



City Council Agenda

Thursday, January 9, 2025

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 26, December 10, and December 12, 2024

IV. Presentations

1. Presentation of a Proclamation recognizing Monday, January 20, 2025 as Dr. Martin Luther King, Jr. Day.

2. Presentation of a Proclamation recognizing the week of January 18-February 2, 2025 as Health for Humanity-Yogathon.

3. Presentation of retirement plaque recognizing Captain Warren Hatley for 29 years of service with the City of Concord.

Captain Hatley began his service with the fire department in October 1995. He has worked throughout the ranks from basic firefighter to Captain. Captain Hatley has been responsible for handling situations from the simplest station tour question or tasked with the most technical fire or rescue scenario he could encounter. Captain Hatley feels he is part of the best team in the City and has worked in every weather condition to bring about the best possible outcome for our citizens and visitors. He has witnessed the City grow to almost double in size, bringing growth and opportunities to our community. Warren has had the pleasure to have made lifelong friends and worked with the best people in the world. He is looking forward to retiring and spending quality time with his family. Captain Hatley is very appreciative for the opportunity to have served with Team Concord.

4. Presentation of the Distinguished Budget Award and the PAFR Award from the Government Finance Officers Association of the United States and Canada.

The Government Finance Officers Association (GFOA) has awarded Concord with the Distinguished Budget Presentation Award for its Fiscal Year 2025 budget. This national award is the highest award in governmental budgeting and recognizes organizations that produce exemplary budgets serving as policy documents, financial plans, operational guides, and communication devices. The City's achievement is particularly notable, as only a small percentage of North Carolina municipalities have earned this distinction. In addition to the overall award, the FY 2025 budget received special recognition in three categories: Performance Measures, Strategic Goals & Strategies, and Capital Program. This exceptional accomplishment signifies that all three reviewers unanimously awarded the highest possible score in each category. This year's award marks the City's 23rd consecutive year of receiving this recognition.

The Government Finance Officers Association of the United States and Canada (GFOA) has awarded the City with the Award for Outstanding Achievement in Popular Financial Reporting for the City's FY2023 Popular Annual Financial Report (PAFR). This is the fourth year that the City has received this award. Receiving this award is a reflection of the hard work of the budget staff and their dedication to

providing transparent financial reporting. With this award, the City is a Triple Crown winner for the fourth year in a row, meaning the City received the Achievement Awards for our Annual Comprehensive Financial Report, Annual Operating Budget Document, and PAFR.

V. Unfinished Business

VI. New Business

A. Informational Items

B. Departmental Reports

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

C. Recognition of Persons Requesting to be Heard

D. Public Hearings

1. Conduct a public hearing pursuant to North Carolina General Statutes Sec. 158-7.1 to consider granting a three-year/50% tax-based economic development grant to Custom Ingredients, Inc. DBA Custom Flavors to locate at 7955 & 7975 West Winds Blvd NW, Concord, North Carolina 28027. The project will have an investment of approximately \$7,750,000 in real and personal property.

Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. Custom Ingredients, Inc. proposes to develop a food flavoring manufacturing facility and proposes to invest approximately \$7,750,000 in real and personal property. The company will create a minimum of 42 jobs within 3 years. The total value of the City's three-year/50% grant is estimated to equal \$34,078 depending on the actual investment. The City of Concord would still collect a three-year net revenue of \$34,078 after the incentive payments.

Recommendation: Conduct a public hearing; and consider offering a contract for a three-year/50% tax-based Economic Development Grant to Custom Ingredients, Inc. DBA Custom Flavors to locate at 7955 & 7975 West Winds Blvd NW, Concord, North Carolina 28027.

2. Conduct a public hearing pursuant to North Carolina General Statutes Sec. 158-7.1 to consider granting a one-year/85% tax-based economic development industrial spec grant to HSREI, LLC, to locate at 4295 Defender Way NW, Concord, North Carolina 28027. The project will have an investment of approximately \$35,000,000 in real property.

Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. HSREI, LLC, proposes to develop an Advanced Manufacturing Center (AMC) on 27 acres adjacent to Hendrick Motorsports Campus. This building design, to be constructed with tilt-up concrete walls and glass and metal accents, will be an approximately 260,000 SF advanced manufacturing facility and will attract a premier advanced manufacturing tenant. It will be among the finest facilities of its type in the region and create a place where high-quality careers expand for decades. HSREI, LLC, proposes to invest approximately \$35,000,000 in real property. The total value of the City's one-year/85% grant is estimated to equal \$124,950 depending on the actual investment. The City of Concord would still collect a one-year net revenue of \$22,050 after the incentive payments.

Recommendation: Consider offering a contract for a one-year/85% tax-based Economic Development Industrial Spec Grant to HSREI, LLC, to locate at 4295 Defender Way NW, Concord, North Carolina 28027.

3. Conduct a public hearing to consider adopting an ordinance amending Article 5 "Subdivisions, Site Plans, Construction Plans," Sections 5.2 and 5.3 and Article 8 "Use Regulations," Table 8.1.8, Use Table," of the Concord Development Ordinance (CDO) relative to on-site water and wastewater systems.

This item is the CDO change related to the Code amendment regarding on-site water and wastewater systems as mandated by HB 628. The proposed amendment includes allowing private sewage treatment facilities by right and requires that the private systems be shown on both preliminary and final subdivision plats. The Planning Commission staff report, and complete strike-through document are included. At their December 17th meeting, the Planning and Zoning Commission unanimously recommended the amendment to Council.

Recommendation: Motion to conduct a public hearing and adopt an ordinance amending Articles 5 & 8 of the CDO to adopt changes related to on-site water and sewer systems.

E. Presentations of Petitions and Requests

1. Consider adopting an ordinance amending Chapter 62 Water and Wastewater Utilities Section 62-31 “Required Connection” of the City Code to address statutory changes related to the use of on-site water and wastewater systems.

The General Assembly recently passed House Bill 628 (codified as G.S. 160A-317) which mandated that municipalities allow the use of on-site water and sewer systems in certain situations. The Statute require that a jurisdiction cannot impose a sewer connection mandate if 1) there is no capacity or 2) the cost of connection exceeds the cost of developing a private system. The Statute also states that connection to water cannot be required and a well may be used if the jurisdiction cannot provide adequate water pressure.

City Council gave staff guidance at their October Work Session relative to statutory compliance and the quarterly sewer allocation process. Council’s direction was to amend the City Code to require applicants to pursue allocation (provided there is physical capacity at the plant). The proposed amendment also clarifies that an applicant may pursue the private system based on the cost issue and adds the provision about water service. The amendment has been a collaborative effort with Legal, Water Resources, and Engineering. The amendment includes a requirement for a pre-application meeting with the Development Review Committee (DRC) to ensure that staff is aware of proposed on-site systems.

Although Planning Commission's review of City Code changes is not required, staff presented this item as a companion to the related Concord Development Ordinance (CDO) changes. A staff report detailing both items and a strike-through document of Section 62-31 are included.

Recommendation: Motion to adopt an ordinance amending Section 62-31 of the City Code relative to on-site water and wastewater systems.

2. Consider renaming private street Stowe Lane to Team Hendrick Way.

According to the Code of Ordinances, the City Council assigns official street names to public and private streets. Hendrick Motorsports is requesting that a private street on the Hendrick Motorsports campus be renamed. The street is entirely on the Hendrick property and will not affect other property owners.

Cabarrus County has confirmed that the name of Team Hendrick Way will not cause a conflict with other street names in the County. The City would not incur any cost associated with this change, as the property owner will pay for the street signs.

Recommendation: Motion to approve adopting the name change from Stowe Lane to Team Hendrick Way.

3. Consider entering into an agreement with the City of Kannapolis to construct structural signage and landscaping at designated interchanges along I-85.

The North Carolina Department of Transportation (NCDOT) completed a multi-year project for the widening and enhancement of the Interstate 85 highway through Cabarrus County including a substantial portion of the corridor lying between the municipal jurisdictions of Concord and Kannapolis. The cities of

Concord and Kannapolis received consent from NCDOT to use the Exits as branded gateways consisting of structural signage and landscaping in a comprehensive and collaborative system for welcoming visitors and shepherding residents into the jurisdictions in an aesthetic and informative manner consistent with the Cabarrus County county-wide Wayfinding System.

The attached interlocal agreement outlines the responsibilities and cost share between Concord and Kannapolis. The interchanges noted in the agreement are Exits 58 (US 29), 60 (Copperfield/Dale Earnhardt), and 63 (Lane Street). Exits 58 and 60 will be a 50% split between the cities and Exit 63 will be solely the City of Kannapolis. Based on the latest estimates, Concord will be responsible for \$364,000 and Kannapolis will be responsible for \$787,576.

Recommendation: Motion to consider entering into an agreement with the City of Kannapolis to construct structural signage and landscaping at designated interchanges along I-85.

4. Consider awarding two bids in the amount of \$876,962 to WESCO and Siemens Energy for switching station equipment and 121kV circuit breakers for Delivery 3.

Delivery 3, located at 4550 Pitts School Rd., is being upgraded to include a new main breaker, replacement feeder breakers, and new GOAB switches. Siemens will supply the 121kV breakers for a total cost of \$ 765,860. WESCO will supply the 121kV GOAB switches and other related equipment for a total cost of \$111,102.

Bid specifications were developed for Delivery 3's upgraded equipment, and a formal bid opening was held on December 12, 2024. Four manufacturers submitted bids which were evaluated by staff for adherence to specifications. WESCO was the lowest responsive bidder for Schedule I. Siemens Energy was the lowest responsive bidder for Schedule II.

Recommendation: Motion to award two bids in the amount of \$876,962 to WESCO and Siemens Energy for switching station equipment and 121kV circuit breakers for Delivery 3.

5. Consider awarding a bid to Virginia Transformer Corporation in the amount of \$1,430,800 for a new station power transformer at Sub H.

The existing station power transformer at Sub H no longer has a full range of voltage regulating abilities and needs to be replaced. Bid specifications were developed, and a formal bid opening was held on December 12, 2024. Four manufacturers submitted bids, which were evaluated by Staff for adherence to specifications. Virginia Transformer Corporation was the lowest responsive bidder with the best lead times. The City of Concord Electric Department currently uses VTC's transformers in several substations.

Recommendation: Motion to award a bid to Virginia Transformer Corporation in the amount of \$1,430,800 for a new station power transformer at Sub H.

6. Consider accepting a preliminary application from James Weston Carey.

In accordance with City Code Chapter 62, James Weston Carey has submitted a preliminary application to receive water service outside the City limits. The property is located at 7 Mary Circle, Concord NC. This .62 acre parcel is zoned county LDR, is located within Area B, and is currently undeveloped. The applicant is planning on constructing a single family home. Sewer is not available to the parcel.

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

7. Consider accepting preliminary application from James Weston Carey.

In accordance with City Code Chapter 62, James Weston Carey has submitted a preliminary application to receive water service outside the City limits. The property is located at 5321 Zion Church Road,

Concord NC. This .58 acre parcel is zoned county LDR, is located within Area B, and is currently undeveloped. The applicant is planning on constructing a single family home. Sewer is not available to the parcel.

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

8. Consider accepting preliminary application from Robert Capo & Staci Comer.

In accordance with City Code Chapter 62, Robert Capo & Staci Comer, joint tenants, have submitted a preliminary application to receive sewer service outside the City limits. The property is located at 5170 Almond Dr, Concord NC. This 11 acre parcel is zoned county LDR, is located within Area B, and the owners wish to build one new single family home. Water is not available to the parcel.

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

VII. Consent Agenda

A. Consider authorizing the City Manager to accept the grant award from the Cannon Foundation.

The Cannon grant, in the amount of \$5,000 will be used to offset the cost of our 2024 Energy Saving Trees program.

Recommendation: Motion to accept the grant funds in the amount of \$5,000 for the 2024 Energy Saving Trees program.

B. Considering authorizing the Police Department to apply for grant funding from the NC Governor's Highway Safety Administration aimed at preventing traffic related deaths and injuries on streets and highways in the City of Concord.

The grant money would be used for overtime expenses up to \$35,000 for traffic safety enforcement. The grant does not require a local match from the City. The application is due January 31, 2025. Grants awarded will be for the 2026 federal fiscal year which begins October 1, 2025.

Recommendation: Motion to authorize the Police Department to apply for grant funding from the NC Governor's Highway Safety Administration aimed at preventing traffic related deaths and injuries on streets and highways in the City of Concord.

C. Consider authorizing the City Manager to execute a contract with N.C. General Assembly and Amateur Sports for the acceptance of the Youth Sports Grant in the amount of \$5,000 and adopt a budget amendment.

The Parks and Recreation Department received approval to apply for the 2024-2025 NC Youth Sports Grant in September 2024. The application was submitted in October 2024 for \$10,000. We were awarded \$5,000. The North Carolina Amateur Sports (NCAS) is a 501(c)(3) non-profit organization established in 1983. The Youth Sports Grant is available for any local government agency or 501(c)(3) nonprofit organization in all 100 counties for youth sports equipment or facility upgrades and improvements. The funds will be used to purchase nontraditional sports equipment for cricket, pickleball, track and field, and disc golf for program use.

Recommendation: Motion to authorize the City Manager to permit the Parks & Recreation Department to accept a \$5,000 grant from the NC Amateur Sports Association through its Youth Sports Grants for Non-Traditional Sports Equipment and adopt a budget amendment.

D. Consider authorizing the City Manager to negotiate and execute a replacement and upgrade contract with ClarkPowell in the amount of \$116,165 for the Council Dais, camera, and sound system upgrades in the City Council Meeting Chambers.

Bids were received on December 19, 2024 for system replacement and upgrade of the City Council Meeting Chambers. ClarkPowell was the low bidder with a total bid of \$116,165. These upgrades will address goals 1 and 6 of our new Goals, Strategies, & Tactics replacing outdated and unsupported equipment in the Council Meeting Chambers. These essential upgrades will ensure the City's ability to provide reliable, effective, and accessible government information for all. It will also establish sustainable technologies that will enhance communications and provide opportunities for community input with our city residents and staff. Unspent ARPA project funds will be used to cover the cost of these upgrades.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with ClarkPowell in the amount of \$116,165 for the replacement and upgrade of our essential sound and video equipment in our City Council Meeting Chambers.

E. Consider adopting a resolution updating the current approved depositories for the City of Concord.

The attached resolution and the attached list of pooling banks for N.C. is submitted for City Council approval. Although the City has a contract with Wells Fargo, the central depository for the City, the City also has relationships with many other financial institutions in regards to investment activities and debt relationships. A list of pooling banks is attached for review. This list represents banks that the Treasurer's office currently works with to receive deposits for State agencies. These banks agree to comply with State guidelines to operate as a depository of State funds. Staff is requesting these financial institutions be approved.

Recommendation: Motion to adopt a resolution to designate allowed depositories for the City.

F. Consider adopting a resolution to advertise for upset bids on three (3) surplus transformers.

The City of Concord Electric Department has held two public bids for the sale of five (5) surplus station power transformers. The first bid was held in August. At that time, all five transformers were declared surplus, and the highest bidder was awarded all five (5). After receiving Council approval, the bidder backed out. The equipment went back out for public bid in November where no successful bids were received.

After the second formal public bid was closed, Sunbelt Solomon Solutions, LLC contacted our consulting engineering firm to solicit an offer on three (3) of the five (5) units. Per North Carolina General Statute § 160A-266(b) and 269, the City is permitted to sell surplus property through negotiation of an offer to purchase.

Recommendation: Motion to adopt a resolution to advertise for upset bids on three (3) surplus transformers.

G. 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: Parcel owned by Penske Truck Leasing Co., LP located at 4650 Global Ave. NW, Concord, N.C. (PIN 5601-66-7693) Access easements and SCM maintenance agreements are being offered by the owners.

Recommendation: Motion to approve the maintenance agreements and accept the offers of dedication to the following properties: Penske Truck Leasing Co., LP.

H. Consider accepting an offer of infrastructure at Annsborough Park (Phase 2 Map 1-Lots: 163-300, and Amenity), Townhomes at Cannon Run (lots: 1-140), Buffalo Terrace Apartments, Kannapolis Parkway MSD (Mini-Storage-US29A).

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 - 1 12" valves; 24 8" valves; 3 6" valves; 3 2" valves; 26 hydrants and 56 manholes.

Recommendation: Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites: Annsborough Park (Phase 2 Map 1- Lots: 163-300, and Amenity), Townhomes at Cannon Run (lots: 1-140), Buffalo Terrace Apartments, Kannapolis Parkway MSD (Mini-Storage-US29A).

I. Consider approving a donation from the Mayor's Golf Tournament Fund to Cabarrus County Education Foundation (CCEF) and to adopt a budget amendment to appropriate the donation.

CCEF is requesting \$2,500 to partially fund implementation of the Reading+Mentoring 4 Success program. The cost of the full program implementation for each school is approximately \$35,000 and includes mentoring supplies and tools, 3 book-a-palooza events distributing 5 books to every PK-5 student at the school and onsite staff coordination. Specifically, the money will be used to provide parental education materials on how to engage with their students for reading success.

Recommendation: Motion to approve a \$2,500 donation from the Mayor's Golf Tournament Fund to Cabarrus County Education Foundation (CCEF) and to adopt a budget amendment to appropriate the donation.

J. Consider adopting an ordinance to amend the FY2024/2025 Budget Ordinance for the General Fund to appropriate contingency funds to cover the cost of installing bullet proof glass in the HR reception window.

Staff is recommending that bullet proof glass be installed in the HR reception window as well as the use of contingency funds to cover this purchase.

Recommendation: Motion to adopt an ordinance to amend the FY2024/2025 Budget Ordinance for the General Fund to appropriate contingency funds to cover the cost of installing bullet proof glass in the HR reception window.

K. Consider adopting an ordinance to amend the Transportation Project Fund budget.

In November 2024, Council agreed to enter into a Supplemental Agreement with NCDOT, accepting additional federal Congestion Mitigation and Air Quality (CMAQ) program funds for TIP Project C-5603I, US 601 at Flowes Store Rd/Miami Church Rd. The attached ordinance amendment notes the additional CMAQ funds and the appropriated amount of City funds.

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

L. Consider adopting a Wastewater Fund budget amendment and a Wastewater Project Fund project amendment.

In the original FY25 adopted budget, there was a transfer from the Wastewater Project Fund to the Wastewater Fund to cover the cost of manhole rehab and sewer lining. Staff has indicated that the work this fiscal year is more complex and requested this be setup in the project fund since it will likely cross fiscal years. The attached budget amendment reallocates the originally budgeted transfer to an account for this work.

Recommendation: Motion to adopt a Wastewater Fund budget amendment and a Wastewater Project Fund project amendment.

M. Consider adopting the proposed 2026 Holiday Schedule.

Staff recommends approving the 2026 Holiday Schedule in accordance with Article 6.4 Holiday Leave of the City's *Personnel Policies and Procedures*.

Recommendation: Motion to approve the 2026 Holiday Schedule.

N. Consider a revision to Article 6.11 Paid Parental Bonding Leave Policy of the City's Personnel Policies and Procedures

Staff recommends approving a revision to Article 6.11 Paid Parental Bonding Leave Policy of the City's *Personnel Policies and Procedures* to allow discretion in approving time off for PPBL in instances where departments are required by State or Federal standards and/or regulations to maintain specific staffing levels.

Recommendation: Motion to approve the revision of Article 6.11 Paid Parental Bonding Leave Policy of the City's Personnel Policies and Procedures.

O. Consider approval on the transfer of delinquent utility accounts to collections losses.

Annually, staff must review the accounts receivable utility balances and determine if any of the balances are uncollectible. The accounts that are deemed uncollectible should be transferred to collections losses. Delinquent utility accounts deemed to be uncollectible amount to \$770,789.60. The primary reason for these losses is due to bankruptcies filings and bad debts that result when someone leaves their residence without paying their final bill. Staff continues to work with legal to pursue collections methods available as well as using the Debt Setoff Program offered through the State and an independent collection agency. Account collection continues even after the account is written off.

Final accounts from July 1, 2023 - June 30, 2024. These revenues are less than 1% of the total operating revenues for each utility - Electric \$544,935.35; Water \$110,732.50; Wastewater \$86,440.20; Storm-water \$17,004.39; and Environmental Services \$11,677.16.

Recommendation: Motion to approve on the transfer of delinquent utility accounts to collection losses.

P. Consider accepting the semiannual debt status report as of December 31, 2024. The City's debt report as of December 31, 2024 is presented for the City Council's review.

Recommendation: Motion to accept the semiannual debt status report as of December 31, 2024.

Q. Consider acceptance of the Tax Office reports for the month of November 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 November 2024.

R. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of November 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 over-payments, situs errors and/or valuation changes.

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

S. Receive monthly report on status of investments as of November 30, 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 as of November 30, 2024.

VIII. 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.



Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, Illinois 60601-1210
312.977.9700 fax: 312.977.4806

December 18, 2024

Lesley Reder
Budget & Performance Manager
City of Concord, North Carolina

Dear Lesley:

A panel of independent reviewers have completed their examination of your Annual budget document for the period beginning July 2024. We are pleased to inform you that your budget document has been awarded the Distinguished Budget Presentation Award from Government Finance Officers Association (GFOA). This award is the highest form of recognition in governmental budgeting. Its attainment represents a significant achievement by your organization. In addition to receiving the award, your entity's budget received the following special recognition:

Performance measures

Strategic goals & strategies

Capital program

Special recognition is given when all three reviewers give the highest possible score in particular categories.

Your Distinguished Budget Presentation Award is valid for one year. To continue your participation in the program, it will be necessary to submit your next budget document to GFOA within 90 days of the proposed budget's submission to the legislature or within 90 days of the budget's final adoption.

Your electronic award package contains the following:

- **Scores and Comments.** Each entity submitting a budget to the program is provided with reviewers' scores for each of the categories on which the budget document was judged along with reviewers' confidential comments and suggestions for possible improvements to the budget document. We urge you to carefully consider these suggestions as you prepare your next budget.
- **Budget Award.** A camera-ready reproduction of the Award is included for inclusion in your next budget. If you reproduce the camera-ready image in your next budget, it should be accompanied by a statement indicating continued compliance with program criteria. Please refer to the instructions for reproducing your Award in your next budget (also included in your award package).
- **Certificate of Recognition.** When a Distinguished Budget Presentation Award is granted to an entity, a Certificate of Recognition for Budget Presentation is also presented to the individual(s) or department designated as being primarily responsible for its having achieved the award.
- **Sample press release.** Attaining this Award is a significant accomplishment. The sample press release may be used to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if the government is a first-time recipient or has received the Award fifteen times since it received its last plaque) or a brass medallion to affix to the plaque.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain excellence in governmental budgeting. The most current list of award recipients can be found on GFOA's website at www.gfoa.org. If we can be of further assistance, please contact the Awards Programs staff at (312) 977-9700.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive style with a large initial "M".

Michele Mark Levine
Director, Technical Services Center



GOVERNMENT FINANCE OFFICERS ASSOCIATION

*Distinguished
Budget Presentation
Award*

PRESENTED TO

**City of Concord
North Carolina**

For the Fiscal Year Beginning

July 01, 2024

Christopher P. Morrill

Executive Director

Project Wildcat



City of Concord Economic Development Grant Analysis

		Year 1	Year 2	Year 3
Total Assessed Value (Real)		\$3,000,000	\$4,000,000	\$4,750,000
Total Assessed Value (Personal)		\$675,000	\$1,290,000	\$2,512,500
	\$750,000.00	\$675,000	\$615,000	\$547,500
	\$750,000.00		\$675,000	\$615,000
	\$1,500,000.00			\$1,350,000
City taxes at .42		\$15,435	\$22,218	\$30,503
Grant @ 50 %		\$7,718	\$11,109	\$15,251
Net Taxes to City		\$7,718	\$11,109	\$15,251
			Taxes	\$ 68,156
			Grant	\$ 34,078
			Net Taxes to City	\$ 34,078

Project AMC 3



City of Concord Economic Development Grant Analysis

		Year 1
Total Assessed Value (Real)		\$35,000,000
City taxes at .42		\$147,000
Grant @ 85 %		\$124,950
Net Taxes to City		\$22,050
	Taxes	\$ 147,000
	Grant	\$ 124,950
	Net Taxes to City	\$ 22,050

USE TABLE

Passenger Terminals	Air transportation and related support facilities	S													P	P	P			
	Bus Charter Service, including passenger terminal																P	P		
	Limousine/Chauffeur Service/Taxi Company/Taxi Stand														SS	SS	PS			8.3.4.D
	Public Transportation System	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P		
Places of Worship	Religious Institution/House of Worship, more than 350 seats	SS	SS	SS	SS	SS	SS	SS	PS	SS	SS	PS	P						8.3.4.E	
	Religious Institution/House of Worship, up to 350 seats	SS	SS	SS	SS	SS	SS	SS	P	P	P	P	P						8.3.4.E	
Utilities	All utilities, except as listed below	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
	Electric Generating Facility	S															S	P		
	Natural Gas Distribution Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P			
	Pipeline, Petroleum and Natural or Manufactured Gases	S	S	S	S	S	S	S	S	S	S	S	S	S			P	P		
	Sewage Treatment Facility, Private as permitted by NCDENR	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>PS</u>	<u>SP</u>	<u>SP</u>	<u>PS</u>	<u>SP</u>	<u>PS</u>	<u>PS</u>				P	P		
	Water Treatment Facility	P															P		P	
	Solar Farm	S																		

5.2. PRELIMINARY PLAT

5.2.2. CONTENTS.

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- C. **Right-of-Way and Easement Information.**
1. Proposed streets, sidewalks, and pedestrian ways, including vehicular access points, sidewalks, street names, right-of-way widths, pavement widths, centerline curve radii, proposed functional classifications for streets, sight triangle easements and typical cross-sections,
 2. Existing streets, sidewalks, and pedestrian ways on subject and adjacent properties, including vehicular access points, sidewalks, right-of-way widths and pavement widths,
 3. Proposed and existing utility easements, such as water, sanitary sewer, storm sewer, electric, natural gas, telephone, cable, etc., including labels for easement types and widths,
 - ~~4.~~ 4. **Proposed private sewer easements and facilities.**
 - ~~54.~~ 54. Labeled proposed and existing public and/or private drainage and stormwater controls, including labels for easement types and widths,
 - ~~65.~~ 65. Proposed and existing buffers, such as undisturbed buffers, vegetative buffers, buffer yards, etc., including labels for easement types and widths, and
 6. Proposed open spaces, including labels for easements types and widths, and details.

5.3. FINAL PLATS

5.3.2. CONTENTS.

- C. **Right-of-Way and Easement Information.**
1. Proposed and existing streets, sidewalks, and pedestrian right-of-ways and easements, including street names and right-of-way widths on subject and adjacent properties,
 2. Site triangle easements meeting the standards shown in the *Manual*,
 3. Proposed and existing utility easements, such as water, sanitary sewer, storm sewer, electric, natural gas, telephone, cable, etc., including labels for easement types and widths,
 - ~~4.~~ 4. **Proposed private sewer easements and facilities.**
 - ~~54.~~ 54. Labeled proposed and existing public and/or private drainage and stormwater controls, including labels for easement types and widths,

| 65. Proposed and existing buffers, such as undisturbed buffers, vegetative buffers, buffer yards, etc., including labels for easement types and widths, and

| 76. Proposed open spaces, including labels for easement types and widths.

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AN ORDINANCE AMENDING THE ZONING ORDINANCE
OF THE CITY OF CONCORD, NORTH CAROLINA

WHEREAS, the City of Concord, North Carolina pursuant to the authority conferred by the North Carolina General Statute §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 160D-601 through 160D-605, 160D-701 through 160D-706, 160D-801 through 160D-808 and 160D-901 through 160D-951 does hereby recognize a need to amend the text of certain articles of the City of Concord Development Ordinance.

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

SECTION 1: That Article 5, Subdivisions, Site Plans, Construction Plans, Section 5.2 Preliminary Plat, , Section 5.2.2 Contents, Section 5.2.2.C Right-of-Way and Easement Information, be amended to the following:

- C. Right-of-Way and Easement Information.
 - 1. Proposed streets, sidewalks, and pedestrian ways, including vehicular access points, sidewalks, street names, right-of-way widths, pavement widths, centerline curve radii, proposed functional classifications for streets, sight triangle easements and typical cross-sections,
 - 2. Existing streets, sidewalks, and pedestrian ways on subject and adjacent properties, including vehicular access points, sidewalks, right-of-way widths and pavement widths,
 - 3. Proposed and existing utility easements, such as water, sanitary sewer, storm sewer, electric, natural gas, telephone, cable, etc., including labels for easement types and widths,
 - 4. Proposed private sewer easements and facilities,
 - 5. Labeled proposed and existing public and/or private drainage and stormwater controls, including labels for easement types and widths,
 - 6. Proposed and existing buffers, such as undisturbed buffers, vegetative buffers, buffer yards, etc., including labels for easement types and widths, and
 - 6. Proposed open spaces, including labels for easements types and widths, and details.

SECTION 2: That Article 5, Subdivisions, Site Plans, Construction Plans, Section 5.3 Final Plats, , Section 5.3.2 Contents, Section 5.3.2.C Right-of-Way and Easement Information, be amended to the following:

- C. Right-of-Way and Easement Information.
 - 1. Proposed and existing streets, sidewalks, and pedestrian right-of-ways and easements, including street names and right-of-way widths on subject and adjacent properties,
 - 2. Site triangle easements meeting the standards shown in the Manual,
 - 3. Proposed and existing utility easements, such as water, sanitary sewer, storm sewer, electric, natural gas, telephone, cable, etc., including labels for easement types and widths,

4. Proposed private sewer easements and facilities,
5. Labeled proposed and existing public and/or private drainage and stormwater controls, including labels for easement types and widths,
6. Proposed and existing buffers, such as undisturbed buffers, vegetative buffers, buffer yards, etc., including labels for easement types and widths, and
7. Proposed open spaces, including labels for easement types and widths.

SECTION 3: That Article 8 Use Regulations, Table 8.1.8 Use Table, Use Category, Utilities, be amended to the following:

Utilities	All utilities, except as listed below	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Electric Generating Facility	S														S	P
	Natural Gas Distribution Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Pipeline, Petroleum and Natural or Manufactured Gases	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P
	Sewage Treatment Facility, Private as permitted by NCDENR	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Water Treatment Facility	P													P		P
	Solar Farm	S															

SECTION 5: That this Ordinance be effective immediately upon adoption.

Adopted in this 9th of January, 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



DATE: December 17, 2024

CASE: TA-08-24 Text Amendment (Article 8 CDO & Section 62-31 City Code) Regarding On-site Sewer Options

PREPARED BY: Kevin Ashley, AICP- Deputy Planning Director

BACKGROUND

As the Commission is aware, properties within the city limits are almost exclusively connected to Concord’s public water and sewer systems and the use of wells and septic systems is rare. In fact, there are Code requirements that mandate connection to the City’s systems if the water and sewer line is within 200 feet.

Partially as a response to the lack of public sewer in many cities in our State, the General Assembly approved HB 628 effective September 1, 2023. These requirements have been codified as GS 160A-317, and it limits how cities and towns can mandate connection to the public sewer system. Simply stated, a property is exempt from this mandatory connection requirement and may pursue a privately maintained system if either 1) the City does not have adequate capacity, or 2) the cost of connection to the public system exceeds the cost of developing a private system.

Some questions existed among staff as to how the definition of “adequate capacity” would factor into our quarterly process of allocation, as the statute is not completely clear. At Council’s work session on October 22nd, and after consultation with Legal, staff essentially proposed two options relative to compliance with the statute in order to elicit feedback for the necessary amendments.

One option was to allow private (aka on-site) systems on any property without the cost factor and regardless of available capacity. The second option was to view “adequate capacity” as not only lacking physical capacity at the treatment plant, but not having received allocation from Council at one of their quarterly meetings. After Council declines to award the allocation, the developer would have the option of pursuing a private system. The Council recommended that staff draft the appropriate amendments to allow the second option.

It should be noted that a developer could construct a private system at any time if the cost is less than connecting to the public system.

Amendments to both the City Code and the CDO are necessary. Code changes are not typically reviewed by the Planning and Zoning Commission, but they are being presented because they are closely related to the changes in the CDO.

City Code Section 62-31

This section of the Code is titled “Water and Wastewater Utilities” and includes the section mandating a required connection as previously discussed. The revisions include referencing the two new exceptions in the statutes (cost and capacity), and stating that applicant for connections to public sewer are required to seek allocation from Council as applicable. If Council does not award sewer to the project, the applicant may pursue the private system option. The revision also includes a requirement for a DRC meeting prior to utilizing the private system option.

The changes also include corrections of incorrect references, and includes a caveat to allow connection to a private well for water services in the event that the public system cannot provide adequate water pressure. The new statutes include a section that specifies the procedure for the pressure determination.

CDO Articles 5 and 8

The necessary changes to the CDO include revising the requirements in Article 5 to state that the private systems shall be shown on preliminary and final plats and Article 8 (use table) to reflect that private sewer treatment systems are permitted by right in all zoning districts.

In summary, these revisions represent guidance from Council and are compliant with the minimum statutory requirements. The amendment is in approval form and may be forwarded to Council for approval.

CITY CODE CHANGE

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Sec. 62-31. - Required connection.

(a) Except as provided in subsection (e) on developed property, it shall be unlawful to use or maintain any residential buildings or ~~nonresidential commercial~~ establishments in the city that are located on a lot abutting on the city water line, such residences or establishments being not more than 200 feet from the water line, unless such residences or establishments are connected with the water line.

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(b) On developed property, it shall be unlawful to use or maintain any residential buildings or ~~nonresidential commercial~~ establishments in the city that are located on a lot abutting on the city sewer line, such residences or establishments being not more than 200 feet from the sewer line, unless such building is provided with plumbing connected with the sewer, provided that water is available from the city mains within 200 feet of the residences or establishments. In accordance with G.S. 160A-317(a-b), an establishment may be exempt from this requirement if either inadequate sewer capacity exists, or if the cost of the connection exceeds the cost of installing an on-site wastewater system authorized pursuant to Article 11 of Chapter 130A of the North Carolina General Statutes.

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1. Applicants for connection to public sewer shall follow the City's most recent policy on public sewer allocation as applicable. If City Council does not allocate public sewer to the project, the applicant may pursue the private system option in accordance with subsection (b) above.

2. In the event that an applicant wishes to pursue an on-site sewer option as provided under subsection (b) above, a pre-application meeting shall be required with the Development Review Committee (DRC) as set forth in Section 2.6 of the Concord Development Ordinance (CDO).

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(c) Applicants requesting sewer service shall be required to connect to both the wastewater collection system and the water distribution system if water service is available, except where connection to the city sewer line is required by subsection (b) but not required by subsection (a).

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(d) All properties in the city not included under this subsection shall be governed by the requirements of the state departments of health and human services and environmental quality.

(e) Effective August 1, 2016, any property owner receiving a permit pursuant to G.S. ~~897-97.2~~(a) or (b) shall not be required to connect to the public water system for so long as the permitted private drinking water well remains compliant and in use, except that subsection (a) may apply in any of the following situations:

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(1) The private drinking water well serving the property has failed and cannot be repaired.

(2) The property is located in an area where the drinking water removed by the private drinking water well is contaminated or likely to become contaminated due to nearby contamination.

(3) The city is being assisted by the local government commission.

(4) The city is in the process of expanding or repairing the public water system and is actively making progress to having water lines installed directly available to provide water service to that property within the 24 months of the time the property owner applies for the private drinking water well permit.

(5) The city cannot provide adequate water pressure as defined by 160A-317(a)2.

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(f) Nothing in this [section 62-31](#) shall be construed to prevent any owner of developed or undeveloped property from voluntarily requesting connection to a city water or sewer line.

(Ord. No. 04-17, § 1, 3-11-2004; Ord. No. 16-24, §§ 1, 2, 3-10-2016; Ord. No. 21-19, § 2, 3-11-2021)

Sec. 62-32. - Application process.

Requests for water and sewer service shall be made on the appropriate contract provided by the City. Applications shall be completed in accordance with the "utility policies and procedures" Concord Ordinance No. 97-15 and the procedures established by the customer service division and shall be submitted directly to the customer service division during regular business hours.

(Ord. No. 04-17, § 1, 3-11-2004)

AN ORDINANCE TO AMEND CHAPTER 62 WATER AND WASTEWATER UTILITIES

WHEREAS, the City Council of the City of Concord, North Carolina, has adopted a Code of Ordinances; and

WHEREAS, the City desires to amend the ordinance regarding on-site utility systems as mandated by G.S. 160A-317.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord, North Carolina, after due consideration and in the best interests of its citizens and property of Concord, that the Concord Code of Ordinances be amended as follows:

SECTION 1. Chapter 62 "Water and Wastewater Utilities," Subsection 62-31 "Required connection" be amended to read as follows:

Sec. 62-31. - Required connection.

(a) Except as provided in subsection (e) on developed property, it shall be unlawful to use or maintain any residential buildings or nonresidential establishments in the city that are located on a lot abutting on the city water line, such residences or establishments being not more than 200 feet from the water line, unless such residences or establishments are connected with the water line.

(b) On developed property, it shall be unlawful to use or maintain any residential buildings or nonresidential establishments in the city that are located on a lot abutting on the city sewer line, such residences or establishments being not more than 200 feet from the sewer line, unless such building is provided with plumbing connected with the sewer, provided that water is available from the city mains within 200 feet of the residences or establishments. In accordance with G.S. 160A-317(a-b), an establishment may be exempt from this requirement if either inadequate sewer capacity exists, or if the cost of the connection exceeds the cost of installing an on-site wastewater system authorized pursuant to Article 11 of Chapter 130A of the North Carolina General Statutes.

1. Applicants for connection to public sewer shall follow the City's most recent policy on public sewer allocation as applicable. If City Council does not allocate public sewer to the project, the applicant may pursue the private system option in accordance with subsection (b) above.
2. In the event that an applicant wishes to pursue an on-site sewer option as provided under subsection (b) above, a pre-application meeting shall be required with the Development Review Committee (DRC) as set forth in Section 2.6 of the Concord Development Ordinance (CDO).

(c) Applicants requesting sewer service shall be required to connect to both the wastewater collection system and the water distribution system if water service is available, except where connection to the city sewer line is required by subsection (b) but not required by subsection (a).

(d) All properties in the city not included under this subsection shall be governed by the requirements of the state departments of health and human services and environmental quality.

(e) Effective August 1, 2016, any property owner receiving a permit pursuant to G.S. 87-97.2(a) or (b) shall not be required to connect to the public water system for so long as the permitted private drinking water well remains compliant and in use, except that subsection (a) may apply in any of the following situations:

- (1) The private drinking water well serving the property has failed and cannot be repaired.
- (2) The property is located in an area where the drinking water removed by the private drinking water well is contaminated or likely to become contaminated due to nearby contamination.
- (3) The city is being assisted by the local government commission.
- (4) The city is in the process of expanding or repairing the public water system and is actively making progress to having water lines installed directly available to provide water service to that property within the 24 months of the time the property owner applies for the private drinking water well permit.
- (5) The city cannot provide adequate water pressure as defined by 160A-317(a)2.

(f) Nothing in this section 62-31 shall be construed to prevent any owner of developed or undeveloped property from voluntarily requesting connection to a city water or sewer line.

SECTION 2. That all remaining Sections of Chapter 62 remain as written.

SECTION 3. This Ordinance be effective immediately upon adoption.

Adopted this 9th day of January, 2025

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

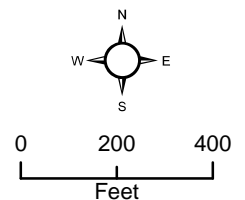
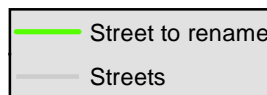
William C. Dusch, Mayor

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



Proposed Street Renaming:
Stowe Ln to Team Hendrick Way



INTERLOCAL AGREEMENT
BETWEEN
CITY OF KANNAPOLIS, NORTH CAROLINA
AND
CITY OF CONCORD, NORTH CAROLINA

Dated as of ____, 2025

INTERLOCAL AGREEMENT

This INTERLOCAL AGREEMENT ("*Agreement*" or "*Interlocal Agreement*"), made and entered into this the ____ day of _____, 2025 (the "Effective Date"), between the City of Kannapolis, North Carolina, a municipal corporation created and existing under the laws of the State of North Carolina ("Kannapolis") and the City of Concord, North Carolina ("Concord"), a municipal corporation created and existing under the laws of the State of North Carolina ("the "Party" or "Parties).

WITNESSETH:

WHEREAS, the North Carolina Department of Transportation has completed a multi-year project for the widening and enhancement of the Interstate 85 highway through Cabarrus County including a substantial portion of the corridor lying between the municipal jurisdictions of Concord and Kannapolis; and

WHEREAS, there are eight Interstate 85 exits (the "Exits") within the corridor affected by the I-85 Project including Exits 49 (Concord Mills Mall), Exit 52 (Poplar Tent Road), Exit 54 (Kannapolis Parkway), Exit 55 (NC Highway 73), Exit 58 (US 29/US 601), Exit 60 (Dale Earnhardt Boulevard/Copperfield Boulevard) and Exit 63 (Lane Street) (collectively the "Exits"); and

WHEREAS, the Parties have received consent from NCDOT to use the Exits as branded gateways consisting of structural signage and landscaping (the "Monuments") in a comprehensive and collaborative system for welcoming visitors and shepherding residents into the jurisdictions in an aesthetic and informative manner consistent with the Cabarrus County county-wide Wayfinding System (the "Project" or "Gateway Project"); and

WHEREAS, the Gateway Project enhances the economic and aesthetic revitalization already underway in the downtown districts of the Cities and is an extension of the design and artful appearance associated with those revitalization projects as evidenced by the renderings shown in Exhibit "A" attached hereto; and

WHEREAS, Concord and Kannapolis are co-developers of the Gateway Project; and

WHEREAS, design, engineering, landscaping and location for the tower structures featuring each City's name and logo have been approved by NCDOT with an agreement to execute Encroachment Agreement(s) as are appropriate; and

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended (the "*Interlocal Act*"), municipalities are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina; and

WHEREAS, pursuant to N.C.G.S. § 160A-461, Concord desires to designate Kannapolis as its agent to carry-out the Project and Kannapolis is willing to accept the appointment pursuant to the terms of this Agreement; and

WHEREAS, the Parties wish to enter into this Agreement to govern the rights and obligations of the Parties with regard to their respective roles and responsibilities.

NOW, THEREFORE, in consideration of the foregoing, Kannapolis and Concord do hereby covenant, promise, agree and represent as follows:

1. **AGENCY CREATED.** Concord irrevocably appoints Kannapolis as its agent to carry out all phases of any construction for the Project undertaken pursuant to this Agreement. Kannapolis, as Concord's agent, assumes all of Concord's rights, duties and responsibilities regarding any construction for the Project. This agency shall govern all phases of any construction for the Project.

1.1 Negotiate and Execute Contracts. Kannapolis, for itself and as Concord's agent, shall have authority to negotiate and execute on Concord's behalf all contracts for the construction for the Project, including design services, including change orders, as long as such funds are within the Project budget established by the Parties

1.2 Supervise Project. Kannapolis, as Concord's agent, shall be responsible for completing the Project.

1.3 Administer Contracts. Kannapolis shall administer all contracts including purchase orders and all bidding processes. All activities shall comply with the Agreement, the North Carolina public bidding and construction laws and any other State law applicable to the Project. Kannapolis shall ensure that all contractors provide applicable sales and use tax certificates on a form agreed by the Parties. Kannapolis shall approve all requests for payment and shall pay the contractors from the funds designated for the Project by the Parties.

1.4 Enforce Contracts. Kannapolis shall have the right to enforce, and take legal action where necessary to enforce, purchase orders, contracts or change orders for the Project in its own name and on Concord's behalf.

1.5 Pre-Audit Certification. Pursuant to N.C.G.S. § 159-28, Concord hereby designates Kannapolis's Finance Officer to act as the Deputy Finance Officer of Concord for the limited, exclusive and sole purpose of pre-auditing the contracts and change orders executed pursuant to this Agreement as required by the Local Government Budget and Fiscal Control Act.

1.6 Reporting. Kannapolis shall provide Concord a report regarding the Project and any other such information on an at least a monthly basis in a mutually acceptable format, or as otherwise requested from time to time.

2. **PROJECT DESIGN AND COSTS.** Kannapolis shall be responsible for all project costs associated with the monuments to be located at Exit 58, 60, and Exit 63, on the Kannapolis side of the interchange having an estimated cost of \$787,576.00. Concord shall be responsible for all project costs for the monuments to be located at Exit 58 and Exit 60 on the Concord side of the interchange having an estimated costs of \$364,040.00. Estimated project costs are inclusive of construction, materials and project management. Any unanticipated costs which exceed the estimated cost or any proposed change orders must be approved by the affected City in advance. Any additional costs for the monuments at Exit 63 shall be the sole responsibility of Kannapolis. The Parties have agreed that the monuments shall conform to the Interstate Gateway Enhancement Program prepared by Bizzzell Design, Inc. dated October 24, 2024, a copy of which is attached hereto as Exhibit "A" and incorporated herein as part of this Agreement.

3. **AGREEMENT TO WORK COOPERATIVELY.** Concord and Kannapolis agree to work cooperatively and in good faith and with all due diligence to provide for and carry out the planning, design and construction of the Project.

4. **OBLIGATIONS AND RIGHTS OF KANNAPOLIS.**

4.1 Kannapolis as Agent. Kannapolis shall act as Concord's sole agent for the Project as provided in Section 1 herein and as such shall supervise the Project to its conclusion.

4.2 Insurance/Bonds. Kannapolis shall ensure that all architects, engineers and other contractors maintain the necessary liability insurance in the amounts required under the form contracts for the Project. Both Concord and Kannapolis shall be listed on all such policies as a certificate holder and additional insured. Kannapolis shall ensure that all contractors provided the appropriate performance and payment bonds for the Project. Both Concord and Kannapolis shall be listed on all such bonds as a co-obligee. Notwithstanding any provisions of this Agreement, Kannapolis shall retain the sole power to control and direct the application and distribution of insurance and bond proceeds applicable to the Project.

4.3 Use of the Properties. During the term of this Agreement, Kannapolis shall have the exclusive right to possess, use, occupy and improve any properties used for the Project, including without limitation, the right to conduct surveys, soil borings and other necessary testing upon the property prior to construction, the right to use, operate, maintain and repair said property.

4.4 Indemnity. To the extent permitted by law, Kannapolis shall indemnify, defend and hold harmless Concord from and against all claims, suits, actions and proceedings whatsoever which may be brought or instituted on account of, growing out of, occurring from, incident to or resulting from, directly or indirectly, any and all damages, claims or losses arising from any injuries or damages, including without limitation death, to persons or property arising out of the construction, use and/or management of any contracts and/or properties under this Agreement, and the negligent or willful acts and omissions of Kannapolis and those for whom it is legally liable, and all losses, costs, damages and expenses (including, without limitation, reasonable attorneys' fees), unless and to the extent such injuries or damages (including, without limitation death) result from, or are claimed to have resulted from the negligent acts of omissions of Concord. Kannapolis shall assume, on behalf of Concord, and conduct with due diligence and in good faith, the defense of all such claims, suits, actions and proceedings against Concord whether or not Kannapolis is joined therein, even if such claims, suits, actions or proceedings be groundless, false or fraudulent and Kannapolis shall bear the costs of all judgments and settlements in connection therewith; provided, however, Concord may defend or participate in the defense of any or all such claims, suits actions or proceedings.

5 OBLIGATIONS AND RIGHTS OF CONCORD.

5.1 Right to Inspect. Concord and its designated representatives shall have the right to enter upon the site and inspect the Project from time to time and anytime during construction. Concord representatives shall also have the right to review and inspect any contract, change orders or other contract amendments approved by Kannapolis.

5.2 Easements. Concord shall acquire all easements or other real property interests required for the Project.

5.3 Indemnity. To the extent permitted by law, Concord shall indemnify, defend and hold harmless Kannapolis from and against all claims, suits, actions and proceedings whatsoever which may be brought or instituted on account of, growing out of, occurring from, incident to or resulting from, directly or indirectly, any and all damages, claims or losses arising from any injuries or damages, including without limitation death, to persons or property arising out of the construction, use and/or management of any contracts and/or properties under this Agreement, and the negligent or willful acts and omissions of

Kannapolis and those for whom it is legally liable, and all losses, costs, damages and expenses (including, without limitation, reasonable attorneys' fees), unless and to the extent such injuries or damages (including, without limitation death) result from, or are claimed to have resulted from the negligent acts of omissions of Kannapolis. Concord shall assume, on behalf of Kannapolis, and conduct with due diligence and in good faith, the defense of all such claims, suits, actions and proceedings against Kannapolis whether or not Concord is joined therein, even if such claims, suits, actions or proceedings be groundless, false or fraudulent and Concord shall bear the costs of all judgments and settlements in connection therewith; provided, however, Kannapolis may defend or participate in the defense of any or all such claims, suits actions or proceedings.

6 OWNERSHIP AND MAINTENANCE. Upon completion of the Project, each Party shall own and maintain the Monument located in the easements area designated for such Party at each Exit. In the event a property interest conveyance or easement is necessary or advisable, each Party shall assist the other Party with such conveyances. The Parties represent and warrant to the other that they will engage in routine maintenance of the Monuments and the surrounding area as well as their long-term restoration and preservation.

7 AMENDMENT. This Agreement may not be amended without the written consent of both Parties.

8 TERMINATION. This Agreement shall terminate five years from the Effective Date or upon one hundred eighty (180) days written notice from one Party to the other Party subject to payment of any outstanding financial obligations, save and except any provision relating to indemnification which shall expire two years following substantial completion of the Project or termination of this Agreement. In the event of a breach of this Agreement by either Party, the non-breaching Party shall notify the breaching Party of the nature of the breach. The breaching Party shall have thirty (30) days to cure said breach. The failure to cure any breach shall be grounds for immediately terminating this Agreement. In the event any portion of this Agreement is rendered invalid or unenforceable by a court of competent jurisdiction or by an act of the North Carolina Legislature, the Parties may negotiate the termination of all or a portion of this Agreement.

9 NOTICES. Any communication required or permitted by the Agreement must be in writing except as expressly provided otherwise in this Agreement. Any communication under this Agreement will be sufficiently given and deemed given when delivered by hand by Federal Express or similar express delivery service, or on the date shown on a certified mail delivery receipt, when addressed as follows:

- (i) If to Concord: Manager, City of Concord
35 Cabarrus Ave W
Concord, North Carolina 28025

- (ii) If to Kannapolis: Manager, City of Kannapolis
401 Laureate Way
Kannapolis, North Carolina 28081

10 MISCELLANEOUS.

10.1 Further Assurances; Corrective Instruments. Concord and Kannapolis agree that they will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of any property or for otherwise carrying out the intention of this Agreement.

10.2 Liability of Officers and Agents. No officer, agent or employee of any party will be subject to any personal liability or accountability by reason of the execution of this Agreement of any other documents related to the transactions contemplated hereby. Such officers, agents, or employees will be deemed to execute such documents in their official capacities only, and not in their individual capacities. This will not relieve any such officer, agent or employee from the performance of an official duty provided by law.

10.3 No Third-Party Beneficiaries. There are no entities which are, or which are intended as third-party beneficiaries of this Agreement.

10.4 Counterparts. This Agreement may be executed in several counterparts, including separate counterparts. Each will be an original, but all of them together constitute the same instrument.

10.5 Allocation of Personnel. The City Managers will allocate personnel to the purposes outlined in the Agreement to the extent required to complete the obligations of this Agreement.

10.6 Method of Financing. Concord and Kannapolis will finance their obligations stated in the Agreement in accordance with their normal appropriations processes and procedures.

10.7 Severability. If any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

10.8 Governing Law. This Agreement shall be governed by and in accordance with the laws of the State of North Carolina. All actions relating in any way to this Agreement shall be brought in the General Court of Justice in the County of Cabarrus.

10.9 Integrated Agreement. This Agreement shall constitute the entire understanding between the Parties and shall supersede all prior understandings and agreement relating to the subject matter hereof. Exhibit "A" attached hereto is incorporated herein as a part of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be approved by Resolution and executed in its corporate names by their authorized officers, all as of the date first above written.

(SIGNATURE PAGE TO THE INTERLOCAL AGREEMENT BETWEEN CITY OF KANNAPOLIS AND CITY OF CONCORD CONTINUED ON NEXT PAGE)

CITY OF KANNAPOLIS, NORTH CAROLINA

By: _____
City Manager

Attest: _____
City Clerk

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

Finance Officer
City of Kannapolis, North Carolina

(SIGNATURE PAGE TO THE INTERLOCAL AGREEMENT BETWEEN CITY OF KANNAPOLIS AND CITY OF
CONCORD CONTINUED ON NEXT PAGE)

CITY OF CONCORD, NORTH CAROLINA

By: _____
City Manager

Attest: _____
City Clerk

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

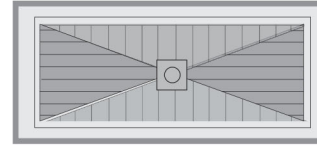
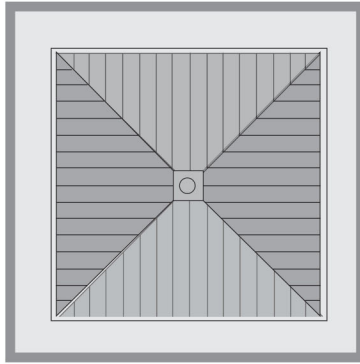
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City of Concord, North Carolina



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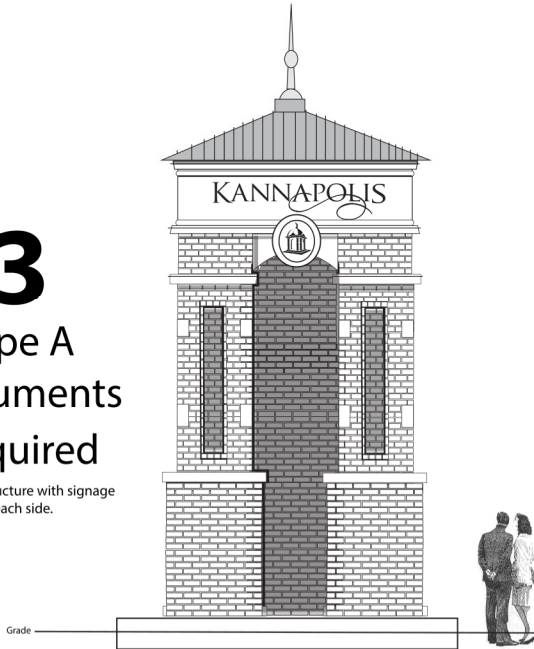
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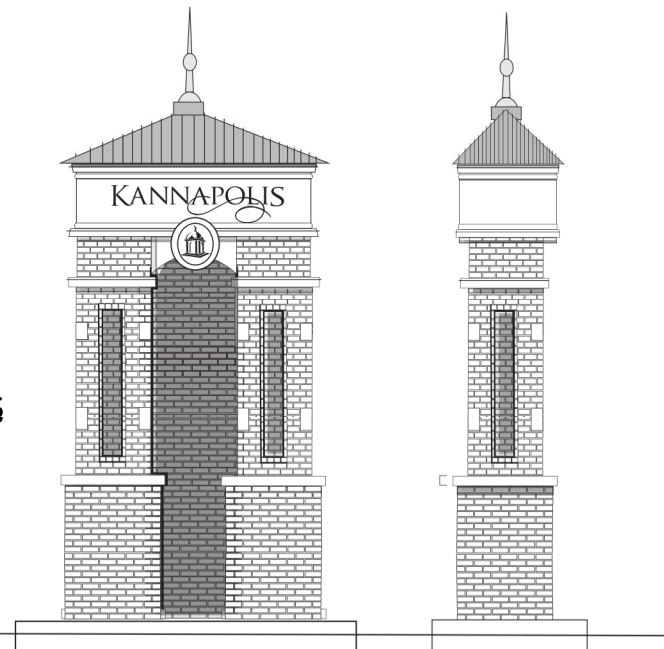
3
Type A
Monuments
Required

Four sided structure with signage
on each side.



1
Type B-1
Monuments
Required

Two sided structure with signage
on one side of KNP,
two sides for CRD.



Project Team

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Annette Privette Keller, Kannapolis
Wilmer Melton, Kannapolis

Phillip Graham, Concord
Jamie Williams, Concord

Project Designer:

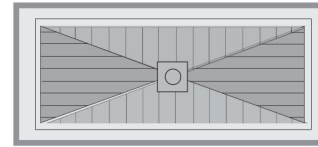
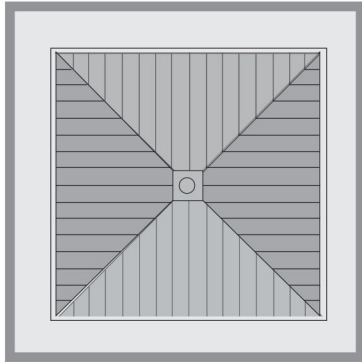
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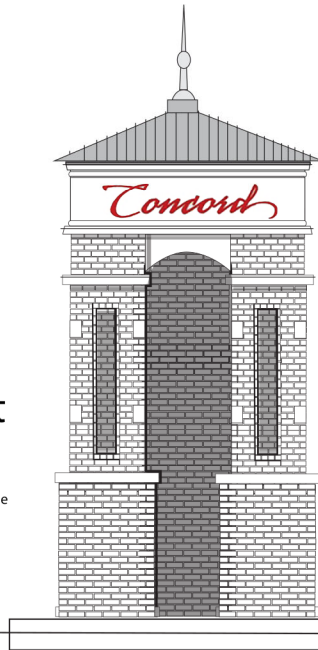
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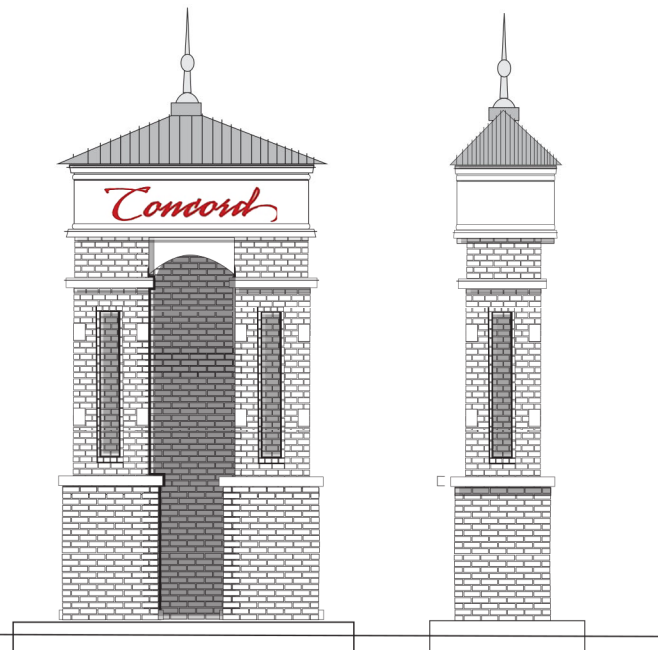
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Type B-1
Monument
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CONCRETE MASONRY UNITS

- SCOPE**
THE WORK SHALL CONSIST OF FURNISHING, PLACING, AND FINISHING CONCRETE MASONRY UNITS (CMUs) AS REQUIRED TO BUILD THE STRUCTURE(S) INDICATED IN CONSTRUCTION DOCUMENTS.
- MATERIALS**
CONCRETE BLOCKS SHALL BE 8-INCH HOLLOW LOAD BEARING CONCRETE MASONRY UNITS, GRADE N, TYPE II UNITS CONFORMING TO ASTM G90-81.
MASONRY UNITS SHALL HAVE BEEN AIR DRIED FOR NOT LESS THAN 28 DAYS PRIOR TO BEING PLACED IN THE STRUCTURE. WETTING OF THE BLOCK UNITS SHALL NOT BE PERMITTED.
MORTAR SHALL CONFORM TO THE REQUIREMENTS OF ASTM C770-08 OR SHALL BE PROPORTIONED BASED ON LABORATORY OR FIELD EXPERIENCE TO PROVIDE THE REQUIRED STRENGTH AND WORKABILITY.
GROUT SHALL BE MIXED IN THE RATIO, BY VOLUME, OF ONE PART PORTLAND CEMENT, UP TO 1/10 PART LINE 2-1/4 PARTS MINIMUM TO 3 PARTS MAXIMUM DAMP LOOSE SAND AND UP TO 2 PARTS COARSE AGGREGATE. THE GROUT SHALL BE OF A FLUID CONSISTENCY SUITABLE FOR PLACING WITHOUT SEGREGATION.
CEMENT SHALL CONFORM TO ASTM C150-86 TYPE I, II, III, OR IA.
HYDRATED LIME SHALL CONFORM TO ASTM C190-86 TYPE II.
AGGREGATE SHALL BE CLEAN, HARD AND WELL GRADED, FREE OF INJURIOUS AMOUNTS OF DUST, LUMP, SHALL BE ALKALI, SURFACE COATINGS, AND ORGANIC MATTER.
ADMIXTURES, SUCH AS GYLI ASH OR OTHER FLOWABILITY IMPROVING AND WATER RETENTION AGENTS, MAY BE USED IN THE GROUT MIX.
WATER USED IN MIXING AND CURING CONCRETE SHALL BE CLEAN AND FREE FROM INJURIOUS AMOUNTS OF OIL, SALT, ACID, ALKALI, ORGANIC MATTER OR OTHER DELETERIOUS SUBSTANCES.
WORKMANSHIP
ALL MASONRY SHALL BE LAID IN RUNNING BOND, TRUE, LEVEL, PLUMB AND NEATLY FINISHED IN ACCORDANCE WITH THE DIMENSIONS SHOWN ON THE DRAWINGS.
THERE SHALL BE NO VISIBLE GROUT OR MORTAR STAIN ON THE FINISHED INTERIOR OR EXTERIOR WALL SURFACES.
HANDLING OF CONCRETE MASONRY UNITS
MATERIALS SHALL BE STOCKPILED AND STAGED BY METHODS THAT WILL PREVENT CRACKING, CHIPPING AND BREAKING OF THE CONCRETE MASONRY UNITS. CMUs ARE TO BE STACKED TO A HEIGHT OF EIGHT-BLOCK LAYERS MAXIMUM. CMUs SHALL NOT BE STORED ON THE GROUND AND SHALL BE PROTECTED FROM MUD, DIRT, AND OTHER CONTAMINANTS.
MIXING OF MORTAR AND GROUT
AFTER ALL INGREDIENTS ARE IN THE BATCH MIXER, THEY SHALL BE MECHANICALLY MIXED FOR NOT LESS THAN THREE MINUTES. HAND MIXING MAY BE USED WHEN APPROVED BY THE ENGINEER.
MORTAR
MASONRY WALLS SHALL BE PROTECTED FROM SATURATION OR OTHER FACTORS THAT MAY CAUSE EFFLORESCENCE DURING CONSTRUCTION AND UNTIL THEY ARE WEATHER PROOFED. IF EFFLORESCENCE OCCURS PRIOR TO WEATHER PROOFING, IT SHALL BE REMOVED.
OVER CLEANING OF MASONRY SHALL ALWAYS BE AVOIDED.
REMOVAL AND REPLACEMENT OR REPAIR
WHEN CONCRETE MASONRY UNITS ARE DAMAGED OR OTHERWISE DEFECTIVE, THE CONTRACTOR SHALL REMOVE AND REPLACE THE STRUCTURE OR STRUCTURAL MEMBER CONTAINING THE DEFECTIVE CONCRETE MASONRY UNITS OR, WHERE FEASIBLE, CORRECT OR REPAIR THE DEFECTIVE PARTS. THE ENGINEER WILL DETERMINE THE REQUIRED EXTENT OF REMOVAL, REPLACEMENT OR REPAIR. PRIOR TO STARTING REPAIR WORK THE CONTRACTOR SHALL OBTAIN THE ENGINEER'S APPROVAL OF HIS PLAN FOR EFFECTING THE REPAIR. THE CONTRACTOR SHALL PERFORM ALL REPAIR WORK IN THE PRESENCE OF THE ENGINEER.

7. GROUT
THE COARSE AGGREGATE USED IN GROUT SHALL COMPLY WITH THE FOLLOWING:

SIZE OF SMALLEST SPACE TO BE GROUTED	MAXIMUM COARSE AGGREGATE SIZE
3/4-INCH WIDE	NONE
3-INCHES WIDE	1/2 INCH
4-INCHES WIDE	3/4 INCH

REINFORCING STEEL SHALL BE SECURED IN PLACE AND INSPECTED BEFORE GROUTING STARTS.
THERE SHALL BE NO BRIDGING OR HONEYCOMBING OF THE GROUT. SLUMP OF THE GROUT SHALL BE NO GREATER THAN 11 INCHES. THE GROUT IS TO BE PLACED IN LIFTS NOT TO EXCEED 5 FEET.

GROUT SHALL BE PLACED WITHIN 15 HOURS AFTER WATER IS FIRST ADDED TO THE BATCH. GROUT NOT USED WITHIN THE ALLOTTED TIME IS TO BE DISCARDED.

SIGNIFICANT ACCUMULATIONS OF DETRIMENTAL MORTAR DROPPINGS SHALL BE REMOVED FROM THE GROUT SPACE. NO GROUT SHALL BE PLACED UNTIL THE MENS TECHNICAL REPRESENTATIVE HAS INSPECTED THE GROUT SPACE AND APPROVED IT FOR GROUTING.

ALL GROUT SHALL BE ROOVED OR VIBRATED INTO PLACE. VERTICAL CELLS TO BE FILLED SHALL HAVE ACCURATE ALIGNMENT TO MAINTAIN A CONTINUOUS UNOBSTRUCTED CELL. HEAD NOT LESS THAN 2" BY 2".

GROUT OF BEAMS OVER OPENINGS SHALL BE DONE IN ONE CONTINUOUS OPERATION.
ANCHOR BOLTS CAST IN WALLS SHALL BE SOLIDLY GROUTED IN PLACE.

- PREPARATION OF SUBGRADE**
PRIOR TO PLACEMENT OF CONCRETE MASONRY UNITS, SUBGRADE SHALL BE FREE OF CHIPS, SAWDUST, DEBRIS, WATER, EXTRANEIOUS OIL, MORTAR, OR OTHER HARMFUL SUBSTANCES. EARTH SURFACES SHALL BE FIRM AND DAMP. PLACEMENT OF CONCRETE MASONRY UNITS ON MUD, DRIED EARTH OR UNCOMPACTED FILL WILL NOT BE PERMITTED.
ITEMS TO BE EMBEDDED OR PLACED ON THE CONCRETE SHALL BE POSITIONED ACCURATELY AND ANCHORED FIRMLY. THE TOP SURFACE OF THE CONCRETE FOUNDATION SHALL BE CLEAN, FREE OF LANTINE AND THE AGGREGATE SHALL BE EXPOSED, BUT NOT UNDERGUT, BEFORE THE INITIAL MASONRY COURSE IS PLACED.

- PLACING**
CONCRETE MASONRY UNITS SHALL NOT BE PLACED UNTIL THE SUBGRADE, FORMS, STEEL REINFORCEMENT, AND EMBEDDED ITEMS HAVE BEEN INSPECTED AND APPROVED. THE CONTRACTOR SHALL GIVE REASONABLE NOTICE TO THE ENGINEER EACH TIME HE INTENDS TO PLACE CONCRETE MASONRY UNITS. SUCH NOTICE SHALL PROVIDE SUFFICIENT TIME FOR THE INSPECTION OF THE SUBGRADE, STEEL REINFORCEMENT AND OTHER PREPARATIONS FOR COMPLIANCE WITH THE SPECIFICATIONS. OTHER PREPARATIONS INCLUDE BUT ARE NOT LIMITED TO THE FINISHING, SCHEDULE OF WORK, OR WORKFORCE. DEFICIENCIES ARE TO BE CORRECTED BEFORE CONCRETE MASONRY UNITS ARE TO BE PLACED.

- CONSTRUCTION**
EXCESSIVE MORTAR SMEARS AND DROPPINGS SHALL BE AVOIDED.
PREVENT RAIN FROM ENTERING WALLS BY COVERING THE TOPS OF WALLS AT THE END OF EACH WORKING DAY. WITHIN A DAY OR TWO OF THAT A SHEAR OCCURS, USE A STEEL BRUSH AND WATER (WITH OR WITHOUT SAND) TO SCRUB MORTAR SMEARS OFF THE MASONRY SURFACE.
ALL WALLS OVER 8 FEET SHALL BE BRACED. IF CONDITIONS ARE OR EXPECTED TO BE EXCESSIVELY WINDY, THE CONTRACTOR IS RESPONSIBLE FOR ADEQUATE BRACING, IRRESPECTIVE OF WALL HEIGHT.

- FINISHING**
CLEANING OF THE CMUs SHALL ONLY BE BY SCRUBBING OR AS SUGGESTED BY THE MANUFACTURER. SCRUBBING EFFORTS SHALL BE FOCUSED ON THE UNIT SURFACES, NOT THE MORTAR JOINTS. PRESSURE WATER SPRAYING AND ACID CLEANING ARE NOT ACCEPTABLE.
MASONRY WALLS SHALL BE PROTECTED FROM SATURATION OR OTHER FACTORS THAT MAY CAUSE EFFLORESCENCE DURING CONSTRUCTION AND UNTIL THEY ARE WEATHER PROOFED. IF EFFLORESCENCE OCCURS PRIOR TO WEATHER PROOFING, IT SHALL BE REMOVED.
OVER CLEANING OF MASONRY SHALL ALWAYS BE AVOIDED.

- REMOVAL AND REPLACEMENT OR REPAIR**
WHEN CONCRETE MASONRY UNITS ARE DAMAGED OR OTHERWISE DEFECTIVE, THE CONTRACTOR SHALL REMOVE AND REPLACE THE STRUCTURE OR STRUCTURAL MEMBER CONTAINING THE DEFECTIVE CONCRETE MASONRY UNITS OR, WHERE FEASIBLE, CORRECT OR REPAIR THE DEFECTIVE PARTS. THE ENGINEER WILL DETERMINE THE REQUIRED EXTENT OF REMOVAL, REPLACEMENT OR REPAIR. PRIOR TO STARTING REPAIR WORK THE CONTRACTOR SHALL OBTAIN THE ENGINEER'S APPROVAL OF HIS PLAN FOR EFFECTING THE REPAIR. THE CONTRACTOR SHALL PERFORM ALL REPAIR WORK IN THE PRESENCE OF THE ENGINEER.

GENERAL NOTES

1. THE CONFIGURATION OF STRUCTURAL COMPONENTS IS BASED IN GENERAL ON INFORMATION SUPPLIED BY AMERICAN BUILDINGS COMPANY. DOORS, WINDOWS, AND OTHER BUILDING FEATURES NOT SHOWN ON THIS DRAWING SHALL BE LOCATED BY THE OWNER. ANY MODIFICATION TO THE STRUCTURAL SYSTEMS SHALL BE REVIEWED AND APPROVED BY THE ENGINEER IN WRITING PRIOR TO MAKING THE MODIFICATIONS.

2. STRUCTURAL DRAWINGS SHALL BE USED IN CONJUNCTION WITH AND COORDINATED WITH ELECTRICAL AND MECHANICAL CONTRACTORS & DRAWINGS.

3. SOIL BEARING CAPACITY IS ASSUMED TO BE 2,000 PSF. CONTRACTOR TO VERIFY SOIL CONDITIONS BEFORE CONSTRUCTION.

VENDOR SUPPLIED ITEMS

1. EQUAL PRODUCTS TO THOSE SPECIFIED MAY BE USED WHERE TECHNICAL LITERATURE IS SUPPLIED TO THE ENGINEER FOR VERIFICATION & APPROVAL PRIOR TO USE.

FOUNDATION PREPARATION

1. FOOTINGS SHALL NOT BE PLACED UNTIL FOOTING EXCAVATIONS HAVE BEEN INSPECTED AND TESTED FOR BEARING CAPACITY. A PRESUMPTIVE SOIL BEARING PRESSURE OF 2,000 PSF HAS BEEN USED IN THE DESIGN OF THE FOUNDATIONS. IF CONDITIONS EXIST WHERE THE SOIL IS SOFT OR OTHERWISE QUESTIONABLE FOR FOUNDATION BEARING, CONTACT THE ENGINEER BEFORE PLACING CONCRETE.

2. FILL AND BACKFILL SHALL BE PLACED IN APPROXIMATELY 7" LAYERS AND COMPACTED TO AT LEAST 98% OF THE STANDARD PROCTOR MAXIMUM DENSITY (ASTM D99). SOILS SHALL CONTAIN NO MORE THAN 5% (BY WEIGHT) FIBROUS ORGANIC MATERIAL OR HAVE A PLASTICITY INDEX (PI) GREATER THAN 15.

3. CONTRACTOR SHALL VERIFY THAT SOIL BEARING CAPACITY OF VIRGIN SOILS OR ENGINEERED FILL IS AT LEAST 2,000 PSF PRIOR TO PLACING CONCRETE. IF SOIL BEARING IS LESS THAN 2,000 PSF CONTACT ENGINEER OF RECORD IMMEDIATELY.

4. PRIOR TO CONSTRUCTION THE GROUND SURFACE SHOULD BE CAREFULLY INSPECTED FOR SOFT SUBSURFACE SOILS AND PROCTORROLLED WITH A 15 TO 35-TON, FOUR-WHEELED, RUBBER-TIRED ROLLER OR SIMILAR APPROVED EQUIPMENT. THE PROCTORROLLER SHOULD MAKE AT LEAST FOUR PASSES OVER EACH LOCATION. WITH THE LAST TWO PASSES PERPENDICULAR TO THE FIRST TWO. ANY AREAS WHICH WAVE, RUT OR DEFLECT EXCESSIVELY AND CONTINUE TO DO SO AFTER SEVERAL PASSES OF THE PROCTORROLLER SHOULD BE UNDERGUT TO FIRMER SOILS. THE PROCTORROLLING AND UNDERCUTTING OPERATIONS SHOULD BE CAREFULLY MONITORED BY AN EXPERIENCED ENGINEERING TECHNICIAN WORKING UNDER THE DIRECT SUPERVISION OF THE GEOTECHNICAL ENGINEER.

GENERAL CONCRETE NOTES

1. THE CONCRETE WORK SHALL CONFORM TO THE REQUIREMENTS OF ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS," LATEST EDITION.

2. ALL CONCRETE SHALL ATTAIN A 28 DAY COMPRESSIVE STRENGTH OF 3000 PSI UNLESS NOTED OTHERWISE.

	SLUMP	MAX.	MIN.
		4"	2"
	ALL OTHERS	5"	3"

4. CONCRETE PERMANENTLY EXPOSED TO WEATHER SHALL BE 4% TO 7% AIR ENTRAINED.

5. REINFORCING STEEL SHALL BE DEFORMED BARS CONFORMING TO ASTM A615, GRADE 60. SPLICES SHALL BE LAPPED A MINIMUM OF 24 BAR DIAMETERS. FIBER MESH REINFORCING OR WWF SHALL BE USED.

6. SURFACE FINISHES SHALL BE BROOM FINISH IN ACCORDANCE WITH ACI 301 UNLESS NOTED OTHERWISE (UNO).

7. ALL EXTERNAL EDGES SHALL HAVE A 3/4" 45 DEGREE CHAMFER.

8. ALL PROPOSED ADMIXTURES, CURING COMPOUNDS, CONDITIONERS, AND HARDENERS SHALL BE REVIEWED BY THE ENGINEER PRIOR TO PLACEMENT.

9. CONTRACTION AND CONSTRUCTION JOINTS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ACI 224.3R.

10. CONTROL JOINTS IN CONCRETE SLAB SHALL BE LOCATED AS INDICATED ON PLAN. JOINT SPACING SHOULD BE SPACED @ 12'-0" UNLESS INDICATED OTHERWISE ON PLAN.

STRUCTURAL DESIGN:

DESIGN LOADS:
Importance Factors: (ASCE/SEI 7-10)

Wind	1.0
Snow	1.0
Seismic	1.0

Live Loads: Roof: (1603.1.2, 1607.11, 1611) 20 psf
Floor: (1603.1.1, 1607.10, 11607.10) 100 psf
Live Load Reductions: (1603.1.1, 1607.9) N/A psf
Ground Snow Load: (1608.2) 10 psf

Wind Load: Basic Wind Speed: (1609.3) (ASCE-7) 90 mph
Exposure Category C
Wind Base Shears (for MWFRS) Vx = Vy =

SEISMIC DESIGN CATEGORY: (1613.1, 1613.5.6) A B C D
Provide the following Seismic Design Parameters:
Occupancy Category (Table 1604.5) I II III IV
Spectral Response Acceleration Ss 21.5 % S1 9.6 %
Site Classification (Table 1613.5.2) F E D C B A
Data Source: Field Test Presumptive Historical Data

Basic Structural System (check one)
 Bearing Wall Dual w/ Special Moment Frame
 Building Frame Dual w/ Intermediate R/C or Special Steel
 Moment Frame Inverted Pendulum
Seismic base shear Vx = Vy =
Analysis Procedure Simplified Equivalent Lateral Force Dynamic
Architectural, Mechanical, Components anchored? Yes No

LATERAL DESIGN CONTROL: Earthquake Wind

SOIL BEARING CAPACITIES:
Field Test (provide copy of test report as a reference document) _____ psf
Presumptive Bearing capacity 2,000 psf
File size, type and capacity _____

SPECIAL INSPECTIONS REQUIRED: Yes No

SCHEDULE OF SPECIAL INSPECTION SERVICES

No special inspections required for this project Special inspections required
The following sheets comprise the required schedule of Special Inspections for this project. The construction divisions which require special inspections for this project are as follows:

- | | |
|--|--|
| <input checked="" type="checkbox"/> IT-1 Verification of Soils | <input type="checkbox"/> IT-10 Inspection of Structural Steel Fabrications |
| <input type="checkbox"/> IT-2 Excavation and Fill | <input type="checkbox"/> IT-11 Structural Masonry |
| <input type="checkbox"/> IT-3 Piling and Drilling Plans | <input type="checkbox"/> IT-12 Welding |
| <input type="checkbox"/> IT-4 Modular Retaining Walls | <input checked="" type="checkbox"/> IT-13 High Strength Bolt & Steel Framing Insp. |
| <input checked="" type="checkbox"/> IT-5 Reinforced Concrete | <input type="checkbox"/> IT-14 Sprayed Fire-Resistance Materials |
| <input type="checkbox"/> IT-6 Post Tension Slab | <input type="checkbox"/> IT-15 Exterior Insulation and Finish System |
| <input type="checkbox"/> IT-7 Pre-cast Concrete Erection | <input type="checkbox"/> IT-16 Seismic Rehabilitation |
| <input type="checkbox"/> IT-8 Pre-stressed Concrete | <input type="checkbox"/> IT-17 Smoke Control |
| <input type="checkbox"/> IT-9 Inspection of Pre-cast Fabricators | <input type="checkbox"/> IT-18 Detention Basin |
| | <input type="checkbox"/> IT-19 Special Cases |



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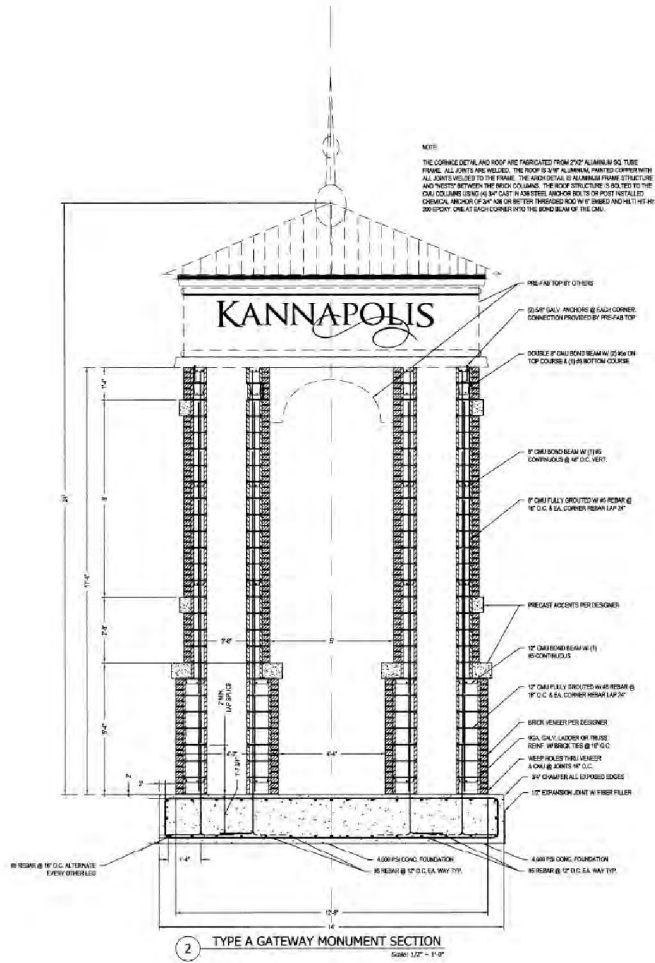
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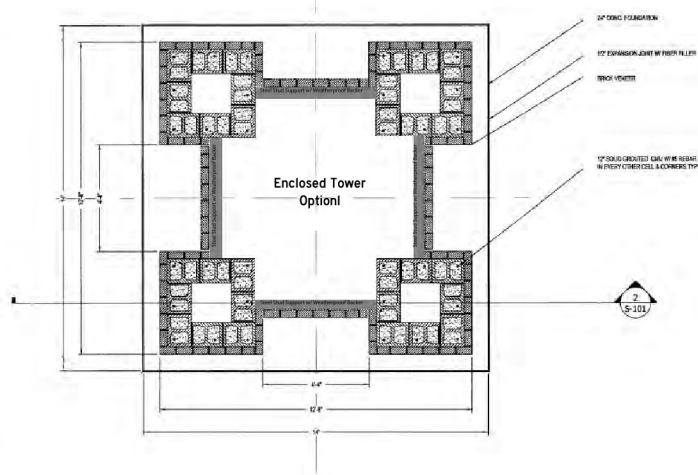
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TYPE A GATEWAY MONUMENT
PLAN & SECTION

DATE: 03/26/2017
DRAWN BY: CDR
CHECKED BY: CDR
PROJECT NO.: 15246
SHEET NUMBER: **S-101**

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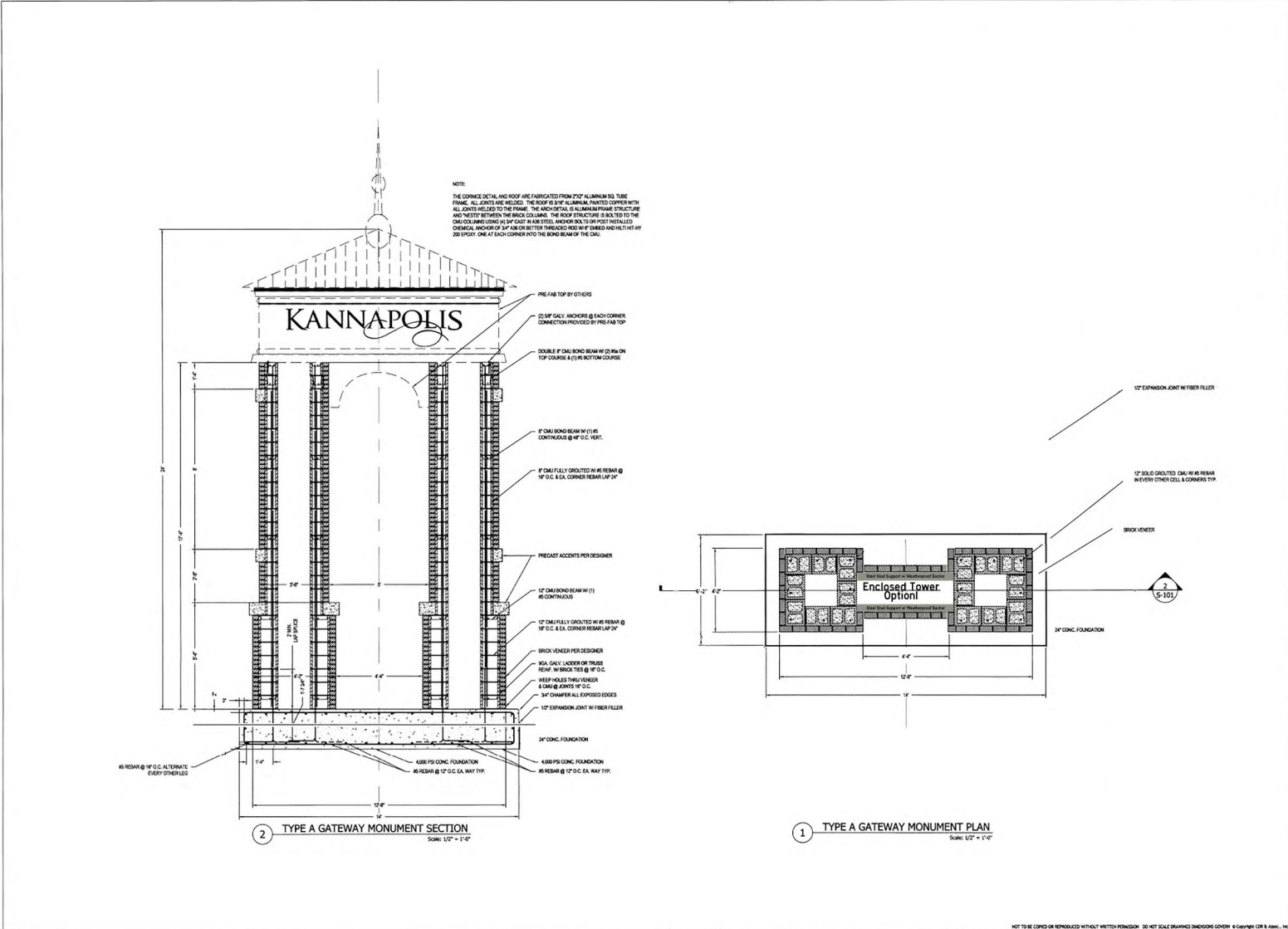


2 TYPE A GATEWAY MONUMENT SECTION
Scale: 1/2" = 1'-0"



1 TYPE A GATEWAY MONUMENT PLAN
Scale: 1/2" = 1'-0"

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SHEET NAME:
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DATE: 03/06/2017
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SHEET NUMBER: S-101

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City of
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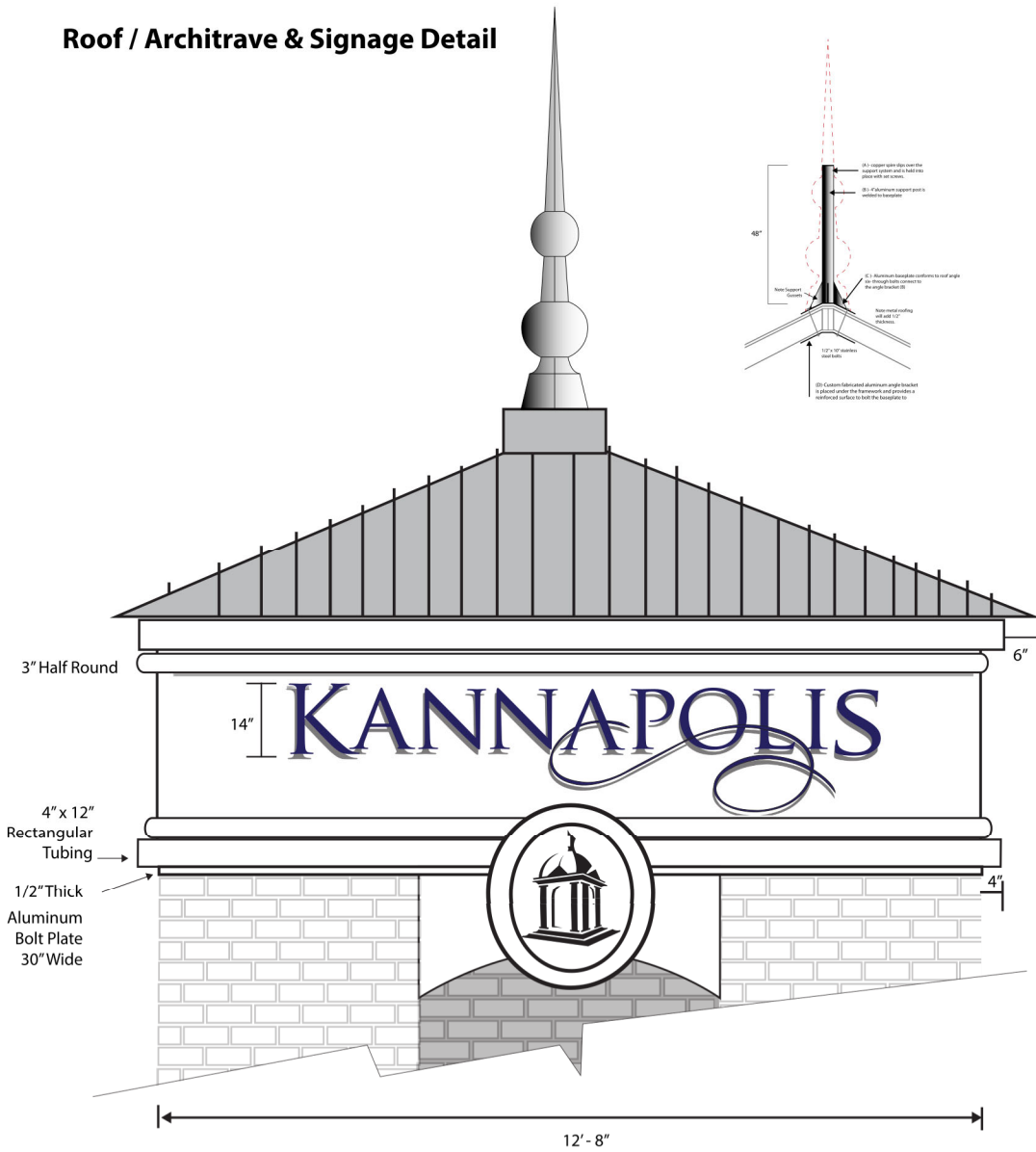
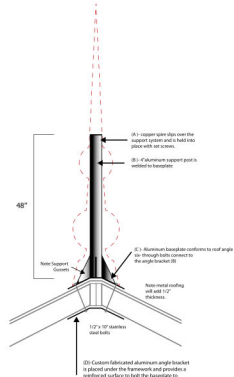
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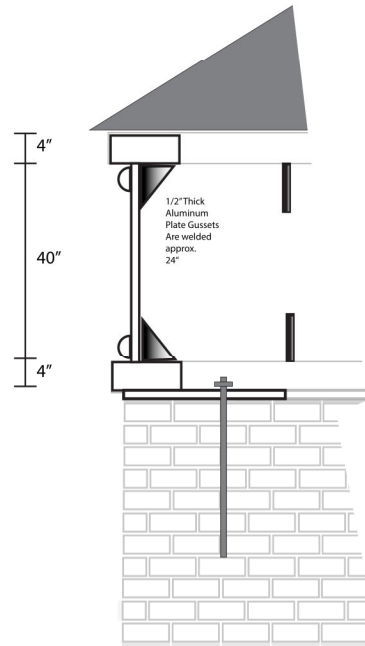
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Roof / Architrave & Signage Detail



See Roof Detail
Page 7



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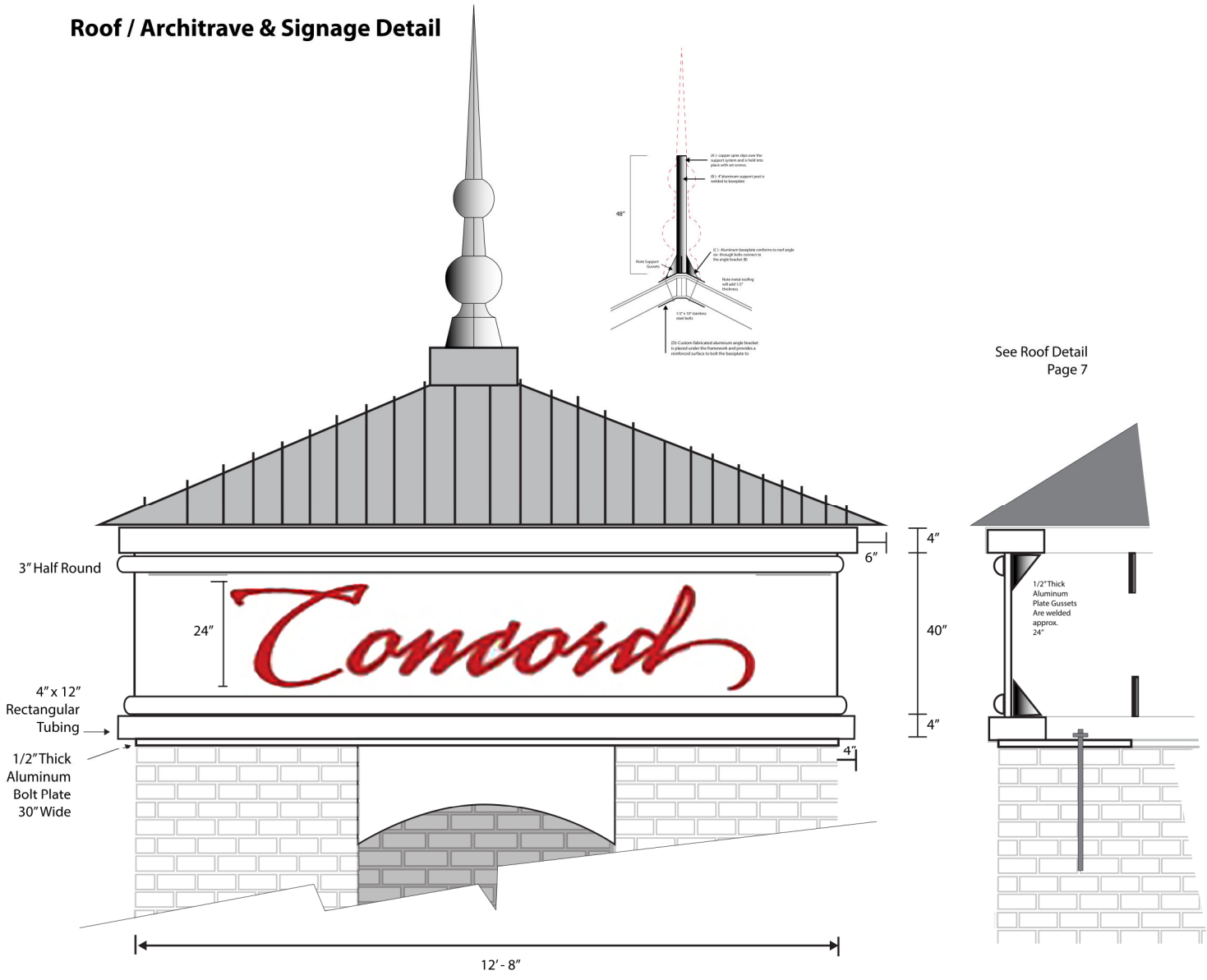
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Roof / Architrave & Signage Detail



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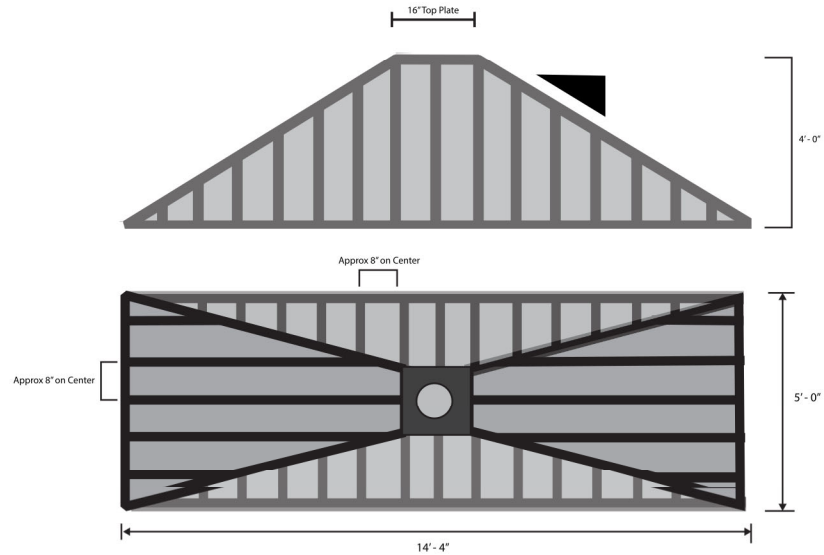
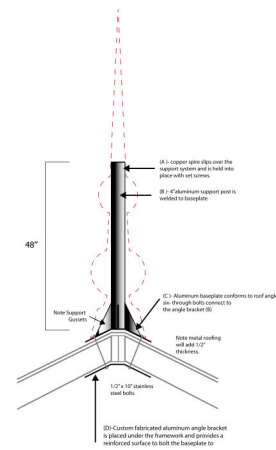
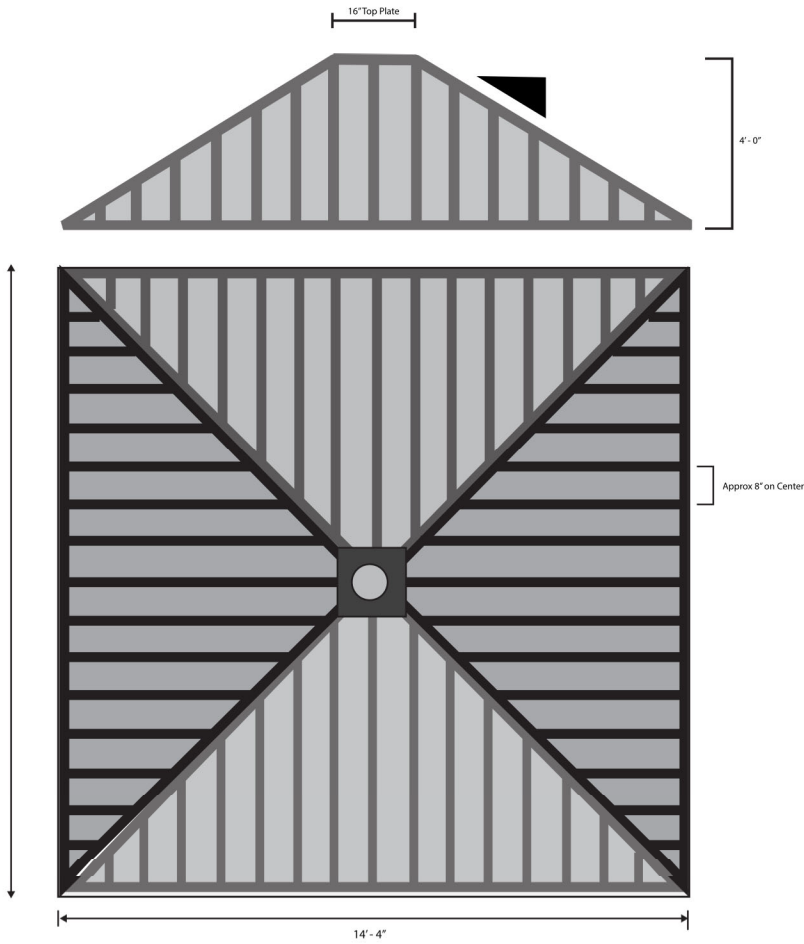
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Metal Roof Detail



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 Belmont, NC 28012
 (704) 651.3528

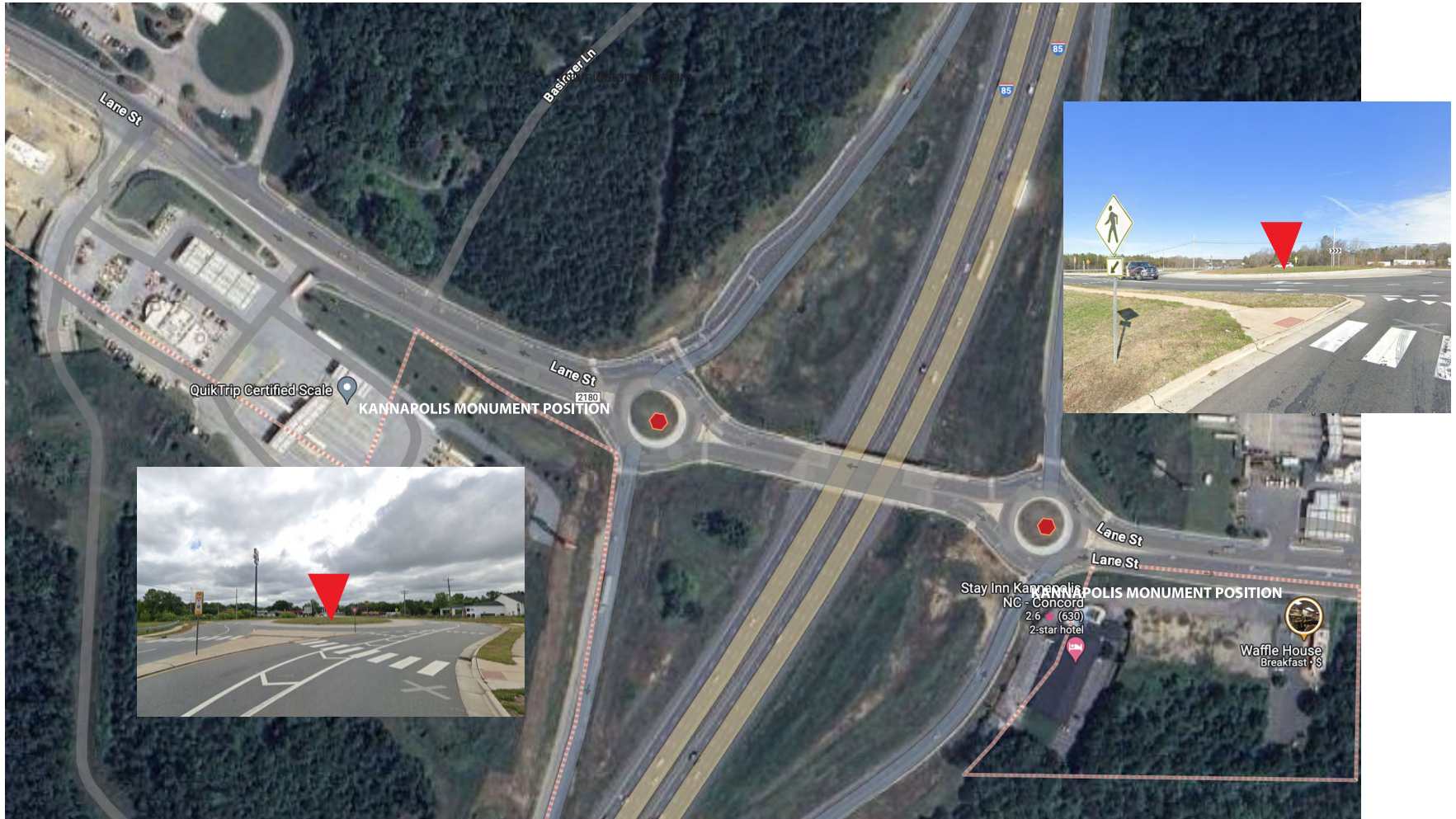
Wayfinding / Gateway Monuments
 Brand / Identity

Revised Date / July 18, 2024
Revised Date / Oct. 20, 2024

I-85 Exit 58 / Kannapolis Parkway & Cannon Blvd / Type A Monuments / Two Towers Req.



I-85 Exit 63 / Lane Street / Type A Monuments / Two Towers Req.

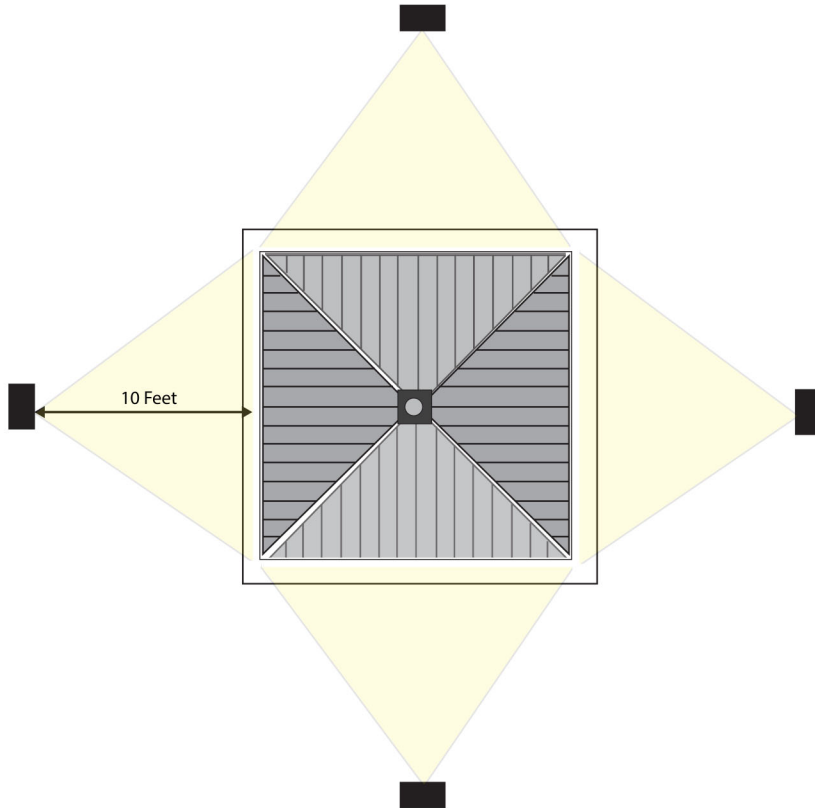


I- 85 Exit 60 Dale Earnhardt Blvd & Copperfield / Type B-1 Monuments Two Towers Req.



Skinny version of monument on Dale Earnhardt Blvd.
Takes the place of two smaller towers.

Solar Lighting Plan / Type A
Type A Monuments Four Towers
Exit 58 Cannon Blvd / Exit 63 Lane Street

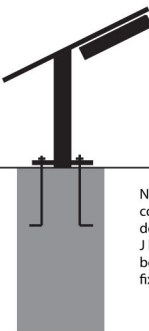


20W SOLAR BILLBOARD UPLIGHT

- Our 20W Solar Powered Billboard light is self-sufficient and wireless making it easy to use and simple to install.
- This system is a sleek energy efficient product that will provide ideal lighting for billboards and signs.
- Made with Aluminum, this light is decorative in design, yet manufactured to be durable

PRODUCT APPLICATIONS

Our 20W Solar LED Billboard Light is a great addition to brighten up any area that it is placed, such as Wall Washer, Advertising Lighting, Buildings and Bridges, Plant Landscape, etc.



Note: 10" Dia. concrete base is 24" deep w/ 3/8" x 8" J bolts. Template will be provided with light fixture instructions.

LED LIGHTING SOLUTIONS 42410 WINCHESTER RD TEMECULA CALIFORNIA 92590 888-925-1066



Project Team

Renee Butler, Kannapolis
 Annette Privette Keller, Kannapolis
 Wilmer Melton, Kannapolis

Phillip Graham, Concord
 Jamie Williams, Concord

Project Designer:

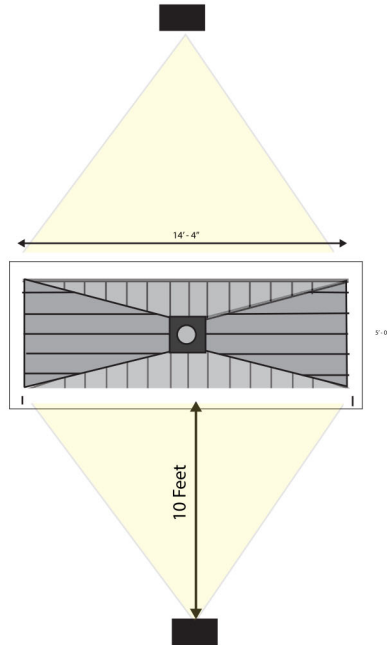
H.L. Bizzell, SEGDI,DSA
 Bizzell Design, Inc.
 PO Box 785
 Belmont, NC 28012
 (704) 651.3528



Wayfinding / Gateway Monuments
 Brand / Identity

Revised Date / July 18, 2024
Revised Date / Oct. 20, 2024

Solar Lighting Plan / Type B
Type B-1 Monuments Two Towers
Exit 60 Dale Earnhardt Blvd & Copperfield



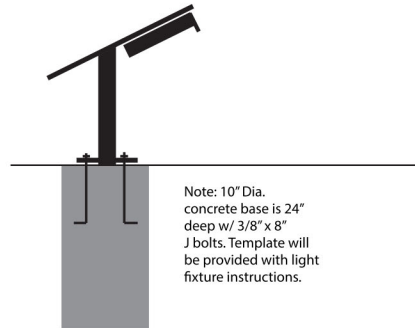
20W SOLAR BILLBOARD UPLIGHT

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PRODUCT APPLICATIONS

Our 20W Solar LED Billboard Light is a great addition to brighten up any area that it is placed, such as Wall Washer, Advertising Lighting, Buildings and Bridges, Plant Landscape, etc.

LED LIGHTING SOLUTIONS | 42410 WINCHESTER RD | TEMECULA | CALIFORNIA | 92590 | 888-925-1966



Note: 10" Dia. concrete base is 24" deep w/ 3/8" x 8" J bolts. Template will be provided with light fixture instructions.



Project Team

Renee Butler, Kannapolis
 Annette Privette Keller, Kannapolis
 Wilmer Melton, Kannapolis

Phillip Graham, Concord
 Jamie Williams, Concord

Project Designer:

H.L. Bizzell, SEGDI, IDSA
 Bizzell Design, Inc.
 PO Box 785
 Belmont, NC 28012
 (704) 651.3528



Wayfinding / Gateway Monuments
 Brand / Identity

Revised Date / July 18, 2024
Revised Date / Oct. 20, 2024

Type A Monuments Four Towers Req. / Exit 58 Cannon Blvd / Exit 63 Lane Street



**Estimated Pre-Bid Cost
\$198,268.00**

Concord	Kannapolis
1-Type A Monument Exit 58 Cannon Blvd \$198,268.00	3-Type A Monuments Exit 58 Cannon Blvd (1) Exit 63 Lane Street (2) \$594,804.0
1- Type B Monument Exit 60 / Copperfield \$138,772.00	Type B Monument Exit 60 Dale Earnhardt Blvd. \$138,772.00
Project Management \$27,000.00	Project Management \$54,000.00
Total Concord Project Costs \$364,040.00	Total Kannapolis Project Costs \$787,576.00



Slimy version of monument on Dale Earnhardt Blvd.
Takes the place of two smaller towers.

**Estimated Pre-Bid Cost
\$138,772.00**



**Estimated Pre-Bid Cost
\$138,772.00**

Note: Pre-Bid Cost Study
 Provided by Vision Construction Cost Estimating Laurel, MD.
 All original designs, construction drawings and structural engineering have been completed and paid for by the City of Kannapolis.

 Revisions and additions to the original drawings and on site location marking and study, plus additional project work to pre-verify construction costs, etc.
 Will be billed as project management fees.

Type B-1 Monuments Two Towers Req. / Exit 60 Dale Earnhardt Blvd & Copperfield



Southeastern Consulting Engineers, Inc.

December 18, 2024

Mr. Alex Burris
Electric Systems Director
City of Concord
P.O. Box 308
Concord, North Carolina 28025

Ref.: 115kV Switching Station Upgrade – Equipment & Materials Bid
Bid # 2649

Dear Alex:

The City received sealed proposals on December 12, 2024, from four suppliers solicited for providing substation equipment that will be installed at the City’s Delivery No. 3. A bid tabulation is attached. Each bid was reviewed for compliance with the technical specifications and purchase price. Based on the preceding factors the following vendors submitted the lowest responsive and compliant bid:

Schedule I – Switching Station Equipment

WESCO
334 Atkinson St
Clayton, NC 27520
Proposal # n/a
Delivery: Varies

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
115kV Hookstick Disconnect Switch	24	\$2,303.00	\$55,272.00
96kV Lightning Arrester	15	\$1,302.00	\$19,530.00
Potential Transformer	3	\$12,100.00	\$36,300.00
Station Service Transformer	1	n/a	n/a
Total Schedule I			<u>\$111,102.00</u>

Schedule II – 121kV Circuit Breakers

Siemens Energy
444 HWY 49 South
Richland, MS 39218
Proposal ID: 24317EM-T-1
Delivery: 110 weeks

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
121 kV Main Breaker	2	\$138,950.00	\$277,900.00
121 kV Feeder Breaker	4	\$121,990.00	\$487,960.00
Total Schedule II			<u>\$765,860</u>

The total cost for the two schedules is \$876,962.00. We recommend that the City accept the proposals and issue a purchase order to the above Vendors. If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By  _____
Steve Phillips
Associate Engineer

cc: Andrea Cline
Ty Barbee
Caleb Greene

BID TABULATION

115 kV Switching Sataiton Upgrade

City of Concord
Concord, North Carolina

Date: December 12, 2024
Time: 2:00 PM

<u>Bidder</u>	<u>WESCO</u>	<u>Substation Enterprises</u>	<u>National Transformer Sales (Siemens)</u>	<u>GE</u>
<u>Schedule I - Switching Station Equipment</u>				
Total, Schedule I	<u>\$ 111,102.00</u>	<u>\$ 195,927.00</u>	<u>\$ 246,429.00</u>	<u>no bid</u>
<u>Schedule II - 121 kV Circuit Breakers</u>				
Total, Schedule II	<u>\$ 882,066.00</u>	<u>no bid</u>	<u>\$ 765,860.00</u>	<u>\$ 855,600.00</u>
Price Terms	<u>NET 30</u>	<u>NET 30</u>	<u>NET 30</u>	<u>NET 30</u>

**CITY OF CONCORD
PURCHASING BID REVIEW AND ROUTING FORM**

DATE: 12/19/2024

FORMAL BID: Yes

BID DATE: 12/12/2024

DEPARTMENT: Electric

BIDDERS	AMOUNT	DELIVERY
WESCO	\$111,102.00	Varies
Substation Enterprises	\$195,927.00	Varies
National Transformer Sales (Siemens)	\$246,429.00	Varies

RECOMMENDATION: WESCO

LOW BIDDER: YES NO (IF NOT, DOCUMENTATION REQUIRED)

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: Alex Burris DATE: 12/20/2024

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:

LeDerick Blackburn Digitally signed by LeDerick Blackburn
Date: 2024.12.20 08:28:54 -05'00'

DATE: _____

COMMENTS: _____

PURCHASING OFFICIAL: Ryan LeClear Digitally signed by Ryan LeClear
Date: 2024.12.20 09:40:16 -05'00' DATE: _____

COMMENTS: _____

FINANCE DIRECTOR: Jessica Jones Digitally signed by Jessica Jones
Date: 2024.12.20 12:11:20 -05'00' DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES Lloyd Wm. Payne, Jr., Digitally signed by Lloyd Wm.
Payne, Jr., ICMA-CM DATE: _____

CITY MANAGER: _____ Date: 2024.12.21 05:57:32 -05'00' DATE: _____

COMMENTS: _____

**CITY OF CONCORD
PURCHASING BID REVIEW AND ROUTING FORM**

DATE: 12/19/2024

FORMAL BID: Yes

BID DATE: 12/12/2024

DEPARTMENT: Electric

BIDDERS	AMOUNT	DELIVERY
National Transformer Sales (Siemens)	\$765,860.00	110 weeks
GE	\$855,600.00	134 weeks
WESCO	\$882,066.00	134 weeks

RECOMMENDATION: National Transformer Sales (Siemens)

LOW BIDDER: YES NO (IF NOT, DOCUMENTATION REQUIRED)

ADDED OPTIONS: _____

PRICE: _____

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: *Alex Burris* DATE: 12/20/2024

COMMENTS: _____

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS: LeDerick Blackburn Digitally signed by LeDerick Blackburn
Date: 2024.12.20 08:29:32 -05'00' DATE: _____

COMMENTS: _____

PURCHASING OFFICIAL: *Ryan LeClear* Digitally signed by Ryan LeClear
Date: 2024.12.20 09:39:46 -05'00' DATE: _____

COMMENTS: _____

FINANCE DIRECTOR: *Jessica Jones* Digitally signed by Jessica Jones
Date: 2024.12.20 12:11:52 -05'00' DATE: _____

COMMENTS: _____

APPROVE AS RECOMMENDED: YES Lloyd Wm. Payne, Jr., Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
CITY MANAGER: ICMA-CM Date: 2024.12.21 05:52:00 -05'00' DATE: _____

COMMENTS: _____

BID TABULATION
Power Transformers

Date: December 12, 2024
Time: 2:30 PM, EST

City of Concord
Concord, North Carolina

<u>Bidder</u>	<u>Pralar USA</u>	<u>Niagra Power Transformers</u>	<u>WEG</u>	<u>VTC</u>	<u>_____</u>
(1) Power Transformer, 20/27 MVA, 43.8 - 13.2 KV as specified	\$ <u>1,237,700.00</u>	\$ <u>1,575,198.00</u>	\$ <u>1,393,148.00</u>	\$ <u>1,417,000.00</u>	\$ <u>_____</u>
Transportation to Site	<u>114,000.00</u>	<u>35,000.00</u>	<u>19,400.00</u>	<u>13,800.00</u>	<u>_____</u>
Offloading	<u>By Owner</u>	<u>By Owner</u>	<u>By Owner</u>	<u>By Owner</u>	<u>By Owner</u>
On-Site Commissioning	<u>98,400.00</u>	<u>75,000.00</u>	<u>Not Included</u>	<u>Included</u>	<u>_____</u>
Total Bid Price	\$ <u><u>1,450,100.00</u></u>	\$ <u><u>1,685,198.00</u></u>	\$ <u><u>1,412,548.00</u></u>	\$ <u><u>1,430,800.00</u></u>	\$ <u><u>_____</u></u>
Manufacturer:	<u>TTE</u>	<u>Niagra</u>	<u>WEG</u>	<u>VTC</u>	<u>_____</u>
Delivery:	<u>94 Weeks</u>	<u>156 Weeks</u>	<u>120-130 Weeks</u>	<u>50-55 Weeks</u>	<u>_____</u>



Southeastern Consulting Engineers, Inc.

December 18, 2024

Mr. Alex Burris
Electric Systems Director
P.O. Box 308
Concord, North Carolina 28025

Ref.: Power Transformer Bid Recommendation

Dear Alex:

The City received sealed proposals on December 12, 2024, from four suppliers solicited for providing a power transformer that will replace the damaged transformer at Substation "H". Each bid was reviewed for compliance with the technical specifications, purchase price, and delivery. Based on the preceding factors Virginia Transformer Corporation submitted the lowest responsive and compliant bid with the best lead time.

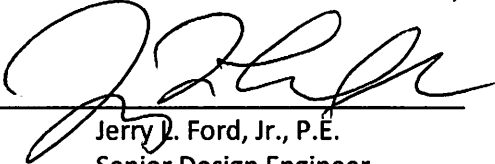
Virginia Transformer Corporation
220 Glade view Drive, NE
Roanoke, VA 24012
Order # G244601A
Delivery 50-55 Weeks

Description	Quantity	Total Price
43.8 -13.2 kV, 20/27 MVA	1	\$1,417,000.00
Onsite Commissioning	1	Included
Transportation to Site *Estimate	1	\$13,800.00
Total		\$1,430,800.00

We recommend that the City accept the proposal from VTC and issue a purchase order with the information as stated above. If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By 
Jerry L. Ford, Jr., P.E.
Senior Design Engineer

JLF/lc

cc: Andrea Cline
Caleb Greene

**CITY OF CONCORD
PURCHASING BID REVIEW AND ROUTING FORM**

DATE: 12/19/2024
 FORMAL BID: Yes
 BID DATE: 12/12/2024
 DEPARTMENT: Electric

BIDDERS	AMOUNT	DELIVERY
VTC	\$1,430,800.00	55 weeks
WEG	\$1,412,548.00	130 weeks
Pralar USA	\$1,450,100.00	94 weeks
Nlagra Power Transformers	\$1,685,198.00	156 weeks

RECOMMENDATION: VTC

LOW BIDDER: YES NO (IF NOT, DOCUMENTATION REQUIRED)

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: Alex Burris DATE: 12/20/2024

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:

LeDerick Blackburn

Digitally signed by LeDerick Blackburn
Date: 2024.12.20 08:32:32 -05'00'

DATE: _____

COMMENTS: _____

◆◆◆◆◆

PURCHASING OFFICIAL:

Ryan LeClear

Digitally signed by Ryan LeClear
Date: 2024.12.20 09:41:12 -05'00'

DATE: _____

COMMENTS: _____

◆◆◆◆◆

FINANCE DIRECTOR:

Jessica Jones

Digitally signed by Jessica Jones
Date: 2024.12.20 12:12:45 -05'00'

DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES

Lloyd Wm. Payne, Jr., ICMA-CM

Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2024.12.21 05:58:38 -05'00'

DATE: _____

CITY MANAGER:

DATE: _____

COMMENTS: _____

GIS Utility Exhibit Map

Date: Monday, December 2, 2024

Property Owner/Applicant:
Carey Custom Properties, LLC
Attn: James Carey
5000 Wakefield Dr., Concord, NC 28027

Site Development Description & Location: 7 Mary Circle, Concord NC 28025 (PIN55289383270000) The 0.62-acre parcel located within Cabarrus County jurisdiction is zoned LDR and within Area B of the Cabarrus County and City of Concord interlocal agreement Regarding the Central Area Plan.

Area Water and Sewer Utility Description: Existing water mains are available along the western shoulder of Zion Church Road and along the southern shoulder of Mary Cir Road within the road 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.

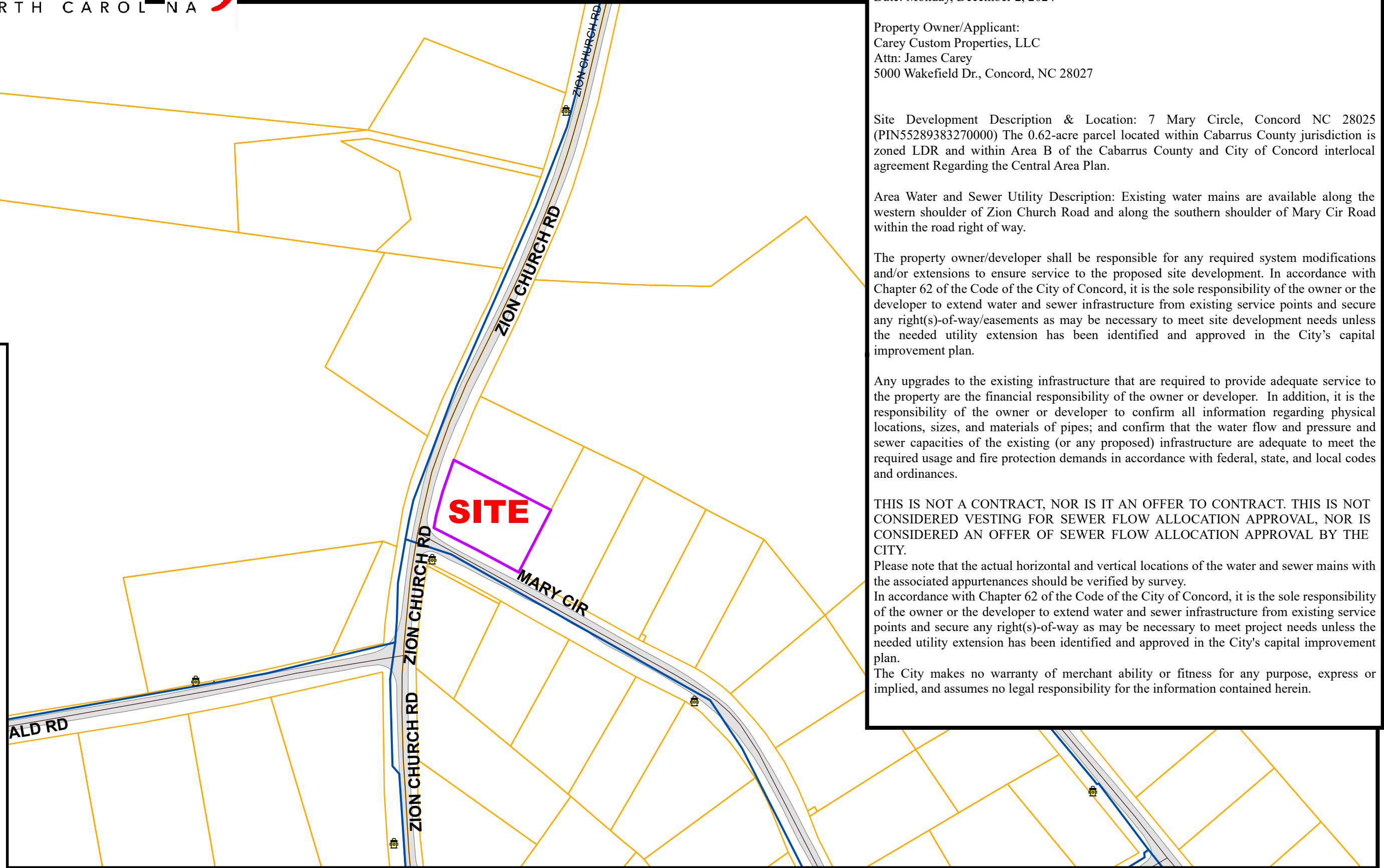
Any upgrades to the existing infrastructure that are required to provide adequate service to the property are the financial responsibility of the owner or developer. In addition, it is the responsibility of the owner or developer to confirm all information regarding physical locations, sizes, and materials 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.

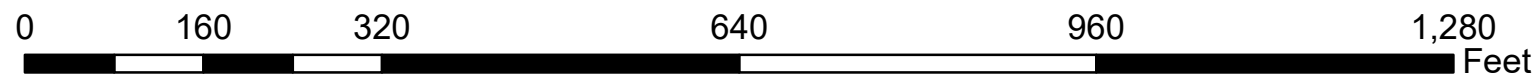
In accordance with Chapter 62 of the Code of the City of Concord, it is the sole responsibility of the owner or the developer to extend water and sewer infrastructure from existing service points and secure any right(s)-of-way as may be necessary to meet project needs unless the needed utility extension 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.



Legend

- WATER.WR.Hydrant
- <all other values>
- PRIVATE**
- City
- Not Active
- Private
- WATER.WR.WSACC_Manholes
- WATER.WR.SManhole
- <all other values>
- ManholeType**
- S DropManhole
- S StandardManhole
- S SummitManhole
- S UnknownMHType
- WATER.WR.SLiftStation
- <all other values>
- LiftstationType**
- S PumpStation
- WATER.WR.CENTERLINE
- WATER.WR.RawLine
- <all other values>
- LINETYPE**
- Raw Transmission Line
- WATER.WR.PressureMain
- <all other values>
- LINETYPE**
- Distribution Main
- Interconnect
- Pipe Bridge
- Transmission Main
- Unknown Line Type
- WATER.WR.WSACC_Pipes
- WATER.WR.SPResurizedMain
- <all other values>
- MainType**
- S Force
- S PipeBridge
- WATER.WR.SGravityMain
- <all other values>
- MainType**
- S Collector
- S Interceptor
- S InvertedSiphon
- S Outfall
- S Tunnel
- S UnknownGravityType
- WATER.WR.MajorRoads
- WATER.WR.SecondaryRoads
- WATER.WR.Centerline
- COCGIS.PLANNING_ADMIN.Concord
- COCGIS.GISSUPPORT_ADMIN.PavedStreets
- COCGIS.PLANNING_ADMIN.Parcels
- WATER.WR.Cabarrus_County



GIS Utility Exhibit Map

Date: Monday, December 2, 2024

Property Owner/Applicant:
Carey Custom Properties, LLC
Attn: James Carey
5000 Wakefield Dr., Concord, NC 28027

Site Development Description & Location: 5321 Zion Church Rd., Concord NC 28025 (PIN55289384760000) The 0.58-acre parcel located within Cabarrus County jurisdiction is zoned LDR and within Area B of the Cabarrus County and City of Concord interlocal agreement Regarding the Central Area Plan.

Area Water and Sewer Utility Description: An existing public water is available along the western shoulder of Zion Church Road within the road 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.

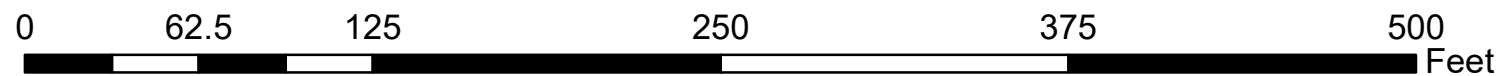
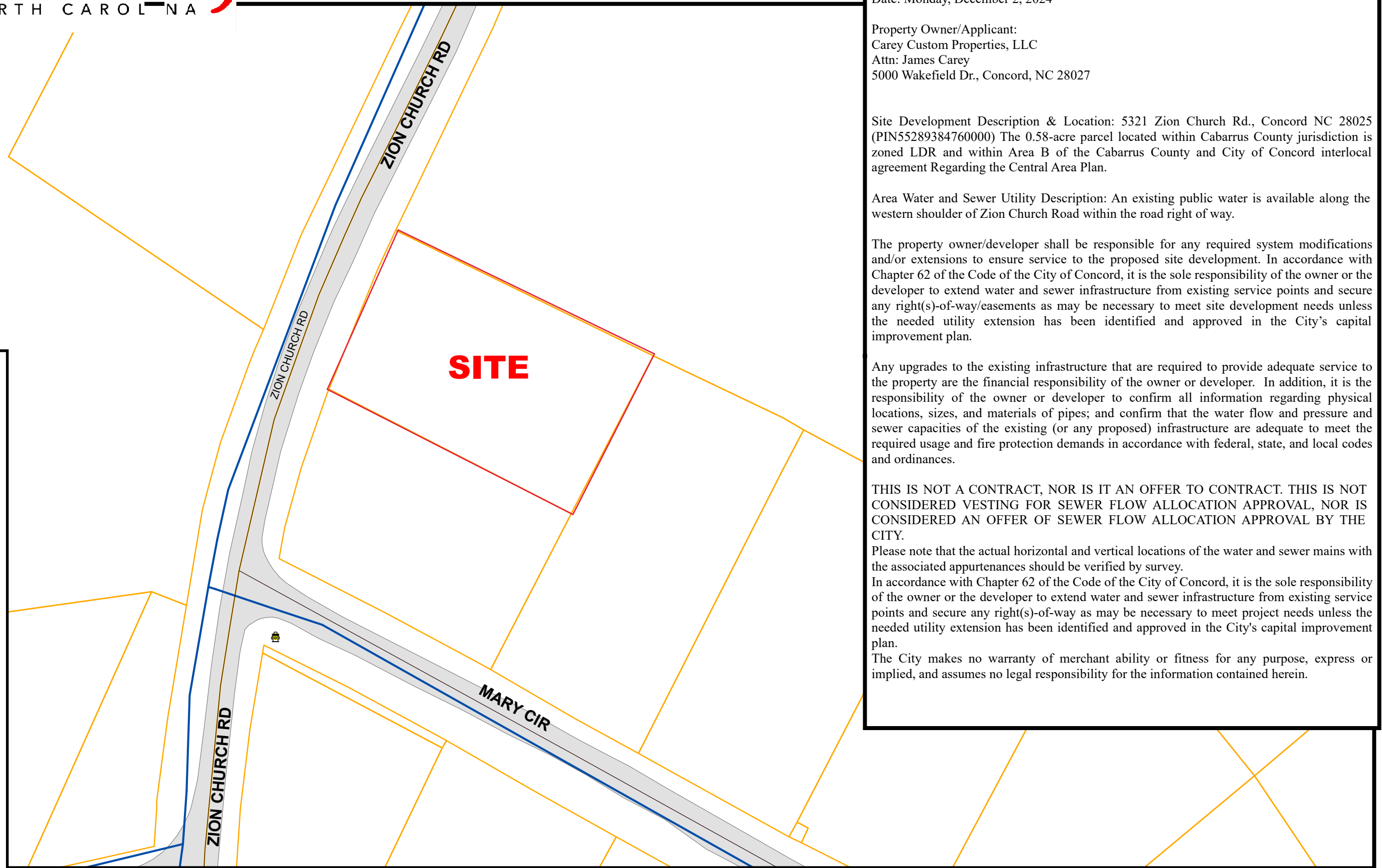
Any upgrades to the existing infrastructure that are required to provide adequate service to the property are the financial responsibility of the owner or developer. In addition, it is the responsibility of the owner or developer to confirm all information regarding physical locations, sizes, and materials 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.



- Legend**
- WATER.WR.Hydrant
 - <all other values>
 - PRIVATE
 - City
 - Not Active
 - Private
 - WATER.WR.WSACC_Manholes
 - WATER.WR.SManhole
 - <all other values>
 - ManholeType**
 - SDropManhole
 - SStandardManhole
 - SSummitManhole
 - SUnknownMHType
 - WATER.WR.SLiftStation
 - <all other values>
 - LiftstationType**
 - SPumpStation
 - WATER.WR.CENTERLINE
 - WATER.WR.RawLine
 - <all other values>
 - LINETYPE**
 - Raw Transmission Line
 - WATER.WR.PressureMain
 - <all other values>
 - LINETYPE**
 - Distribution Main
 - Interconnect
 - Pipe Bridge
 - Transmission Main
 - Unknown Line Type
 - WATER.WR.WSACC_Pipes
 - WATER.WR.SPressurizedMain
 - <all other values>
 - MainType**
 - SForce
 - SPipeBridge
 - WATER.WR.SGravityMain
 - <all other values>
 - MainType**
 - SCollector
 - SInterceptor
 - SInvertedSiphon
 - SOutfall
 - STunnel
 - SUnknownGravityType
 - WATER.WR.MajorRoads
 - WATER.WR.SecondaryRoads
 - WATER.WR.Centerline
 - COCGIS.GISSUPPORT_ADMIN.PavedStreets
 - COCGIS.PLANNING_ADMIN.Parcels
 - WATER.WR.Cabarrus_County

Date: Thursday, December 19, 2024

Property Owner/Applicant:
 Robert Capo & Staci Comer, Joint Tenants
 1582 Almond Dr. Concord, NC 28025
 Phone: 505-235-5080 | Email:
 5000 Wakefield Dr., Concord, NC 28027

Agent:
 Casey Honeycutt, Vice President
 P.O. Box 37 Mt. Pleasant, NC 28124
 2835 Ross Lee Dr., Concord, NC 28025
 Phone: 980-621-5894 | Email: casey@quicksilver-inc.com

Quick Silver Custom Builders, Inc.
 Attn: Casey Honeycutt, Vice President
 1507 Pinto Pl., Suite E1, Mt Pleasant, NC 28124

Site Development Description & Location: 5170 Almond Dr., Concord, NC 28025 (PIN55481283290000)
 The 11-acre parcel located within Cabarrus County jurisdiction is zoned LDR and within Area B of the Cabarrus County and City of Concord interlocal agreement Regarding the Central Area Plan.

Area Water and Sewer Utility Description: City of Concord public water and public sewer is considered not available.

Although public sewer is considered not available, the existing Water & Sewer Authority of Cabarrus County (WSACC) Coldwater Creek interceptor extends across the parcel. For sewer service utilizing WSACC's interceptor, the Water & Sewer Authority of Cabarrus County would have to grant permission to serve the private residence.

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.

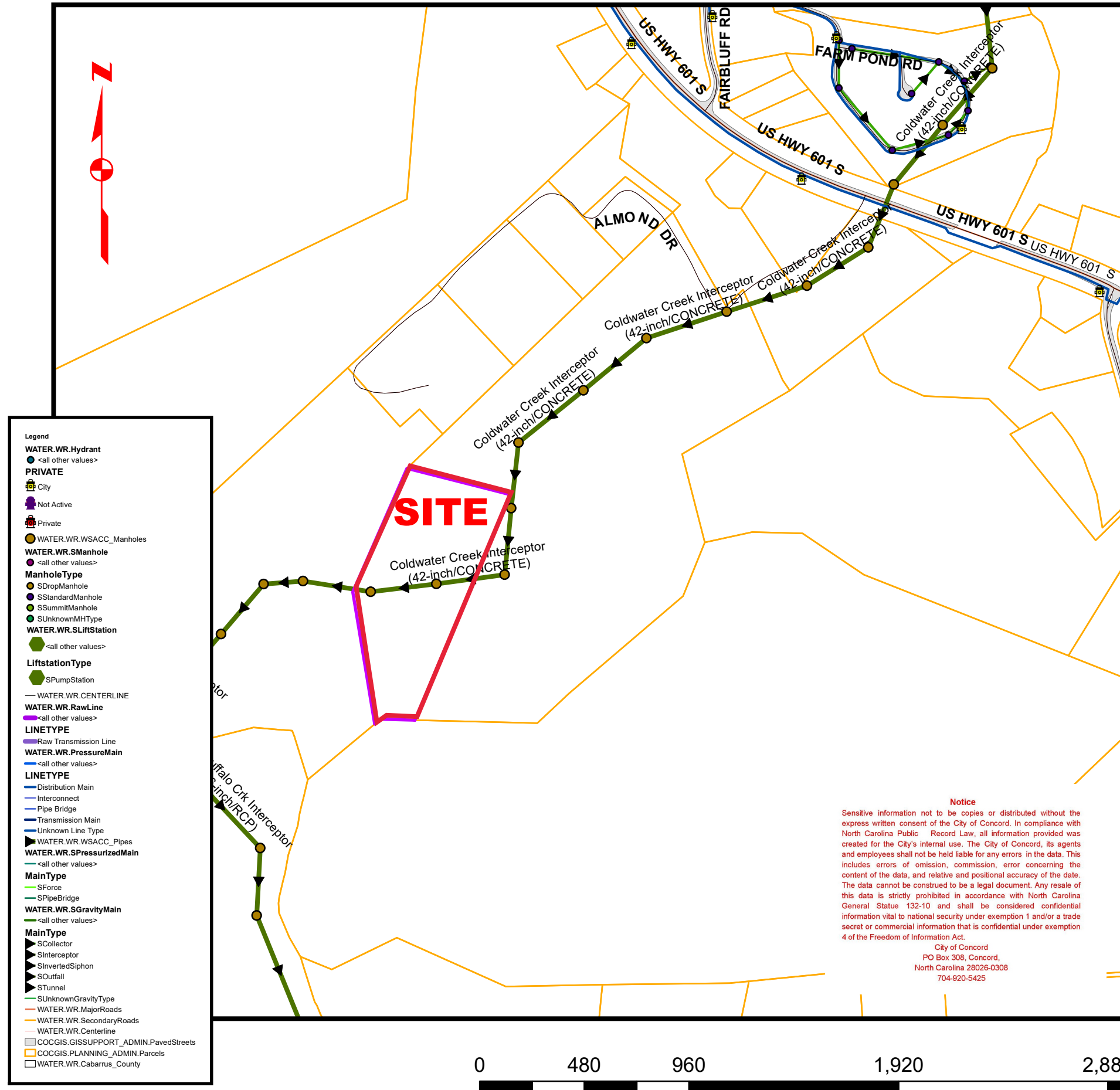
Any upgrades to the existing infrastructure that are required to provide adequate service to the property are the financial responsibility of the owner or developer. In addition, it is the responsibility of the owner or developer to confirm all information regarding physical locations, sizes, and materials 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.



Notice
 Sensitive information not to be copied or distributed without the express written consent of the City of Concord. In compliance with North Carolina Public Record Law, all information provided was created for the City's internal use. The City of Concord, its agents and employees shall not be held liable for any errors in the data. This includes errors of omission, commission, error concerning the content of the data, and relative and positional accuracy of the data. The data cannot be construed to be a legal document. Any resale of this data is strictly prohibited in accordance with North Carolina General Statute 132-10 and shall be considered confidential information vital to national security under exemption 1 and/or a trade secret or commercial information that is confidential under exemption 4 of the Freedom of Information Act.
 City of Concord
 PO Box 308, Concord,
 North Carolina 28026-0308
 704-920-5425

Sheila Lowry

From: Kate Wright
Sent: Friday, December 20, 2024 2:45 PM
To: Jason Tryon; Sheila Lowry
Subject: Fw: Youth Sports Grant Notification

Got some good news!!

Kate Wright
 Athletic Coordinator
 City of Concord Parks and Recreation
 704.920.5617



From: ncas@ncsports.org <ncas@ncsports.org>
Sent: Friday, December 20, 2024 2:45 PM
To: Kate Wright <wrightk@ConcordNC.gov>
Subject: RE: Youth Sports Grant Notification

CAUTION: This email originated from outside the City of Concord. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Thank you for submitting a grant application to the Youth Sports Grant fund that provides funding to purchase youth sports equipment and/or to provide facility upgrades that would benefit youth sports. The Youth Sports Grant fund for equipment and facility upgrades was established by the North Carolina General Assembly and N.C. Amateur Sports from a percentage of the sports wagering tax revenues in our state. Our Grant Committee has carefully reviewed your application and we are excited to notify you that we have approved the amount of grant funding below for the project below that you requested in your Youth Sports Grant application:

Organization Name: *Concord Parks and Recreation*

Project Name: *Non-Traditional Sports Equipment*

Amount of Funding Approved: *\$5,000*

To receive your funding, you will need to complete the attached ACH Authorization form and return to the address, or email address on the form within 30 days of this email notification.

By accepting the grant funding, you agree to the following requirements:

- Grant funding must be used for items in the budget that you submitted with your application. If you received partial funding for your request, you may choose the items in your budget that you would like to purchase. Funding may not be used for anything that was not included in the budget that you submitted.

- Grant awards must be expended within one year of receiving the funds.
- Within 30 days of expending your grant funds you must submit a receipt for each purchase.
- Within 30 days of expending your grant funds you must submit before and after photos of the project.
- Any unused funds will revert back to North Carolina Amateur Sports immediately after one year of the funds being issued and will be drafted from the recipients account as accepted on the Authorization Form.
- Any funds will revert back to North Carolina Amateur Sports immediately after one year of the funds being issued if receipts for the funds are not provided and will be drafted from the recipients account as accepted on the Authorization Form.
- N.C. Amateur Sports will require a full refund of the grant award if any of the grant funds are used improperly, or for any items not included in the budget that you submitted.
- Receipts and photos (before and after) may be emailed to ncas@ncsports.org, or mailed to: N.C. Amateur Sports, 406 Blackwell Street, Suite 120, Durham NC 27701.
- You must notify us immediately if you determine that you are no longer able to use the funds as you outlined in your application.

Please reply to this email with any questions.

Best of luck!

NCAS Youth Sports Grant Committee

ORD. #

AN ORDINANCE TO AMEND FY 2024-2025 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13th 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	
100-4603000	Grant Proceeds	195,713	200,713	\$ 5,000
Total				\$5,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
6120-5800429	Grant Expenditures	\$0	\$5,000	\$5,000
Total				\$5,000

Reason: To appropriate the 2024 North Carolina General Assembly Amateur Sports Grant Award

Adopted this 9th day of January, 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED by the City Council for the City of Concord, North Carolina, that:

Section 1. All pooling financial institutions (list attached), the *Financial Institutions*, are designated as a depository for the funds of the City, *the Corporation*, and to provide other financial accommodations indicated in this resolution.

Section 2. This resolution shall continue to have effect until express written notice of its rescission or modification has been received and recorded by the Financial Institution. Any and all prior resolutions adopted by the Corporation and certified to the Financial Institution as governing the operation of this Corporation's account(s), are in full force and effect, until the Financial Institution receives and acknowledges an express written notice of its revocation, modification or replacement. Any revocation, modification or replacement of a resolution must be accompanied by documentation, satisfactory to the Financial Institution, establishing the authority for the changes.

Section 3. The signature of an Agent on this resolution is conclusive evidence of their authority to act on behalf of the Corporation. Any Agent, so long as they act in a representative capacity as an Agent of the Corporation, is authorized to make any and all other contracts, agreements, stipulations and orders which they may deem advisable for the effective exercise of the powers indicated on page one, from time to time with the Financial Institution, subject to any restrictions on this resolution or otherwise agreed to in writing.

Section 4. All transactions, if any, with respect to any deposits, withdrawals, rediscounts and borrowings by or on behalf of the Corporation with the Financial Institution prior to the adoption of the resolution are hereby ratified, approved and confirmed.

Section 5. The Corporation agrees to the terms and conditions of any account agreement, properly opened by any Agent of the Corporation. The Corporation authorizes the Financial Institution, at any time, to charge the Corporation for all checks, drafts, or other orders, for the payment of money, that are drawn on the Financial Institution, so long as they contain the required number of signatures for this purpose.

Section 6. The Corporation acknowledges and agrees that the Financial Institution may furnish at its discretion automated access devices to Agents of the Corporation to facilitate those powers authorized by this resolution or other resolutions in effect at the time of issuance. The term "automated access device" includes, but is not limited to, credit cards, automated teller machines (ATM), and debit cards.

Section 7. The Corporation acknowledges and agrees that the Financial Institution may rely on alternative signature and verification codes issued to or obtained from the Agent named on this resolution. The term "alternative signature and verification codes" includes, but is not limited to, facsimile signatures on file with the Financial Institution, personal identification numbers (PIN), and digital signatures. If a facsimile signature specimen has been provided on this resolution, (or that are filed separately by the Corporation with the Financial Institution from time to time) the Financial Institution is authorized to treat the facsimile signature as the signature of the Agent(s) regardless of by whom or by what means the facsimile signature may have been affixed so long as it resembles the facsimile signature specimen on file. The Corporation authorizes each Agent to have custody of the Corporation's private key used to create a digital signature and to request issuance of a certificate listing the corresponding public key. The Financial Institution shall have no responsibility or liability for unauthorized use of alternative signature and verification codes unless otherwise agreed in writing.

Section 8. Corporation Agents.

NAME
Jessica Jones
Kristin Roe
Madison Forte

TITLE
Finance Director
Deputy Finance Director
Accounting Operations Manager

Section 9. This resolution shall be effective as of adopted date.

Adopted this 9th day of January, 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

BANKS UNDER THE POOLING METHOD AS OF 10/01/2024

NAME OF BANK	CORPORATE OFFICE
AMERICAN BANK OF THE CAROLINAS	MONROE
ATLANTIC UNION BANK	RICHMOND, VA
BANK OF AMERICA, N.A.	CHARLOTTE
BANK OF TENNESSEE	KINGSPORT, TN
BANK OZK	LITTLE ROCK, AR
BENCHMARK COMMUNITY BANK	KENBRIDGE, VA
BLUEHARBOR BANK	MOORESVILLE
CARTER BANK AND TRUST	MARTINSVILLE, VA
DOGWOOD STATE BANK	RALEIGH
F & M BANK (FARMERS & MERCHANTS BANK)	SALISBURY
FIDELITY BANK	FUQUAY-VARINA
FIFTH THIRD BANK	CINCINNATI, OH
FIRST BANK	SOUTHERN PINES
FIRST BANK & TRUST OF VA	ABINGDON, VA
FIRST CAROLINA BANK	ROCKY MOUNT
FIRST CITIZENS BANK & TRUST	RALEIGH
FIRST COMMUNITY BANK	BLUEFIELD, VA
FIRST HORIZON BANK	MEMPHIS, TN
FIRST NATIONAL BANK	HERMITAGE, PA
HOMETRUST BANK	ASHEVILLE
JP MORGAN CHASE BANK	COLUMBUS, OH
KS BANK	SMITHFIELD
LIFESTORE BANK	WEST JEFFERSON
LUMBEE GUARANTY BANK	PEMBROKE
M & F BANK (MECHANICS & FARMERS BANK)	DURHAM
MOVEMENT BANK	DANVILLE, VA
NANTAHALA BANK AND TRUST	FRANKLIN
NORTH STATE BANK	RALEIGH
PARK NATIONAL BANK	NEWARK, OH
PEOPLES BANK	NEWTON
PIEDMONT FEDERAL BANK	WINSTON-SALEM
PINNACLE BANK	NASHVILLE, TN
PNC BANK	PITTSBURGH, PA

PROVIDENCE BANK	ROCKY MOUNT
REGIONS BANK	BIRMINGHAM, AL
ROXBORO SAVINGS BANK	ROXBORO
SERVISFIRST BANK	BIRMINGHAM, AL
SKYLINE NATIONAL BANK	INDEPENDENCE, VA
SOUTH STATE BANK	COLUMBIA, SC
SOUTHERN BANK & TRUST CO.	MOUNT OLIVE
SOUTHERN FIRST BANK	GREENVILLE, SC
TD BANK, NA	CHERRY HILL, NJ
TOUCHSTONE BANK	PRINCE GEORGE, VA
TOWNEBANK	SUFFOLK, VA
TRIAD BUSINESS BANK	GREENSBORO
TRUIST	CHARLOTTE
UNITED BANK	CHARLESTON, WV
UNITED COMMUNITY BANK	GREENVILLE, SC
US BANK	MINNEAPOLIS, MN
UWHARRIE BANK	ALBEMARLE
WELLS FARGO BANK, N.A.	SAN FRANCISCO, CA
Last updated 10/01/24	

BILL OF SALE AND ASSUMPTION AGREEMENT

THIS BILL OF SALE AND ASSIGNMENT is made and entered into as of this _____ day of December, 2024, by and between the CITY OF CONCORD, North Carolina (“City”) and SUNBELT SOLOMON SERVICES, LLC. a corporation existing under the laws of the State of Texas (“SUNBELT”), City hereby grants, assigns, conveys, transfers, unto SUNBELT, all right, title and interest in and to three power transformers and associated equipment described in the attached “Project Quotation, dated February 16, 2023”, attached hereto and fully incorporated herein as Exhibit A, and further identified as one (1) ABB Transformer S/N: HCQ1136-0101Oil Filled, <1 PPM PCB, and two (2) Kuhlman Transformers S/N: 272801-87-1 & S/N: 242802-1Oil Filled, <1 PPM PCB. (the “Assets”)

The Asset is conveyed to SUNBELT on an “AS IS WHERE IS” basis and upon all of the terms and conditions set forth in Exhibit A. City makes no representations or warranties with regard to the condition or fitness of the Asset conveyed hereunder. In particular, the City specifically disclaims any and all express or implied warranties: EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, THE ASSET UNDER THIS AGREEMENT IS FURNISHED AS IS, WHERE IS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF QUALITY, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE.

SUNBELT shall maintain and cause all sub-contractors to maintain insurance policies at all times with minimum limits as follows:

Coverage	Minimum Limits
Workers’ Compensation	\$500,000 each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence
Automobile Liability	\$1,000,000 per occurrence
Umbrella	\$1,000,000 per occurrence

SUNBELT shall provide a Certificate of Insurance to the City listing the City as an additional insured on all policies except Workers’ Compensation and it is required that coverage be placed with “A” rated insurance companies acceptable to the City. Statement should read, “City of Concord is added as an additional insured as evidenced by an endorsement attached to this certificate.”

To the maximum extent allowed by law, SUNBELT shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Agreement as a result of the acts or omissions of SUNBELT or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, SUNBELT shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Contract. This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this Contract.

This Bill of Sale shall be governed by and construed in accordance with the laws of the State of North Carolina without regard to the conflict of laws provisions thereof and shall inure to the benefit of and be binding upon both parties hereto.

IN WITNESS WHEREOF, City of Concord has caused this instrument to be signed in its corporate name by its City Manager, attested by its City Clerk and its corporate seal affixed. SUNBELT has likewise caused this instrument to be signed in its corporate name by its _____, attested by its _____ and its corporate seal affixed, as of December ____, 2024.

CITY OF CONCORD
ATTEST:

CITY CLERK

CITY MANAGER

SUNBELT SOLOMON SERVICES, LLC
ATTEST:

BY: _____



Exhibit A

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: _____



RESOLUTION AUTHORIZING CONSIDERATION of NEGOTIATED OFFER,
ADVERTISEMENT, AND UPSET BID FOR SURPLUS PERSONAL PROPERTY

WHEREAS, North Carolina General Statute § 160A-266(b) and 269 permit the City to sell surplus personal property thru the negotiation of an offer to purchase; and

WHEREAS, the City hereby declares the following personal property: one (1) ABB Transformer S/N: HCQ1136-0101Oil Filled, <1 PPM PCB and two (2) Kuhlman Transformers S/N: 272801-87-1 & S/N: 242802-1Oil Filled, <1 PPM PCB are surplus property ("Property"); and

WHEREAS, on February 16, 2023, the City received an Offer to Purchase the Property from Sunbelt Solomon Services, LLC, a Texas limited liability company ("Buyer") for \$104,314.00; and

WHEREAS, City staff desire to sell the Property to the Buyer, as is, where is, without warranty, or guarantee of condition.

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

1. The City Council declares that one (1) ABB Transformer S/N: HCQ1136-0101Oil Filled, <1 PPM PCB and two (2) Kuhlman Transformers S/N: 272801-87-1 & S/N: 242802-1Oil Filled, <1 PPM PCB, are Surplus Property.
2. The City Council intends to accept the offer described above through the upset bid procedure outlined in North Carolina General Statute § 160A-266(b) and 269.
3. The City Clerk shall cause to be published a notice of the proposed sale of the Surplus Property, being further described as one (1) ABB Transformer S/N: HCQ1136-0101Oil Filled, <1 PPM PCB and the two (2) Kuhlman Transformers S/N: 272801-87-1 & S/N: 242802-1Oil Filled, <1 PPM PCB. The notice shall describe the property, the amount of the offer, the terms under which the sale is to be made, and the terms under which the offer may be upset.
4. Any persons wishing to upset the offer shall submit a bid along with their offer to the office of the City Clerk within 10 days after the notice of the proposed sale is published.
5. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
6. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
7. The final sale shall include the following terms:
 - a. The City will convey one (1) ABB Transformer S/N: HCQ1136-0101Oil Filled, <1 PPM PCB and the two (2) Kuhlman Transformers S/N: 272801-87-1 & S/N: 242802-1Oil Filled, <1 PPM PCB, to the Highest Bidder, by Bill of Sale.
 - b. The City will convey the surplus property as is, where is, without warranty or guarantee of condition. The closing shall take place within five (5) business days after the conclusion of the advertising or upon the confirmation of the highest bidder.
9. The City reserves the right to withdraw the surplus property from sale at any time, before the final high bid is accepted and reserves the right to reject, at any time, all bids.
10. The City Attorney is directed to take all necessary steps to complete the sale in the event no upset bids are received. The City Manager is authorized to execute the necessary instruments to effectuate the sale of one (1) ABB Transformer S/N: HCQ1136-0101Oil Filled, <1 PPM PCB and the two (2) Kuhlman Transformers S/N: 272801-87-1 & S/N: 242802-1Oil Filled, <1 PPM PCB, in accordance with this resolution.

Adopted this _____ day of January, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTESTED:

By: _____
Kim J. Deason, City Clerk

[SEAL]

NORTH CAROLINA
CABARRUS COUNTY

**STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2024, by Penske Truck Leasing Co., LP, a North Carolina limited partnership, whose principal address is 4650 Global Ave. NW, Concord, NC 28027 (hereinafter “Grantor”), 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, (hereinafter “Grantee” or “City”).

WITNESSETH:

WHEREAS, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON _____

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 4650 Global Ave. NW, Concord, NC, Cabarrus County Property Identification Number (PIN): 5601-66-7683. It being the land conveyed to Grantor by deed recorded in Book and Page 15513/172 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

WHEREAS, Grantor desires to develop or redevelop all or portions of the Property; and

WHEREAS, the Property is located within the planning jurisdiction of the City of Concord, and is subject to certain requirements set forth in the City of Concord Code of Ordinances Chapter 60, the Concord Development Ordinance, (hereafter “CCDO”), and the Concord Technical Standards Manual (hereafter “Concord Manual”); and

WHEREAS, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Sand Filter, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure” or

“SCM”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article I of the Concord Manual; and

WHEREAS, Grantor has full authority to execute this Agreement so as to bind the Property and all current and future owners and/or assigns.

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit “A”** titled **“Easement Exhibit Survey of: 4650 Global Ave NW”** and labeled **“SCM Access and Maintenance Easement Area: 84601 SQ.FT. 1,942 ACRES (MB. 100, PG. 99), Additional SCM Access and Maintenance Easement Area: 1,986 SQ.FT., and Additional SCM Access and Maintenance Easement Area: 3,552 SQ.FT.”** for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as “SCM Easement”). Within the SCM Easement Grantors shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantors shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM as shown on the attached **Exhibit “A”** **“Easement Exhibit Survey of: 4650 Global Ave NW”** and labeled **“SCM Access and Maintenance Easement Area: 84601 SQ.FT. 1,942 ACRES (MB. 100, PG. 99), Additional SCM Access and Maintenance Easement Area: 1,986 SQ.FT., and Additional SCM Access and Maintenance Easement Area: 3,552 SQ.FT.”** for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantors’ Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantors shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

The additional terms, conditions, and restrictions of this Agreement are:

1. The requirements pertaining to the SCM Easements are more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Sand Filter Inspection and Maintenance Plan attached as **Exhibit “B”** and (iv) as provided in the North Carolina Department of Environmental Quality (DEQ) Stormwater Design Manual (the “NCDEQ Manual”), all of which are incorporated herein by reference as if set forth in their entireties below. Grantor agrees to abide by all applicable

codes including, but not limited to, those set forth above. All provisions required by the CCDO Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agrees to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

- a. All components of the SCM and related improvements within the SCM Easements are to be kept in good working order.
- b. The components of the SCM and related improvements within the SCM Easements shall be maintained by Grantors as described in “**Exhibit B**”, the Sand Filter Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCM, Grantor’s N.C. registered professional engineer shall certify in writing to the Concord Director of Water Services that the SCM and all components are constructed and initially functioning as designed. Annual inspection reports (hereinafter referred to as “Annual Report(s)”) are required each year and shall be made by Grantor on the written schedule provided to Grantors in advance by the City. The Annual Report(s) shall describe the condition and functionality of the SCM, and shall describe any maintenance performed thereon during the preceding year. The Annual Report(s) shall be submitted with the signature and seal of Grantor’s N.C. registered professional engineer conducting the inspection. If necessary, the City will provide a letter describing the maintenance necessary to keep the SCM and all components and structures related to the SCM functioning as designed and with reasonable timeframes in which to complete the maintenance. If the Annual Report(s) recommends maintenance actions, the repairs shall be made within a reasonable time as defined by the City.

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plan describes the specific actions needed to maintain the SCM.

3. Grantor represents and warrants that Grantor is financially responsible for construction, maintenance, repair and replacement of the SCM, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NCDEQ Manual. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall give the City written notice of the transfer of a fee or possessory interest in the Property listing the transferee’s name, address of the Property, transferee’s mailing address and other contact information. Grantor and any subsequent transferee of Grantor or succeeding owner of the Property shall not be responsible for errors or omissions in the information about the transferee provided to the City caused by acts or omissions of the transferee. The transferee shall give the City written notice of the acceptance and any future transfer of an interest in the Property listing the transferee’s name, address of the Property; transferee’s mailing address and other contact information. Upon the conveyance of the Property by Grantor to any transferee acquiring the Property by means of a conveyance document containing the language set forth in paragraph 9 below, Grantor is released from any further covenants or other obligations set forth in this Agreement.

4. If Grantor fails to comply with these requirements, or any other obligations imposed herein, in the City of Concord Code of Ordinances, CCDO, the Concord Manual or approved Inspection and Maintenance Plan, the City of Concord may perform (but is not obligated to perform) such work as Grantor is responsible for and recover the costs thereof from Grantor.

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easements whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to maintain same and make repairs or replacements to the SCM, their appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

6. Grantor shall neither obstruct nor hinder the passage of vehicular traffic and pedestrians within the paved portion of the access easement granted herein by Grantor to Grantee.

7. Grantor shall, in all other respects, remain the fee owner of the Property and areas subject to the SCM Easements, and may make all lawful uses of the Property not inconsistent with this Agreement and the Easements granted herein.

8. Grantee neither waives nor forfeits the right to act to ensure compliance with the terms, conditions and purposes of the SCM Easements and this Agreement by a prior failure to act.

9. Grantor agrees:

a. That a reference to the deed book and page number of this document in a form substantially similar to the following statement in at least a 12 point bold face font on the first page of the document: **“Notice: The Property is subject to a Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB _____ PG _____.”** shall be inserted by Grantors in any subsequent deed or other legal instrument by which Grantor may be divested of either the fee simple title to or possessory interests in the subject Property. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

b. That the following statement shall be inserted in any deed or other document of conveyance:

“Title to the property hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated _____, 2024 with and for the benefit of the City of Concord, recorded in Book _____, Page _____ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

In the event that such conveyance is other than by deed, the above terms of “grantor/grantee” may be substituted by equivalent terms such as “landlord/tenant.”

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor does covenant that Grantors are seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantors will warrant and defend the said title to the same against claims of all persons whosoever.

Title to the Property hereinabove described is subject to all enforceable deeds of trust, liens, easements, covenants and restrictions of record.

The covenants agreed hereto and the conditions imposed herein shall be binding upon Grantors and their agents, personal representatives, heirs and assigns and all other successors in interest to Grantors and shall continue as a servitude running in perpetuity with the above-described land.

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM ACCESS EASEMENTS AND ACCEPTED THE SCM ACCESS EASEMENTS AT THEIR MEETING OF _____, 2024 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

IN WITNESS WHEREOF, the parties have caused this instrument to be duly executed day and year first above written.

GRANTOR:

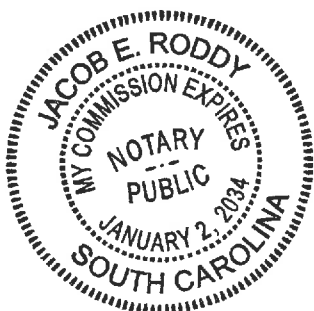
Penske Truck Leasing Co., LP, a North Carolina limited partnership

By: Robert Geabus
Name: Robert Geabus
Title: Project Manager

STATE OF South Carolina
COUNTY OF Greenville

I, Jacob Roddy, a Notary Public of the aforesaid County and State, do hereby certify that Robert Geabus personally appeared before me this day and acknowledged that he/she is the agent of Penske Truck Leasing Co., LP, a North Carolina limited partnership, and that he being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 29th day of November, 2024



Jacob Roddy
Notary Public
My commission expires: 1/2/34

GRANTEE:

City of Concord, a municipal corporation

By: _____
Lloyd Wm. Payne, Jr., City Manager

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

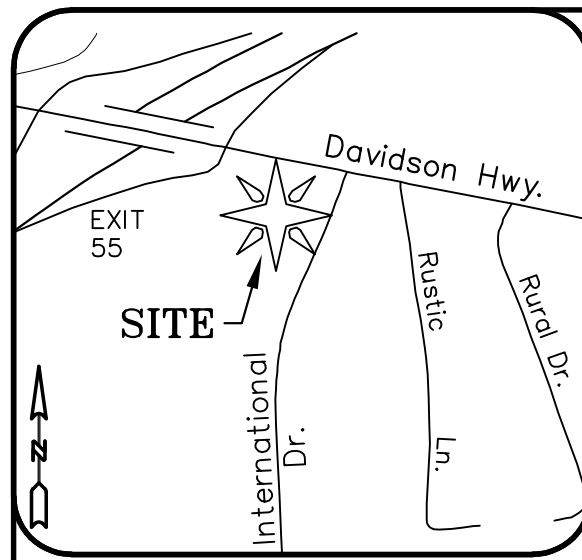
VaLerie Kolczynski, City Attorney

**STATE OF NORTH CAROLINA
COUNTY OF CABARRUS**

I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT was approved by the Concord City Council at its meeting held on _____ and was signed in its name by its City Manager, sealed with its corporate seal and attested by her as its City Clerk.

WITNESS my hand and notarial seal, this the ____ day of _____, 2024.

Notary Public _____
My commission expires: _____



VICINITY MAP
NOT TO SCALE

THE PURPOSE OF THIS PLAT IS TO SHOW THE NEW AND EXISTING EASEMENTS ON THE PROPERTY.

SETBACK
ZONE I-1
FRONT: -30
SIDE: -
REAR: -

LEGEND

- EIP (AS DESCRIBED)
- ⊗ NPS (NO POINT SET)
- BOUNDARY LINE (BY DEED OR PLAT)
- - - EASEMENT LINE
- TIE LINE



NOTES:

1. TRAVERSE ADJUSTED BY THE LEAST SQUARES ADJUSTMENT METHOD. RATIO OF PRECISION IS 1:110,000.
2. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
3. AREAS DETERMINED BY COORDINATE COMPUTATIONS.
4. AREA IS LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SCALED FROM F.I.R.M. MAP NO. 3710560100K; EFFECTIVE DATE NOVEMBER 16, 2018.
5. NC GRID NAD 83 (2011) EPOCH 2010.00 BASIS OF BEARING PER REFERENCE NUMBER 3 PROJECT LOCALIZED ON CONTROL POINT 50 OF REFERENCE NUMBER 3 (NAIL AND WASHER) N= 614,759.18, E= 1,507,719.82, C.G.F.= 0.9998481352 UNITS ARE US SURVEY FEET.
6. NO UNDERGROUND UTILITIES WERE LOCATED WITH THIS SURVEY. BEFORE DOING ANY DIGGING, CALL NC NE-CALL (1-800-632-4949).
7. NO NEW LOTS WILL BE CREATED
8. THIS MAP DOES NOT CONFORM TO G.S. 47-30, IN THAT IT WAS NOT PREPARED FOR RECORDATION, CONVEYANCES OR SALES AND HAS NOT BEEN REVIEW BY LOCAL GOVERNMENT OR MUNICIPALITY.

REFERENCES:

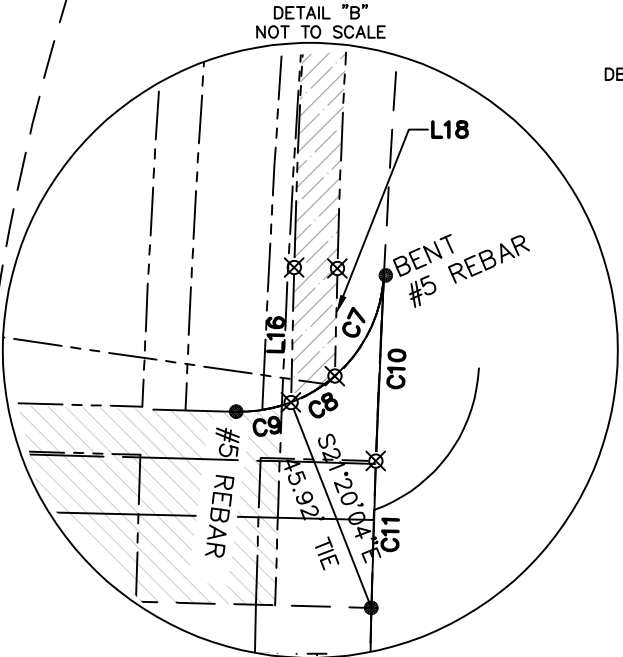
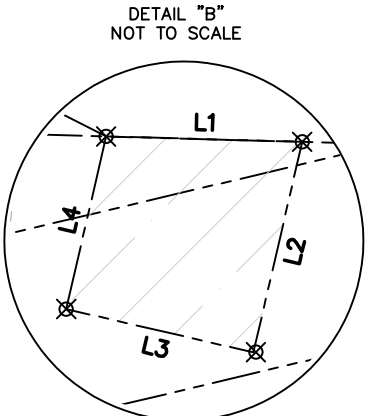
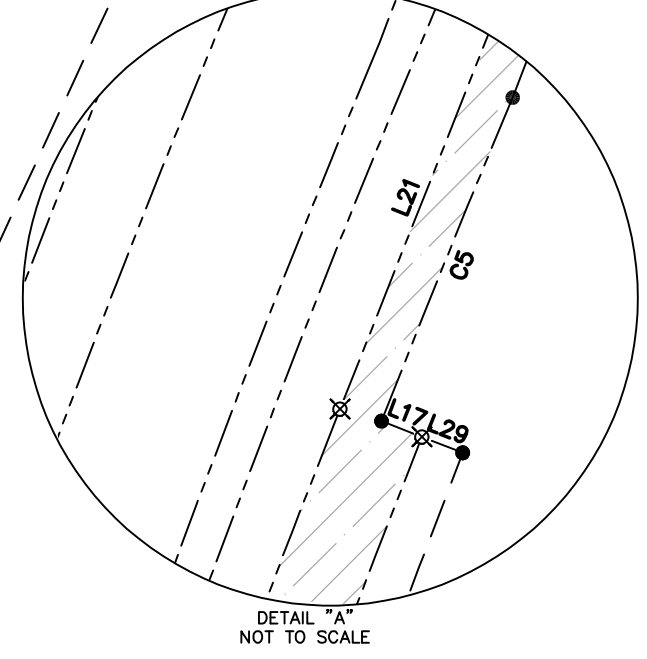
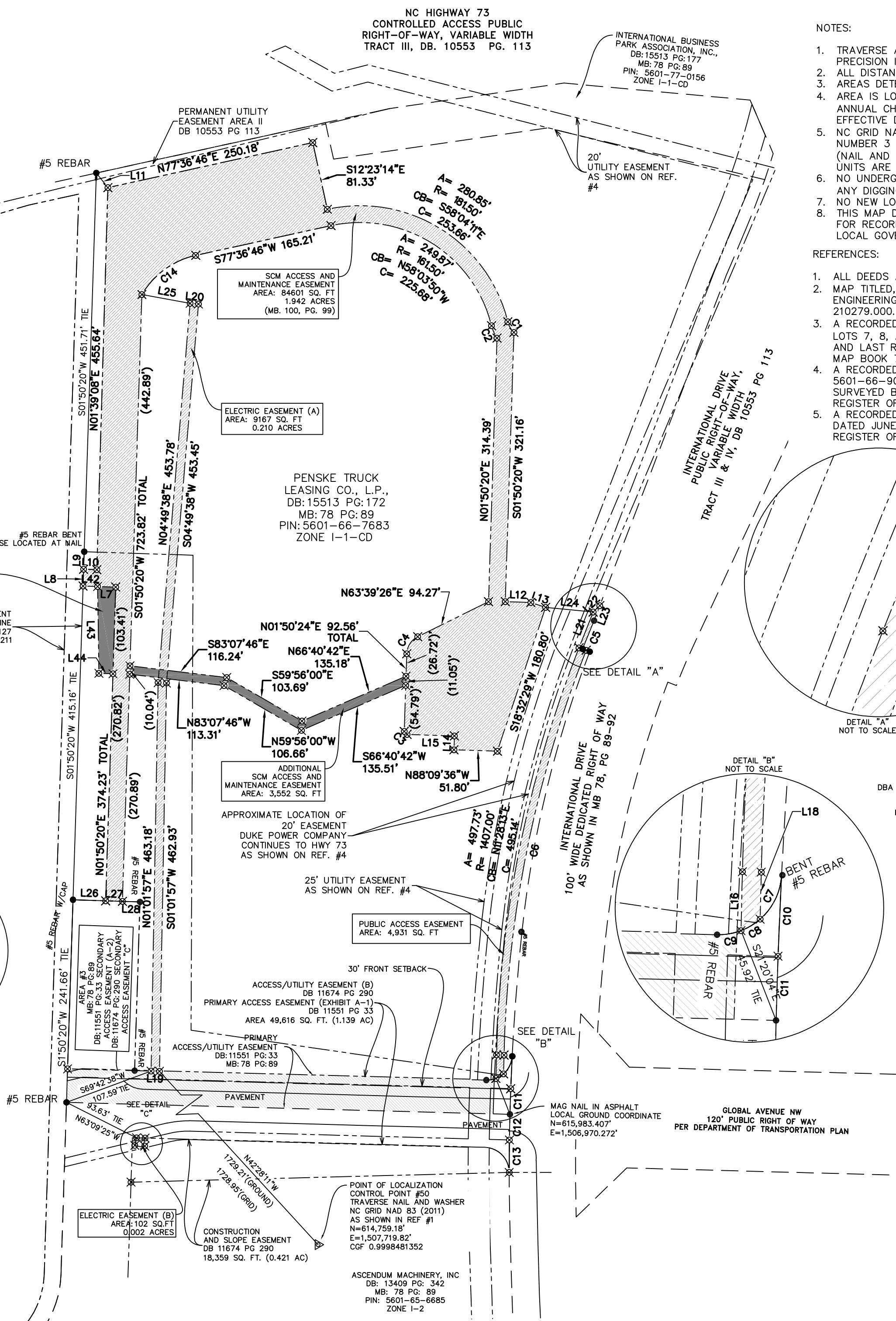
1. ALL DEEDS AND MAPS SHOWN HEREON.
2. MAP TITLED, "ALTA/NPS LAND TITLE SURVEY FOR: IBP LOT A" BY CONCORD ENGINEERING & SURVEYING, INC., DATED SEPTEMBER 14, 2021. CESI JOB NO. 210279.000.
3. A RECORDED PLAT TITLED, "DIVISION SURVEY FOR THE NOLIM GROUP S.A., INC. IBP LOTS 7, 8, AND 9 (PORTION OF DB 570 PG 32)" BY CESI DATED MAY 20, 2016, AND LAST REVISED SEPTEMBER 16, 2016, AND RECORDED SEPTEMBER 16, 2016 IN MAP BOOK 71 PAGE 80, CABARRUS COUNTY REGISTER OF DEEDS.
4. A RECORDED PLAT TITLED: MINOR SUBDIVISION OF NOLIM PROPERTY PIN 5601-66-9059 DEED BOOK 1345 PAGE 162; DATED: NOVEMBER 21, 2018; SURVEYED BY: CESI, JOB NUMBER: 180358.000. RECORDED IN CABARRUS COUNTY REGISTER OF DEEDS BOOK: 78 PAGE 89.
5. A RECORDED PLAT TITLED EXEMPT EASEMENT SURVEY OF 4650 GLOBAL AVE NW DATED JUNE 4, 2024. JOB NUMBER 210279.000. RECORD IN CABARRUS COUNTY REGISTER OF DEEDS MAP BOOK 100, PGS. 99-100.

CERTIFICATE OF SURVEY AND ACCURACY

I, DAVID L. HAYWOOD, JR. CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN DB: 646 PG: 200; DB: 11551 PG: 33; DB: 1345 PG: 127; DB: 8990 PG: 211; DB: 10553 PG: 113; DB: 15513 PG: 177; DB: 13409 PG: 342; DB: 11674 PG: 290); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:110,000.

WITNESS MY ORIGINAL SIGNATURE, TITLE, NUMBER AND SEAL THIS 26TH DAY OF NOVEMBER, 2024 A.D.

DAVID L. HAYWOOD, JR.
PROFESSIONAL LAND SURVEYOR
LICENSE NO. L-4822
11/26/24



THE PURPOSE OF THIS PLAT IS TO ACCOMPANY THE SCM SUBMITTAL PACKAGE TO THE CITY AS AN EXHIBIT. THIS PLAT SHALL NOT BE USED FOR RECORDATION PURPOSES OR TRANSFER OF PROPERTY. THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

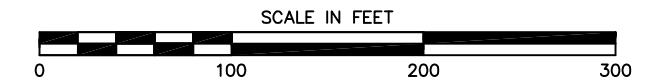
EXHIBIT SURVEY

REVISIONS ADDITIONAL STORM EASEMENT 11/26/24

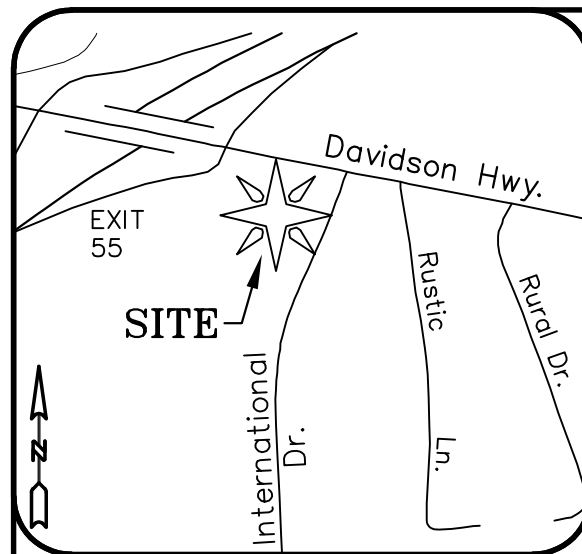
SHEET 1 OF 2
EASEMENT EXHIBIT SURVEY OF:
4650 GLOBAL AVE NW
NO. 4 TOWNSHIP, CITY OF CONCORD, CABARRUS CO., NORTH CAROLINA
FOR CLIENT:
PENSKE TRUCK LEASING CO., L.P.
131 BACK FORTY DRIVE
WINSTON SALEM N.C., 27127

DATE: MAY 23, 2024
REVISED: NOV. 26, 2024
SCALE: 1" = 100'
JOB NO.: 210279.000

COMPUTED BY: MTM
DRAWN BY: MTM
CHECKED BY: DLH



CESI
CIVIL - GEOTECHNICAL - SURVEYING
N.C. FIRM LICENSE NO. C-0263
45 SPRING STREET SW CONCORD (704) 786-5404
CONCORD, NC 28025 FAX (704) 786-7454
ACAD FILE: EASEMENT.DWG
© CESI 2024



VICINITY MAP
NOT TO SCALE

CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION.

I HEREBY CERTIFY THAT I AM OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS LOCATED IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS OF WAY, EASEMENTS, AND/OR OPEN SPACE AND/OR PARKS, EXCEPT ANY OF THOSE USES SPECIFICALLY INDICATED AS PRIVATE, AND I FURTHER DEDICATE ALL SANITARY SEWER, STORMWATER DRAINAGE AND WATER LINES THAT ARE LOCATED IN ANY PUBLIC UTILITY EASEMENT OR RIGHT OF WAY AND CERTIFY THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS. ANY STREETS INDICATED AS PRIVATE SHALL BE OPEN TO PUBLIC USE, BUT SHALL BE PRIVATELY MAINTAINED. SAID DEDICATION SHALL BE IRREVOCABLE PROVIDED DEDICATIONS OF EASEMENTS FOR STORM DRAINAGE, WHETHER INDICATED AS PRIVATE OR PUBLIC, ARE NOT MADE TO THE CITY OF CONCORD BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS SPECIFICALLY DESIGNATED A DRAINAGE EASEMENT TO THE CITY OF CONCORD.

BY: _____
OWNER DATE

NORTH CAROLINA
CABARRUS COUNTY

I, _____, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT _____ PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL, THIS THE _____ DAY OF _____, 2024.

MY COMMISSION EXPIRES _____ NOTARY PUBLIC

PLAT REVIEW OFFICER CERTIFICATE (AS REQUIRED BY NCGS § 47-30.2).
STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

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

REVIEW OFFICER DATE

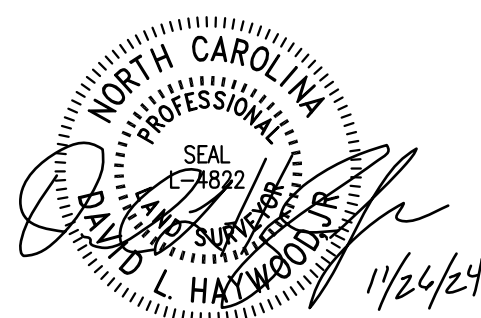
CERTIFICATE OF EXEMPTION PLAT APPROVAL
I HEREBY CERTIFY THAT THE PROPOSED SUBDIVISION IS EXEMPT FROM THE CITY OF CONCORD SUBDIVISION ORDINANCE AND THAT THE RESULTING LOTS MEET THE MINIMUM STANDARDS OF THE CONCORD DEVELOPMENT ORDINANCE.

DATE DIRECTOR OF PLANNING AND NEIGHBORHOOD DEVELOPMENT OR DESIGNEE

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	14.74'	26.00'	S29°58'54"E	14.54'
C2	16.12'	46.00'	N23°46'43"W	16.04'
C3	5.50'	3.50'	N43°09'36"W	4.95'
C4	25.35'	23.50'	N32°44'55"E	24.14'
C5	36.36'	1305.00'	S22°04'03"W	36.35'
C6	495.00'	1398.00'	S11°28'46"W	492.41'
C7	23.95'	30.00'	N25°57'44"E	23.32'
C8	10.70'	30.00'	S59°03'22"W	10.65'
C9	11.66'	30.00'	N80°24'21"E	11.58'
C10	38.68'	2697.19'	S02°30'17"W	38.68'
C11	30.59'	2697.19'	S01°46'09"W	30.59'
C12	30.58'	2697.19'	S01°07'10"W	30.58'
C13	38.68'	2697.19'	S00°23'02"W	38.68'
C14	81.68'	99.00'	S53°58'39"W	79.38'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S88°26'54"E	10.20'
L2	S13°02'45"W	11.25'
L3	N76°57'15"W	10.00'
L4	N13°02'45"E	9.21'
L7	N88°09'40"W	21.65'
L8	N1°50'20"E	20.00'
L9	N1°50'20"E	20.93'
L10	S88°09'40"E	15.85'
L11	N38°22'04"W	22.25'
L12	S88°09'41"E	30.50'
L13	S71°27'31"E	18.54'
L14	N1°50'24"E	16.50'
L15	N88°09'36"W	56.50'
L16	N1°20'10"E	28.09'
L17	S68°40'03"E	4.52'
L18	S1°20'10"W	22.41'
L19	N88°27'50"W	10.00'
L20	S85°10'22"E	10.00'
L21	N21°36'17"E	45.92'
L22	N46°10'19"E	10.97'

LINE TABLE		
LINE	BEARING	DISTANCE
L23	S20°57'39"W	19.13'
L24	S84°23'26"E	57.04'
L25	S79°37'54"E	58.45'
L26	S88°09'40"E	39.00'
L27	S88°09'40"E	20.00'
L28	S88°09'40"E	21.00'
L29	S68°40'03"E	4.56'
L42	N88°09'40"W	17.35'
L43	N0°51'54"W	103.52'
L44	N88°09'40"W	16.77'



THE PURPOSE OF THIS PLAT IS TO ACCOMPANY THE SCM SUBMITTAL PACKAGE TO THE CITY AS AN EXHIBIT. THIS PLAT SHALL NOT BE USED FOR RECORDATION PURPOSES OR TRANSFER OF PROPERTY. THIS MAP MAY NOT BE A CERTIFIED SURVEY AND HAS NOT BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS

EXHIBIT SURVEY

REVISIONS ADDITIONAL STORM EASEMENT 11/26/24
SHEET 2 OF 2

EASEMENT EXHIBIT SURVEY OF:
4650 GLOBAL AVE NW
NO. 4 TOWNSHIP, CITY OF CONCORD, CABARRUS CO., NORTH CAROLINA

FOR CLIENT:
PENSKE TRUCK LEASING, CO., L.P.
131 BACK FORTY DRIVE
WINSTON SALEM N.C., 27127

DATE: MAY 23, 2024
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SCALE: 1" = 100'
JOB NO.: 210279.000

COMPUTED BY: MTM
DRAWN BY: MTM
CHECKED BY: DLH



CESI CIVIL - GEOTECHNICAL - SURVEYING
N.C. FIRM LICENSE NO. C-0263
45 SPRING STREET SW CONCORD (704) 786-5404
CONCORD, NC 28025 FAX (704) 786-7454
ACAD FILE: EASEMENT.DWG
© CESI 2024



Sand Filter Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.

The sand filter will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The adjacent pavement (if applicable)	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
The perimeter of the sand filter	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
The flow diversion structure	The structure is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.

The pretreatment area	Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If a pesticide is used, wipe it on the plants rather than spraying.

SCM element:	Potential problem:	How I will remediate the problem:
The filter bed and underdrain collection system	Water is ponding on the surface for more than 24 hours after a storm.	Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert.
The outflow spillway and pipe	Shrubs or trees have started to grow on the embankment.	Remove shrubs and trees immediately.
	The outflow pipe is clogged.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	The outflow pipe is damaged.	Repair or replace the pipe.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.



MEMORADUM

DATE: Friday, January 10, 2025
 TO: Jackie Deal, Director of Engineering
 FROM: Veronika Galitsky, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Annsborough Park PH 2 MP 1
 PROJECT NUMBER: 2019-048
 DEVELOPER: M/I Homes of Charlotte, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 163-300, and Amenity
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, January 09, 2025
 ONE-YEAR WARRANTY DATE: Friday, January 09, 2026

Water Infrastructure	Quantity
8-inch in LF	6678.00
8-inch Valves	13
6-inch in LF	892.00
6-inch Valves	2
2-inch in LF	514.00
2-inch Valves	3
Hydrants	17

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	6399.00
12-inch in LF	1621.00
Manholes as EA	47



MEMORADUM

DATE: Friday, January 10, 2025
 TO: Jackie Deal, Director of Engineering
 FROM: Veronika Galitsky, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Buffalo Terrace Apartments
 PROJECT NUMBER: 2020-041
 DEVELOPER: Buffalo Terrace, LP
 FINAL CERTIFICATION - LOT NUMBERS: Site-Apartments
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Thursday, January 09, 2025
 ONE-YEAR WARRANTY DATE: Friday, January 09, 2026

Water Infrastructure	Quantity
8-inch in LF	153.00
8-inch Valves	4
6-inch in LF	4.00
6-inch Valves	1
Hydrants	2



MEMORADUM

DATE: Friday, January 10, 2025
 TO: Jackie Deal, Director of Engineering
 FROM: Veronika Galitsky, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Kannapolis Parkway MSD (Mini-Storage-US29A)
 PROJECT NUMBER: 2022-028
 DEVELOPER: Sterling Development, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Site
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Thursday, January 09, 2025
 ONE-YEAR WARRANTY DATE: Friday, January 09, 2026

Water Infrastructure	Quantity
12-inch in LF	512.00
12-inch Valves	1
8-inch in LF	588.00
8-inch Valves	3
Hydrants	2



MEMORADUM

DATE: Friday, January 10, 2025
 TO: Jackie Deal, Director of Engineering
 FROM: Veronika Galitsky, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Townhomes at Cannon Run (DEV C)
 PROJECT NUMBER: 2019-045A
 DEVELOPER: Cannon Run Project 1, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 1-140
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, January 09, 2025
 ONE-YEAR WARRANTY DATE: Friday, January 09, 2026

Water Infrastructure	Quantity
8-inch in LF	2425.00
8-inch Valves	4
Hydrants	5

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1285.00
Manholes as EA	9



MEMORADUM

DATE: Friday, January 10, 2025
 TO: Jackie Deal, Dir. of Engineering
 FROM: Veronika Galitsky, Const. Mgr.
 SUBJECT: Roadway Acceptance
 PROJECT NAME: Amhurst Subdivision
 PROJECT NUMBER: 2021-053
 DEVELOPER: Pulte Home Company, LLC
 COUNCIL ACCEPTANCE DATE Thursday, January 09, 2025
 ONE-YEAR WARRANTY DATE Friday, January 09, 2026

Street	Length in LF	ROW in FT	Plat
Amhurst Street SW	406.00	60.00	PH 1 (lots: 2-9)
Luca Terrace SW	499.00	50.00	PH 2 (lots: 1, 10-39)
Good Hope Rd SW	456.00	50.00	PH 2 (lots: 1, 10-39)
Willow Rose Street SW	369.00	50.00	PH 2 (lots: 1, 10-39)
Rosabella Street SW	294.00	50.00	PH 2 (lots: 1, 10-39)
Total	2024.00		



Know what below.
Call before you dig.

- NOTES:**
1. A RECORD OF THIS SURVEY HAS BEEN FILED WITH THE CLERK OF SUPERIOR COURT IN THE COUNTY OF COLUMBIANA, NORTH CAROLINA.
 2. THIS SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS AND REGULATIONS OF THE STATE OF NORTH CAROLINA.
 3. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS AND REGULATIONS OF THE STATE OF NORTH CAROLINA.
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 8. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS AND REGULATIONS OF THE STATE OF NORTH CAROLINA.
 9. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS AND REGULATIONS OF THE STATE OF NORTH CAROLINA.
 10. THE SURVEY WAS MADE IN ACCORDANCE WITH THE SURVEYING ACTS AND REGULATIONS OF THE STATE OF NORTH CAROLINA.

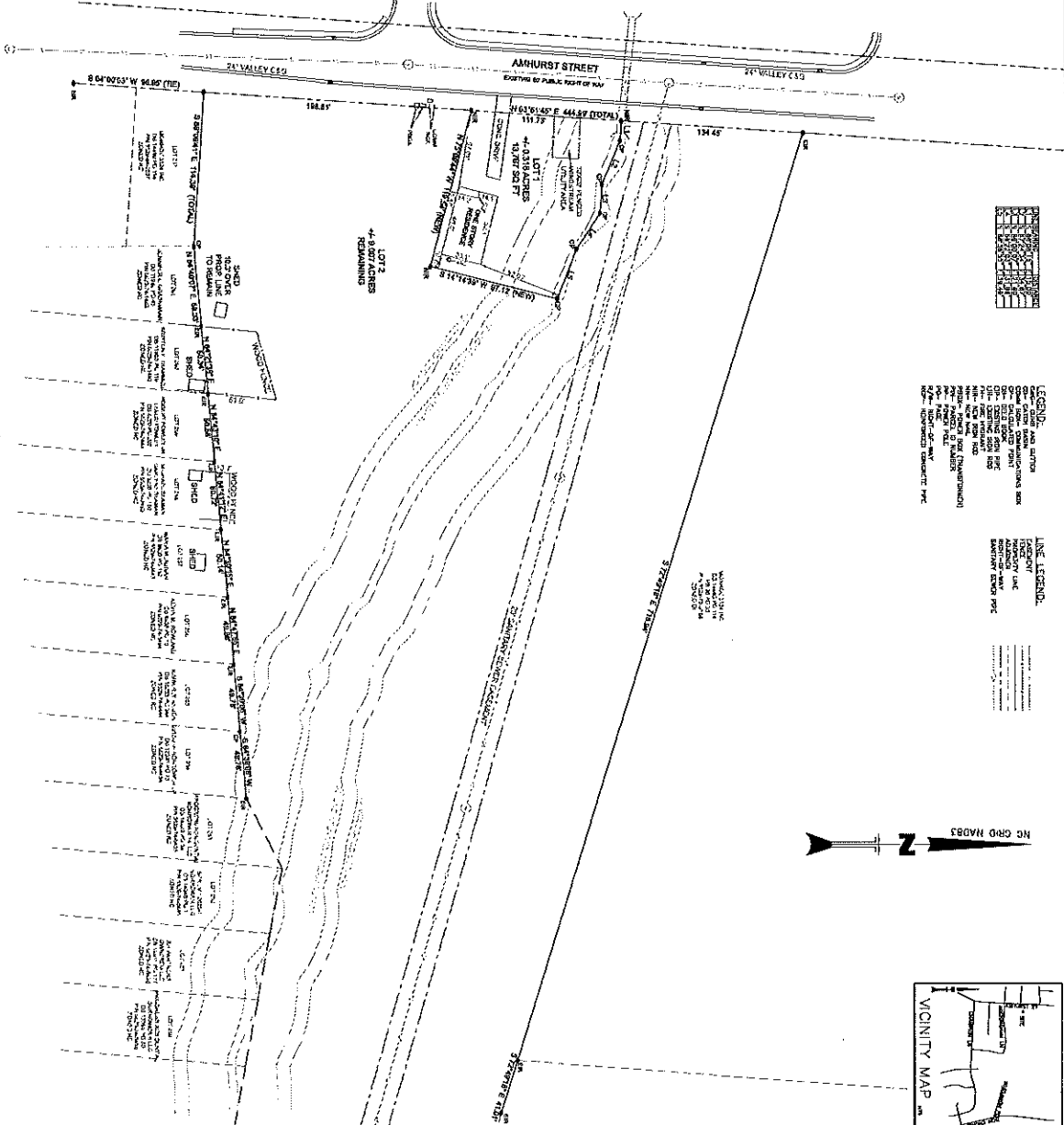
UNDERGROUND UTILITY DISCLOSURE
 THE UNDERSIGNED HAS BEEN ADVISED BY UTILITY SURVEYORS THAT AT THE TIME OF THIS SURVEY THERE WERE NO KNOWN UNDERGROUND UTILITIES LOCATED AS NOTED ON THE ATTACHED AND REFERRED TO DISCREETURE SHEETS.

CERTIFICATE OF OWNERSHIP
 I, THE UNDERSIGNED, BEING THE OWNER OF THE PROPERTY SHOWN ON THE ATTACHED DISCREETURE SHEETS, HEREBY CERTIFY THAT THE PROPERTY SHOWN ON SAID DISCREETURE SHEETS IS THE PROPERTY OF SAID OWNER AND THAT SAID OWNER IS THE OWNER OF SAID PROPERTY AS SHOWN ON SAID DISCREETURE SHEETS AND THAT SAID OWNER HAS THE FULL AND COMPLETE POWER TO EXECUTE THIS CERTIFICATE OF OWNERSHIP AND TO CONVEY SAID PROPERTY AS SHOWN ON SAID DISCREETURE SHEETS TO THE CITY OF COLUMBIANA, NORTH CAROLINA, FOR THE PURPOSES OF THE SURVEYING ACTS AND REGULATIONS OF THE STATE OF NORTH CAROLINA.

STATE OF NORTH CAROLINA
 COUNTY OF COLUMBIANA
 I, THE UNDERSIGNED, BEING THE OWNER OF THE PROPERTY SHOWN ON THE ATTACHED DISCREETURE SHEETS, HEREBY CERTIFY THAT THE PROPERTY SHOWN ON SAID DISCREETURE SHEETS IS THE PROPERTY OF SAID OWNER AND THAT SAID OWNER IS THE OWNER OF SAID PROPERTY AS SHOWN ON SAID DISCREETURE SHEETS AND THAT SAID OWNER HAS THE FULL AND COMPLETE POWER TO EXECUTE THIS CERTIFICATE OF OWNERSHIP AND TO CONVEY SAID PROPERTY AS SHOWN ON SAID DISCREETURE SHEETS TO THE CITY OF COLUMBIANA, NORTH CAROLINA, FOR THE PURPOSES OF THE SURVEYING ACTS AND REGULATIONS OF THE STATE OF NORTH CAROLINA.

AGREEMENT TO CONVEY THE PROPERTY
 I, THE UNDERSIGNED, HEREBY AGREE TO CONVEY TO THE CITY OF COLUMBIANA, NORTH CAROLINA, THE PROPERTY SHOWN ON THE ATTACHED DISCREETURE SHEETS FOR THE PURPOSES OF THE SURVEYING ACTS AND REGULATIONS OF THE STATE OF NORTH CAROLINA. I HEREBY CERTIFY THAT I AM THE OWNER OF SAID PROPERTY AND THAT I HAVE THE FULL AND COMPLETE POWER TO EXECUTE THIS AGREEMENT TO CONVEY THE PROPERTY TO THE CITY OF COLUMBIANA, NORTH CAROLINA.

PRELIMINARY
 NOT FOR BUILD OR CONVEYANCE

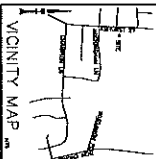
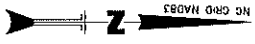


LEGEND AND OTHER

[Symbol]	BOUNDARY
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[Symbol]	EXISTING GRAVEL DRIVE
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[Symbol]	EXISTING ASPHALT DRIVE
[Symbol]	EXISTING CONCRETE DRIVE

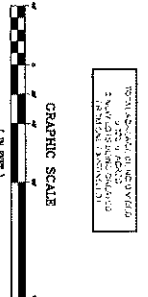
LINE LEGEND

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[Symbol]	EXISTING CONCRETE DRIVE

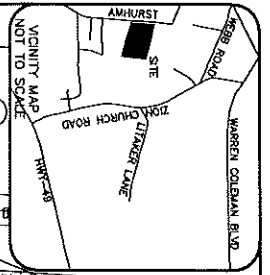


ZONING

[Symbol]	RESIDENTIAL SINGLE-FAMILY
[Symbol]	RESIDENTIAL MEDIUM-DENSITY
[Symbol]	RESIDENTIAL HIGH-DENSITY
[Symbol]	RESIDENTIAL COMMERCIAL
[Symbol]	RESIDENTIAL INDUSTRIAL
[Symbol]	RESIDENTIAL OFFICE
[Symbol]	RESIDENTIAL SERVICE
[Symbol]	RESIDENTIAL MIXED-USE
[Symbol]	RESIDENTIAL HOUSING OVERLAY
[Symbol]	RESIDENTIAL DESIGN OVERLAY
[Symbol]	RESIDENTIAL HISTORIC OVERLAY
[Symbol]	RESIDENTIAL ENVIRONMENTAL OVERLAY
[Symbol]	RESIDENTIAL CULTURAL OVERLAY
[Symbol]	RESIDENTIAL SCENIC OVERLAY
[Symbol]	RESIDENTIAL VISUAL QUALITY OVERLAY
[Symbol]	RESIDENTIAL SOUND AND VIBRATION OVERLAY
[Symbol]	RESIDENTIAL AIR QUALITY OVERLAY
[Symbol]	RESIDENTIAL SOIL CONSERVATION OVERLAY
[Symbol]	RESIDENTIAL WATERSHED OVERLAY
[Symbol]	RESIDENTIAL FLOODPLAIN OVERLAY
[Symbol]	RESIDENTIAL SEISMIC OVERLAY
[Symbol]	RESIDENTIAL OTHER OVERLAY



MINGS SURVEYING 444 AMHURST ST. SW COLUMBIANA, NC 28035 COLUMBIANA COUNTY LEGACY SURVEYING PLLC MANSFIELD, NC 28753	DRAWN BY: MTP DATE: 6/1/2024	CHECKED BY: MTP SHEET 1 OF 1
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OWNER PROPERTY INFORMATION

LOT #	AREA/AC	SQFT	LOT #	AREA/AC	SQFT
10	0.144	822	21	0.118	724
11	0.118	724	22	0.118	724
12	0.118	724	23	0.118	724
13	0.118	724	24	0.118	724
14	0.118	724	25	0.118	724
15	0.118	724	26	0.118	724
16	0.118	724	27	0.118	724
17	0.118	724	28	0.118	724
18	0.118	724	29	0.118	724
19	0.118	724	30	0.118	724
20	0.118	724	31	0.118	724
21	0.118	724	32	0.118	724

OWNER PROPERTY INFORMATION

LOT #	AREA/AC	SQFT	LOT #	AREA/AC	SQFT
1	0.144	822	11	0.118	724
2	0.118	724	12	0.118	724
3	0.118	724	13	0.118	724
4	0.118	724	14	0.118	724
5	0.118	724	15	0.118	724
6	0.118	724	16	0.118	724
7	0.118	724	17	0.118	724
8	0.118	724	18	0.118	724
9	0.118	724	19	0.118	724
10	0.118	724	20	0.118	724
11	0.118	724	21	0.118	724
12	0.118	724	22	0.118	724

GENERAL NOTES:

1. THIS PRELIMINARY PLAN IS SUBMITTED TO THE CITY OF CHICAGO FOR REVIEW AND APPROVAL. THE CITY OF CHICAGO IS NOT RESPONSIBLE FOR ANY ERRORS OR OMISSIONS IN THIS PLAN.

2. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND ANY OTHER AFFECTING AGENCIES.

3. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND ANY OTHER AFFECTING AGENCIES.

4. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND ANY OTHER AFFECTING AGENCIES.

GENERAL NOTES:

5. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND ANY OTHER AFFECTING AGENCIES.

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10. THE OWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF CHICAGO AND ANY OTHER AFFECTING AGENCIES.

PRELIMINARY PLAN OF:

NO. 11 TOWNSHIP, CITY OF CHICAGO, CARROLLS CO., NORTH CAROLINA

3070 ZION CHURCH ROAD

OWNER: ANDREW J. JONES

DATE: OCTOBER 24, 2022

SCALE: 1" = 40'

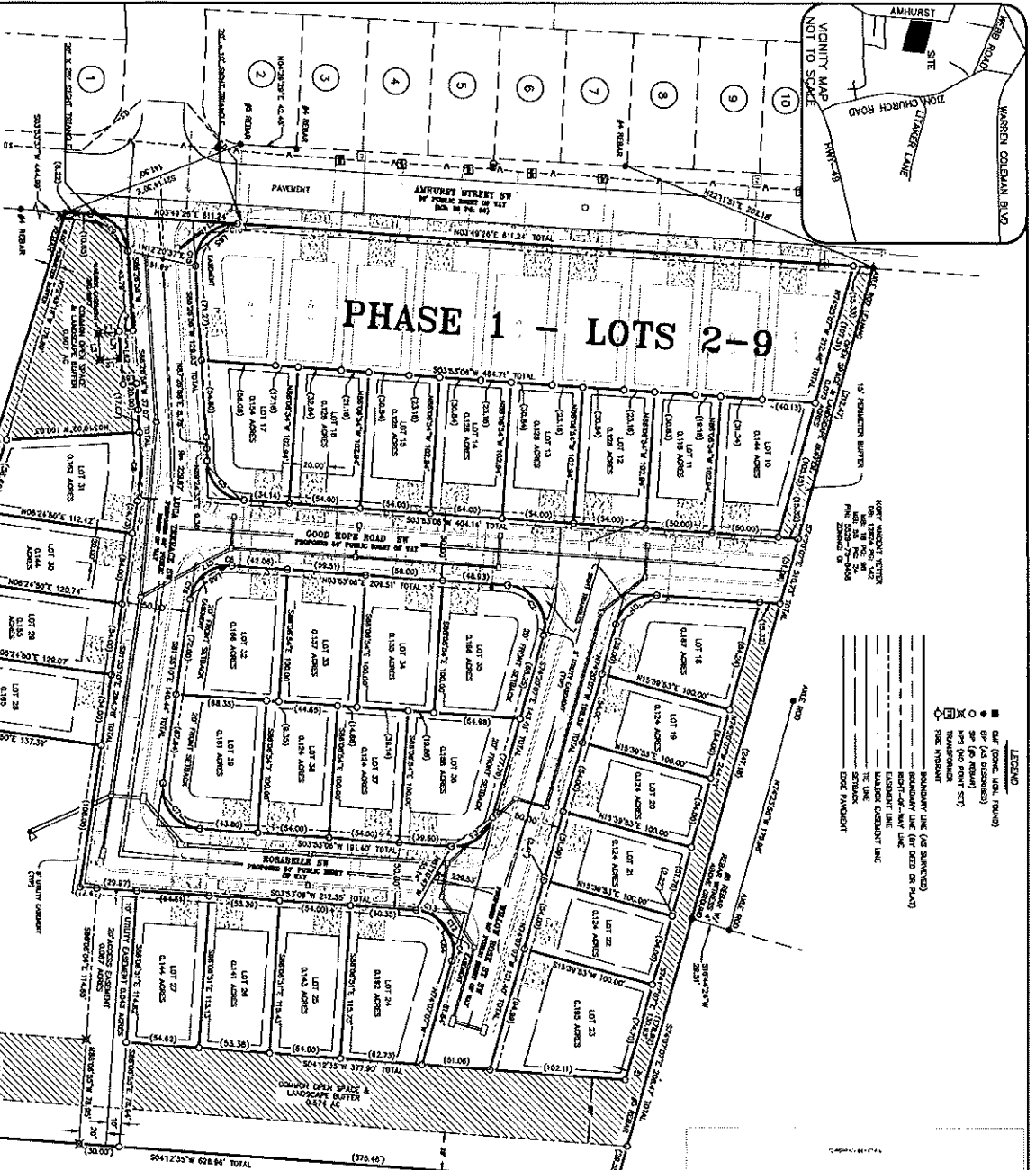
COMPUTED BY: M. J. JONES

DRAWN BY: M. J. JONES

CHECKED BY: D. J. JONES

DATE: OCTOBER 24, 2022

CHST
 CIVIL - GEOTECHNICAL - SURVEYING
 45 S. WILSON ST., SUITE 200
 CHICAGO, IL 60607
 PHONE: (773) 238-7244
 FAX: (773) 238-7244
 WWW.CHST-INC.COM



LINE TABLE

LINE	BEARING	DISTANCE
L1	S33°04'E	10.28'
L2	N12°04'W	15.00'
L3	S89°26'SW	20.00'
L4	S33°04'E	15.00'
L5	N85°51'4"E	40.00'
L6	S57°21'W	17.60'
L7	S33°03'0"E	34.82'
L8	S28°1'08"E	28.27'
L9	N33°04'W	8.88'
L10	S89°26'SW	20.00'

CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING	CHORD
C1	40.86'	30.00'	S53°13'E	37.85'
C2	53.29'	30.00'	S54°46'SW	46.85'
C3	40.96'	30.00'	N39°13'0"W	37.85'
C4	16.42'	30.00'	N89°48'01"W	16.22'
C5	44.78'	30.00'	N46°28'48"E	40.74'
C6	3.77'	30.00'	S00°5'52"W	3.77'
C7	48.50'	30.00'	N51°08'SE	44.07'
C8	51.82'	232.32'	N88°00'22"W	51.72'
C9	43.20'	30.00'	S45°08'11"W	39.61'
C10	1.98'	30.00'	S01°56'05"W	1.98'
C11	17.87'	30.00'	S57°27'21"W	17.60'
C12	19.12'	30.00'	S27°08'22"W	18.79'
C13	37.28'	30.00'	S35°33'07"E	34.82'
C14	11.73'	30.00'	S82°20'54"E	11.98'
C15	14.88'	30.00'	S87°22'01"E	14.74'
C16	28.16'	30.00'	S28°14'08"E	23.27'

PARCEL INFORMATION

PARCEL	AREA/AC	SQFT	OWNER
1	0.144	822	ANDREW J. JONES
2	0.118	724	ANDREW J. JONES
3	0.118	724	ANDREW J. JONES
4	0.118	724	ANDREW J. JONES
5	0.118	724	ANDREW J. JONES
6	0.118	724	ANDREW J. JONES
7	0.118	724	ANDREW J. JONES
8	0.118	724	ANDREW J. JONES
9	0.118	724	ANDREW J. JONES
10	0.118	724	ANDREW J. JONES
11	0.118	724	ANDREW J. JONES

Organizational Profile: The Cabarrus County Education Foundation (CCEF) champions the next generation by cultivating vital life skills essential for success. Partnering with local businesses and the community, CCEF is dedicated to preparing students for a bright and promising future. Among these skills, reading stands as the foundation for academic and lifelong success. Recognizing this, we provide essential resources and programs that bolster student achievement and equip them with practical, real-world skills. With an unwavering commitment to student success, CCEF strives to ensure that every Cabarrus County School (CCS) student is prepared to thrive.

The Problem:

- 54% of Cabarrus County students are reading proficiently by the end of 3rd grade.
- MyFuture NC has calculated that to meet future workforce needs 73% of Cabarrus County Schools 3rd-8th graders need to be reaching college and career readiness scores on end-of-grade tests. The latest data shows only 35% of CCS students are reaching this level.
- Kids who are not reading proficiently by the end of 3rd grade are 4x more likely to drop out of high school, have higher unemployment rates, earn \$10,000 less annually and utilize social services more often.

The Solution: Mobilize our community around the importance of reading! CCEF created the Reading+Mentoring 4 Success Program (R+M4S) as one of our cornerstone initiatives because reading is foundational to all future academic and life success. The program is research-based and strategically designed to foster a love of reading in our elementary students, increase reading proficiency before 3rd grade, build students' home libraries and increase schoolwide excitement about reading.

R+M4S has three pillars:

1. **Striving Readers Mentoring:** Volunteer mentors provide support through 1:1 tutoring utilizing curriculum designed by experts and aligned with Cabarrus County Schools' standards. Tutoring is provided 2 times weekly during the school day (apart from core instruction) for students who are not meeting reading benchmarks. Each student in tutoring receives 20 new books.
2. **Build Home Libraries:** CCEF solicits business sponsors to support schoolwide Book-a-Palooza events where every child "shops" for brand new books to keep at home at no cost to the family.
3. **Encourage Pleasure Reading:** R+M4S works with school administrators to incentivize reading for pleasure and create a culture of excitement about reading in schools.

2023-2024 Impact:

- 2,355 students impacted. Approximately 80% were City of Concord residents.
- 11,000+ new books given to students.
- 8% increase in students who say they are “excited” when it’s time to read.
- 8.5% increase in students who report reading when they are not at school.
- 8% increase in students who say they have “lots of books at home.”
- 84% of students who received tutoring through R+M4S exceeded expected growth in reading. Average growth was 118 points (11 points above expectation).
- 85% of teachers responding to a survey reported observing an increase in students’ confidence in the classroom.

Funding Request: CCEF is requesting **\$2,500** from the City of Concord to partially fund implementation of the Reading+Mentoring 4 Success program. The cost of the full program implementation for each school is approximately \$35,000 per school and includes mentoring supplies and tools, 3 book-a-palooza events distributing 5 books to every PK-5 student at the school and onsite staff coordination. Specifically, the money will be used to provide parental education materials on how to engage with their students for reading success.

Targeted Program Outcomes for each School:

- Increase reading proficiency level of 30 struggling readers participating in Striving Readers Mentoring.
- Increase student confidence in the classroom for Striving Readers mentees.
- Provide 600 books to 30 mentees throughout the school year to build their home libraries.
- Increase engagement of students’ reading for pleasure.
- Increase in students’ excitement for reading.
- Allow students to explore a large array of books to find topics, authors, genre, etc. they enjoy reading.
- Provide 4,000+ books throughout the school year to all students in the school to build their home libraries.
- Build parental knowledge with Tips to Encourage your Student’s Reading for Pleasure newsletter three times during the school year.

Benefits include:

- Recognition in parent education newsletter to be distributed at each Book-a-Palooza to all K-5 students.
- Recognition in parent education newsletter to be distributed to Striving Readers mentees 5 times during the year with their book distributions.
- Invitation for City of Concord leaders and employees to participate in the program (optional)
- Promote City of Concord’s support and impact through social media posts
- Recognition in annual Reading+Mentoring 4 Success Impact Report
- Recognition of sponsorship on Reading+Mentoring 4 Success webpage on CCEF website

ORD. #

AN ORDINANCE TO AMEND FY 2024-2025 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13th 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	
100-4370000	Fund Balance Appropriated	6,075,830	6,078,330	2,500
Total				2,500

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	7,885	10,385	2,500
Total				2,500

Reason: To appropriate Mayor Golf Tournament reserves for a donation to the Cabarrus County Education Foundation.

Adopted this 9th day of January 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

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

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Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
Total				<hr/> <hr/>
 <u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
4125-5260000	Supplies-Office	30,842	38,142	7,300
4190-5992000	Contingency	939,225	931,925	<u>(7,300)</u>
Total				<hr/> 0 <hr/>

Reason: To appropriate contingency funds for the purchase of bullet proof glass for the HR reception window.

Adopted this 9th day of January 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE
US601/Flowes Store Improvements**

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 is the US601/Flowes Store Improvements.

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>		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
423-4338600				
423-4338600	CMAQ Grant	1,521,368	4,510,114	<u>2,988,746</u>
				2,988,746

SECTION 4. The following amounts are appropriated for the project:

		<u>Expenses/Expenditures</u>		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8600-5811257				
8600-5811257	US601/Flowes Store	2,349,333	6,085,266	<u>3,735,933</u>
8600-5811073				
8600-5811073	Future Transp Projects	5,173,727	4,426,540	<u>(747,187)</u>
				2,988,746

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 9th day of January, 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

NORTH CAROLINA
CABARRUS COUNTY

3rd SUPPLEMENTAL AGREEMENT

DATE: 8/29/2024

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: C-5603I

AND

WBS ELEMENTS: PE 43713.1.9

ROW 43713.2.9

CITY OF CONCORD

CON 43713.3.9

OTHER FUNDING:

FEDERAL-AID #: CMAQ-0601(027)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$3,735,933

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the City of Concord, hereinafter referred to as the "Municipality."

WITNESSETH:

WHEREAS, the Department and the Municipality on 9/7/2018, entered into a certain Project Agreement for the original scope: Construction for an additional westbound receiving lane and sidewalk on US 601 from Flowes Store Road/Miami Church to Zion Church Road, as well as intersection improvements at US 601 and Flowes Store Rd./Miami Church Rd., programmed under Project C-5603I; and,

WHEREAS, on 9/6/2019, the Municipality and the Cabarrus-Rowan Metropolitan Planning Organization requested to reduce the Project (CON) funding by transferring to Project EB-5903; and,

WHEREAS, on 6/7/2024, The Department and the Municipality agreed to clarify the Right of Way and Maintenance responsibilities set forth under the provisions of the original agreement and extended the completion date of the Project; and,

WHEREAS, the Municipality was awarded additional CMAQ funding for the Project.

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

3. FUNDING

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 80% of eligible expenses incurred by the Municipality up to a maximum of \$4,505,114 of CMAQ funds. The Municipality will provide \$1,126,279 as their local match and all costs that exceed the total estimated cost (\$5,631,393) per the Revised Funding Table below:

REVISED FUNDING TABLE

Fund Source (Agreement #)	Funding Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
CMAQ (#8909)	\$1,516,368	80%	\$379,092	20%
CMAQ (#13005)	\$2,988,746	80%	\$747,187	20%
Subtotal	\$4,505,114		\$1,126,279	
Total Estimated Cost		\$5,631,393		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$563,139 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all cost of

work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

OTHER PROVISIONS

The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 9/7/2018, 9/6/2019 and 6/7/2024, are ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

CITY OF CONCORD

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(SEAL)

(FINANCE OFFICER)

Federal Tax Identification Number

Remittance Address:

City of Concord

DEPARTMENT OF TRANSPORTATION

BY: _____

(CHIEF ENGINEER)

DATE: _____

APPROVED BY BOARD OF TRANSPORTATION ITEM O: _____ (Date)

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Sewer Lining/Manhole Rehab

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 the Sewer Lining/Manhole Rehab 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 completion of the projects:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
---------	-------	----------------	----------------	---------------------

SECTION 4. The following amounts are appropriated for the project:

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8402-5801175	Swr Lining/Manhole Rehab	0	1,200,000	1,200,000
8402-5985000	Transfer to Sewer Fund	1,200,000	0	(1,200,000)
Total				0

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 9th day January, 2025.

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 13th 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	
640-4501400	Transfer from Cap Proj	1,200,000	0	(1,200,000)
Total				(1,200,000)

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7420-5359000	Maintenance-System (In)	2,808,074	1,608,074	(1,200,000)
Total				(1,200,000)

Reason: To remove the transfer budgeted from the sewer capital project fund.

Adopted this 9th day of January 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

2026 Holiday Schedule

Holiday	Observance Date	Day of Week
New Year's Day	January 1, 2026	Thursday
Martin Luther King, Jr. Birthday	January 19, 2026	Monday
Good Friday	April 3, 2026	Friday
Memorial Day	May 25, 2026	Monday
Independence Day	July 3, 2026	Friday
Labor Day	September 7, 2026	Monday
Veterans Day	November 11, 2026	Wednesday
Thanksgiving	November 26 & 27, 2026	Thursday & Friday
Christmas	December 24, 25 & 28, 2026	Thursday, Friday & Monday

Article 6.11 Paid Parental Bonding Leave Policy

A. Proponent

The proponent of the Paid Parental Bonding Leave Policy is the Director of Human Resources.

B. Purpose/Objective

The City will provide up to 6 weeks of Paid Parental Bonding Leave (“PPBL”) to eligible employees who are becoming parents or expanding their families and need continuous paid time away from work to bond with their new child and adjust to their new family situation.

The purpose of PPBL is to enable the employee to take paid time away from work to care for and bond with a newborn or a newly adopted or newly placed child under 18 years old. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave. This policy will be in effect for births, adoptions, or foster care placement, or other legal placement, *in loco parentis* placement, occurring on or after July 1, 2023.

Employees are not required to take a paid Parental Bonding Leave and this policy does not interfere with their rights under any federal, state, or local leave law.

C. Eligible Employees

On the date of the qualifying event, the employees must:

- Have been employed with the City for at least 12 months (the 12 months do not need to be consecutive);
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin;
- Be eligible for FMLA; and
- Be a full- or part-time, regular employee, regardless of gender, in an active working status or on an approved FMLA Leave.

In addition, eligible employees must meet one of the following criteria on or after July 1, 2023:

- Be a birth or non-birth parent of a biological newborn;
- Be a parent of an adopted child or foster care placement, or other legal placement, *in loco parentis* placement (in either case, the child must be under 18 years old); or
- Be a spouse of Birth Parent or Non-Birth Parent.

If more than one parent works for the City, each parent is independently eligible to use PPBL; the leave benefit is not shared between parents.

D. Individuals Not Eligible for PPBL

The following individuals **are not** eligible for PPBL:

- Part-time employees working less than 20 hours per week
- Seasonal Employees
- Temporary employees

- Interns
- Independent contractors

E. Situations Not Eligible for PPBL

The following situations are not eligible for PPBL:

- Surrogate mothers who do not maintain parental rights
- Biological parents with no parental rights or where the child is no longer in the parent's custody (e.g., the child is placed for adoption)
- Sperm donors
- Miscarriage or death of a child
- Being named as a *Guardian ad Litem*
- Adopting a spouse's child
- PPBL cannot be used prior to the effective date of birth, adoption, or foster care placement, or other legal placement.

F. Definitions

- **Birth Parent.** Any person who gives birth to a child.
- **Bonding Leave.** Up to six weeks of leave the birth parent and non-birth parent may take to care for and bond with an eligible child. This leave must be used within the first 12 months following the birth or placement of a child. It must be used as a continuous 6-week period of leave.
- **Child.** A biological child or a newly-placed adopted, foster, or otherwise legally placed child under the age of 18, whose parent is an eligible City employee.
- **Eligible City Employee.** A full-time, part-time (20 hours or more per week) City employee who has been continuously employed by the City for the immediate 12 preceding months and has worked for at least 1,250 hours in the previous 12-month period.
- **Family & Medical Leave Act (FMLA).** FMLA is a federal law that provides eligible employees with unpaid job-protected leave for specified family and medical reasons.
- **Non-Birth Parent.** The parent of a child who does not give birth.
- **Parent.** A parent of a biological child or of a child by adoption, foster care placement, or other legal placement.
- **Qualifying Event.** The birth of a child to an eligible City employee, or the adoption, foster care placement, or other legal placement, *in loco parentis* placement, of a child with an eligible City employee.

G. Duration and Timing of Paid Parental Bonding Leave

Eligible employees will receive a maximum of 6 weeks of PPBL per birth, adoption or foster care placement, or other legal placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the 6-week total amount of PPBL granted for that event. In addition, in no case will an employee receive more than 6 weeks of PPBL in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.

Approved PPBL may be taken at any time during the 12-month period immediately following the birth, adoption, or placement of a child with the employee. PPBL may not be used or extended beyond this 12-month time frame. Employees must take PPBL in one continuous period of leave and must use all

PPBL during the 12-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 12-month time frame.

PPBL should be coordinated with the employee's supervisor to minimize impact to the work unit, if feasible.

H. Compensation During Paid Parental Bonding Leave

Each week of PPBL is compensated at 100 percent of the employee's regular, straight-time weekly pay or salary amount. PPBL pay does not include overtime pay, shift differentials, language differentials, bonuses, or subsidies.

Upon termination of the individual's employment with the City, they will not be paid for any unused PPBL for which they were eligible while employed.

I. Coordination with Other Policies

FMLA. PPBL taken under this policy will run concurrently with leave under the FMLA. Any PPBL taken under this policy due to the birth, adoption, or foster care placement, or other legal placement of a child will be counted toward the 12 weeks of available FMLA leave. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave (paid or unpaid) granted to the employee under the FMLA exceed 12 weeks during the 12-month rolling FMLA period. Paid Parental Bonding Leave cannot be taken intermittently pursuant to this policy. However, the employee may be eligible for additional bonding time at the conclusion of their paid Parental Bonding Leave under the FMLA.

Other Leave. With the exception of FMLA, PPBL must be applied to absences prior to the employee using any available personal leave (vacation, bonus, sick, etc.), other accrued paid time off, or leave without pay. After the PPBL is exhausted, the employee may use the balance of FMLA leave (if applicable), in which case compensation can be provided through a combination of accrued leave. Upon exhaustion of these leave balances, any remaining FMLA leave will be unpaid.

Military Leave. In situations where an employee is on military when they become a new parent through birth or adoption, the employee may defer the start of their PPBL until they return from active duty.

Benefits. The City will maintain all benefits for employees during the PPBL period just as if they were taking any other City paid leave.

Holiday. If a City holiday occurs while the employee is on PPBL, such day will be charged to holiday pay; however, such holiday pay will not extend the total PPBL entitlement.

J. Requests for Paid Parental Bonding Leave

The employee will provide his or her supervisor and the Human Resources Department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the Human Resources Department to substantiate the request.

In instances where departments are required by State or Federal standards and/or regulations to maintain specific staffing levels, the Department Director may request an adjustment to the approved

leave dates, at their discretion and by approval of the Assistant City Manager or City Manager, after determining if the absence of the employee will severely impact the ability to ensure continuity of service and/or service delivery.

As is the case with all City policies, the City of Concord has the exclusive right to interpret this policy.

Outstanding Debt of the City of Concord
31-Dec-24

Series	Revenue Bonds Description	12/31/2024			Use of Proceeds	Remaining	Remaining
		Principal Outstanding	Final Maturity	Avg Coupon		FYE 2025 Principal Due	FYE 2025 Interest Due
Series 2012	Utility System Revenue Bonds-Refunding	5,305,000	12/1/2028	4.080%	Water/Electric	-	82,153
Series 2016	Utility System Revenue Bonds-Refunding	14,020,000	12/1/2035	4.684%	Water/Electric/Sewer	-	328,000
Series 2024	Utility System Revenue Bonds	21,445,000	12/1/2043	4.378%	Water	-	486,900
TOTAL		<u>40,770,000</u>				-	<u>897,053</u>

Series	General Obligation Debt Description	12/31/2024			Use of Proceeds	Remaining	Remaining
		Balance Outstanding	Final Maturity	Interest Rates		FYE 2025 Principal Due	FYE 2025 Interest Due
Series 2023	General Obligation	39,900,000	9/1/2043	4% to 5%	Parks & Rec improvements	-	955,500
TOTAL		<u>39,900,000</u>				-	<u>955,500</u>

Series	Non General Obligation Debt Description	12/31/2024			Use of Proceeds	Remaining	Remaining
		Balance Outstanding	Final Maturity	Interest Rates		FYE 2025 Principal Due	FYE 2025 Interest Due
Series 2014A	Limited Obligation	16,050,000	6/1/2034	2.0% to 5%	**Building/Telecommunication	1,635,000	316,266
Series 2024	Limited Obligation	11,770,000	6/1/2044	4% to 5%	Fire Station 6	590,000	282,500
11/10/2015	Installment Purchase	2,705,000	5/1/2030	2.420%	Parking Facility-Aviation	424,000	32,731
10/11/2017	Installment Purchase Refunding 07 IPA	1,800,197	11/9/2027	2.040%	***Aviation/Fire Station	309,904	18,362
3/10/2021	Installment Purchase	4,284,503	3/1/2031	1.430%	Fire Station 12	620,000	30,634
TOTAL		<u>36,609,700</u>				<u>3,578,904</u>	<u>680,493</u>
		<u>117,279,700</u>				<u>3,578,904</u>	<u>2,533,046</u>

** City Hall, Police HQ, Telecommunication Equip.

*** Land, Hangar, N Taxiway, Fuel Farm, Fire Station 9

Notes

2014 LOBS refunded the 2005 COPS

2017 IPA refunding 2008 IPA

2016 Utility Revenue Bonds refunded 2008 bonds

2019 Utility Revenue Bonds refunded 2009B bonds

Tax Report for Fiscal Year 2024-2025**FINAL REPORT****November****Property Tax Receipts- Munis**

2024 BUDGET YEAR	36,159,154.93
2023	13,887.62
2022	1,859.75
2021	236.84
2020	564.61
2019	6.53
2018	12.39
2017	146.64
2016	146.64
2015	172.94
Prior Years	807.74
Interest	2,604.47
Refunds	
	<hr/>
	36,179,601.10

Vehicle Tax Receipts- County

2024 BUDGET YEAR	443,833.70
2023	
2022	
2021	
2020	
2019	
2018	
Prior Years	
Penalty & Interest	7,309.88
Refunds	
	<hr/>
	451,143.58

Fire District Tax - County

2024 BUDGET YEAR	133,983.74
------------------	------------

Less: Collection Fee from County

Net Ad Valorem Collections	<hr/>
	36,764,728.42

423:Vehicle Tag Fee-Transportation Impr Fund	30,368.25
100:Vehicle Tag Fee	123,313.50
630:Vehicle Tag Fee-Transportation Fund	30,368.25
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<hr/>
	184,050.00

Privilege License	60.00
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<hr/>
	60.00

Oakwood Cemetery current	2,675.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	4,033.31
Rutherford Cemetery endowment	1,016.69
West Concord Cemetery current	1,400.00
West Concord Cemetery endowment	-
Total Cemetery Collections	<hr/>
	9,125.00

Total Collections	<hr/>
	\$ 36,957,963.42

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	703,691.30
Levy	1592.64
Penalty	
Discoveries/Annex	26,028.40
Discovery Penalty	3,432.13
Total Amount Invoiced - Monthly	<u>734,744.47</u>
Total Amount Invoiced - YTD	94,423,428.06

Current Year	
Less Abatements (Releases)	
Real	75,405.61
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>75,405.61</u>

Adjusted Amount Invoiced - monthly	659,338.86
Adjusted Amount Invoiced - YTD	94,017,374.16

Current Levy Collected	36,159,154.93
Levy Collected from previous years	17,841.70
Penalties & Interest Collected	2,604.47
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>36,179,601.10</u>
Total Collected - YTD	50,590,648.04

Total Collected - net current levy -YTD 50,353,693.46

Percentage of Collected -current levy 53.56%

Amount Uncollected - current year levy 43,663,680.70

Percentage of Uncollected - current levy 46.44%

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of November 2024

RELEASES		
CITY OF CONCORD	\$	75,405.61
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	69.52
CONCORD DOWNTOWN	\$	-

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2018	0	0	0	0.0048	0.00	0.00	
2019	0	90,875	90,875	0.0048	436.20	261.72	
2020	0	114,770	114,770	0.0048	550.90	275.46	
2021	0	111,835	111,835	0.0048	536.81	214.72	
2022	0	184,826	184,826	0.0048	887.16	266.16	
2023	0	1,217,504	1,217,504	0.0048	5,844.02	1,168.80	
2024	1,266,849	2,964,891	4,231,740	0.0042	17,773.31	1,245.27	
Total	1,266,849	4,684,701	5,951,550		\$ 26,028.40	\$ 3,432.13	
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	
Total	0	0	0		\$ -	\$ -	

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 11/30/2024

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP LMA AMERS LLC 0 1/10/2025	53944QNA4	5,000,000.00	4,850,569.44	1/10/2025	5.463	1.20	6/21/2024	97.011389	41
CP MOUNTCLIFF FUNDING 0 2/21/2025	62455FPM2	5,000,000.00	4,876,220.85	2/21/2025	4.994	1.21	8/22/2024	97.524417	83
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	160
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	167
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	174
CP SALVATION ARMY 0 6/3/2025	79583RT3	5,000,000.00	4,872,227.78	6/3/2025	4.474	1.20	11/4/2024	97.444556	185
CP TOYOTA MTR CR CORP 0 6/6/2025	89233GT63	5,000,000.00	4,836,358.35	6/6/2025	4.528	1.20	9/10/2024	96.727167	188
CP ROYAL BANK OF CP 0 7/18/2025	78013VUJ9	5,000,000.00	4,851,638.89	7/18/2025	4.493	1.20	11/15/2024	97.032778	230
Sub Total / Average Commercial Paper		40,000,000.00	38,864,180.60		4.716	9.61		97.161543	153
FFCB Bond									
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.24	12/10/2021	100	9
FFCB 5 3/10/2025	3133EPCW3	5,000,000.00	5,000,989.35	3/10/2025	4.984	1.24	8/10/2023	100.019787	100
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.24	4/21/2021	100	142
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.24	9/29/2020	100	303
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.24	12/22/2021	100	387
FFCB 4.625 3/5/2026	3133EP4K8	5,000,000.00	4,999,610.20	3/5/2026	4.628	1.24	3/22/2024	99.992204	460
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.24	12/17/2020	100	563
FFCB 4.75 9/1/2026	3133EPUW3	5,000,000.00	4,971,300.00	9/1/2026	4.961	1.23	9/22/2023	99.426	640
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.24	9/28/2021	100	667
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.24	3/30/2020	100	850
FFCB 4.58 8/27/2027-25	3133ERRA1	5,000,000.00	5,000,000.00	8/27/2027	4.580	1.24	8/27/2024	100	1,000
FFCB 4.4 10/4/2027-25	3133ERVZ1	5,000,000.00	5,000,000.00	10/4/2027	4.400	1.24	10/4/2024	100	1,038
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.24	3/10/2021	100	1,196
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.24	3/23/2021	100	1,209
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	1,517
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.23	3/24/2021	99.2	1,566
Sub Total / Average FFCB Bond		80,000,000.00	79,918,149.55		2.232	19.76		99.898236	727
FHLB Bond									
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.24	1/27/2022	100	58
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	202
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.24	1/29/2021	99.98	227
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.24	1/20/2021	99.98	324
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.24	12/30/2020	100	395
FHLB 5.35 1/23/2026-25	3130B14G9	5,000,000.00	5,000,000.00	1/23/2026	5.350	1.24	4/25/2024	100	419
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.24	1/29/2021	100	425
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	444

FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.24	3/10/2021	100	465
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.24	4/29/2021	100	515
FHLB 4.67 5/21/2026-25	3130B3V26	5,000,000.00	5,000,000.00	5/21/2026	4.670	1.24	11/22/2024	100	537
FHLB 4.36 10/15/2026-25	3130B3BS1	5,000,000.00	5,000,000.00	10/15/2026	4.360	1.24	10/15/2024	100	684
FHLB 4.4 11/13/2026-25	3130G3PG2	5,000,000.00	5,000,000.00	11/13/2026	4.400	1.24	11/18/2024	100	713
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	748
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	990
FHLB 4.25 9/10/2029-25	3130B2TX3	5,000,000.00	5,000,000.00	9/10/2029	4.250	1.24	9/23/2024	100	1,745
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.24	11/1/2019	100	1,797
Sub Total / Average FHLB Bond		84,985,000.00	84,828,980.55		2.407	20.97		99.820443	629
FHLMC Bond									
FHLMC 1.5 2/12/2025	3137EAEPO	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.32	3/4/2022	99.386016	74
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	233
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	297
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	297
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	297
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.24	7/14/2020	100	591
FHLMC 3.75 8/28/2026-25	3134HAHZ9	5,000,000.00	4,966,150.00	8/28/2026	4.095	1.23	8/30/2024	99.323	636
FHLMC 5.2 12/4/2026-24	3134H1LA9	5,000,000.00	5,000,000.00	12/4/2026	5.200	1.24	12/4/2023	100	734
FHLMC 5.25 12/11/2026-24	3134H1MA8	5,000,000.00	5,000,000.00	12/11/2026	5.250	1.24	12/15/2023	100	741
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	814
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	845
FHLMC 4.1 5/20/2027-25	3134GAD91	5,000,000.00	4,977,705.00	5/20/2027	4.290	1.23	11/20/2024	99.5541	901
FHLMC 5.25 6/17/2027-25	3134H12Q5	5,000,000.00	5,000,000.00	6/17/2027	5.250	1.24	6/21/2024	100	929
FHLMC 4.375 6/25/2027-25	3134H13G6	5,000,000.00	4,961,910.00	6/25/2027	4.650	1.23	6/25/2024	99.2382	937
FHLMC 3.5 7/1/2027-25	3134HAPH0	5,000,000.00	4,972,500.00	7/1/2027	3.713	1.23	9/27/2024	99.45	943
FHLMC 4.5 7/9/2027-25	3134H14T7	5,000,000.00	4,967,500.00	7/9/2027	4.736	1.23	7/15/2024	99.35	951
FHLMC 3.375 9/23/2027-25	3134HALQ4	5,000,000.00	4,964,770.00	9/23/2027	3.624	1.23	9/23/2024	99.2954	1,027
FHLMC 3.625 10/15/2027-25	3134HASE4	5,000,000.00	4,962,500.00	10/15/2027	3.892	1.23	10/15/2024	99.25	1,049
FHLMC 4.65 11/12/2027-25	3134HAZQ9	5,000,000.00	5,000,000.00	11/12/2027	4.650	1.24	11/14/2024	100	1,077
FHLMC Step 8/20/2029-25	3134HAGE7	5,000,000.00	5,000,000.00	8/20/2029	4.286	1.24	8/20/2024	100	1,724
Sub Total / Average FHLMC Bond		80,760,000.00	79,787,793.41		4.179	19.73		98.854894	880
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	16
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.27	1/5/2022	101.665856	38
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	143
FNMA 0.625 4/22/2025	3135G03U5	5,000,000.00	4,761,950.00	4/22/2025	4.500	1.18	1/12/2024	95.239	143
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	199
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	199
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.24	7/14/2020	100	226
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.24	8/19/2020	100	262
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.24	8/25/2020	100	268
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	268
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	342
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	342
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	342
FNMA 0.57 12/29/2025-21	3135GABS9	5,000,000.00	4,563,350.00	12/29/2025	4.967	1.13	11/17/2023	91.267	394

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	510
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	607
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.24	10/29/2020	100	698
FNMA 5 1/8/2027-25	3135GALP4	5,000,000.00	5,000,000.00	1/8/2027	5.000	1.24	1/12/2024	100	769
FNMA 5.3 3/4/2027-25	3135GAPU9	5,000,000.00	5,000,000.00	3/4/2027	5.300	1.24	3/4/2024	100	824
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	860
FNMA 3.5 9/24/2027-25	3135GAVE8	5,000,000.00	4,932,000.00	9/24/2027	3.997	1.22	10/21/2024	98.64	1,028
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.24	11/4/2020	100	1,069
Sub Total / Average FNMA Bond		70,180,000.00	68,648,820.67		2.764	16.97		97.937541	511
Local Government Investment Pool									
NC CLASS LGIP	NCCLASS	20,141,563.69	20,141,563.69	N/A	4.755	4.98	5/24/2024	100	1
NCCMT LGIP	NCCMT481	6,136,749.83	6,136,749.83	N/A	4.540	1.52	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		26,278,313.52	26,278,313.52		4.704	6.50		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	21,253,127.61	21,253,127.61	N/A	4.650	5.25	3/31/2019	100	1
Sub Total / Average Money Market		21,253,127.61	21,253,127.61		4.650	5.25		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	110
Sub Total / Average Treasury Bill		5,000,000.00	4,897,533.35		4.389	1.21		97.950667	110
Total / Average		408,456,441.13	404,476,899.26		3.296	100		99.068757	552