Across Branchview Dr SE is the McEachern Greenway with this segment connecting McGee Park with Myers Park. Myers Park is located approximately 400 feet south of the property across Branchview Dr SE and Lawndale Ave SE.

The conditional zoning process allows particular uses to be established on a case-by-case basis on a specific property. If a petition for conditional district zoning is approved, the conditions of approval shall become binding upon the property. Only those use and structures indicated in the approved petition and site plan may be developed on the site.

The site plan has been reviewed by the Development Review Committee (DRC) and there are no staff objections to the proposed rezoning.

<b>Existing Zoning and Land Uses (Subject Parcel)</b>					
<b>Current Zoning of Subject Property</b>	<b>Zoning Within 500 Feet</b>		<b>Land Uses(s) of Subject Property</b>	<b>Land Uses within 500 Feet</b>	
RC (Residential Compact)	<b>North</b>	RM-1 (Residential Medium Density)	Vacant land	<b>North</b>	Single-family residential
	<b>South</b>	RM-1 (Residential Medium Density)		<b>South</b>	Single-family residential, public park
	<b>East</b>	RM-1 (Residential Medium Density)		<b>East</b>	Single-family residential
	<b>West</b>	RM-1 (Residential Medium Density)		<b>West</b>	Single-family residential

**COMPLIANCE WITH 2030 LAND USE PLAN**

The 2030 Land Use Plan (LUP) designates the subject property as “Suburban Neighborhood” for which RV (Residential Village) is listed as a corresponding zoning district.

**From the 2030 Land Use Plan – “Suburban Neighborhood”:**

*The Suburban Neighborhood (SN) Future Land Use category includes single-family areas that are formed as subdivisions or communities, with a relatively uniform housing type and density*

throughout. They may support a variety of single-family detached residential types, from low-density single-family homes to denser formats of smaller single-family homes. In areas designated Suburban Neighborhood, homes are typically oriented interior to the neighborhood and are typically buffered from surrounding development by transitional uses or landscaped areas. Single-family attached dwellings are an option for infill development within the suburban neighborhood future land use category. These neighborhoods are often found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers and employment base needed to support these centers. Lots at intersections of collector and arterial streets within or at the edges of suburban neighborhoods may support small-scale, neighborhood serving, pedestrian-oriented commercial or service uses such as coffee shops, cafes, beauty salons and light retail. Pedestrian oriented uses exclude uses with drive-in, drive-through or automobile related services.

Policy Guidance:

*Land Use Goals and Objectives*

*Goal 1: Maintain a sustainable balance of residential, commercial and industrial land uses.*

*Objective 1.6: Provide a diverse mix and range of housing options throughout the City that will accommodate the current and future needs of the citizens of Concord.*

*Housing and Neighborhoods Goals*

*Goal 9: Create sustainable neighborhoods through the provision of an adequate housing supply with diverse housing types and price levels for the growth population.*

*Objective 9.1 Provide a diverse mix and range of housing options throughout the City that will accommodate the current and future needs of the citizens of Concord.*

The following goals from the recently adopted Strategic Plan also relate to the proposed zoning amendment:

*Goal 2: Create Economic Opportunities for Individuals and Businesses Expand Housing Choices.*

**SUGGESTED STATEMENT OF CONSISTENCY**

- The subject properties are approximately 13.44 acres combined and are zoned RM-1 (Residential Medium Density)
- The subject property was annexed into the City before 1979 and the earliest recorded zoning was R-1 (Residential), later converted to RM-1 (Residential Medium Density).
- The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as RV (Residential Village) is a corresponding zoning classification to the Suburban Neighborhood classification.
- The zoning amendment is reasonable and in the public interest as it provides an additional single-family housing option to the area and is compatible in use, design and density with the adjacent residential land uses.

**OR**

- The zoning amendment is not reasonable and in the public interest as the design is not compatible with the surrounding residential area and adjacent RM-1 (Residential Medium Density) zoning.

### **SUGGESTED CONDITIONS**

If approval is desired, staff recommends the following conditions:

1. Compliance with “Branchview Townhomes Rezoning Plan” document, dated 7/26/2024, sheets RZ-1 through RZ-4.
2. Compliance with the “Street Tree Planting @ Front Loaded Units”
3. Technical site plan review and approval is required including all approvals from outside local, state and federal agencies.

### **PROCEDURAL CONSIDERATIONS**

This particular case is a rezoning, which under the CDO, is legislative in nature. Legislative hearings do not require the swearing or affirming of witnesses prior to testimony at the public hearing.

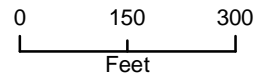
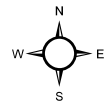
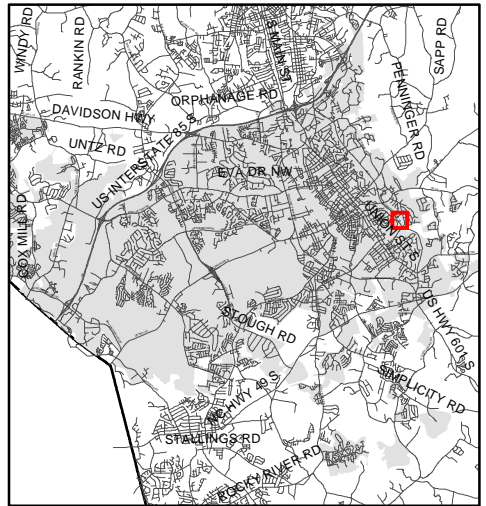


**Z(CD)-27-23  
AERIAL**

**Rezoning application  
RM-1 (Residential Medium Density)  
to RV-CD (Residential Village -  
Conditional District)**

805 Branchview Dr SE  
PINs: 5630-55-3690 &  
5630-45-9844

Subject  
Properties

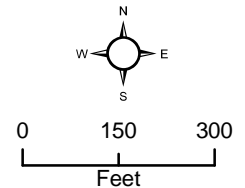
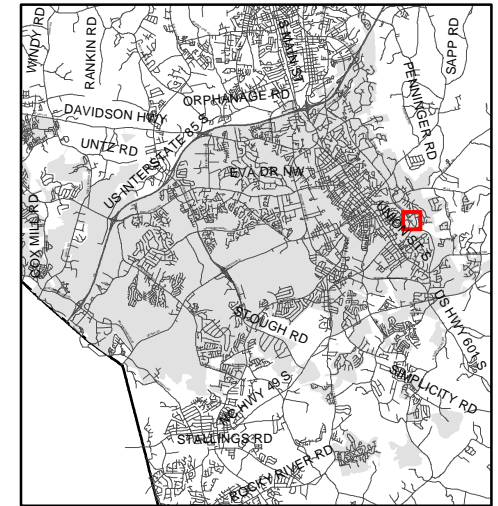
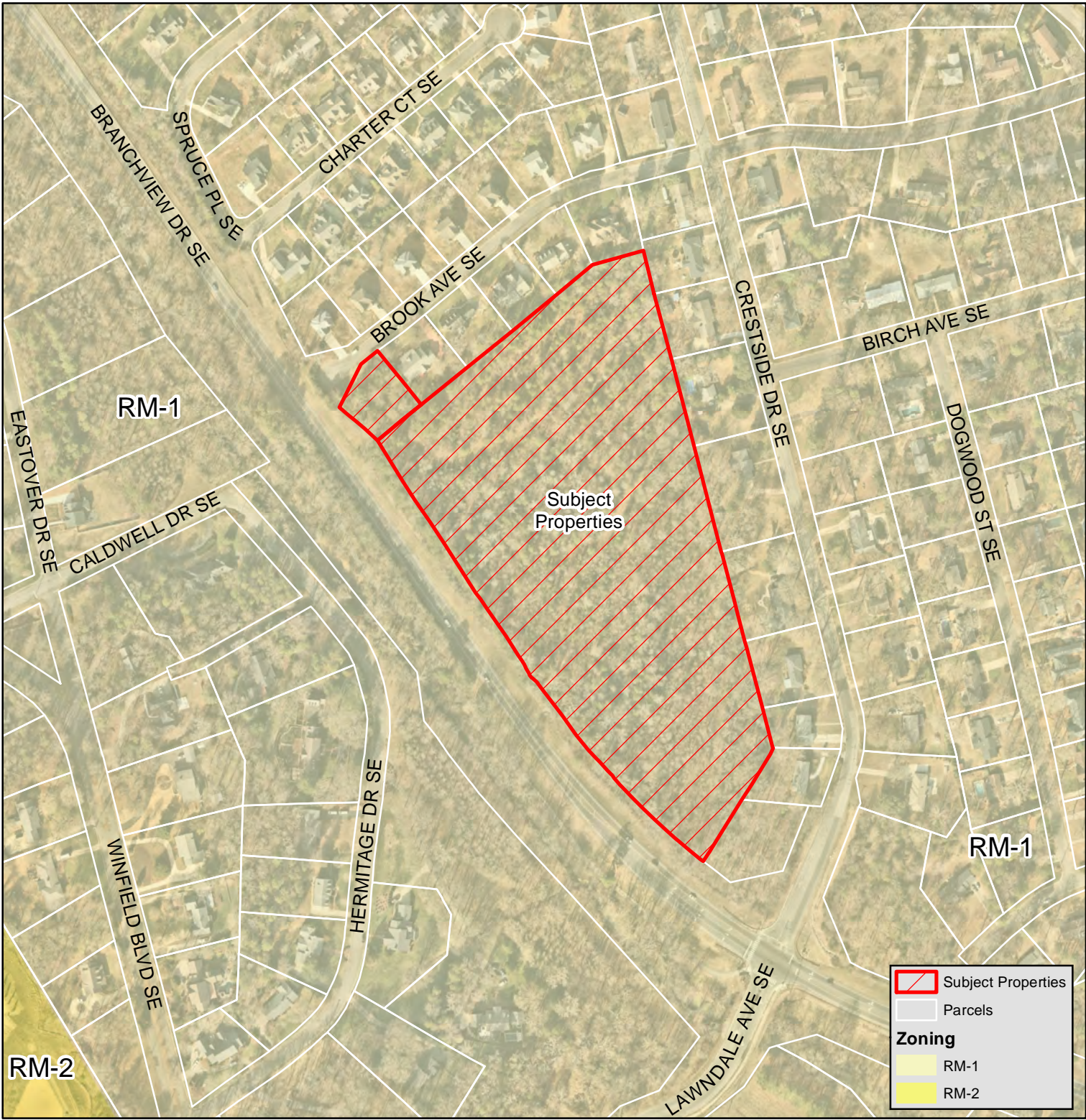


Subject Properties  
 Parcels

**Z(CD)-27-23  
ZONING**

**Rezoning application  
RM-1 (Residential Medium Density)  
to RV-CD (Residential Village -  
Conditional District)**

805 Branchview Dr SE  
PINs: 5630-55-3690 &  
5630-45-9844

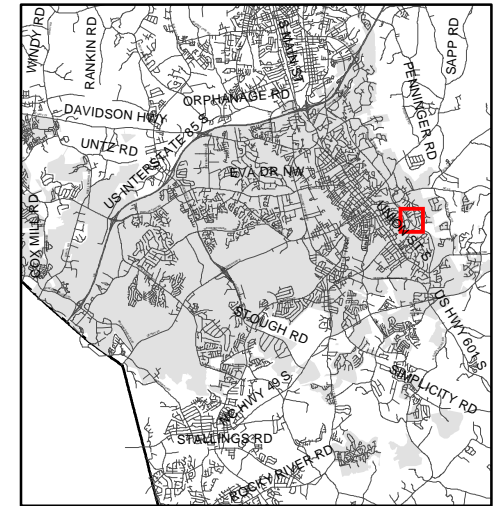




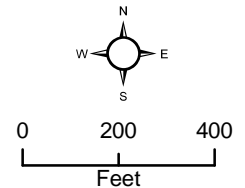
**Z(CD)-27-23  
LAND USE PLAN**

**Rezoning application  
RM-1 (Residential Medium Density)  
to RV-CD (Residential Village -  
Conditional District)**

805 Branchview Dr SE  
PINs: 5630-55-3690 &  
5630-45-9844



	Subject Properties
	Parcels
<b>Land Use Plan</b>	
	Suburban Neighborhood
	Village Center
	Civic-Institutional
	Open Space



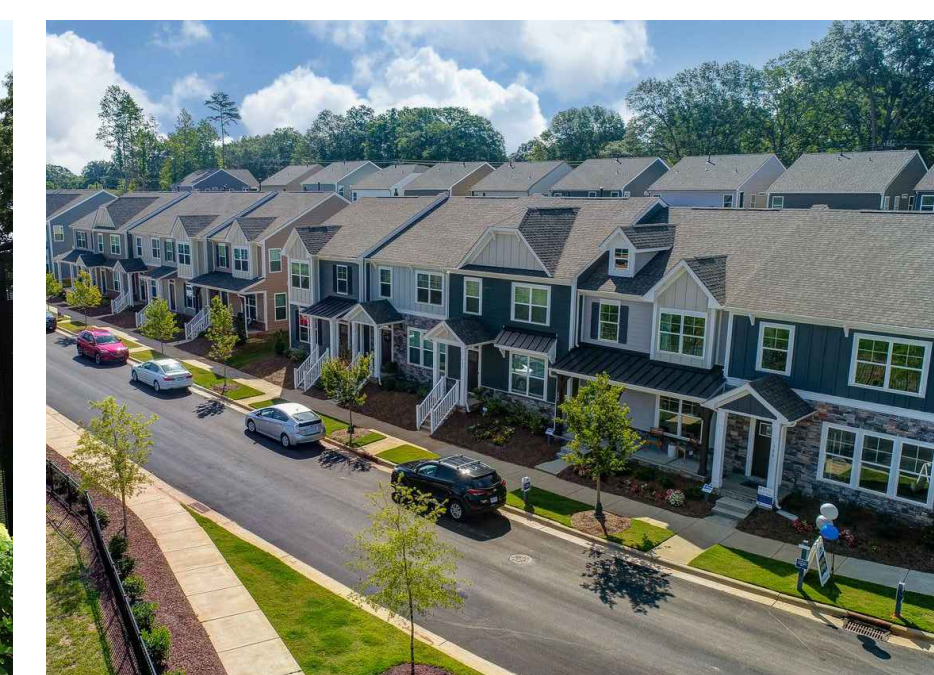
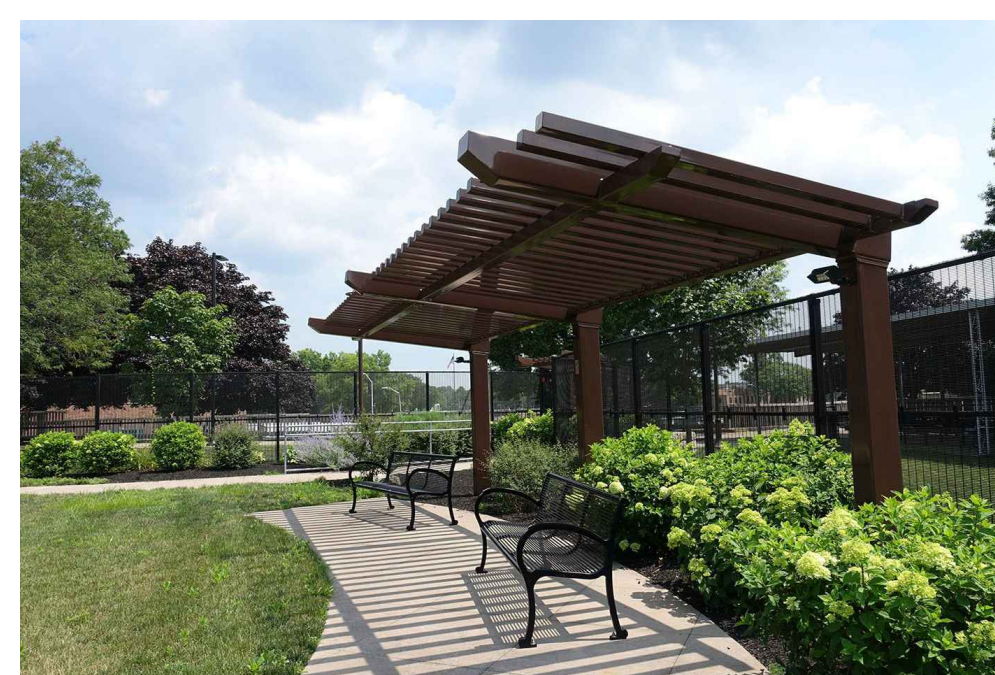
# BRANCHVIEW TOWNHOMES

CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA - CN-RZC-2023-00023

## REZONING PLAN



## 2 PROJECT IMAGERY



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CLIENT / OWNER  
CAPITAL LAND PARTNERS, LLC  
2907 PROVIDENCE ROAD, SUITE 250  
CHARLOTTE, NC 28211  
704.516.4138

LAND USE ATTORNEY

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VICINITY MAP

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## PROJECT BRANCHVIEW TOWNHOMES

BRANCHVIEW DRIVE  
CONCORD, NC 28025

PROJECT NUMBER  
23001

DATE  
8-18-2023

ISSUED FOR  
REZONING

NO.	DATE	DESCRIPTION	BY
0	08-18-2023	1ST SUBMISSION	RT
1	10-25-2023	2ND SUBMISSION	RT
2	03-01-2024	3RD SUBMISSION	RT
3	04-15-2024	4TH SUBMISSION	RT
4	07-26-2024	5TH SUBMISSION	AF

PROJ. MANAGER: HN  
DRAWN BY: RT  
CHECKED BY: HN

SEAL

SCALE  
AS INDICATED

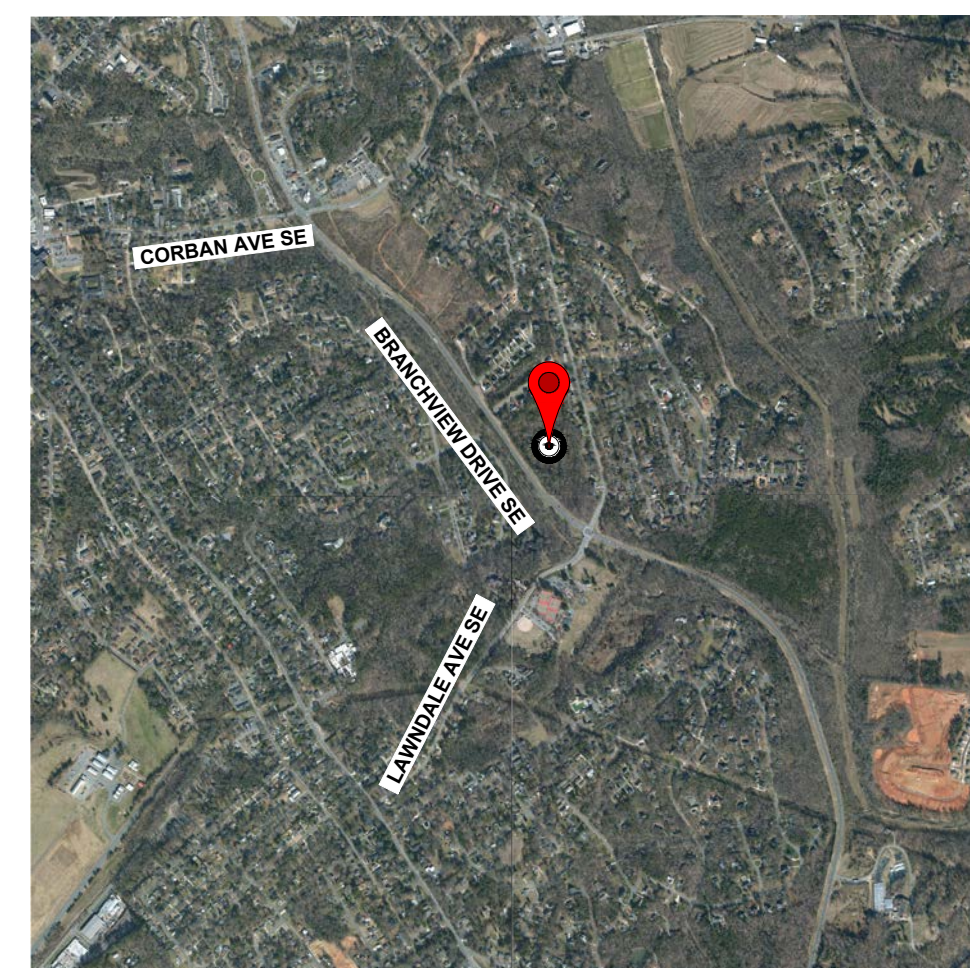
DRAWING  
ILLUSTRATIVE SITE PLAN

# RZ-1

Plotfile: Z:\Shared\Projects\2023\23001 Branchview TH-Capital Land-Concord\Drawings\Resizing\23001-Resizing.dwg / 7/26/2024 7:10 PM

### LEGEND

- EXISTING PROPERTY LINE
- - - PROPOSED LOT LINE
- - - PROPOSED PUBLIC STREET RIGHT OF WAY
- - - PROPOSED PRIVATE ALLEY RIGHT OF WAY
- 25' X 25' ST. TYP
- SIGHT DISTANCE TRIANGLE
- - - PROPOSED SETBACK LINE
- PROP. RETAINING WALL
- PROPOSED COMMON OPEN SPACE
- PROPOSED FIRE HYDRANT



### SITE DEVELOPMENT DATA:

**SITE:**  
 TOTAL SITE AREA: ± 13.03 AC.  
 TAX PARCEL #: 5630553690000

**EXISTING ZONING:** RM-1  
**PROPOSED ZONING:** RV-CD  
**PROPOSED USE:** NOT TO EXCEED 80 ATTACHED DWELLING UNITS

**PROPOSED DENSITY:** 80 DU / 13.03 AC. = 6.2 DU PER AC. (MAXIMUM)

**PARKING RATIO REQUIRED:** 2 PER UNIT  
**PARKING SPACES REQUIRED:** 200 SPACES (160 RESIDENT + 40 VISITOR)\*  
**PARKING SPACES PROVIDED:** 200 SPACES MIN., INCLUDING 40 VISITOR PARKING, PARKING LOT AND PARALLEL ON-STREET PARKING

\*PER SECTION 7.7.4.E.1D AND 7.7.4.E.2

**COS REQUIRED:** 2.60 AC (20.0%)  
**COS PROVIDED:**

COS 1	28,000 SF (0.64 AC.) - PASSIVE
COS 2	34,000 SF (0.78 AC.) - PASSIVE
COS 3	68,000 SF (1.56 AC.) - ACTIVE
COS 4	5,700 SF (0.13 AC.) - ACTIVE
COS 5	40,400 SF (0.93 AC.) - PASSIVE
COS 6	40,000 SF (0.92 AC.) - PASSIVE
216,100 SF = 4.96 AC (38.0%) (STORMWATER POND AREA INCLUDED)	

**TREESAVE REQUIRED:** 1.30 AC (50% OF REQUIRED COS)  
**TREESAVE PROVIDED:** 1.30 AC

**SETBACKS:**

**TOWNHOMES:**

FRONT LOADED:	24' (20' FROM PROPERTY LINE IF GARAGE RECESSED 4')
FRONT YARD:	7' MIN. (BUILDING SEPARATION IS 14')
SIDE YARD:	24'
CORNER LOT:	24'
REAR YARD:	5'
REAR LOADED:	10'
FRONT YARD:	7.5' (BUILDING SEPARATION IS 15')
SIDE YARD:	NOT REQUIRED (7.7.4.E.2.D)
INTERIOR SIDE YARD:	10'
CORNER LOT:	10' FROM EOP (ALLEY GARAGE SETBACK)
REAR YARD:	10' FROM EOP (ALLEY GARAGE SETBACK)

### NOTES:

A. ALLEYS NEED TO BE CONSTRUCTED TO LOAD BEARING STANDARDS TO SUPPORT SOLID WASTE VEHICLES, AS WELL AS A DAMAGE WAIVER PROVIDED.

B. PROJECT PHASING MAY BE REQUIRED DUE TO LIMITATIONS OF AVAILABLE SEWER CAPACITY ALLOCATION. FLOW ACCEPTANCE IS NOT GUARANTEED UNTIL PROJECT PERMITTING.

C. MAXIMUM IMPERVIOUS AREA IN RESIDENTIAL SHALL BE 60%.

D. REQUIRED SITE DISTANCE SHALL BE MAINTAINED AT ALL INTERSECTIONS, INCLUDING ALLEYS.

E. PROPOSED 30' TYPE D BUFFER WITH 6" BERM ALONG BRANCHVIEW ROAD FRONTAGE IS PER PER TABLE 11-4-2 BUFFER YARD LANDSCAPE REQUIREMENTS.

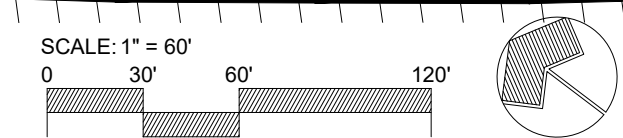
F. PROPOSED 8' TYPE A BUFFER ALONG THE SITE PERIMETER THAT ABUTS EXISTING RM-1 NEIGHBORHOOD IS PER TABLE 11-4-2 BUFFER YARD LANDSCAPE REQUIREMENTS. THE PETITIONER PROPOSES A VOLUNTARY 25' UNDISTURBED BUFFER AS SHOWN ON THE PLAN, EXCEPT ADJACENT TO THE BATESKI'S AND CARPENTER'S PROPERTIES, AN APPROXIMATE 10' OF AN EXISTING SEWER EASEMENT WITHIN THE 25' IS TO REMAIN.

G. FRONT LOADED TOWNHOMES REQUIRES 12' MINIMUM SEPARATION BETWEEN DRIVEWAYS, WITHIN PUBLIC STREET RIGHT OF WAY. DRIVEWAY WIDTH OF 10' MINIMUM IS REQUIRED.

H. ALL TOWNHOMES ARE TO BE SUBDIVIDED, WITH SUB-LOT LINES AS SHOWN ON THE PLAN.

#### Estimated Impervious Area Summary

	Imperv. Area (Ac)	% of Imp. Area of Site Area
Proposed TownHomes	4.00	29.96%
Proposed Amenity, CMB & Misc.	0.20	1.50%
Proposed Streets	2.60	19.48%
<b>Total Proposed BUA</b>	<b>6.80</b>	<b>50.94%</b>
		<b>60% Max. Allowed</b>



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CLIENT / OWNER  
**CAPITAL LAND PARTNERS, LLC**  
 2907 PROVIDENCE ROAD, SUITE 250  
 CHARLOTTE, NC 28211  
 704.516.4138

LAND USE ATTORNEY

VICINITY MAP

PROJECT

## BRANCHVIEW TOWNHOMES

BRANCHVIEW DRIVE  
 CONCORD, NC 28025

PROJECT NUMBER  
 23001

DATE  
 8-18-2023

ISSUED FOR

### REZONING

REVISIONS

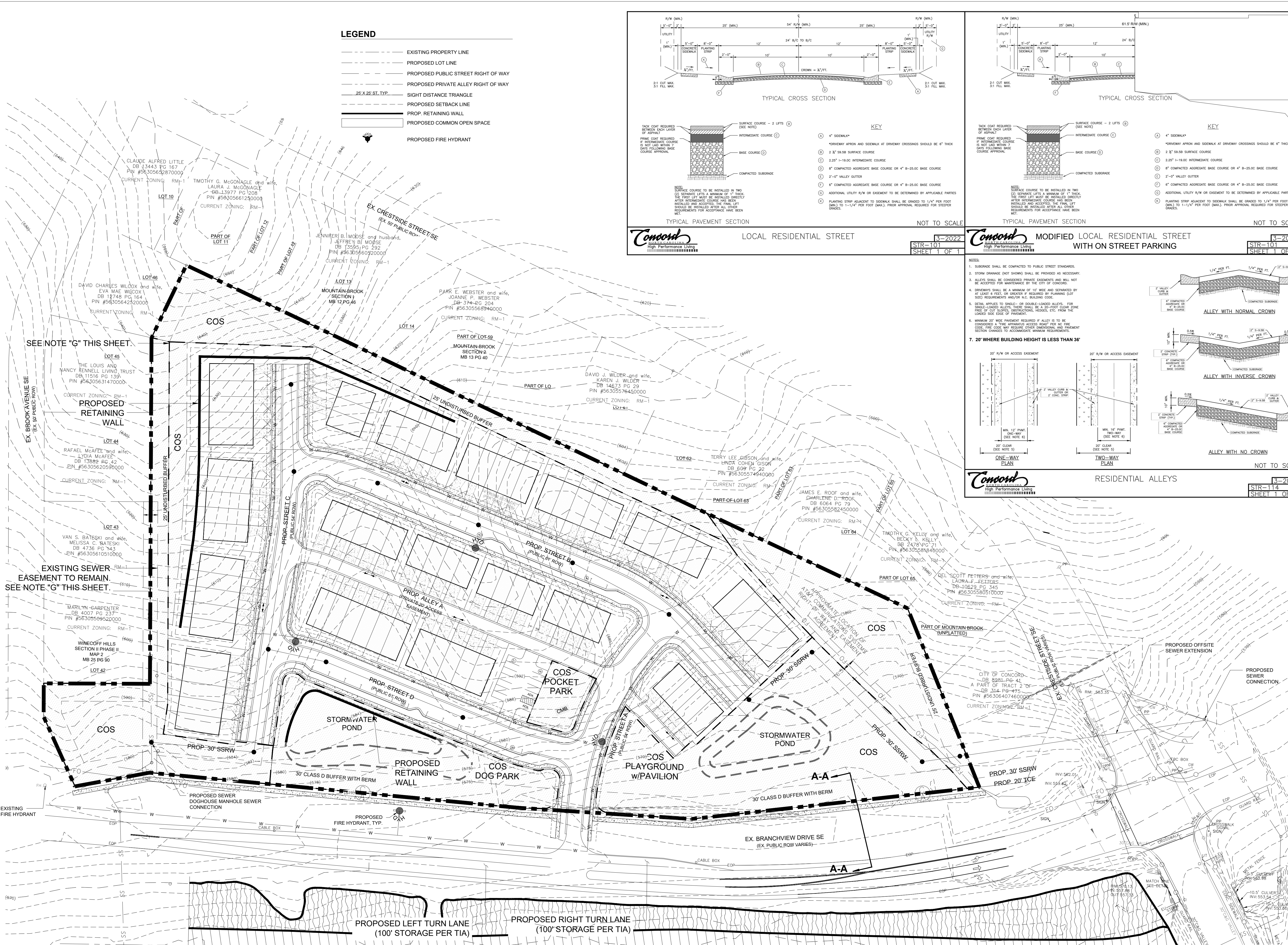
NO.	DATE	DESCRIPTION	BY
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2	03-01-2024	3RD SUBMISSION	RT
3	04-15-2024	4TH SUBMISSION	RT
4	07-26-2024	5TH SUBMISSION	AF

PROJ. MANAGER: HN  
 DRAWN BY: RT  
 CHECKED BY: HN

SCALE  
 AS INDICATED

DRAWING  
**SCHEMATIC SITE PLAN**

# RZ-2



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CLIENT / OWNER  
CAPITAL LAND PARTNERS, LLC  
2907 PROVIDENCE ROAD, SUITE 250  
CHARLOTTE, NC 28211  
704.516.4138

LAND USE ATTORNEY

VICINITY MAP

# BRANCHVIEW TOWNHOMES

BRANCHVIEW DRIVE  
CONCORD, NC 28025

PROJECT NUMBER  
23001

DATE  
8-18-2023

ISSUED FOR  
REZONING

NO.	DATE	DESCRIPTION	BY
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3	04-15-2024	4TH SUBMISSION	RT
4	07-26-2024	5TH SUBMISSION	AF

PROJ. MANAGER: HN  
DRAWN BY: RT  
CHECKED BY: HN

SCALE  
AS INDICATED

DRAWING  
SCHEMATIC UTILITY PLAN

# RZ-3



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CLIENT / OWNER  
**CAPITAL LAND PARTNERS, LLC**  
2907 PROVIDENCE ROAD, SUITE 250  
CHARLOTTE, NC 28211  
704.516.4138

LAND USE ATTORNEY

COS REQUIRED:	2.60 AC (20.0%)
COS PROVIDED:	
COS 1	28,000 SF (0.64 AC) - PASSIVE
COS 2	34,000 SF (0.78 AC) - PASSIVE
COS 3	68,000 SF (1.56 AC) - ACTIVE
COS 4	5,700 SF (0.13 AC) - ACTIVE
COS 5	40,400 SF (0.93 AC) - PASSIVE
COS 6	40,000 SF (0.92 AC) - PASSIVE
TOTAL	216,100 SF = 4.96 AC (38.0%) (STORMWATER POND AREA INCLUDED)
TREESAVE REQUIRED:	1.30 AC (50% OF REQUIRED COS)
TREESAVE PROVIDED:	
TS 1	14,150 SF (0.32 AC)
TS 2	42,450 SF (0.97 AC)
TOTAL	56,600 SF (1.30 AC)

**LEGEND**

- EXISTING PROPERTY LINE
- PROPOSED LOT LINE
- PROPOSED PUBLIC STREET RIGHT OF WAY
- PROPOSED PRIVATE ALLEY RIGHT OF WAY
- 25' X 20' ST. TYP
- SIGHT DISTANCE TRIANGLE
- PROPOSED SETBACK LINE
- PROP. RETAINING WALL
- PROPOSED COMMON OPEN SPACE
- PROPOSED FIRE HYDRANT

**COS MAINTENANCE NOTES:**

ALL COS AREA HAVE CONNECTIVE TO EACH OTHER AND ALL COS AREA ARE ACCESSIBLE TO PROPOSED PUBLIC STREET RIGHT-OF-WAY. THE MAINTENANCE OF ALL COS AREAS WILL BE THE RESPONSIBILITY OF THE HOA.

**BRANCHVIEW TOWNHOMES**

BRANCHVIEW DRIVE  
CONCORD, NC 28025

PROJECT NUMBER  
23001  
DATE  
8-18-2023

ISSUED FOR  
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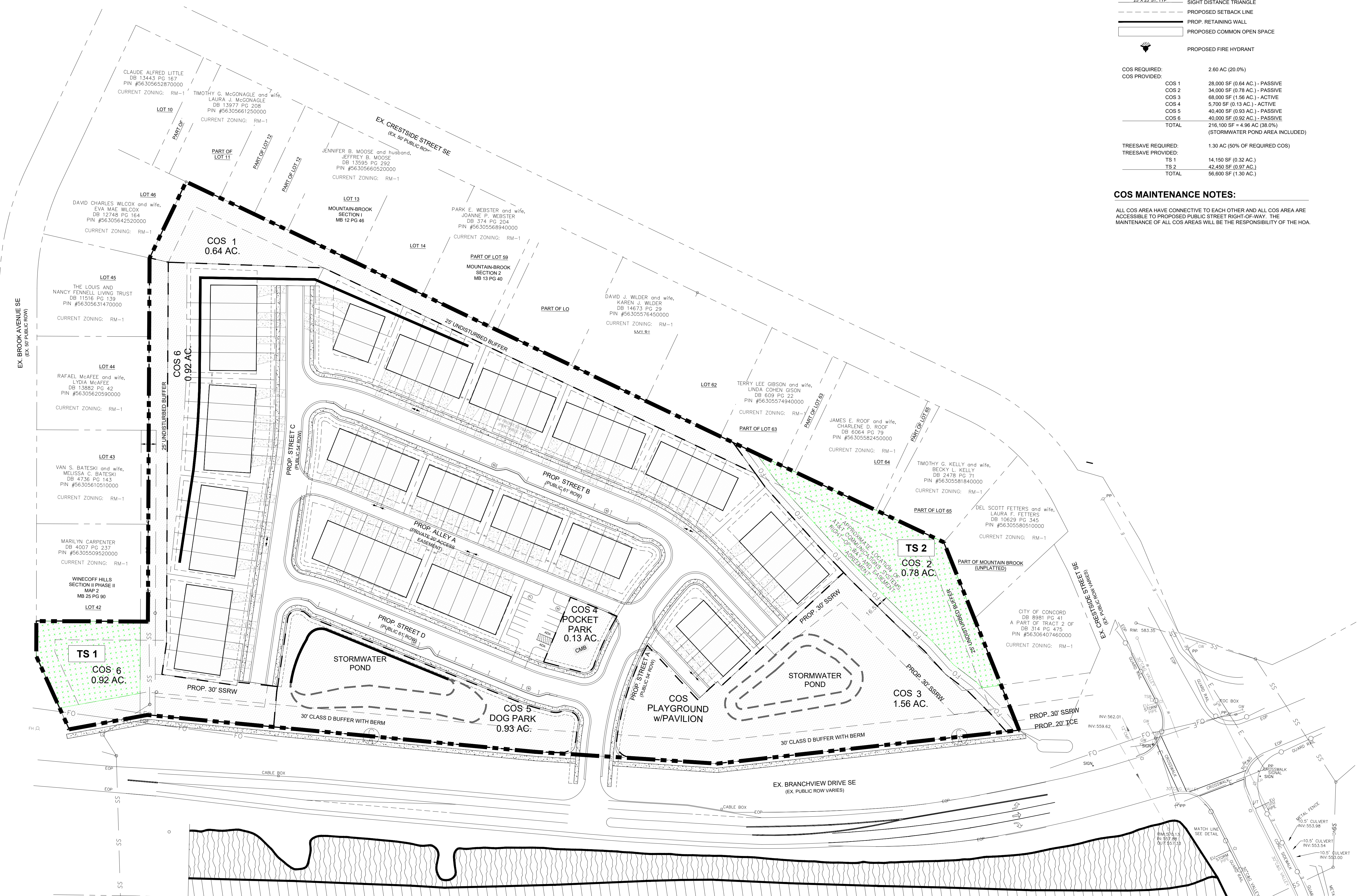
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DRAWN BY: RT  
CHECKED BY: HN

SCALE  
AS INDICATED

DRAWING  
**SCHEMATIC COS AND TREESAVE PLAN**

**RZ-3A**

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**DEVELOPMENT STANDARDS:**

**1. GENERAL PROVISIONS:**

- a) **SITE LOCATION.** THESE DEVELOPMENT STANDARDS, THE SCHEMATIC SITE PLAN, AND RELATED GRAPHICS FORM THE REZONING PLAN (COLLECTIVELY REFERRED TO AS THE "REZONING PLAN") ASSOCIATED WITH THE REZONING PETITION FILED BY CAPITAL LAND PARTNERS, LLC (THE "PETITIONER") TO ACCOMMODATE THE DEVELOPMENT OF A RESIDENTIAL COMMUNITY ON THE APPROXIMATELY 13.03 ACRE SITE LOCATED AT 805 BRANCHVIEW DRIVE SE (THE "SITE").
- b) **ZONING DISTRICTS/ORDINANCE.** DEVELOPMENT OF THE SITE WILL BE GOVERNED BY THE REZONING PLAN AS WELL AS THE APPLICABLE PROVISIONS OF THE CONCORD DEVELOPMENT ORDINANCE (THE "ORDINANCE"), UNLESS THE REZONING PLAN ESTABLISHES MORE STRINGENT STANDARDS THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE FOR THE RV-CD ZONING CLASSIFICATION SHALL GOVERN.
- c) **GRAPHICS AND ALTERATIONS.** THE SCHEMATIC DEPICTIONS OF LOTS, SIDEWALKS, STRUCTURES AND BUILDINGS, BUILDING ELEVATIONS, DRIVEWAYS, STREETS, BUFFERS, STORM WATER FACILITIES, TRAILS, AND OTHER DEVELOPMENT MATTERS AND SITE ELEMENTS (COLLECTIVELY THE "DEVELOPMENT/SITE ELEMENTS") SET FORTH ON THE REZONING PLAN SHOULD BE REVIEWED IN CONJUNCTION WITH THE PROVISIONS OF THESE DEVELOPMENT STANDARDS. THE LAYOUT, LOCATIONS, SIZES, AND FORMULATIONS OF THE DEVELOPMENT/SITE ELEMENTS DEPICTED ON THE REZONING PLAN ARE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS PROPOSED. SINCE THE PROJECT HAS NOT UNDERGONE THE DESIGN DEVELOPMENT AND CONSTRUCTION PHASES, IT IS INTENDED THAT THIS REZONING PLAN PROVIDES FOR SIGNIFICANT FLEXIBILITY IN ALLOWING ALTERATIONS OR MODIFICATIONS FROM THE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS. THEREFORE, THERE MAY BE INSTANCES WHERE MODIFICATIONS WILL BE ALLOWED WITHOUT REQUIRING AMENDMENTS TO THE REZONING PETITION, AND THESE INSTANCES GENERALLY INCLUDE CHANGES TO GRAPHICS IF THEY ARE MINOR AND DON'T MATERIALLY CHANGE THE OVERALL DESIGN INTENT DEPICTED ON THE REZONING PLAN.
- d) **ANY TECHNICAL ISSUES** NOT ADDRESSED WITH THE REZONING SITE PLAN SHALL BE SUBJECT TO THE CONSTRUCTION DOCUMENT APPROVAL AND COMPLIANCE WITH THE CITY'S SUBDIVISION AND LAND DEVELOPMENT STANDARDS.

**2. PERMITTED USES & DEVELOPMENT AREA:**

- a) THE DEVELOPMENT AREA MAY BE DEVELOPED WITH UP TO 80 RESIDENTIAL TOWNHOME UNITS, AS ALLOWED BY RIGHT AND UNDER PRESCRIBED CONDITIONS, TOGETHER WITH ACCESSORY USES, AS PERMITTED IN THE RV-CD ZONING DISTRICT, INCLUDING, WITHOUT LIMITATION, RECREATION, OPEN SPACE AND RELATED USES (E.G. IMPROVED PASSIVE AND ACTIVE OPEN SPACES, /GATHERING SHELTERS, GAZEBO, DOG PARKS, MAINTENANCE BUILDINGS, OUTDOOR RECREATIONAL USES, AND/OR OTHER USES TYPICALLY ASSOCIATED WITH RESIDENTIAL COMMUNITIES).
- b) TOTAL NUMBER OF UNITS IS APPROXIMATE. FINAL COUNTS FOR EACH SIZE MAY VARY BUT THE TOTAL LOT YIELD SHALL NOT EXCEED 80 UNITS.

**3. ACCESS AND TRANSPORTATION:**

- a) **ACCESS.** ACCESS TO THE SITE WILL BE FROM BRANCHVIEW DRIVE, AS GENERALLY DEPICTED ON THE REZONING PLAN. THE PLACEMENT AND CONFIGURATION OF THE VEHICULAR ACCESS POINTS ARE SUBJECT TO ANY MINOR MODIFICATIONS REQUIRED TO ACCOMMODATE FINAL SITE DEVELOPMENT AND CONSTRUCTION PLANS AND TO ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY THE CITY OF CONCORD AND/OR NCDOT IN ACCORDANCE WITH APPLICABLE PUBLISHED STANDARDS.
- b) **IMPROVEMENTS AND PHASING.** THE PETITIONER SHALL INSTALL PHASED TRANSPORTATION IMPROVEMENTS TO THE FOLLOWING:
  - i. **PHASING.** THE PETITIONER MAY DEVELOP IN PHASES A DEPICTED ON THE PLAN.
- c) **STREET NETWORK.**
  - i. THE OVERALL STREET NETWORK IS CONCEPTUAL IN NATURE AND MAY BE ADJUSTED DURING THE PERMITTING PROCESS SO LONG AS THE PROVISIONS OF THE ORDINANCE ARE ADHERED TO.
  - ii. APPROVAL OF REZONING PLAN DOES NOT CONSTITUTE APPROVAL OF ANY TRANSPORTATION ELEMENT SHOWN ON PLAN WHICH MAY NOT MEET TECHNICAL STANDARDS. TECHNICAL REVIEW DONE DURING THE PRELIMINARY PLAN AND/OR SITE PLAN STAGE MAY IDENTIFY ELEMENTS WHICH DO NOT MEET TECHNICAL STANDARDS AND WILL NEED TO BE REVISED FOR TECHNICAL PLAN APPROVAL. SUCH REVISIONS MAY REQUIRE SIGNIFICANT ALTERATIONS TO THE CONCEPTUAL LAYOUT DEPICTED IN THESE PLANS.
  - iii. THIS COMMUNITY HAS A CONTROLLED ACCESS (C/A) DICTATED BY NCDOT.
  - iv. THE PROPOSED ROAD IMPROVEMENTS ARE SUBJECT TO THE RESULTS OF A TYPE A TIA.
- d) **TRIP GENERATION TABLE (PER 11TH GENERATION ITE MANUAL)**

Code	Land Use	Unit	Size	Daily			AM Peak			PM Peak		
				In	Out	Total	In	Out	Total	In	Out	Total
215	Single-Family Attached Housing	80	DU	290	290	580	9	9	36	26	16	44

- i. THE PROJECT FRONTAGE WILL REQUIRE LEFT AND RIGHT TURN LANE IMPROVEMENTS, AS DEPICTED ON THE SITE PLAN, AND AS OUTLINED IN THE TIA REPORT APPROVED BY NCDOT AND CITY OF CONCORD.

**4. DESIGN INTENT STATEMENT:**

- a) THE PETITIONER PROPOSES TO DEVELOP A WALKABLE RESIDENTIAL COMMUNITY WHERE THE RESIDENTS OF THE COMMUNITY WILL HAVE CONVENIENT AND EASY ACCESS TO A SERIES OF PASSIVE AND ACTIVE OPEN SPACES THAT ARE INTERCONNECTED BY A NETWORK OF STREETS, SIDEWALKS, AND TRAILS.
- b) LOT LINES SHALL BE SUBJECT TO THE LATEST CITY OF CONCORD LAND DEVELOPMENT DESIGN GUIDELINES AND ORDINANCE.
- c) LOCATION OF ADDITIONAL PARKING SHOWN ON SITE PLAN IS FOR REFERENCE ONLY. ACTUAL LOCATIONS MAY VARY BASED ON ENGINEERING DESIGN.
- d) THE CITY IS UNDER NO OBLIGATION TO ACCEPT THE PROPOSED STREETS FOR PUBLIC MAINTENANCE. PROPERLY DESIGNED AND CONSTRUCTED STREETS THAT MEET THE STREET ACCEPTANCE REQUIREMENTS ARE ELIGIBLE TO APPLY/REQUEST THE STREETS TO BE ACCEPTED INTO THE PUBLIC SYSTEM.
- e) THE PROPOSED DEVELOPMENT SHALL BE SUBJECT TO THE CITY OF CONCORD FIRE MARSHALL APPROVAL AND 2018 NC FIRE CODE.
- f) THE FOLLOWING MINIMUM STANDARDS ARE REQUIRED FOR THE SUCCESSFUL DEVELOPMENT OF THIS PROPERTY. OTHER MODIFICATIONS MAY BE REQUESTED DURING THE FINAL DESIGN OF THE PROJECT AS PROVIDED IN THE CONCORD DEVELOPMENT ORDINANCE:
  - i. TRANSITION FROM VERTICAL CURB AT INLETS TO VALLEY CURB IS TEN (10) FEET ON EACH SIDE OF THE CURB INLETS. MINIMUM ALLOWED ON CASE BY CASE BASIS IS 5'. SUCH REQUEST AND APPROVAL WILL BE MADE DURING TECHNICAL SITE PLAN REVIEW.
  - ii. THE MINIMUM HORIZONTAL CENTERLINE SEPARATION BETWEEN DOMESTIC WATER LINES AND SANITARY SEWER LATERALS SHALL BE FIVE (5) FEET.

**5. STREETScape, LANDSCAPING, AND OPEN SPACE:**

- a) SETBACKS AND YARDS AS REQUIRED BY ORDINANCE WILL BE PROVIDED AND AS CALLED OUT ON SHEET RZ-2.
- b) THE PETITIONER SHALL PROVIDE AN SIX (6) FOOT SIDEWALK BEHIND THE EXISTING DITCH ALONG THE SITE'S FRONTAGE ON BRANCHVIEW DRIVE, EXTENDING TO CRESTVIEW DRIVE.
- c) COMMUNITY GATHERING SPACE SHALL BE PROVIDED AS GENERALLY DEPICTED ON THE REZONING PLAN AND IS INTENDED TO PROVIDE POCKETS OF OPEN SPACE THROUGHOUT THE DEVELOPMENT. COMMUNITY GATHERING SPACES MAY INCLUDE BENCHES, PLAY STRUCTURES, TRAILS, SIGNATURE LANDSCAPING, LAWNS AND/OR OTHER FEATURES THAT PROVIDE OPPORTUNITIES TO RECREATE OR FOSTER COMMUNITY ENGAGEMENT.
- d) STORMWATER AREAS ARE INCLUDED IN OPEN SPACE AND MEET REQUIREMENTS SET FORTH IN ARTICLE 10.5.4.
- e) A SIX (6) FOOT PRIVACY FENCE SHALL BE INSTALLED ALONG THE REAR AND SIDE BOUNDARIES ABUTTING EXISTING HOMES WHERE THE PROPOSED RETAINING WALL DOES NOT EXCEEDS 3' HIGH.
- f) ALL CLUSTER MAILBOXES SHALL BE SUBJECT TO THE LATEST USPS CLUSTER MAILBOX GUIDELINES AND CITY OF CONCORD ORDINANCE.
- g) THE PETITIONER AGREES TO SUBMIT A LANDSCAPE PLAN AND LIGHTING PLAN WITH THE CONSTRUCTION DOCUMENTS.
- h) ALL STREET TREES SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THE HOMEOWNERS ASSOCIATION. THE MAINTENANCE OF STREET TREES IN PLANTING STRIPS BETWEEN CURBS AND SIDEWALKS WHICH ARE WITHIN THE STREET RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE RESPECTIVE HOMEOWNERS ASSOCIATION.
- i) SIGNAGE WITHIN THE DEVELOPMENT SHALL MEET THE REQUIREMENTS OF THE ORDINANCE.

**6. ENVIRONMENTAL FEATURES:**

- a) THE SITE SHALL COMPLY WITH STORMWATER AND WATER QUALITY REQUIREMENTS AS SET FORTH IN THE ORDINANCE AND APPLICABLE NCDCEQ DESIGN MANUAL.
- b) THE LOCATION, SIZE, AND TYPE OF STORM WATER MANAGEMENT SYSTEMS DEPICTED ON THE REZONING PLAN ARE SUBJECT TO REVIEW AND APPROVAL AS PART OF THE FULL DEVELOPMENT PLAN SUBMITTAL AND ARE NOT IMPLICITLY APPROVED FROM AN ENGINEERING PERSPECTIVE WITH THIS REZONING. ADJUSTMENTS MAY BE NECESSARY IN ORDER TO ACCOMMODATE ACTUAL STORM WATER TREATMENT REQUIREMENTS AND NATURAL SITE DISCHARGE POINTS.
- c) ANY JURISDICTIONAL STREAMS PRESENT ON THE SITE SHALL BE SUBJECT TO REQUIRED STREAM BUFFERS AS SET FOR IN THE ORDINANCE.
- d) ANY IMPACTS TO JURISDICTIONAL STREAMS AND/OR WETLANDS ONSITE, SHALL REQUIRE APPROPRIATE PERMIT(S) WITH THE CORPS OF ENGINEERS AND OTHER AUTHORITIES HAVING JURISDICTION OVER SUCH IMPACT. THE APPLICANT SHALL PROVIDE CITY OF CONCORD WITH SUCH PERMIT PRIOR TO CONSTRUCTION DRAWING APPROVAL.

**7. LIGHTING AND ELECTRICAL:**

- a) ANY MOVEMENT OF EXISTING CITY OF CONCORD ELECTRIC UTILITIES CAN BE AT THE OWNER/DEVELOPER COST.
- b) ALL ELECTRICAL INSTALLATIONS MUST COMPLY CITY OF CONCORD TECHNICAL STANDARDS MANUAL.
- a) PROPOSED SITE IS TO BE SERVED WITH PUBLIC PORTABLE WATER AND GRAVITY SANITARY. ALL PUBLIC SEWER/WATER SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY'S STANDARDS.
- b) IF APPLICABLE, COPIES OF ALL CORRESPONDING SEWER EASEMENT AGREEMENTS AND PLAT MAPS WILL BE SUBMITTED TO THE CITY PLANNING DEPARTMENT FOR REVIEW AND COMMENTS; FINAL VERSIONS OF THESE DOCUMENTS WILL BE RECORDED AT THE REGISTER OF DEEDS AND THEN SENT TO THE WATER RESOURCE DEPARTMENT FOR FILING.
- c) PROPOSED GRAVITY SEWER SYSTEM AND POTABLE WATER MAIN SYSTEMS SHALL BE DEDICATED TO THE CITY OF CONCORD FOR OWNERSHIP AND MAINTENANCE.

**9. WATER**

THE APPLICANT SHALL EXTEND THE EXISTING WATER MAIN ALONG THE PROJECT FRONTAGE AT BRANCHVIEW DRIVE. THE SIZE OF THE WATER MAIN WILL BE BASED UPON DEVELOPER'S CALCULATIONS TO SERVE THE SITE WITH REQUIRED POTABLE AND FIRE FLOW DEMAND.

**10. AMENDMENTS TO THE REZONING PLAN:**

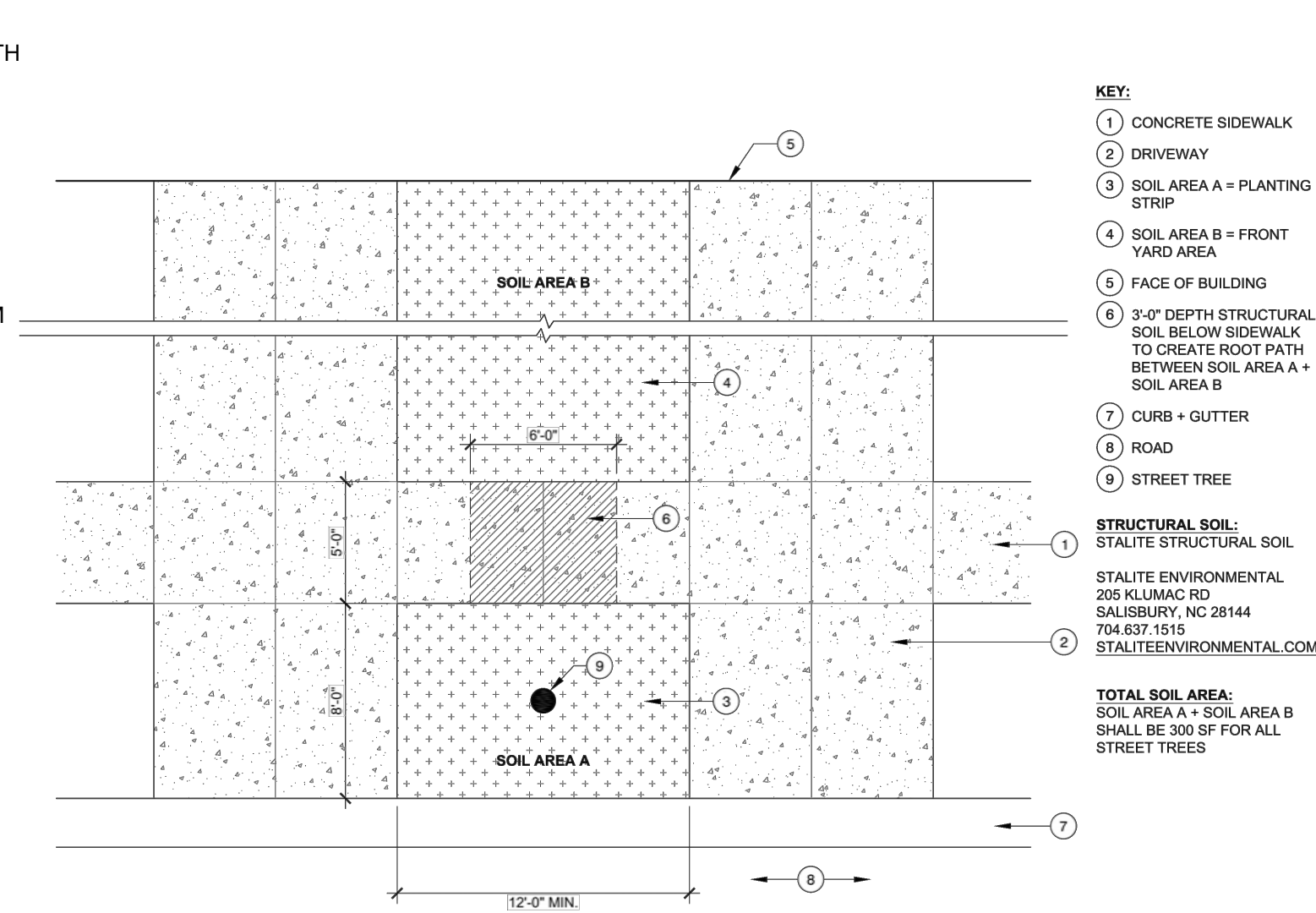
FUTURE AMENDMENTS TO THE REZONING PLAN (WHICH INCLUDES THESE DEVELOPMENT STANDARDS) MAY BE APPLIED FOR BY THE THEN OWNER OR OWNERS OF THE APPLICABLE PORTION OF THE SITE AFFECTED BY SUCH AMENDMENT IN ACCORDANCE WITH THE PROVISIONS OF THE ORDINANCE.

**11. BINDING EFFECT OF THE REZONING APPLICATION:**

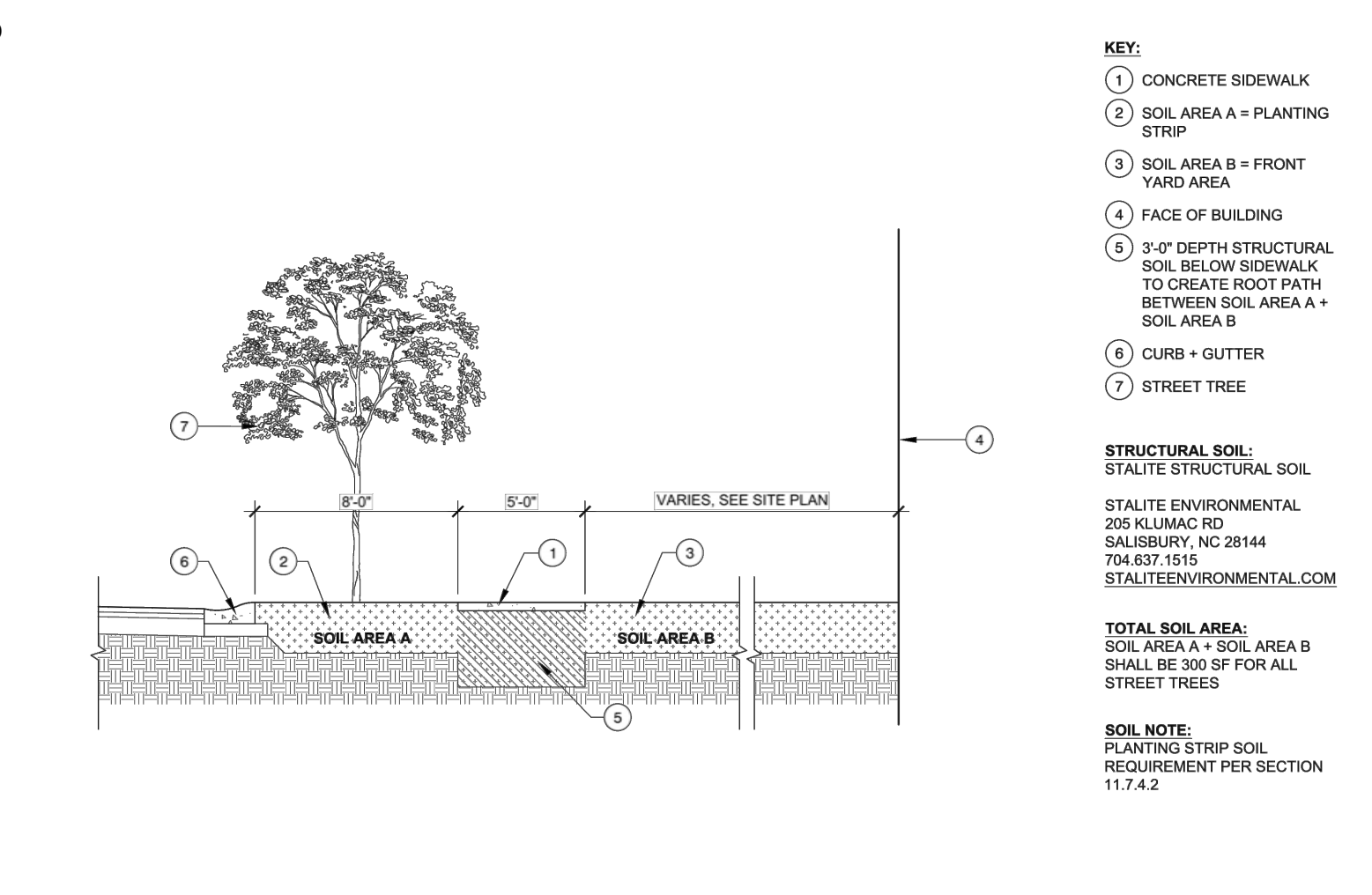
IF THIS REZONING PETITION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE DEVELOPMENT OF THE SITE IMPOSED UNDER THE REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING UPON AND INSURE TO THE BENEFIT OF THE PETITIONER AND SUBSEQUENT OWNERS OF THE SITE AND THEIR RESPECTIVE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST OR ASSIGNS.

**12. RECORDATION OF THE REZONING PLAN:**

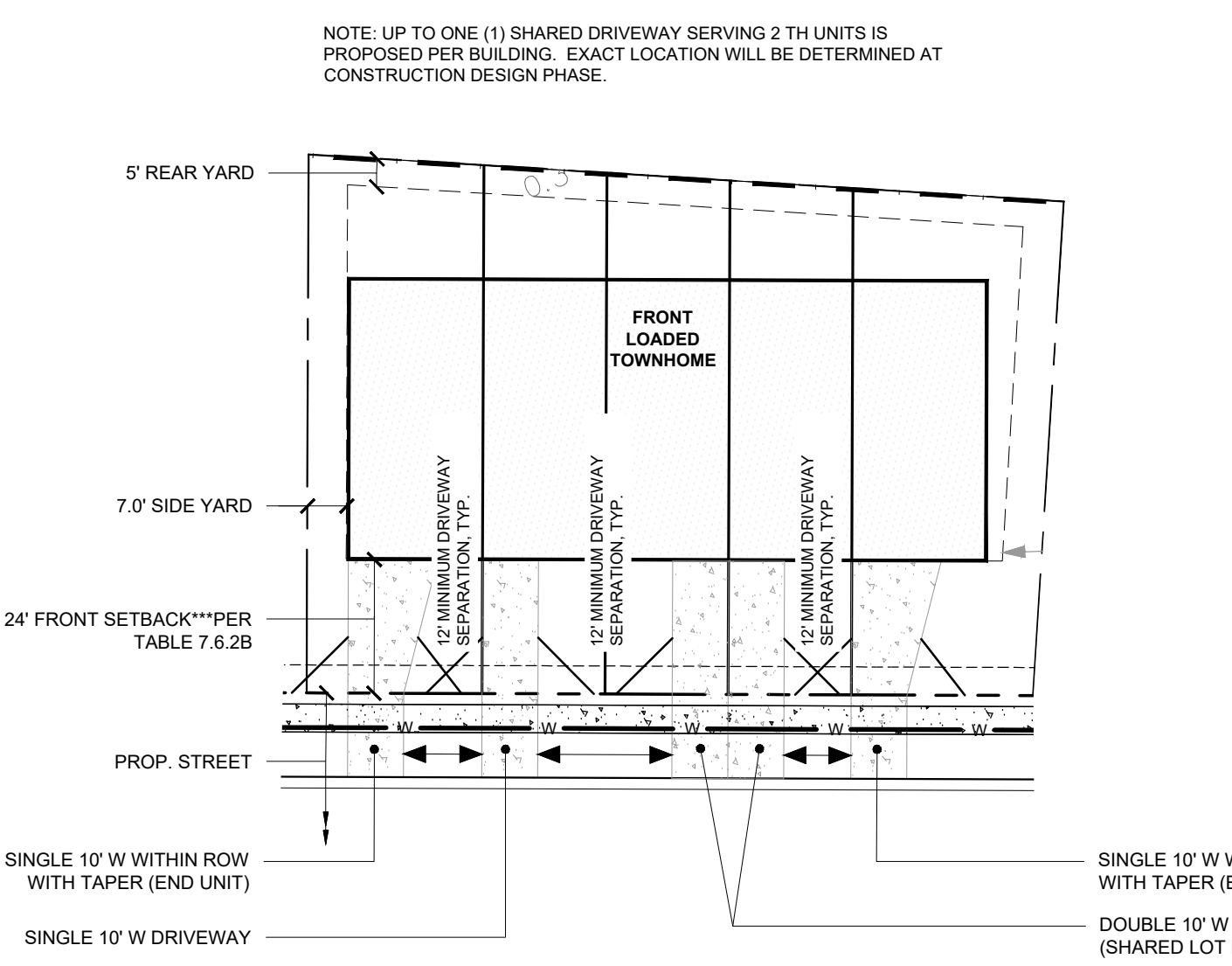
THE ZONING PLAN SHALL BE RECORDED WITH CABARRUS COUNTY REGISTER OF DEEDS ONCE APPROVED BY THE CITY.



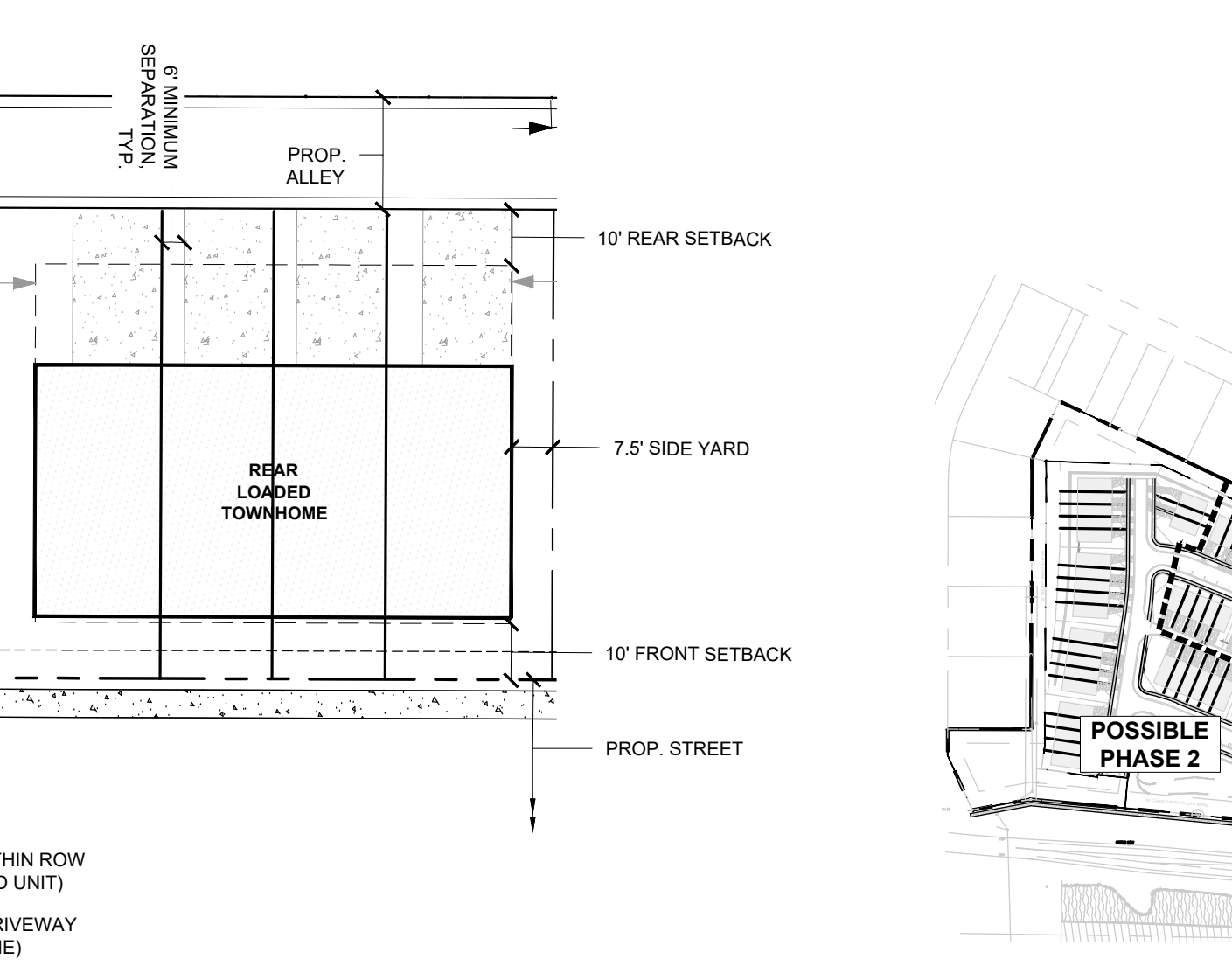
**5 | STREET TREE PLANTING @ FRONT LOADED UNITS PLAN**



**6 | STREET TREE PLANTING @ FRONT LOADED UNITS SECTION**



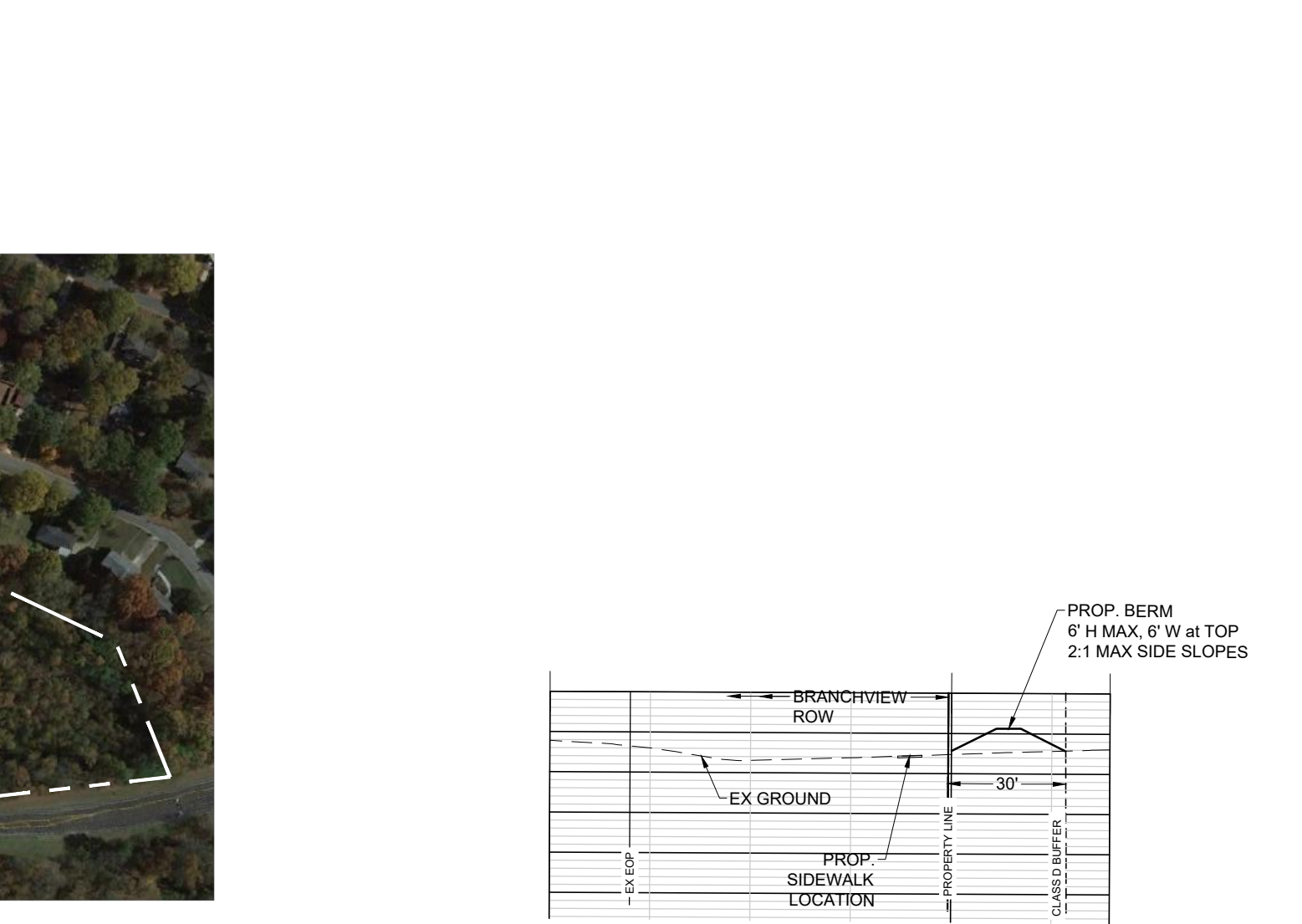
**1 | LOT DIAGRAM EXHIBIT PLAN**



**2 | PROJECT PHASING EXHIBIT PLAN**



**3 | EXISTING CANOPY AREA PLAN**



**4 | PROPOSED 30' CLASS D BUFFER WITH 6' BERM EXHIBIT SECTION**



master planning . civil engineering  
urban design . landscape architecture  
919 berryhill rd. ste 101 . charlotte, nc 28208  
704.532.1204 . www.dpr.design  
NC Firm License # C-0560

CLIENT / OWNER  
CAPITAL LAND PARTNERS, LLC  
2907 PROVIDENCE ROAD, SUITE 250  
CHARLOTTE, NC 28211  
704.516.4138

LAND USE ATTORNEY  
---

VICINITY MAP  
---

PROJECT  
**BRANCHVIEW TOWNHOMES**

BRANCHVIEW DRIVE  
CONCORD, NC 28025

PROJECT NUMBER  
23001  
DATE  
8-18-2023

ISSUED FOR  
**REZONING**

NO.	DATE	DESCRIPTION	BY
0	08-18-2023	1ST SUBMISSION	RT
1	10-25-2023	2ND SUBMISSION	RT
2	03-01-2024	3RD SUBMISSION	RT
3	04-15-2024	4TH SUBMISSION	RT
4	07-26-2024	5TH SUBMISSION	AF

PROJ. MANAGER: HY  
DRAWN BY: RT  
CHECKED BY: HY

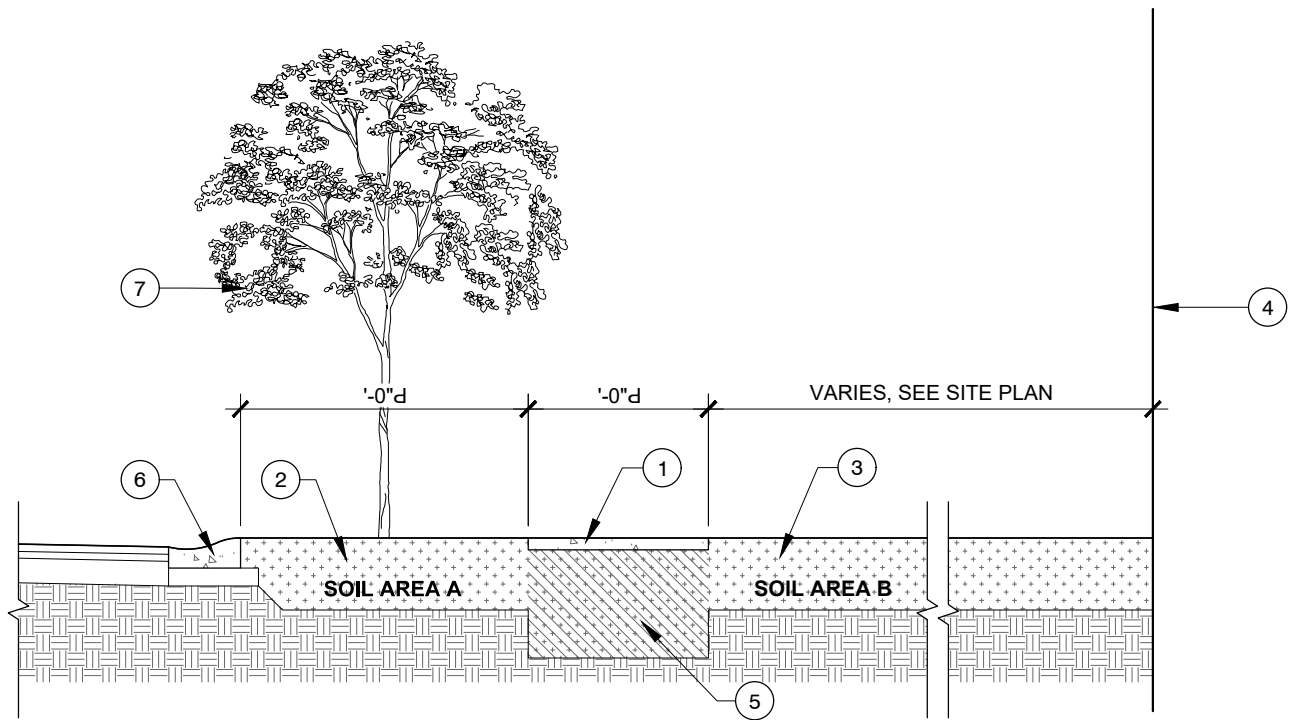
SCALE

AS INDICATED

DRAWING

REZONING NOTES

**RZ-4**



**KEY:**

- ① CONCRETE SIDEWALK
- ② SOIL AREA A = PLANTING STRIP
- ③ SOIL AREA B = FRONT YARD AREA
- ④ FACE OF BUILDING
- ⑤ 3'-0" DEPTH STRUCTURAL SOIL BELOW SIDEWALK TO CREATE ROOT PATH BETWEEN SOIL AREA A + SOIL AREA B
- ⑥ CURB + GUTTER
- ⑦ STREET TREE

**STRUCTURAL SOIL:**

STALITE STRUCTURAL SOIL

STALITE ENVIRONMENTAL  
 205 KLUMAC RD  
 SALISBURY, NC 28144  
 704.637.1515  
[STALITEENVIRONMENTAL.COM](http://STALITEENVIRONMENTAL.COM)

**TOTAL SOIL AREA:**

SOIL AREA A + SOIL AREA B  
 SHALL BE 300 SF FOR ALL  
 STREET TREES

**SOIL NOTE:**

PLANTING STRIP SOIL  
 REQUIREMENT PER SECTION  
 11.7.4.2

**6 | STREET TREE PLANTING @ FRONT LOADED UNITS**  
 SECTION

3/16" = 1'-0"

Drawn By: Autumn C. James  
Return to: City of Concord ROD Box

CASE #: Z(CD)-27-23  
PIN#: 5630-55-3690, 5630-45-9844

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP  
OF THE CITY OF CONCORD, NORTH CAROLINA  
FOR PROPERTY LOCATED AT 805 BRANCHVIEW DR. SE, CONCORD, NC

WHEREAS, the City of Concord, North Carolina, pursuant to the authority conferred by the North Carolina General Statutes 160A-364 enacted an Official Zoning Ordinance for the City of Concord, North Carolina and the Area of Extraterritorial Jurisdiction on July 28, 1977; and

WHEREAS, the City of Concord, North Carolina, pursuant to the authority conferred by North Carolina General Statute 160D-601 through 160D-605, 160D-701 through 160D-706, 160D-801 through 160D-808 and 160D-901 through 160D-951, may from time to time as necessary amend, supplement, change, modify or repeal certain of its zoning regulations and restrictions and zone boundaries; and

WHEREAS, the City of Concord, North Carolina, pursuant to the authority conferred by North Carolina General Statute, Chapter 160A, Art. 19, Session Laws of 1993, Chapter 247, House Bill 575 and Section 3.2.4.B.2 of the Concord Development Ordinance does hereby allow the Planning and Zoning Commission to be final approval authority for zoning changes of land, provided that at least three-fourths of the members present vote in the affirmative, and no appeal of the decision is taken; and

WHEREAS, Section 3.2.4.B.5 of the Concord Development Ordinance specifies that any person aggrieved by the decision of the Planning and Zoning Commission shall have the right to appeal the decision to the City Council within fifteen days of the decision of the Planning and Zoning Commission decision by giving written notice to the Administrator; and

WHEREAS, Section 3.2.4.B.2 of the Concord Development Ordinance specifies that a final approval decision shall not be in effect until the fifteen-day appeal period expires;

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

SECTION 1. That the P&Z Commission held a duly advertised public hearing on October 15, 2024. At the close of the public hearing, the P&Z Commission adopted the following "Statement of Zoning Consistency" as required by NC Gen Stat 160D-605.



- The subject properties are approximately 13.44 acres combined and are zoned RM-1 (Residential Medium Density)
- The subject property was annexed into the City before 1979 and the earliest recorded zoning was R-1 (Residential), later converted to RM-1 (Residential Medium Density).
- The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as RV (Residential Village) is a corresponding zoning classification to the Suburban Neighborhood classification.
- The zoning amendment is not reasonable and in the public interest as the design is not compatible with the surrounding residential area and adjacent RM-1 (Residential Medium Density) zoning.

The P&Z Commission then voted to DENY the map amendment for the area as described below, by the required super-majority. Based upon Section 3.2.5 of the CDO and Session Law 1993, Chapter 247, House Bill 575, a denial is forwarded to City Council for hearing at their next available meeting date.

SECTION 2. That the City Council held a duly advertised public hearing on November 14, 2024. At the close of the public hearing, the City Council adopted the following "Statement of Zoning Consistency" as required by NC Gen. Stat 160D-605.

#### **SUPPORTING APPROVAL**

- The subject properties are approximately 13.44 acres combined and are zoned RM-1 (Residential Medium Density)
- The subject property was annexed into the City before 1979 and the earliest recorded zoning was R-1 (Residential), later converted to RM-1 (Residential Medium Density).
- The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as RV (Residential Village) is a corresponding zoning classification to the Suburban Neighborhood classification.
- The zoning amendment is reasonable and in the public interest as it provides an additional single-family housing option to the area and is compatible in use, design and density with the adjacent residential land uses.

#### **SUPPORTING DENIAL**

- The subject properties are approximately 13.44 acres combined and are zoned RM-1 (Residential Medium Density)
- The subject property was annexed into the City before 1979 and the earliest recorded zoning was R-1 (Residential), later converted to RM-1 (Residential Medium Density).
- The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as RV (Residential Village) is a corresponding zoning classification to the Suburban Neighborhood classification.
- The zoning amendment is not reasonable and in the public interest as the design is not compatible with the surrounding residential area and adjacent RM-1 (Residential Medium Density) zoning.

#### **IF VOTE TO APPROVE**

The City Council then voted to APPROVE the map amendment, subject to the following conditions, which have been offered by the petitioner and/or mutually agreed upon during the course of the hearing:

1. Compliance with "Branchview Townhomes Rezoning Plan" document, dated 7/26/2024, sheets RZ-

- 1 through RZ-4.
2. Compliance with the "Street Tree Planting @ Front Loaded Units"
3. Technical site plan review and approval is required including all approvals from outside local, state and federal agencies.

SECTION 3: That the Official Zoning Map is hereby amended by rezoning from City of Concord RM-1 (Residential Medium Density) to City of Concord RV- CD Residential Village – Conditional District) in the area described as follows:

**IF VOTE TO DENY**

SECTION 3: The City Council then voted to DENY the rezoning from City of Concord RM-1 (Residential Medium Density) to City of Concord RV- CD Residential Village – Conditional District) in the area described as follows:

Being all of that certain tract or parcel of land located in the City of Concord, Cabarrus County, North Carolina, and being more particularly described as follows:

BEGINNING at a new 1/2" iron rod set on the northeasterly margin of Branchview Drive S.E. (a variable width public right-of-way), said iron being located at the west corner of the City of Concord property as described in Deed Book 8981, Page 41 of the Cabarrus County Public Registry;

thence with the margin of Branchview Drive S.E., the following three (3) bearings and distances:

- 1) North 43°20'01" West, 405.91 feet to an existing concrete monument;
- 2) North 33°19'24" West, 243.18 feet to a new 1/2" iron rod set;
- 3) North 31°35'09" West, 519.47 feet to an existing concrete monument found at the south corner of Lot 22, Winecoff Hills, Phase 4 and being depicted on Map Book 30, Page 88 of said registry; thence North 42°09'06" West, 109.08, thence North 28°01'01" East 107.01 feet, thence North 53°14'12" East 47.44, thence South 36°45'50" East 150.00 thence with the line of Lot 22, North 53°14'38" East, 35.28 feet to an existing 1/2" iron rod found at the south corner of Lot 42, Winecoff Hills, Section II, Phase II, Map 2 and being depicted on Map Book 25, page 90 of said registry; thence with the line of Map Book 25, Page 90, the following four (4) bearings and distances:

- 1) North 53°12'56" East, 255.39 feet to an existing 1/2" iron rod found;
- 2) North 53°14'04" East, 124.97 feet to an existing 1/2" iron rod found;
- 3) North 53°17'18" East, 104.87 feet to an existing 1/2" iron rod found;
- 4) North 78°34'33" East a distance of 112.97 feet to an existing 1/2" iron rod found in the southwesterly line of the Timothy G. McGonagle property as described in Deed Book 13977, Page 208 and being depicted as Lot 11, Mountain-Brook, Section 1 and being depicted on Map Book 12, Page 46 of said registry; thence with the line of Mountain-Brook, Section 1, the following two (2) bearings and distances:

- 1) South 11°32'44" East, 100.18 feet to an existing 1/2" iron rod found;
- 2) South 11°33'12" East, 149.98 feet to an existing 1/2" iron rod found at the northwesterly corner of Lot 14, Mountain-Brook, Section 2 and being depicted on Map Book 13, Page 40 of said registry; thence with the line of Mountain-Brook, Section 2, the following four (4) bearings and distances:

- 1) South 11°26'29" East, 196.51 feet to an existing 1/2" iron rod found;
- 2) South 11°34'00" East, 233.31 feet to an existing 1/4" iron rod found;
- 3) South 11°33'30" East, 199.53 feet to an existing 1" iron pipe found;
- 4) South 11°43'22" East, 240.23 feet to an existing 2" iron pipe found at the northwesterly corner of the Del Scott Fetters property as described in Deed Book 10629, Page 345 of said registry;

thence with the line of Del Scott Fetters, South 31°07'37" West, passing an existing 5/8" iron rod found at 109.80, the northwesterly corner of the aforementioned City of Concord property, a total distance of 270.25 feet to the POINT OF BEGINNING, having an area of 563,412 square feet or 12.9342 acres, as shown on a survey by R. B. Pharr & Associates, P. A., dated August 23, 2022, Job No. 94727.

**IF APPROVED**

SECTION 4. That the establishment of this district and subsequent issuance of Zoning Clearance Permits are hereby authorized.

**IF DENIED**

SECTION 4. That the establishment of this district and subsequent issuance of Zoning Clearance Permits are hereby not authorized.

SECTION 5. That the above described property shall be perpetually bound to the uses authorized in the Concord Development Ordinance, as such may be amended from time to time and as provided for under Article 3 of the Concord Development Ordinance.

SECTION 6. That the effective date hereof is the 12<sup>th</sup> day of December, 2024

Adopted this 12<sup>th</sup> day of December, 2024

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney



Staff Report

Planning and Zoning Commission

**DATE:** November 19, 2024

**REZONING CASE #:** Z-15-24

**ACCELA:** CN-RZZ-2024-00011

**DESCRIPTION:** Zoning Map Amendment  
C-2 (General Commercial) to R-V (Residential Village)

**APPLICANT/OWNER:** Todd Eury/Eury Properties NC Inc

**LOCATION:** 44 Sherwood Ct NW

**PIN#:** 5611-82-2928

**AREA:** +/- 0.434 acres

**ZONING:** C-2 (General Commercial)

**PREPARED BY:** Kim Wallis, Senior Planner, AICP

**BACKGROUND**

The subject property consists of one (1) parcel totaling +/- 0.434 acres located at 44 Sherwood Ct NW. The parcel is owned by Todd Eury and currently has a storage building located on the site. The applicant seeks approval to rezone the subject property from C-2 (General Commercial) to R-V (Residential Village).

**HISTORY**

The subject property was annexed on 6/30/1992 as part of a larger area along Davidson Hwy and the International Business Park. At that time it was zoned B-3 and converted to C-2 in 2000 with the adoption of the Unified Development Ordinance.

**SUMMARY OF REQUEST**

The applicant proposes to rezone the subject property from C-2 (General Commercial) to R-V (Residential Village) in order to construct two (2) single-family homes. Any development of the subject property would require technical site plan review and approval and must meet the standards set forth in the CDO (Concord Development Ordinance) as well as other applicable regulations. The property is surrounded to the northwest, west, south and southeast by R-V zoning and the petition represents an extension of the established district.

Existing Zoning and Land Uses (Subject Parcel)					
Current Zoning of Subject Property	Zoning Within 500 Feet		Land Uses(s) of Subject Property	Land Uses within 500 Feet	
C-2 (General Commercial)	North	C-2 (General Commercial)	Commercial	North	Residential, Vacant
	South	R-V (Residential Village)		South	Vacant, Residential
	East	C-2 (General Commercial)		East	Residential, Commercial
	West	R-V (Residential Village)		West	Residential, Vacant

**COMPLIANCE WITH 2030 LAND USE PLAN**

The 2030 Land Use Plan (LUP) designates the subject properties as “Commercial” (C). R-V (Residential Village) *is not listed* as a corresponding zoning district to the “Commercial” land use category, and therefore is not consistent with the land use plan. Approval of the rezoning would require a Land Use Plan amendment to Urban Neighborhood (UN) by City Council.

The corresponding zoning districts for the “Commercial” land use category are B-1 (Neighborhood Commercial/Office), O-I (Office-Institutional), C-1 (Light Commercial and Office), C-2 (General Commercial), MX-NC (Mixed Use-Neighborhood Center), MX-CC1 (Mixed Use-Commercial Center Small), MX-CC2 (Mixed Use-Commercial Center Large), MX-IB (Mixed Use-Industrial/Business Center), and PUD (Planned Unit Development).

**From the 2030 Land Use Plan – “Commercial” (C)**

*The Commercial Future Land Use category includes a mix of commercial land use types. While these areas continue to support additional commercial development and redevelopment, much of the new commercial development should be concentrated within the Mixed-Use Activity Centers and Village Centers. Strip commercial development along major corridors is discouraged in the 2030 Plan. Instead, commercial development integrated into Mixed-Use Activity Centers at key intersections is desired. Areas designated as Commercial are intended to represent those that include a variety of commercial uses at different intensities, including large scale malls, lifestyle centers, and community shopping centers.*

**The following goals, objectives and policy guidance relate to the proposed zoning amendment:**

*Goal 1: Maintain a sustainable balance of residential, commercial and industrial land uses.*

*Goal 1.3: Ensure that the Future Land Use Map allows sufficient development opportunities to meet existing and projected needs for residential, commercial, industrial and other land uses.*

**The following goals from the recently adopted Strategic Plan also relate to the proposed zoning amendment:**

*Objective 1.6: Provide a diverse mix and range of housing options throughout the City that will accommodate the current and future needs of the citizens of Concord.*

*Policy Guidance for Objective 1.6:*

- *Infill Housing: Promote a variety of compatible infill housing types in areas with access to adequate facilities and services.*
- *Housing Balance: Ensure that zoning allows for a mix of housing types at a variety of prices to meet the demands of existing and future residents.*

**SUGGESTED STATEMENT OF CONSISTENCY**

- The subject property for the rezoning petition is approximately +/- .434 acres and is currently zoned C-2 (General Commercial).
- The subject property was annexed into the City in 1992.
- The proposed zoning is not consistent with the 2030 Land Use Plan (LUP) as R-V (Residential Village) is a not corresponding zoning classification to the Commercial (C) Land Use Category. However, the subject property is located adjacent to other properties zoned R-V (Residential Village) to the south and west.
- The zoning amendment is reasonable and in the public interest as it is consistent with the existing zoning adjacent to the subject property.

**OR**

- The zoning amendment is not reasonable or in the public interest as it is not consistent with the existing residential zoning adjacent to the subject property.

**SUGGESTED RECOMMENDATION AND CONDITIONS**

The staff finds the zoning map amendment will need a Land Use Plan Amendment to the 2030 Land Use Plan and staff has no objections to the petition. No conditions may be applied as the request is not for a “Conditional District.”

**PROCEDURAL CONSIDERATIONS**

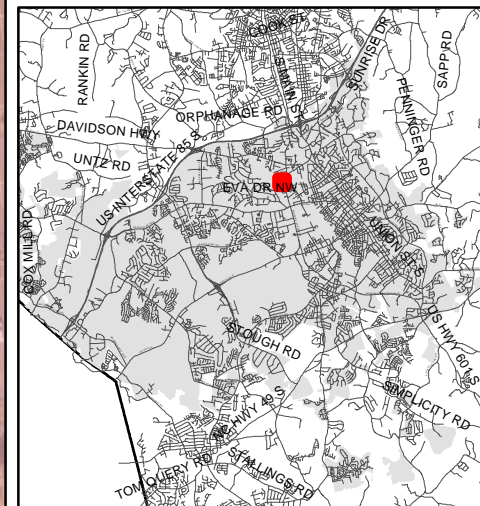
This particular case is a rezoning, which under the CDO, is legislative in nature. Legislative hearings do not require the swearing or affirming of witnesses prior to testimony at the public hearing. As the request is not a Conditional District no conditions may be applied.



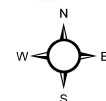
# Z-15-24 ZONING

Rezoning application  
C-2 (General Commercial)  
to  
RV (Residential Village)

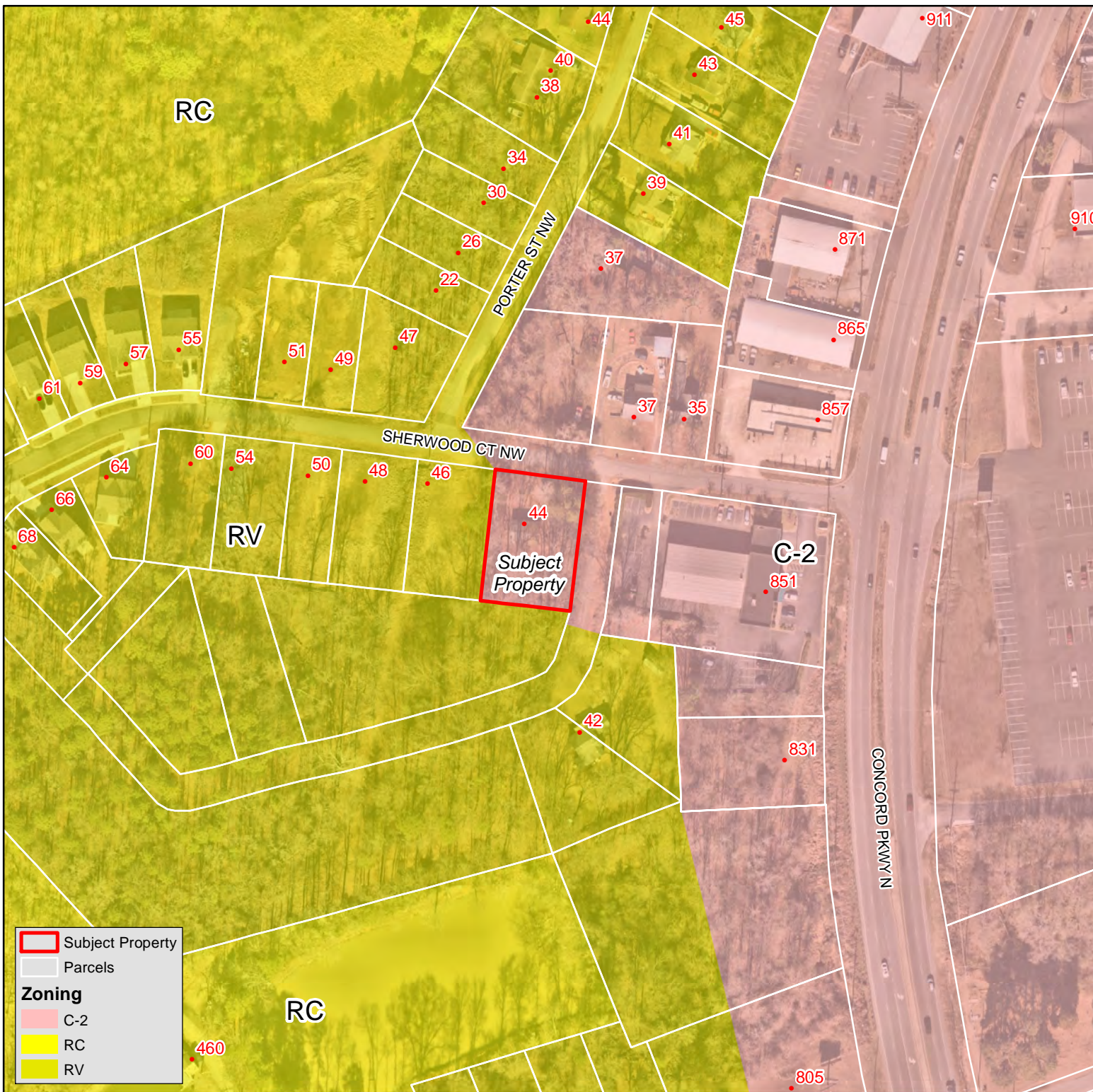
44 Sherwood Ct NW  
PIN: 5611-82-2928



*Concord*  
NORTH CAROLINA



0 75 150  
Feet

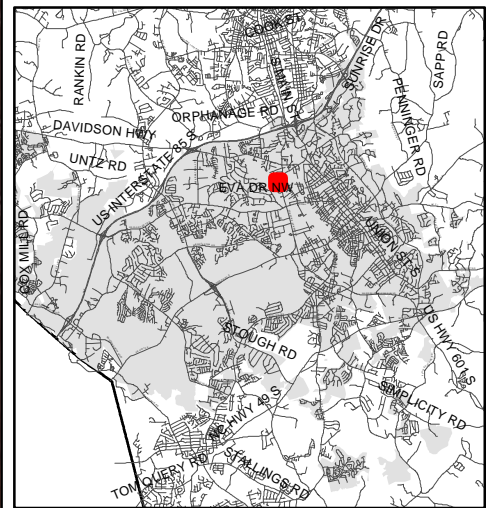
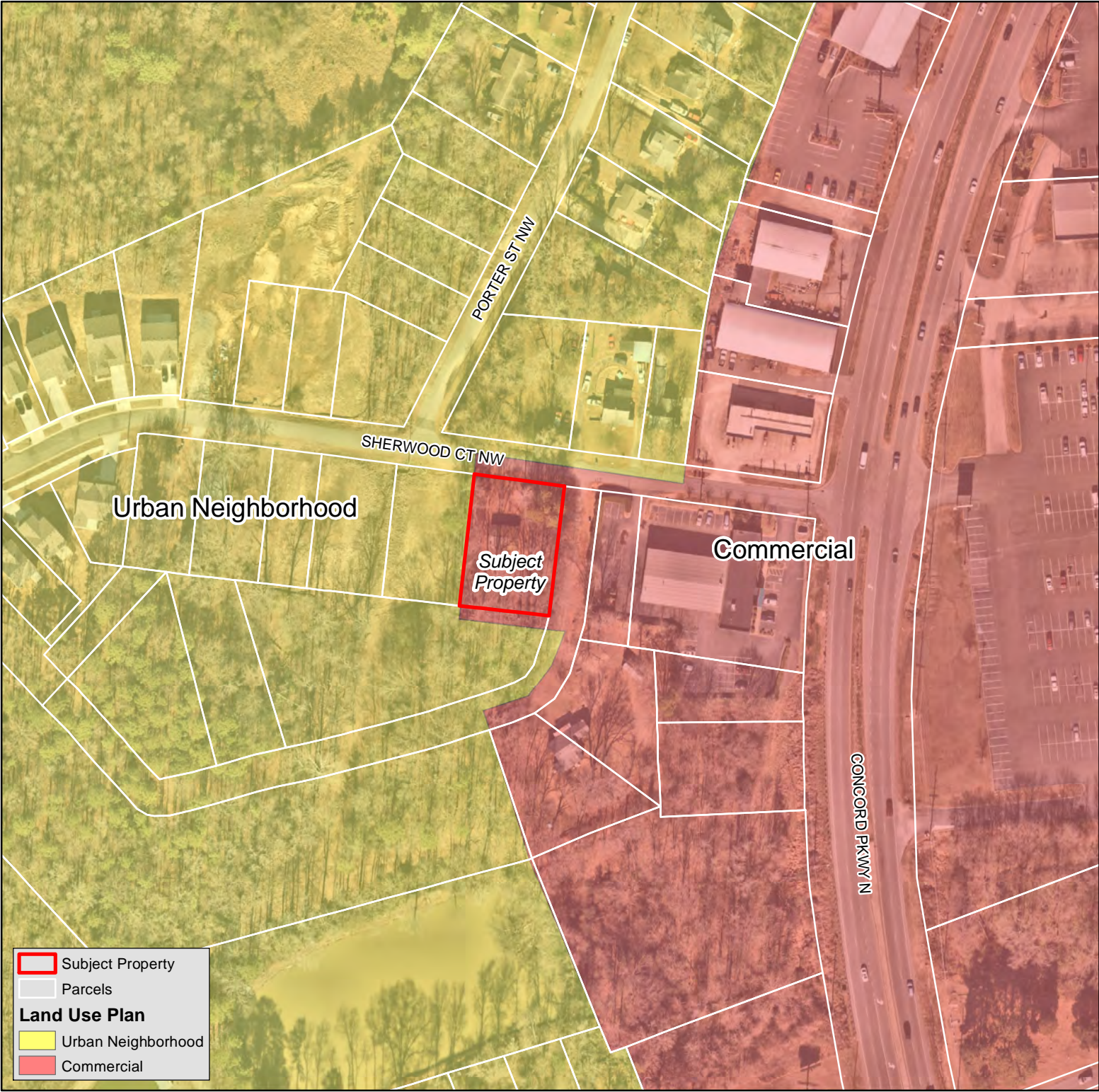




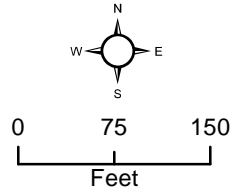
**Z-15-24  
LAND USE PLAN**

**Rezoning application  
C-2 (General Commercial)  
to  
RV (Residential Village)**

44 Sherwood Ct NW  
PIN: 5611-82-2928











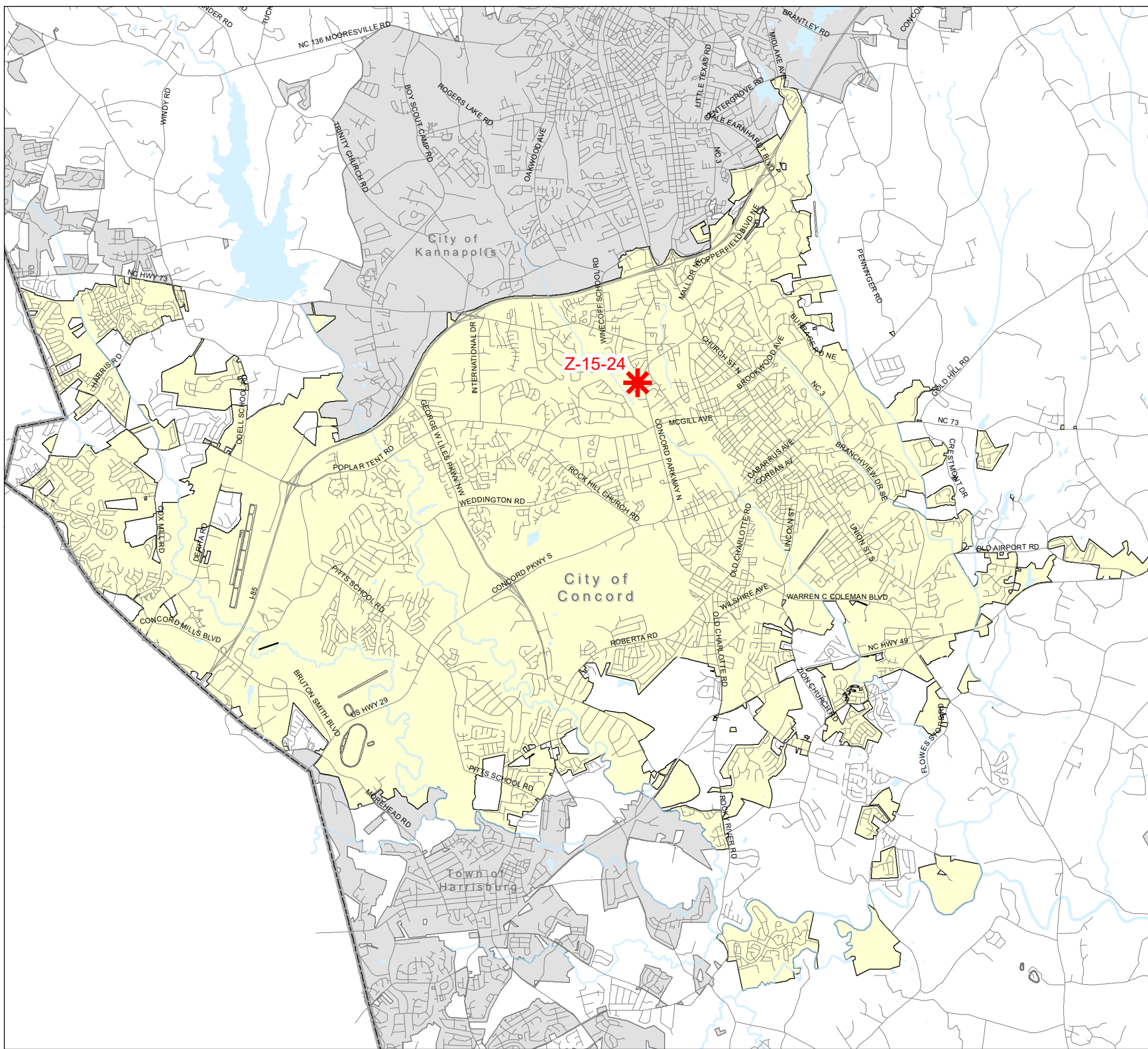
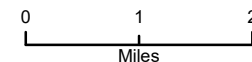
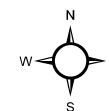
 Subject Property  
 Parcels  
**Land Use Plan**  
 Urban Neighborhood  
 Commercial



Z-15-24

44 Sherwood Ct SW

-  Case Location
-  Streets
-  Subject\_Property
-  Lakes & Ponds
-  Rivers
-  Cabarrus Co.
-  City of Concord
-  Other Municipalities



RESOLUTION AUTHORIZING NEGOTIATED PURCHASE  
OR EMINENT DOMAIN TO ACQUIRE PROPERTY

WHEREAS, the City Council for the City of Concord, North Carolina, hereby determines that it is necessary and in the public interest to acquire the following property interests owned by all heirs known and unknown of Michael Edward Helms as identified and defined below:

Lying and being in No. 11 Township, Cabarrus County, North Carolina, and being on the West side of Market Street and BEING Lot Nos. 1, 2, & 3 in the subdivision known as PROPERTY OF REECE E. AND CARL F. FURR, as surveyed and platted by Walter L. Furr, Jr., on the 23<sup>rd</sup> Day of April, 1957, and a copy of said plat being duly filed in the Office of the Register of Deeds in Map Book 11, at Page 66 to which play reference is hereto made for a more complete description thereof as to metes and bounds.

WHEREAS, the Property is also further identified as being PIN: 5529-59-9677, Tax ID No: 11-009-0064.10 and is also known as 620 Main Street SW, Concord, NC ("Property").

WHEREAS, the Property is owned by all heirs known and unknown of Michael E. Helms and is being acquired for the purpose of the construction and replacement of the Main Street SW Stormwater Culvert Project and the possible construction of affordable housing, parks and recreation or other appropriate uses; and

WHEREAS, representatives of the City of Concord are in negotiation with the above stated owners to acquire the above-described properties by negotiated conveyance.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONCORD, THAT:

The City of Concord will acquire by condemnation or negotiated conveyances for the purposes stated above the property and interests therein described above to the Resolution.

The City Attorney is authorized and directed to acquire by negotiated offer or, in the alternative, institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes, to acquire the properties described above.

Adopted this \_\_\_\_\_ day of December 2024.

ATTEST:

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

By: \_\_\_\_\_  
Kim J. Deason, City Clerk

By: \_\_\_\_\_  
William "Bill" Dusch, Mayor

[SEAL]

CERTIFICATE OF PLAT APPROVAL

IT IS HEREBY CERTIFIED THAT THIS MAP IS EXEMPT FROM CITY OF CONCORD APPROVAL AS A SUBDIVISION PLAT AND IS IN COMPLIANCE WITH THE CITY OF CONCORD DEVELOPMENT ORDINANCE REGULATIONS.

DATE \_\_\_\_\_ DIRECTOR OF DEVELOPMENT SERVICES \_\_\_\_\_

PLAT REVIEW OFFICER CERTIFICATE (AS REQUIRED BY NCGS 47-30.2)

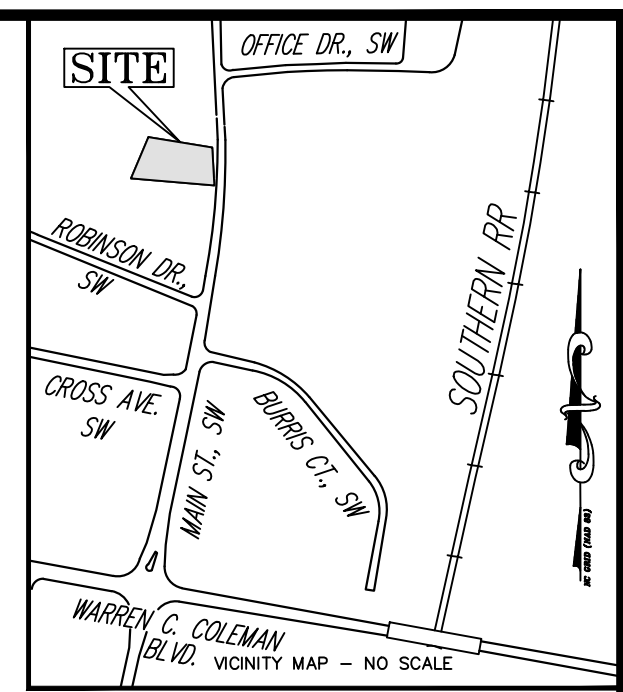
STATE OF NORTH CAROLINA COUNTY OF CABARRUS

I, \_\_\_\_\_ REVIEW OFFICER CABARRUS COUNTY, N.C., CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.

DATE: \_\_\_\_\_ REVIEW OFFICER: \_\_\_\_\_

LEGEND

- R/W RIGHT OF WAY
- EP EDGE OF PAVEMENT
- CP COMPUTED POINT
- ⊗ IRON ROD (AS NOTED)
- EXISTING IRON PIPE
- EXISTING NAIL
- EXISTING N.C.G.S. MONUMENT "MAIN"
- RIGHT-OF-WAY
- BROKEN LINES NOT SURVEYED
- PROPERTY LINES SURVEYED
- TIE LINES
- EASEMENT LINES (AS NOTED)
- EP (EDGE OF PAVEMENT)
- GUARDRAIL
- FEE SIMPLE AREA.

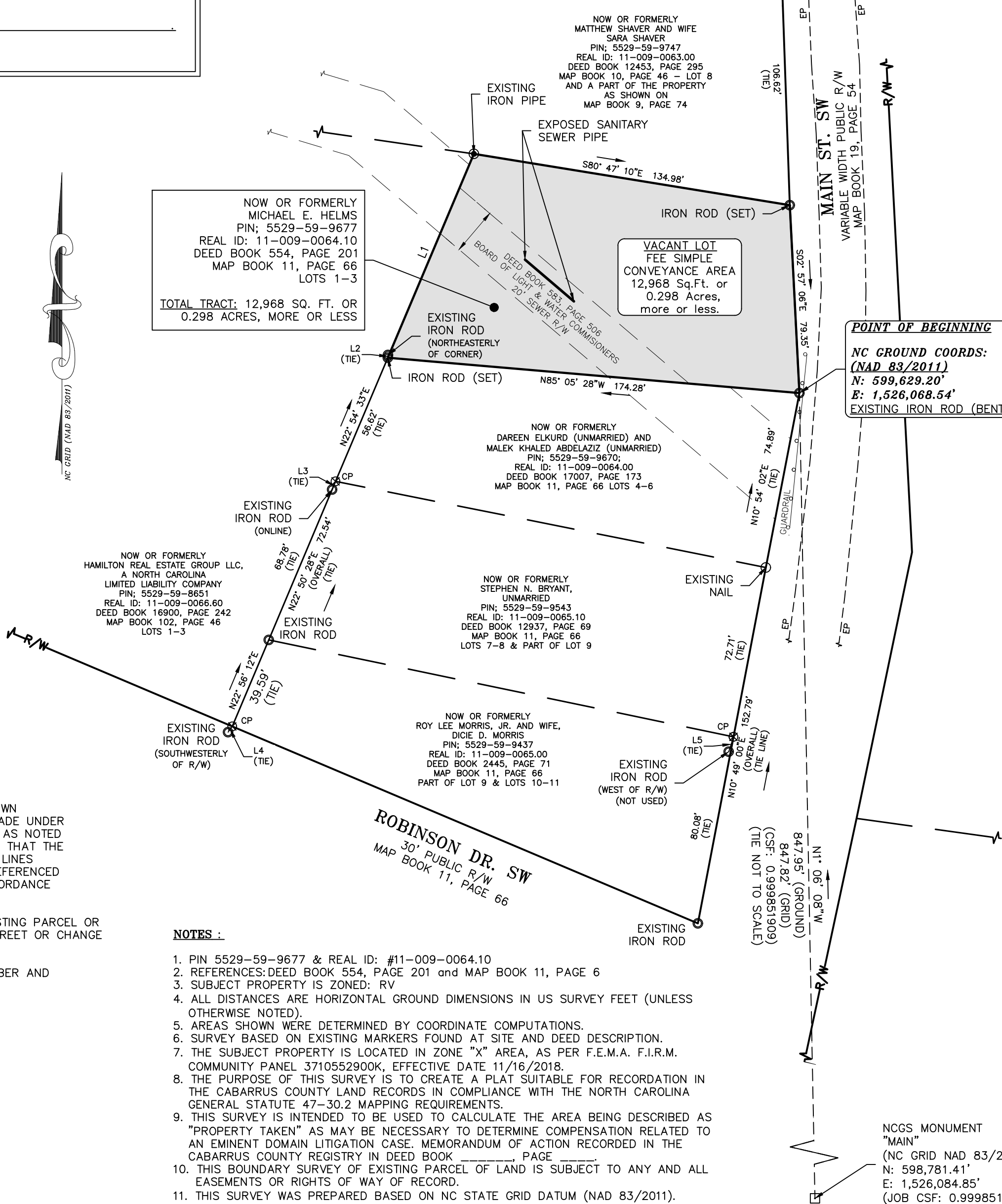


Line #	Direction	Length
L1	N22° 54' 33"E	93.30'
L2	S04° 33' 02"W	1.15'
L3	N22° 50' 28"E	3.76'
L4	N35° 51' 35"E	2.99'
L5	N17° 57' 20"E	6.56'

NOW OR FORMERLY MICHAEL E. HELMS  
PIN: 5529-59-9677  
REAL ID: 11-009-0064.10  
DEED BOOK 554, PAGE 201  
MAP BOOK 11, PAGE 66  
LOTS 1-3  
TOTAL TRACT: 12,968 SQ. FT. OR 0.298 ACRES, MORE OR LESS

VACANT LOT  
FEE SIMPLE  
CONVEYANCE AREA  
12,968 Sq.Ft. or  
0.298 Acres,  
more or less.

POINT OF BEGINNING  
NC GROUND COORDS:  
(NAD 83/2011)  
N: 599,629.20'  
E: 1,526,068.54'  
EXISTING IRON ROD (BENT)



LEGAL DESCRIPTION (METES & BOUNDS):

LYING AND BEING IN THE CITY OF CONCORD, NO. 11 TOWNSHIP, CABARRUS COUNTY, NORTH CAROLINA, ENCOMPASSING DEED BOOK 554, PAGE 201, SEE ALSO MAP BOOK 11, PAGE 66 LOTS 1-3 (PIN: 5529-59-9677) (REAL ID: 11-009-0064.10) AND DEED BOOK 17007, PAGE 173 (PIN: 5529-59-9670) (REAL ID: 11-009-0064.00) AS RECORDED AMONG THE CABARRUS COUNTY REGISTER OF DEEDS; AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT AN EXISTING IRON ROD (BENT) AT THE COMMON CORNER OF SAID DEED BOOK 554, PAGE 201, SEE ALSO MAP BOOK 11, PAGE 66 LOTS 1-3 (PIN: 5529-59-9677) (REAL ID: 11-009-0064.10) AND DEED BOOK 17007, PAGE 173 (PIN: 5529-59-9670) (REAL ID: 11-009-0064.00) TO AN IRON ROD (SET) AT THE COMMON CORNER OF SAID DEED BOOK 554, PAGE 201, SEE ALSO MAP BOOK 11, PAGE 66 LOTS 1-3 (PIN: 5529-59-9677) (REAL ID: 11-009-0064.10) AND DEED BOOK 17007, PAGE 173 (PIN: 5529-59-9670) (REAL ID: 11-009-0064.00) AND LYING ALONG THE EASTERLY LINE OF DEED BOOK 16900, PAGE 292 (PIN: 5529-59-8651) (REAL ID: 11-009-0066.60); THENCE LEAVING SAID COMMON CORNER

NORTH 85°05'28" WEST 174.28 FEET ALONG THE COMMON LINE OF SAID DEED BOOK 554, PAGE 201, SEE ALSO MAP BOOK 11, PAGE 66 LOTS 1-3 (PIN: 5529-59-9677) (REAL ID: 11-009-0064.10) AND DEED BOOK 17007, PAGE 173 (PIN: 5529-59-9670) (REAL ID: 11-009-0064.00) TO AN IRON ROD (SET) AT THE COMMON CORNER OF SAID DEED BOOK 554, PAGE 201, SEE ALSO MAP BOOK 11, PAGE 66 LOTS 1-3 (PIN: 5529-59-9677) (REAL ID: 11-009-0064.10) AND DEED BOOK 17007, PAGE 173 (PIN: 5529-59-9670) (REAL ID: 11-009-0064.00) AND LYING ALONG THE EASTERLY LINE OF DEED BOOK 16900, PAGE 292 (PIN: 5529-59-8651) (REAL ID: 11-009-0066.60); THENCE LEAVING SAID COMMON CORNER

NORTH 22°54'33" EAST 93.30 FEET (L1) ALONG THE COMMON LINE OF SAID DEED BOOK 554, PAGE 201, SEE ALSO MAP BOOK 11, PAGE 66 LOTS 1-3 (PIN: 5529-59-9677) (REAL ID: 11-009-0064.10) AND DEED BOOK 16900, PAGE 292 (PIN: 5529-59-8651) (REAL ID: 11-009-0066.60) TO AN EXISTING IRON PIPE AT THE COMMON CORNER OF SAID DEED BOOK 554, PAGE 201, SEE ALSO MAP BOOK 11, PAGE 66 LOTS 1-3 (PIN: 5529-59-9677) (REAL ID: 11-009-0064.10) AND DEED BOOK 16900, PAGE 292 (PIN: 5529-59-8651) (REAL ID: 11-009-0066.60) AND LYING ALONG THE SOUTHERLY LINE OF DEED BOOK 12453, PAGE 295 (PIN: 5529-59-9747) (REAL ID: 11-009-0063.00); THENCE LEAVING SAID COMMON CORNER

SOUTH 80°47'10" EAST 134.98 FEET ALONG THE COMMON LINE OF SAID DEED BOOK 554, PAGE 201, SEE ALSO MAP BOOK 11, PAGE 66 LOTS 1-3 (PIN: 5529-59-9677) (REAL ID: 11-009-0064.10) AND DEED BOOK 12453, PAGE 295 (PIN: 5529-59-9747) (REAL ID: 11-009-0063.00) TO AN IRON ROD (SET) AT THE COMMON CORNER OF SAID DEED BOOK 554, PAGE 201, SEE ALSO MAP BOOK 11, PAGE 66 LOTS 1-3 (PIN: 5529-59-9677) (REAL ID: 11-009-0064.10) AND DEED BOOK 12453, PAGE 295 (PIN: 5529-59-9747) (REAL ID: 11-009-0063.00) AND LYING ALONG SAID WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET, SW (VARIABLE WIDTH PUBLIC R/W); THENCE LEAVING SAID COMMON CORNER

SOUTH 02°57'06" EAST 79.35 FEET ALONG THE COMMON LINE OF SAID DEED BOOK 554, PAGE 201, SEE ALSO MAP BOOK 11, PAGE 66 LOTS 1-3 (PIN: 5529-59-9677) (REAL ID: 11-009-0064.10) AND SAID WESTERLY RIGHT-OF-WAY LINE OF MAIN STREET, SW (VARIABLE WIDTH PUBLIC R/W) TO THE POINT OF BEGINNING AND CONTAINING 12,968 SQUARE FEET OR 0.298 ACRES OF LAND, MORE OR LESS.

CERTIFICATE OF SURVEY AND ACCURACY

STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, JUSTIN E. SILVA, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BASED ON THE DEED DESCRIPTIONS, AS NOTED HEREON; THAT THE RATIO OF CLOSURE IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN THE DEEDS REFERENCED HEREON AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE 47-30.2, AS AMENDED.

I FURTHER CERTIFY THAT THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS THE 4th DAY OF DECEMBER, A.D., 2024.

JUSTIN E. SILVA  
PROFESSIONAL LAND SURVEYOR  
NORTH CAROLINA REG. NO. L-5375

CITY OF CONCORD ENGINEERING DEPARTMENT  
635 ALFRED BROWN JR. COURT, SW  
CONCORD, NC 28026-0308  
704-920-5420 FAX 704-786-4521

NOTES :

- PIN 5529-59-9677 & REAL ID: #11-009-0064.10
- REFERENCES: DEED BOOK 554, PAGE 201 and MAP BOOK 11, PAGE 6
- SUBJECT PROPERTY IS ZONED: RV
- ALL DISTANCES ARE HORIZONTAL GROUND DIMENSIONS IN US SURVEY FEET (UNLESS OTHERWISE NOTED).
- AREAS SHOWN WERE DETERMINED BY COORDINATE COMPUTATIONS.
- SURVEY BASED ON EXISTING MARKERS FOUND AT SITE AND DEED DESCRIPTION.
- THE SUBJECT PROPERTY IS LOCATED IN ZONE "X" AREA, AS PER F.E.M.A. F.I.R.M. COMMUNITY PANEL 3710552900K, EFFECTIVE DATE 11/16/2018.
- THE PURPOSE OF THIS SURVEY IS TO CREATE A PLAT SUITABLE FOR RECORDATION IN THE CABARRUS COUNTY LAND RECORDS IN COMPLIANCE WITH THE NORTH CAROLINA GENERAL STATUTE 47-30.2 MAPPING REQUIREMENTS.
- THIS SURVEY IS INTENDED TO BE USED TO CALCULATE THE AREA BEING DESCRIBED AS "PROPERTY TAKEN" AS MAY BE NECESSARY TO DETERMINE COMPENSATION RELATED TO AN EMINENT DOMAIN LITIGATION CASE. MEMORANDUM OF ACTION RECORDED IN THE CABARRUS COUNTY REGISTRY IN DEED BOOK \_\_\_\_\_, PAGE \_\_\_\_\_.
- THIS BOUNDARY SURVEY OF EXISTING PARCEL OF LAND IS SUBJECT TO ANY AND ALL EASEMENTS OR RIGHTS OF WAY OF RECORD.
- THIS SURVEY WAS PREPARED BASED ON NC STATE GRID DATUM (NAD 83/2011).

NCGS MONUMENT  
"MAIN"  
(NC GRID NAD 83/2011)  
N: 598,781.41'  
E: 1,526,084.85'  
(JOB CSF: 0.999851909)

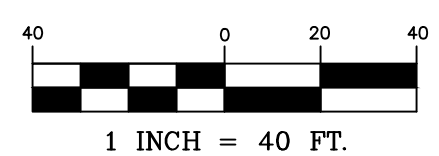
EMINENT DOMAIN LITIGATION SURVEY

THE PROPERTY OF:

MICHAEL E. HELMS  
DEED BOOK 554, PAGE 201; MAP BOOK 11 PG 66  
PIN: 5529-59-9677; REAL ID: 11-009-0064.10  
620 MAIN ST. SW, CONCORD, NC 28027

No. 11 TOWNSHIP OF CABARRUS COUNTY, NORTH CAROLINA

SCALE 1" = 40' DATE: OCTOBER 22, 2024  
PREPARED BY: JES CHECKED BY: DMM



REVISIONS:		
NO.	DATE	DESCRIPTION

G:\ENGINEERING PROJECTS\PROJECTS\2023\024 MAIN ST.SW CULVERT\SURVEY\DWG FILES\EASEMENT PLATS\2023-024 MAIN ST.SW CULVERT - HELMS (CONDENMATION).DWG

Prepared by:  
Jazmyn Parkan  
Shepard & Bright Law  
8520 Cliff Cameron Drive, Ste 190  
Charlotte, NC 28269

**AMENDMENT TO CONDITIONS, RESTRICTIONS, AND AFFORDABILITY STANDARDS FOR CITY OF CONCORD RESTRICTIONS ON WEBUILD CONCORD, A NORTH CAROLINA NON-PROFIT CORPORATION IN DEED BOOK 16264, PAGE 173, CABARRUS COUNTY PUBLIC REGISTRY**

THIS AMENDMENT TO CONDITIONS, RESTRICTIONS, AND AFFORDABILITY STANDARDS FOR CITYOF CONCORD RESTRICTIONS ON WEBUILD CONCORD, A NORTH CAROLINA NON-PROFIT CORPORATION IN DEED BOOK 16264, PAGE 173, CABARRUS COUNTY PUBLIC REGISTRY (this “Amendment”) is made by the City of Concord, a North Carolina Municipal Corporation (the “Declarant”). This Amendment is made by Declarant pursuant to the terms and authority provided in Section 14 of the Declaration recorded as Exhibit B to the North Carolina Special Warranty Deed recorded in Deed Book 16264, Page 173, Cabarrus County Public Registry and titled: Conditions, Restrictions, and Affordability Standards.

RECITALS

WHEREAS, Section 14 of the Declaration states that the Declarant may amend the Declaration prior to the end of the Retention Period, and the Retention Period has not yet ended;

WHEREAS, Section 14 of the Declaration states that any amendment shall be by written executed by the City and the Owner, or their successors or assigns;

WHEREAS, Owner has sold this property through North Carolina General Warranty Deed recorded in Deed Book 17215, Page 145, Cabarrus County Registry; and

WHEREAS, Declarant and New Owner desire to amend provisions in the Declaration related to the Affordability Period.

AMENDMENT

NOW THEREFORE, Declarant and New Owner hereby amends the Declaration as follows:

1. The Recitals stated above are incorporated herein by reference in their entirety.
2. Capitalized terms in the Amendment not otherwise defined herein shall have the same meaning as provided in the Declaration.

3. Section 1, Affordability, is hereby amended and replaced as follows:

For purposes of this instrument, the term “affordable housing” means housing that serves households which have annual gross income less than, or equal to, eighty percent (80%) of the area median income (AMI) as determined by the United States Department of Housing and Urban Development (HUD) in effect for the City of Concord and Cabarrus County, North Carolina at the time of the conveyance. Unless the City agrees otherwise, at least seventy-five percent (75%) of all housing units sold or leased on the Properties must qualify as affordable housing. The remaining twenty-five percent (25%) of the housing units may be sold or leased at market or workforce rates, those twenty-five percent (25%) are not required to qualify as affordable housing at the initial sale by Owner or at other subsequent sale by any subsequent purchaser.

4. Except as expressly modified in this Amendment, every term and provision of the Declaration is ratified and remains in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by its duly authorized signatory on the day and year set forth below.

**DECLARANT**  
City of Concord,  
A North Carolina Municipal Corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I certify that the following person personally appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein and in the capacity indicated: \_\_\_\_\_ (Name), who is the \_\_\_\_\_ (title) of the City of Concord.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**NEW OWNER**

By: \_\_\_\_\_  
Name: Adrienne Pastrana

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

I certify that, Adrienne Pastrana, appeared before me this day, acknowledging to me that he/she voluntarily signed the foregoing document for the purpose stated therein.

Witness my hand and official seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**CITY OF CONCORD  
CONCORD-PADGETT REGIONAL AIRPORT  
CONCORD, NORTH CAROLINA  
WORK AUTHORIZATION 2404  
COMMERCIAL SERVICE TERMINAL APRON EXPANSION  
November 4, 2024  
PROJECT NO.: 2203-2404**

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

---

**Scope of Services:** Talbert, Bright & Ellington, Inc. (TBE) the **CONSULTANT**, proposes to provide engineering, design and bidding services for the Commercial Service Terminal (CST) apron expansion project at the Concord-Padgett-Regional Airport (JQF).

The purpose of this effort is to provide an expansion of the existing concrete apron that serves the CST as depicted in the attached project exhibit. The dimensions of the expanded concrete apron will be approximately 450' x 280'. The proposed apron area will require embankment of up to thirty-five feet of fill. This fill material will be brought in from an offsite source. This project will require the installation of some drainage structures and piping, to convey the storm water down to the existing wet basin. A detention basin will be required due to the additional impervious area. This project will allow additional parking for the airlines that serve the airport. Additionally, the island between Taxiway "A2" and "A3" will be paved to allow easier access to the ramp. This effort includes design and bidding as depicted in the civil tasks listed in Exhibit 'A'.

**Time Schedule:**

As agreed, upon by both parties.

**Deliverables for the Basic Services will be as follows:**

The Consultant shall provide 100% plans, specifications and engineer design report.

**Special Services**

**Task 1 –Geotechnical Investigation**

Geotechnical Investigation will include a maximum of 16 test borings within the proposed construction site. Proposed boring depths will extend to approximately 10 feet will be performed. These borings will be performed with a drill rig turning hollow stem augers and using Standard Penetration Test (SPT) procedures. Laboratory testing will include modified Proctor compaction tests, allowable soil bearing capacity, grain size analysis, Atterberg limits, and natural moisture content tests. Upon completion of the field and laboratory investigation, we will provide an

engineering report which will include but not be limited to a site plan showing the location of cores, descriptions of cores, test boring data including pavement and subsurface soil profile and strengths, photographs and laboratory data. The report will include a discussion of conditions found on the soils in the project area and will include subgrade CBR values for three (3) test borings. Conditions which could impact construction of the project will also be included.

**- Geotechnologies**

**Not-to-Exceed \$18,944.10**

Task 2 – Topographic Survey

The topographic survey will cover approximately Seventeen (17) acres that include the proposed construction site of the apron expansion and the existing detention basin. The survey will include locations of all visible planimetric features within the topo area. Existing ground topography and pavement surface elevations will be provided to a 1-foot contour interval standard. Existing pavement elevations will be surveyed at 25-foot stations at 25-foot intervals. Existing ground elevations will be surveyed at 50-foot stations at 50-foot intervals. The location, size, material and invert elevation of storm drainage piping within the survey area will also be provided. The survey will also include establishment of 3 new control monuments (benchmarks) with horizontal coordinates and elevations suitable for construction stakeout.

**- Woolpert**

**Not-to-Exceed \$58,650.00**

**Cost of Services:** The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract; Paragraphs A and B of Section V will apply. The CST Apron Expansion (design and bidding) shall be performed for a lump sum fee, including reimbursable expenses, of **\$406,801.30**. Special Services shall be performed as listed above and as shown in the man-hour summary with a budget of **\$77,594.10**. The total value of this Work Authorization shall not exceed **\$484,395.40** without additional authorization.




**CITY OF CONCORD:**

**TALBERT, BRIGHT & ELLINGTON, INC.:**

BY: \_\_\_\_\_  
Lloyd Wm. Payne, Jr., ICMA-CM, City Mgr.

BY: \_\_\_\_\_  
Carl M. Ellington, Jr., P.E., Vice President

ATTEST BY:  
  
\_\_\_\_\_  
City Clerk

ATTEST BY:  
  
  
\_\_\_\_\_  
Charles Brian Salyers, P.E.

*SEAL*

*SEAL*

APPROVED AS TO FORM:  
  
\_\_\_\_\_  
City Attorney

**APPROVAL BY CITY FINANCE OFFICER**

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

\_\_\_\_\_  
Jessica Jones, Director of Finance

EXHIBIT 'A'

**SUMMARY OF FEES**

**COMMERCIAL SERVICE TERMINAL APRON EXPANSION**

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

FAA PROJECT NO: TBD

CLIENT PROJECT NO: TBD

TBE PROJECT NO: 2203-2404

September 25, 2024

DESCRIPTION	ESTIMATED
<b>BASIC ENGINEERING SERVICES</b>	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ 50,132.22
DESIGN PHASE (04)	\$ 321,668.24
BIDDING PHASE (05)	\$ 26,300.83
CONSTRUCTION ADMINISTRATION PHASE (06)	<u>\$ -</u>
SUBTOTAL	\$ 398,101.30
EXPENSES	<u>\$ 8,700.00</u>
TOTAL	\$ 406,801.30
SUBCONSULTANTS	\$ 77,594.10
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	<u>\$ -</u>
SUBTOTAL	\$ 77,594.10
<b>TOTAL</b>	<b><u><u>\$ 484,395.40</u></u></b>

**EXHIBIT 'A'**

**MANHOOR ESTIMATE**

**COMMERCIAL SERVICE TERMINAL APRON EXPANSION**

CONCORD-PADGETT REGIONAL AIRPORT  
 CONCORD, NORTH CAROLINA  
 FAA PROJECT NO: TBD  
 CLIENT PROJECT NO: TBD  
 TBE PROJECT NO: 2203-2404

September 25, 2024

**PROJECT FORMULATION/DEVELOPMENT PHASE (01)**

<u>DESCRIPTION</u>	<u>PRIN</u>	<u>SPM</u>	<u>PM</u>	<u>E5</u>	<u>E3</u>	<u>E2</u>	<u>E1</u>	<u>T5</u>	<u>AD5</u>	<u>AD3</u>
Preliminary project review w/ Owner	2	4	0	2	4	0	0	0	0	0
Prepare FAA preapplication	0	2	0	4	2	0	0	0	0	0
Coordinate with FAA/Owner	2	4	0	2	0	0	0	1	1	0
Develop project scope/contract/revisions	2	4	4	2	0	0	0	0	2	0
Coordinate with subconsultants	4	6	8	12	20	16	10	4	4	0
Project meetings	2	4	0	4	8	0	0	2	2	0
Determine project approach	2	4	0	4	4	0	0	0	0	0
Develop preliminary estimates	0	4	0	4	8	0	0	4	0	0
Prepare IFE Documents	0	2	0	0	2	0	0	1	1	0
<b>MANHOOR TOTAL</b>	<b>14</b>	<b>34</b>	<b>12</b>	<b>34</b>	<b>48</b>	<b>16</b>	<b>10</b>	<b>12</b>	<b>10</b>	<b>0</b>

**DIRECT LABOR EXPENSES:**

<u>CLASSIFICATION</u>		<u>BILL</u>		<u>ESTIMATED</u>	
		<u>RATE</u>	<u>MHRS</u>	<u>COST</u>	
Principal	PRIN	\$ 106	14	\$ 1,484	
Senior Project Manager	SPM	\$ 84	34	\$ 2,856	
Project Manager	PM	\$ 70	12	\$ 840	
Engineer V	E5	\$ 61	34	\$ 2,074	
Engineer III	E3	\$ 51	48	\$ 2,448	
Engineer II	E2	\$ 41	16	\$ 656	
Engineer I	E1	\$ 34	10	\$ 340	
Technician V	T5	\$ 48	12	\$ 576	
Admin. Assistant V	AD5	\$ 46	10	\$ 460	
Admin. Assistant III	AD3	\$ 21	-	\$ -	
	<b>Total</b>		<b>190</b>		
<b>SUBTOTAL</b>				<b>\$ 11,734.00</b>	
Apply Multiplier of:				3.849	
Overhead Subtotal:				\$ 45,164.17	
Profit:		11%		\$ 4,968.06	
<b>TOTAL</b>				<b>\$ 50,132.22</b>	

**DIRECT EXPENSES:**

<u>EXPENSE DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT</u>		<u>ESTIMATED</u>	
		<u>RATE</u>	<u>UNITS</u>	<u>COST</u>	
Telephone	LS	\$ 50.00	1	\$ 50.00	
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 100.00	1	\$ 100.00	
Travel	LS	\$ 150.00	1	\$ 150.00	
<b>SUBTOTAL</b>				<b>\$ 300.00</b>	

**SUBCONTRACTED SERVICES:**

<u>EXPENSE DESCRIPTION</u>	<u>UNIT</u>	<u>UNIT</u>		<u>ESTIMATED</u>	
		<u>RATE</u>	<u>UNITS</u>	<u>COST</u>	
Geotechnical Investigation	LS	\$ 18,944.10	1	\$ 18,944.10	
Design Survey	LS	\$ 58,650.00	1	\$ 58,650.00	
<b>SUBTOTAL</b>				<b>\$ 77,594.10</b>	

**TOTAL PROJECT FORMULATION/DEVELOPMENT PHASE (01):** **\$ 128,026.32**

EXHIBIT 'A'

MANHOUR ESTIMATE

COMMERCIAL SERVICE TERMINAL APRON EXPANSION

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

FAA PROJECT NO: TBD

CLIENT PROJECT NO: TBD

TBE PROJECT NO: 2203-2404

September 25, 2024

DESIGN PHASE (04)

DESCRIPTION	PRIN	SPM	PM	E5	E3	E2	E1	T5	AD5	AD3
<b>PLANS</b>										
Cover Sheet	0	1	0	0	2	0	2	2	0	0
Quantities and General Notes	0	2	0	0	2	4	2	2	0	0
Construction Safety and Phasing Plan	2	4	4	6	8	12	4	4	0	0
Demolition Plan	0	2	2	6	12	16	4	2	0	0
Geometric and Joint Layout Plan	2	4	4	8	12	16	12	16	0	0
Grading and Drainage Plan	2	6	8	16	24	36	24	40	0	0
Joint Elevation Plan	2	4	4	6	12	16	4	16	0	0
Erosion and Sediment Control Plan	2	4	4	8	16	20	8	16	0	0
Erosion and Sediment Control Details	0	2	2	2	4	6	4	2	0	0
Detention Plan	2	2	4	6	12	16	6	10	0	0
Drainage and Detention Details	0	2	2	4	4	8	4	2	0	0
Marking Plan and Details	0	2	2	4	8	12	6	4	0	0
Fencing Layout and Details	0	2	2	4	8	12	8	4	0	0
Electrical Layout Plan	2	2	2	12	20	24	16	8	0	0
Electrical Details	0	2	1	2	4	8	6	2	0	0
Miscellaneous Details	0	1	1	2	4	6	8	2	0	0
<b>DESIGN</b>										
FAA/State/Owner coordination	6	8	4	4	4	2	2	2	2	0
Pre-Design Meeting With Owner/FAA/Subs	2	6	2	4	6	2	2	2	2	0
CSPP Document	2	2	4	8	10	4	2	0	0	0
Pavement design	0	1	1	2	4	2	0	0	0	0
Grading Design	2	4	8	12	24	12	8	28	0	0
Drainage and Detention Design	2	4	8	20	36	20	10	4	0	0
Erosion Control Design	2	2	8	20	24	12	6	4	0	0
Specifications	0	4	4	8	12	4	2	0	12	0
Quantities	0	2	2	2	4	6	8	4	0	0
Design Review Meetings	4	6	2	4	4	2	2	2	2	0
Quality assurance plan	8	8	12	4	0	0	0	0	2	0
Permitting - NCDEQ, City	0	4	4	6	12	8	6	4	2	0
Revisions	0	2	2	4	8	10	12	6	0	0
Design engineer's report	0	1	1	2	4	4	2	2	2	0
<b>MANHOUR TOTAL</b>	<b>42</b>	<b>96</b>	<b>104</b>	<b>186</b>	<b>304</b>	<b>300</b>	<b>180</b>	<b>190</b>	<b>24</b>	<b>0</b>

EXHIBIT 'A'

**MANHOOR ESTIMATE**

**COMMERCIAL SERVICE TERMINAL APRON EXPANSION**

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

FAA PROJECT NO: TBD

CLIENT PROJECT NO: TBD

TBE PROJECT NO: 2203-2404

September 25, 2024

**DESIGN PHASE (04)**

**DIRECT LABOR EXPENSES:**

CLASSIFICATION		BILL RATE		ESTIMATED MHRS	COST
Principal	PRIN	\$	106	42	\$ 4,452
Senior Project Manager	SPM	\$	84	96	\$ 8,064
Project Manager	PM	\$	70	104	\$ 7,280
Engineer V	E5	\$	61	186	\$ 11,346
Engineer III	E3	\$	51	304	\$ 15,504
Engineer II	E2	\$	41	300	\$ 12,300
Engineer I	E1	\$	34	180	\$ 6,120
Technician V	T5	\$	48	190	\$ 9,120
Admin. Assistant V	AD5	\$	46	24	\$ 1,104
Admin. Assistant III	AD3	\$	21	-	\$ -
			Total	1,426	
<b>SUBTOTAL</b>					<b>\$ 75,290.00</b>

Apply Multiplier of: 3.849  
Overhead Subtotal: \$ 289,791.21

Profit: 11% \$ 31,877.03  
**TOTAL \$ 321,668.24**

**DIRECT EXPENSES:**

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	COST
Telephone	LS	\$ 100.00	1	\$ 100.00
Permitting Fees	LS	\$ 2,000.00	1	\$ 2,000.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 1,000.00	1	\$ 1,000.00
Travel	LS	\$ 150.00	1	\$ 150.00
<b>SUBTOTAL</b>				<b>\$ 3,250.00</b>

**SUBCONTRACTED SERVICES:**

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	COST
	LS	\$ -	1	\$ -
	LS	\$ -	1	\$ -
<b>SUBTOTAL</b>				<b>\$ -</b>

**TOTAL DESIGN PHASE (04): \$ 324,918.24**

## EXHIBIT 'A'

### MANHOUR ESTIMATE

#### COMMERCIAL SERVICE TERMINAL APRON EXPANSION

CONCORD-PADGETT REGIONAL AIRPORT  
 CONCORD, NORTH CAROLINA  
 FAA PROJECT NO: TBD  
 CLIENT PROJECT NO: TBD  
 TBE PROJECT NO: 2203-2404

September 25, 2024  
**BIDDING PHASE (05)**

DESCRIPTION	PRIN	SPM	PM	E5	E3	E2	E1	T5	AD5	AD3
Coordinate advertisement	0	0	0	0	1	0	0	0	1	0
Distribute bid documents	0	0	0	0	0	0	4	0	8	0
Prebid meeting	0	6	0	8	0	0	0	2	0	0
Bidder question & answers	4	6	0	6	10	12	2	0	0	0
Prepare addenda	0	4	0	4	6	8	2	2	0	0
Bid opening, tabulation	0	1	0	0	4	4	0	0	2	0
Recommendation of Award	0	1	0	0	1	0	0	0	1	0
<b>MANHOUR TOTAL</b>	<b>4</b>	<b>18</b>	<b>0</b>	<b>18</b>	<b>22</b>	<b>24</b>	<b>8</b>	<b>4</b>	<b>12</b>	<b>0</b>

#### DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE		ESTIMATED MHRS	ESTIMATED COST
Principal	PRIN	\$ 106	4	\$ 424	
Senior Project Manager	SPM	\$ 84	18	\$ 1,512	
Project Manager	PM	\$ 70	-	\$ -	
Engineer V	E5	\$ 61	18	\$ 1,098	
Engineer III	E3	\$ 51	22	\$ 1,122	
Engineer II	E2	\$ 41	24	\$ 984	
Engineer I	E1	\$ 34	8	\$ 272	
Technician V	T5	\$ 48	4	\$ 192	
Admin. Assistant V	AD5	\$ 46	12	\$ 552	
Admin. Assistant III	AD3	\$ 21	-	\$ -	
		<b>Total</b>	<b>110</b>		
<b>SUBTOTAL</b>					<b>\$ 6,156.00</b>
Apply Multiplier of:				3.849	
Overhead Subtotal:					<b>\$ 23,694.44</b>
Profit:		11%			<b>\$ 2,606.39</b>
<b>TOTAL</b>					<b>\$ 26,300.83</b>

#### DIRECT EXPENSES:

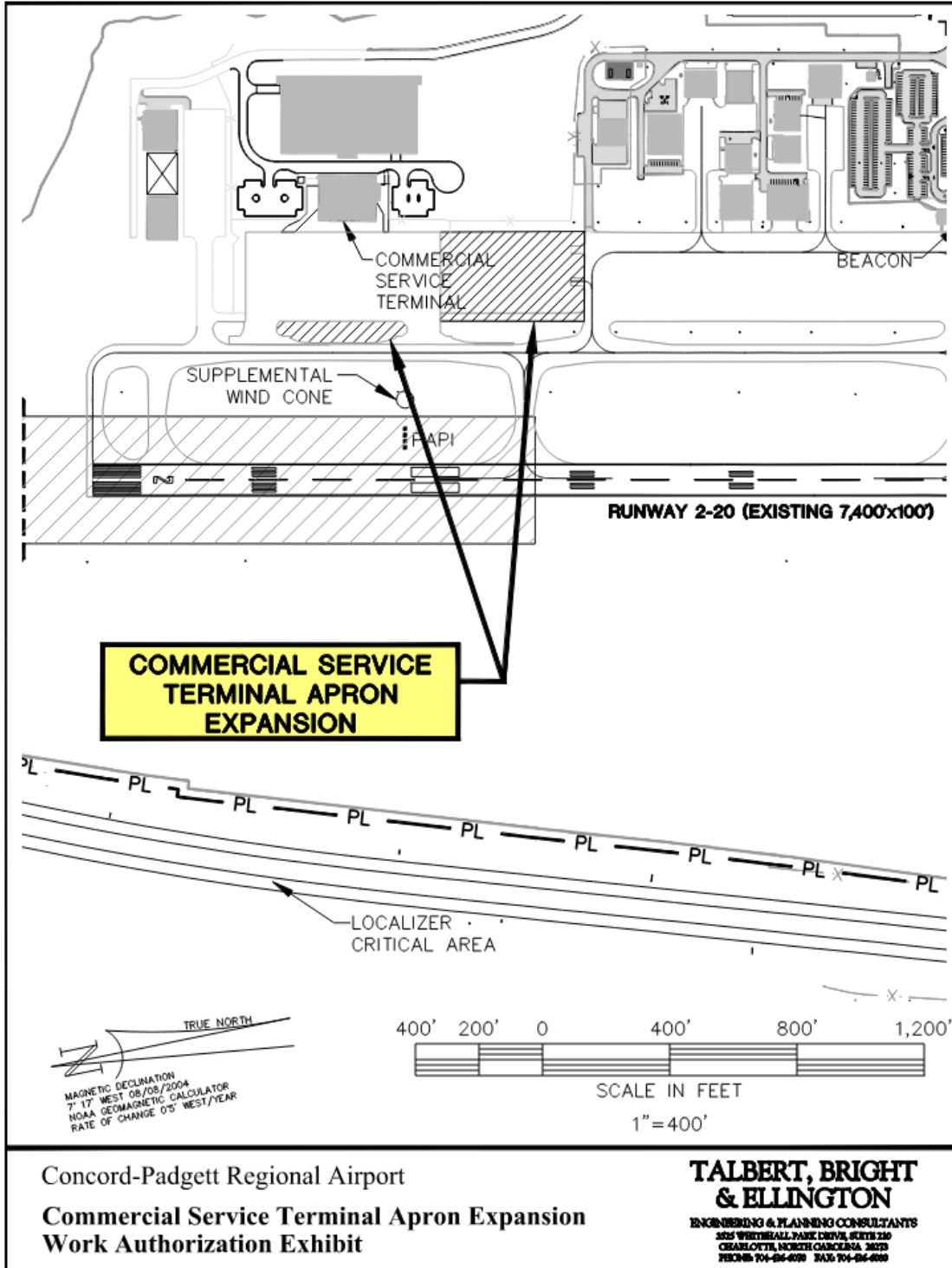
EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	ESTIMATED COST
Telephone	LS	\$ 150.00	1	\$ 150.00
Copying	LS	\$ 1,000.00	1	\$ 1,000.00
Reproduction	LS	\$ 1,600.00	1	\$ 1,600.00
Advertisement	LS	\$ 2,000.00	1	\$ 2,000.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 300.00	1	\$ 300.00
Travel	LS	\$ 100.00	1	\$ 100.00
<b>SUBTOTAL</b>				<b>\$ 5,150.00</b>

#### SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	ESTIMATED COST
	LS	\$ -	1	\$ -
	LS	\$ -	1	\$ -
<b>SUBTOTAL</b>				<b>\$ -</b>

**TOTAL BIDDING PHASE (05):** **\$ 31,450.83**

EXHIBIT 'A'



## EXHIBIT 'A'



September 11, 2024

**Mr. Brian Salyers, P.E.**  
**Talbert, Bright & Ellington, Inc.**  
3525 Whitehall Park Drive, #210  
Charlotte, North Carolina 28273

Reference: Service Proposal for Subsurface Investigation  
Commercial Services Apron Expansion  
Concord-Padgett Regional Airport  
Concord, North Carolina  
TBE Project No. 2203-2404  
GeoTechnologies Proposal No. 124-0367

Dear Mr. Salyers:

GeoTechnologies, Inc. is pleased to submit this proposal to provide a subsurface investigation for the proposed Commercial Services Apron Expansion project at Concord-Padgett Regional Airport in Concord, North Carolina. The following Service Proposal presents our understanding of the project, our approach to the services, and estimated fees for our services.

### **STATEMENT OF QUALIFICATIONS**

GeoTechnologies, Inc. was formed in January 1992 as a professional engineering firm to provide geotechnical engineering and construction materials testing for the engineering, architectural and construction industry. The firms founding partners have more than 100 years combined experience in geotechnical engineering and materials testing. Project experience includes thousands of projects in the public and private sectors ranging from small residential structures to major industrial projects. GeoTechnologies has completed over 20,000 projects throughout the Southeast and Mid-Atlantic states since its founding in 1992. GeoTechnologies offers a full range of geotechnical and materials testing with a present staff of 45 employees.

Airport Experience. Since its founding in 1992, GeoTechnologies, Inc. has provided geotechnical engineering and quality control/assurance testing for over 600 FAA and State sponsored projects with construction costs between \$200,000 and \$4 million. Employees of GeoTechnologies have a total combined airport experience of over 800 projects with construction costs of \$200,000 to \$50 million. Services provided on these projects have included:

1. Geotechnical Subsurface Investigations and Foundation Design Recommendations for New Terminal Facilities and other Airport Related Facilities.
2. Pavement Condition Surveys Including Recommendations for Rehabilitation and Overlay Designs.
3. Quality Assurance Testing During Construction
4. Resident Inspection Services During Construction
5. Analysis of Materials Problems

GeoTechnologies' employees have prior pavement and subsurface experience at Concord-Padgett Regional Airport. Through all our project experience, members of our staff have become very familiar with the

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3200 Wellington Court, Suite 108 • Raleigh, North Carolina 27615 • Phone 919-954-1514 • Fax 919-954-1428 • www.geotechpa.com



## EXHIBIT 'A'

Talbert, Bright & Ellington, Inc.  
Concord-Padgett Regional Airport – Commercial Services Apron Expansion  
September 11, 2024  
Page: 2

high degree of quality required on airport related projects. GeoTechnologies is accredited through the AASHTO Re:Source Program for the laboratory services required for this project.

### SCOPE OF WORK

Based on a RFP provided by Talbert, Bright & Ellington we understand that the commercial services apron will be expanded to the north to the existing southern edge of the general aviation apron. Our approach to the services will consist of the following:

1. A total of 16 borings have been requested. Boring locations will be marked by an engineer and any pavements pre-cored to preclude damage during drilling. Utility locating by a private utility locator will be arranged. One boring is located within the pavements of the access drive between the general aviation apron and commercial services apron.
2. In-place CBR tests shall be performed at subgrade on pavement borings using a dynamic cone penetrometer (DCP, Kessler).
3. Borings will be advanced with an offroad or truck/trailer-mounted drill rig turning hollow stem augers and sampling at regular intervals using Standard Penetration Test (SPT) techniques. Several borings are located at the base of steep slopes and may be inaccessible by drill rig. If necessary, borings will be advanced using hand augers with stiffness and consistency evaluated at regular intervals with a DCP (Sowers).
4. Borings will be extended to a minimum of 10 feet. We have budgeted time and drilling footage to add or extend borings as needed depending on the conditions encountered.
5. All test borings will be backfilled, packed, and pavement borings patched after they are completed and by the end of each day. Pavements will be swept to remove any FOD. No bore holes will be left open overnight. Bulk samples will be collected from the near surface soils for laboratory testing.
6. Representative samples of soils from the test borings will be retained for visual classification and laboratory testing.
7. Laboratory testing will include but not be limited to modified Proctor (ASTM D-1557), laboratory soaked CBR tests (ASTM D-1883), Atterberg limits tests ASTM (D-4318), Grainsize-Wash #200 Sieve (ASTM D-6913/1140), and Natural Moisture Content Tests (ASTM D-2216).

Vehicles will be marked with amber beacons or white and orange checkered flags while operating on the airfield. Airport radio frequencies will also be monitored while on-site.

Upon completion of the field and laboratory investigation, we will provide an engineering report which will include but not be limited to a site plan showing the location of borings, test boring data including subsurface soil profile and strengths, and laboratory data. The report will include a discussion of conditions encountered in the borings. Conditions which could impact site development and pavement construction will be discussed.

### ANTICIPATED SCHEDULE

We anticipate that the field work will require 1 to 2 days. We will contact the airport manager prior to mobilization to schedule discuss our work plan and procedures for accessing the airfield.

Laboratory testing will require 1 to 2 weeks. Report generation can be completed within 1 week of completion of the field work and laboratory testing. Based on our current work load, we are prepared to mobilize to the site within approximately 3 weeks of notice to proceed.



## EXHIBIT 'A'

Talbert, Bright & Ellington, Inc.  
Concord-Padgett Regional Airport – Commercial Services Apron Expansion  
September 11, 2024  
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### FEE ESTIMATE

Services provided by GeoTechnologies shall be in accordance with GeoTechnologies' Schedule of Fees and the attached Fee Estimate. This Fee Estimate expires 365 days from the submittal date of this Service Proposal and GeoTechnologies reserves the right to re-evaluate and/or re-issue this Fee Estimate if expiration occurs prior to the execution of the Agreement for Services or commencement of the Services.

GeoTechnologies reserves the right to require up to a fifty percent Fee deposit prior to the commencement of Services or prior to the submittal of Documents, per company policy guidelines. If a Fee deposit is required for this project, it is noted on the attached Fee Estimate.

A cost estimate is included as Table 1 for your review. Based on our understanding of the Services being requested, we have estimated our Fee for the investigation to be approximately \$18,944.10. We will not exceed the estimated cost without direct authorization by the Engineer and will only invoice for the actual time and tests performed. Unit rates included in this proposal are valid for a period of 356 days from the proposal date.

### AUTHORIZATION

If this Service Proposal is acceptable, please submit your Agreement for Services so it may be finalized prior to the request for Services. If for any reason the Client or an appointee of the Client should request GeoTechnologies to perform Services prior to the issuance and receipt of the Agreement for Services, GeoTechnologies reserves the right to withhold and/or delay its Services to the project until an Agreement for the Services has been received and finalized.

GeoTechnologies reserves the right to suspend Services, including the submittal of Documents, any time an invoice for Services remains unpaid more than 90 days. GeoTechnologies shall have no liability for delays, nor for costs, expenses, or damages associated with any such suspension of Services or non-submittal of Documents.

GeoTechnologies, Inc. appreciates this opportunity to present our proposal to Talbert & Bright, Inc. If you have any questions concerning our proposal, please do not hesitate to contact us.

Sincerely,

GeoTechnologies, Inc.



Conrad E. Harris, P.E.  
Senior Engineer



## EXHIBIT 'A'

Talbert, Bright & Ellington, Inc.  
 Concord-Padgett Regional Airport – Commercial Services Apron Expansion  
 September 11, 2024  
 Page: 4

**TABLE 1**  
**FEE ESTIMATE**

Proposal for Pavement & Subsurface Investigation  
 Commercial Services Apron Expansion  
 Concord-Padgett Regional Airport  
 Concord, North Carolina  
 TBE Project No. 2203-2404  
 GeoTechnologies Proposal No. 124-0367

<b>Drilling &amp; Coring Services (2-person crews)</b>		
1	Mobilization Drill Rig & Crew, Lump Sum	\$ 1,800.00
180	Feet, Standard Test Boring @ \$17.00 Per Foot	\$ 3,060.00
3	Bulk Samples @ \$100.00 Each	\$ 300.00
1	Day Per Diem @ \$135.60 Per Person Per Day	\$ 271.20
1	Mobilization Coring Equipment & Hand Auger Crew, Lump Sum	\$ 1,000.00
6	Hours, Coring & Hand Auger Crew @ \$250.00 Per Hour	\$ 1,500.00
1	Large Diameter Core Holes Patched @ \$50.00 Each	\$ 50.00
1	Day Per Diem @ \$135.60 Per Person Per Day	\$ 271.20
<b>Laboratory Services</b>		
3	Modified Proctor Tests @ \$165.00 Each	\$ 495.00
3	Laboratory CBR Tests @ \$155.00 Each	\$ 465.00
3	Atterberg Limits Tests @ \$95.00 Each	\$ 285.00
3	Grain Size Analysis - Wash #200 @ \$95.00 Each	\$ 285.00
32	Natural Moisture Content @ \$12.00 Each	\$ 384.00
<b>Engineering Services - Boring Layout, Site Reconnaissance, Drilling Supervision, Report</b>		
26	Hours, Staff Engineer @ \$140.00 Per Hour	\$ 3,640.00
630	Miles Trip @ \$0.67 Per Mile	\$ 422.10
1	Day Per Diem @ \$135.60 Per Day	\$ 135.60
1	Utility Locating, Lump Sum	\$ 2,750.00
10	Hours, Senior Engineer @ \$165.00 Per Hour	\$ 1,650.00
2	Hour, Drafting Time @ \$90.00 Per Hour	\$ 180.00
<b>Total:</b>		<b>\$ 18,944.10</b>

Mileage and Per Diem based on NCDOT Maximum Allowable Non-Salary Direct Costs - January 1, 2024



# EXHIBIT 'A'



November 4, 2024

Brian Salyers, P.E.  
Talbert, Bright & Ellington  
3525 Whitehall Park Drive, Suite 210  
Charlotte, NC 28273

**RE: Proposal: Topographic Survey for Commercial Service Apron Expansion at Concord Padgett Regional Airport (JQF) Revised 11/04/24**

Dear Mr. Salyers:

We appreciate the opportunity to provide a proposal for supporting Talbert, Bright & Ellington with surveying services at the Concord-Padgett Regional Airport (JQF) in Concord, North Carolina.

### Project Understanding

Woolpert understands that Talbert, Bright, & Ellington, Inc. is preparing a contract for the design of the "Commercial Service Terminal Apron Expansion" project at the Concord-Padgett Regional Airport, Concord, North Carolina. Talbert, Bright, & Ellington, Inc. requires a topographic and planimetric survey as defined below.

**Note: Woolpert understands that this survey is for design purposes only and is not required to be in compliance with AC 150/5300-16, 17 or 18.**

### Scope

1. Woolpert will compile Topographic and planimetric information for the survey limits as outlined in Exhibit A (attached). One-foot contours will be included in all areas as defined in Exhibit A.
2. Woolpert will collect ground shots taken on an even twenty-five (25) foot grid for **All** pavements (including runway, taxiways, taxilanes, aprons, and access roads) throughout the project limits. Woolpert will provide ground cross sections on a fifty (50) foot grid. Spot elevations will also be obtained at all breaks in grade. Drainage features will be depicted by top, toe, and center fault lines.

**Note: Spot elevations will be given to  $\pm 0.01$  feet for paved sections and  $\pm 0.1$  feet for turfed sections.**

3. Woolpert will Locate all existing (above ground/visible) utilities within the project limits. Locations of all utilities will be provided with top elevations, inverts, inside pipe diameters, pipe and manhole construction materials, etc. Any drainage or outfall lines existing within the project limits will be traced to the next junction point outside the project limits.

Woolpert will locate the following utilities within the mapping limits;

- Stormwater structures, with top elevations, inverts, inside pipe diameters, pipe and manhole construction materials. Any drainage or outfall lines within the project limits will be traced to the next junction point outside the project limits

11301 Carmel Commons Blvd., Suite 300  
Charlotte, NC 28226  
704.526.3018

## EXHIBIT 'A'



- Duct bank markers
- Signage (corners of concrete pads)
- lights (shots will be taken on light can itself [not on screws or concrete])
- Navigational aids (PAPIs, windsocks, REILs, etc.) located within the project limits.

**Note: Woolpert will not locate buried/underground utilities for this project. However, this service can be provided for an additional fee if requested.**

4. Woolpert will establish four (3) benchmarks, set at various locations outside the project limits. These benchmarks will be used by the contractor for construction and as-builts. Vertical control will be based on U.S. Coastal and Geodetic Datum (NAVD 88). Horizontal control will be based on state plane coordinate system (NAD 83).
5. Maps will be produced in accordance with national map standards.
6. This scope and fee proposal includes three (3) additional days of surveying for any unforeseen issues

### GENERAL:

1. Woolpert will deliver an AutoCAD Release 2018 minimum drawing file for Talbert, Bright & Ellington, Inc.'s use. All spots will be on a separate layer and contain an attribute for elevation(s) and point description. A DTM surface will be submitted including all contours and spots for Talbert, Bright & Ellington, Inc.'s use. All contours will be polylines with intermediate and index layers. The .xml file used to create the runway and shoulder contours will also be provided to Talbert, Bright & Ellington, Inc. The layers in the drawing shall be in accordance with Talbert, Bright & Ellington, Inc.'s layer convention. An ASCII or text file of the point information shall also be provided.
2. The files shall be submitted on a CD and labeled "Commercial Service Terminal Apron Expansion, Concord-Padgett Regional Airport". The CD shall also be dated.
3. All crews working in the active aircraft operational areas will have aviation band radios and will monitor the airport ground frequency 121.85 MHZ at all times. All activities on the airfield will be coordinated with the Owner and the Engineer. It is anticipated that required work within the runway and taxiway safety areas will be accomplished without closing the runway and taxiway. The work crews will be prepared to clear the runway and taxiway safety areas during aircraft operations.
4. Woolpert is in compliance with Title VI Assurances.
5. Woolpert does have General Liability Insurance with a minimum coverage of \$1,000,000.00.

EXHIBIT 'A'



**Lump Sum Fee Breakdown**

Lump Sum Fee: JQF Topographic Survey for Commercial Service Apron Expansion (Exhibit A Area)	
Labor	\$49,100.00
Direct Expenses	\$9,550.00
<b>Project Total =</b>	<b>\$58,650.00</b>

Woolpert estimates the entire project to take 3 months from the date of notice to proceed to the delivery of the final survey data. The proposed fee estimates are valid for ninety (90) days from proposal date.

Please don't hesitate to contact me to discuss any comments or questions you may have (704.526.3018).

Sincerely,

Handwritten signature of Paul F. Akers in blue ink.

Woolpert, Inc.  
Paul F. Akers, PLS, PMP  
Aviation Project Manager  
Senior Associate

Handwritten signature of Eric Risner in blue ink.

Woolpert, Inc.  
Eric Risner, PLS, PMP  
Aviation Practice Leader  
Senior Associate

November 4, 2024

3

EXHIBIT 'A'



Exhibit A: Limits of Survey



November 4, 2024

4

Safeware, Inc.  
 4403 Forbes Blvd.  
 Lanham, MD 20706-4328  
 USA  
 301-683-1234  
 www.safewareinc.com

Order Number	
10188597	
Order Date	Page
11/25/2024 13:17:37	1 of 3

Quote Expires On: 12/25/2024

**Contract No:** OMNIA Contract #4400008468

**Bill To:**            **Customer ID:**    151824  
 Concord-Padgett Regional Airport  
 9000 Aviation Blvd NW  
 Concord, NC 28027

**Ship To:**  
 Concord-Padgett Regional Airport  
 9000 Aviation Blvd NW  
 Concord, NC 28027

(704) 920-5900

<b>PO Number</b>	<b>Taker</b>	<b>Email</b>
Concord-Padgett Control Add Hangars 244305.0	Kathleen Hammond	khammond@safewareinc.com
<b>Freight Terms</b>	<b>Phone</b>	<b>Fax</b>
Freight Paid	804-236-0579	
<b>Sales Representative</b>		
Peter Van Kirk		

<b>Quantities</b>					<b>Item ID</b>	<b>Pricing</b>	<b>Unit</b>	<b>Extended</b>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>	<i>Price</i>	<i>Price</i>
				<i>Disp.</i>		<i>Unit Size</i>		

**Order Note:** General Description

AOA/Hangar Doors - Access Control Additions

JQF currently operates (14) total hangars on their property. These hangars are either leased, or privately owned on leased land, or fully owned and operated by the airport. These hangars have public access doors, as well as private access doors coming from several different places including the parking lot, the GA terminal, and in some cases, the secured side of the AOA space. These doors have recently been catalogued and their current conditions have been noted as not secured.

AOA/Hangar Doors - Access Control Additions - Scope of Work

JQF has asked for access control to be provided on the secured side of all of the AOA doors located within these hangars.

Specifically to restrict access from the general airport/hangar space to the AOA space.

-Security101 will provide and install new power supplies, iStar controllers, G4/G2 reader boards, composite cabling, and readers (HID PIVClass type) as needed to add a

total of (73) new door locations to the existing CCURE9000 access control system.

-Security101 will provide and install conduit stub ups where required. These stub ups are to terminate 12' AFF.

-Security101 will program the new doors into the existing system. This will include working with the client to maintain or adjust their current door identification nomenclature.

-Security101 will provide and install a total of (27)Mortis, (38)Cylindrical, (1) Electrified Operator (sliding doors) and (7) Electrified Panic Bar type locks to the existing doors.

No new doors or door frames are being provided or installed as part of this project.

-Connectivity from the new doors back to the system sitting on the City's network is to be achieved utilizing the existing point to point/hybrid Fluid Mesh system.

Security101 will expand this network to achieve connectivity between the Hellivision Hangar and the Marburger and Fly Carolina Hangars.

We will also expand that mesh network from the Marburger Hangar to the Dauber Hangar.



Safeware, Inc.  
 4403 Forbes Blvd.  
 Lanham, MD 20706-4328  
 USA  
 301-683-1234  
 www.safewareinc.com

Order Number	
10188597	
Order Date	Page
11/25/2024 13:17:37	2 of 3

Quote Expires On: 12/25/2024

**Contract No:** OMNIA Contract #4400008468

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		<i>Unit</i>	<i>Extended</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>		<i>Price</i>	<i>Price</i>
				<i>Disp.</i>		<i>Unit Size</i>			

-Security101 will work with the Airport to coordinate any door outages and help to minimize system downtime as the doors are being added to the system.  
 This will include coordination through the ASC with the tenants in their respective hangars.  
 -Security101 will provide all the necessary skilled labor and support needed to perform this work.  
 -A full list of equipment being provided and installed including the new server(s) is outlined under the equipment section of this document.

**Customer to Provide**

- Access to the facility as needed to perform this scope of work.
- Card Holder/Data Base information as needed for the hangar tenants AND other badge holders with access.
- Coordination with the City of Concord IT department on any network requirements.

**Exclusions**

- Rackspace
- Network Connection
- Conduit above stub up
- Fire Alarm Release if required

**Clarifications and Qualifications**

- All work will be between the hours of 7:00 AM to 5:00 PM, Monday to Friday excluding holidays. No Premium or Union labor is included and if required will be an additional cost.
- S101 assumes the proposed equipment included in the proposal will be approved by the Customer. Changes to the equipment included in this proposal are excluded and may incur additional costs.
- The proposal assumes all existing equipment to be reused is in good working condition. Service or replacement of existing equipment may result in additional costs.
- Security 101 to provide 120V AC Power. Additional electrical services may be required.

**Billing and Payment Terms**

- 30% upon Deposit
- 30% upon Equipment Received
- 30% upon Equipment Installed
- 10% upon Substantial Completion

Payment Terms are Net 30 unless otherwise stated.

Report any billing discrepancies within 14 days of receipt.

Reference the invoice number on your payment.

Interest Fees and Other Penalties will be assessed for unpaid invoices as prescribed under the State Prompt Payment Statute for the site location.

1.00	0.00	1.00	EA		SSI	EA		0.00	0.00
				1.0	***MARKED SSI (SENSITIVE SECURITY INFORMATION***	1.0			
1.00	0.00	1.00	EA		PVANKIRK	EA		0.00	0.00

Safeware, Inc.  
 4403 Forbes Blvd.  
 Lanham, MD 20706-4328  
 USA  
 301-683-1234  
 www.safewareinc.com

Order Number	
10188597	
Order Date	Page
11/25/2024 13:17:37	3 of 3

Quote Expires On: 12/25/2024

**Contract No:** OMNIA Contract #4400008468

Quantities					Item ID	Pricing UOM	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.	Item Description	Unit Size		
				1.0	For questions regarding this proposal Please contact:  Peter Van Kirk Safeware, Inc. North American Director-Government Security Solutions (M) 561-262-8343 (O) 561-400-1029 (F) 804-236-0429 (E) pvankirk@safewareinc.com	1.0		
1.00	0.00	1.00	EA		SEC 244305.0 ACCESS CONTROL TOTAL	EA	412,878.40	412,878.40
					<b>Safeware Catalog Price:</b> 875,104.43		<b>Contract Discount:</b> 41%	<b>Your Discount:</b> 53.00%
				1.0	ACCESS CONTROL TOTALS	1.0		
				1.0	ACCESS CONTROL TOTALS			
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00
				1.0	OMNIA Contract #4400008468 Lead Agency: Fairfax County, VA Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. 10/1/2018 - 9/30/2028 *Register with OMNIA at www.omniapartners.com/publicsector	1.0		

**\*\*\*Ask me about the leasing and financing options that Safeware offers!\*\*\***

**Sales Representative :** pvankirk@safewareinc.com

Total Lines: 4

**SUB-TOTAL:** 412,878.40  
**TAX:** 28,901.48  
**AMOUNT DUE:** 441,779.88  
*Actual freight added per freight terms*

Safeware, Inc.  
 4403 Forbes Blvd.  
 Lanham, MD 20706-4328  
 USA  
 301-683-1234  
 www.safewareinc.com

Order Number	
10188586	
Order Date	Page
11/25/2024 12:34:09	1 of 4

Quote Expires On: 12/25/2024

**Contract No:** OMNIA Contract #4400008468

**Bill To:**            **Customer ID:**    151824  
 Concord-Padgett Regional Airport  
 9000 Aviation Blvd NW  
 Concord, NC 28027

**Ship To:**  
 Concord-Padgett Regional Airport  
 9000 Aviation Blvd NW  
 Concord, NC 28027

(704) 920-5900

<b>PO Number</b>	<b>Taker</b>	<b>Email</b>
Concord-Padgett Regional Airport Server 244307.0	Kathleen Hammond	khammond@safewareinc.com
<b>Freight Terms</b>	<b>Phone</b>	<b>Fax</b>
Freight Paid	804-236-0579	
<b>Sales Representative</b>		
Peter Van Kirk		

<b>Quantities</b>					<b>Item ID</b>	<b>Pricing</b>	<b>Unit</b>	<b>Extended</b>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>	<i>Price</i>	<i>Price</i>
				<i>Disp.</i>		<i>Unit Size</i>		

**Order Note:** Site Description

Site is current location of Concord-Padgett Regional Airport (JQF). The airport consists of (2) main terminals. The General Aviation (GA) Terminal located at 9000 Aviation Blvd NW, Concord NC and the Commercial Terminal located at 7435 Zephyr Place NW, Concord NC.

The site consists of (14) commercial and privately owned hangars as well as 25 buildings including the (2) previously mentioned terminals.

The site currently falls under compliance with document 49 CFR Part 1542 of the Electronic Code of Federal Regulations (e-CFR). This compliance is enforced through the TSA. The airport deploys the security directives of the TSA through their designated Airport Security Coordinator (ASC). The ASC further coordinates with their designated official and local TSA agent to deploy the approved Airport Security Plan (ASP). This plan is maintained and kept updated in compliance with CFR 1542 with changes/updates being approved by the TSA. A record of this update/change log and subsequent approvals, as well as the approved copy of the ASP are located in the Security office at the GA terminal.

In support of JQF's conformity to the above mentioned compliance path, Security101 offers the following proposal(s):

- Server/Instance Update and Alignment
- AOA Hanger Door Additions
- Preventative Maintenance Plan/Service Agreement

Server(s) Update - Description

-JQF currently deploys a CCURE 9000 system for both the GA and Commercial Terminals. They are run as (2) separate systems and help the airport control access in the AOA, SIDA, and Sterile designated areas throughout the property. There are currently (2) site servers deployed at EACH of the (2) terminal locations. One of the (2) site servers at EACH terminal is tasked as being a failover/backup

Safeware, Inc.  
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 www.safewareinc.com

Order Number	
10188586	
Order Date	Page
11/25/2024 12:34:09	2 of 4

Quote Expires On: 12/25/2024

**Contract No:** OMNIA Contract #4400008468

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>	<i>Item Description</i>	<i>Unit Size</i>		

server for the site server at the terminal.

Currently each terminal is on a separate instance of CCURE9000. They are currently deploying a 26 bit prox card for the GA Terminal system and AOA doors.

They are deploying a separate, higher security card for the new Commercial Terminal system AND Sterile areas.

**Server(s) Update - Description**

JQF currently deploys a CCURE 9000 system for both the GA and Commercial Terminals. They are run as (2) separate systems and help the airport control access in the AOA, SIDA, and Sterile designated areas throughout the property. There are currently (2) site servers deployed at EACH of the (2) terminal locations. One of the (2) site servers at EACH terminal is tasked as being a failover/backup server for the site server at the terminal. Currently each terminal is on a separate instance of CCURE9000. They are currently deploying a 26 bit prox card for the GA Terminal system and AOA doors.

They are deploying a separate, higher security card for the new Commercial Terminal system AND Sterile areas.

**Server(s) Update - Scope of Work**

JQF has requested that the two systems be combined, and that the new combined system is on a single, updated instance of CCURE9000. They have further requested that the entire system, regardless of access zone or level, be accessed from a single card and using a single card technology.

- Security101 will combine all of the existing access controlled doors onto a new, single instance of CCURE9000 (Existing 63 Readers). Server to be provided by city of Concord.
- Security101 is to provide a new site server to be programmed and used as a redundant back up to the new working site server.
- Security101 will engage the Software House Special Services team to combine the two existing instances into one. This cost is included in the total investment price given.
- Security101 to provide technicians to support the programming effort by the Professional Services team.
- Security101 will fully program and preconfigure the new Server/Instance to be installed while the existing system(s) are in service. Security101 will work with the Airport to coordinate any door outages and help to minimize system downtime as the two existing instances are switched over to the new single instance.
- Security101 will replace all of the card readers located outside of the red line/new commercial terminal area, with HID PIVClass readers. These new readers are to be compatible with the HID Dual Technology readers that are currently installed in the TSA/Commercial Hangar space. This is to allow the airport to utilize a single card technology on their updated system as requested.
- Security101 will provide all the necessary skilled labor and support needed to perform this work.
- A full list of equipment being provided and installed including the new server(s) is outlined under the equipment section of this document.

**Customer to Provide**

- Access to the facility as needed to perform this scope of work.
- Card Holder/Data Base information for the existing (2) systems.
- A network drop from the City of Concord IT's network at the new server (to be located in the new Commercial Terminal IDF Room).
- 2U of usable rack space in the IDF Room located in the commercial terminal.
- 120V Power as needed in the IDF Room.

Safeware, Inc.  
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 USA  
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 www.safewareinc.com

Order Number	
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Quote Expires On: 12/25/2024  
**Contract No:** OMNIA Contract #4400008468

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>	<i>Item Description</i>	<i>Unit Size</i>		

**Exclusions**

- Rack
- Network Connection to be provided by customer.
- Power to be provided at server locations.
- During conversion, there may be periods of downtime. Customer is responsible for securing any areas that require security coverage/watch during down periods.
- Security 101 will do our best to minimize any downtime.

**Clarifications and Qualifications**

- All work will be between the hours of 7:00 AM to 5:00 PM, Monday to Friday excluding holidays. No Premium or Union labor is included and if required will be an additional cost.
- S101 assumes the proposed equipment included in the proposal will be approved by the Customer. Changes to the equipment included in this proposal are excluded and may incur additional costs.
- The proposal assumes all existing equipment to be reused is in good working condition. Service or replacement of existing equipment may result in additional costs.

**Billing and Payment Terms**

- 30% upon Deposit
- 30% upon Equipment Received
- 30% upon Equipment Installed
- 10% upon Substantial Completion

Payment Terms are Net 30 unless otherwise stated.

Report any billing discrepancies within 14 days of receipt.

Reference the invoice number on your payment.

Interest Fees and Other Penalties will be assessed for unpaid invoices as prescribed under the State Prompt Payment Statute for the site location.

1.00	0.00	1.00	EA		SSI	EA	0.00	0.00
				1.0	***MARKED SSI (SENSITIVE SECURITY INFORMATION***	1.0		
1.00	0.00	1.00	EA		PVANKIRK	EA	0.00	0.00
				1.0	For questions regarding this proposal	1.0		

Safeware, Inc.  
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 USA  
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Order Number	
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Quote Expires On: 12/25/2024

**Contract No:** OMNIA Contract #4400008468

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing UOM</i>	<i>Unit Price</i>	<i>Extended Price</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM Unit Size</i>	<i>Disp.</i>	<i>Item Description</i>	<i>Unit Size</i>		

Please contact:

Peter Van Kirk  
 Safeware, Inc.  
 North American Director-Government Security Solutions  
 (M) 561-262-8343  
 (O) 561-400-1029  
 (F) 804-236-0429  
 (E) pvankirk@safewareinc.com

1.00	0.00	1.00	EA		SEC 244307.0 ACCESS CONTROL TOTAL	EA	87,086.69	87,086.69
					<b>Safeware Catalog Price:</b> 282,845.16	<b>Contract Discount:</b> 41%	<b>Your Discount:</b> 69.00%	
		1.0			ACCESS CONTROL TOTALS	1.0		
					ACCESS CONTROL TOTALS			
1.00	0.00	1.00	EA		OMNIA	EA	0.00	0.00
		1.0			OMNIA Contract #4400008468	1.0		
Lead Agency: Fairfax County, VA Public Safety and Emergency Preparedness Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed. 10/1/2018 - 9/30/2028 *Register with OMNIA at www.omniapartners.com/publicsector								

**\*\*\*Ask me about the leasing and financing options that Safeware offers!\*\*\***

**Sales Representative :** pvankirk@safewareinc.com

Total Lines: 4

**SUB-TOTAL:** 87,086.69  
**TAX:** 6,096.07  
**AMOUNT DUE:** 93,182.76  
*Actual freight added per freight terms*

ORD.

**CAPITAL PROJECT ORDINANCE  
Clubhouse Renovations**

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby ordained:

SECTION 1. The project authorized and amended is Clubhouse Renovations.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the project/projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues/expenditures are anticipated to be available to the City of Concord for the project:

<b>Account</b>	<b>Title</b>	<b>Current Budget</b>	<b>Amended Budget</b>	<b>(Decrease) Increase</b>
7550-5811405	Clubhouse Renovations	1,340,000	1,417,617	77,617
475-4501650	Transfer from Golf Fund	399,532	477,149	77,617

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this grant project amendment shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 6. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 12th day of December, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2024-2025 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13<sup>th</sup> day of June, 2024, adopt a City budget for the fiscal year beginning July 1, 2024 and ending on June 30, 2025, as amended; and

WHEREAS, it is appropriate to amend the expense/expenditures and the revenue accounts in the funds listed for the reason stated;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord that in accordance with the authority contained in G.S. 159-15, the following accounts are hereby amended as follows:

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
650-4406000	Retained Earnings Approp	0	77,617	77,617
	<b>Total</b>			<b>77,617</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7501-5987000	Transfer to Project Fund	0	77,617	77,617
	<b>Total</b>			<b>77,617</b>

Reason: To appropriate prior year earnings to cover additional amount needed for the clubhouse renovation project.

Adopted this 12th day of December 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney





199 Central Heights Dr, Concord NC 28026 (PIN55288775660000) The 2.4 acre parcel within Cabarrus County jurisdiction is zoned LDR within the Concord's ETJ

Date: Thursday, November 21, 2024

Property Owner/Applicant:  
 W. J. Homes, LLC  
 Attn: Wesley Joyner, President  
 12576 Barrier Store Road, Locust, NC 28097  
 PO Box 575, Mt Pleasant, NC 28124  
 Phone: (704) 791-5127

**Site Development Description & Location:** 199 Central Heights Dr, Concord NC 28026 (PIN55288775660000) The 2.4 acre parcel within Cabarrus County jurisdiction is zoned LDR within the Concord's ETJ.

**Area Water and Sewer Utility Description:** Public water and sewer is available within Central Heights Dr right of way.

The property owner/developer shall be responsible for any required system modifications and/or extensions to ensure service to the proposed site development. In accordance with Chapter 62 of the Code of the City of Concord, it is the sole responsibility of the owner or the developer to extend water and sewer infrastructure from existing service points and secure any right(s)-of-way/easements as may be necessary to meet site development needs unless the needed utility extension has been identified and approved in the City's capital improvement plan.

Any upgrades to the existing infrastructure that are required to provide adequate service to the property are the financial responsibility of the owner or developer. In addition, it is the responsibility of the owner or developer to confirm all information regarding physical locations, sizes, and materials of pipes; and confirm that the water flow and pressure and sewer capacities of the existing (or any proposed) infrastructure are adequate to meet the required usage and fire protection demands in accordance with federal, state, and local codes and ordinances.

THIS IS NOT A CONTRACT, NOR IS IT AN OFFER TO CONTRACT. THIS IS NOT CONSIDERED VESTING FOR SEWER FLOW ALLOCATION APPROVAL, NOR IS CONSIDERED AN OFFER OF SEWER FLOW ALLOCATION APPROVAL BY THE CITY.

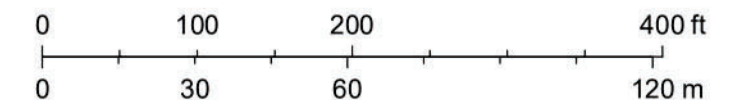
Please note that the actual horizontal and vertical locations of the water and sewer mains with the associated appurtenances should be verified by survey. In accordance with Chapter 62 of the Code of the City of Concord, it is the sole responsibility of the owner or the developer to extend water and sewer infrastructure from existing service points and secure any right(s)-of-way as may be necessary to meet project needs unless the needed utility extension has been identified and approved in the City's capital improvement plan.

The City makes no warranty of merchant ability or fitness for any purpose, express or implied, and assumes no legal responsibility for the information contained herein.

11/21/2024, 8:23:51 AM

- |               |          |                   |               |                    |  |                      |  |                     |
|---------------|----------|-------------------|---------------|--------------------|--|----------------------|--|---------------------|
| Hydrant       |          | Distribution Main |               | Sewer Lateral Line |  | Private Maholes      |  | Centerline          |
|               | City     |                   | Sewer Manhole |                    |  | Private Sewer Line   |  | Concord City Limits |
| Pressure Main |          |                   | Sewer Fitting |                    |  | Private Cleanout     |  | Parcels             |
|               | Blow Off |                   | STap          |                    |  | Abandoned Sewer Line |  |                     |

1:1,821



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

City of Concord, North Carolina  
***Preliminary Application – Extension of Concord Utilities outside Concord City Limits***  
*(Please type or print in black ink)*

1. Name of development: WJ HOMES LLC
2. Name and address of owner(s)/developer(s): PO BOX 575 MT PLEASANT NC 28124
3. Owner(s)/developer(s) telephone: 704-791-5127 Fax: \_\_\_\_\_
4. Name and address of surveyor/engineer: \_\_\_\_\_
5. Surveyor/engineer's telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
6. Name, telephone and fax number, and address of agent (if any): \_\_\_\_\_
7. Name and address of person to whom comments should be sent: \_\_\_\_\_  
WESLEY JOYNER
8. Telephone number of person to whom comments should be sent: 704-791-5127  
Fax: \_\_\_\_\_
9. Location of property: 199 CENTRAL HEIGHTS DR
10. Cabarrus County P.I.N.#: 55288775660000
11. Current zoning classification: \_\_\_\_\_
12. Total acres: \_\_\_\_\_ Total lots proposed: \_\_\_\_\_
13. Brief Description of development: SINGLE FAMILY HOME
14. Proposed Construction Schedule \_\_\_\_\_
15. Type of Service requested WATER AND SEWER

11/14/2024  
Date

  
Signature of Owner/Agent

WESLEY JOYNER- WJ HOMES LLC  
Name (printed)

**NOTE:** *By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.*

**Staff Use Only:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_



UNMANNED AERIAL SYSTEMS  
POLICY MANUAL

2024

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## Definitions/Abbreviations

ACT – Air Traffic Control  
AGL – Above Ground Level  
FAA – Federal Aviation Administration.  
MSL – Mean Sea Level  
UAS – Unmanned Aerial System.  
VFR – Visual Flight Rules  
LOS-Line of Sight

## Purpose

This manual is intended to promote safe, efficient and lawful operation of the City of Concord's unmanned aerial system (UAS). Safety, above all else, is the primary concern in each and every operation, regardless of the nature of the mission.

## Mission Statement

The mission of the Concord UAS is to protect the lives and property of citizens and first responders in a constitutionally and legally sound manner. The UAS can be utilized in circumstances which would save life and property, inspection, scene management as well as being able to detect dangers that could not otherwise be seen. The uses of UAS have greatly shown to also be beneficial in non-public safety missions and operations, where aerial imaging and surveying benefits City departmental operations.

UAS use is growing rapidly but had it been previously available during emergencies, it would have had a large impact on all aspects of emergency response. UAS' can support any department in any type of situation that would benefit from an aerial perspective or in environments extremely hazardous to responders. Examples include, finding missing persons, traffic management, search and rescue operations, structural fire ground support, hazardous materials incidents, and examination of dangerous structures, hostage situations as well as any task that can best be accomplished from the air in an efficient and effective manner.

The management of the UAS operations will utilize the National Incident Management System. It shall be the responsibility of every UAS Team to make reasonable effort not to invade a person's reasonable expectation of privacy when operating the UAS. When operating the UAS, the City of Concord will abide by all FAA Regulations for flight and receive the proper authorization for flight. During criminal investigations, the need, availability and use of the UAS will not supersede the issuance of a warrant when needed.

## Organization and Assignment of Responsibilities

A UAS Operations Group will be established for the City's UAS program and shall be comprised of those personnel approved by the Division Chief of Emergency Management, the Police Chief, Fire Chief and other applicable Departments. Personnel include pilots and observers and others deemed necessary such as IT personnel, and have assignment as part of the UAS Unit.

The UAS Unit Leader (pilot) is responsible for the supervision and command of the UAS unit on a mission.

During a deployment the UAS will function as a TEAM within the ICS Structure.

## UAS Coordinator (Emergency Management)

- Approve or deny UAS requests.
- Maintain all training, flight and maintenance records in DroneSense, for each pilot and observer as well as the UAS airframe.
- Maintain contact with the FAA and regulations as they change.
- Evaluate airframe(s) based on mission needs.
- Periodic review of UAS Operations and logs.

## UAS Team Leader (Pilot)

- Team Leaders must maintain a UAS Remote Pilots Certification.
- Maintain a North Carolina Department of Transportation UAS Operator's Permit.
- Team Leaders interacting with Air Traffic Control (ATC) shall have sufficient expertise to perform that task readily. Operators (leader/observer) must have an understanding of, and comply with FAA and Military Regulations applicable to the airspace where the UAS will operate.
- A Team Leader's primary duty is the safe and effective operation of the Concord UAS in accordance with the manufacturers' approved flight manual, FAA regulations and city policy and procedures. Operators must maintain certain knowledge of all FAA regulations; UAS manufacturer's flight manual and bulletins and City policy and procedures.
- Team Leaders may be temporarily removed from all flight status at any time by their representative department, for reasons including performance, proficiency, physical condition, etc... If this becomes necessary, the Unit Leader will be notified both verbally and in writing of the reason, further action to be taken and expected duration of such removal.
- The UAS Coordinator shall maintain a file for each Team Leader (Pilot), which shall include copies of FAA certifications, training records, etc. This file will be reviewed in accordance with current city policy.

## Observers

- An observer's primary duty is to operate the UAS's equipment including cameras, LIDAR, FLIR, radio communications with patrol units as well as be an observer for anything that may affect the Leader's primary duty (see and avoid).

## Safety Officer-UAS Observer

In regards to safety, the UAS Observer functions as the Unit Safety Officer and is responsible for the following:

- Ensuring all flight operations personnel understand applicable regulatory requirements, standards and organizational safety policies and procedures.
- Observe and control safety systems by monitoring all operations.
- Review standards and the practices of individual department personnel as they impact operational safety.
- Communicate all reported safety related problems and the corrective action taken to the on-scene safety officer. If there were any in-flight problems (or learned experiences), the proper procedures for handling that problem should be discussed.

- Notify Command of all pertinent safety information.
- It is emphasized again that safety is the responsibility of ALL members of the UAS unit.

## Personnel Responsibilities for Deployments

### Team Leader (pilot)

- The Team Leader is directly responsible for, and is the final authority over the actual operation of the UAS.
- Leaders have absolute authority to reject a flight based on personnel safety or violation of FAA regulations. No member of any department, regardless of rank or position, shall order a Leader to conduct a flight when, in the opinion of the Leader, it poses a risk to personnel or is in violation of FAA regulations.
- Leaders are responsible for compliance with this manual, City policy and procedure, State and Federal regulations.
- The Leader's main duty is to operate the UAS safely while accomplishing the goals of the mission.
- Leaders shall see-and-avoid any obstacle that will lessen safety during the mission.
- Leaders shall be responsive to the requests of the observer in order to accomplish the deployment.

### Observer

- Observers shall see-and-avoid any obstacle that will lessen safety during the mission.
- Observers shall operate any attachments to the UAS, allowing the Leader to maintain complete focus on the operation of the UAS.
- Observers shall remain alert for suspicious persons or activities on the ground and coordinate response by ground units.
- Observers shall monitor the radio updates.
- Observers shall assist the Leader in the main objective of safe operations of the UAS.

## Personal Protective Equipment

- a. All personnel shall wear eye protection while the UAS is in flight, if the environment poses a threat to eye safety or obstruction of vision (i.e. dusty or loose material that could be disturbed by UAS rotors).
- b. Although there is no specific uniform for the UAS unit or required for proper operation of the UAS, the leader/observer will take necessary measures to deploy in a professional manner and take into consideration that all deployments are subject to public document requests and media may be present.
- c. Leaders/observers may wear a high visibility vest to allow easy identification of the Team on-scene.
- d. Leaders/observers will take into consideration the current weather conditions when planning to deploy, and wear appropriate clothing to deploy comfortably.
- e. There are no documented issues with the use of the radio or cellular phones during the deployment of the UAS, but the leader/observer should at all time take into consideration safe operation of the UAS when using the radio or another device.
- f. Leaders/observers shall wear clothing or badgin that easily identifies them as employees of the City of Concord. (Exception: during law enforcement sensitive operations)



## Facilities

- Each UAS will be housed and maintained at various locations, to include, but not limited to: City Hall, Fire Stations, Police Department Headquarters, and the BOC.
- Personnel will not leave the designated facility without making sure the UAS equipment is secured.
- All personnel are equally responsible for maintaining each UAS in a neat, clean and orderly fashion.

## Scheduling

- To facilitate the broad use of each UAS, each UAS shall be made available to all Departments with certified and approved City UAS Pilots, unless the UAS is determined to be specific to a specialized department, i.e. Engineering (LIDAR), and Police.
- At no time will the UAS be “loaned” to another agency.
- Inquiries from the news media will be forwarded to the Public Affairs and Projects Manager.
- Leaders/Observers shall follow currently established City and individual department policy regarding interactions and inquiries from the media.
- Requests for support from other government agencies within, or outside the City of Concord will be responded to by the UAS Coordinator for consideration. Should the request involve an immediate threat to life, or property, the department is authorized to accept or decline the request. Proper policy and procedure, as well as FAA regulations shall be followed when accepting mutual aid support for the UAS.
- At no time will the UAS unit be deployed without the UAS Team.
- Complaints or inquiries regarding UAS operations shall be referred to the UAS Coordinator and appropriate Department.
- Leaders/Observers who deploy or are contacted outside of their normal work hours shall be compensated per City policy.

## CONCEPT OF OPERATIONS

### Protection of Rights and Privacy

- During UAS Operations, the pilot and observer will have safety, the protection of citizens civil rights and reasonable expectations of privacy as a key component during any decision made to deploy the UAS. UAS pilots and observers will ensure and will be held accountable for ensuring that operations of the UAS intrude to a minimal extent upon the citizens of Concord. To accomplish this primary goal we will:
  - Maintain all video and still images in strict compliance with City policies and procedures;
  - The UAS will not conduct random surveillance activities. The use of the UAS will be tightly controlled and regulated.
- Authorized UAS missions are:
  - Video/photographs for investigative support, (CPD/CFD);
  - Mapping
  - Property Surveying
  - Facility or other inspections
  - Traffic management
  - HazMat Response

- Search and Rescue
- Barricaded Persons
- Fleeing Persons
- Armed Persons
- Scene documentation
- Site documentation related to City business
- Documentation of City events
- Inspections of public infrastructure
- Structure fire support
- Disaster response
- Training
- Inspections of hazardous structures
- SWAT Operations
- All other requested uses will be approved by either of the following designated officials:
  - Division Chief of Emergency Management
  - Assistant City Manager(s)
  - Fire Chief
  - Police Chief
  - Engineering Director
- The UAS Coordinator (Emergency Management) will present all proposed policy and procedure changes to the City Council, legal and City Administration, as well as applicable City Department Directors and will solicit feedback prior to making any policy changes.
- The Concord UAS program will operate strictly within the law and regulations. Each mission will be balanced with the need to accomplish the mission while maintaining public privacy and the freedom from intrusion without jeopardizing the UAS primary mission of protecting life.

### Request for UAS Support

1. Requests for UAS missions can made at any time during the day or night.
2. In all cases, emergency requests involving public safety will override all scheduled and non-emergency requests.
3. No unauthorized flights are permitted. Each department utilizing the UAS is responsible for adhering to the UAS Policy Manual.

### Call-Out Procedures

All UAS missions outside of the pre-authorized flights listed will be screened and authorized by either of the following:

- a. Division Chief of Emergency Management
- b. Assistant City Manager(s)
- c. Fire Chief
- d. Police Chief
- e. Engineering Director

Requests will be screened using the following factors:

1. Is the proposed use of the UAS within the capabilities of the UAS equipment and personnel to perform?
2. Does the proposed use of the UAS fall within the FAA and department policies and regulations for UAS usage?
3. Can the UAS be deployed safely given current weather conditions?
4. If the UAS deployment requires a warrant has one been requested and approved?
5. Are sufficient trained and qualified personnel available to safely operate the UAS?

UAS Authorization will either be accepted or declined based on the request for UAS support and current conditions. If the request is denied the denying official will provide a reason for declining the support mission.

The responding department is responsible for transporting the UAS and all required equipment to the scene. Upon arrival at the scene the leader/observer will make contact with the Incident Commander or requesting department representative, to obtain a briefing on the mission requested. The UAS Leader will make an on scene determination of the ability to perform the mission; can the requested mission be conducted safely and within the City's and FAA's policies and procedures.

If the UAS Leader determines that the use of the UAS would violate department policy or directives then the UAS Leader will inform the Incident Commander of the potential conflict along with recommendations for modifying the requested mission to conform to the City policies and procedures. As this is a change from the original approved mission the UAS Leader will contact the UAS unit chain of command for direction on how to proceed. As soon as possible after the completion of the mission, the UAS Leader will make a full report of the circumstances and their concern through the chain of command.

UAS Leaders will have sole discretion for declaring safety or violation of FAA rules. If the UAS Leader determines that a requested mission would violate FAA rules or endanger civilians, then the UAS Leader will respectfully inform the Incident Commander of the reasons for refusing to operate the UAS and contact the UAS chain of command immediately. The UAS will not be flown in this circumstance and the authority of the UAS Leader is absolute.

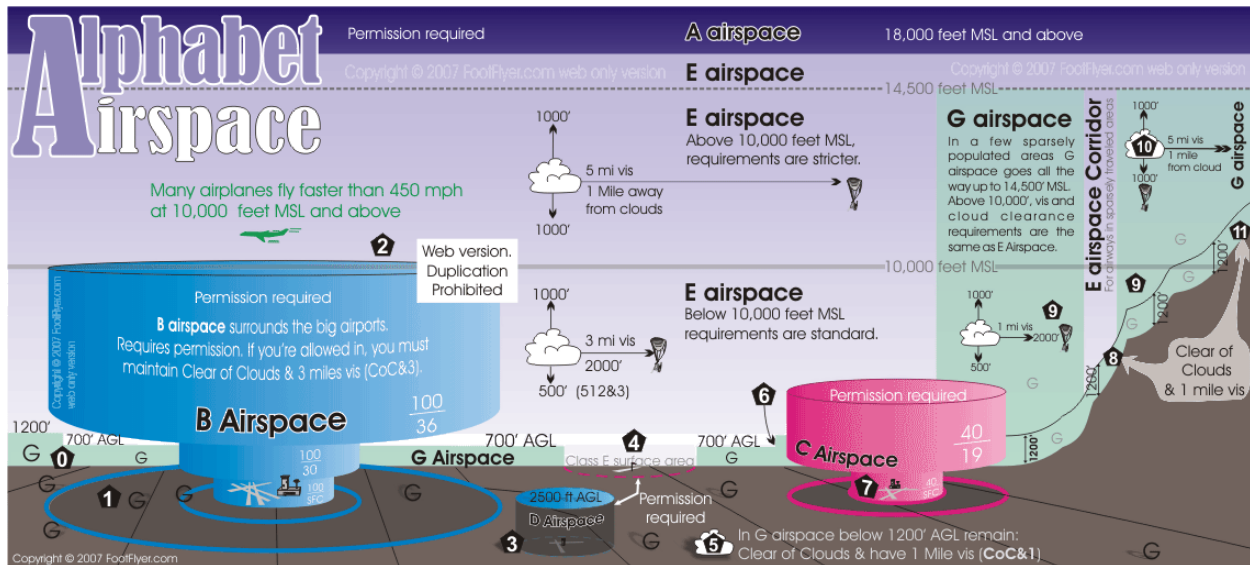
If the UAS Leader determines that the requested mission will potentially damage the UAS or its associated equipment the UAS Leader will inform the Incident Commander of their concerns. If the Incident Commander orders the UAS Leader to conduct the mission, the Leader will contact the UAS unit chain of command as this is a deviation of the originally approved mission.

## Deployment Priorities

- If several separate requests for UAS support are received simultaneously, they shall be prioritized.
- In general terms, requests for UAS support are prioritized as:
  1. Life Safety
  2. Property Conservation
  3. Incident stabilization
  4. Evidence and Documentation

## Basic Operational Requirements

- All mission 30 minutes after official sunset and until 30 minutes before sunrise will require operation of anti-collision lights;
- Visual Line of Sight by the pilot/observer must be maintained at all times.
- No attachments will be added that increase the unit weight including payload above 55 lbs.
- Unless a public safety function, the UAS cannot be flown over crowds;
- A pre-flight check will be conducted of the UAS before each operation.



## Flight Boundaries

- Maximum altitude is 400 feet above the ground (AGL) or if the UAS remains within 400 feet of a structure (such as checking a water tower);
- Although there may be requests for UAS support outside the City of Concord, the unit will not be “loaned” and will require the deployment of a UAS Team.
- At no time shall UAS support be granted outside the City of Concord without permission of the Emergency Management Coordinator or Assistant City Manager(s).

## Minimum Personnel Requirements

- All leaders will possess a Remote Pilot Airman Certificate and have obtained a North Carolina UAS Operator’s Permit;
- To be considered for selection as an observer, applicants are not required to possess a Remote Pilot Airman Certificate.
- Observers must have been provided with sufficient training to communicate clearly to the Leader any turning instructions required to stay clear of conflicting traffic. Observers should receive training on rules and responsibilities described in:
  - 14 CFR 91.111, Operating Near Other Aircraft,
  - 14 CFR 91.13, Right-of-Way Rules, cloud clearance, in-flight visibility, and
  - The pilot controller glossary including standard ATC phraseology and communication.

- Due to the nature of the missions, the minimum personnel required on **ALL** mission will be a Unit Leader and Observer. Under no circumstances will a Leader attempt a deployment alone, unless an exigent circumstance presents itself (i.e. Life Safety).
- Although training is not considered a mission, an observer shall be used.

## Pre-Flight/Post-Flight Actions

### Inspections

- a. Leaders/Observers are both responsible for a thorough preflight inspection of the UAS.
- b. Before and after each deployment (whether an incident or training), the Leader and observer shall conduct a thorough inspection of the UAS in accordance with the instructions contained in the manufactures user's manual.
- c. Any issues found that will put in jeopardy the safe operation of the UAS shall be documented and resolved immediately prior to flight.
- d. It has been recognized that the use of a checklist is a significant method to combat UAS accidents. A pre-flight and post-flight checklist is contained with the UAS and will be utilized prior to each flight.
- e. Any physical equipment issue that cannot be resolved on-site, and which have an impact on safety or the mission, will override the deployment. These issues will be resolved before flight.

### Weather

- a. Before each deployment the leader/observer will ensure that he/she gathers enough information to make themselves familiar with the weather situation existing throughout the area of deployment. The Leader shall utilize FAA approved weather resources to obtain the latest and most current weather conditions.
- b. Leaders/Observers should use the Beaufort scale when making deployment decisions in regards to wind conditions. An example of the Beaufort Scale is on the following page.
- c. The Leader shall ensure that the flight will occur within FAA VFR weather requirements.

## Beaufort Wind Scale

Beaufort Number  
(Force)

Wind Speed  
(mph)

**0**

**under 1**

**1**

**1-3**

**2**

**4-7**

**3**

**8-12**

**4**

**13-18**

**5**

**19-24**

*Effects observed on land.*



*Chimney smoke rises straight up*



*Smoke drifts gently*



*Leaves rustle, wind felt on face*



*Leaves & twigs on trees move*



*Dust & paper blow on the ground*



*Small trees start to sway*

## Documentation

- a. After each flight, the Leader will update flight information accordingly in the Drone Sense Flight Software and ensure that flight was successfully documented in the program.
- b. After each deployment, all photos or video obtained by a law enforcement UAS Operation will be submitted to evidence in accordance with department policy.
- c. Aerial photography (still or video) shall be stored in accordance with City Policy.
- d. The Leader of the UAS is responsible for evidence handling as well as writing any supporting documentation for the incident.

## Planning

- a. The leader/observer shall familiarize themselves with all available information concerning the deployment including, but not limited to, the weather conditions, hazards, description of the incident, deployment goals, etc.
- b. The Team will ensure that the location for take-off and emergency landing is adequate for a safe deployment.
  - a. The take-off/landing location should be clearly marked and identifiable by the UAS pilot.
  - b. At least one emergency landing area should be identified per deployment.
- c. The Team will ensure that they are aware of their surroundings in the event that an emergency landing is necessary. This includes the ability to recover the UAS.

## Checklists

- a) The Team shall utilize the checklists to ensure the highest level of safety for deployment.
- b) Prior to flight, DroneSense shall be active for flight documentation.

## Maintenance-Repairs-Replacements

- a) If any software updates are required, the pilot that notices the update message is responsible for updating the UAS and/or Ipads and visual controller devices appropriately.
- b) Although there are a few parts on the UAS that need servicing, it is necessary that the manufacturer's maintenance schedule is followed and properly documented.
- c) Any issues that arise during maintenance that cannot be resolved by routine methods shall be forwarded to the manufacturer for further technical support.
- d) It is recommended that UAS platforms be assessed for replacement every three years, as technology advances or software is no longer supported.
- e) If a UAS is damaged, the department that was operating the UAS will be responsible for the appropriate repairs and/or replacement of the UAS.

## Other

- a) At the conclusion of each mission, the responsible pilot is to ensure that all batteries are completely charged and that the UAS is ready to be deployed if requested.
- b) The UAS Team will ensure that no items are attached to the UAS prior to flight that are not required for safe operation and to complete the mission goal.

## Law Enforcement Operations

Law enforcement operations are governed by North Carolina Statute. Use of a UAS is allowed for the following missions:

1. To counter a high risk of a terrorist attack by a specific individual or organization if the Secretary of Homeland Security or the Secretary of the N.C. Department of Public Safety determines that credible intelligence indicates that the risk exists.
2. To conduct surveillance in an area that is within a law enforcement officer's plain view when the officer is in a location he or she has a legal right to be.
3. If the law enforcement agency first obtains a search warrant authorizing the use of a UAS.
4. If the law enforcement agency possesses reasonable suspicion that, under particular circumstances, swift action is needed to prevent imminent danger to life or serious damage to property, to prevent the imminent escape of a suspect or the destruction of evidence, to pursue an escapee or suspect, or to facilitate the search for a missing person.
5. To photograph gatherings to which the general public is invited on public or private land.

## ADMINISTRATION

### Safety

- The City of Concord is committed to having a safe and healthy workplace, including:
  - The ongoing pursuit of an accident free workplace, including no harm to people, no damage to equipment, the environment and property.
  - A culture of open reporting of all safety hazards in which management will not initiate disciplinary action against any personnel who, in good faith, disclose a hazard or safety occurrence due to unintentional conduct.
  - Support for safety training and awareness programs.
  - Conducting regular audits of safety policies, procedures and practices.
  - Monitoring the UAS community to ensure best safety practices are incorporated into the organization.
- It is the duty of every member within the UAS unit to contribute to the goal of continued safe operations. This contribution may come in many forms and includes always operating in the safest manner practicable and "*never taking unnecessary risks*". Any safety hazard, whether procedural, operational or maintenance related should be identified as soon as possible after, if not before, an incident occurs, Any suggestions in the interest of safety should be made to the UAS unit Chain of Command.
- If any member observes, or has knowledge, of an unsafe or dangerous act committed by another member, the UAS Coordinator and/or City Risk Manager is to be notified immediately so that corrective action may be taken.
- The UAS Coordinator will report any accident to the FAA within 10 days if it results in serious injury to any person or any loss of consciousness, or it causes damage to any property (other than the UAS) in excess of \$500 to repair or replace the property (whichever is lower).



- Accidents will be reported through the FAA online portal at <http://www.faa.gov/uas> or by contacting the Charlotte FAA Flight Standards District Office.

## Incident Investigations and Hazard Report

Accident reporting and review provide a mechanism to report accidents and take correct actions to the UAS program.

- Any accident or incident involving UAS operations will follow current accident reporting policies of the City of Concord.
- All accidents will be reported to the FAA within 10 days of any operations that results in serious injury, loss of consciousness, or property damage (other than the UAS) of at least \$500.
- Hazards noted during a UAS operation, real or perceived, will be reported as soon as possible to the UAS Coordinator for investigation.
- A hazard is something that has potential to cause harm. The systematic identification and control of all hazards associated with UAS operations is a foundation to the programs safety.
- A written memorandum fully explaining the problem (hazard) will be given to the UAS Coordinator.
- Every hazard will be investigated, with the results and corrective action taken communicated to all members.
- The investigation of the hazard will include a representative of the department reporting the hazard, IT, or other party who has the technical skills necessary to do it. This may include an independent subject matter expert, in some cases, to assure a thorough and complete investigation.
- Hazards requiring immediate attention will be brought to the attention of the UAS Leader without delay. This may result in the termination of the current mission or further UAS missions until the hazard can be resolved.
- **ALL MEMBERS ARE AUTHORIZED TO TAKE ACTION TO CORRECT A HAZARD** if, in that member's opinion delay will result in an injury. The UAS unit chain of command will be immediately notified in such situations.

## Operations Manual

- The policies and procedures contained within this manual are issued by authority of the City Manager. As such it is an official document of the City of Concord.
- The manual is not intended to be all-inclusive, but as a supplement to other department guidelines, FAA regulations, aircraft manufacturers' approved flight manual, etc....
- Manual has been written to address UAS operations as they existed when it was drafted. Equipment, personnel, environmental (internal/external) etc....change over time. The management of change involves a systematic approach to monitoring organizations change and is critical part of the risk management process. Given this, it is essential that this manual be continually updated as necessary. The entire manual will be reviewed at a minimum, annually, to assure it is up to date. Any changes to the manual will be communicated as currently dictated by City policy.
- A copy of the manual (electronic/paper) will be issued to every person having UAS responsibilities.

## Training

### Instructors

1. If any members are FAA certified flight instructors, they may be requested to fulfill instructor duties. If those members accept, such duties can include developing training courses, provide training and student evaluation and documentation.
2. Duties of instructing new members shall fall upon those who have the most flight time and knowledge of UAS operations. Instructors will be designated by those within the unit and approved by the UAS Coordinator.
3. Initial instruction may be provided by the vendor of the UAS.

### Training Plans

1. All members will have a training plan on file that outlines training objectives for the upcoming year. This file will reside in the individual members department.
2. All deployments or exercises will be documented and count toward a member's training.
3. It is the member's responsibility to keep track of their individual training hours and verify their training file contains all pertinent information.

### Scheduled Training

1. Training prioritization:
  - a. All missions will supersede training.
  - b. All training request will superseded demonstrations.
  - c. Training is based on a first come basis.
  - d. At times situations may arise where circumstances dictate a need for a specific training on a specific date or to supplement a mission request. If this is in conflict with a previous training request, the requesting entity will submit a detailed request for evaluation to emergency management.

### Initial Training

1. Upon acceptance to the UAS unit, member shall possess a Remote Pilot Airman Certificate and a North Carolina UAS Operator's permit.
2. Observers must have completed sufficient training to communicate to the pilot any instructions required to remain clear of conflicting traffic. This training should include knowledge of the rules and responsibilities described in:
  - 14 CFR 91.111, *Operating Near Other Aircraft*;
  - 14 CFR 91.113, *Right-of-Way Rules: Except Water Operations*; and
  - 14CFR 91.155, *Basic VFR Weather Minimums*;
  - knowledge of air traffic and radio communications, including the use of approved ATC/pilot phraseology; and
  - Knowledge of appropriate sections of the *Aeronautical Information Manual*.
3. In conjunction with fulfilling all FAA requirements for operator/observer duties, the new member will also become familiar with the City's UAS operations, the aircraft and its equipment.
4. Any new member who fails to successfully complete the initial training may be denied as a member of the UAS unit.

5. Before a member can fly as a Leader, they must complete at least 4 hours of flight training with a certified UAS pilot from the City, to show proficiency of the flight training exercises and the airframe.
6. Initial UAS flight training and familiarization may be provided by the vendor.
7. This must be accomplished to show their ability and knowledge of the UAS.
8. All leaders/observers shall have completed basic incident command system training.
9. The UAS Coordinator (Emergency Management) has the authority to adjust initial flight training hour requirements at their discretion.

### Recurrent Training

1. All members within the unit shall maintain proficiency in their leader/observer abilities.
2. Recurrent training is not limited to actual operating/observer skills but includes knowledge of all pertinent UAS/aviation matters.
3. Failure to prove proficiency can result in removal from UAS responsibilities.
4. All training events should be documented in the Drone Sense Flight Software.

### Miscellaneous

1. Depending on the nature of the training request, all efforts will be made to accommodate the hours of training so as little impact as possible is made to staffing levels.
2. All requests for training shall be approved through the member's chain of command and timekeeping during those training hours will be marked by the member's supervisor.
3. Members are encouraged to attend, and forward information on FAA sponsored safety seminars and may do so while on-duty with the approval of their chain of command.
4. Unless approval is obtaining in writing in advance, overtime will not be authorized for training.
5. Training shall only be conducted at approved locations and follow City and Departmental Guidance.

### References

- North Carolina General Statutes
  - Chapter 15A – Criminal Procedures
    - 15A-300.1 Restrictions on use of UAS
    - 15A-300.2 Regulation of launch and recovery sites
  - Chapter 14 – Criminal Law
    - 14-7.45 Crimes committed by use of UAS
    - 14.280.3 Interference with manned aircraft by UAS
    - 14.401.24 Unlawful possession and use of UAS (Weapon Attached)
    - 14.401.25 Unlawful distribution of images
  - Chapter 113 - Conservation and Development
    - 113.295 Unlawful harassment of persons taking wildlife resources
  - Chapter 63 – Aeronautics
    - 63-75 Training required for Operations of UAS
    - 63-95 License required for commercial operations of UAS
- North Carolina Department of Transportation
  - Division of Aviation <https://www.ncdot.gov/aviation/uas/about/>
- Federal Aviation Administration
  - FAA Part 107 Small UAS Rule – Effective August 29, 2016
  - FAA Advisory Circular, Small Unmanned Aircraft Systems (UAS), 06/21/16
  - Part 49 – Registration and Marking Requirements for Small Unmanned Aircraft.

## Checklist

### Environment

	Check for people, animals, property in the flight vicinity
	Discuss flight plan with observer
	First/Aid available, stocked, readily accessible and visible to anyone in the area

### UAS/Equipment

	Aircraft (AC) and Remote Controller (RC) batteries fully charged
	Tablet, controller, or other visual controller device is fully charged
	Portable Radio for communicating with on-scene operations ON, properly charged, with back up batteries
	Ensure SD Card has free space and is inserted into the camera and/or LIDAR device
	Check if flight location is in No-Fly Zone (Check here: <a href="http://airmap.io">airmap.io</a> )
	Check for NOTAMs and Temporary Flight Restrictions (TFRs) ( <a href="http://FAA.gov/notamSearch">FAA.gov/notamSearch</a> )
	Check Weather:
	Precipitation less than 5 – 10%
	Winds under 20 kts.
	Check Sunrise, Sunset, Moonrise, Moonset

### Flights Operations

	Operations will be below 400 ft. AGL
	Operations will be with visual line of sight (no visual aids)
	Operations will not be over large groups of people, stadiums, and sports events.
	Operations will not take place within 5 miles of an airport w/o contacting air traffic control
	Operations will not be near other aircraft
	Operational area is free of overhead obstructions
	Confirm flight plan with observer.

All UAS missions in autonomous mode shall be operated in accordance with this manual, City policies and procedures, and State and Federal Regulations.

### Location On-Site Check

	Check flying area free of overhead obstructions Wires, low flying AC, trees, tall buildings Antennas that may interfere with compass and GPS reception
	Weather meets conditions Winds under 20 kts (23 MPH or 10 meters per second) Clouds above 500' (152M) Visibility for 1 statute mile
	Confirm flight plan with observer.

### Physical Aircraft Check

	Motors clear of Foreign Object Debris (FOD)
	Check propellers for any melting, misshaping, or cracks

### Remote Controller Check

	Antennas oriented properly
	Check battery level of RC for minimum 75%



# CONTINUITY OF OPERATIONS PLAN

PRESENTED BY:  
CONCORD DIVISION OF EMERGENCY MANAGEMENT

**NOTICE: THIS DOCUMENT CONTAINS INFORMATION PERTAINING TO THE DEPLOYMENT, MOBILIZATION, AND TACTICAL OPERATIONS OF THE CITY OF CONCORD IN RESPONSE TO EMERGENCIES. IT IS EXEMPT FROM PUBLIC DISCLOSURE UNDER NORTH CAROLINA STATE LAW PURSUANT TO § 132-1.7**

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## PRIVACY STATEMENT

In its entirety, the Continuity of Operations Plan (COOP) addresses not only a high-level overview of information about how the City of Concord responds to different types of disruptions, but also the operational detail necessary to support these disruptions.

Given the sensitivity of some of the information in this plan, the distribution of the plan and its associated documents will be assessed and appropriate security measures implemented. The City may determine the required level of security for this plan elevates this it to a “For Official Use Only” document, resulting in the control and limited distribution of the plan.

Activation of this plan is authorized by the City Manager, a Department Director, or a designee, while implementation is coordinated by the department leadership and COOP leads or alternates.

For more information about continuity planning or this COOP, contact the Concord Division of Emergency Management.

## PROMULGATION STATEMENT

Continuity of operations ensures the continuation of government and the performance of essential functions during and after a disaster, or other disruption, to normal government operations. As the county seat for the County of Cabarrus, Concord plays an integral role in determining the needs of the public and in providing essential services on a day-to-day basis. Through continuity planning, the City of Concord will further demonstrate its steadfast commitment to the continuation of these services during an emergency or disaster, and the safety and protection of its citizens, employees, and visitors.

Continuity programs and operations are fundamental practices that allow critical services to remain operational under all conditions. Continuity planning establishes the framework to ensure that each City of Concord department or division has the ability to carry out its critical mission, regardless of the circumstances that may result from any natural, technological, or intentional disaster.

The City of Concord's governing body has reviewed and approved this plan, verifying its content to ensure it contains required information and guidance to sustain its essential services and to minimize potential impacts during and following an emergency.

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Lloyd Wm. Payne, Jr., ICMA-CM

City Manager

## SECTION 1: INTRODUCTION

The city is committed to the safety and protection of its employees, operations, and facilities. This Continuity of Operations Plan (COOP), establishes procedures that the City leadership can use to strategically minimize risk to its employees, operations, and facilities. The goal of the all-hazards approach to continuity of operations planning is to maintain the City's ability to operate and provide vital services regardless of the emergency.

### 1.1 PLAN PURPOSE

All participating City departments and divisions have the responsibility to plan for and respond to disasters. During a COOP activation, departments may be required to operate from a continuity location and may overextend their resources. The purpose of the COOP is to provide the framework for City departments and divisions ability to restore mission essential functions. The COOP specifically addresses three types of disruptions:

- Inaccessibility to a facility (for example, due to building damage)
- Inability to provide full services due to a reduced workforce (for example, due to pandemic influenza)
- Inability to provide services due to equipment or systems failure (for example, due to IT systems failure)

### 1.2 APPLICABILITY AND SCOPE

COOP planning ensures the preservation and reconstitution of the City's mission essential functions. The COOP provides the foundation for continuity of critical services and functions across its jurisdiction and is augmented by departmental annexes. The following departments are addressed in the City's COOP:

- Aviation
- Building and Grounds
- City Administration: City Manager's Office, Mayor & Council, CityClerk, Public Affairs
- City Attorney's Office
- Finance Department
- Fire Department
- Housing Department
- Human Resources Department
- Information Technology
- Planning & Economic Development
- Police Department
- Parks & Recreation Department
- Transportation
- Water Resources
- Electric Utilities
- Communications

### 1.2.1 COOP ORGANIZATION

The City of Concord COOP overarching plan provides the framework for City departments to restore mission essential functions for its employees and citizens. The COOP annexes provide a guide for each department and division to maintain mission essential functions if an emergency denies access to or destroys the department's or division's primary location, or significantly reduces the capacity to provide services because of workforce reduction or failure of equipment or critical systems. The annexes supplement this document.

### 1.3 SITUATIONS AND ASSUMPTIONS

Situations and assumptions are documented to describe current operating conditions and to establish the parameters under which the plan may be activated.

#### **Situation**

- The City of Concord is the county seat of Cabarrus County, North Carolina.
- The City of Concord occupies 64.403 square miles with a population of 113,371 per 2023 NC certified population estimates.
- The City of Concord is vulnerable to a number of hazards, including natural, technological, and human-caused. Please refer to Section 3 of this plan for the complete list of potential hazards for the city.
- The City of Concord is located in the Western Branch of the North Carolina Division of Emergency, Area 11 and FEMA Region 4.
- The major traffic arteries in City of Concord include Inter State 85 and U.S. Highways 601, 49, and 29.

#### **Assumptions**

- The City may have continued exposure to identified hazards and risks that will be identified in the COOP now and in the future.
- Leadership personnel are tasked with knowing what their responsibilities are to public and employee safety when it becomes essential to implement the COOP.
- This COOP has been developed to support the resumption of time-sensitive operations and supporting service resumption and recovery efforts in the event of disruptions at any facilities identified in the COOP.
- In the event of disaster, resources and personnel may be extremely limited. Resumption of essential services may need to be prioritized and time-phased.
- The City has mutual aid agreements with surrounding jurisdictions which can be activated, if needed, in the event that the City needs assistance in providing critical services in emergencies.
- The COOP may be activated as a result of activation of the Emergency Operations Plan (EOP),
- Activation of the COOP will occur at the level necessary to resolve the situation.
- Some members in COOP positions serve in other roles during disasters, such as the Emergency Operations Center (EOC) or department operations center during an activation. During multiple activations, COOP activities will be coordinated through the EOC.

## 1.4 ROLES AND RESPONSIBILITIES

During a COOP activation, key positions have been identified to fulfill important roles and responsibilities.

### 1.4.1 EMERGENCY OPERATIONS CENTER TEAM

In the event of a crisis, the City Manager will notify Department Directors or their designee to convene the EOC Team. The EOC Team initially analyzes the situation and determines if the COOP or a departmental COOP annex will be activated. The EOC Team may also provide further support of COOP activation. The EOC Team’s primary focus is:

- Detecting the early signs of an expanding crisis
- Identification of additional risks and exposures
- Providing direction and guidance to departments and the organization
- Protecting stakeholder interests in response to the incident or disaster
- Identifying the problem areas and appropriate solutions
- Preparing a crisis management plan for the immediate emergency situation
- Determining what internal/external resources are needed in order to continue essential functions for the City or affected department(s)

The EOC Team may also be disbanded due to the establishment of ICS in the field and when the appropriate emergency response department assumes management of the incident. During a disaster of such magnitude that the Emergency Operations Center (EOC) has been activated, the EOC Team may convene to determine if COOP activation will be managed through the EOC, or if separate operations would be beneficial. The City’s EOC Team may request the support of an Incident Management Team (IMT), as listed in the City’s Emergency Operations Plan, to assist with planning for extended operational periods. The City’s EOC Team consists of the following Staff, Department Directors or their designee:

Fire Chief	Buildings and Grounds Director	Transportation Director	Communications Director	Parks and Recreation Director
Police Chief	Finance Director	Engineering Director	Transit Director	Aviation Director
Division Chief of Emergency Management	Water Resources Director	Public Affairs and Projects Manager	Fleet Services Director	Planning and Neighborhood Development Director
Electric Systems Director	Director of Human Resources	Housing Director	Solid Waste Director	City Attorney
Information Technology Director				

#### 1.4.2 COOP ADMINISTRATOR RESPONSIBILITIES (CITY MANAGER)

- Approve overall policy directions, guidance, and objectives for COOP planning and activation.

#### 1.4.3 COOP COORDINATOR RESPONSIBILITIES (DIVISION CHIEF OF EMERGENCY MANAGEMENT)

- Coordinate the COOP planning process
- Establish a review cycle
- Update and maintain the overall COOP
- Coordinate training and exercises of the COOP
- Serve as the COOP program point-of-contact
- Serve on the EOC Team

#### 1.4.4 COOP EOC TEAM RESPONSIBILITIES

- Provide overall recommendations and objectives for COOP planning
- Coordinate with leadership personnel on policy, development, approval, and maintenance of the COOP and integration of other emergency plans
- Provide departmental information on essential functions, systems, personnel, and records for COOP planning
- Conduct reviews of COOP documents, materials, and the plan
- Keep the organization informed of any changes to the COOP
- Participate in COOP training and exercises
- Identify issues that may affect the frequency of changes required to the COOP
- Coordinate with functional groups within the City organization in updating the COOP

#### 1.4.5 RECONSTITUTION MANAGER (BUILDING AND GROUNDS)

A reconstitution manager may be assigned as needed and has the following responsibilities:

- Report to the COOP Administrator
- Form a reconstitution team
- Develop space allocation and location requirements to meet occupancy regulations
- Coordinate with regional partners to find suitable space if the primary locations are unusable
- Develop a plan for reconstitution listing functions and projects in order of priority
- Assign appropriate staff to ensure buildings are structurally safe

#### 1.4.6 RESPONSIBILITIES OF DEPARTMENT LEADERSHIP (INDIVIDUAL DEPARTMENTS)

- Identify those functions that can be deferred or temporarily stopped during a COOP activation
- Consult with and advise appropriate officials during implementation of the COOP
- Provide direction, guidance, and objectives during an incident for the implementation of the COOP
- Aid continuity efforts



- Participate in training, testing, and exercises of the COOP
- Initiate appropriate notifications during COOP implementation
- Provide input on the execution of essential functions
- Initiate recovery of the organization as part of reconstitution
- Designate personnel to assist security officials in securing office equipment and files at primary facilities when implementing the COOP
- Coordinate with leadership personnel for movement of key personnel to continuity facilities when the COOP is activated

## SECTION 2 CONCEPT OF OPERATIONS

A Continuity of Operations Plan must be maintained at a high level of preparedness and must be ready to be implemented without significant warning. The City of Concord's COOP is designed to be fully implemented no more than twelve hours after activation and may have to provide guidance to sustain operations for up to thirty days.

Specific objectives include the following:

- Enable staff to perform mission essential functions to prepare for and respond to all threats or emergencies, including natural, technological, and human-caused disasters
- Identify critical employees and supporting staff who may have to relocate
- Ensure the continuity facility can support the operations
- Protect and maintain essential records and databases

### 2.1 OBJECTIVES

Emergencies often occur with little or no warning, requiring immediate activation of the COOP. The COOP planning concept of operations is expressed in four operational periods:

- Readiness and preparedness
- Activation and relocation
- Continuity operations
- Reconstitution and recovery

#### 2.1.1 READINESS AND PREPAREDNESS

Readiness is the ability of an organization to respond effectively to any event that threatens its ability to continue mission essential functions. It is the responsibility of an organization's leadership to ensure that it can perform essential functions before, during, and after an all-hazards emergency or disaster. Readiness and preparedness activities develop response capabilities needed during an emergency. Planning, training, and exercising are among the activities conducted under this phase. Feedback from these activities should be focused on improving and maintaining the COOP. Mitigation is also a viable part of this phase. Mitigation activities lessen the impact of unavoidable hazards. The Cabarrus/Stanly/Union Regional Mitigation Plan guides and prioritizes mitigation activities, and identifies which actions the City will be responsible for.

The City of Concord is establishing a continuity readiness posture through the development of the COOP while:

- Assigning COOP Leads and Alternates
- Forming an EOC Team
- Implementing COOP planning and training

2.1.2 ACTIVATION AND RELOCATION

An executive decision must be made after a quick and accurate assessment of the situation to determine the best course of action for the City. Activation of the COOP may occur after a disruption to business operations. Department specific procedures have been established on how to notify personnel during emergencies, and for ongoing communications in their COOP annex.

<b>FACTORS AFFECTING COOP ACTIVATION</b>		
	<b>On-Duty Hours</b>	<b>After Duty Hours</b>
Event with Warning	<ul style="list-style-type: none"> <li>• Essential staff are alerted via notification procedures prior to COOP activation.</li> <li>• Partial activation of the COOP with notification and deployment of key personnel.</li> <li>• Dissemination of messages to City staff and the public.</li> <li>• IT issues guidance to City staff for protection of data and equipment.</li> <li>• Identified staff will assemble essential records, software, hardware, documents, and equipment to perform essential functions for potential COOP activation.</li> <li>• Identified staff will back up essential automated databases, and prepare designated essential equipment for possible COOP activation.</li> </ul>	<ul style="list-style-type: none"> <li>• Essential staff are alerted via notification procedures prior to COOP activation.</li> <li>• Recall of key personnel to report to work for partial/full activation of COOP.</li> <li>• City staff are provided a briefing on the situation once they arrive at work.</li> <li>• IT issues guidance to City staff for protection of data and equipment.</li> <li>• Identified staff will report to primary work location to assemble records, software, hardware, documents and equipment to perform essential functions in preparations for potential COOP activation.</li> <li>• Essential staff will back up automated databases, and prepare designated equipment for possible COOP activation.</li> </ul>
Event without Warning	<ul style="list-style-type: none"> <li>• Depending on systems status, identified staff are notified for possible COOP activation.</li> <li>• Depending on the status of primary facilities, staff may evacuate and relocate to a continuity facility.</li> <li>• Depending on the status of primary facilities, identified staff may be sent home if COOP activation is not necessary.</li> <li>• IT will take whatever measures possible to protect data and equipment.</li> <li>• If possible, identified staff will take essential records, software, hardware, and other documents and equipment in order to perform essential functions if COOP is activated.</li> </ul>	<ul style="list-style-type: none"> <li>• Depending on systems status, identified staff will be notified to report to work for partial/full activation of COOP.</li> <li>• Depending on the status of the primary facilities, identified staff may report directly to a continuity facility.</li> <li>• Depending on the status of primary facilities, non-essential staff may be sent home.</li> <li>• IT will report to the City to take whatever measures possible to protect data and equipment.</li> <li>• If possible, identified staff will report to the primary facility to</li> </ul>

	<ul style="list-style-type: none"> <li>If time permits identified staff will back up essential automated databases, and prepare designated equipment for possible COOP activation.</li> </ul>	<p>retrieve essential records, software, hardware, documents, and equipment in order to perform essential functions if COOP is activated.</p> <ul style="list-style-type: none"> <li>IT will report to the City, to back up databases and prepare designated essential equipment for possible COOP activation.</li> </ul>
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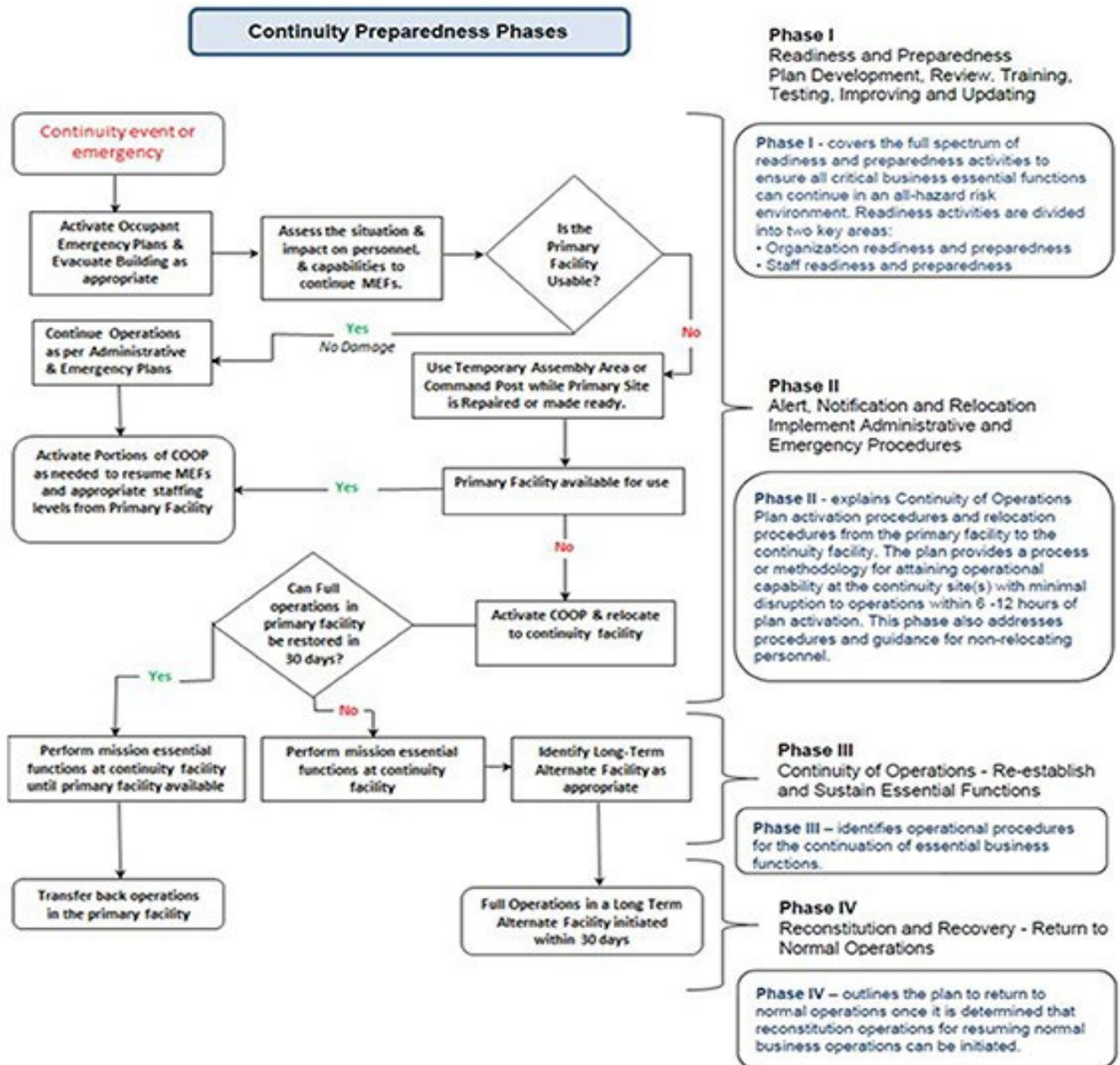
2.1.3 COOP RELOCATION

Relocation to a (continuity) facility occurs when a primary facility is damaged and rendered inoperable or unsafe and staff must evacuate. Each department annex lists potential continuity facilities in the event relocation is necessary.

Figure 2-1 is a relocation matrix which depicts the decision process used to determine if relocation to a continuity facility is necessary. [Appendix D](#) depicts the continuity facilities identified by department representatives in the event the primary facility for the department has been damaged or rendered unusable.

Figure 2-1

# Continuity of Operations Decision Matrix



#### 2.1.4 CONTINUITY OPERATIONS

The operations phase focuses on continuing mission essential functions:

- Accounting for all personnel
- Performing essential functions
- Establishing communications
- Preparing for reconstitution of all functions

Once the incident has ended, business functions may be resumed.

#### 2.1.5 RECONSTITUTION

Reconstitution is the transition back to normal operations in the primary operating facility. Leadership may designate a reconstitution manager to deal with the complexity of reconstitution issues.

Reconstitution focuses on restoring business operations to normal or improved services. This phase is initiated once all essential functions have been restored. Activities associated with reconstitution include:

- Supervising an orderly return to the normal operating facility, a move to another temporary facility, or a move to a new permanent operating facility.
- Verifying that all systems, communications, and other required capabilities are available and operational, and ensuring the capability to accomplish all essential functions and operations at the new or restored facility.
- Identifying if records were affected by the incident and ensuring transition or recovery of essential records and databases.

Table 1 lists departments that will lead reconstitution efforts.

**TABLE 1: COOP LEAD RECONSTRUCTION DEPARTMENTS**

<b>Situation</b>	<b>Lead Reconstitution Departments</b>
Loss of Building	Building and Grounds
Loss of Personnel	Human Resources
Loss of Network Infrastructure	Information Technology/Communications

#### 2.1.6 ALERT AND NOTIFICATION PROCESS

##### **Alert Procedures**

Depending on the situation, Department staff may be put on alert. Procedures for alerting and notifying staff are determined by each department with the orders of succession identifying which individuals will be alerted.

During an event that triggers COOP activation, each department should follow their procedures to notify personnel for emergencies, and ongoing communications.

## 2.2 MISSION ESSENTIAL FUNCTIONS

Mission essential functions enable each department to provide vital services for staff and citizens. Each COOP annex is centered on the department's mission essential functions. It serves as an operational guide to facilitate the relocation of department staff to a continuity facility and the process for backup of critical systems and vital records. The level and manner of support needed to continue mission essential functions depends on the nature of an incident. Each annex should include a list of the department's mission essential functions. For each function, the list identifies personnel required to execute the function, the level of priority assigned to the function, and the resources required to support the function. Appendix B includes a matrix of the City's essential functions.

### 2.2.1 GUIDELINES AND CRITERIA FOR PRIORITIZATION OF MISSION ESSENTIAL FUNCTIONS

In addition to identifying which functions are necessary to support City operations, the recovery time objective (RTO) should be determined for each mission essential function. The RTO is the maximum amount of time the function can be interrupted before it must be restored to an acceptable level of operation after an incident. To ensure that essential functions are restored they should be categorized using a tier classification system. The following system has been established to prioritize the City of Concord's mission essential functions according to time criticality.

**TABLE 2: RECOVERY TIME OBJECTIVE MATRIX**

<b>Tier</b>	<b>Ratings</b>	<b>Priority</b>
1	<b>IMMEDIATE:</b> These functions have a direct and immediate effect on the organization to ensure the safety of individuals and protect property. These functions must be established within the first 12 hours up to 24 hours.	0-12 up to 24 hours
2	<b>CRITICAL:</b> These functions can be delayed until Tier 1 functions are restored but must be operational within 72 hours.	24-72 hours
3	<b>NECESSARY:</b> These functions can be delayed until Tier 1 and Tier 2 functions are restored but must be operational within 1 week.	72 hours-1 week
4	<b>IMPORTANT:</b> These functions can be delayed until Tier 1, Tier 2, and Tier 3 functions are restored but must be established within 30 days.	1 week-30 days

If a function is necessary to keep another function operating, then it should have a shorter priority RTO. Such functions include IT systems, building maintenance, and human resources.

### 2.3 ORDERS OF SUCCESSION

Orders of succession are activated when leadership is unable or unavailable to execute their duties during an emergency. Departments must establish, disseminate, and maintain their orders of succession by COOP critical positions. Orders of succession are addressed through internal policy or ordinances. Key personnel for City of Concord leadership and their successors have been identified in Table 3.

**TABLE 3:**

#### **CITY LEADERSHIP ORDERS OF SUCCESSION**

<b>Principal Position</b>		<b>Successor Position</b>
Mayor	Successor	Mayor Pro Tem
City Council	Successor	Senior council member or first letter of last name if seniority is tied.

<b>Principal Position</b>		<b>Successor Position</b>
City Manager	Successor 1	Assistant City Manager
	Successor 2	Assistant City Manager
	Successor 3	Assistant City Manager

<b>Principal Position</b>		<b>Successor Position</b>
City Attorney	Successor 1	Deputy City Attorney
	Successor 2	Assistant City Attorney

<b>Principal Position</b>		<b>Successor Position</b>
Finance Director	Successor 1	Deputy Director
	Successor 2	Finance Manager

<b>Principal Position</b>		<b>Successor Position</b>
City Clerk	Successor 1	Public Affairs and Project Manager

<b>Principal Position</b>		<b>Successor Position</b>
Division Chief of Emergency Management	Successor 1	Fire Chief



<b>Principal Position</b>		<b>Successor Position</b>
Fire Chief	Successor 1	Deputy Chief of Operations
	Successor 2	Deputy Chief of Administration

<b>Principal Position</b>		<b>Successor Position</b>
Police Chief	Successor 1	Deputy Chief
	Successor 2	Major

<b>Principal Position</b>		<b>Successor Position</b>
Communications Director	Successor 1	Telecommunications Center Manager
	Successor 2	Communications Shop Operations Manager

<b>Principal Position</b>		<b>Successor Position</b>
Transportation Director	Successor 1	Deputy Director
	Successor 2	Street Superintendent

<b>Principal Position</b>		<b>Successor Position</b>
Electric Systems Director	Successor 1	Deputy Director
	Successor 2	Underground Operations Manager

<b>Principal Position</b>		<b>Successor Position</b>
Water Resources Director	Successor 1	Deputy Director
	Successor 2	Water Operations Manager

<b>Principal Position</b>		<b>Successor Position</b>
Fleet Services	Successor 1	Service Manager
	Successor 2	Parts Manager

<b>Principal Position</b>		<b>Successor Position</b>
Aviation Director	Successor 1	Assistant Aviation Director
	Successor 2	Operation Manager

<b>Principal Position</b>		<b>Successor Position</b>
Building and Grounds Director	Successor 1	Deputy Director
	Successor 2	Building Systems and Service Manager

<b>Principal Position</b>		<b>Successor Position</b>
Human Resources Director	Successor 1	Deputy Director of HR
	Successor 2	Safety, Health, and Risk Manager

<b>Principal Position</b>		<b>Successor Position</b>
Transit Manager	Successor 1	Deputy Transit Director
	Successor 2	Transit Manager

<b>Principal Position</b>		<b>Successor Position</b>
Engineering Director	Successor 1	Deputy City Engineer
	Successor 2	Engineering Manager

<b>Principal Position</b>		<b>Successor Position</b>
Planning and Neighborhood Zoning Director	Successor 1	Deputy Planning Director
	Successor 2	Planning Services Manager

<b>Principal Position</b>		<b>Successor Position</b>
Housing Director	Successor 1	Housing Manager
	Successor 2	Inspections Coordinator

<b>Principal Position</b>		<b>Successor Position</b>
Solid Waste Director	Successor 1	Deputy Director
	Successor 2	Solid Waste Superintendent

<b>Principal Position</b>		<b>Successor Position</b>
Parks and Rec. Director	Successor 1	Deputy Director
	Successor 2	Facility Manager

<b>Principal Position</b>		<b>Successor Position</b>
Public Affairs and Projects Manager	Successor 1	Community Outreach Coordinator
	Successor 2	Communications Specialist

<b>Principal Position</b>		<b>Successor Position</b>
Information Technology Director	Successor 1	Infrastructure and Network Manager
	Successor 2	Client Services Manager
	Successor 3	Application Dev & GIS Manager

## 2.4 DELEGATIONS OF AUTHORITY

Delegations of authority are specified by City resolutions and policies. Certain incumbents in positions specified in the orders of succession are delegated authority to perform all duties and responsibilities of the department head or leadership when this is required. Delegation of authority should be exercised only when immediate action is required and a superior is unable and unavailable to exercise the authority. An individual acting as successor should be relieved of his or her authority once a superior on the list becomes available, is able, and assumes the role of the successor. An individual exercising the authority of a superior should record

important actions taken and the period during which the authority is exercised. Planning for delegations of authority involves the following:

- Identifying which authorities can and should be delegated
- Describing the circumstances under which the delegation would be exercised, including when it would become effective and when it would be terminated
- Identifying limitations of the delegation
- Documenting to whom authority should be delegated
- Ensuring designees are trained to perform their emergency duties

Delegations of authority for key leadership for the City of Concord is identified in Table 4.

**TABLE 4: DELEGATIONS OF AUTHORITY**

<b>Successor to Principal Position 1</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 1: Mayor/City Council</b>		
Mayor Pro Tem	Full	None
Council member	Full	None

<b>Successor to Principal Position 2</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 2: City Manager</b>		
Assistant City Manager(s)	Full	None

<b>Successor to Principal Position 3</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 3: City Attorney</b>		
Deputy City Attorney	Full	None
Assistant City Attorney	Full	None

<b>Successor to Principal Position 4</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 4: Finance Director</b>		
Finance Manager	Full	None
Deputy Finance Manager	Full	None
Purchasing Manager	Full	None

<b>Successor to Principal Position 5</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 5: City Clerk</b>		
Public Affairs and Projects Manager	Full	None

<b>Successor to Principal Position 6</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 6: Division Chief of Emergency Management</b>		
Fire Chief	Full	None

<b>Successor to Principal Position 7</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 7: Fire Chief</b>		
Deputy Chief of Operations	Full	None
Deputy Chief of Administration	Full	None
Division Chief of Training	Full	None

<b>Successor to Principal Position 8</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 8: Police Chief</b>		
Deputy Chief	Full	None
Major (s)	Full	None

<b>Successor to Principal Position 9</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 9: Communication Director</b>		
Telecommunications Center Manager	Full	None
Communications Shop Operations Manager	Full	None

<b>Successor to Principal Position 10</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 10: Transportation Director</b>		
Deputy Director	Full	None
Street Superintendent	Full	None

<b>Successor to Principal Position 11</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 11: Electric Systems Director</b>		
Electric Systems Manager	Full	None
Underground Operations Coordinator	Full	None

<b>Successor to Principal Position 12</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 12: Water Resources Director</b>		
Deputy Director	Full	None
Water Operations Manager	Full	None

<b>Successor to Principal Position 13</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 13: Fleet Services Director</b>		
Service Manager	Full	None
Parts Manager	Full	None

<b>Successor to Principal Position 14</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 14: Airport Director</b>		
Assistant Aviation Director	Full	None
Water Operations Manager	Full	None

<b>Successor to Principal Position 15</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 15: Building and Grounds Director</b>		
Deputy Director	Full	None
Building Systems and Service Manager	Full	None

<b>Successor to Principal Position 16</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 16: Human Resources Director</b>		
Deputy Director	Full	None
Safety, Health, and Risk Manager	Limited	Fully versed in safety, risk, & worker's comp, and working knowledge of leaves of absence, employee relations and legal proceedings

<b>Successor to Principal Position 17</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 17: Transit Manager</b>		
Deputy Transit Director	Full	None
Transit Manager	Full	None

<b>Successor to Principal Position 18</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 18: Engineering Director</b>		
Deputy City Engineer	Full	None
Engineering Manager	Full	None



<b>Successor to Principal Position 19</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 19: Planning and Neighborhood Development Director</b>		
Deputy Director	Full	None
Planning Services Manager	Full	None

<b>Successor to Principal Position 20</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 20: Housing Director</b>		
Housing Manager	Full	None
Maintenance Supervisor/Inspector	Full	None

<b>Successor to Principal Position 21</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 21: Solid Waste Director</b>		
Deputy Director	Full	None
Solid Waste Superintendent	Full	None

<b>Successor to Principal Position 22</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 22: Parks and Recreation Director</b>		
Deputy Director	Full	None
Facility Manager	Full	None

<b>Successor to Principal Position 23</b>	<b>Delegation of Authority (Full or Limited)</b>	<b>Description of Limitations</b>
<b>Principal Position 23: Public Affairs and Projects Manager</b>		
Community Outreach Coordinator	Full	None
Communications Specialist	Full	None

Successor to Principal Position 24	Delegation of Authority (Full or Limited)	Description of Limitations
<b>Principal Position 24: Information Technology Director</b>		
Infrastructure & Network Manager	Full	None
Client Services Manager	Full	None
Software Devl. & GIS Manager	Full	None

## 2.5 CRITICAL RESOURCES

Critical resources are the staff, equipment, and systems required to support mission essential functions. During the planning process, the designated COOP Lead coordinated the evaluation of mission essential functions and listed the corresponding equipment and systems.

COOP Planning Team members must ensure that unique critical equipment and information system requirements are considered while planning, if appropriate, to identify its capabilities to provide support functions at the continuity facilities. Departments/IT and divisions should maintain all necessary and up-to-date files, computer software, and databases required to carry out mission essential functions. Each annex lists the critical systems and critical equipment necessary to reestablish the department's mission essential functions.

## 2.6 ESSENTIAL RECORDS

Essential records are records that, if damaged or destroyed, could disrupt operations, information flow, replacement or re-creation at considerable expense which could cause a huge inconvenience. In continuity of operations planning, vital records are those records that are necessary to carry out mission essential functions. Essential records are frequently in paper or electronic files formats.

The City of Concord COOP Planning Team has identified systems to protect and recover essential records during emergencies and normal operations. Through the planning process, the departments and divisions documented and detailed their vital records. The departments assessed the existing essential records maintenance program and continue to address deficiencies.

The following maintenance strategy has been identified for departments and divisions to protect essential records:

- There are currently 4 data centers in the City that provide redundancy in the back up of data. Police backs up to Fire and Fire to Police. Alfred M. Brown Operations Center backs up to City Hall and vice versa
- Server and application backups are performed daily. Shares (network files) are backed up daily
- The City uses backup servers and data, then uses mirroring to save backups from one datacenter to the other
- IT performs a nightly backup of the City's Shared File data to other City buildings
- Some critical data is backed up nightly with the media rotated weekly to a remote

location

City of Concord personnel are advised to:

- Save data to network drives
- Scan hardcopy documents to the network drives
- Manage and retain records as required by state law

## 2.7 CONTINUITY FACILITIES

Each department recognizes that normal operations may be disrupted and that there may be a need to perform mission essential functions at a continuity facility. Each department will coordinate with the Incident Management Team (Staff Leadership) to establish suitable continuity facilities. [Appendix D](#) includes a matrix of the City's continuity facilities.

### 2.7.1 CONTINUITY FACILITIES ASSUMPTIONS

Selecting continuity facilities is one of the fundamental elements of a COOP. However, the potential costs for ensuring that a continuity facility is available and ready when needed can be significant. Due to the criticality of the continuity facility and the possible costs associated with the site, it is important that the COOP provide departments and divisions with a consistent set of planning assumptions for use in planning for and assessing the viability of continuity facilities.

The following considerations should be made when planning for continuity facilities:

- Ensure that only mission essential functions are performed at the continuity facility
- Pool resources among departments and divisions to acquire space for a continuity facility
- Co-locate with another department while providing each with individually designated space to meet continuity facility needs
- Offer telework, if the essential function allows, as a short-term solution

The following conditions are necessary for relocation to a continuity facility:

- A department's primary location has been destroyed or will be unavailable for an extended period
- Staff is available to perform mission essential functions defined in the COOP
- Off-site storage facilities and materials survived the event
- Surface transportation in the local area is possible
- Staff can be notified and can report to the continuity facility to perform recovery and reconstruction activities
- Like-kind essential resources have been pre-positioned or are available at the continuity facility
- An adequate supply of critical supplies and provisions is available at the continuity facility or off-site storage
- IT services for a particular mission essential function may not be available
- The City has control over the continuity facility and/or has pre-positioned contracts to use the location/resource

## 2.8 COMMUNICATIONS

Communications, or the ability for personnel to communicate internally and externally, is critical during emergencies. The list below identifies communication systems available to the City to communicate with other departments, emergency response units, the media, and external stakeholder agencies and organizations:

- Land line phone (voice/fax) system
- Internet access, E-mail, and City website
- Two-way radios (public safety)
- AlertUs
- Web EOC
- Microsoft Teams
- Everbridge
- Cell phones
- Emergency Alert Notification System
- Alerts on local radio stations

Critical information systems used to accomplish mission essential functions during normal operations at the primary location must be accessible at the continuity facility. Departments need to prioritize “mission critical” information systems and plan/budget to have redundancy of systems/servers/data available at the continuity facility.

In addition, City personnel should make sure that critical data is stored in such a way that it is backed up regularly (magnetic tape or server to server) located at a separate facility. If magnetic tapes are used, these should be stored off-site at a secure facility.

Each department will coordinate with Information Technology on the specific technical support needed during COOP activation.

Table 5 describes each of the communication systems that might be used, the department responsible for maintaining the system, and the key personnel responsible for updating and implementing these systems when needed.

**TABLE 5: CITY COMMUNICATIONS SYSTEMS MATRIX**

<b>Communication System Name</b>	<b>System Description</b>	<b>Responsible Department</b>
Landline phones	Office phones used as a primary source of communication.	Communications
Internet Access and associated resources, including email and city website	Access to the internet through City computers and other devices. Messages sent via email and the city website.	IT
Police and Fire Radios	Two-way radios	Police/Fire/Comms.
AlertUs	AlertUs is an internal notification service that provides the City of Concord the ability to notify departments and personnel via computer and mobile phones regarding time-sensitive emergency notifications.	Fire-EM/IT
Everbridge	Everbridge	Communications/Public Affairs and Project Manager
Microsoft Teams	Utilized as a virtual EOC for updates to staff, when a physical EOC is not activated.	Fire-EM

## 2.9 DEVOLUTION OF COMMAND AND CONTROL

Devolution is the transfer of legal and statutory obligations from one entity to another entity at a continuity facility or devolution site. The devolution option may be used when the organization's primary operating facility, alternate site, and/or staff are not available. Devolution requires the transition of roles and responsibilities for performance of essential functions through pre-authorized delegations of authority and responsibility. The authorities are delegated from an organization's primary operating staff to other employees internal or external to the organization in order to sustain essential functions for an extended period. Devolution supports the overall COOP and ensures the continuation of mission essential functions. In this situation, management and leadership responsibility, and mission essential functions will devolve to the designated devolution department or agency.

Various departments have mutual aid agreements and may have inter-local agreements between emergency response agencies, such as law enforcement and fire and rescue services. The City of Concord departments have plans to continue operations through relocation to other City facilities in the event the City's primary locations are incapacitated.

**SECTION 3: RISKS, VULNERABILITIES AND MITIGATION STRATEGIES.**

The [FEMA Continuity Guidance for Non-Federal Governments](#) recommends a risk assessment of the vulnerability of the organization and its essential functions to the identified hazards be completed ([CGC 1 Annex B, Page B-5](#)). The City of Concord’s vulnerability depends on the probability of an event occurring and the impact the event could have on personnel, facilities, infrastructure, operations, and the performance of essential functions.

The Emergency Management Division, Fiscal Year 2017/2018, conducted a quantitative assessment of how each hazard affects the city and critical facilities. A comprehensive vulnerability and risk assessment can be found in the City of Concord Emergency Operations Plan, Basic Plan.

The hazards that pose a threat to the City of Concord include but may not be limited to:

<b>Natural Hazards</b>	<b>Technological Hazards</b>	<b>Human Caused Hazards</b>
Extreme weather	Dam Failure/Inundation	Terrorist Attack
Flooding	Hazardous Materials Incident	Civil Disturbance
Drought	Mass Casualty Incidents	Cyber Attacks
Hurricane	Building Collapse or Explosion	Public Health Emergencies
Wildland/Urban interface fires.	Train or Airplane Crash	
Landslides	Utility Outage	
Earthquake		

The hazard mitigation plan identifies 60 critical facilities for incorporation in the hazard vulnerability and risk analysis. A vulnerability and risk assessment was completed for all facility types, including City-owned utilities. The critical facilities include, eleven fire stations, two government center facilities, one healthcare/hospital facilities, two law enforcement centers, nineteen schools, and 37 utility facilities. In addition, facilities such as hospitals, water treatment plants, and dams provide the ability to protect important services and could cause further harm if damaged.

Creating viable options for managing risks and vulnerabilities is done through deciding on and implementing risk management strategies and actions. Continuity elements related to hazard risk and vulnerabilities include human capital, alternate facilities, interoperable communications equipment and systems, vital records and databases, and other vital equipment and systems.

The actions related to continuity elements include:

To prepare for a continuity event, each department in the city must be prepared to handle four types of emergencies:

- A localized emergency requiring relocation to a continuity site
- A localized emergency requiring no or partial relocation to a continuity site
- A widespread emergency requiring relocation to a continuity site
- A widespread emergency NOT requiring relocation to a continuity site

The indicators for the types of emergencies and corresponding COOP relocation activities are listed below:

1. Localized Emergency Requiring Relocation to Alternate Site

- A city government facility sustained damage
- All other city government facilities are not affected
- The facility is currently closed for normal business activities, but the incident has not affected surrounding buildings, utilities, or transportation systems
- Operations can shift to an alternate COOP location in the City
- Will require continuity of all critical essential functions

2. Widespread Emergency Requiring Relocation to Alternate Site

- A city government facility sustained damage
- The surrounding area is affected
- COOP alternate sites may or may not be available
- Parts of major infrastructures (power, sewage, transportation, etc.) may have sustained damage
- Operations can shift to an alternate location within the jurisdiction or a neighboring jurisdiction
- Will require continuity of all critical essential functions

3. Widespread Emergency **NOT** Requiring Relocation to Alternate Site.

- A city government facility did not sustain damage and remains open
- One or more departments of the city government experiences high levels of employee absenteeism
- COOP operations will be conducted from the primary location
- Will require continuity of all critical essential functions as well as long-term essential functions



## SECTION 4: MULTI-YEAR STRATEGY AND PROGRAM MANAGEMENT

City leadership and the EOC Team will develop standards to help departments and divisions implement the COOP program. While the COOP and annexes serve as the guide during activation and recovery, the COOP program involves the framework for operational decisions to promote COOP planning. It involves making continuity planning a part of day-to-day operations through initiatives like monitoring protection methods for essential records, inventorying critical systems and equipment, implementing cross-training for critical employees, and establishing mutual aid agreements for facilities and personnel, etc. The COOP program ensures that the COOP reflects the current environment and that staff members are prepared to respond during COOP implementation.

### STRATEGY AND PLAN MAINTENANCE

Plan revisions due to changes in the structure, essential functions, or participating departments should be made promptly. Long-term plan maintenance should be carefully planned for, and completed according to an established schedule.

During the development of this plan, Emergency Management identified the following plan maintenance strategies:

- Distributing and communicating the COOP to City departments and divisions
- Allowing departments and divisions to develop and maintain their own COOP annexes, provided that they do not conflict with the City's strategy and maintenance processes
- Ensuring departmental review of the overarching plan and annexes
- Identifying issues that affect the frequency of changes required to the COOP
- Establishing a review cycle

Table 8 provides a guide to the COOP Planning Process for scheduled maintenance and updates of the COOP:

**TABLE 6: PLAN MAINTENANCE STRATEGY**

Activity	Tasks	Frequency	Responsibility
Update and Certify Plan	Review entire plan for accuracy; Incorporate lessons learned and changes in policy and philosophy. Manage distribution.	Every 5 years or as required	Departments/Divisions review annexes. Division of Emergency Management reviews the overarching COOP.
Maintain orders of succession and delegations of authority	Identify current incumbents. Update rosters and contact information.	Annually	Department/Divisions

Maintain Continuity	Check all systems. Verify accessibility. Cycle supplies and equipment as necessary.	Monthly	Department/Divisions
Monitor and maintain essential records program	Monitor volume of materials. Update/remove files	Ongoing	Department/Divisions
Revise COOP implementation Checklist	Update and revise implementation checklist.	Annually	Division of Emergency Management
Update contact information for key personnel	Confirm/update key personnel information.	As changes occur, or no less that quarterly.	Department/Divisions
Orient new Department Directors	Brief Department Directors on existence and concepts of the COOP overarching plan. Brief them on their responsibilities under the COOP overarching plan and each departmental annex.	Within the first 30 days of employment.	City Administration/ Division of Emergency Management
Plan and conduct exercises.	Recommend and coordinate internal COOP exercises.	Annually	Division of Emergency Management

## SECTION 5: TEST, TRAINING, AND EXERCISE

The test, training and exercise program will ensure that department employees are aware of their roles and responsibilities in COOP implementation. Regularly scheduled exercises are critical to ensuring that the COOP can be implemented during an emergency. Exercising is one of the most effective ways to discover and document necessary modifications. The program should contain activities that include build-on training and improve capabilities through a series of tests and exercises.

### 5.1 TRAINING

The following subject matter should be considered for the COOP training program:

- Mission essential functions and operations
- Operational elements of the overarching COOP and departmental annexes
- COOP triggers, activations, and decision-making
- Continuity facilities and resumption of normal operations
- Leadership during a COOP activation
- Safety strategies and policies including proper use of personal protective equipment

#### 5.1.1 NEW PERSONNEL

It is recommended that new personnel working for the City shall receive COOP awareness training within 60 days of the employee's first day of employment. If a new employee is designated as essential, his or her contact information will be updated on the department's internal call list. Each department is responsible for providing job-specific COOP and safety training for all new employees in their department. [FEMAs IS-546.A: Continuity of Operations Awareness Course](#) provides a basic concept of COOP though this should be supplemented by department specific information.

### 5.2 TESTING

Testing validates or identifies needs for correction in specific aspects of a COOPs procedures and processes. Periodic testing also helps ensure that equipment and procedures are maintained in a constant state of readiness.

#### 5.2.1 TESTING SCHEDULE

It is recommended that testing and exercise plans provide for the following elements:

- Testing staff to ensure their ability to perform mission essential functions.
- Periodically testing alert and notification procedures and systems for all types of emergencies.

### 5.3 EXERCISES

Exercises will realistically simulate an emergency so that individuals, departments, and divisions can demonstrate the fulfillment of tasks expected of them in a real incident. Exercises promote overall preparedness, validate plans, policies, procedures, and systems; determine

effectiveness of command, control, and communication functions; and evaluate preparation for incident scene activities.

#### 5.3.1 AFTER ACTION REPORT

The evaluation of exercises or actual incidents will identify areas for improvement and provide recommendations to enhance local government preparedness. Following the exercise or actual incident, a comprehensive debriefing and after action report will be completed. The Division Chief of Emergency Management, or a designee, will be responsible for coordinating the debriefing and developing the after action report. The AAR will be drafted and distributed to all involved for comments and feedback, prior to finalization.

## GLOSSARY

### ACRONYMS

<b>COOP</b>	Continuity of Operations
<b>CGC</b>	Continuity Guidance Circular
<b>EOC</b>	Emergency Operations Center
<b>FEMA</b>	Federal Emergency Management Agency
<b>FOUO</b>	For Official Use Only
<b>IMT</b>	Incident Management Team
<b>IT</b>	Information Technology
<b>LAN</b>	Local Area Network
<b>NIMS</b>	National Incident Management System
<b>RTO</b>	Recovery Time Objective

### DEFINITIONS

<b>Activation</b>	When all or a portion of the COOP has been implemented.
<b>COOP</b>	Acronym for Continuity of Operations Plan which is plan to ensure the continuance of essential functions and services and the resumption of time-sensitive operations in the event of an emergency or disaster.
<b>Continuity of Operations</b>	The activities of individual units and agencies and their subcomponents to ensure that their mission essential functions are continued under all circumstances. This includes plans and procedures that delineate mission essential functions; specify orders of succession and delegations of authority; provide for the safekeeping of vital files, records, and databases; identify continuity facilities; provide for interoperable communications; and validate the plan through tests, training, and exercises.
<b>COOP Administrator</b>	Responsible for approving overall policy directions, guidance, and objectives for COOP planning and activation. This position is fulfilled by the City Manager.
<b>COOP Coordinator</b>	May be responsible for overall recovery of a department. This person also provides overall project management to ensure the quality and timely delivery of the business impact analysis, vulnerability/risk analysis, and BCP.
<b>COOP Critical Personnel</b>	Personnel designated by their department as critical to the resumption of mission essential functions and services.
<b>Command and/or Control Center</b>	A centrally located facility with adequate phone lines to begin recovery operations. Typically, it is a temporary facility used by the management team to begin coordinating the recovery process and is used until the continuity facilities are functional.

<b>Communications Failure</b>	An unplanned interruption in electronic communication between a terminal and a computer processor or between processors because of a failure of any hardware, software, or telecommunications components comprising the link. See also: network outage.
<b>Communications Recovery</b>	The component of disaster recovery that deals with restoring or rerouting a department's telecommunications network or its components. Similar terms: telecommunications recovery, data communications recovery.
<b>Continuity Facility</b>	A facility, other than the primary facility, used to process data and/or conduct mission essential functions in the event of a disaster. Similar terms: alternate processing facility, alternate facility, and alternate communication facility.
<b>Crisis Assessment Team</b>	A team developed to conduct an initial analysis of the situation to determine if the COOP or a departmental COOP annex will be activated.
<b>Critical Equipment</b>	Includes specific equipment required to reestablish a mission essential function.
<b>Damage Assessment</b>	The process of assessing damage to computer hardware, vital records, facilities, etc., and determining what can be salvaged or restored and what must be replaced following a disaster.
<b>Delegations of Authority</b>	Specifies who is authorized to act on behalf of the department head and other COOP critical officials for specific purposes.
<b>Department Backup Personnel</b>	A list of alternate personnel who can fill a position when the primary person is unavailable.
<b>Disaster</b>	An incident that renders a department unable to provide critical business functions. Similar terms: business interruption, outage, and catastrophe.
<b>Emergency Preparedness</b>	The discipline that ensures an organization's readiness to respond to an emergency in a coordinated, timely, and effective manner.
<b>Essential Records and Databases</b>	Files, records, or databases that, if damaged or destroyed, would cause considerable inconvenience and/or require replacement or re-creation at considerable expense. For legal, regulatory, or operational reasons, these records cannot be irretrievably lost damaged without materially impairing the department's ability to maintain mission essential functions.
<b>Facilities</b>	A location containing the equipment, supplies, and voice and data communication lines to conduct transactions required to conduct business under normal conditions. Similar terms: primary site, primary processing facility, and primary operating facility.

<b>File Backup</b>	The practice of copying a file stored on disk or tape to another disk or tape. This is done for protection in case the active file gets damaged.
<b>File Recovery</b>	The restoration of computer files using backup copies
<b>File Server</b>	The central repository of shared files and applications in a computer network.
<b>Incident Management Team</b>	A team of municipal management level staff for management of expanded incidents. The IMT helps to manage incidents requiring a significant number of local or mutual aid resources. They also assist with the emergency planning for the City. This would replace the defunct emergency planning committee.
<b>Internal Call List</b>	Standard format for an emergency call tree for employees within the scope of the project.
<b>Interruption</b>	An outage caused by the failure of one or more communications links with entities outside of the primary location.
<b>Key Personnel</b>	Personnel designated by their department as critical to the resumption of mission essential functions and services.
<b>Local Area Network</b>	Computing equipment, in proximity to each other, connected to a server that houses software that can be accessed by the users. This method does not use a public carrier. See also: WAN.
<b>Local Area Network Recovery</b>	The component of disaster recovery that deals specifically with replacing equipment and restoring essential data and software following a disaster. Similar terms: client/server recovery.
<b>Logistics Manager</b>	Staff member who has the skills and authority to coordinate the provision of resources and services during an incident.
<b>Mission Essential Functions</b>	Activities, processes, or functions that could not be interrupted or unavailable for several days without significantly jeopardizing the operation of the department.
<b>Mutual Aid Agreements</b>	A signed agreement to provide a service, which includes the method of performance, the fees, the duration, the services provided, and the extent of security and confidentiality maintained.
<b>National Incident Management System</b>	Provides a consistent nationwide template to enable federal, state, local, tribal governments, private sector, and nongovernmental organizations to work together effectively and efficiently to prepare for, prevent, respond to, and recover from domestic incidents, regardless of cause, size, or complexity.
<b>Network Outage</b>	An interruption in system availability because of a communication failure affecting a network of computer terminals, processors, or workstations.

<b>Non-mission Essential Function/Data</b>	Business activities or information, which could be interrupted or unavailable indefinitely without significantly jeopardizing a department's mission essential functions
<b>Nonessential Records</b>	Records or documents that, if irretrievably lost or damaged, will not materially impair the department's ability to conduct business.
<b>Off-Site Storage Facility</b>	A secure location, remote from the primary location, at which backup hardware, software, data files, documents, equipment, or supplies are stored.
<b>Orders of Succession</b>	Identifying alternates for senior and other key positions during an emergency in the event any of those officials are unavailable to execute their legal and/or essential duties.
<b>Reconstitution Manager</b>	Appointed based on nature and type of emergency. Reports to COOP Administrator.
<b>Record Retention</b>	Storing historical documentation for a set period, usually mandated by state and federal law or the Internal Revenue Service.
<b>Recovery</b>	Includes all types of emergency actions dedicated to the continued protection of the public or to promoting the resumption of normal activities in the affected area.
<b>Recovery Strategies</b>	Alternative operating method (platform location, etc.) for facilities and system operations in the event of a disaster.
<b>Recovery Time Objective</b>	The period of time that a function can be suspended before its impact on the department is unacceptable
<b>Repository</b>	A storage place for object models, interfaces, documents and files.
<b>Response</b>	Those activities and programs designed to address the immediate and short-term effects of the onset of an emergency or disaster.
<b>Risk</b>	An ongoing or impending concern that has a significant probability of adversely affecting a department's ability to maintain mission essential functions.
<b>Risk Assessment/Analysis</b>	The process of identifying and minimizing the exposures to certain threats that a department may experience. Similar terms: risk assessment, impact assessment, corporate loss analysis, risk identification, exposure.
<b>Risk Management</b>	The discipline that ensures that a department does not assume an unacceptable level of risk
<b>Vulnerability</b>	The susceptibility of a department to a hazard. The degree of vulnerability to a hazard depends upon the risk of the hazard occurring and potential consequences.



## APPENDIX A: AUTHORITIES AND REFERENCES

The COOP acknowledges documents that provide legal authority for the plan and briefly summarize the scope and limitations of that authority.

### AUTHORITIES

- Homeland Security Act of 2002 (6 U.S.C § 101 *et seq.*), November 25, 2002
- Executive Order 12472, *Assignment of National Security and Emergency Preparedness Telecommunications Functions*, April 3, 1984, as amended
- Executive Order 12656, *Assignment of Emergency Preparedness Responsibilities*, November 18, 1988, as amended
- National Security and Homeland Security Presidential Directives 20 and 51
- Presidential Decision Directive 67, *Ensuring Constitutional Government and Continuity of Government Operations*, October, 1998
- Federal Continuity Directive 1, *Federal Executive Branch National Continuity Program and Requirements*, February, 2008
- Chapter 162B Continuity of Government in Emergency; North Carolina General Statutes.

### REFERENCES

- National Continuity Policy Implementation Plan, dated August 2007
- Federal Emergency Management Agency (FEMA) Continuity Guidance for Non-Federal Entities (States, Territories, Tribal, and Local Government Jurisdictions), July 2010
- FEMA Continuity Plan Template and Instructions for Non-Federal Governments, September 2013.
- FEMA Continuity Guidance Circular 1 (CGC 1), Continuity Guidance for Non-Federal Governments (States, Territories, Tribes, and Local Government Jurisdictions), FEMA, July 2013
- FEMA Continuity Guidance Circular 2 (CGC 2) Continuity Guidance for Non-Federal Governments: Mission Essential Functions Identification Process (States, Territories, Tribes, and Local Government Jurisdictions), October 2013
- 36 Code of Federal Regulations, Part 1234, Electronic Records Management, Part 1236 Management of Vital Records
- National Incident Management System (NIMS), December 2008
- National Fire Protection Association (NFPA) 1600 Standard on Disaster/Emergency Management and Business Continuity Programs, 2013 Edition

### LOCAL COOP AUTHORITIES

- City of Concord Emergency Operations Plan
- Cabarrus, Stanly, and Union Regional Mitigation Plan

APPENDIX B: CITY MISSION ESSENTIAL FUNCTIONS

Department	Mission Essential Function	Mission Essential Function Description
<b>Tier I (Recovery time objective: 0-12 hours, &lt;24 hours)</b>		
City Administration – All Divisions	Communication with partners and the community.	All Divisions maintain communication with partners and community about the various needs of the community
City Administration – CM	Manage Council and Executive Staff	City Manager maintains oversight, coordination, and communication with Council and Executive Staff
City Administration – CM, Clerk	Send meeting notice, set-up, and record and complete minutes for emergency meetings.	Provide logistics, setup, video, minutes, etc. CM sets Council meeting agendas with Mayor
City Administration – Mayor	Coordinate and conduct emergency Council meeting(s).	Organize and convene Council emergency meeting(s)
City Administration – Division Chief of Emergency Management	EOC	Set-up and arrange staffing for EOC.  Comply with and answer urgent questions regarding MOUs
City Administration	Staffing	Coordinate with EOC and essential response departments to provide adequate staffing for event response and essential City operations.

Finance	Customer Service	Customer Service provides timely and quality customer service with partners and community
Finance – Budget	Assess Cash Flow	Ensure that adequate liquid funds will be available to meet needs
Finance – Payroll and Benefits	Process Payroll	Process employee time and issue paychecks/ACH deposits (depending on when event occurs)
Finance – Purchasing Division,	Critical A/P Payment Processing	Process payments (depending on when event occurs)

Accounts Payable Section		
Finance – Revenue Division, Water Billing Section	Read Meters – Process Starts/Stops of Water Service	Read Meters/process starts and stops of water service
Finance – Purchasing Division, Warehouse Section	Operate the Main Warehouse	Issue supplies to potential depts. impacted

Fire – Operations	Response Capabilities	Logistic Support/Personnel
Fire – Operations	Facilities	Safety/Security/ Generators
Fire – Operations	Response Capabilities	Additional Logistical Support

Police – Code Enforcement	Inspect vital City buildings for damage	Assess habitability; condemn uninhabitable space
Police– Code Enforcement	Inspect other City buildings for damage	Assess habitability; condemn uninhabitable space
Buildings and Grounds– Facilities	Power/Generator (Generator/Fuel) <4 hrs.	Verify fuel level for backup generators.
Police – Main Communication	Field Services/ Dispatch	Radio/Telephone/911
Police – Field Services/Patrol	Police – Public Safety/Emergency Response/Civil Unrest/Protection/Traffic Safety	Uniform Patrol for emergency response and calls for service
Police – Special Services/Investigation	Police – Criminal Investigations	Investigate serious crime, Intelligence
Police – IT	Police – IT Department Technology	Daily maintenance of department technology Infrastructure.

Human Resources	Consultation and Compliance	Comply with and answer urgent questions Employment laws, regulations, and policies.
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		Maintain and process emergency employment transactions and other essential/required records.
Human Resources	Mediation and Conflict Resolution	Assist managers handling urgent personnel-related matters and resolve conflicts, deal with emergencies.
HR – Risk Management	Insurance Implementation	Notify and coordinate with carriers to initiate claims process.
HR – Risk Management	ADA Compliance	Respond as necessary to ADA requests or complaints related to event or related to any City services or programs.
HR – Risk Management	Injury Response	Report employee injuries within 24 hours of incident and mandatory reporting to OSHA within 8 hours of serious injuries.
HR – Risk Management	Safety & Claims	Coordinate with Liability Claims contact and Prepare response plan relevant to incident. Develop Safety Plan.

IT Operations	Verify network connectivity is available	Determine if network connectivity is available. Check city fiber (w/ Communications)/site-to-site connectivity, Internet circuit(s).
IT Operations	Domain Connectivity	Check physical DC's and fileshare servers are online at CH and BOC.
IT Operations	Server infrastructure operational status	Check virtual server infrastructure and status within vCenter.
IT Operations	Ensure phone, voicemail & phone conferencing is working	In conjunction with Communications, bring up phone switches and voicemail servers and conferencing appliance at available locations
IT Operations	Avigilon Door System	Current Vendor: Leffler Ensure door system is operational; servers, network, door panels by floor/building.
IT Operations	Internet Connectivity	Cutover to available Internet connection.
IT Operations	Ensure VPN appliance is working	Ensure VPN appliance is available and working for remote workers
IT Operations	GIS availability	Ensure COCGIS1, GIS1DB, GISMONITOR, GISPORTAL, COCGIS4A, COCGIS4B are up and running, all needed services are running.

Buildings and Grounds	Damage Investigation	City Buildings
Engineering	Damage Investigation	Assist Buildings and Grounds

Buildings and Grounds	Debris Removal-Clear parks and greenways	Inform Parks and Rec. as to needed closures.
Buildings and Grounds	Mitigate damage to facilities	Do first assessment and report to Management any known issues.
Parks & Rec. – Building, Parks & Greenways Assessment	First Assessment of buildings to report conditions and assist with any evacuations	Report to Buildings and Grounds any issues to help with assessment of structure. Report to Management for closure.

Electric Utilities	Inspect Electrical systems	Stations, sub-stations, delivery system.
Engineering	Assist with inspection of buildings, dams, other infrastructure	
Fleet	Vehicle Supply	Maintain fleet.
Fleet	Fuel Supply	Maintain municipal fuel supply.
Streets	Clear Street Debris	Maintain flow of traffic, signals.

Transit Operations	Restore regular service (or as much as possible)	Restore regular bus route and paratransit service based on conditions.
Transit Operations	Bus Operators	Determine staff availability to achieve service restoration. Create staffing plan based on available personnel.
Transit Operations	Fuel and Maintenance	Ensure sufficient fuel is available and that maintenance is available to perform repairs.

Transit Operations	Communication network	Ensure communication tools are available, such as radios and phones.
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Department	Mission Essential Function	Mission Essential Function Description
<b>Tier I (Recovery time objective: 24 – 72 hrs.)</b>		
City Administration – CM	Decision-maker	<input type="checkbox"/> Contracts <100k <input type="checkbox"/> Budget modifications <input type="checkbox"/> FEMA <input type="checkbox"/> Personnel and appointments <input type="checkbox"/> Franchises (i.e. refuse services)
City Administration – CM, Clerk	Continued coordination of Council meetings and legislative process; Brown Act compliance	Organize and convene Council meeting(s); submit legislative actions to appropriate agencies; provide public/press access to meetings/actions
City Administration – Council	Decision-maker	Policy <input type="checkbox"/> Contracts 100k+ <input type="checkbox"/> Budget appropriations <input type="checkbox"/> Spokesperson (Mayor only)
City Administration – Clerk	Records Management	Maintain and preserve city records, and respond to Public Records Act requests
City Administration – CE	Community Advisory Board (CAB), community grants, coordinate volunteers	Council appointed community advisory board focused on building and strengthening relationships with residents, including administering annual \$1,000 community enhancement grants; collaborate with Rec & Parks to coordinate community volunteers
City Administration – CM	Board/Task Force support	Provide support for meeting(s) including logistics, setup, video, minutes, etc.
City Administration	Meeting Facilitation	Facilitate community meetings between City staff and residents as needed.

Police	Parking Enforcement	Enforce parking and restricted parking areas
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Police – Code Enforcement	Assist with inspection of private buildings, houses, etc for damage	Assess habitability; condemn uninhabitable units
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Finance – Accounts Receivable	Parking Administration	Parking payments
Finance -	Cash Collection	
Finance	Billing	Process municipal service bills (ex. Water, electric...)

Fire – Administration	Operations Support	Support ongoing Operations and Prevention field missions
Fire – Prevention	Response Capabilities	Power/IT/Comms/Logs Support
Fire – Inspections	Building Inspections	Code enforcement and Fire Department inspection of buildings

Solid Waste	Debris Collection	Ensure access for waste or debris collection from city facilities
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Housing	Inspection of housing units for clients	Assess habitability; condemn uninhabitable units
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Human Resources	Staffing	Maintain coordination with EOC, Payroll and City departments to ensure adequate staffing including recruitment and onboarding of temporary help, and compliance with employment laws and regulations, as other departments come on-line with normal business.
Human Resources	Consultation and Compliance	Prioritize, advise, and assist managers handling normal personnel-related matters and resolving conflicts. Assist employees dealing with emergencies. Maintain position control, personnel files, employment transactions and other routine records as possible. Respond to PRAs and time-critical requests from other agencies as required by law. Administer leaves.
Human Resources	Drug Testing	Schedule mandatory drug testing and results for safety sensitive positions and post-accident testing.

Department	Mission Essential Function	Mission Essential Function Description
<b>Tier I (Recovery time objective: 1wk – 30 days)</b>		

City Administration – Clerk	Boards and Commissions compliance	Conduct recruitments for Board, Commission and Committee vacancies
City Administration – Council	Advisory board and commission appointments, Administer oaths and affirmations	Council appointments to boards and commissions (i.e. Planning Commission, etc.)
City Administration – CM	Manage Council goal implementation	Coordinate and implement department response to Council goals and objectives

Finance – all divisions	All Remaining Finance Functions	All Remaining Finance Functions
-------------------------	---------------------------------	---------------------------------

Housing	Reporting	Submittal of reports required by other agencies (Federal Government)
---------	-----------	--

Parks and Recreation	Open offices for public participation and registration	Get all operations up and running
Parks and Recreation	Full operation	Back doing regular work duties
Buildings and Grounds	Confirm buildings are safe and functional and parks are safe to open.	Resume regular work responsibilities.

Electrical	Install/Maintain temporary systems	Stations, substations, distribution system
Engineering	Contracts/Inspection	Design/Build Damaged structures
Fleet	Maintain Fleet	Maintain fleet
Streets	Re-open closed routes	Remove temporary detours



**APPENDIX C: CONTINUITY OF OPERATIONS PLANNING LEADS**  
**TABLE C-1 COOP KEY POSITIONS ADMINISTRATOR**

<b>COOP Administrator</b>	
City Administration	Position: City Manager
<b>COOP Coordinator</b>	
Emergency Management	Position: Division Chief of Emergency Management

**TABLE C-2 COOP DEPARTMENT LEADS AND ALTERNATES**

<b>Department</b>	<b>COOP Lead</b>	<b>COOP Alternate</b>
City Administration	City Manager	Assistant City Manager(s)
Airport	Aviation Director	Deputy Director
Buildings and Ground	B&G Director	Deputy Director
Planning and Development	Planning Director	Deputy Planning Director
CMO	City Clerk	Public Affairs and Projects Manager
City Attorney	City Attorney	Deputy City Attorney
Communications	Communications Director	Communications Center Manager
Electric Utilities	Electric Director	Electric Systems Manager
Engineering	Engineering Director	Deputy Director
Finance Department	Finance Director	Deputy Director
Fire Department	Fire Chief	Deputy Chief-Operations
Fleet Services	Fleet Director	Services Manager
Housing	Housing Director	Housing Manager
Human Resources	HR Director	Deputy Director
Information Technology	IT Director	Infrastructure and Network Manager
Parks and Recreation	Parks and Rec. Director	Deputy Director
Police	Police Chief	Deputy Chief
Transportation/Streets	Transportation Director	Deputy Director
Transit	Transit Manager	Operations and Training Manager
Solid Waste	Solid Waste Director	Deputy Director
Water Resources	Water Resources Director	Deputy Director

## APPENDIX D: CONTINUITY FACILITY MATRIX

The City of Concord Continuity Facility Matrix presents the continuity facilities identified by department representatives in the event the primary facility for the department has been damaged or rendered unusable. However, depending on circumstances and the degree to which primary and continuity facilities are impacted, the listed continuity facilities may not be available or suitable for use in that capacity. In those circumstances, department leadership and COOP Planning Leads or Alternates must exercise sound judgment in determining where to relocate departments.

**TABLE D-1 CONTINUITY FACILITY MATRIX**

<b>Department</b>	<b>Primary Location</b>	<b>Continuity Location 1</b>	<b>Continuity Location 2</b>
City Manager's Office	City Hall	Alfred M. Brown Center	Concord Fire Station #3
City Attorney's Office	City Hall	Operating remotely from an alternate location	N/A
Emergency Management (EOC)	Concord Fire Station #3	Ella Mae. P Small ESOC Conference Rooms	City Hall
Customer Care Center	City Hall	Concord Fire Station #3	Alfred M. Brown Center
Finance Department	City Hall	Alfred M. Brown Center	Operating remotely from an alternate location
Fire Department Administration	Concord Fire Station #3	City Hall	Alfred M. Brown Center
Police Department	Police Headquarters	David District Office	Baker District Office
Concord 911-Communications Center	Concord Fire Station #3	Concord Police Department Headquarters	Mobile Command Unit

## APPENDIX E:

## CONTINUITY OF OPERATIONS PLAN ACTIVATION JOB AID

During a disruption to City operations, department leadership and COOP Planning Leads or Alternates will guide key personnel and staff while they activate the COOP. The COOP activation job aid is designed to facilitate a smooth transition through activation and relocation, continuity operations, and reconstitution. While reconstitution tasks are listed after continuity operations tasks in the job aid, it is generally understood that continuity operations and reconstitution tasks will be performed concurrently.

TABLE E-1 COOP PLANNING LEADS/ALTERNATES JOB AID

Item	Task	Task Assigned to	Date time Completed
1.	Contact emergency responders (fire, police, emergency medical services) if necessary.		
2.	Conduct evacuation of City facilities, if necessary.		
3.	Conduct accountability of personnel and visitors.		
4.	Implement safety measures.		
5.	Contact maintenance manager to disconnect utilities and power to the building to limit further damage.		
6.	Direct and assist emergency personnel as required.		
7.	Activate COOP.		
8.	Notify City personnel.		
9.	Hold response meeting at pre-determined site or via phone. Utilize alternate communication equipment if telecommunications infrastructure is unavailable.		
10.	Coordinate relocation procedures in coordination.		
11.	Notify external stakeholders of COOP activation.		
12.	Assemble supporting elements required for reestablishing and performing mission essential functions at continuity facility:		

Item	Task	Task Assigned to	Date time Completed
	<ul style="list-style-type: none"> <li>• Essential records and databases</li> <li>• Critical software</li> <li>• Key personnel</li> <li>• Critical equipment</li> </ul>		
13.	Prepare designated communications and other equipment for relocation.		
14.	Take appropriate preventive measures to protect other communications and equipment that will not be relocated.		
15.	Ensure computer connectivity and phone line transfers to the designated continuity facility.		
16.	Ensure drive-away kits are complete and ready for transfer.		
17.	Key personnel begin moving to the continuity facility.		
18.	Coordinate public information release regarding COOP activation with the Public Information Officer.		
19.	Coordinate with the Finance Department/Emergency Management to track all expenses and resources related to the emergency.		
20.	Conduct accountability of personnel.		
21.	Organize key personnel and account for backup personnel.		
22.	Arrange for: <ul style="list-style-type: none"> <li>• On-site telephone (Comms.)</li> <li>• E-mail and phone directory (IT)</li> </ul>		
23.	Occupy workspace: <ul style="list-style-type: none"> <li>• Stow equipment.</li> <li>• Set up vital files, records, and databases.</li> <li>• Test phone, fax, e-mail, and other communications. Establish communications with essential support elements and department elements.</li> </ul>		

Item	Task	Task Assigned to	Date time Completed
24.	Determine which mission essential functions have been affected.		
25.	Prioritize mission essential functions for restoration.		
26.	If needed, implement orders of succession and delegations of authority.		
27.	Ensure that all critical equipment, critical software, and vital files, records, and databases are available at continuity facility.		
28.	Coordinate procurement of additional equipment, as needed.		
29.	Begin performing mission essential functions.		
30.	Coordinate public information release on the status of COOP implementation with the Public Information Officer.		
31.	Track status and restoration efforts of all mission essential functions.		
32.	Begin redeployment plans for phasing down continuity facility operations.		

<b>Reconstitution</b>			
Item	Task	Task Assigned to	Date time Completed
33.	Inform all personnel that the emergency or threat no longer exists.		
34.	Communicate with departments about response reentry actions.		
35.	Resume normal operations.		
36.	Inventory and salvage usable equipment, materials, records, and supplies from damaged facility.		

37.	Document any damaged or lost equipment and records.		
38.	Survey condition of primary locations and determine feasibility of salvaging, restoring, or returning to original facilities when emergency subsides or is terminated.		
39.	Develop long-term reconstitution and recovery plans.		
40.	Continue to track status and restoration efforts of all mission essential functions.		
41.	Transition all functions, personnel, and equipment from continuity facility to designated permanent location.		
42.	Track COOP activation-related costs for possible federal reimbursement.		
43.	Determine loss of inventory for insurance report.		
44.	Coordinate public information release on the status of reconstitution efforts with the Public Information Officer.		
45.	Conduct an after-action review of the effectiveness of the COOP and identify areas for improvement.		
46.	Develop a corrective action plan and remedial action plan.		
47.	Request reimbursement through public assistance.		

## APPENDIX F: COOP RELOCATION CHECKLIST

As the department leadership and COOP Planning Leads or Alternates prepare to relocate key personnel, the following procedures will provide guidance to successfully maintain mission essential functions at a continuity facility.

TABLE F-1: COOP RELOCATION CHECKLIST

Item	Task	Task Assigned to	Date time Completed
1.	Designate a relocation manager(s) and prepare relocation checklist in support of the COOP.		
2.	Identify areas where outside support will be required in relocation operations; activate memoranda of understanding, vendor contacts, and other agreements as necessary to ensure site support.		
3.	Assemble necessary documents and equipment required to continue mission essential functions at the continuity facility.		
4.	Order additional resources (including equipment and office supplies) that are not in place or readily available.		
5.	Continue mission essential functions at the primary location, if available, until the continuity facility is operational.		
6.	Support the orderly transition of all mission essential functions, personnel, equipment, and vital records from the primary location to the continuity facility.		
7.	Identify mission essential functions that can be delayed or postponed if the COOP is implemented.		

<b>Item</b>	<b>Task</b>	<b>Task Assigned to</b>	<b>Date time Completed</b>
8.	Provide for the proper storage of backup copies of essential records and other pre-positioned resources and assets.		
9.	Designate available staff to assist arriving key personnel.		
10.	Conduct COOP training for all key personnel arriving at the continuity facility.		
11.	Support the orderly transition of all mission essential functions, personnel, equipment, and vital records from the continuity facility to the primary location.		

## CITY OF CONCORD FACILITY SPACE LIST

### CONFERENCE ROOMS

<b>Location</b>	<b>Room Name</b>	<b>Occupancy</b>
City Hall	444	98
City Hall	431	16
City Hall	423	20
City Hall	Council Chambers	219
City Hall	335	18
City Hall	330	50
City Hall	327	18
City Hall	249	10
City Hall	250	10
City Hall	222	29
City Hall	129	18
Alfred M. Brown Operations Center	BOC Ready Room-with tables and chairs	234
Alfred M. Brown Operations Center	BOC Conference Room B	7
Alfred M. Brown Operations Center	BOC Conference Room C-with tables and chairs	37
Alfred M. Brown Operations Center	BOC Water Conference Room	12
Alfred M. Brown Operations Center	BOC Engineering Conference Room	8
Alfred M. Brown Operations Center	BOC B&G Conference Room	10



## APPENDIX G:

# EMERGENCY TELEWORK POLICY

## PURPOSE

To establish a general policy that will enable City of Concord Departments to include in their emergency operations plans, the ability for certain employees to work from home during a period of emergency, in order to allow the departments to continue to provide essential and critical services to the citizens of Concord. This policy does not relate to periodic or routine Department Director approved telework.

## SCOPE

This directive applies to employees in all departments under the City's jurisdiction. This policy shall be applicable to all emergencies, as part of the three-scenario planning concept, including but not limited to natural and man-made disasters and pandemic influenza. Because the response to an emergency will be event driven, this policy provides general guidance only, and departments can expect more specific guidance and direction through additional Management Directives and Executive Orders during actual periods of emergency.

## OBJECTIVE

To define and establish general standards for determining the circumstances under which working from home will be incorporated into each department's Continuity of Operations Plan (COOP).

## DEFINITIONS

- a. **Critical business functions.** Those functions, stated or implied, that must be performed during or after a period of emergency either because they are required by statute, regulation or executive order or are otherwise necessary to provide vital services, exercise civil authority, maintain the safety and wellbeing of the general populace, and sustain critical support to the citizens of Concord and other municipal departments.
- b. **Three-Scenario Planning Concept.** Each Department's COOP must address each of the following scenarios:
  - (1) The single building scenario assumes that only one building is affected, for either a short (hours or days) or long term (weeks or longer) period. If an agency is housed in multiple buildings in one geographic area, e.g. Brown Operations Center then the single building event would likely only affect a portion of all critical business functions. Displacement is relatively minor and there is minimal impact to interdependencies among departments;

- (2) The catastrophic scenario assumes massive displacement of the Department as well as many others, e.g. the City Hall, with substantial degradation to interdependent resources and systems;
  - (3) The pandemic scenario assumes that there is a wide-spread illness related disruption of the workforce that is indiscriminate as far as impact, and that infrastructure is affected only to the extent that systems require maintenance and/or operation by a severely depleted workforce. A pandemic event may last for months and may require on-going critical function evaluation. For example, a function that is not critical in the beginning of the pandemic may become critical later.
- c. **Alternative Work Site.** An alternative worksite(s) selected by a Department to be used when the primary worksite is not available. The alternative worksite may not accommodate all employees from the regular work location. Depending on the event, a Department may have several alternative sites including public sites with internet connections such as libraries or computer enabled training facilities. An alternative work site may include the employee's home.
  - d. **Emergency or Period of Emergency.** Any natural or man-made disaster or pandemic illness event that causes an interruption in normal work practices.
  - e. **Social Distancing Management.** Taking measures to slow the spread of pandemic influenza by limiting the opportunities for exposure to the virus.
  - f. **Telework.** For the purpose of this directive, means working from home or an alternative work site when an employee's primary work location is inaccessible or the employee is not able to be located in the department's alternative work location due to an emergency. A pandemic scenario may require certain employees to work from an alternative site to achieve social distancing management, if able to do so. A catastrophic scenario may require certain employees to work from home or an alternative location if able to do so, in order to reduce the amount of space the City needs to use as alternative work sites for multiple departments.

## TECHNOLOGY

There are different levels of technology available to enable working from an alternative worksite. Technologies range from cell phones or MiFi-level hotspots, personal or public ISP services, and Virtual Private Networks (VPN). Each of these technologies has a cost associated with it both in dollars and system resources. Department owned "MiFi hot spots" may be issued to employees that are identified to work an alternative worksite, during an emergency situation. It is very important that each Department match the available technology with necessary requirements for an alternative work location or the functions an employee will be expected to perform at an alternative worksite.

- a) Each Department, as part of its Continuity of Operations Plan (COOP), is to identify its critical business functions and the methods in which those critical business functions will be accomplished during periods of emergency. The Department COOP is to address how it will provide critical services under the three-scenario concept. This should include identifying which employees, essential to continuing critical operations and disaster recovery, will report to an alternative work location and which will work

- from home. Not all employees will be involved in initial emergency operations or initial recovery efforts and not all employees will be able to perform work from home.
- b) The employee is required to follow standard procedures regarding reporting any accident or injury at their alternative work site.
  - c) Pursuant to this policy the City will not establish home offices, nor provide permanent installation of computers or other technological equipment for a home office for employees who do not already have this as part of their employment structure.
  - d) This policy does not permit employees to work from alternative worksites during non-emergency periods, except for the purposes of training, testing and/or exercising the Department's COOP. Please reference your Department or the City's policy for non-emergency telework guidelines.

## RESPONSIBILITIES

- a. Human Resources shall:
  1. Establish specific City-wide policies regarding workforce management during periods of teleworking, including communications, supervision and accountability as needed. (See Appendix A).
  2. Answer agency questions concerning the application of this management directive.
- b. Departments shall:
  1. Develop a COOP using the three-scenario concept which may include certain employees performing work supporting critical business functions from the employees' alternative worksites.
  2. Regularly review its COOP, including the ability to perform those critical business functions at an alternative worksites.
  3. Provide aggregate information to the Contractor for Information Technology about the total number of employees who could be expected to work from home in an emergency, so that the City is able to assess the total demand for remote network capability and address any shortfall.
  4. The Department Director or designee shall consult with the City Manager's Office and Emergency Management to determine when an emergency exists that will activate the working from alternative worksite provisions of this policy.
  5. Regularly review its COOP, including the ability to perform those critical business functions at an alternative worksite.
  6. The Department Director or designee shall provide specific information regarding the activation of the working from alternative worksite provisions of this policy to the City Manager's Office as soon as possible.
  7. Each Department shall establish a training plan and conduct periodic exercises to identify issues and assess effectiveness of working from alternative worksites including the homes of identified employees.

Employees Shall:

1. Adhere to the requirements of all applicable policies and procedures regarding the use of technology, including policy 8.13 “Computer Network, Email, and Internet Access”, regardless of where they are conducting City business.
2. Adhere to all applicable City policies and procedures, related to, safety, security, confidentiality, use of City equipment, and standards of conduct, when conducting City business.
3. Complete the “Employee Emergency Teleworking Agreement”, Appendix H, prior to working remotely.

## APPENDIX H:

**EMPLOYEE EMERGENCY TELEWORK AGREEMENT****1. TELEWORKING**

- Under this policy, teleworking is to be used only when the normal worksite is not available or accessible during emergencies or to achieve a social distancing management methodology.
- An employee must have the pre-approval of their Department Director or designee, prior to working from an alternative worksite.
- When working from home or an alternative worksite:
  - It is the responsibility of the employee to ensure that all the requirements to do official work are met in an environment that allows the tasks to be performed safely and efficiently.
  - The City is not responsible for any costs that are associated with the maintenance, insurance, and utilities at the employee's alternative work site.

**2. TIME AND ATTENDANCE, WORK PERFORMANCE AND OVERTIME**

- Time spent working at an approved alternative worksite must be accounted for and reported in the same manner as if the employee reported for duty at their normal work location.
- The employee is required to satisfactorily complete all assigned work, according to established standards and guidelines.
- The employee is required to follow normal department procedures regarding the requesting and approval of overtime, compensatory time and leave.
- If an employee is unable to make it to work due to illness, becomes ill while at work or has had close contact with a contagious person, he/she should notify their supervisor immediately. Any time away from work due to illness, will have to be covered by using sick time, vacation time or comp time.
- Medical documentation will not be required when requesting time away from work due to medical issues related to a pandemic. However, employees should be symptom free for 24 hours before returning to work. Also, medical leave requests due to issues related to a pandemic will not require processing under FMLA or ADA. Please note that all previously approved FMLA/ADA designations or medical leave requests not related to a pandemic, will continue to follow the City's standard procedure.
- If the coworker has exhausted their leave time, the time away from work can be made up within the same payroll period—at the discretion of the Department Director. Please note that make up time worked will not be paid at an overtime rate. In cases when all paid leave has been exhausted and make up time is not feasible; the employee can request shared sick leave donation for additional sick time away from work.

- In the event that shared leave is not available (for sick time only) and/or annual vacation leave has been exhausted, employees can “borrow” leave time from themselves and replenish that “borrowed” time when they have returned to work. Please note that in this scenario, once the employee returns to work, no leave time will be approved until their “borrowed” time has been replenished.

**3. SECURITY AND EQUIPMENT**

- The employee is required to abide by policy 8.13 “Computer Network, Email, and Internet Access”, regardless of where they are conducting City business.
- The employee is responsible for the security of all official data, and protection of any City-furnished equipment and property, in carrying out duties at their alternative worksite.
- City-furnished equipment must only be used for official duties, and may not be used by non-City employees.
- The Department is responsible for the maintenance of all City-furnished equipment. The employee may be required to bring such equipment into the office for periodic maintenance. The employee must return all City-furnished equipment and material to the Department when employment terminates or at the Department’s request.

**4. PAY AND WORKERS’ COMPENSATION**

- An employee who is directly engaged in performing the duties of their jobs is covered by the Fair Labor Standards Act while working at home or their alternative work site.
- The employee is required to follow standard procedures regarding reporting of any accident or injury at their alternative work site.

**5. STANDARDS OF CONDUCT**

- The employee continues to be bound by all applicable City standard policies, while working at their alternative worksite.

**I have reviewed and understand the terms and conditions of this Emergency Teleworking Agreement.**

---

**Employee Signature**

**Date**

**I have reviewed and discussed the terms and conditions of this Emergency Teleworking Agreement with the employee**

---

**Director Signature**

**Date**

SOUTHEASTERN CONSULTING ENGINEERS, INC.  
600 MINUET LANE  
CHARLOTTE, NORTH CAROLINA 28217  
N.C. LICENSE NO. F-0181

PROPOSALS  
FOR THE  
SALE OF FIVE (5) SURPLUS POWER TRANSFORMERS  
FROM  
CITY OF CONCORD  
CONCORD, NORTH CAROLINA  
BID NO. 2646

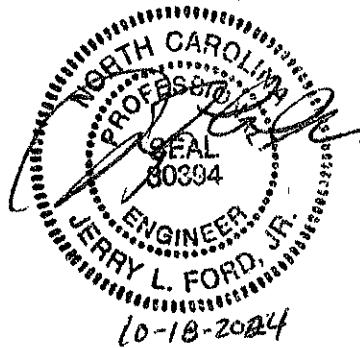


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Proposal	P	2
Description of Surplus Equipment	S	4

NOTICE AND INSTRUCTIONS TO BIDDERS

1. Sealed proposals for the purchase and removal of five surplus power transformers will be received by the City of Concord, North Carolina, on or before 2:00 p.m., Thursday, November 7th, 2024 in Conference Room C of the Brown Operations Center at 635 Alfred Brown, Jr. Court SW, Concord, North Carolina 28025, at which time and place the proposals will be publicly opened and read.

2. Proposals and all supporting documents required to be attached thereto must be submitted in a sealed envelope addressed to:

City of Concord  
Alfred M. Brown Operations Center  
635 Alfred M. Brown, Jr. Court SW  
Concord, North Carolina 28025  
Attention: Ms. Andrea Cline

The name and address of the Bidder and the date and hour of the opening of bids must appear on the envelope in which the proposal is submitted.

3. The successful Bidder will be required to enter into an agreement with the City of Concord, North Carolina and to furnish all forms necessary to insure the proper disposition of the transformers and transformer liquids.

4. The successful Bidder will be required to remove the transformers within 60 days upon notification of award on a mutually agreeable date.

5. The City of Concord, North Carolina reserves the right to reject any and all bids.

6. Bids will be evaluated based on: price, transformer removal schedule, bidder experience and financial standing.

**Note:** The City's preference is to award a bid that includes all five transformers to one bidder. However, individual transformer bids may be considered.

7. The successful Bidder will be responsible for removing the transformers from their current locations at:

Transformer 1 and Transformer 2: Substation D  
211 Manor Avenue, SW  
Concord, NC 28025



Transformer 3: Substation A  
402 S Central Drive, NW  
Concord, NC 28027

Transformer 4 and Transformer 5: Delivery 1  
801 Florence Street, NW  
Concord, NC 28027

8. The successful Bidder must provide payment a minimum of ten days prior to removing the transformer.

CITY OF CONCORD  
CONCORD, NORTH CAROLINA  
Owner

SOUTHEASTERN CONSULTING  
ENGINEERS, INC.  
Engineer

Date: October 15, 2024

PROPOSAL

TO: CITY OF CONCORD  
CONCORD, NORTH CAROLINA

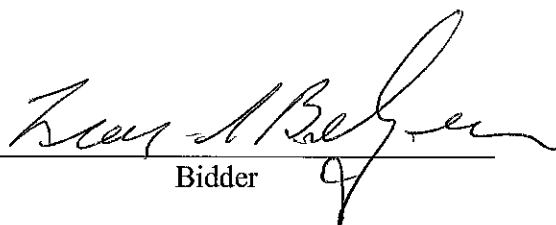
GENTLEMEN:

The undersigned has carefully examined the annexed form of Notice and Instructions, Description of Surplus Equipment and hereby declares that he will take possession of the transformers, including insulating liquid, in the manner prescribed by all Local, State, and Federal agencies and provide certified copies of all disposition records to the City of Concord, North Carolina, and will pay said City the following amounts for the surplus equipment.

	<u>AMOUNT</u>
(1) 8.4/10.5 MVA, 43,800 - 4,160Y/2,400V Power Transformer (ABB)	\$ _____
(2) 11.2/12 MVA, 43,800 - 4,160Y/2,400V Power Transformer (ABB)	\$ <u>65,000.00</u>
(3) 20/27 MVA, 43,800 - 13,200Y/7,620V Power Transformer w/LTC (Kuhlman)	\$ _____
(4) 20/27 MVA, 43,800 - 13,200Y/7,620V Power Transformer w/LTC (Kuhlman)	\$ _____
(5) 20/27 MVA, 43,800 - 13,200Y/7,620V Power Transformer w/LTC (GE)	\$ _____
Total	\$ <u>_____</u>

PROPOSAL (Continued)

Additional Comments, or Explanations

  
Bidder

\_\_\_\_\_  
President  
Title

By Leon S. Belyea, II  
\_\_\_\_\_

\_\_\_\_\_  
11/08/2024  
Date

\_\_\_\_\_  
2200 Northwood Ave

\_\_\_\_\_  
Easton, PA 18045  
Address

DESCRIPTION  
OF  
SURPLUS EQUIPMENT

A. SCOPE

The intent of this description of surplus equipment is to obtain a bid for all five surplus liquid filled, three-phase power transformers with equipment as hereinafter described.

B. RATINGS AND MANUFACTURERS (Nameplate Data)

**TRANSFORMER NO. 1**

Manufacturer:	ABB		<b>Weight</b>		
Manufacturer Date:	April, 1994		Core & Coil	23,944	lbs
Serial No.:	HCQ1136-0101		Case:	7,644	lbs
OA/FA Rating (65°C)	8.4 / 10.5	MVA	Liquid:	10,102	lbs
High Voltage:	43,800	V	Total:	41,690	lbs
Low Voltage:	4,160Y/2,400	V	<b>Oil Quantity</b>		
Frequency:	60	Hz	Tank	1,347	gallons
HV BIL:	250	V	<b>Measured Dimensions</b>		
LV BIL:	75	V	Length	Width	Height
Impedance (Z):	7.12	%	9'-6"	9'-9"	8'-6"

**TRANSFORMER NO. 2**

Manufacturer:	ABB		<b>Weight</b>		
Manufacturer Date:	April, 2009		Core & Coil	27,648	lbs
Serial No.:	HC30888-001		Case:	12,319	lbs
OA/FA Rating (65°C)	11.2 / 14	MVA	Liquid:	15,082	lbs
High Voltage:	43,800	V	Total:	55,049	lbs
Low Voltage:	4,160Y/2,400	V	<b>Oil Quantity</b>		
Frequency:	60	Hz	Tank	2,011	gallons
HV BIL:	250	V	<b>Measured Dimensions</b>		
LV BIL:	75	V	Length	Width	Height
Impedance (Z):	7.16	%	10'-0"	8'-6"	9'-10"

**TRANSFORMER NO. 3**

Manufacturer:	Kuhlman		<b>Weight</b>		
Manufacturer Date:	June, 1985		Core & Coil	56,984	lbs
Serial No.:	242802-1		Case:	23,001	lbs
OA/FA Rating (65°C)	20 / 27	MVA	Liquid (main):	26,526	lbs
High Voltage:	43,800	V	Liquid (LTC):	5,498	lbs
Low Voltage:	13,200Y/7,620	V	Total:	114,009	lbs
Frequency:	60	Hz	<b>Oil Quantity</b>		
HV BIL:	250	V	Tank (main):	3,537	gallons
LV BIL:	110	V	Tank (LTC):	733	gallons
Impedance (Z):	7.95	%	<b>Measured Dimensions</b>		
			Length	Width	Height
			17'-0"	11'-6"	13'-10"

Note: width is 7'-0" without radiator

**TRANSFORMER NO. 4**

Manufacturer:	Kuhlman		<b>Weight</b>		
Manufacturer Date:	June, 1987		Core & Coil	58,914	lbs
Serial No.:	272801-87-1		Case:	19,686	lbs
OA/FA Rating (65°C)	20 / 27	MVA	Liquid (main):	26,753	lbs
High Voltage:	43,800	V	Liquid (LTC):	5,497	lbs
Low Voltage:	13,200Y/7,620	V	Total:	110,850	lbs
Frequency:	60	Hz	<b>Oil Quantity</b>		
HV BIL:	250	V	Tank (main):	3,568	gallons
LV BIL:	110	V	Tank (LTC):	733	gallons
Impedance (Z):	8.14	%	<b>Measured Dimensions</b>		
			Length	Width	Height
			17'-0"	11'-6"	13'-10"

Note: width is 7'-0" without radiator

**TRANSFORMER NO. 5**

Manufacturer:	General-Electric		<b>Weight</b>		
Manufacturer Date:	October, 1975		Core & Coil	54,700	lbs
Serial No.:	G-860597A		Case:	25,500	lbs
OA/FA Rating (65°C)	20 / 27	MVA	Liquid (main):	33,000	lbs
High Voltage:	43,800	V	Liquid (LTC):	1,100	lbs
Low Voltage:	13,200Y/7,620	V	Total:	114,300	lbs
Frequency:	60	Hz	<b>Oil Quantity</b>		
HV BIL:	250	V	Tank (main):	4,420	gallons
LV BIL:	110	V	Tank (LTC):	145	gallons
Impedance (Z):	6.8	%	<b>Measured Dimensions</b>		
			Length	Width	Height
			17'-0"	11'-0"	13'-4"

Note: width is 7'-0" without radiator

**C. INSPECTION**

The transformers are located in Concord, North Carolina and inspections may be coordinated with the City during any weekday between the hours of 8:00 A.M. and 3:00 P.M.

**D. REMOVAL & SHIPMENT**

The successful Bidder shall be responsible for all shipping cost, including the disassembly and loading of the surplus equipment. The successful Bidder shall schedule a time to remove the surplus equipment within 60 days upon notification of award.

Non-welded radiators and bushings may be removed by the successful Bidder on site. No further disassembly or modifications (i.e., cutting, etc.), will be allowed.

The crane and trucking company must be pre-approved by the City before they will be allowed to enter the City's facility.

**E. DRAWINGS**

Very few outline drawings for the transformers are available. Pictures of the transformers and nameplates are enclosed, along with the most recent DGA and physical/chemical test data, if available.

F. SUBMITTAL DATA

The Bidder shall submit with the proposal the methods which will be utilized in the disposition of the transformers (rebuild, scrap for metal, direct resale, etc.).

References and contact persons shall be provided on removal of similar size and type units.

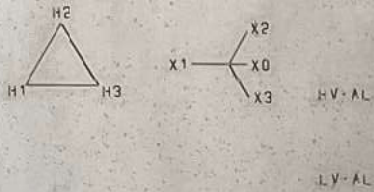
Transformer  
Pictures & Nameplates





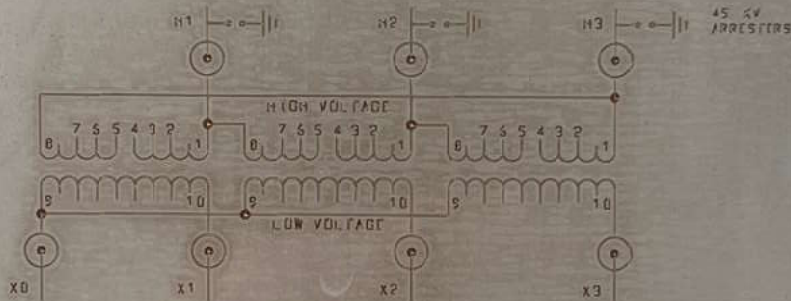
# SMALL POWER TRANSFORMER SOUTH BOSTON, VA.

VOLTS		THREE PHASE TYPE RSL OIL INSULATED SUBSTATION TRANSFORMER CLASS OA/FA INSULATED INSULATION	FULL LOAD KVA	
HV	43800		7500/8400	OA
LV	4160Y/2400		9375/10500	FA
60 HERTZ			55/65	°C RISE
INSTRUCTION BOOK		PS-1002	SERIAL	HCQ1136-0101
FULL WAVE IMPULSE TEST LEVEL: H.V. 250		KV., L.V. 75		KV.
IMPEDANCE		7.12	% AT 7500 KVA 43800 TO 4160Y VOLTS.	
APPROX. WEIGHT IN LBS. CORE AND COILS	23944	CASE	7644	LIQUID
MADE IN U.S.A.		ABB POWER T&D COMPANY INC.		1007A48



CONNECTIONS				
WINDING	VOLTS	10500KVA AMPERES	TAP CHANGER	
			POS.	CONNECTS
HIGH VOLTAGE DELTA	46200	131.1	1	4 TO 5
	45000	134.6	2	3 TO 5
	43800	138.5	3	3 TO 6
	42600	142.4	4	2 TO 6
	41400	146.5	5	2 TO 7
LOW VOLTAGE WYE	4160	1457.3		

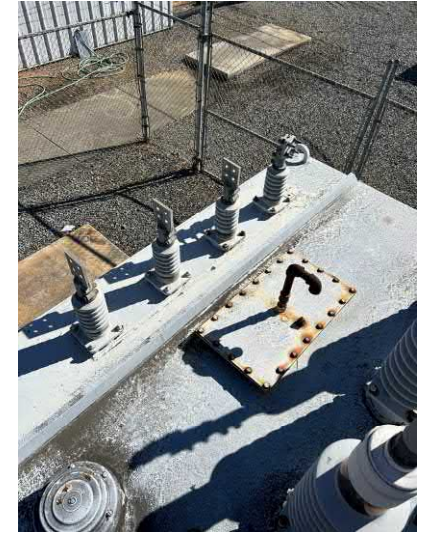
DO 3/11



Transformer No. 1  
ABB  
8.4 MVA  
43.8-4.16Y/2.4kV

THE OPERATING PRESSURE IS LIMITED BY THE SCALDAIRE FLUID PRESERVATION SYSTEM, WHEN PROVIDED, TO 6.5 LBS. PER SQUARE INCH POSITIVE AND 6.5 LBS. PER SQUARE INCH NEGATIVE. THE TRANSFORMER TANK IS DESIGNED TO WITHSTAND A POSITIVE OR NEGATIVE PRESSURE OF 0 LBS. PER SQUARE INCH. THE 25°C LIQUID LEVEL IS 12.59 INCHES BELOW HIGHEST MANHOLE FLANGE. LIQUID LEVEL CHANGES .42 INCH FOR EACH 10°C CHANGE IN AVERAGE LIQUID TEMPERATURE. THE TRANSFORMER MUST NOT BE ENERGIZED FROM ANY VOLTAGE SOURCE WHEN TAP CHANGER IS OPERATED. SUITABLE FOR OPERATION AT OR BELOW 3300 FEET ALTITUDE AT NAMEPLATE RATING. AT THE TIME OF SHIPMENT THIS UNIT CONTAINED LESS THAN 1 PPM OF PCBs.

DANGER



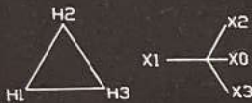
Transformer No. 1  
ABB  
8.4 MVA  
43.8-4.16Y/2.4kV

# ABB

## SMALL POWER TRANSFORMERS SOUTH BOSTON, VA.

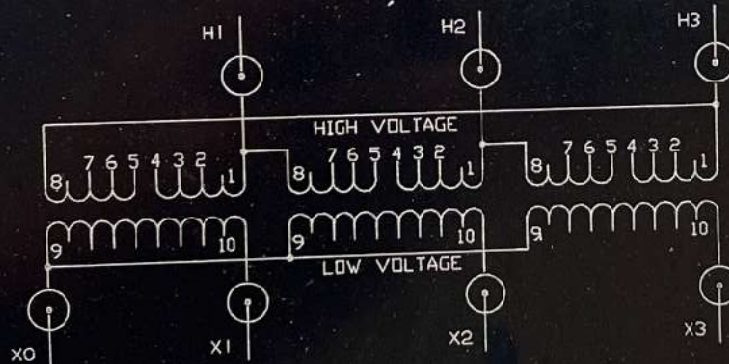
VOLTS		THREE PHASE OIL INSULATED SUBSTATION TRANSFORMER CLASS ONAN/ONAF INSULDUR INSULATION.	FULL LOAD KVA	
HV	43800-		10000/11200	ONAN
LV	4160Y/2400		12500/14000	ONAF
60 HERTZ			55/65	°C RISE
INSTRUCTION BOOK		MFR ID	SERIAL	MANUFACTURE DATE
PC-1002		1LUS	HC30888-001	04/2009
FULL WAVE IMPULSE TEST LEVEL: H.V. 250 KV., L.V. 75 KV.				
IMPEDANCE		% AT 10000 KVA. 43800 TO 4160Y VOLTS.		
7.16				
APPROX. WEIGHT IN LBS. CORE AND COILS	CASE	LIQUID	TOTAL	
27648	12319	15082	55049	
MADE IN U.S.A.	ABB INC.		1LUSHC30888N1	

DYNI



CONNECTIONS

WINDING	VOLTS	14000KVA AMPERES	TAP CHANGER	
			POS.	CONNECTS
HIGH VOLTAGE DELTA ALUMINUM	45990	175.8	1	4 TO 5
	44895	180.0	2	3 TO 5
	43800	184.5	3	3 TO 6
	42705	189.3	4	2 TO 6
	41610	194.4	5	2 TO 7
LOW VOLTAGE WYE ALUMINUM	4160	1943.1		

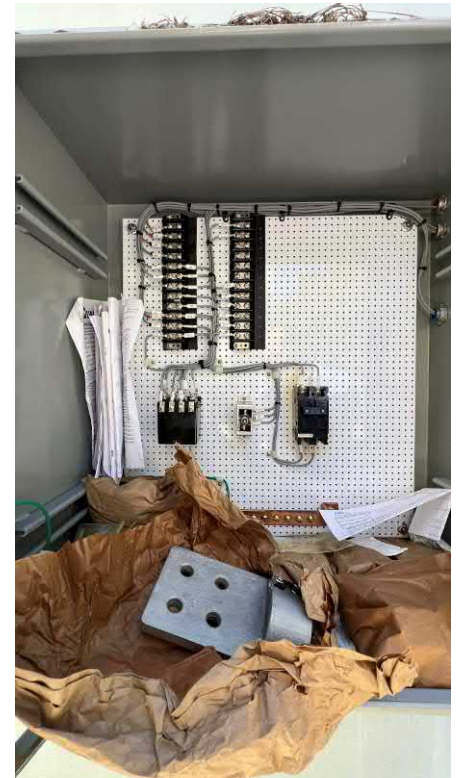


Transformer No. 2  
ABB,  
11.2 MVA  
43.8-4.16Y/2.4kV

THE OPERATING PRESSURE IS LIMITED BY THE SEALED-AIR FLUID PRESERVATION SYSTEM, UNLESS REMOVED TO 6.5 LBS. PER SQUARE INCH POSITIVE AND 6.5 LBS. PER SQUARE INCH NEGATIVE. THE TRANSFORMER TANK IS DESIGNED TO WITHSTAND A POSITIVE OR NEGATIVE PRESSURE OF 15 LBS. PER SQUARE INCH. THE 25°C LIQUID LEVEL IS 10.17 INCHES BELOW HIGHEST MANHOLE FLANGE. LIQUID LEVEL CHANGES .58 INCH FOR EACH 10°C CHANGE IN AVERAGE LIQUID TEMPERATURE. THE TRANSFORMER MUST NOT BE ENERGIZED FROM ANY VOLTAGE SOURCE WHEN TAP CHANGER IS OPERATED. SUITABLE FOR OPERATION AT OR BELOW 3300 FEET ALTITUDE AT NAMEPLATE RATING. AT THE TIME OF SHIPMENT THIS UNIT CONTAINED LESS THAN 1 PPM OF PCBs.



Transformer No. 2  
ABB,  
11.2 MVA  
43.8-4.16Y/2.4kV



KUHLMAN ELECTRIC COMPANY  
 CRYSTAL SPRINGS, MS. 39039  
 CLASS OA/FA  
 65°C RISE



A DIVISION OF  
 KUHLMAN CORPORATION  
 60 HERTZ  
 THREE PHASE

LOAD TAP CHANGING TRANSFORMER

KVA OA 20000 H.V. 20000 L.V. 20000  
 KVA FA 27000 27000  
 VOLTS 43800 13200Y/7620  
 IMPULSE LEVEL FULL WAVE TEST  
 H.V. BIL 250 KV L.V. BIL 110 KV

SERIAL NO. 242802-1 MFG. DATE 8/85 IMPEDANCE HV-LV 7.95 % AT 20000 KVA NEUTRAL BIL 110 KV

LIQUID LEVEL BELOW TOP OF MANHOLE FLANGE AT 25°C IS .3 INCHES. LIQUID LEVEL CHANGE IS .8 INCHES PER 10°C CHANGE IN LIQUID TEMPERATURE. MAXIMUM OPERATING PRESSURE OF OIL PRESERVATION SYSTEM IS 3.0 LBS. MAXIMUM 0.5 LBS. MINIMUM TANK IS DESIGNED FOR 14.7 LBS. VACUUM FILLING AND 10 LBS. POSITIVE PRESSURE.

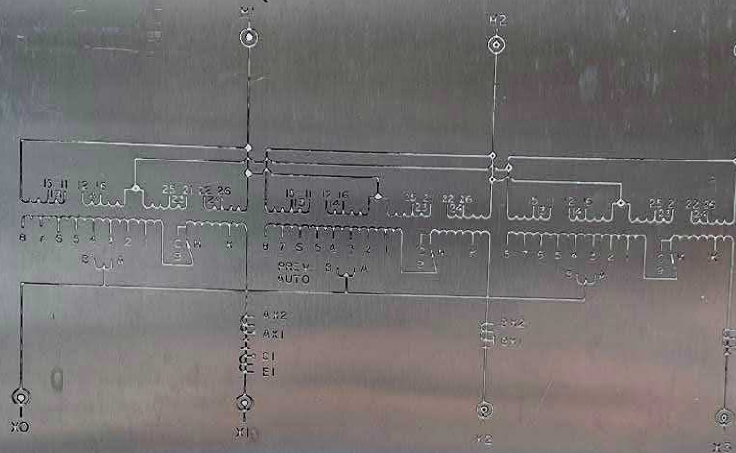
APPROXIMATE WEIGHT IN POUNDS  
 UNTANKING HEAVIEST PIECE 53934  
 TANK AND FITTINGS 25007  
 6537 GALS. MAIN TANK OIL 26526  
 733 GALS. LTC COAPT. OIL 5458  
 TOTAL WEIGHT 114002

BEFORE OPERATION READ IN 3.010 AND 01X420

CAUTION

NEVER ENERGIZE TRANSFORMER BEFORE CHANGING MV TAPS.

009/97



L.V. CONNECTIONS			
VOLTS X1-X2-X3	COPPER CONDUCTOR		LOAD TAP CHANGES
	AMPERES AT 27000 MVA 65°C	CS	
19520	72	160	5 5
18440	1072	50	7 5
14355	1055	23	7 3
14275	1022	30	5 1
14190	1022	28	5 5
14110	1163	16	5 8
14025	1112	15	5 5
13945	1116	38	4 5
13860	1121	50	4 2
13780	1131	70	3 4
13695	1138	50	3 3
13615	1138	38	2 2
13530	1152	48	2 2
13450	1158	38	1 2
13365	1166	28	1 1
	1174	18	0 1
		M	0 0
		1L	0 0
		2L	3 8
		3L	7 8
		4L	7 7
		5L	5 7
		6L	5 5
		7L	5 5
		8L	3 5
		9L	3 5
		10L	3 3
		11L	3 3
		12L	3 2
		13L	2 2
		14L	2 2
		15L	1 2
		16L	1 1

H.V. CONNECTIONS			
VOLTS X1-X2-X3	COPPER CONDUCTOR		IS-SUBSCRIBED OPERATION
	AMPERES AT 27000 MVA 65°C	CS	
46200	337	50	A 11 TO 12 21 TO 22
45000	326	50	B 12 TO 13 22 TO 23
43800	316	50	C 13 TO 14 23 TO 24
42600	306	50	D 14 TO 15 24 TO 25
41400	296	50	E 15 TO 16 25 TO 26



Transformer No. 3  
 Kuhlman w/ LTC  
 20 MVA  
 43.8-13.2Y/7.62kV



Transformer No. 3  
Kuhlman w/ LTC  
20 MVA  
43.8-13.2Y/7.62kV

KUHLMAN ELECTRIC COMPANY  
 CRYSTAL SPRINGS, MS. 39059  
**CLASS OA/FA**  
**65°C RISE**



A DIVISION OF  
 KUHLMAN CORPORATION  
**60 HERTZ**  
**THREE PHASE**

**LOAD TAP CHANGING TRANSFORMER**

KVA OA	KVA FA	VOLTS	IMPULSE LEVEL
H.V. 20000	27000	43800	FULL WAVE TEST
L.V. 20000	27000	13200Y/7620	H.V. BIL 250 KV
			L.V. BIL 110 KV

SERIAL NO 272201-87-1 MFG DATE 5/87 IMPEDANCE HV-LV 0.1% AT 20000 KVA NEUTRAL BIL 110 KV

LIQUID LEVEL BELOW TOP OF MANHOLE FLANGE AT 25°C IS  
 \_\_\_\_\_ INCHES. LIQUID LEVEL CHANGE IS \_\_\_\_\_ INCHES  
 PER 10°C CHANGE IN LIQUID TEMPERATURE. MAXIMUM OPER-  
 ATING PRESSURE OF OIL PRESERVATION SYSTEM IS 30 LBS  
 MAXIMUM 0.5 LBS. MINIMUM TANK IS DESIGNED FOR 18.7  
 LBS. VACUUM FILLING AND 10 LBS. POSITIVE PRESSURE.

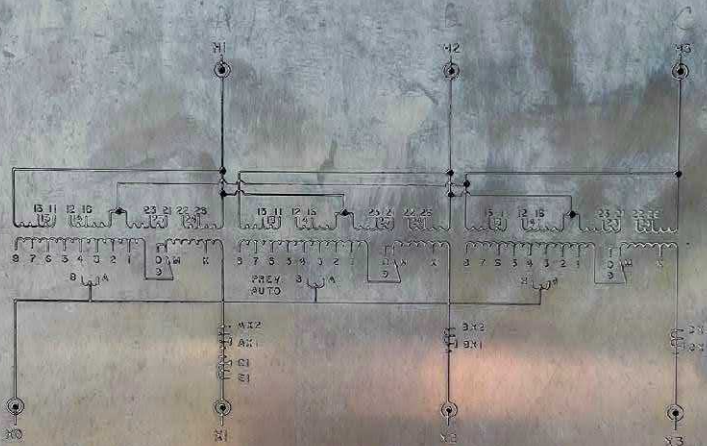
APPROXIMATE WEIGHT IN POUNDS

UNTANKED HEAVIEST PIECE	3321
TANK AND FITTINGS	1363
365 GALS. MIN. TANK OIL	2675
765 GALS. LTC DOWPT. OIL	6243
TOTAL WEIGHT	11080

BEFORE OPERATION READ IN 5010 AND 0124591

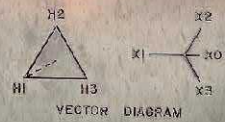
**CAUTION**

DE-ENERGIZE TRANSFORMER BEFORE CHANGING H.V. TAP.



L.V. CONNECTIONS				
VOLTS X1-X2-X3	AMPERES AT 27000 KVA 50°C		LOAD TAP CHANGER	
	PH	POS	NO.	NO.
18370	1074	12R	8	0
18440	1030	12R	7	8
17355	1036	12R	7	7
18275	1082	12R	6	7
18190	1039	12R	6	6
18110	1105	11R	5	6
14025	1112	10R	5	5
13945	1118	9R	4	5
13860	1125	8R	4	4
13780	1131	7R	3	4
13695	1138	6R	3	3
13615	1145	5R	2	3
13530	1152	4R	2	2
13450	1159	3R	1	2
13365	1166	2R	1	1
13285	1174	1R	0	1
0		N	0	0
0		1L	8	0
0		2L	8	8
0		3L	7	8
0		4L	7	7
0		5L	6	7
0		6L	6	6
0		7L	5	8
12540	1181	8L	5	5
12480		9L	4	5
12375		10L	4	4
12295		11L	3	4
12210		12L	3	3
12130		13L	2	3
12045		14L	2	2
11955		15L	1	2
11880		16L	1	1

H.V. CONNECTIONS			
VOLTS H1-H2-H3	AMPERES AT KVA 35°C	TAP CHANGES FOR DE-ENERGIZED OPERATION	
		POS	CONNECTIONS
45200	337	A	11 TO 12 21 TO 22
45000	346	B	12 TO 13 22 TO 23
43800	358	C	13 TO 14 23 TO 24
42500	368	D	14 TO 15 24 TO 25
41400	377	E	15 TO 16 25 TO 26

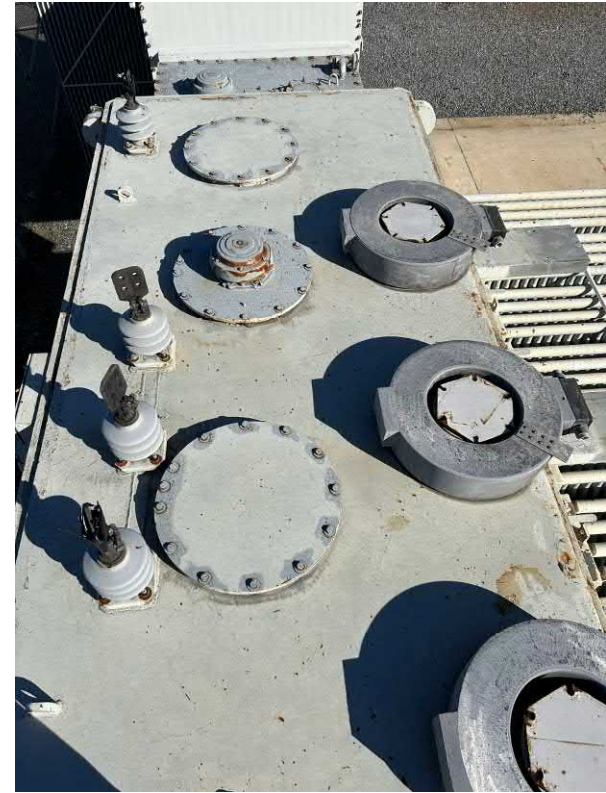


BCT-A, B, C, 1200:5 RATIO FOR W.T.I.  
 BCT-D TO E, 1200:5 RATIO FOR LDC

Transformer No. 4  
 Kuhlman w/ LTC  
 20 MVA  
 43.8-13.2Y/7.62kV

DO 10/09

Doble 4/14 PIKE



Transformer No. 4  
Kuhlman w/ LTC  
20 MVA  
43.8-13.2Y/7.62kV



# GENERAL ELECTRIC

TRANSFORMER

NO. G-960597A

CLASS 0A/FA

THREE PHASE

WINDING Z

VOLTAGE RATING 43800-13200Y/7620  
 KVA RATING 20000 CONTINUOUS 65 C RISE SELF COOLED  
 KVA RATING 26667 CONTINUOUS 65 C RISE FORCED AIR

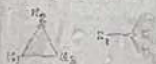
IMPEDANCE VOLTS 6.85% 43800-13200Y VOLTS AT 20000 KVA

VOLTS	AMP. 26667 KVA	DIAL POS
46200	338	1
45000	342	2
43800	352	3
42600	361	4
41400	372	5

BASIC IMPULSE INSULATION LEVELS			
ITEM	KV		
H1	H2	H3	250
X0	X1	X2	X3
			110

APPROXIMATE WEIGHTS IN POUNDS  
 TOTAL 174300  
 UNTANKING 54700  
 TANK AND FITTINGS 25500  
 MAIN TANK OIL 3870 GAL. 23800  
 LTC OIL 100 GAL. 1000  
 RADIATORS 100 GAL. 1000

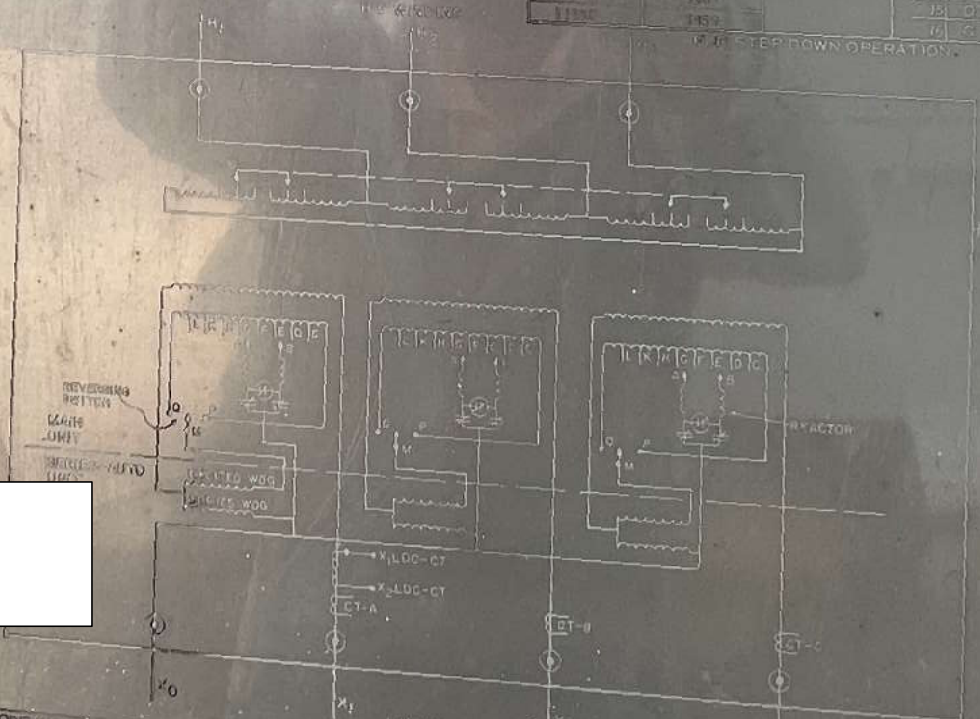
HP, LV WDG, SERIES UNIT WDG ALUMINUM  
 LV WDG, REACTOR COPPER



LIQUID LEVEL CHARGES FROM DIELECTRIC CHARGE IN LIQUID TEMPERATURE  
 LIQUID LEVEL ON LOW TOP POSITION OF THE HIGHEST POINT OF HIGH TANK (A) IS PLASMA AT 12.30 INCHES  
 MAXIMUM OPERATING PRESSURE OF LIQUID PRESERVATION SYSTEM 1.8 BAR (26.7 PSI) IN TANKS  
 TANK SURFACE OIL IS 100% OIL FILLING  
 LTC OIL 100 GAL. 1000  
 REACTOR OIL 100 GAL. 1000  
 CT - A, B, C ARE FOR THE WINDING TEMPERATURE EQUIPMENT

Do 12/04/12

VOLTS	KVA	WINDING		REVERSING
		DIAL POS	CONNECTS	SWITCH
L-L	L-N			
14520	8223	15	L L	
14439	8335	14	L K	
14355	8298	13	L M	
14273	8240	12	L N	
14190	8193	11	L O	M
14108	8145	10	L P	TO
14025	8097	9	L Q	F
13941	8050	8	L R	
13857	8002	7	L S	
13773	7954	6	L T	
13689	7906	5	L U	
13605	7858	4	L V	
13521	7810	3	L W	
13437	7762	2	L X	
13353	7714	1	L Y	
13269	7666		L Z	
13185	7618			
13101	7570			
13017	7522			
12933	7474			
12849	7426			
12765	7378			
12681	7330			
12597	7282			
12513	7234			
12429	7186			
12345	7138			
12261	7090			
12177	7042			
12093	6994			
12009	6946			
11925	6898			
11841	6850			
11757	6802			
11673	6754			
11589	6706			
11505	6658			



Transformer No. 5  
 GE w/ LTC  
 20 MVA  
 43.8-13.2Y/7.62kV

K01741880

CAUTION! BEFORE SETTING UP OR OPERATING READ INSTRUCTIONS GEC-5664

ROME, GEORGIA

004730

MADE IN U. S. A.



Transformer DGA  
Test Results  
(latest)

# TEST RESULTS

## Alternative Technologies, Inc.

12350 River Ridge Blvd.  
Burnsville, MN 55337  
Telephone (800) 255-8656 or (952) 894-3455

<b>Serial Number:</b>	HCQ11360101
<b>Client Number:</b>	
<b>Date Received:</b>	2-19-2020
<b>Report Date:</b>	2-26-2020

Alternative Technologies, Inc., (ATI) shall Type / Tank: TRN  
KVA: 14000  
Voltage: 46000  
Gallons: 1347  
Manuf Date: 1/94  
Fluid Type: Mineral Oil

Ty Barbee  
Concord Board of Light & Water  
PO Box 308  
Concord, NC 28025

Location: GEN 2  
Bank & Phase: TRN DV  
Manufacturer: GE  
Container No.: DH757

### DISSOLVED GAS IN OIL ANALYSIS

Date	04-Feb-20	04-Feb-19	14-Jun-17	07-Sep-16	17-Mar-15	05-Sep-14	
Temp	10C	10C	31C	24C	16C	22C	
Hydrogen (H2)	298	248	1039	30806	5643	10289	ppm
Methane (CH4)	69	53	279	7247	755	1576	ppm
Ethane (C2H6)	39	49	373	995	121	197	ppm
Ethylene (C2H4)	0	0	2	5	1	1	ppm
Acetylene (C2H2)	0	0	1	3	0	0	ppm
Carbon Monoxide (CO)	22	16	38	47	72	786	ppm
Carbon Dioxide (CO2)	840	636	1073	1658	1245	3607	ppm
Nitrogen (N2)	67854	69837	69529	31194	67187	60271	ppm
Oxygen (O2)	27120	31854	30254	3715	4108	2020	ppm
Total Gas	96242	102693	102588	75670	79132	78747	ppm
Total Combustible Gas	428	366	1732	39103	6592	12849	ppm
Equivalent TCG Reading	0.6616	0.5200	2.1686	62.3083	12.5922	23.3430	%

**Comments:** Increase in Hydrogen with Methane may indicate corona

**Recommended Retest:** 1 Month

### PHYSICAL AND CHEMICAL TESTS

Date:	04-Feb-20	04-Feb-19	14-Jun-17	07-Sep-16	17-Mar-15	05-Sep-14	
Moisture in Oil	4	2	8	5	3	5	ppm
Interfacial Tension	35.9	34.9	37.3	37.6	37.0	39.3	dynes/cm
Acid Number	<.010	<.010	<.010	<.010	<.010	<.010	
Color Number	2.0	1.5	1.5	1.0	1.5	1.0	relative
Visual	CLEAR	CLEAR	DEBRIS	CLEAR	CLEAR	CLEAR	
Dielectric D877	49	46	48	55	55	54	kV
Viscosity							
Specific Gravity	0.881	0.883	0.881	0.882	0.881	0.882	relative
Power Factor @ 25C	0.06	0.09	0.08	0.06	<.05	<.05	%
Power Factor @ 100C	3.20	3.11	3.10	2.59	1.71	1.11	%
Oxidation Inhibitor	0.18	0.17	0.18	0.23	0.16	0.16	%
Fural Screen							
Pour Point							
Flash Point							

#### PCB CONTENT

#### METALS IN OIL (ppm)

PPM	Aroclor	Date	Aluminum	Copper	Iron	Lead	Silver	Tin	Zinc
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# Transformer No. 1

# TEST RESULTS

**Alternative Technologies, Inc.**

12350 River Ridge Blvd.  
Burnsville, MN 55337  
Telephone (800) 255-8656 or (952) 894-3455

<b>Serial Number:</b>	HC30888-001
<b>Client Number:</b>	
<b>Date Received:</b>	2-19-2020
<b>Report Date:</b>	2-26-2020

Type / Tank: TRN	Voltage: 44000	Location: GEN 2
KVA:	Gallons: 2011	Bank & Phase: TRN DV
Ty Barbee	Manuf Date: 1/09	Manufacturer: GE
Concord Board of Light & Water	Fluid Type: Mineral Oil	Container No.: 8896
PO Box 308		
Concord, NC 28025		

**DISSOLVED GAS IN OIL ANALYSIS**

Date	10-Feb-20	04-Feb-19	07-Sep-16	20-Jan-11	
Temp	4C	10C	21C	4C	
Hydrogen (H2)	13	7	7	2	ppm
Methane (CH4)	5	5	4	2	ppm
Ethane (C2H6)	0	0	0	0	ppm
Ethylene (C2H4)	0	0	1	0	ppm
Acetylene (C2H2)	0	0	0	0	ppm
Carbon Monoxide (CO)	360	345	335	122	ppm
Carbon Dioxide (CO2)	254	176	192	63	ppm
Nitrogen (N2)	69461	72455	81304	65749	ppm
Oxygen (O2)	5272	7564	8374	9932	ppm
Total Gas	75365	80552	90217	75870	ppm
Total Combustible Gas	378	357	347	126	ppm
Equivalent TCG Reading	0.3925	0.3441	0.2984	0.1302	%

**Comments:** Concentrations of combustible gases not increasing significantly

**Recommended Retest:** 1 Year

**PHYSICAL AND CHEMICAL TESTS**

Date:	10-Feb-20	04-Feb-19	07-Sep-16	20-Jan-11	
Moisture in Oil	10	2	5	4	ppm
Interfacial Tension	43.1	42.5	42.8	44.5	dynes/cm
Acid Number	<.010	<.010	<.010	<.010	
Color Number	0.5	0.5	0.5	0.5	relative
Visual	CLEAR	CLEAR	CLEAR	CLEAR	
Dielectric D877	52	46	52	53	kV
Viscosity					
Specific Gravity	0.880	0.880	0.878	0.879	relative
Power Factor @ 25C	<.05	<.05	<.05	<.05	%
Power Factor @ 100C	0.09	0.16	0.34	0.11	%
Oxidation Inhibitor	0.27	0.26	0.26	0.24	%
Fural Screen			<.2		ppm
Pour Point					
Flash Point					

**PCB CONTENT**
**METALS IN OIL (ppm)**

<u>PPM</u>	<u>Aroclor</u>	<u>Date</u>	<u>Aluminum</u>	<u>Copper</u>	<u>Iron</u>	<u>Lead</u>	<u>Silver</u>	<u>Tin</u>	<u>Zinc</u>
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## Transformer No. 2

# TEST RESULTS

## Alternative Technologies, Inc.

12350 River Ridge Blvd.  
Burnsville, MN 55337  
Telephone (800) 255-8656 or (952) 894-3455

<b>Serial Number:</b>	2428021
<b>Client Number:</b>	
<b>Date Received:</b>	2-19-2020
<b>Report Date:</b>	2-26-2020

Type / Tank: TRN	Location: SUB A SPARE	
KVA: 27000	Voltage: 46000	Bank & Phase: TRN DV
Ty Barbee	Gallons: 3537	Manufacturer: KUHLMAN
Concord Board of Light & Water	Manuf Date: 1/85	Container No.: AG384
PO Box 308	Fluid Type: Mineral Oil	
Concord, NC 28025		

### DISSOLVED GAS IN OIL ANALYSIS

Date	03-Feb-20	04-Feb-19	18-Mar-15	25-Oct-12	21-Sep-10	26-Oct-09	
Temp	9C	10C	22C	28C	24C	13C	
Hydrogen (H2)	10	4	2	2	1	1	ppm
Methane (CH4)	1	1	1	1	3	6	ppm
Ethane (C2H6)	0	0	2	5	15	18	ppm
Ethylene (C2H4)	7	5	18	27	64	92	ppm
Acetylene (C2H2)	0	0	0	0	0	1	ppm
Carbon Monoxide (CO)	59	37	56	63	16	44	ppm
Carbon Dioxide (CO2)	850	628	848	845	1206	1452	ppm
Nitrogen (N2)	71128	65818	70858	73643	85079	86545	ppm
Oxygen (O2)	30717	30236	31192	30574	2464	1272	ppm
Total Gas	102772	96729	102977	105160	88848	89431	ppm
Total Combustible Gas	77	47	79	98	99	162	ppm
Equivalent TCG Reading	0.0693	0.0418	0.0512	0.0567	0.0209	0.0468	%

**Comments:** All gases at acceptable concentrations **Recommended Retest:** 1 Year

### PHYSICAL AND CHEMICAL TESTS

Date:	03-Feb-20	04-Feb-19	18-Mar-15	25-Oct-12	21-Sep-10	26-Oct-09	
Moisture in Oil	16	14	27	14	11	5	ppm
Interfacial Tension	30.8	32.3	33.7	36.3	33.6	35.6	dynes/cm
Acid Number	0.012	0.012	<.010	<.010	<.010	<.010	mg KOH/g
Color Number	2.0	2.0	1.5	2.0	2.0	2.0	relative
Visual	CLEAR	WATER	CLEAR	CLEAR	WATER	CLEAR	
Dielectric D877	49	45	53	46	50	40	kV
Viscosity							
Specific Gravity	0.869	0.870	0.868	0.870	0.872	0.870	relative
Power Factor @ 25C	<.05	<.05	<.05	<.05	<.05	<.05	%
Power Factor @ 100C	0.91	0.92	1.02	0.76	0.77	0.72	%
Oxidation Inhibitor	0.28	0.27	0.27	0.28	0.29	0.30	%
Fural Screen							
Pour Point							
Flash Point							

PCB CONTENT		METALS IN OIL (ppm)							
PPM	Aroclor	Date	Aluminum	Copper	Iron	Lead	Silver	Tin	Zinc

Transformer No. 3

# TEST RESULTS

## Alternative Technologies, Inc.

12350 River Ridge Blvd.  
Burnsville, MN 55337  
Telephone (800) 255-8656 or (952) 894-3455

<b>Serial Number:</b>	272801871
<b>Client Number:</b>	
<b>Date Received:</b>	2-19-2020
<b>Report Date:</b>	2-26-2020

Type / Tank: TRN	Location: SUB B	
KVA: 27000	Voltage: 46000	Bank & Phase: TRN DV
Ty Barbee	Gallons: 3568	Manufacturer: KUHLMAN
Concord Board of Light & Water	Manuf Date: 1/87	Container No.: FA457
PO Box 308	Fluid Type: Mineral Oil	
Concord, NC 28025		

### DISSOLVED GAS IN OIL ANALYSIS

Date	03-Feb-20	04-Feb-19	09-Sep-16	05-Sep-14	30-Aug-12	21-Sep-10	
Temp	16C	20C	26C	23C	27C	24C	
Hydrogen (H2)	0	2	3	1	1	1	ppm
Methane (CH4)	2	2	3	3	6	5	ppm
Ethane (C2H6)	21	20	22	31	38	39	ppm
Ethylene (C2H4)	8	8	10	13	20	21	ppm
Acetylene (C2H2)	0	0	0	0	0	0	ppm
Carbon Monoxide (CO)	22	28	68	22	13	9	ppm
Carbon Dioxide (CO2)	765	772	832	757	986	935	ppm
Nitrogen (N2)	86570	86178	84807	84690	87466	83113	ppm
Oxygen (O2)	1694	2159	1489	1202	1872	1884	ppm
Total Gas	89082	89169	87234	86719	90402	86007	ppm
Total Combustible Gas	53	60	106	70	78	75	ppm
Equivalent TCG Reading	0.0202	0.0291	0.0659	0.0237	0.0170	0.0143	%

**Comments:** All gases at acceptable concentrations

**Recommended Retest:** 1 Year

### PHYSICAL AND CHEMICAL TESTS

Date:	03-Feb-20	04-Feb-19	09-Sep-16	05-Sep-14	30-Aug-12	21-Sep-10	
Moisture in Oil	10	9	7	7	6	3	ppm
Interfacial Tension	32.1	31.1	32.3	32.1	32.9	30.4	dynes/cm
Acid Number	<.010	<.010	0.012	<.010	0.012	0.012	mg KOH/g
Color Number	2.5	2.0	2.0	1.5	2.0	1.5	relative
Visual	CLEAR	CLEAR	CLEAR	CLEAR	CLEAR	OK	
Dielectric D877	54	47	50	49	42	50	kV
Viscosity							
Specific Gravity	0.876	0.878	0.876	0.876	0.878	0.878	relative
Power Factor @ 25C	<.05	0.07	<.05	0.07	0.09	<.05	%
Power Factor @ 100C	1.87	1.77	1.75	3.10	2.85	2.73	%
Oxidation Inhibitor	0.30	0.32	0.32	0.31	0.29	0.31	%
Fural Screen							
Pour Point							
Flash Point							

PCB CONTENT		METALS IN OIL (ppm)							
PPM	Aroclor	Date	Aluminum	Copper	Iron	Lead	Silver	Tin	Zinc

Transformer No. 4

# TEST RESULTS

**Alternative Technologies, Inc.**

12350 River Ridge Blvd.  
Burnsville, MN 55337  
Telephone (800) 255-8656 or (952) 894-3455

<b>Serial Number:</b>	G860597A
<b>Client Number:</b>	
<b>Date Received:</b>	2-19-2020
<b>Report Date:</b>	2-26-2020

Type / Tank: TRN	Location: SUB F	
KVA: 27000	Voltage: 46000	Bank & Phase: TRN DV
Gallons: 4565	Manuf Date: 1/96	Manufacturer: GE
Fluid Type: Mineral Oil	Container No.: EB563	

Ty Barbee  
Concord Board of Light & Water  
PO Box 308  
Concord, NC 28025

DISSOLVED GAS IN OIL ANALYSIS							
Date	12-Feb-20	07-Feb-19	14-Jun-17	02-Sep-14	30-Aug-12	21-Sep-10	
Temp	18C	26C	27C	31C	28C	22C	
Hydrogen (H2)	17	27	35	19	19	21	ppm
Methane (CH4)	28	23	24	23	21	17	ppm
Ethane (C2H6)	16	12	14	13	12	12	ppm
Ethylene (C2H4)	2	1	2	1	1	2	ppm
Acetylene (C2H2)	0	0	0	0	0	0	ppm
Carbon Monoxide (CO)	67	62	68	71	72	68	ppm
Carbon Dioxide (CO2)	3089	2516	3015	2795	2790	2565	ppm
Nitrogen (N2)	93424	86424	88364	88336	89855	86357	ppm
Oxygen (O2)	1798	1984	1546	1195	1689	2020	ppm
Total Gas	98441	91049	93068	92453	94459	91062	ppm
Total Combustible Gas	130	125	143	127	125	120	ppm
Equivalent TCG Reading	0.0899	0.1111	0.1297	0.1005	0.0994	0.1028	%

**Comments:** All gases at acceptable concentrations **Recommended Retest:** 1 Year

PHYSICAL AND CHEMICAL TESTS							
Date:	12-Feb-20	07-Feb-19	14-Jun-17	02-Sep-14	30-Aug-12	21-Sep-10	
Moisture in Oil	8	6	7	12	7	6	ppm
Interfacial Tension	35.3	38.2	39.2	37.9	37.8	37.8	dynes/cm
Acid Number	<.010	<.010	<.010	<.010	<.010	<.010	
Color Number	0.5	0.5	0.5	0.5	0.5	0.5	relative
Visual	CLEAR	SEDIMENT	OK	CLEAR	CLEAR	OK	
Dielectric D877	46	50	47	53	46	46	kV
Viscosity							
Specific Gravity	0.866	0.868	0.866	0.865	0.868	0.868	relative
Power Factor @ 25C	<.05	<.05	<.05	<.05	<.05	<.05	%
Power Factor @ 100C	0.20	0.25	0.24	0.18	0.16	0.30	%
Oxidation Inhibitor	0.27	0.29	0.28	0.27	0.27	0.25	%
Fural Screen							
Pour Point							
Flash Point							

PCB CONTENT		METALS IN OIL (ppm)							
PPM	Aroclor	Date	Aluminum	Copper	Iron	Lead	Silver	Tin	Zinc

Alternative Technologies, Inc., (ATI) shall assume no liability or responsibility, nor imply or express any warranty or other security against client loss of production, operation, profitability, or other loss, regardless of circumstances, beyond the cost of re-analysis by ATI.

## Transformer No. 5





Attn: Ty Barbee  
City of Concord Electric Systems  
Alfred M. Brown Operations  
Center  
505 Alfred Brown Jr Court SW  
Concord, NC 28025

Project Name: Sale of 5 Surplus Power Transformers

Dear Ty,

Thank you for considering Sunbelt-Solomon Solutions (SBS) for your transformer/electrical equipment purchasing, recycling, and PCB disposal needs. We appreciate the opportunity to partner with you on the referenced project above.

We offer a broad spectrum of environmental services and have the licensing, permits, and resources to dispose of hazardous and non-hazardous material at or through one of our ten privately-owned facilities. In addition to managing surplus/obsolete electrical equipment and PCB waste streams, we also provide the following services:

- Oil Processing and Laboratory Analysis
- PCB Contaminated Oil Retro-filling
- Facility Decontamination/Remediation Services
- Transformer and Equipment Decommissioning-Including PCB Disposal
- Transformer and Equipment Refurbishment
- Transformer and Equipment Sales including obsolete parts
- In-Field Technical Services

We appreciate the opportunity to be of service to you on this project. If you have any questions regarding the proposal below, please contact me at 352-514-1566.

Sincerely,

Matt Holmes  
Sales – Account Manager



**PROJECT QUOTATION**

SBS is pleased to provide this proposal based on the equipment and scope of work requested and general conditions outlined below.

**Scope of Work:**

Anticipated pick up date will be determined once an award is made. SBS will provide the personnel to pick up and transport these power transformers in Concord, NC. This may require us to drain and partially dismantle the units on site to prepare them for transport.

Quote Assumptions:

City of Concord Electric Systems (Concord)

- Concord will be responsible for ensuring SBS has a 20’ minimum electrical clearance to safely traverse equipment in the station.
- Concord must ensure that there are no overhead or surrounding obstructions that may hinder crane operation to move and load these units.
- Concord will be required to disconnect the equipment prior to SBS’ arrival onsite, including the cutting of the conduit at ground level.

Sunbelt Solomon (SBS)

- SBS will be responsible for the labor & freight.

Qty	Equipment Type	Charge	Pay
1	ABB Transformer S/N: HCQ1136-0101 Oil Filled, <1 PPM PCB		\$23,000.00
2	Kuhlman Transformers S/N: 272801-87-1 & S/N: 242802-1 Oil Filled, <1 PPM PCB		\$81,314.00
		Total	\$104,314.00

This quoted value is valid for 30 days from the date above.

SITE SPECIFIC ASSUMPTIONS

- Pricing is based on working Monday through Saturday for 10-12-hour days until project completion.
- Pricing is contingent on there being no site-specific training requirements.

GENERAL CONDITIONS

- Due to the instability of the metals market, any orders for recycle materials placed after 30 days of quote date listed above may be renegotiated and a change order generated.
- Sunbelt-Solomon does not manage asbestos or a RCRA/Universal waste.



We, at SBS, value our partnerships and strive to exceed all expectations in customer service. Work begins with a signature from you or an authorized signatory and appropriate purchase order number for the job.

Where modifications to the scope of work become necessary, SBS will notify customer promptly and obtain approval for the changes and a revised contract price will be established to finish the project. Mutually acceptable contract terms and conditions apply to this offer.

Customer Name

SBS Representative

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Purchase Order Number: \_\_\_\_\_



NORTH CAROLINA  
CABARRUS COUNTY

**FIRST AMENDED AND RESTATED STORMWATER CONTROL MEASURE  
(SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT FORMERLY  
TITLED STORMWATER BEST MANAGEMENT PRACTICE (BMP) STRUCTURE,  
ACCESS EASEMENT AND MAINTENANCE AGREEMENT**

THIS FIRST AMENDED AND RESTATED STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT FORMERLY TITLED STORMWATER BEST MANAGEMENT PRACTICE (BMP) STRUCTURE, ACCESS EASEMENT AND MAINTENANCE AGREEMENT (hereinafter referred to as the "First Amended and Restated Agreement"), made this \_\_\_\_\_ day of \_\_\_\_\_ 2024, by Vulcan Lands, Inc., a New Jersey corporation whose principal address is 1200 Urban Center Drive, Birmingham, AL 35242 (hereinafter referred to as "Grantor-VULCAN") and Five Cousins, LLC, a North Carolina limited liability company whose principal address is 213 North Melville Street, Graham, NC 27253 (hereinafter referred to as "Grantor-COUSINS") and (hereinafter collectively referred to as "Grantors"), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, Attention City Attorney (hereinafter referred to as "Grantee" or "City").

**WITNESSETH:**

**WHEREAS**, THE CITY COUNCIL ACCEPTED THIS FIRST AMENDED AND RESTATED STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT FORMERLY TITLED STORMWATER BEST MANAGEMENT PRACTICE (BMP) STRUCTURE, ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON \_\_\_\_\_.

**WHEREAS**, Grantor-COUSINS entered into that certain Stormwater Best Management Practice (BMP) Structure, Access Easement and Maintenance Agreement



**MEMORADUM**

DATE: Monday, November 25, 2024  
 TO: Jackie Deal, Director of Engineering  
 FROM: Veronika Galitsky, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Piper Landing Subdivision PH 3 MP 1  
 PROJECT NUMBER: 2020-017  
 DEVELOPER: M/I Homes of Charlotte, LLC  
 FINAL CERTIFICATION - LOT NUMBERS: 37-62, 106-173  
 INFRASTRUCTURE TYPE: Water and Sewer  
 COUNCIL ACCEPTANCE DATE: Thursday, December 12, 2024  
 ONE-YEAR WARRANTY DATE: Friday, December 12, 2025

Water Infrastructure	Quantity
8-inch in LF	1674.00
8-inch Valves	4
2-inch in LF	119.00
2-inch Valves	1
Hydrants	3

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1710.00
Manholes as EA	13



**MEMORADUM**

DATE: Monday, November 25, 2024  
 TO: Jackie Deal, Director of Engineering  
 FROM: Veronika Galitsky, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Novi Lofts-Market Street  
 PROJECT NUMBER: 2021-025  
 DEVELOPER: Novi Lofts, LLC  
 FINAL CERTIFICATION - LOT NUMBERS: Site  
 INFRASTRUCTURE TYPE: Water and Sewer  
 COUNCIL ACCEPTANCE DATE: Thursday, December 12, 2024  
 ONE-YEAR WARRANTY DATE: Friday, December 12, 2025

Water Infrastructure	Quantity
6-inch in LF	41.00
6-inch Valves	2
4-inch in LF	12.00
4-inch Valves	2

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	28.00
Manholes as EA	2



**MEMORADUM**

DATE: Monday, November 25, 2024  
 TO: Jackie Deal, Director of Engineering  
 FROM: Veronika Galitsky, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Christenbury Village Phase 1  
 PROJECT NUMBER: 2021-035  
 DEVELOPER: MPV Properties  
 FINAL CERTIFICATION - LOT NUMBERS: Lots 1, 2A, 2B, 3, 4 and 5  
 INFRASTRUCTURE TYPE: Water and Sewer  
 COUNCIL ACCEPTANCE DATE: Thursday, December 12, 2024  
 ONE-YEAR WARRANTY DATE: Friday, December 12, 2025

Water Infrastructure	Quantity
12-inch in LF	2121.00
12-inch Valves	9
8-inch in LF	130.00
8-inch Valves	7
Hydrants	4

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	769.00
Manholes as EA	7



**MEMORADUM**

DATE: Monday, November 25, 2024  
 TO: Jackie Deal, Director of Engineering  
 FROM: Veronika Galitsky, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 Christenbury Village Phase 2 (Lowes grocery & Bldgs 4 & 5)  
 PROJECT NAME: 2021-035A  
 PROJECT NUMBER: MPV Properties  
 DEVELOPER: Commercial Site  
 FINAL CERTIFICATION - LOT NUMBERS: Water  
 INFRASTRUCTURE TYPE: Thursday, December 12, 2024  
 COUNCIL ACCEPTANCE DATE: Friday, December 12, 2025  
 ONE-YEAR WARRANTY DATE:

Water Infrastructure	Quantity
12-inch in LF	22.00
12-inch Valves	1





**MEMORADUM**

DATE: Monday, November 25, 2024  
 TO: Jackie Deal, Director of Engineering  
 FROM: Veronika Galitsky, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: BP Mills at Rocky River  
 PROJECT NUMBER: 2021-034  
 DEVELOPER: Mark Oil Co. Inc.  
 FINAL CERTIFICATION - LOT NUMBERS: Site  
 INFRASTRUCTURE TYPE: Water and Sewer  
 COUNCIL ACCEPTANCE DATE: Thursday, December 12, 2024  
 ONE-YEAR WARRANTY DATE: Friday, December 12, 2025

Water Infrastructure	Quantity
8-inch in LF	57.00
8-inch Valves	1

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	33.00
Manholes as EA	1



**MEMORADUM**

DATE: Monday, November 25, 2024  
 TO: Jackie Deal, Director of Engineering  
 FROM: Veronika Galitsky, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: The Springs Business Park Phase 2  
 PROJECT NUMBER: 2021-030B  
 DEVELOPER: Springs Business Park , LLC  
 FINAL CERTIFICATION - LOT NUMBERS: Site  
 INFRASTRUCTURE TYPE: Water  
 COUNCIL ACCEPTANCE DATE: Thursday, December 12, 2024  
 ONE-YEAR WARRANTY DATE: Friday, December 12, 2025

Water Infrastructure	Quantity
6-inch in LF	17.00
6-inch Valves	2
12-inch in LF	2.00
12-inch Valves	1



**MEMORADUM**

DATE: Monday, November 25, 2024  
 TO: Jackie Deal, Director of Engineering  
 FROM: Veronika Galitsky, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 Kroger FC11 Fulfillment Center (Project Independence)  
 PROJECT NAME: 2021-080  
 PROJECT NUMBER: Kroger Fulfillment Network, LLC  
 DEVELOPER: Commercial Site  
 FINAL CERTIFICATION - LOT NUMBERS: Water and Sewer  
 INFRASTRUCTURE TYPE: Thursday, December 12, 2024  
 COUNCIL ACCEPTANCE DATE: Friday, December 12, 2025  
 ONE-YEAR WARRANTY DATE:

Water Infrastructure	Quantity
12-inch in LF	270.00
12-inch Valves	2
24-inch in LF	110.00
24-inch Valves	1
Hydrants	1

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	29.00
Manholes as EA	1

From: Wilmenia Gripper <[wg@123jump.org](mailto:wg@123jump.org)>

Sent: Monday, October 14, 2024 9:27 PM

To: Bill Dusch <[duschb@concordnc.gov](mailto:duschb@concordnc.gov)>

Subject: Funding Request from 1,2,3 JUMP to Support Jump Rope Programs for Concord Youth “Live Active Campaign”

Hi Mayor Bill,

I hope this message finds you well. It was a pleasure speaking with you yesterday at Diamond Stanton-William's event, and I appreciate your willingness to discuss potential funding opportunities for our nonprofit organization, 1,2,3 JUMP. The project is called “Live Active Campaign”.

We are a 501(c)(3) nonprofit in good standing, and our mission is to promote physical fitness and community connection for children through jump rope programs. Our organization focuses on serving youth aged 18 and under, and we are proud to share that over 60% of our participants are located in Concord.

I would like to formally request funding to help underwrite the cost of custom jump ropes for our programs. These ropes are essential to our services, ensuring consistency and quality in the equipment used across our camps and classes. Additionally, we give the jump ropes to our students, encouraging them to continue physical activity after our sessions—one of the key components of our program service model.

We are working towards the ambitious goal of getting 10,000 kids jumping rope, and your support would be instrumental in reaching this milestone. We are seeking to purchase 2,500 custom jump ropes, which would provide us a cost-saving benefit when purchased in larger quantities (see below). For this request we would like to fund 1000 jump ropes.

Enter Quantity: 1000

Unit Price: \$2.07

Total Price: \$2,104.99

Attached, you can find pictures from some of our programs and our Personalized Quick Speed Jump Ropes.

This contribution would add immense value to the young people of Concord, enriching their experience and contributing to the sustainability of our services in the community.

Thank you for your time and consideration of 1,2,3 JUMP and how our work has made a positive impact on the youth of Concord. We look forward to your support and I'll see you at our next VMS Breakfast.

Warm regards,

Wilmenia Gripper

Founder & Chief Mission Officer

1,2,3 JUMP

ORD. #

AN ORDINANCE TO AMEND FY 2024-2025 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13<sup>th</sup> day of June, 2024, adopt a City budget for the fiscal year beginning July 1, 2024 and ending on June 30, 2025, as amended; and

WHEREAS, it is appropriate to amend the expense/expenditures and the revenue accounts in the funds listed for the reason stated;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord that in accordance with the authority contained in G.S. 159-15, the following accounts are hereby amended as follows:

<b>Account</b>	<b>Title</b>	<b><u>Revenues</u></b>		<b>(Decrease) Increase</b>
		<b>Current Budget</b>	<b>Amended Budget</b>	
100-4370000	Fund Balance Appropriated	6,073,630	6,075,830	2,200
<b>Total</b>				<b>2,200</b>

<b>Account</b>	<b>Title</b>	<b><u>Expenses/Expenditures</u></b>		<b>(Decrease) Increase</b>
		<b>Current Budget</b>	<b>Amended Budget</b>	
4190-5470043	Golf Tournaments	5,685	7,885	2,200
<b>Total</b>				<b>2,200</b>

Reason: To appropriate Mayor Golf Tournament reserves for a donation to 1, 2, 3 JUMP.

Adopted this 12th day of December 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

ORD.

DEBT SERVICE FUND ORDINANCE AMENDMENT

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 26 Chapter 159 of the General Statutes of North Carolina, the following Debt Service Fund ordinance is hereby adopted/amended:

SECTION 1. The purpose authorized is to accumulate funds for future debt service. Funds will be accumulated until such time the City Council designates the funds for debt service. The General Fund will serve as the funding source for the Debt Service Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the fund.

SECTION 3. The following revenues are anticipated to be available/expenditures anticipated to be expended to the City of Concord for this fund & the following amounts are appropriated for the fund:

*Fund 560 Debt Service Fund*

		<u>Budget</u>	<u>Amended Budget</u>	<u>Inc(Dec)</u>
5600-5730000	Loan Principal	681,268	620,000	(61,268)
5600-5740000	Loan Interest	0	61,268	61,268
5600-5990000	Approp to Fund Balance	2,141,501	0	(2,141,501)
5600-5700001	Future Debt Service	0	2,141,501	2,141,501

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the debt service fund and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this debt service fund amendments/adoption shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out the purpose of this fund.

SECTION 6. The Finance Director is directed to report on the financial status of this fund in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 12th day of December, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

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VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE AMENDMENT**

Parks & Recreation Projects- Les Myers Park

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted/amended:

SECTION 1. The projects authorized are the projects included for Les Myers Park

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the completion of the projects:

<u>Account</u>	<u>Title</u>	<u>Revenues</u>		<u>(Decrease) Increase</u>
		<u>Current Budget</u>	<u>Amended Budget</u>	

SECTION 4. The following amounts are appropriated for the project:

<u>Account</u>	<u>Title</u>	<u>Expenses/Expenditures</u>		
		<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8300-5811001	Les Myers Park	340,634	317,614	(23,020)
8300-5811068	Future Projects	145,619	168,639	23,020
<b>Total</b>				<b>0</b>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adoption, copies of this capital projects ordinance shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this

project in accordance with the existing City policy and shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 12<sup>th</sup> day of December, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
Valerie Kolczynski, City Attorney



**CAPITAL PROJECT ORDINANCE  
Housing Repositioning Fund**

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby ordained:

SECTION 1. The project authorized and amended is the Wilkinson Repositioning project.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the project:

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
371-4501100				
371-4501100	Transfer from General Fund	0	337,380	337,380
371-4501400				
371-4501400	Transfer from Capital Project	0	2,000,000	<u>2,000,000</u>
	<b>Total</b>			<b><u>2,337,380</u></b>

SECTION 4. The following amounts are appropriated for the project:

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
3710-5194000				
3710-5194000	Contract Services	0	337,380	337,380
3710-5598000				
3710-5598000	Design & Constr. – Capital	0	1,100,000	1,100,000
3710-5811082				
3710-5811082	Future Projects	0	900,000	<u>900,000</u>
	<b>Total</b>			<b><u>2,337,380</u></b>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adopted, copies of this grant project amendment shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 12th day of December, 2024.

CITY COUNCIL  
CITY OF CONCORD

NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

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VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE AMENDMENT  
Revolving Affordable Housing Projects**

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted/amended:

SECTION 1. The project authorized is Affordable Housing

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the completion of the projects:

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
370-4361000				
370-4361000	Investment Earnings	2,150	14,163	12,013
370-4501100				
370-4501100	Transfer from General Fund	4,167,914	3,830,534	(337,380)
				<u>(325,367)</u>

SECTION 4. The following amounts are appropriated for the project:

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
3700-5194000				
3700-5194000	Contract Services	337,380	0	(337,380)
3700-5811082				
3700-5811082	Future Projects	113,179	105,192	(7,987)
3700-5475000				
3700-5475000	Affordable Housing Construction	397,104	417,104	20,000
	<b>Total</b>			<u>(325,367)</u>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adoption, copies of this capital projects ordinance shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy, and shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 12th day of November, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
Valerie Kolczynski, City Attorney

**GRANT PROJECT ORDINANCE  
American Rescue Plan Fund**

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following grant project ordinance is hereby amended:

SECTION 1. The project authorized is various projects funded by the American Rescue Plan Funds.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the completion of the projects:

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
330-4361000	Investment Earnings	0	217,415	217,415
<b>Total</b>				<b>217,415</b>

SECTION 4. The following amounts are appropriated for the project:

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
3300-5811082	Future Projects	2,000,000	217,415	(1,782,585)
3300-5987000	Transfer to Project	338,835	2,338,835	2,000,000
<b>Total</b>				<b>217,415</b>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adoption, copies of this grant projects ordinance shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 12<sup>th</sup> day of December, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

CAPITAL RESERVE FUND ORDINANCE AMENDMENT

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 18-22 Chapter 159 of the General Statutes of North Carolina, the following Capital Reserve Fund ordinance is hereby adopted/amended:

SECTION 1. The purpose authorized is to accumulate funds for future projects and capital outlay as listed in the City’s Capital Improvement Plan. Funds will be accumulated until such time the City Council designates the funds for projects. The General Fund will serve as the funding source for the Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the fund.

SECTION 3. The following revenues are anticipated to be available/expenditures anticipated to be expended to the City of Concord for this fund & the following amounts are appropriated for the project:

*Fund 285 General Capital Reserve Fund*

		<u>Budget</u>	<u>Amended Budget</u>	<u>Inc(Dec)</u>
285-4361000	Investment Earnings	1,168,055	1,575,012	406,957
8150-5811082	Future Projects	16,828,558	17,235,515	406,957

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the capital reserve fund and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this capital reserve fund amendments/adoption shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out the purpose of this fund.

SECTION 6. The Finance Director is directed to report on the financial status of this fund in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 12th day of December, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLarie Kolczynski, City Attorney

ORD.

CAPITAL PROJECT ORDINANCE AMENDMENT  
Stormwater Projects

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby ordained/amended:

SECTION 1. The project authorized and amended is Various Projects.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the project:

Account	Title	<u>Revenues</u>		
		Current Budget	Amended Budget	(Decrease) Increase
Total				

SECTION 4. The following amounts are appropriated for the projects:

Account	Title	<u>Expenses/Expenditures</u>		
		Current Budget	Amended Budget	(Decrease) Increase
7103-5811082	Future Projects	62,625	607,348	544,723
7102-5811201	Stream Restoration	2,447,765	2,093,322	(354,443)
7103-5811291	Mall North Culvert	1,000,000	838,290	(161,710)
7103-5811292	Country Club	1,330,000	1,301,430	(28,570)
Total				0

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this grant/project amendment shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 6. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 12th day of December, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolcznski, City Attorney

CAPITAL PROJECT ORDINANCE

**Water Projects**

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby ordained:

SECTION 1. The project authorized and amended is US Hwy 29/601 Bridge.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues/expenditures are anticipated to be available to the City of Concord for the project:

<b>Account</b>	<b>Title</b>	<b>Current Budget</b>	<b>Amended Budget</b>	<b>(Decrease) Increase</b>
8700-5811339	US Hwy 29/601 Bridge	530,000	0	(530,000)
8700-5811082	Future Projects	7,171,923	7,701,923	530,000

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this grant project amendment shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 6. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 12th day of December, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE AMENDMENT  
Future Projects**

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 13.2 Chapter 159 of the General Statutes of North Carolina, the following project ordinance is hereby adopted/amended:

SECTION 1. The projects authorized are the projects included for Future Projects.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the projects within the terms of the plans and specifications for the projects.

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the completion of the projects:

**Revenues**

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
421-4361000	Investment Earnings	0	146,640	146,640
421-4402150	System Development Fees	6,859,027	7,049,058	190,021
<b>Total</b>				<b>336,661</b>

SECTION 4. The following amounts are appropriated for the project:

**Expenses/Expenditures**

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8402-5811082	Future Projects	1,823,271	2,159,932	336,661
<b>Total</b>				<b>336,661</b>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adoption, copies of this capital projects ordinance shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy, and shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 12th day December, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
Valerie Kolczynski, City Attorney



AN ORDINANCE TO AMEND FY 2024-2025 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13<sup>th</sup> day of June 2024, adopt a City budget for the fiscal year beginning July 1, 2024 and ending on June 30, 2025, as amended; and

WHEREAS, it is appropriate to amend the expense/expenditures and the revenue accounts in the funds listed for the reason stated;

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord that in accordance with the authority contained in G.S. 159-15, the following accounts are hereby amended as follows:

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
680-4401351	Rental Car Facility Fee	125,000	175,000	50,000
680-4406000	Retained Earnings Approp	1,077,848	1,027,848	(50,000)
<b>Total</b>				<b>0</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
<b>Total</b>				

Reason: To increase estimated airport rental car facility fee revenues based on an increase to the rental car facility fee effective January 1, 2025.

Adopted this 12th day of December 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST: \_\_\_\_\_  
Kim Deason, City Clerk

\_\_\_\_\_  
VaLerie Kolczynski, City Attorney



# FY 2024-25 FEES, RATES AND CHARGES SCHEDULE

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Effective January 1, 2025, unless otherwise noted, or first applicable billing cycle for Utilities; Fees subject to change by Council.

City of Concord

35 Cabarrus Avenue West  
Concord, NC 28026



# Utility Billing and Collections (including City Commercial Waste Collection Billing)

## Late Fee

A Utility late fee of 1 ½ percent will be charged on all unpaid balances. A late fee will apply if payment is not paid by the 26<sup>th</sup> day. New payment arrangements are subject to late fee.

## Same Day Connection Fee

A connection fee will be charged for the same day service as follows:

Monday - Friday 8:00am - 3:00pm No Charge

Monday - Friday 3:01pm - 5:00pm \$ 100.00

\*No regular connection after hours, on weekends, or holidays.

**Note:** Same day service will only apply to residential customers applying for new service or transferring service. Same day service is not available for meter sets.

## Non-Payment Administration Fee

An Administration fee will be charged as follows:

Monday - Friday 8:00am - 4:00pm \$ 50.00

Monday - Friday after 4:00pm, Weekends, and Holidays \$ 100.00

**Note:** Once a customer has been placed on the cutoff list, administrative fees apply regardless of whether the customer has been disconnected.

## Security Deposits

Commercial and Industrial customers who provide a letter of credit at the initial application for service will not be required to pay a deposit. However, if a letter of credit is not provided, a deposit equal to two month's estimated average bill is required. Disconnection for non-payment will require a deposit equal to two months average bill for reconnection of services.

Residential customers who meet a satisfactory credit rating are not required to have a security deposit at time of initial service. Disconnection for non-payment, returned checks, or bankruptcy will subject customer to deposit schedule for reconnection of service.

Residential customers who fail to meet a satisfactory credit rating will be required to pay a deposit as follows:

Water service \$ 75.00

Electric service \$ 200.00

Sewer service \$ 75.00

Any combination of utility services, deposit fees will be added together for the total deposit amount as stated above.

**Returned Payment Charge**

There will be a \$25.00 service charge for returned payments. Services are subject to disconnection for returned payments.

**Partial Payment Application**

Partial payments will be applied to services in the order of Stormwater, Commercial waste collection, Sewer, Water, and Electricity. Customer is responsible for remaining past due amounts and is subject to disconnection without further notice.

**Check Cashing**

Checks are not accepted for accounts disconnected due to non-payment and/or returned payments. No third-party checks will be cashed.

**Involuntary Discontinuance of Service - Water and Sewer**

In order to protect the City's water distribution and wastewater collection systems, to protect the consuming public, to prevent the dangerous and destructive practice of tampering with any water distribution or wastewater collection facilities of the City, the following penalties are hereby established:

- (1) Penalty of \$500.00 for altering, tampering with, removing, or replacing a City water meter. A fee of \$500.00 for jumping or by-passing of water meter.
- (2) All cases not covered by the specific situations as noted above, will be judged on an individual basis and treated accordingly.
- (3) In addition to the fees set forth above, the offending party shall pay all costs incurred by the City by reason of damage to its equipment.
- (4) In addition to the fees and costs provided in the above, such conduct described shall be subject to immediate disconnection of City water and/or sewer service if the offending party is a City water and/or sewer customer.
- (5) The penalties and costs herein provided shall be imposed by the Customer Service Manager, department(s) involved, or their designated agents.
- (6) When it becomes necessary for the City to discontinue services for any reasons listed in Section 4, *Discontinuing Services* of the City's Customer Service Policies and Procedures Manual, service will be restored after payment of (1) all past due bills due to the City, (2) any deposit as required, and (3) any material and labor costs incurred by the City, according to the current Fee Schedule. No meters will set in subdivision until all penalties and charges are paid.
- (7) Any person upon whom penalty and/or cost is imposed shall have the right of appeal from the action taken by the Customer Service Manager directly to the Finance Director.
- (8) Any person upon whom any penalty and/or cost are imposed shall have the right of appeal from the action taken by the Finance Director to the City Manager.
- (9) If it is determined that a residential customer is a first-time offender, the tampering charge may be reduced to \$100.00 plus the damages, usage, and reconnection fee.

**Involuntary Discontinuance of Service (Meter Tampering) - Electric**

In order to protect the City's electric distribution systems, to protect the consuming public, to prevent the theft of electric energy, and to prevent the dangerous and destructive practice of tampering with electric facilities of the City, the following fees are hereby established:

- (1) A penalty of \$50.00 for breaking, removing, or replacing a City electric meter seal or disconnecting or reconnecting City electric service for the purpose of working on the service without notice to and approval by the Customer Care Department. Any consumer who fails to have said service inspected by the County Electrical Inspector within a period of five (5) working days, or upon said inspection, such work as was done should fail electrical inspection, shall be subject to immediate disconnection from the City electric system, and shall be liable to the City for all costs incurred during disconnection and reconnection of said service.

- (2) A penalty of \$500.00 for altering, tampering with, or removing or replacing a City electric meter for the purpose of obtaining service after service has been disconnected for non-payment of electric bills rendered.
- (3) A penalty of \$500.00 for straight wiring, jumping or by any other means obtaining electric service from an existing service pole or pedestal. A penalty of \$500.00 for altering the registration of an electric meter by use of any electronic or mechanical means or the obtaining of electric power by any means when said power is obtained by bypassing registration of the electric meter.
- (4) If metering equipment is damaged, it will be replaced or repaired according to the City's specifications. Any offending party whose electric service has been discontinued by the City pursuant to this section shall not be eligible for reconnection to the City's electric service either at the point of infringement or at any other locations on the City's electric system until the penalty imposed & all replacement/repair costs are paid in full.
- (5) If service has been disconnected from a power source for non-payment or meter tampering and the customer restores service on a non-protected circuit (i.e. mobile home pedestal, junction pedestal, transformer, etc), persons involved may face legal prosecution and penalties in the amount of \$500.00 will be required in addition to other tampering charges to reconnect service.
- (6) All cases not covered by the specific situations as noted above, will be judged on an individual basis and treated accordingly.
- (7) In addition to the penalties and cost provided in the above, such conduct described shall be subject to immediate disconnection of City electric service if the offending party is a City electric customer.
- (8) The penalties and costs herein provided shall be imposed by the Customer Service Manager or his/her designated agent.
- (9) Any person upon whom any penalties and/or costs are imposed shall have the right of appeal from the action taken by the Customer Service Manager directly to the Finance Director.
- (10) Any person upon whom any penalty and/or costs are imposed shall have the right of appeal from the action taken by the Finance Director to the City Manager.
- (11) If it is determined that a residential customer is a first-time offender, the tampering charge may be reduced to \$100 plus the damages, usage and reconnection fee.



# FY 2024-25 FEES, RATES AND CHARGES SCHEDULE

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Effective January 1, 2025, unless otherwise noted, or first applicable billing cycle for Utilities; Fees subject to change by Council.

**City of Concord**  
35 Cabarrus Avenue West  
Concord, NC 28026



# Utility Billing and Collections (including City Commercial Waste Collection Billing)

## Late Fee

A Utility late fee of 1 ½ percent will be charged on all unpaid balances. A late fee will apply if payment is not paid by the 26<sup>th</sup> day. New payment arrangements are subject to late fee.

## Same Day Connection Fee

A connection fee will be charged for the same day service as follows:

Monday - Friday 8:00am - 3:00pm	No Charge
Monday - Friday 3:01pm - 5:00pm	\$ 100.00

\*No regular connection after hours, on weekends, or holidays.

**Note:** Same day service will only apply to residential customers applying for new service or transferring service. Same day service is not available for meter sets.

## Non-Payment Administration Fee

An Administration fee will be charged as follows:

Monday - Friday 8:00am - 4:00pm	\$ 50.00
Monday - Friday after 4:00pm, Weekends, and Holidays	\$ 100.00

**Note:** Once a customer has been placed on the cutoff list, administrative fees apply regardless of whether the customer has been disconnected.

## Security Deposits

Commercial and Industrial customers who provide a letter of credit at the initial application for service will not be required to pay a deposit. However, if a letter of credit is not provided, a deposit equal to two month's estimated average bill is required. Disconnection for non-payment will require a deposit equal to two months average bill for reconnection of services.

Residential customers who meet a satisfactory credit rating are not required to have a security deposit at time of initial service. Disconnection for non-payment, returned checks, or bankruptcy will subject customer to deposit schedule for reconnection of service.

Residential customers who fail to meet a satisfactory credit rating will be required to pay a deposit as follows:

Water service	\$ 75.00
Electric service	\$ 200.00
Sewer service	\$ 75.00

Any combination of utility services, deposit fees will be added together for the total deposit amount as stated above.

## Returned Payment Charge

There will be a \$25.00 service charge for returned payments. Services are subject to disconnection for returned payments.

## Partial Payment Application

Partial payments will be applied to services in the order of Stormwater, Commercial waste collection, Sewer, Water, and Electricity. Customer is responsible for remaining past due amounts and is subject to disconnection without further notice.

### Check Cashing

Checks are not accepted for accounts disconnected due to non-payment and/or returned payments. No third-party checks will be cashed.

### Involuntary Discontinuance of Service - Water and Sewer

In order to protect the City's water distribution and wastewater collection systems, to protect the consuming public, to prevent the dangerous and destructive practice of tampering with any water distribution or wastewater collection facilities of the City, the following penalties are hereby established:

- (1) Penalty of \$500.00 for altering, tampering with, removing, or replacing a City water meter. A fee of \$500.00 for jumping or by-passing of water meter.
- (2) All cases not covered by the specific situations as noted above, will be judged on an individual basis and treated accordingly.
- (3) In addition to the fees set forth above, the offending party shall pay all costs incurred by the City by reason of damage to its equipment.
- (4) In addition to the fees and costs provided in the above, such conduct described shall be subject to immediate disconnection of City water and/or sewer service if the offending party is a City water and/or sewer customer.
- (5) The penalties and costs herein provided shall be imposed by the Customer Service Manager, department(s) involved, or their designated agents.
- (6) When it becomes necessary for the City to discontinue services for any reasons listed in Section 4, *Discontinuing Services* of the City's Customer Service Policies and Procedures Manual, service will be restored after payment of (1) all past due bills due to the City, (2) any deposit as required, and (3) any material and labor costs incurred by the City, according to the current Fee Schedule. No meters will set in subdivision until all penalties and charges are paid.
- (7) Any person upon whom penalty and/or cost is imposed shall have the right of appeal from the action taken by the Customer Service Manager directly to the Finance Director.
- (8) Any person upon whom any penalty and/or cost are imposed shall have the right of appeal from the action taken by the Finance Director to the City Manager.
- (9) If it is determined that a residential customer is a first-time offender, the tampering charge may be reduced to \$100.00 plus the damages, usage, and reconnection fee.

### Involuntary Discontinuance of Service (Meter Tampering) - Electric

In order to protect the City's electric distribution systems, to protect the consuming public, to prevent the theft of electric energy, and to prevent the dangerous and destructive practice of tampering with electric facilities of the City, the following fees are hereby established:

- (1) A penalty of \$50.00 for breaking, removing, or replacing a City electric meter seal or disconnecting or reconnecting City electric service for the purpose of working on the service without notice to and approval by the Customer Care Department. Any consumer who fails to have said service inspected by the County Electrical Inspector within a period of five (5) working days, or upon said inspection, such work as was done should fail electrical inspection, shall be subject to immediate disconnection from the City electric system, and shall be liable to the City for all costs incurred during disconnection and reconnection of said service.
- (2) A penalty of \$500.00 for altering, tampering with, or removing or replacing a City electric meter for the purpose of obtaining service after service has been disconnected for non-payment of electric bills rendered.
- (3) A penalty of \$500.00 for straight wiring, jumping or by any other means obtaining electric service from an existing service pole or pedestal. A penalty of \$500.00 for altering the registration of an electric meter by use of any electronic or mechanical means or the obtaining of electric power by any means when said power is obtained by bypassing registration of the electric meter.
- (4) If metering equipment is damaged, it will be replaced or repaired according to the City's specifications. Any offending party whose electric service has been discontinued by the City pursuant to this section shall not be



- eligible for reconnection to the City's electric service either at the point of infringement or at any other locations on the City's electric system until the penalty imposed & all replacement/repair costs are paid in full.
- (5) If service has been disconnected from a power source for non-payment or meter tampering and the customer restores service on a non-protected circuit (i.e. mobile home pedestal, junction pedestal, transformer, etc), persons involved may face legal prosecution and penalties in the amount of \$500.00 will be required in addition to other tampering charges to reconnect service.
  - (6) All cases not covered by the specific situations as noted above, will be judged on an individual basis and treated accordingly.
  - (7) In addition to the penalties and cost provided in the above, such conduct described shall be subject to immediate disconnection of City electric service if the offending party is a City electric customer.
  - (8) The penalties and costs herein provided shall be imposed by the Customer Service Manager or his/her designated agent.
  - (9) Any person upon whom any penalties and/or costs are imposed shall have the right of appeal from the action taken by the Customer Service Manager directly to the Finance Director.
  - (10) Any person upon whom any penalty and/or costs are imposed shall have the right of appeal from the action taken by the Finance Director to the City Manager.
  - (11) If it is determined that a residential customer is a first-time offender, the tampering charge may be reduced to \$100 plus the damages, usage and reconnection fee.

**Tax Report for Fiscal Year 2024-2025**

**FINAL REPORT**

**October**

**Property Tax Receipts- Munis**

2024 BUDGET YEAR	2818709.31
2023	24441.39
2022	2019.82
2021	900.62
2020	630.43
2019	338.26
2018	1.43
2017	-
2016	40.27
2015	-
Prior Years	-
Interest	16,357.44
Refunds	
	<u>2,863,438.97</u>

**Vehicle Tax Receipts- County**

2024 BUDGET YEAR	544,110.56
2023	
2022	
2021	
2020	
2019	
2018	
Prior Years	61.38
Penalty & Interest	9,661.19
Refunds	
	<u>553,833.13</u>

**Fire District Tax - County**

2024 BUDGET YEAR	15,024.77
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Less: Collection Fee from County

<b>Net Ad Valorem Collections</b>	<u>3,432,296.87</u>
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423:Vehicle Tag Fee-Transportation Impr Fund	37,439.37
100:Vehicle Tag Fee	152,011.25
630:Vehicle Tag Fee-Transportation Fund	37,439.38
Less Collection Fee - Transit	
<b>Net Vehicle Tag Collection</b>	<u>226,890.00</u>

Privilege License	-
Prepaid Privilege Licenses	
Privilege License interest	
<b>Total Privilege License</b>	<u>-</u>

Oakwood Cemetery current	-
Oakwood Cemetery endowment	-
Rutherford Cemetery current	5,633.37
Rutherford Cemetery endowment	2,866.63
West Concord Cemetery current	2,975.00
West Concord Cemetery endowment	-
<b>Total Cemetery Collections</b>	<u>11,475.00</u>

<b>Total Collections</b>	<u>\$ 3,670,661.87</u>
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<b>Current Year</b>	
<b>Original Scroll</b>	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	116,754.29
Discovery Penalty	1,938.14
<b>Total Amount Invoiced - Monthly</b>	<u>118,692.43</u>
<b>Total Amount Invoiced - YTD</b>	93,688,683.59

<b>Current Year</b>	
<b>Less Abatements (Releases)</b>	
Real	189,594.43
Personal	
Discovery	
Penalty - all	
<b>Total Abatements</b>	<u>189,594.43</u>

<b>Adjusted Amount Invoiced - monthly</b>	<b>(70,902.00)</b>
<b>Adjusted Amount Invoiced - YTD</b>	93,358,035.30

Current Levy Collected	2,818,709.31
Levy Collected from previous years	28,372.22
Penalties & Interest Collected	16,357.44
Current Month Write Off - Debit/Credit	-
<b>Total Monthly Collected</b>	<u>2,863,438.97</u>
<b>Total Collected - YTD</b>	14,411,046.94

**Total Collected - net current levy -YTD** 14,194,538.53

Percentage of Collected -current levy 15.20%

Amount Uncollected - current year levy 79,163,496.77

Percentage of Uncollected - current levy 84.80%

100.00%

**CITY OF CONCORD**

**Summary of Releases, Refunds and Discoveries for the Month of October 2024**

<b>RELEASES</b>		
CITY OF CONCORD	\$	<b>189,594.43</b>
CONCORD DOWNTOWN	\$	<b>44.20</b>

<b>REFUNDS</b>		
CITY OF CONCORD	\$	<b>1,757.40</b>
CONCORD DOWNTOWN	\$	<b>360.00</b>

<b>DISCOVERIES</b>							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2018	0	0	0	0.0048	0.00	0.00	
2019	0	64,010	64,010	0.0048	307.25	184.35	
2020	0	81,067	81,067	0.0048	389.12	194.59	
2021	5,369,350	191,967	5,561,317	0.0048	26,694.32	368.58	
2022	5,369,350	286,290	5,655,640	0.0048	27,147.07	412.26	
2023	5,369,350	536,002	5,905,352	0.0048	28,345.69	514.56	
2024	7,436,440	628,045	8,064,485	0.0042	33,870.84	263.80	
<b>Total</b>	<b>23,544,490</b>	<b>1,787,381</b>	<b>25,331,871</b>		<b>\$ 116,754.29</b>	<b>\$ 1,938.14</b>	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2019	0	0	0	0.0023	0.00	0.00	
2020	0	0	0	0.0023	0.00	0.00	
2021	0	0	0	0.0023	0.00	0.00	
2022	0	0	0	0.0023	0.00	0.00	
2023	0	0	0	0.0023	0.00	0.00	
2024	0	0	0	0.0016	0.00	0.00	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>\$ -</b>	

City of Concord  
Portfolio Holdings  
Monthly Investments to Council  
Report Format: By Transaction  
Group By: Security Type  
Average By: Cost Value  
Portfolio / Report Group: All Portfolios  
As of 10/31/2024

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
<b>Commercial Paper</b>									
CP MUFG BANK LTD 0 11/15/2024	62479LLF0	5,000,000.00	4,866,533.33	11/15/2024	5.425	1.20	5/17/2024	97.330667	15
CP CREDIT AGRICOLE CIB NY 0 11/22/2024	22533TLN4	5,000,000.00	4,844,680.56	11/22/2024	5.470	1.19	4/25/2024	96.893611	22
CP LMA AMERS LLC 0 1/10/2025	53944QNA4	5,000,000.00	4,850,569.44	1/10/2025	5.463	1.19	6/21/2024	97.011389	71
CP MOUNTCLIFF FUNDING 0 2/21/2025	62455FPM2	5,000,000.00	4,876,220.85	2/21/2025	4.994	1.20	8/22/2024	97.524417	113
CP NATIXIS NY 0 5/9/2025	63873JS92	5,000,000.00	4,872,394.44	5/9/2025	4.577	1.20	10/15/2024	97.447889	190
CP TORONTO DOMINION BANK 0 5/16/2025	89119ASG4	5,000,000.00	4,871,775.00	5/16/2025	4.577	1.20	10/21/2024	97.4355	197
CP BNP PARIBAS NY 0 5/23/2025	09659BSP6	5,000,000.00	4,832,995.85	5/23/2025	4.624	1.19	8/27/2024	96.659917	204
CP TOYOTA MTR CR CORP 0 6/6/2025	89233GT63	5,000,000.00	4,836,358.35	6/6/2025	4.528	1.19	9/10/2024	96.727167	218
Sub Total / Average Commercial Paper		40,000,000.00	38,851,527.82		4.957	9.57		97.129905	129
<b>FFCB Bond</b>									
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.23	12/10/2021	100	39
FFCB 5 3/10/2025	3133EPCW3	5,000,000.00	5,000,989.35	3/10/2025	4.984	1.23	8/10/2023	100.019787	130
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.23	4/21/2021	100	172
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.23	9/29/2020	100	333
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.23	12/22/2021	100	417
FFCB 4.625 3/5/2026	3133EP4K8	5,000,000.00	4,999,610.20	3/5/2026	4.628	1.23	3/22/2024	99.992204	490
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.23	12/17/2020	100	593
FFCB 4.75 9/1/2026	3133EPUW3	5,000,000.00	4,971,300.00	9/1/2026	4.961	1.22	9/22/2023	99.426	670
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.23	9/28/2021	100	697
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.23	3/30/2020	100	880
FFCB 4.58 8/27/2027-25	3133ERRA1	5,000,000.00	5,000,000.00	8/27/2027	4.580	1.23	8/27/2024	100	1,030
FFCB 4.4 10/4/2027-25	3133ERVZ1	5,000,000.00	5,000,000.00	10/4/2027	4.400	1.23	10/4/2024	100	1,068
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.23	3/10/2021	100	1,226
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.23	3/23/2021	100	1,239
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.23	2/16/2021	99.725	1,547
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.22	3/24/2021	99.2	1,596
Sub Total / Average FFCB Bond		80,000,000.00	79,918,149.55		2.232	19.68		99.898236	757
<b>FHLB Bond</b>									
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.23	1/27/2022	100	88
FHLB 0 6/20/2025	313385HC3	5,000,000.00	4,864,730.55	6/20/2025	4.296	1.20	10/30/2024	97.294611	232
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.23	1/29/2021	99.98	257
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.23	1/20/2021	99.98	354
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.23	12/30/2020	100	425
FHLB 5.35 1/23/2026-25	3130B14G9	5,000,000.00	5,000,000.00	1/23/2026	5.350	1.23	4/25/2024	100	449
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.23	1/29/2021	100	455
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.23	2/17/2021	99.9	474
FHLB 0.8 3/10/2026-21	3130ALF8S	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.23	3/10/2021	100	495
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.23	4/29/2021	100	545
FHLB 5.2 6/30/2026-24	3130B03A5	5,000,000.00	4,998,250.00	6/30/2026	5.218	1.23	2/27/2024	99.965	607
FHLB 4.36 10/15/2026-25	3130B3BS1	5,000,000.00	5,000,000.00	10/15/2026	4.360	1.23	10/15/2024	100	714
FHLB 3.86 12/18/2026-25	3130B2W68	4,985,000.00	4,985,000.00	12/18/2026	3.860	1.23	9/30/2024	100	778
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.23	8/28/2020	99.725	1,020
FHLB 4.25 9/10/2029-25	3130B2TX3	5,000,000.00	5,000,000.00	9/10/2029	4.250	1.23	9/23/2024	100	1,775
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.23	11/1/2019	100	1,827
Sub Total / Average FHLB Bond		79,985,000.00	79,827,230.55		2.317	19.66		99.807001	657
<b>FHLMC Bond</b>									

FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.32	3/4/2022	99.386016	104
FHLMC 5.15 2/14/2025-23	3134GYJ29	5,000,000.00	4,984,200.00	2/14/2025	5.409	1.23	11/17/2023	99.684	106
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.30	8/4/2022	92.438	263
FHLMC 0.375 9/23/2025	3137EAEX3	1,570,000.00	1,405,668.10	9/23/2025	4.166	0.35	10/6/2022	89.533	327
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.22	11/4/2022	88.468864	327
FHLMC 0.375 9/23/2025	3137EAEX3	560,000.00	504,624.88	9/23/2025	4.156	0.12	12/6/2022	90.111586	327
FHLMC 5.15 2/18/2026-24	3134H1TY9	5,250,000.00	5,249,212.50	2/18/2026	5.159	1.29	2/23/2024	99.985	475
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.23	7/14/2020	100	621
FHLMC 3.75 8/28/2026-25	3134HAHZ9	5,000,000.00	4,966,150.00	8/28/2026	4.095	1.22	8/30/2024	99.323	666
FHLMC 5.2 12/4/2026-24	3134H1LA9	5,000,000.00	5,000,000.00	12/4/2026	5.200	1.23	12/4/2023	100	764
FHLMC 5.25 12/11/2026-24	3134H1MA8	5,000,000.00	5,000,000.00	12/11/2026	5.250	1.23	12/15/2023	100	771
FHLMC 4.25 2/22/2027-24	3134H1SN4	5,000,000.00	4,952,500.00	2/22/2027	4.593	1.22	2/22/2024	99.05	844
FHLMC 2.67 3/25/2027-24	3134GXNM2	5,000,000.00	4,745,882.69	3/25/2027	4.500	1.17	3/25/2024	94.917654	875
FHLMC 5.25 6/17/2027-25	3134H12Q5	5,000,000.00	5,000,000.00	6/17/2027	5.250	1.23	6/21/2024	100	959
FHLMC 4.375 6/25/2027-25	3134H13G6	5,000,000.00	4,961,910.00	6/25/2027	4.650	1.22	6/25/2024	99.2382	967
FHLMC 3.5 7/1/2027-25	3134HAPH0	5,000,000.00	4,972,500.00	7/1/2027	3.713	1.22	9/27/2024	99.45	973
FHLMC 4.5 7/9/2027-25	3134H14T7	5,000,000.00	4,967,500.00	7/9/2027	4.736	1.22	7/15/2024	99.35	981
FHLMC 3.375 9/23/2027-25	3134HALQ4	5,000,000.00	4,964,770.00	9/23/2027	3.624	1.22	9/23/2024	99.2954	1,057
FHLMC 3.625 10/15/2027-25	3134HASE4	5,000,000.00	4,962,500.00	10/15/2027	3.892	1.22	10/15/2024	99.25	1,079
FHLMC Step 8/20/2029-25	3134HAGE7	5,000,000.00	5,000,000.00	8/20/2029	4.286	1.23	8/20/2024	100	1,754
Sub Total / Average FHLMC Bond		81,010,000.00	80,043,500.91		4.284	19.71		98.865621	818
FNMA Bond									
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.23	7/19/2021	99.797	46
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.26	1/5/2022	101.665856	68
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.31	5/5/2022	93.265273	173
FNMA 0.625 4/22/2025	3135G03U5	5,000,000.00	4,761,950.00	4/22/2025	4.500	1.17	1/12/2024	95.239	173
FNMA 0.5 6/17/2025	3135G04Z3	925,000.00	861,249.00	6/17/2025	2.892	0.21	6/6/2022	93.108	229
FNMA 0.5 6/17/2025	3135G04Z3	1,365,000.00	1,271,599.52	6/17/2025	2.943	0.31	7/7/2022	93.157474	229
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.23	7/14/2020	100	256
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.23	8/19/2020	100	292
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.23	8/25/2020	100	298
FNMA 0.375 8/25/2025	3135G05X7	920,000.00	839,132.00	8/25/2025	3.521	0.21	9/7/2022	91.21	298
FNMA 0.5 11/7/2025	3135G06G3	1,295,000.00	1,169,555.72	11/7/2025	4.152	0.29	1/5/2023	90.313183	372
FNMA 0.5 11/7/2025	3135G06G3	830,000.00	743,924.04	11/7/2025	4.682	0.18	3/7/2023	89.629402	372
FNMA 0.5 11/7/2025	3135G06G3	885,000.00	815,301.29	11/7/2025	3.719	0.20	4/5/2023	92.12444	372
FNMA 0.57 12/29/2025-21	3135GABS9	5,000,000.00	4,563,350.00	12/29/2025	4.967	1.12	11/17/2023	91.267	424
FNMA 2.125 4/24/2026	3135G0K36	545,000.00	519,466.75	4/24/2026	3.805	0.13	5/3/2023	95.315	540
FNMA 0.75 7/30/2026-20	3136G4D91	1,000,000.00	888,980.00	7/30/2026	5.116	0.22	10/27/2023	88.898	637
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.23	10/29/2020	100	728
FNMA 5 1/8/2027-25	3135GALP4	5,000,000.00	5,000,000.00	1/8/2027	5.000	1.23	1/12/2024	100	799
FNMA 5.25 2/2/2027-24	3135GAMS7	5,000,000.00	5,000,000.00	2/2/2027	5.250	1.23	2/2/2024	100	824
FNMA 5.3 3/4/2027-25	3135GAPU9	5,000,000.00	5,000,000.00	3/4/2027	5.300	1.23	3/4/2024	100	854
FNMA 4.25 4/9/2027-25	3135GAQU8	5,000,000.00	4,951,479.86	4/9/2027	4.600	1.22	4/9/2024	99.029597	890
FNMA 3.5 9/24/2027-25	3135GAVE8	5,000,000.00	4,932,000.00	9/24/2027	3.997	1.21	10/21/2024	98.64	1,058
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.23	11/4/2020	100	1,099
Sub Total / Average FNMA Bond		75,180,000.00	73,648,820.67		2.933	18.14		98.077561	560
Local Government Investment Pool									
NC CLASS LGIP	NCCLASS	7,098,383.63	7,098,383.63	N/A	4.989	1.75	5/24/2024	100	1
NCCMT LGIP	NCCMT481	15,592,656.43	15,592,656.43	N/A	4.690	3.84	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		22,691,040.06	22,691,040.06		4.783	5.59		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	21,203,038.12	21,203,038.12	N/A	4.900	5.22	3/31/2019	100	1
Sub Total / Average Money Market		21,203,038.12	21,203,038.12		4.900	5.22		100	1
Treasury Bill									
T-Bill 0 3/20/2025	912797KJ5	5,000,000.00	4,897,533.35	3/20/2025	4.389	1.21	9/27/2024	97.950667	140
Sub Total / Average Treasury Bill		5,000,000.00	4,897,533.35		4.389	1.21		97.950667	140
Treasury Note									

T-Note 4.5 11/30/2024	91282CFX4	5,000,000.00	4,977,150.00	11/30/2024	5.278	1.23	4/25/2024	99.543	30
Sub Total / Average Treasury Note		5,000,000.00	4,977,150.00		5.278	1.23		99.543	30
Total / Average		410,069,078.18	406,057,991.03		3.386	100		99.064806	556