



City Council Agenda

Thursday, June 8, 2023

6:00 PM

3rd floor Council Chambers at 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

April 18, May 9, and May 11, 2023.

IV. Presentations

1. Presentation of a Proclamation recognizing June 19-25, 2023 as National Pollinator Week.

National Pollinator Week is a national initiative that offers opportunities to individuals and communities to help restore native habitat, support local pollinator species, and pollinator health. The City of Concord will continue to support local, state, and national efforts that protect, restore, and conserve habitat for pollinators, as well as foster a greater connection between residents and wildlife.

2. Presentation of a Proclamation to Mrs. Ruth Brooks

3. Presentation of a Proclamation recognizing June 19, 2023 as Juneteenth Day.

V. Unfinished Business

VI. New Business

A. Information Items

B. Departmental Reports

Downtown Streetscape Update

C. Recognition of Persons Requesting to be Heard

D. Public Hearings

1. Conduct a public hearing to consider the Raftelis Consultants System Development Fee study regarding the City's water and sewer system development fees.

The attached report, from Raftelis Financial Consultants, details the requested amendments to the City's water and sewer development fees. Raftelis was contracted to update and review the City's system development fees to ensure compliance pursuant to NCGS 162A, Article 8. The report represents an analysis as to how to calculate the system development fees and includes supporting documentation for the calculations. The City did publish this report, which includes the recommended fees, on the City's web site. The law requires that the City "furnish the means" for providing public comments. The option for public comment was included in the electronic posting and the public input requirement was open for 45 days. All public comment is considered before recommending the system development fees. If the City chooses to update the current fees with the new fees, supported by a professional analysis, the fees will need to be in place by July 1, 2023. The fees will be adopted each year as part of the City's annual budget process. The study will be updated every 5 years as required by NCGS 162A, Article 8.

Recommendation: Consider making a motion to approve the City's water and sewer system development fees as presented in the Raftelis Consultants System Development Fee Study.

2. Conduct a public hearing, pursuant to N.C. General Statutes, Section 159-12, to receive public comments relative to the proposed FY 2023- 2024 budget for the City of Concord; following public comments, consider adopting the proposed FY2023-2024 Budget, and consider adopting the Cabarrus Arts Council portion of the External Agencies pursuant to NC General Statutes, Section 14-234.3.

The City Manager has submitted his recommended budget to the City Council for consideration. Before adopting the budget ordinance, Council must hold a public hearing. Once the Council holds the public hearing, and considers input, it may adopt the budget ordinance at any time before the end of June 2023. The Cabarrus Arts Council portion of the External Agencies will be considered separately in order to comply with the requirements of NC General Statutes, Section 14-234.3.

Recommendation: Conduct the public hearing to solicit citizen input, consider adopting the FY 2023-2024 budget, and consider adopting the Cabarrus Arts Council portion of the External Agencies.

3. Conduct a public hearing and consider adopting a request from Childress Klein Properties/Affiliates to adopt a resolution to enter into a mutual agreement with the City of Charlotte to assign planning/development regulations to 11.54 acres at 8847, 8755 and 8699 Quay Road. (PINs 4589-62-4465, 52-8820).

Sections 160D-203 and 204 of the General Statutes allow two jurisdictions to mutually agree to assign development regulations from one jurisdiction to another. Childress Klein owns a 48.21-acre parcel, 11.54 acres of which are in Concord and are zoned C-2 General Commercial. The owners received approval of a zoning petition on the Charlotte property in December of 2021 for the development of 488 multifamily units. They wish to extend the multifamily uses to the Concord portion. It should be noted that the traffic impact analysis approved with the rezoning factored in the potential development of multifamily on the Concord side (212 potential units).

Approval of the proposed resolution by Concord and Charlotte would allow the Charlotte development regulations to apply to the property, subject to rezoning of the Concord side through the Charlotte process. Should the resolution not be approved by one of the jurisdictions, or the rezoning not be approved by Charlotte, Concord development regulations would still apply to the property.

Concord C-2 zoning allows multifamily development, but only on 30% of the overall tract, and subject to a Special Use Permit, however if the resolution is approved by both jurisdictions, Charlotte zoning requirements would govern instead. If the property is developed under Charlotte Development regulations., water and sewer would be provided by Charlotte.

Emergency services and schools would be provided by Concord/Cabarrus County within Concord's city limits and by Charlotte/Mecklenburg County within their jurisdiction. The 11.54 acres would remain in Concord and the taxation status would not change. Consideration by Charlotte City Council is expected in a subsequent month.

Staff has closely coordinated with the applicant and with Charlotte staff relative to development options on the property. The owner has also been in conversations with elected officials in both jurisdictions.

Recommendation: Consider adopting a resolution to assign planning/development regulations to Charlotte for 11.54 acres generally located at 8847, 8755 and 8699 Quay Road. (PINs 4589-62-4465, 52-8820).

4. Conduct a public hearing and consider adopting an ordinance annexing +/- 3.34 acres of road generally located at Amalia St NE and Northeast Gateway Ct. NE, PIN 5622-63-5846, owned by Copperfield, Inc.

The request is for voluntary annexation of +/- 3.34 acres on Amalia St NE and Northeast Gateway Dr. The property is currently zoned C-2 (General Commercial) in the City of Concord ETJ.

Recommendation: Conduct a public hearing and consider adopting the annexation ordinance and set the effective date for June 8, 2023.

5. Conduct a public hearing and consider adopting an ordinance annexing +/- 47.52 acres at 1085 Copperfield Blvd, p/o PIN 5622-65-8770, owned by Copperfield, Inc.

The request is for voluntary annexation of +/- 47.52 acres of property on Copperfield Blvd. The property is currently zoned C-2 (General Commercial) and I-1 (Light Industrial) in the City of Concord ETJ. If approved, a rezoning hearing will not be required as this parcel is located in the ETJ. The subject parcel is located within the Mixed Use Activity Centers (MUAC) Land Use Category of the 2030 Land Use Plan.

Recommendation: Consider adopting the annexation ordinance and set the effective date for June 8, 2023.

E. Presentations of Petitions and Requests

1. Consider adopting a reimbursement resolution declaring the intent of the City of Concord to reimburse itself for capital expenditures incurred in connection with the financing of a fire station and communications building from the proceeds of an installment financing contract to be executed during fiscal year 2024.

The City plans to finance a fire station to be constructed at Concord-Padgett Regional Airport and a Communications Building on property behind Fire Station 3. The fire station will also include a David District substation. These projects are in the FY24 CIP. These projects may have costs before the City completes the financing. The reimbursement resolution will allow the finance director to reimburse the City for these expenditures from the proceeds of the installment financing deal.

Recommendation: Motion to adopt a reimbursement resolution declaring the intent of the City of Concord to reimburse itself for capital expenditures incurred in connection with the financing of a fire station and communications building from the proceeds of an installment financing contract to be executed during fiscal year 2024.

2. Consider authorizing the City Manager to negotiate and execute a one year contract extension (Addendum 3) with the Town of Harrisburg for continued treated water purchases from the City of Concord.

The current water Second Contract Addendum expires July 31, 2023. The City of Concord and Harrisburg are engaged in conversations concerning a long term water purchase agreement. Several water use and water source studies are currently underway. It would be beneficial to both parties to execute a third addendum that would extend through June 30, 2024. The agreement includes a temporary raising of the water volumes allowed before incurring a higher rate and the removal of references to paid storage capacities that is no longer relevant since Harrisburg has completed their second elevated storage tank.

Recommendation: Motion to authorize the City Manager to negotiate and execute a one year contract extension with the Town of Harrisburg for continued treated water purchases from the City of Concord.

3. Consider approving the Concord Co-Sponsorship application for the Downtown Concord-Cabarrus Arts Council Art Walk on Union.

The event organizers are requesting assistance for police presence before and during the event, as well as transportation barricades to be provided the Friday before the event and picked up on the Monday following the event. Organizers are also requesting 4 trash cans to be provided by solid waste to be dropped off before the event and picked up after the event.

Recommendation: Motion to approve the Concord Co-Sponsorship application for the Downtown Concord-Cabarrus Arts Council Art Walk on Union taking place on June 24, 2023.

4. Consider approving the Concord Co-Sponsorship application for the Juneteenth Celebration on June 17, 2023 at Caldwell Park.

Event organizer and applicant, Wilma Means and the HBCU Hero Optimist Club, is requesting that the 85/15 revenue split agreement be waived for vendors on site. The applicant is also requesting resources from Concord Police and Concord Fire for a "Bike Rodeo" event during the Juneteenth celebration.

Recommendation: Motion to approve the Concord Co-Sponsorship application for the Juneteenth celebration at Caldwell park to be held June 17, 2023 from 10am-2pm.

5. Consider awarding a bid and authorize the City Manager to execute a contract for Williams Electric Company to provide contract labor and equipment for installation and maintenance of the City of Concord's electric infrastructure.

Six bids were received on 4/20/23 for the provision of contract labor and equipment to install and maintain electric infrastructure to meet customer demands for electric services. Bid package specifications called for hourly pricing for all individual crew positions, work equipment, and for total crew costs. The lowest responsive bid was submitted by Williams Electric Company in the evaluated amount of \$6,077.83 per hour for all possible types of crews and equipment. As a result, Electric Systems staff recommends acceptance of the Williams Electric Company bid and recommends that the City Manager execute a contract to facilitate these services.

Recommendation: Motion to award a bid and authorize the City Manager to execute a contract for Williams Electric Company to provide contract labor and equipment for installation and maintenance of the City of Concord's electric infrastructure.

6. Consider authorizing the City Manager to negotiate and execute a contract with McAdams for full design services for the bond project at David Phillips Activity Center Park Area located at 946 Burrage Road NE in the amount of \$290,620.

City Council adopted the David Phillips Activity Center Park Area Master Plan in September 2020. The existing park, located at 946 Burrage Road, is approximately 10 acres. Parks and Recreation has selected the firm, McAdams, through an RFQ process for professional design services for the park. The original master plan was completed by Viz Design and staff guided the public input process. The project was identified in the General Obligation Bond funded project in group 1. This design phase will include Schematic Design, Design Development Plans, Construction Documents at 50%, 95% and 100% level, architectural services for proposed shelter on the property, and cost estimation services. The park will also serve as a trailhead for the McEachern Greenway along Three Mile Branch with future connectivity Atrium Health Cabarrus Hospital.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with McAdams in the amount of \$290,620 for Full Design services for the David Phillips Activity Center park area.

7. Consider authorizing the City Manager to negotiate and execute a contract with Performance Managed Construction, Inc. for the George Liles-Roberta Farm pavement repair.

In July 2022, a water pipe owned by the City ruptured under the state-owned George Liles Parkway near the intersection of Roberta Farm Ct. SW. Our city crews promptly repaired the pipe and patched the damaged Pavement. The subgrade soils became saturated due to the water spill and when traffic was allowed back on the road it caused additional pavement damage. NCDOT is requiring the City to repair an area of approximately 5,000 square feet pavement.

The project for the repair was put out for bids under the formal bidding process on April 3, 2023 and bids were received on April 24, 2023. Only one bid was received and, as required by G.S. 143- 132, staff was not able to open and the bid was returned to the bidder. The project was then put out for bids a second time on April 25, 2023 and bids were received on May 3, 2023. This time two bids were received and staff was able to open the bids as allowed by G.S.143-132. The lowest responsible bidder was Performance Managed Construction, Inc. in the amount of \$486,205.50.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Performance Managed Construction, Inc. for the repair of damaged pavement on George Liles Blvd. in the amount of \$486,205.50.

8. Consider approving the change in speed limit from 35mph to 25mph for the entire Allen Mills neighborhood in accordance with the City's Speed Limit Change Policy.

The Allen Mills neighborhood requested staff consideration for speed limit signs to be posted due to concerns of speeding along the residential streets. The roads within the Allen Mills neighborhood currently do not have posted speed limits and default to the Citywide Speed Limit of 35mph under City Code Sec. 58-165.

Transportation staff performed a traffic engineering investigation on Old Trace Rd. NW and McGruden Dr. NW. Results of the investigation showed the 85th percentile speeds were 32 and 33mph. The Manual on Uniform Traffic Control Devices (MUTCD) guidelines for speed limits state that a posted speed limit should be within +/-5mph of the 85th percentile speed. With the results of the investigation being within MUTCD guidelines and under the default speed limit, it was the recommendation of Transportation and the Traffic Safety Advisory Committee (TSAC) to not post the 35mph speed limit as posting the current speed limit would likely increase the travel speeds.

The Allen Mills HOA pursued the petition process to reduce the speed limit to 25mph under the City's Speed Limit Change Policy. The City's Policy requires at least 75% of property owners to sign support of the change. 355 of the 466 (76.2%) signed in support of the speed limit change.

Recommendation Motion to approve the change in speed limit from 35mph to 25mph for the entire Allen Mills neighborhood in accordance with the City's Speed Limit Change Policy.

9. Consider authorizing the City Manager to negotiate and execute a contract with Rummel, Klepper & Kahl, L.L.P. for engineering services relating to the intersection improvement of Poplar Tent Road and Harris Road.

At the April 14, 2022, City Council approved entering into an agreement with the North Carolina Department of Transportation for intersection improvements at Poplar Tent Road and Harris Road. In September 2022, the City received letters of interest for the engineering services for this project. Rummel, Klepper & Kahl, L.L. P. (RK&K) was selected by a review committee as the top firm to complete the work. The municipal agreement spells out the approvals required by NCDOT with one of the first ones being a pre-audit conducted by the external audit department of NCDOT of the proposed scope and fee hence the approval is contingent on NCDOT approval. The contract with RK&K would be for the first phase of work which includes roadway design, traffic analysis, NEPA permitting, natural resources & permitting, and location surveys. The contract would be a fixed fee for engineering services not to exceed \$201,840.23. The second phase of final design plans would come back to Council for approval.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Rummel, Klepper & Kahl, L.L.P. for engineering services related to intersection improvements at Poplar Tent Road and Harris Road contingent on NCDOT approval.

10. Consider accepting a preliminary application from James Castonguay

In accordance with City Code Chapter 62, James Castonguay has submitted a preliminary application to receive water service outside the City limits. The property is located at 182 Central Heights Drive. This parcel is zoned county LDR and is developed with a single family house. There is both water and sewer available to the parcel so the recommendation is to require annexation as the parcel is contiguous to the existing city limit.

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

11. Consider making appointments / reappointments to various City of Concord Boards and Commissions and making a reappointment to the CDDC Board of Directors.

Attached is a list of Board and Commission appointments for the City of Concord. This list notes the members that have expiring terms and can or cannot be reappointed.

Recommendation: Motion to make appointments/reappointments to various Boards and Commissions and a reappointment to the CDDC Board of Directors.

VII. Consent Agenda

A. Consider approving a budget ordinance amendment to establish the FSS Escrow Forfeiture Fund and adopt an initial budget.

HUD published the FSS Final Rule June 16, 2022 that established new rules for the forfeiture of escrow funds. The forfeited funds are no longer put back into the original program and used as program funds. Forfeited funds are now to be tracked together regardless of the original program source. Staff felt it was appropriate to track the forfeitures in their own fund to ensure they are kept separate to be spent only the purposes allowed by the final rule.

Recommendation: Motion to approve a budget ordinance amendment to establish the FSS Escrow Forfeiture Fund and adopt an initial budget.

B. Consider authorizing the City Manager to negotiate and execute a contract with Wells Fargo for banking services.

The Finance Department has collected proposals from interested banks for the City's banking services. The proposal for banking services would begin December 1, 2023 and expire November 30, 2026. Staff reviewed each proposal and recommended the contract be awarded to Wells Fargo. Staff is also recommending that lockbox services be moved from Truist to Wells Fargo pending additional investigation/testing to ensure the service would be adequate. Wells Fargo currently serves as the City's central depository and is able to provide all services requested by the City at a competitive price.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Wells Fargo for banking services.

C. Consider readopting a resolution of intent on the matter of closing the right-of-way of an unopened +/- 15-foot wide alley running parallel to Corban Ave. SE.

The Council adopted the resolution at the May meeting but the resolution contained an incorrect date for the hearing. Adopting a corrected resolution would allow for the hearing to be conducted at the July 13, 2023 meeting.

The proposal includes the abandonment of the right -of-way for a +/- 225- foot long alley that runs behind 125 Corban Ave SE. This alley was originally part of the M.L. Widenhouse subdivision, which was platted in 1914. The alley was never opened and is unimproved.

Charles Stapleton and Stephanie Stapleton filed the application, and they are the owners/developers of Greenway Village Park, an eight-unit single family development proposed on adjacent land at 164 Wilkinson Court, SE. The applicant owns a majority of the property adjacent of the alley and each property owner adjacent to the alley will receive half of the portion of the alley being abandoned. However, the General Statutes have a provision to alter the division of the abandoned right-of-way by the filing of a plat, signed by all adjacent owners.

The General Statutes require that the City 1) post signs in two (2) places along the right-of-way; 2) send copies of the approved resolution of intent to all neighboring owners after adoption; and 3) advertise in the newspaper once a week for four (4) successive weeks.

Recommendation: Motion to adopt a revised resolution of intent to correct the public hearing for July 13, 2023.

D. Consider awarding a bid and authorize the City Manager to execute a contract for Lewis Tree Services to provide labor and equipment for maintaining proper line clearance of the City of Concord's electric infrastructure.

Lewis Tree Services submitted a proposal as the apparent low bidder to provide tree trimming services for the City of Concord. Bid package specifications called for hourly pricing for personnel and equipment. The subtotal for labor and equipment for these services is \$9,490.80 per week. As a result, Electric Systems staff recommends acceptance of Lewis Tree Services and recommends that the City Manager execute a contract to facilitate these services.

Recommendation: Motion to award a bid and authorize the City Manager to execute a contract for Lewis Tree Services to provide labor and equipment for maintaining proper line clearance of City of Concord's infrastructure.

E. Consider awarding a bid to authorize the City Manager to execute a services contract for Southern Cross LLC to provide contract labor and equipment to locate the City of Concord's electric infrastructure.

Southern Cross submitted a proposal as the apparent low bidder to provide locating services for the City of Concord. Bid package specifications called for hourly pricing for personnel and equipment. The subtotal for labor and equipment for these services is \$2,456.00 per week. As a result, Electric Systems staff recommends acceptance of Southern Cross and recommends that the City Manager execute a contract to facilitate these services. Bid request were sent to Amerimark and Centerline for locating services and neither company responded by the April 21st, deadline.

Recommendation: Motion to award a bid and authorize the City Manager to execute a contract for Southern Cross to provide contract labor and equipment for locating the City of Concord's infrastructure.

F. Consider authorizing Concord-Padgett Regional Airport to apply for the FY24 North Carolina Department of Transportation Airport Infrastructure Grant.

The N.C. Department of Transportation Airport Infrastructure Grant provides state aid in the form of loans and grants to cities, counties and public airport authorities for the purpose of planning, acquiring, constructing, or improving municipal, county and other publicly owned or controlled airport facilities. Projected FY24 N.C.DOT A.I.P funds of \$2,760,225 are anticipated to be utilized for FY24 Debt Service as well as Hangar Taxi Lane Rehabilitation.

Recommendations: Motion to authorize Concord-Padgett Regional Airport to apply for the FY24 North Carolina Department of Transportation, Airport Infrastructure Grant.

G. Consider authorizing the Concord Police Department to apply for the Fiscal Year 2023 Patrick Leahy Bulletproof Vest Partnership Grant from the United States Department of Justice: Office of Justice programs.

The Patrick Leahy Bulletproof Vest Partnership Grant reimburses agencies up to 50% of the costs of new uniquely fitted bulletproof vests. The Department projects needing to purchase 116 vests over the next two fiscal years at a cost of \$74,820, of which, the City would receive reimbursement of \$37,410 under grant guidelines if the total amount is awarded.

Recommendation: Motion to authorize the Concord Police Department to apply for the Fiscal Year 2023 Patrick Leahy Bulletproof Vest Partnership Grant from the United States Department of Justice: Office of Justice programs.

H. Consider authorizing the city manager to sign a Memorandum of Understanding (MOU) to collaborate with Cannon School to cross the proposed Coddle Creek greenway with a future secondary access for the school.

Cannon School has plans to construct a secondary access across Coddle Creek that would allow them to connect to Poplar Crossing Dr. NW. This secondary access would cross our proposed greenway alignment within a parcel owned by the Needham, Coble and Cook families. The intent of the MOU is for the City to collaborate with Cannon School in the design of a crossing that will allow for the secondary access to cross the greenway alignment. This can be accomplished by the school providing a pedestrian control crosswalk and the future maintenance of the crossing.

Recommendation: Motion to authorize the city manager to sign the attached Memorandum of Understanding with Cannon School for the future Coddle Creek Greenway.

I. Consider approving the purchase of a 0.235-acre easement for the proposed Coddle Creek Greenway from Cannon School.

The easement area along this section of the greenway is 0.235 acres. The purchase price is \$500. The property is critical for greenway connectivity from Dorton Park to Weddington Road and to the existing greenway along George Liles.

Recommendation: Motion to authorize the purchase of a 0.235-acre easement for the proposed Coddle Creek Greenway for \$500.00 from Cannon School.

J. Consider authorizing the City Manager to negotiate an easement agreement for 3 areas with Cabarrus County at Cox Mill Elementary School Property for Jim Ramseur Park and greenway connectivity.

The new Jim Ramseur Park will be developed at 1252 Cox Mill Road, directly adjacent to the Cox Mill Elementary School Campus, which also includes Athletic Fields currently under lease by the City of Concord. The original easements were approved by the Cabarrus County Board of Commissioners in June 2022 and City Council in July 2022. The easements are needed to be changed to remove the County conservation property and allow for additional infrastructure and connectivity for the park. The easement request consists of approximately 4.09 acres adjacent to and including the existing driveway for additional access to the park, improvements to the driveway, maintenance access for the new park and the fields, and a multi-use path connection for the future greenway and infrastructure for the new maintenance building and park. The easement will include a 20- foot sidewalk easement along Cox Mill Road to install a public sidewalk in the future to assist with connectivity and future greenway access for area neighborhoods. All easements have been approved by the Cabarrus County Board of Education and the Cabarrus County Board of Commissioners.

Recommendation: Motion to authorize the City Manager and City Attorney to execute three (3) permanent easements with Cabarrus County at Cox Mill Elementary School for the future development of Jim Ramseur Park and Clarke Creek Greenway and neighborhood connectivity.

K. Consider authorizing the City Manager to execute the 2023 Carolina Thread Trail Implementation Grant agreement in the amount of \$70,000.

The City of Concord was awarded the 2023 Implementation Grant from Carolina Thread Trail in the amount of \$70,000. Acceptance of the 2023 Carolina Thread Trail Implementation Grant agreement will help fund the construction of the Irish Buffalo Creek Greenway within Caldwell Park with future connection to Lincoln Street and Melrose Drive.

Recommendation: Motion to authorize the City Manager to execute the 2023 Carolina Thread Trail Implementation Grant agreement attached and approve the attached project amendment to appropriate the funds.

L. Consider establishing the 2023 filing fees for the seats of Council Members.

The NC General Statutes gives City Council the authority to establish filing fees. Per the Statutes, "the fee shall not be less than \$5 nor more than one percent (1%) of the annual salary". Based upon this formula, the 2023 filing fees will be \$106 for each Council Member's seat.

Recommendation: Motion to establish the 2023 filing fees as \$106 for the Council Member seats.

M. Consider approving a contribution in the amount of \$2,500 from the Mayor's Golf Tournament Fund to the Cabarrus County Youth Orchestra and to adopt a budget ordinance appropriating the funds.

Cabarrus County Youth Orchestra is a nonprofit extracurricular music education program that serves Cabarrus County School students grades K-12. Focus is on the art of playing instruments that make up the violin family (violin, viola, cello and double bass). CCYO's inaugural season will begin in the Fall of 2023. Classes will be held after school in downtown Concord at a location soon to be determined. Classes include elementary music for grades K-3, and beginning, intermediate and advanced strings classes for students in grades 4-12. CCYO is requesting the funds to assist in equipping the program.

Recommendation: Motion to approve a contribution in the amount of \$2,500 from the Mayor's Golf Tournament Fund to the Cabarrus County Youth Orchestra.

N. Consider accepting an Offer of Dedication of utility easements and public rights-of-ways in various subdivisions.

In accordance with CDO Article 5, the following final plats and easements are now ready for approval: Piper Landing Phase 3 Map 1, Annsborough Park Phase 2 Map 1, and Cannon Run Phase 1-B. Various utility easements and public rights-of-ways are offered by the owners.

Recommendation: Motion to accept the offer of dedication on the following plat and easements: Piper Landing Phase 3 Map 1, Annsborough Park Phase 2 Map 1, and Cannon Run Phase 1-B.

O. Consider accepting an offer of infrastructure at Kasen Bluff Subdivision, Highway 29 Mini-Storage, Evolve Apartments, The Goddard School, Steris-Charlotte offsite reprocessing center, and Amalia Street NE.

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: 821 LF of 8-inch water line, 31 LF of 6-inch water line, 309 LF of 2-inch water line, 9 valves and 3 fire hydrants, 1,611 LF of 8-inch sanitary sewer line, 11 manholes. 2,753 LF of roadway.

Recommendation: Motion to accept an offer of infrastructure at Kasen Bluff Subdivision, Highway 29 Mini-Storage, Evolve Apartments, The Goddard School, Steris-Charlotte offsite reprocessing center, and Amalia Street, NE.

P. Consider adopting a capital project ordinance amendment for the Affordable Housing Fund.

The amendment is needed to increase the budgeted amount by \$125,912 to account for actual revenue.

Recommendation: Motion to adopt a capital project ordinance amendment for the Affordable Housing Fund.

Q. Consider adopting an ordinance to amend the Airport operating budget to adjust budget to year end actual projections.

The attached budget amendment adjusts the Airport operating budget to year end projections.

Recommendation: Motion to adopt an ordinance to amend the Airport operating budget to adjust budget to year end actual projections.

R. Consider authorizing the City Manager to accept and execute Federal Aviation Administration Grant Offer 3-27-0015-016-2023 in the amount of \$1,413,227 for Airport Improvement Projects at Concord-Padgett Regional Airport and adopt a budget ordinance appropriating the grant funds.

The Aviation Department has received confirmation the grant amount this year will be \$1,413,227. FY23 grant funds will include the following projects: Hangar Taxi Lane Rehabilitation, the Hangar Taxi Lane Rehabilitation have been approved by FAA..

Recommendation: Motion to approve the City Manager to accept and execute the grant agreement and to adopt a budget ordinance appropriating the grant funds.

S. Consider adopting an ordinance to amend the Airport project budget to cleanup various project budgets.

The attached budget ordinance adjusts the budget for various projects based on actuals.

Recommendation: Motion to adopt an ordinance to amend the Airport project budget to cleanup various project budgets.

T. Consider adopting two American Rescue Plan Fund grant project budget amendments and a General Fund operating budget amendment.

The attached budget ordinances reflect changes to how the American Rescue Plan funds will be spent. Staff became aware of the potential eligibility of additional salaries under the category "Responding to COVID and Its Negative Economic Impact," specifically expenditure category 3.2. The City is eligible to use the funds not previously applied in the Revenue Replacement category to hire new employees in any position to fill a specified number of positions above its pre -pandemic baseline. Based on the guidance provided by the US Department of Treasury, the City can use these funds for 41 positions hired since 3/3/21. Staff is recommending that the City spend \$6,255,872 of the City's ARPA allocation in this manner. These expenditures reduce the compliance burden and ensure the funds will be spent in a timely manner. The City will then use the freed up General Fund dollars to fund the previously planned ARPA projects; however, these projects will no longer have the compliance burden associated with ARPA. The first American Rescue Plan amendment removes the grant funding for the previously considered projects and moves the planned use to a transfer to the General Fund to cover salaries and benefits for those eligible new hires since 3/3/21. The second American Rescue Plan amendment allocates the funds being transferred back into the project fund from the General Fund to cover the previously considered projects. The General Fund budget amendment appropriates the funds received from the ARPA fund back to the grant fund to cover the non-grant items that these freed up funds will fund.

Recommendation: Motion to adopt two American Rescue Plan Fund grant project budget amendments and a General Fund operating budget amendment.

U. Consider adopting an ordinance to amend the Electric operating budget to adjust budget to year end actual projections.

The attached budget ordinance adjusts the Electric fund budget to year end projections.

Recommendation: Motion to adopt an ordinance to amend the Electric operating budget to adjust budget to year end actual projections.

V. Consider adopting an ordinance to amend the General Fund operating budget to adjust budget to year end actual projections.

The attached budget ordinance adjusts the General Fund budget to year end projections.

Recommendation: Motion to adopt an ordinance to amend the General Fund operating budget to adjust budget to year end actual projections.

W. Consider adopting an ordinance to amend the Golf budget to adjust budget to year end actual projections.

The attached budget amendment adjusts the Golf budget to year end projections.

Recommendation: Motion to adopt an ordinance to amend the Golf budget to adjust budget to year end actual projections.

X. Consider adopting an ordinance to amend the Housing Operations budget to adjust budget to year end actual projections.

The attached budget ordinance amends the Housing Operations budget to estimated year end actuals.

Recommendation: Motion to adopt an ordinance to amend the Housing Operations budget to adjust budget to year end actual projections.

Y. Consider adopting an ordinance to amend the Housing Vouchers budget to adjust to year end estimates.

The attached budget ordinance amends the Vouchers budget to estimated year end actuals.

Recommendation: Motion to adopt an ordinance to amend the Housing Vouchers budget.

Z. Consider adopting an ordinance to amend the Internal Service Fund budget to year end actual projections.

The attached budget ordinance amendment adjusts the Internal Service Fund budget to year end projections.

Recommendation: Motion to adopt an ordinance to amend the Internal Service Fund budget to year end actual projections.

AA. Consider adopting an ordinance to amend the Market Rate Units Fund budget to adjust to year end estimates.

The attached budget ordinance amends the Market Rate Units Fund budget to estimated year end actuals.

Recommendation: Motion to adopt an ordinance to amend the Market Rate Units Fund budget to adjust to year end estimates.

BB. Consider adopting an ordinance to amend the Municipal Service District Fund operating budget to adjust budget to year end actual projections.

The attached budget ordinance adjusts the Municipal Service District fund budget to year end projections.

Recommendation: Motion to adopt an ordinance to amend the Municipal Service District Fund operating budget to adjust budget to year end actual projections.

CC. Consider adopting an ordinance to amend the Parks and Recreation project budget to cleanup the J E Jim Ramseur project budget.

The attached budget amendment cleans up the J E Jim Ramseur project budget based on actual amounts to date.

Recommendation: Motion to adopt an ordinance to amend the Parks and Recreation project budget to cleanup the J E Jim Ramseur project budget.

DD. Consider adopting an ordinance to amend the Stormwater Fund operating budget to adjust budget to year end actual projections.

The attached budget ordinance adjusts the Stormwater fund budget to year end projections.

Recommendation: Motion to adopt an ordinance to amend the Stormwater Fund operating budget to adjust budget to year end actual projections.

EE. Consider adopting an ordinance to amend the Transportation Capital Project fund budget to cleanup various project budgets.

The attached budget ordinance amendment allocates savings from the TMC project to the Upfit-Cabarrus County facility project.

Recommendation: Motion to adopt an ordinance to amend the Transportation Capital Project fund budget to cleanup various project budgets.

FF. Consider adopting an ordinance to amend the Wastewater Fund operating budget to adjust budget to year end actual projections.

The attached budget ordinance adjusts the Wastewater fund budget to year end projections.

Recommendation: Motion to adopt an ordinance to amend the Wastewater Fund operating budget to adjust budget to year end actual projections.

GG. Consider adopting an ordinance to amend the Wastewater project budget to cleanup various project budgets.

The attached budget amendment cleans up system development fee revenue based on actual amounts to date and allocates undesignated funds to the future projects account.

Recommendation: Motion to adopt an ordinance to amend the Wastewater project budget to cleanup various project budgets.

HH. Consider adopting an ordinance to amend the Water Fund operating budget to adjust budget to year end actual projections.

The attached budget ordinance adjusts the Water fund budget to year end projections.

Recommendation: Motion to adopt an ordinance to amend the Water Fund operating budget to adjust budget to year end actual projections.

II. Consider amending the City's Personnel Policies and Procedures manual to add 6.3 Leave Without Pay (Exclusive of the Family and Medical Leave Act).

Staff recommends an update to the City's Personnel Policies and Procedures manual to reflect the City's current practice associated with employee eligibility for leave without pay.

Recommendation: Motion to amend the City's Personnel Policies and Procedures manual to add Article 6.3 Leave Without Pay (Exclusive of the Family and Medical Leave Act) to the City's Personnel Policies and Procedures manual.

JJ. Consider approving the transfer of delinquent miscellaneous receivables to collection losses.

In preparation for year-end closing of the accounting records and preparing for the annual independent audit, staff must review accounts receivable balances to determine if any balances are uncollectable. The accounts that are deemed uncollectable should be transferred to collection losses. Miscellaneous receivables that have been classified as uncollectable amount to \$3,175.06. Staff continues to work with legal to pursue collection methods available as well as using the Debt Setoff Program offered through the State and a private contract for collections.

Recommendation: Motion to approve the transfer of delinquent miscellaneous receivables to collection losses.

KK. Consider adopting a resolution transferring delinquent accounts to collection loss.

Some Market Rate Unit residents have moved out of their dwelling units leaving balances on their accounts. The Housing Department has attempted to collect these amounts but have been unsuccessful. It is now appropriate to adopt a resolution transferring the delinquent accounts to collection losses. Efforts will continue to collect these losses.

Recommendation: Motion to adopt a resolution to write-off the delinquent accounts in the amount of \$1,208.49.

LL. Consider adopting a resolution transferring delinquent accounts to collection loss.

Some Public Housing residents have moved out of their dwelling units leaving balances on their accounts. The Housing Department has attempted to collect these amounts but have been unsuccessful. It is now appropriate to adopt a resolution transferring the delinquent accounts to collection losses. Efforts will continue to collect these losses.

Recommendation: Motion to adopt a resolution to write-off the Public Housing delinquent accounts in the amount of \$22,528.17.

MM. Consider acceptance of the Tax Office reports for the month of April 2023.

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 April 2023.

NN. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of April 2023.

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

Recommendation: Motion to approve the Tax releases/refunds for the month of April 2023.

OO. Receive monthly report on status of investments as of April 30, 2023.

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.

VIII. Matters not on the Agenda

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

IX. General Comments by Council of Non-Business Nature

X. Closed Session (If Needed)

XI. 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.

March 30, 2023

Ms. Jessica Jones
Finance Director
City of Concord

Subject: Water and Sewer System Development Fees for FY 2024

Via Email

Dear Ms. Jones:

Raftelis Financial Consultants, Inc. (“Raftelis”) has completed an evaluation to develop cost-justified water and sewer system development fees for fiscal year (“FY”) 2024 for consideration by the City of Concord (“City”). This report documents the results of the analysis, which was based on an approach for establishing system development fees set forth in North Carolina General Statute 162A Article 8 – “System Development Fees.” The purpose of this report is to summarize Raftelis’ conclusion related to cost justified water and sewer system development fees.

The preparation of this report was developed by Raftelis for the City based on a specific scope of work agreed to by both parties. The scope of Raftelis’ work consisted of completing a calculation of cost justified water and sewer system development fees using common industry practices and industry standards. We provide no opinion on the legality of the system development fees implemented by the City. It is the responsibility of the City to ensure compliance of the system development fees with North Carolina General Statute 162A Article 8 – “System Development Fees.” The scope of work did not include any additional work other than the calculation associated with the system development fees, such as opinions or recommendations on the administration of these fees, the timing and use application of revenues from the collection of these fees, etc., as that is the responsibility of the City.

In developing the conclusions contained within this report, Raftelis has relied on certain assumptions and information provided by the City, who is most knowledgeable of the water and sewer system, its finances, etc. Raftelis has not independently verified the accuracy of the information provided by the City. We believe such sources are reliable and the information obtained to be reasonable and appropriate for the analysis undertaken and the conclusions reached. The conclusions contained in this report are as of the stated date, for a specific use and purpose, and made under specific assumptions and limiting conditions. The reader is cautioned and reminded that the conclusions presented in this report apply only as to the effective date indicated. Raftelis makes no warranty, expressed or implied, with respect to the opinions and conclusions contained in this report. Any statement in this report involving estimates or matters of opinion, whether or not specifically designated, are intended as such, and not as representation of fact.

Background

System development fees are one-time charges assessed to new water and/or sewer customers for their use of system capacity and serve as an equitable method by which to recover up-front system capacity costs from those using the capacity. North Carolina General Statute 162A Article 8 (“Article 8”) provides for the uniform authority to implement system development fees for public water and sewer systems in North Carolina and was passed by the North Carolina General Assembly and signed into law on July 20, 2017, and was modified by Session Law

2021-76 and House Bill 344, which was approved on July 2, 2021. According to the statute, system development fees are required to be adopted in accordance with the conditions and limitations of Article 8, and the fees are required to conform to the requirements set forth in the Article no later than July 1, 2018. In addition, the system development fees must also be prepared by a financial professional or licensed professional engineer, qualified by experience and training or education, who, according to the Article, shall:

- Document in reasonable detail the facts and data used in the analysis and their sufficiency and reliability.
- Employ generally accepted accounting, engineering, and planning methodologies, including the buy-in, incremental cost or marginal cost, and combined cost methods for each service, setting forth appropriate analysis to the consideration and selection of an approach appropriate to the circumstances and adapted as necessary to satisfy all requirements of the Article.
- Document and demonstrate the reliable application of the methodologies to the facts and data, including all reasoning, analysis, and interim calculations underlying each identifiable component of the system development fee and the aggregate thereof.
- Identify all assumptions and limiting conditions affecting the analysis and demonstrate that they do not materially undermine the reliability of conclusions reached.
- Calculate a final system development fee per service unit of new development and include an equivalency or conversion table for use in determining the fees applicable for various categories of demand.
- Consider a planning horizon of not less than five years, nor more than 20 years.
- Use the gallons per day per service unit that the local government unit applies to its water or sewer system engineering for planning purposes for water or sewer, as appropriate, in calculating the system development fee.

This letter report documents the results of the calculation of water and sewer system development fees for FY 2024 in accordance with these requirements. In general, system development fees are calculated based on (1) a cost analysis of the existing or planned infrastructure that is in place, or will be constructed, to serve new capacity demands, and (2) the existing or additional capacity associated with these assets. Article 8 is relatively explicit in the identification of infrastructure assets that may be included as part of the system development fee calculation, as the Article defines allowable assets to include the following types, as provided in Section 201: *“A water supply, treatment, storage, or distribution facility, or a wastewater collection, treatment, or disposal facility providing a general benefit to the area that facility serves and is owned or operated, or to be owned or operated, by a local governmental unit. This shall include facilities for the reuse or reclamation of water and any land associated with the facility.”*

Therefore, the method used to calculate system development fees for the City included system facility assets that satisfied this definition.

Article 8 references three methodologies that could be used to calculate system development fees. These include the buy-in method, the incremental cost method, and the combined cost method. A description of each of these methods is included in the following paragraphs:

Capacity Buy-In Method:

Under the Capacity Buy-In Method, a system development fee is calculated based on the proportional cost of each user’s share of existing system capacity. This approach is typically used when existing facilities can provide adequate capacity to accommodate future growth. The cost of capacity is derived by dividing the estimated value of existing facilities by the current capacity provided by existing facilities. Adjustments to the value of existing facilities are made for developer contributed assets, grant funds, and outstanding debt.

Incremental Cost Method:

Under the Incremental Cost (or Marginal Cost) Method, a system development fee is calculated based on a new customer's proportional share of the incremental future cost of system capacity. This approach is typically used when existing facilities have limited or no capacity to accommodate future growth. The cost of capacity is calculated by dividing the total cost of growth-related capital investments by the additional capacity provided as a result of the investments.

Combined Method:

Under the Combined Method, a system development fee is calculated based on the blended value of both the existing and expanded system capacity. As such, it is a combination of the Capacity Buy-In and Incremental Cost methods. This method is typically used when existing facilities provide adequate capacity to accommodate a portion of the capacity needs of new customers, but where significant investment in new facilities to address a portion of the capacity needs of future growth is also anticipated, or where some capacity is available in parts of the existing system, but incremental capacity will be needed for other parts of the system to serve new customers at some point in the future.

The Buy-In Method was used to calculate both the water and sewer system development fees for the City, since there are no significant capacity-adding projects planned in the City's 5-year capital improvement plan (CIP).

System Development Fee Calculation – Buy-In Approach

Step 1 – Estimate the Replacement Value of System Facilities and Apply Adjustments

A listing of fixed assets provided by the City, as of June 30, 2022, was reviewed and each individual asset was categorized into one of the categories shown in Table 1.

Table 1. Fixed Asset Categories

Water & Sewer System
Improvements/Buildings
Water/Sewer Lines
Water Plant
Equipment
Vehicles

Assets in categories identified as "Equipment" and "Vehicles" and several office building assets within "Improvements" were excluded from the calculation of system value as these assets were not specifically identified as allowable under Article 8.

Next, the replacement value of existing assets in allowable categories was estimated. Each asset's net book value was escalated to 2022 dollars based on the year the asset was purchased and the corresponding escalation factor for that year. Escalation factors for each year were developed using the Handy-Whitman index, which is an industry accepted method by which to value system facilities. The estimated RCNLD values for the water and sewer system assets allowable under Article 8 are summarized in Tables 2 and 3, respectively.

Table 2. Water System Value (RCNLD)

Description	RCNLD Value
Improvements/Building/Water Plants	\$16,379,023
Waterlines	\$165,269,969
Total	\$181,648,992

Table 3. Sewer System Value (RCNLD)

Description	RCNLD Value
Improvements/Buildings	\$1,366,488
Sewer lines	\$151,739,888
Total	\$153,106,376

As shown in Table 2, the RCNLD value of the water system was estimated to be approximately \$181.6 million, and, as shown in Table 3, the RCNLD value of the sewer system was estimated to be approximately \$153.1 million. Several additional adjustments were made to the estimated water and sewer system RCNLD values in accordance with Article 8, as described below.

Developer Contributed Assets:

The listing of fixed assets was reviewed to identify assets that were contributed, or paid for, by developers. The City tracks assets that were contributed by developers since 1986 and identifies them in the fixed asset information. These assets were subtracted from the RCNLD value, as these assets do not represent an investment in system capacity by the City. The value of contributed assets for water and sewer lines installed prior to 1986 was estimated, though these assets are minimal since the oldest water/sewer line with a net book value had an installation date of 1981. The total estimated RCNLD value of contributed water and sewer system assets was estimated to be approximately \$62.8 million and \$81.6 million for the water and sewer systems, respectively.

Construction Work in Progress:

The City has several growth-related projects that were completed in fiscal year 2023 or under construction and will be completed by the end of fiscal year 2023 for both the water and sewer systems. These projects have not yet been booked to fixed assets but were added to the total system values. The total construction work in progress for the water and sewer systems is approximately \$3.3 million and approximately \$0.78 million, respectively.

Debt Credit:

In calculating the system development fees for the City, a debt credit was included in the calculation. The debt credit is applied to reflect that a portion of the outstanding debt associated with system facilities could be repaid with water and sewer user charges and a portion could be repaid with system development fee revenues. The adjustment is made to prevent recovering the cost of the assets twice, once when assessing system development fees to new customers, and then again when these customers pay user charges. The City is using revenues from system development fees towards cash funding its capital improvement plan. As a result, the full outstanding debt service for both the water and the sewer system was used as the debt credit, which was approximately \$14.4 million for the water system and approximately \$4.5 million for the sewer system.

The resulting adjustments to the water and sewer RCNLD values are summarized in Table 4.

Table 4. Calculation of Buy-In Water and Sewer System Value

Description	Amount
Water System:	
System Facilities RCNLD	\$181,648,992
Less: Developer Contributed Assets	-62,804,711
Less: Credit for Outstanding Debt	-14,391,327
Plus: Construction in Progress	3,289,267
Net Water System Value	\$107,742,221
Sewer System:	
System Facilities RCNLD	\$153,106,376
Less: Developer Contributed Assets	-81,626,995
Less: Credit for Outstanding Debt	-4,512,044
Plus: Construction in Progress	778,780
Net Sewer System Value	\$67,746,118

Step 2 – Calculate the Unit Cost of System Capacity

The cost per unit of system capacity was calculated by dividing the adjusted RCNLD values (derived in Step 1) by the water and sewer system capacities. The City of Concord owns and operates two treatment plants, the Coddle Creek and the Hillgrove Water Treatment Facilities which have a rated capacity of 24 MGD. However, the raw water safe yields limit the capacity of these two plants to 13.64 MGD. The City also obtains 3 MGD of treated water from the City of Albemarle. The total treated water capacity of the system is 16.64 MGD (13.64 + 3.0). Therefore, the cost per unit of system capacity for the water system was calculated to be \$6.47 per gallon, per day (\$107.7 million ÷ 16.64 MGD).

The City of Concord conveys all of its sewer flow to the Rocky River Wastewater Treatment plant which is owned and operated by the Water and Sewer Authority of Cabarrus County (“WSACC”). The amount of current treatment capacity reserved by the City is estimated to be 16.4 MGD.¹

Step 3 – Estimate the Amount of Capacity Per Service Unit of New Development

Section 205 of Article 8 states that the system development fee calculation “...use the gallons per day per service unit that the local governmental unit applies to its water or sewer system engineering for planning purposes for water or sewer, as appropriate, in calculating the system development fee.” For the water system, one ERU of peak day capacity was defined to be 252 gallons per day (“GPD”). This amount was estimated based on information using recent US census information and information contained in the City of Concord Water System Master Plan prepared for the City.² This report states that the average per capita consumption per day from 2011 to 2019 for residential customers was estimated to be 55.2 GPD. The master plan documented that on average from 2007 to 2019 the system’s maximum day level of demand was 1.4 times its average day demand. In addition, the master plan documented the average water loss factor was 9%. The most recent US census information for City of Concord indicates the average number of people per household in the City of Concord is 2.85 people. Therefore, the peak

¹ This data was obtained from a technical memorandum prepared by Willis Engineers on November 17, 2021 regarding a wastewater flow evaluation conducted for the Water and Sewer Authority of Cabarrus County.

² City of Concord Water System Master Plan, prepared by Hazen, February, 2021.

day capacity requirement associated with one water service unit of new residential development was estimated to be 252 GPD based on the following calculation:

- Residential average per capita per day consumption is 55.2 gallons per day
- × People per household of 3 (rounded up from 2.85)
- × System peak day factor of 1.4
- × Water loss factor of 1.09
- = Maximum-day water capacity for *single-family* residential of 252 GPD

For the sewer system, one ERU of peak day capacity is based on an adjusted minimum daily sewage design flow rate of 160 gallons per day (“GPD”) for a 1 or 2-bedroom dwelling (single-family³ or multi-family⁴ dwelling). Each additional bedroom in the dwelling adds 80 gallons per day. The ERU for a *single-family* dwelling was established as 280 gpd (3.5 bedrooms), using the adjusted sewer flow gpd and the average number of bedrooms for single-family residences in WSACC’s service area as documented in a technical memorandum prepared for WSACC⁵.

Step 4 – Calculate the System Development Fee for One Single-Family Residential ERU

The system development fee for one Single-Family ERU was calculated by multiplying the unit cost of capacity from Step 2 by the capacity demanded by one ERU from Step 3. The calculations are provided in Table 5.

Table 5. Calculation of Water and Sewer System Development Fees for One Single-Family ERU

Description	Amount
Water System:	
Net System Value	\$107,742,221
System Capacity (MGD)	16.64
Unit Cost of Capacity (\$ / gallon per day)	\$6.47
Capacity Required for 1 ERU (gallons per day)	252.0
System Development Fee per Single-Family ERU	\$1,632
Sewer System:	
Net System Value	\$67,746,118
System Capacity (MGD)	16.4
Unit Cost of Capacity (\$ / gallon, per day)	\$4.14
Capacity Required for 1 ERU (gallons per day)	280.0
System Development Fee per Single-Family ERU	\$1,159

³ Residential Flow Approval Letter; North Carolina Department of Environmental Quality; December 20, 2021.

⁴ Residential Flow Approval Letter; North Carolina Department of Environmental Quality; February 1, 2022.

⁵ WSACC Wastewater Flow Rate Evaluation Technical Memorandum; Willis Engineers; November 17, 2021.

Step 5 – Scale the System Development Fees for Various Categories of Demand

The system development fees for various categories of demand associated with non-residential customers were scaled using water meter capacity ratios. The scaling factors were based on rated meter capacities for each meter size, as published by the American Water Works Association in Principles of Water Rates, Fees, and Charges, as shown in Table 6.⁶

Table 6. Meter Capacities and Scaling Factors by Meter Size

Meter Size	Rated Meter Capacity (gpm)	Scaling Factor
3/4"	30	1.0
1"	50	1.67
2"	160	5.33
4"	500	16.67
6"	1,000	33.33
8"	1,600	53.33
10"	4,200	140.0
12"	5,300	176.67

gpm = Gallons per minute

Maximum Cost Justified System Development Fees by Meter Size

The calculated water system development fee under the Buy-In Approach for a Single-Family water customer is \$1,632.00 and the calculated sewer system development fee for Single-Family sewer customer is \$1,159.00. The system development fees for various categories of demand for non-residential customers are scaled by applying the water meter capacity ratios shown in Table 6. The resulting water and sewer system development fees shown in Table 7 represent the maximum cost justified level of system development fees that can be assessed by meter size by the City of Concord per Article 8. If the City chooses to assess fees that are less than those shown in the table, the adjusted fee amounts should still reflect the scaling factors by meter size, as shown in Table 6.

Table 7. Water and Sewer System Development Fees by Meter Size

Meter Size	Water Fee	Sewer Fee
3/4"	\$1,632	\$1,159
1"	\$2,719	\$1,931
2"	\$8,702	\$6,180
4"	\$27,195	\$19,313
6"	\$54,389	\$38,625
8"	\$87,023	\$61,801
10"	\$228,434	\$162,227
12"	\$288,262	\$204,714

⁶ Manual of Water Supply Practices (M1), Principles of Water Rates, Fees, and Charges, American Water Works Association, 7th Edition, Table VII.2-5 on p. 338.

Maximum Cost Justified System Development Fees for Residential Customers

The City of Concord assesses the system development for residential customers on a *per unit* basis. To calculate the system development fee for multi-family customers, the ERU was adjusted to reflect the usage for a multi-family unit with one or two-bedrooms.

As mentioned previously, the average per capita per day water consumption for residential customers is 55.2 gallons per day. For multi-family units with one or two bedrooms, the ERU was estimated to be 168 gallons per day, as follows:

Residential average per capita per day consumption is 55.2 gallons per day

× People per household of 2 (1 or 2-bedroom units)

× System peak day factor of 1.4

× Water loss factor of 1.09

= Maximum-day water capacity for a *multi-family* residential unit with one or two bedrooms is 168 GPD

As mentioned previously, for the sewer system, one ERU of peak day capacity is based on an adjusted minimum daily sewage design flow rate of 160 gallons per day (“GPD”) for a 1 or 2 single-family **or multi-family dwelling**. The sewer ERU for a *multi-family dwelling* with one or two bedrooms was established as 160 gpd.

The maximum sewer system development fees per unit for residential customers is shown below in Table 8.

Table 8. Calculation of Maximum System Development Fees per Residential Unit

Description	Amount
Water System Unit Cost of Capacity (\$ / gallon per day)	\$6.47
Capacity Required for 1 ERU (gallons per day) – Multi-Family (1 or 2 Bedrooms)	168.0
System Development Fee per ERU – Multi-Family (1 or 2 Bedrooms)	\$1,088
Capacity Required for 1 ERU (gallons per day) – Single-Family (or Multi-Family > 2 bedrooms)	252.0
System Development Fee per ERU – Single-Family (or Multi-Family > 2 bedrooms)	\$1,632
Sewer System Unit Cot of Capacity (\$ / gallon per day)	\$4.14
Capacity Required for 1 ERU (gallons per day) – Multi-Family (1 or 2 Bedrooms)	160.0
System Development Fee per ERU – Multi-Family (1 or 2 Bedrooms)	\$662.00
Capacity Required for 1 ERU (gallons per day) – Single-Family (or Multi-Family > 2 bedrooms)	280.0
System Development Fee per ERU – Single-Family (or Multi-Family > 2 bedrooms)	\$1,159

We appreciate the opportunity to assist the City of Concord with the calculation of its water and sewer system development fees. Should you have questions or need any additional information, please do not hesitate to contact me at 704-936-4436.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.

A handwritten signature in black ink that reads "Elaine Conti". The signature is written in a cursive, flowing style.

Elaine Conti
Executive Vice President

Jefferson W. Brown
Attorney at Law

T 704 331 1144
F 704 378 1925
jeffbrown@mvalaw.com

Moore & Van Allen PLLC

100 North Tryon Street
Suite 4700
Charlotte, NC 28202-4003

MEMORANDUM TO: Mayor Dusch and Members of Concord City Council

DATE: May 25, 2023

RE: Request for Charlotte Planning/Dev. Jurisdiction for 11.54 Acre “Orphan” Portion in Concord as part of Overall 48.21 Acre Parcel within Kings Grant Property Behind Concord Mills Mall

Dear Mayor Dusch and Members of Concord City Council:

Our firm is assisting Childress Klein Properties in connection with its ownership and development plans for a 48.21-acre parcel next door and to the east of Concord Mills, 36.67 acres of which are located within Charlotte planning/development jurisdiction and 11.54 acres within Concord (**see attached materials**).

The 11.54-acre Concord portion is an “orphan” piece that more logically should be developed along with the overall 48.21-acre parcel in a unified manner consistent with the plans for the 36.67-acre portion that was zoned for multi-family purposes unanimously by Charlotte City Council in December 2021.

Concord zoning allows multi-family uses but with different design related standards, so that it makes much more sense to allow the Charlotte planning/dev. regulations to govern the entire 48.21 acres; this will promote a preferred unified design without artificial barriers that would result in a less desirable street/sidewalk network if the overall property was developed under 2 conflicting sets of regulations.

Sections 160D-203 & 204 the State Planning/Development Act provides that upon adoption of resolutions by each elected body the Charlotte planning/dev. regulations may apply to the Concord portion without affecting taxation or other non-regulatory matters. This would take place simultaneously upon the later approval by Charlotte City Council of a rezoning petition to include the 11.54-acre Concord portion.


We appreciate our work to date with Concord officials in their review of this “orphan” parcel situation as well as the consideration provided to date by Mayor Dusch and Councilmember McKenzie, within whose district the 11.54-acre Concord portion resides.

Please see attached a more detailed background summary and graphics illustrating the unique “orphan” nature of the Concord portion and why allowing the Charlotte planning/development regulations to apply to the overall 48.21-acre parcel makes sense in this instance.

Discussions have taken place with Charlotte planning officials as well as Councilmember Ed Driggs, who chairs the Charlotte City Council Transportation, Planning and Dev. Committee, and Mayor Lyles. We plan to request a similar resolution of support from Charlotte City Council in the coming weeks.

If you have any questions or would like to discuss this matter further, please feel free to contact me.

Sincerely,



Jeff Brown (C: 704-906-2344, O: 704-331-1144)

- Cc: - Lloyd Payne, Steve Osborne & Kevin Ashley, City of Concord
- Mayor Vi Lyles, Councilmember Ed Driggs & Planning/Zoning Coordinator David Pettine
- Kelly Dunbar, Fred Klein, III, Landon Wyatt, Jon Wilson (Childress Klein) & Keith MacVean

REQUEST FOR APPLICATION OF SEC. 160D-203 & 204 SPLIT JURISDICTION AUTHORITY
48.21 Total Acre Parcel within Kings Grant Property with 11.54 Acre “Orphan” Portion in Concord
O c{ '47, 2023

CONTEXT (see attached graphic depictions):

- Childress Klein Properties entity (“Childress Klein”) owns a 48.21-acre parcel (the “Overall Parcel”) next door and to the east of Concord Mills Mall. 36.67 acres of the Overall Parcel is located within Charlotte ETJ (the “Charlotte Portion”) and was zoned R-22 MF(CD) in December of 2021 as part of Kings Grant (Rez. Pet. #2021-028; the “2021 Rezoning”) to allow up to 488 multi-family units.
- The remainder of the Overall Parcel consists of an “orphan” 11.54-acre portion located in Concord and zoned to allow multi-family uses but with different land use/development regulations than Charlotte; this creates different development requirements that hinder a unified development of the Overall Parcel.
- Childress Klein desires to have Charlotte planning and development regulations apply to all of the Overall Parcel to promote a preferred unified development of a well-designed quality apartment community without artificial barriers and a less desirable street/sidewalk network.
- Charlotte City Council unanimously approved the 2021 Rezoning which referenced the possible development of the Concord Portion for an additional 212 units as part of a unified development.
- In fact, the approved transportation impact study and resulting roadway improvements required by the 2021 Rezoning accounted for a total of 700 units on the Overall Parcel - 488 units on the Charlotte Portion and 212 on Concord Portion. Charlotte Water plans to serve the combined development.

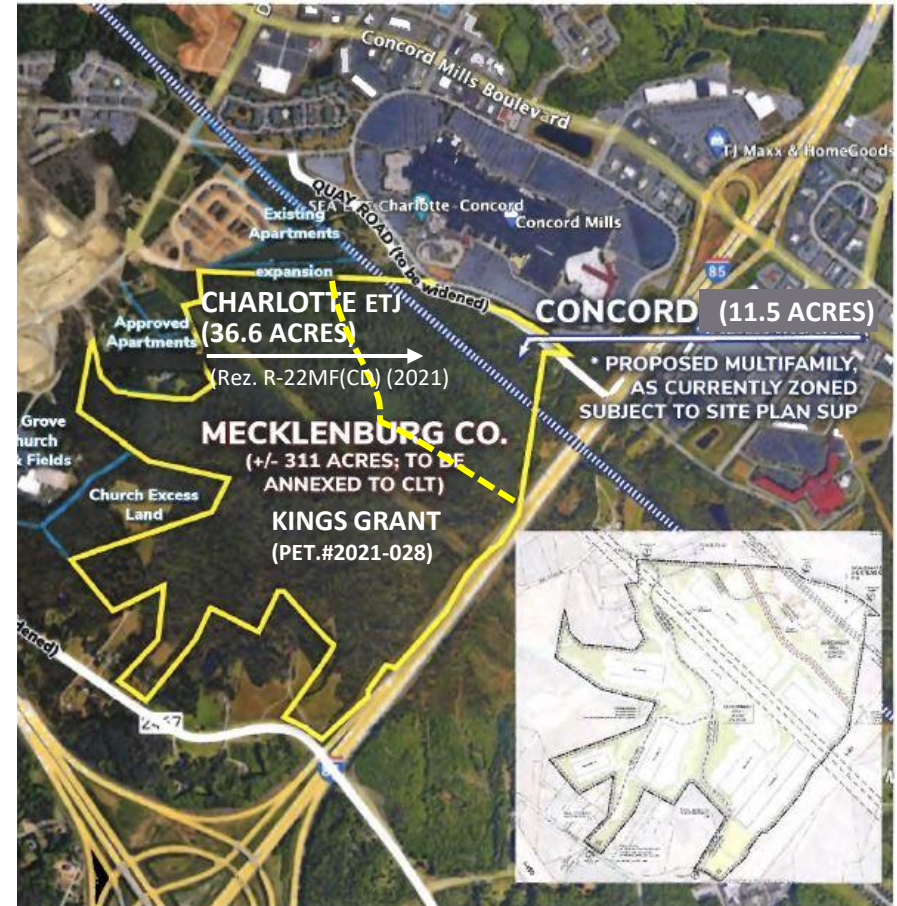
USE OF SPLIT JURISDICTION AUTHORITY; RESOLUTIONS AND PROCESS:

- Sections 160D-203 & 204 addresses this situation to allow Charlotte planning/development regulations to apply to the Concord Portion to promote the preferred unified development project with preferred street network and design features while allowing the ad valorem tax treatment to remain in Concord.
- Use of the split jurisdiction provisions to allow Charlotte zoning to apply makes sense given the “orphan” nature of the Concord Portion located on the back side of Concord Mills and that multi-family uses are contemplated although with different regulations that contemplated by Charlotte planning.
- The split jurisdiction provisions simply require resolutions of both Concord City Council and Charlotte City Council to allow Charlotte planning/development regulations to apply (**see attached sample resolutions**), subject to the later approval by Charlotte City Council of the proposed rezoning.
- Adoptions of the split jurisdiction resolutions would simply allow the proposed rezoning to then follow the Charlotte rezoning process in connection with the recently filed Charlotte Rezoning Petition #2023-028; the 2023 Rezoning is not scheduled for public hearing until the earliest in September of this year.
- After adoption of the resolutions, the 2023 Rezoning would move ahead much like an annexation whereby Charlotte planning jurisdiction would vest in Charlotte upon approval of the 2023 Rezoning by Charlotte City Council. If the 2023 Rezoning is not approved, the Concord planning/development jurisdiction will continue to govern the Concord Portion.

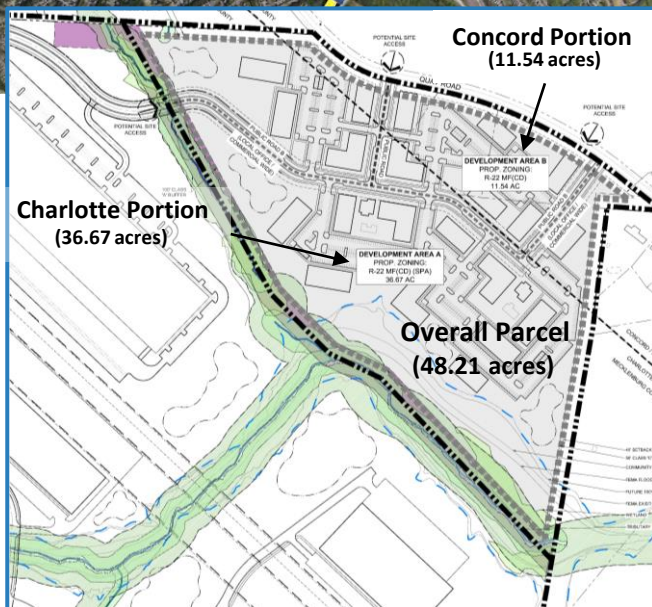
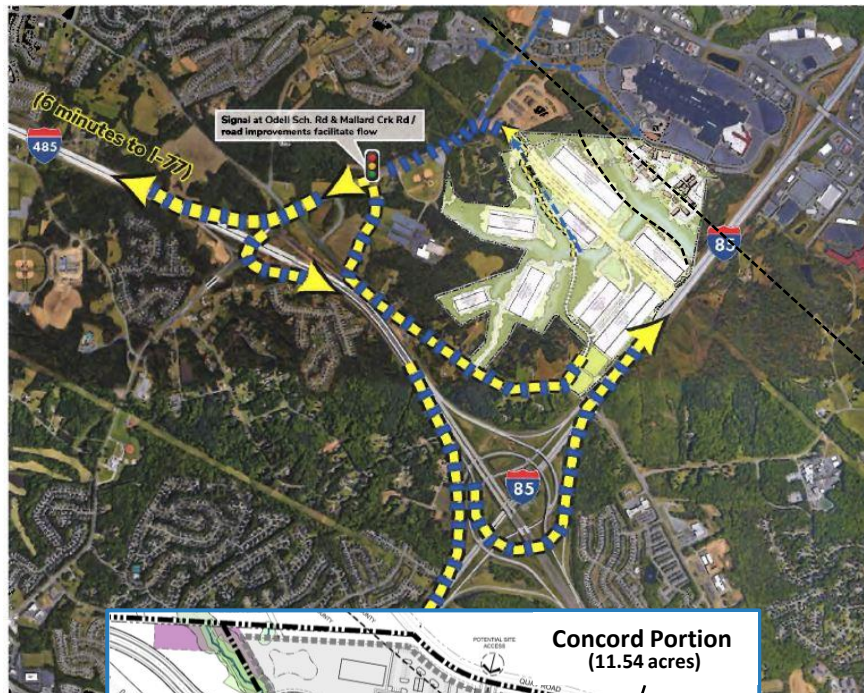
KINGS GRANT MULTI-FAMILY R-22MF(CD) SPA & R-22MF(CD) FILING

Unique Situation - 160D Planning/Dev. Statute for Unified Development Across Boundary –Split Jurisdiction

- 160D Section 203 & 204 to allow 11.54-acre “orphan” Concord piece to be zoned/developed under CLT regs
- Will significantly improve unified dev. by eliminating conflicting differences in regulations
- Have discussed with CLT & Concord Planning Officials
- Included communication with Chair of TAP Driggs & Mayor Lyles as well as Concord Mayor Dusch
- Willingness to allow Developer to seek resolutions from each Council allowing CLT to control subject to later rezoning
- Seeking resolutions well in advance of Charlotte rezoning hearing
- CLT regs. apply upon rezoning approval; if not, Concord regs continue to apply



Land Use Background/Context



- As part of #2021-028, 36.67 acres rezoned to R-22MF(CD)
- 36.67 acres is part of larger 48.21 - acre parcel owned by CK
- 11.54 acre “orphan” parcel within 48.21 acres is adjacent within Concord
- 11.54 acres “orphan” parcel backs up to Concord Mills
- Concord zoning recognizes multi-family use but has different conflicting regulations
- Makes sense for 11.54 acres to be part of unified multi-family development for 48.21 acres
- #2021-028 referenced 11.54 acres & traffic study included anticipated units

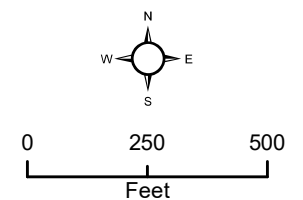
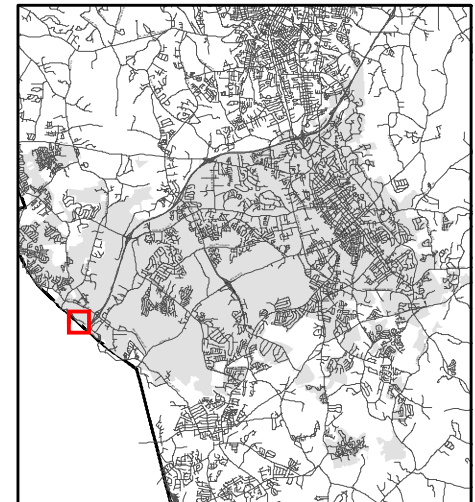
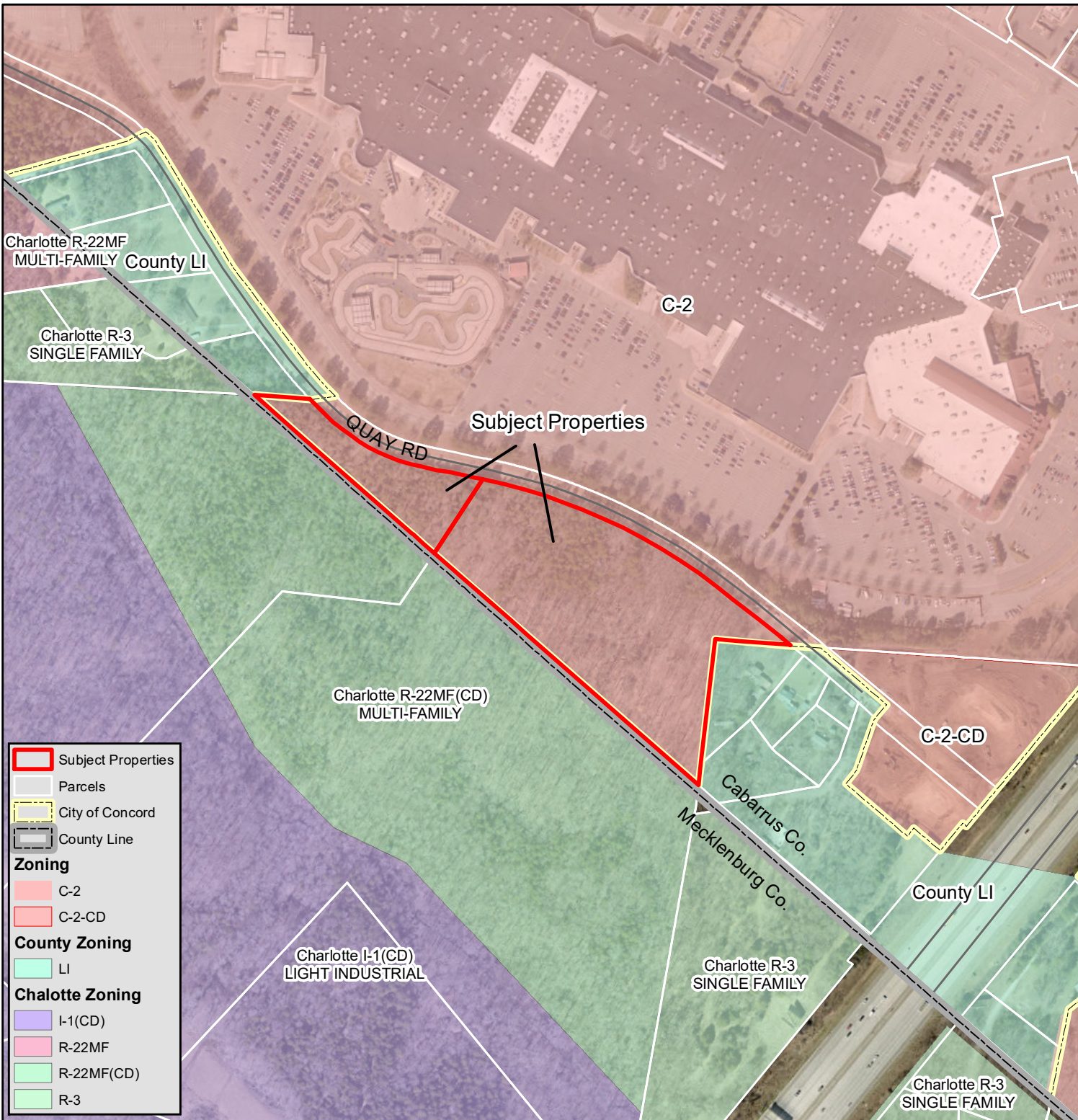
Childress Kline Properties

Request for Charlotte Planning Jurisdiction for 11.54 Acres

Zoning Map

Quay Rd

PINs: 4589-52-8820 & 4589-62-4465



RESOLUTION OF CONCORD CITY COUNCIL
FOR APPLICATION OF SEC. 160D-203 & 204 SPLIT JURISDICTION AUTHORITY

WHEREAS, Childress Klein Properties/affiliate owns a 48.21 acre parcel in the vicinity of Concord Mills Mall with 11.54 acres of such parcel being located on the south side of Quay Road (8847, 8755 and 8699 Quay Road /PINs 4589-62-4465, 52-8820) and 36.67 acres within Charlotte ETJ and zoned in December of 2021 by Pet. #2021-028 for multi-family uses;

WHEREAS, the 11.54 acre Concord portion is zoned C-2 Commercial General, which allows multi-family uses but with different land use/development regulations than Charlotte resulting in different, conflicting regulations that hinder a preferred unified development of the overall 48.21 acre parcel;

WHEREAS, the 11.54 acre Concord portion is located directly behind Concord Mills Mall with a site location orientation that is directed more seamlessly with the Charlotte 36.67 acre portion, thereby constituting an “orphan” portion of the overall 48.21 acre parcel better suited to be governed by Charlotte for planning and development regulations without affecting taxation or other non-regulatory matters which shall stay within Concord;

WHEREAS, in December of 2021, Charlotte City Council unanimously approved the rezoning of the 36.67 Charlotte ETJ portion for multi-family uses per Rez. Pet. #2021-028, and this rezoning referenced the possible development of the Concord portion for multi-family uses and in fact accounted for a total of 700 units for the overall 48.21-acre parcel for transportation commitments purposes, and furthermore, Charlotte Water plans to provide water and sewer service to the overall 48.21-acre parcel;

WHEREAS, NC General Statutes Sections 160D-203 & 204 allow Concord and Charlotte by mutual agreement pursuant to Article 20 of Chapter 160A and with the consent of the landowner (which consent has been provided and requested) to assign exclusive planning/development regulation jurisdiction for the entire 48.21 acre parcel (to include the 11.54 acre Concord portion) to Charlotte provided that such mutual agreement shall not affect taxation or other non-regulatory matters; and

WHEREAS, pursuant to Section 160D-203 & 204, adoption of resolutions by Concord City Council and then Charlotte City Council allow a recently filed Charlotte rezoning over the overall 48.21-acre portion now to include the 11.54 acre Concord portion (Rez. Pet. #2023-028) to move through the normal rezoning process whereby Charlotte planning/development jurisdiction would vest in Charlotte upon approval of the rezoning (but not before and if not approved, Concord planning/development regulations will still apply);

NOW THEREFORE, by authority of Sections 160D-203 & 204, Concord City Council hereby adopts this resolution to allow Charlotte planning/ development regulations to apply to the 11.54 Concord portion of the overall 48.21-acre parcel in the manner and pursuant to the statements of purposes set forth above.

Adopted this 8th day of June, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch Mayor

ATTEST:

Kim Deason, Clerk

Meeting Date

June 8, 2023

Annexation Staff Report

This request is a voluntary annexation petition of +/- 3.34 acres of road on Amalia St NE and Northeast Gateway Ct NE. The property is currently zoned C-2 (General Commercial) in the City of Concord ETJ. A map has been provided depicting the property's location.

The roads in question were acquired by Copperfield, Inc. by deed recorded in Cabarrus County Register of Deeds Book 4021 Page 0219 as recorded on September 19, 2002.

As with all annexations, internal and external entities are notified and given the opportunity to provide comments or feedback on the petitioner's proposal prior to Council's consideration at the hearing. No comments were returned.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF CONCORD, NORTH CAROLINA TO INCLUDE +/- 3.341 ACRES OF AMALIA STREET NE AND NORTHEAST GATEWAY COURT NE, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by the City of Concord, on June 8th, 2023 to annex the area described below; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petitions; and

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on June 8, 2023 after due notice by The Independent Tribune on May 28th, 2023; and

WHEREAS, the City Council finds that the petitions meet requirements of G.S. 160A-58.1;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 8th day of June 2023:

All those certain parcels of land, situated, lying and being in Cabarrus County, North Carolina, and more particularly described as follows:

Beginning at a calculated point, said point being located on the eastern right-of-way of Copperfield Boulevard (80' Public R/W), said point also being located N 59°23'41" E 3.00 feet from a ½" rebar, thence with the eastern right-of-way of Copperfield Blvd. (80' Public R/W), N 59°23'41" E 112.15 feet to a calculated point, said point also being the eastern most side of Amalia Street NE; thence with the eastern most side of Amalia Street NE the following fourteen (14) calls: (1) S 14°23'41" W 35.36 feet to a calculated point; (2) S 30°36'19" E 27.02 feet to a calculated point; (3) S 24°53'41" E 20.61 feet to a calculated point; (4) with a curve to the right, having a radius of 227.17 feet, and arc of 68.32 feet and a chord bearing and distance of S 16°23'28" E 68.06 feet to a calculated point; (5) with a curve to the right, having a radius of 222.50 feet, an arc of 184.59 feet and a chord bearing and distance of S 10°37'54" W 179.34 feet to a calculated point; (6) S 34°23'54" W 150.52 feet to a ½" rebar, said rebar being a common corner with now or formerly Copperfield, Inc. (Deed Bk. 618, Pg. 376); (7) with a curve to the left, having a radius of 477.50 feet, an arc of 214.39 feet and a chord bearing and distance of S 21°32'09" W 212.60 feet to a calculated point; (8) S 08°40'24" W 558.80 feet to a calculated point; (9) with a curve to the right, having a radius of 140.50 feet, an arc of 94.46 feet and a chord bearing and distance of S 27°56'03" W 92.69 feet to a calculated point; (10) S 47°11'42" W 201.66 feet to a calculated point; (11) with a curve to the left, having a radius of 277.50 feet, an arc of 50.83 feet and a chord bearing and distance of S 41°56'51" W 50.76 feet to a calculated point; (12) S 31°30'40" W 45.71 feet to a calculated point; (13) with a curve to the right, having a radius of 1048.94 feet, an arc of 78.33 feet and a chord bearing and distance of S 34°36'11" W 78.31 feet to a ½" rebar; (14) S 36°42'01" W 1013.36 feet to a ½" rebar, said rebar being located on the northeastern right-of-way of Governor's Pointe Court (50' Public R/W), said rebar being a common corner with now or formerly Governor's Point at Copperfield (Map Bk. 28, Pg. 98); thence with the northeastern right-of-way of Governor's Pointe Court (50' Public R/W) N 53°18'00" W 80.00 feet to a calculated point; thence with the western right-of-way of Amalia Street NE the following six (6) calls: (1) N 81°42'01" E 42.43 feet to a calculated point; (2) N 36°42'01" E 983.36 feet to a calculated point; (3) with a curve to the left, having a radius of 998.94 feet, an arc of 63.96 feet, and a chord bearing and distance of N 34°54'29" E 63.95 feet to a calculated point; (4) N 36°42'01" E 59.83 feet to a calculated point; (5) with a curve to the right, having a

radius of 322.50 feet, an arc of 59.07 feet and a chord bearing and distance of N 41°56'51" E 58.99 feet to a calculated point; (6) N 47°11'42" E 147.84 feet to a calculated point, said point being located on the southern right-of-way of Northeast Gateway Drive NE; thence with the southern right-of-way of Northeast Gateway Drive NE the following six (6) calls: (1) with a curve to the left, having a radius of 29.50 feet, an arc of 50.84 feet and a chord bearing and distance of N 02°10'21" W 44.78 feet to a calculated point; (2) with a curve to the left, having a radius of 127.50 feet, an arc of 21.58 feet and a chord bearing and distance of N 56°23'20" W 21.56 feet to a calculated point; (3) with a curve to the left, having a radius of 131.23 feet, an arc of 51.03 feet and a chord bearing and distance of N 78°41'20" W 50.71 feet to a calculated point; (4) N 87°02'18" W 30.92 feet to a calculated point; (5) N 81°19'40" W 74.33 feet to a calculated point; (6) S 58°09'19" W 45.61 feet to a calculated point, said point being located on the eastern right-of-way of Copperfield Blvd. (80' Public R/W); thence with the eastern right-of-way of Copperfield Blvd. (80' Public R/W), with a curve to the left, having a radius of 890.00 feet, an arc of 122.36 feet and a chord bearing and distance of N 14°39'56" E 122.26 feet to a calculated point; thence with the northern right-of-way of Northeast Gateway Drive NE the following six (6) calls: (1) S 34°49'03" E 41.29 feet to a calculated point; (2) S 81°19'40" E 67.82 feet to a calculated point; (3) S 75°37'02" E 30.47 feet to a calculated point; (4) with a curve to the right, having a radius of 182.79 feet, an arc of 57.79 feet and a chord bearing and distance of S 68°45'06" E 57.55 feet to a calculated point; (5) with a curve to the right, having a radius of 172.50 feet, an arc of 36.45 feet and a chord bearing and distance of S 58°49'20" E 36.38 feet to a calculated point; (6) with a curve to the left, having a radius of 29.50 feet, an arc of 61.04 feet and a chord bearing and distance of N 67°57'09" E 50.72 feet to a calculated point, said point being located on the western right-of-way of Amalia Street NE; thence with the western right-of-way of Amalia Street NE the following eight (8) calls: (1) N 08°40'24" E 549.64 feet to a calculated point; (2) with a curve to the right, having a radius of 522.50 feet, an arc of 234.60 feet and a chord bearing and distance of N 21°32'09" E 232.63 feet to a calculated point; (3) N 34°23'54" E 150.52 feet to a calculated point (4) with a curve to the left, having a radius of 177.50 feet, an arc of 138.96 feet and a chord bearing and distance of N 11°58'17" E 135.43 feet to a calculated point; (5) with a curve to the left, having a radius of 175.39 feet, an arc of 60.69 feet and a chord bearing and distance of N 26°24'11" W 60.39 feet to a calculated point; (6) N 36°18'58" W 20.71 feet to a calculated point; (7) N 30°36'19" W 22.02 feet to a calculated point; (8) N 70°35'17" W 39.15 feet to the POINT AND PLACE OF BEGINNING and containing 3.341 AC.

SECTION 2. Upon and after the 8th day of June, 2023 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of Concord shall cause to be recorded in the office of the Register of Deeds of Cabarrus County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

SECTION 4. Notice of adoption of this ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the City of Concord.

Adopted this 8th day of June 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

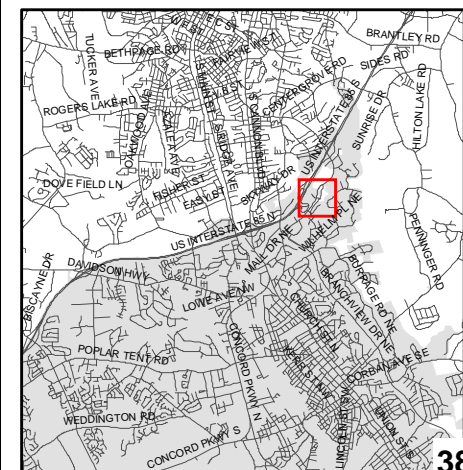
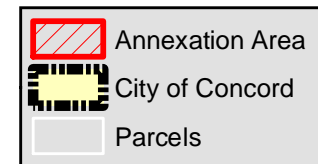
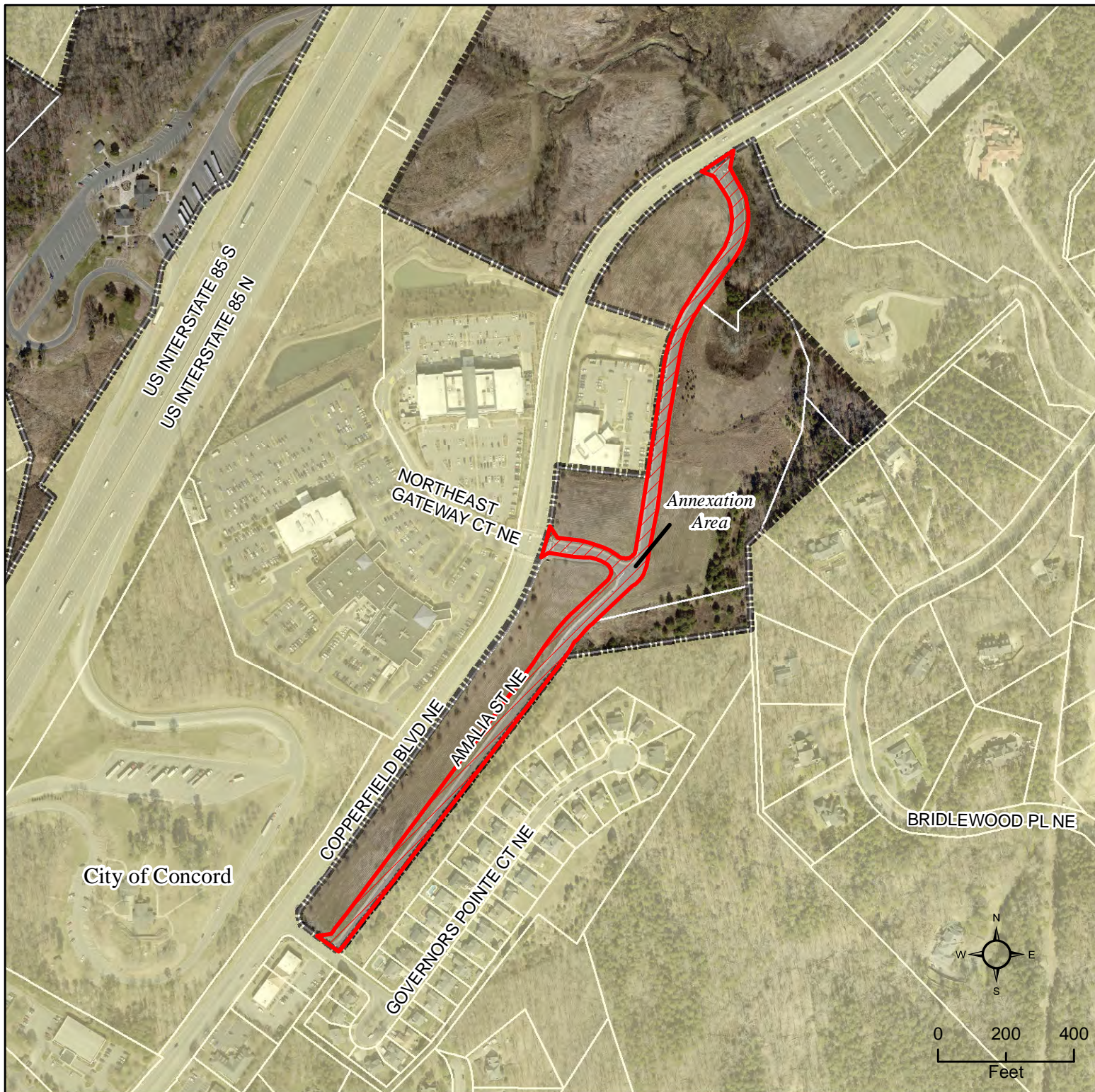
Kim Deason, City Clerk

VaLerie Kolczynski, City
Attorney

ANX-05-23

**Amalia St NE &
Northeast Gateway Ct NE**

PIN: 5622-63-5846



Meeting Date

June 8, 2023

Annexation Staff Report

This request is a voluntary annexation petition of +/- 47.52 acres of property on Copperfield Blvd. The property is currently zoned C-2 (General Commercial) and I-1 (Light Industrial) in the City of Concord ETJ. A map has been provided depicting the property's location.




The property in question was acquired by Copperfield, Inc. by deed recorded in Cabarrus County Register of Deeds Book 8530 Page 0049 as recorded on December 30, 2008. A rezoning hearing will not be required as this parcel is located in the ETJ. The subject parcel is located within the Mixed Use Activity Centers (MUAC) Land Use Category of the 2030 Land Use Plan.

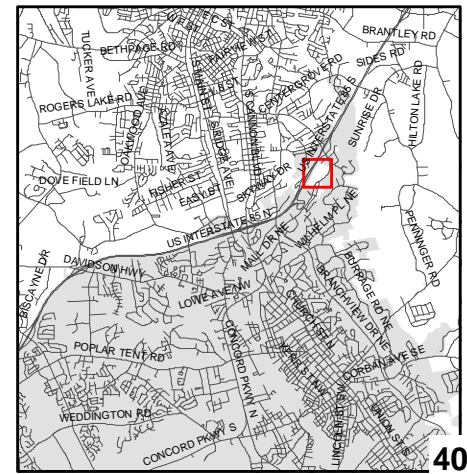
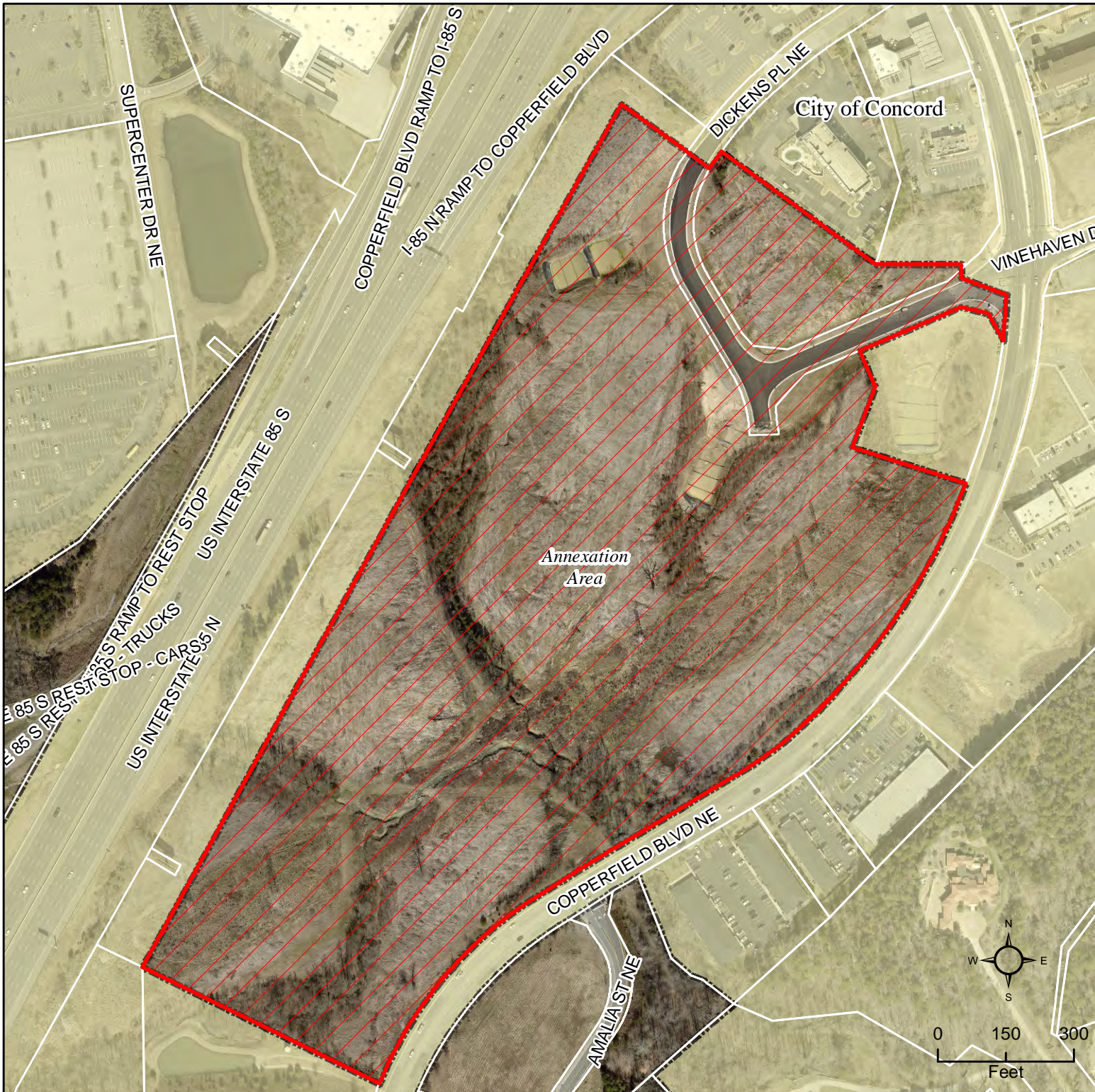
As with all annexations, internal and external entities are notified and given the opportunity to provide comments or feedback on the petitioner's proposal prior to Council's consideration at the hearing. No comments were returned.

**ANX-04-22
AERIAL**

Copperfield Inc

PIN: 5622-65-8770 (part of)

	Annexation Area
	Parcels
	City of Concord



AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 47.52 ACRES OF
PROPERTY LOCATED AT 1085 COPPERFIELD BLVD, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by the City of Concord, on June 8th, 2023 to annex the area described below; and

WHEREAS, the City Council has by resolution directed the City Clerk to investigate the sufficiency of the petitions; and

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on June 8, 2023 after due notice by The Independent Tribune on May 28th, 2023; and

WHEREAS, the City Council finds that the petitions meet requirements of G.S. 160A-58.1;

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 8th day of June 2023:

All those certain parcels of land, situated, lying and being in Cabarrus County, North Carolina, and more particularly described as follows:

Tract 1: Beginning at a computed point, said point being located on the northern right-of-way of Dickens Place NE (60' Public R/W), said point being located S 36°00'39" W 9.39 feet from a R/W Disk, thence with the northern right-of-way of Dickens Place NE (60' Public R/W) the following six (6) calls: (1) S 36°00'39" W 24.00 feet to a R/W Disk; (2) with a curve to the left, having a radius of 282.50 feet, an arc of 290.94 feet and a chord bearing and distance of S 01°04'16" E 278.25 feet to a R/W Disk; (3) S 30°34'36" E 220.00 feet to a R/W Disk; (4) with a curve to the right having a radius of 267.50 feet, an arc of 138.43 feet and a chord bearing and distance of S 15°45'10" E 136.89 feet to a R/W Disk; (5) N 88°57'00" E 64.95 feet to a R/W Disk; (6) N 06°20'56" W 63.22 feet to a R/W Disk, said disk being located on the southern right-of-way of Vinehaven Drive (60' Public R/W); thence with the southern right-of-way of Vinehaven Drive (60' Public R/W), the following two (2) calls: (1) N 41°58'28" E 91.84 feet to a R/W Disk; (2) N 66°40'01" E 138.85 feet to a calculated point; thence through the property of Copperfield, Inc. (Deed Bk. 8530, Pg. 49) the following three (3) calls: (1) S 23°18'22" E 89.69 feet to a calculated point; (2) S 20°48'20" W 143.75 feet to a calculated point; (3) S 72°38'00" E 263.79 feet to a calculated point, said point being located on the northern right-of-way of Copperfield Blvd. (Variable Public R/W); thence with the northern right-of-way of Copperfield Blvd. (Variable Public R/W) the following three (3) calls: (1) with a curve to the right, having a radius of 1362.70 feet, an arc of 918.21 feet and a chord bearing and distance of S 40°05'32" W 900.94 feet to a ½" rebar; (2) S 59°21'57" W 397.05 feet to a ½" rebar; (3) with a curve to the left, having a radius of 890.00 feet, an arc of 579.83 feet and a chord bearing and distance of S 40°45'49" W 569.63 feet to a 5/8" rebar, said rebar being a common corner with now or formerly CMC-Northeast, Inc. (Deed Bk. 7844, Pg. 23) thence with the property of now or formerly CMC-Northeast, Inc. (Deed Bk. 7844, Pg. 23), N 63°52'32" W 586.25 feet to a calculated point; thence through the property of Copperfield, Inc. (Deed Bk. 8530, Pg. 49) the following four (4) calls: (1) N 28°46'53" E 950.12 feet to a calculated point; (2) N 29°07'23" E 936.95.00 feet to a calculated point; (3) N 29°26'05" E 289.71 feet to a calculated point; (4) S 51°37'22" E 180.00 feet to the POINT AND PLACE OF BEGINNING and containing 37.415 AC.

Tract 2: Beginning at a ½" rebar, said rebar being located on the northern right-of-way of Vinehaven Drive (60' Public R/W), thence with the northern right-of-way of Vinehaven Drive (60' Public R/W) the following five (5) calls: (1) S 48°48'24" W 57.54 feet to a R/W Disk; (2) S 68°57'48" W 50.11 feet to a R/W Disk; (3) S 66°42'02" W 127.98 feet to a R/W Disk; (4) S 66°39'36" W 204.86 feet to a R/W Disk; (5) N 84°05'30" W 76.40 feet to a R/W Disk, said disk being located on the southern right-of-way of Dickens Place NE (60' Public R/W); thence with the southern right-of-way of Dickens Place NE (60' Public R/W) the following five (5) calls: (1) N 41°02'51" W 38.63 feet to a R/W Disk; (2) N 30°34'36" W 149.98 feet to a R/W Disk; (3) with a curve to the right, having a radius of 217.36 feet, an arc of 215.29 feet and a chord bearing and distance of N 02°12'32" W 206.60 feet to a R/W Disk; (4) N 26°28'10" E 34.31 feet to a R/W Disk; (5) N 37°45'57" E 41.96 feet to a 5/8" rebar, said rebar being a common corner with now or formerly MCRT3 Concord, LLC (Deed Bk. 11309, Pg. 206); thence with the property of now or formerly MCRT3 Concord, LLC (Deed Bk. 11309, Pg. 206), S 53°50'43" E 422.17 feet to a 5/8" rebar, said rebar being a common corner with now or formerly C & S of Concord, LLC (Deed Bk. 4339, Pg. 256); thence with the property of now or formerly C & S of Concord, LLC (Deed Bk. 4339, Pg. 256) N 89°54'59" E 199.46 feet to the POINT AND PLACE OF BEGINNING and containing 2.739 AC.

Street 1: Beginning at a 5/8" rebar, said rebar being located on the eastern right-of-way of Dickens Place NE, said rebar also being a common corner with now or formerly MCRT3 Concord, LLC (Deed Bk. 11309, Pg. 206), thence with the eastern right-of-way the afore mentioned right-of-way, twelve (12) calls: (1) S 37°45'57" W 41.96 feet to a R/W Disk; (2) S 26°28'10" W 34.31 feet to a R/W Disk; (3) with a curve to the left having a radius of 217.36, an arc of 215.29 feet and a chord bearing and distance of S 02°12'32" E 206.60 feet to a R/W Disk; (4) S 30°34'36" E 209.80 feet to a calculated point; (5) with a curve to the right, having a radius of 332.50, an arc of 182.13 feet and a chord bearing and distance of S 16°34'58" E 179.86 feet to a R/W Disk; (6) S 88°57'09" W 64.95 feet to a R/W Disk, said Disk being located on the western right of way of Dickens Place NE (60' Public R/W); thence with the western right-of-way of Dickens Place NE (60' Public R/W), (7) with a curve to the left having a radius of 267.50, an arc of 138.43 feet and a chord bearing and distance of N 15°45'10" W 136.89 feet to a R/W Disk; (8) N 30°34'21" W 220.00 feet to a R/W Disk; (9) with a curve to the right, having a radius of 282.50, an arc of 290.94 feet and a chord bearing and distance of N 01°04'16" W 278.25 feet to a R/W Disk; (10) N 36°00'39" E 33.37 feet to a R/W Disk; (11) N 37°29'31" E 62.81 feet to a ½" rebar; (12) thence crossing said right-of-way, S 35°06'28" E 63.15 feet to the POINT AND PLACE OF BEGINNING and containing 1.058 AC.

Street 2: Beginning at a R/W Disk, said R/W Disk being located on the southern right-of-way of Vinehaven Drive NE (60' Public R/W), said Disk being a common corner with the property of now or formerly Copperfield, Inc. (Deed Bk. 8530, Pg. 49), thence with the southern right-of-way of Vinehaven Drive NE (60' Public R/W) the following thirteen (13) calls: (1) N 29°57'27" W 69.99 feet to a R/W Disk; (2) N 75°59'46" W 61.50 feet to a R/W Disk; (3) S 66°40'01" W 378.20 feet to a R/W Disk; (4) S 41°58'28" W 91.84 feet to a R/W Disk; (5) with a curve to the left, having a radius of 332.50, an arc of 118.81 feet and chord bearing and distance of N 22°02'11" W 118.18 feet to a calculated point; (6) N 30°34'36" W 59.83 feet to a R/W Disk; thence with the northern right-of-way of the afore mentioned right-of-way, (7) S 41°02'51" E 38.63 feet to a R/W Disk; (8) S 84°05'30" E 76.40 feet to a R/W Disk; (9) N 66°39'36" E 204.86 feet to a R/W Disk; (10) N 66°42'02" E 127.98 feet to a R/W Disk; (11) N 68°57'48" E 50.11 feet to a R/W Disk; (12) N 48°48'24" E 96.15 feet to a R/W Disk; (13) N 33°42'27" E 78.46 feet to a R/W Disk, said Disk being located on the right-of-way of Copperfield Blvd. (80' Public R/W); thence with the right-of-way of Copperfield Blvd. (80' Public R/W) the following two (2) calls: (1) S 07°34'59" E 137.74 feet to a calculated point; (2) with a curve to the right, having a radius of 1362.70, an arc of 123.76 feet and a chord bearing and distance of S 04°31'02" W 123.72 feet to the POINT AND PLACE OF BEGINNING and containing 1.123 AC.

SECTION 2. Upon and after the 8th day of June, 2023 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of Concord shall cause to be recorded in the office of the Register of Deeds of Cabarrus County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

SECTION 4. Notice of adoption of this ordinance shall be published once, following the effective date of annexation, in a newspaper having general circulation in the City of Concord.

Adopted this 8th day of June 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City
Attorney

RESOLUTION DECLARING THE INTENT OF THE CITY OF CONCORD TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE FINANCING OF A FIRE STATION AND COMMUNICATIONS BUILDING FROM THE PROCEEDS OF AN INSTALLMENT FINANCING CONTRACT TO BE EXECUTED AND DELIVERED DURING FISCAL YEAR 2024.

WHEREAS, the City Council of the City of Concord, North Carolina (the “City”) by resolution adopted on July 13, 2000 has authorized the City’s Finance Director to take such action as may be required to declare the intent of the City to reimburse itself for capital expenditures made in anticipation of the execution and delivery of tax-exempt obligations and installment financings;

WHEREAS, the City hereby finds and determines that it is in the best interests of the City to proceed with the clearing/grading the site of a new fire station and construction of the facility and associated furnishings at Concord-Padgett Regional Airport and the construction of a Communications Building on property behind Fire Station 3 (collectively, the “Project”);

WHEREAS, the City reasonably expects to receive the proceeds from an installment financing contract (the “Contract”) during fiscal year 2024 to finance the Project;

WHEREAS, the City desires to proceed with the Project and will incur additional capital expenditures (the “Capital Expenditures”) in connection therewith before the execution and delivery of the Contract; and

WHEREAS, the City will advance moneys from funds currently on hand to pay for the Capital Expenditures and the City intends, and reasonably expects, to reimburse itself for the Capital Expenditures from a portion of the proceeds from the Contract entered into by the City;

NOW, THEREFORE, BE IT RESOLVED by the City as follows:

Section 1. ***Official Declaration of Intent.*** The City presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the City on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Contract. The City reasonably expects to execute and deliver the Contract to finance all or a portion of the costs of the Project and the maximum principal amount of the Contract expected to be executed and delivered by the City to pay for all or a portion of the costs of the Project is \$11,925,000.

Section 2. ***Compliance with Regulations.*** This Resolution is a declaration of official intent of the City under Section 1.150-2 of the Treasury Regulations promulgated under Section 103 of the Internal Revenue Code of 1986, as amended, to evidence the City’s intent to reimburse itself for the Original Expenditures from proceeds of the Contract.

Section 3. ***Itemization of Capital Expenditures.*** The Finance Director of the City or her designee, with advice from bond counsel, is hereby authorized, directed and designated to act on behalf of the City in determining and itemizing all of the Original Expenditures incurred and paid by the City in connection with the Project during the period commencing on the date occurring 60 days prior to the date of adoption of this Resolution and ending on the date of execution and delivery of the Contract.

Section 4. *Effective Date.* This Resolution shall become effective immediately upon the date of its adoption.

ADOPTED AND APPROVED this 8th day of June 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Approval of Reimbursement Resolution
Jessica Jones, Finance Director

STATE OF NORTH CAROLINA

COUNTY OF CABARRUS

NEW HARRISBURG-CONCORD
WATER AGREEMENT

THIS NEW HARRISBURG – CONCORD WATER AGREEMENT (the “Agreement”) is made and entered into this 30th day of June, 2008 by and between the CITY OF CONCORD, North Carolina (“Concord”) and the TOWN OF HARRISBURG, North Carolina (“Harrisburg”), both of which are North Carolina municipal corporations.

PREMISES

1. Concord is the primary provider of water to the citizens and businesses of Harrisburg, by virtue of Concord’s assumption of the obligations of Cabarrus County pursuant to the Asset Purchase Agreement of June 26, 1995 among Concord, Cabarrus County and the Water and Sewer Authority of Cabarrus County.

2. Such obligations of Cabarrus County to provide water to Harrisburg are contained in the following agreement documents:

- a) Agreement for Construction of Harrisburg Loop Water Line and Related Matters, dated January 22, 1993;
- b) Reciprocal Agreement for Water and Sewer Connections and Related Matters between Harrisburg and Cabarrus County, dated May 8, 1995; and
- c) Agreement to Supply Treated Water, dated May 8, 1995.

3. In addition to the above – referenced documents relating to the provision of water to Harrisburg, Harrisburg and Concord executed the Harrisburg – Concord Water Agreement dated July 9, 2003.

4. All these referenced documents are termed the “Prior Water Agreements” for purposes of this Agreement.

5. Harrisburg desires to modify the Prior Water Agreements to reflect that it uses ground water and purchased water sources other than Concord.

6. Concord desires to modify the Prior Water Agreements to provide that it is not obligated to provide all of Harrisburg’s water needs and to ensure compliance with its revenue bond covenants.

7. The contemplated terms of this Agreement impact the Annexation Agreement dated October 12, 1998, (as amended on December 11, 2003) between these parties, which Annexation Agreement shall be amended as soon as possible, but in no event before its expiration date.

In consideration of the above Premises and the Terms contained below, which the parties agree constitute sufficient consideration to render this Agreement binding and enforceable, the parties agree as follows:

TERMS

1. Quantity: Concord shall make available to Harrisburg and shall supply Harrisburg up to one million (1,000,000) gallons per day (GPD) of potable water (the "Total Amount"). Harrisburg shall pay for at least five hundred twenty five thousand (525,000) GPD (the Minimum Amount"), regardless of the amounts delivered to or used by Harrisburg.

The above stated minimum GPD is to be considered as an average amount over a monthly billing period. For example, in a 30 day monthly billing period, Concord shall supply up to 30 million gallons to Harrisburg, understanding that daily demand for water varies and the demand on some days will exceed 1,000,000 GPD. The average GPD is the total gallons used in the billing period divided by the number of days in the billing period.

In the event of an emergency or if Harrisburg uses more than the Total Amount of GPD for any given day multiplied by the number of days in the billing period, Concord may agree to sell and Harrisburg may agree to purchase quantities of water above the Total Amount. Quantities will be sold at a rate equal to that charged to residential customers living outside the Concord city limits.

2. Term: This Agreement shall extend for a period of ten (10) years beginning effective July 1, 2008 and ending at midnight on June 30, 2018. On an annual basis, the parties agree to meet and review the Total Amount, the Minimum Amount, the Monthly Reserved Capacity Charge and the O&M Rate.

3. Rates: The rate for Concord water to be paid by Harrisburg shall be the sum of the O&M Rate and the Capital Charge Amount. Each of these amounts shall be determined by adjusting the wholesale rate model each year during the budget process.

Rates will be determined using the "Utility Approach". The Utility Approach evaluates three cost components: a) an allocated share of direct costs for operation and maintenance of the assets to provide water to wholesale customers; b) an allocated portion of the depreciation expenses associated with these assets; and c) a rate of return applied to an allocated portion of the investment in assets used to serve wholesale customers. Concord will assess the O&M component per 1000 gallons of usage as measured by the master meters and will assess the capital charges as a fixed charge each month.

4. Meters: Except as provided in this paragraph, all water connections between Concord and Harrisburg will be metered. A master meter shall be installed on the feed to Providence Manor subdivision and on the feed to Canterfield Estates subdivision. These meters shall be installed no later than October 1, 2008 by Harrisburg at its expense. Henceforward, these meters shall be the property of Concord, which shall repair, replace, maintain and calibrate the meters. Any new connections will require installation of a master meter, which will be installed and operated with the same sharing of costs and responsibilities.

Once the meters are installed, Concord will bill Harrisburg monthly based on the master meter readings. Any Harrisburg water customers that cannot be "master-metered" will be billed by Concord monthly from the individual meter readings that shall be provided by Harrisburg. At this time, these customers consist of Rick Crawford Performance at 6007 Victory Lane and Kevin Schoolcraft at 6013 Victory Lane.

5. Calibration: At least once in each year of this Agreement, Harrisburg and Concord shall jointly select an independent certified meter expert to calibrate Concord's master meters measuring water flows delivered for transmission. Concord shall provide Harrisburg at least forty-eight (48) hours advance notice of calibration so that a representative of both Concord and Harrisburg may have the opportunity to be present. Harrisburg and Concord shall jointly observe any adjustments that are made to the meters in case any adjustments are necessary. The cost of this calibration shall be paid by Concord.

In addition to the annual calibration described in the previous paragraph, either Harrisburg or Concord may request additional meter testing/calibrations. The requesting party may schedule a calibration of a particular meter or meters by a certified meter expert and shall provide the other party with at least forty-eight (48) hours advance notice of the calibration. If Harrisburg requested the calibration and the calibration shows that the meter is accurate within the range established by AWWA standards, then Harrisburg will pay the cost of the calibration check. If the calibration shows that the meter is not accurate within the range established by AWWA standards, then Concord will pay the cost of the calibration check.

To adjust billing for a certification that is not accurate within such range, the parties shall review available data to determine as accurately as possible the date upon which the inaccuracy began. Upon making such determination, the readings for the one year period prior to such date shall be reviewed together with data relating to an increase or decrease in use for the period from one year prior to discovery of the problem to the then present time. Billing for the period of time during which the problem persisted shall then be calculated upon such data.

6. Ownership of Water and Sewer Lines and Customers: No later than December 31, 2008, the parties agree to exchange deeds, easements and bills of sale as necessary so that Concord owns all water and sewer related facilities on its side of the master meters and Harrisburg owns all water and sewer related facilities on its side of the master meters. Concord will transfer to Harrisburg the industrial water and sewer customers listed in Exhibit A and the residential customers in Haywick Commons subdivision no later than forty five (45) days after approval of this Agreement by the last of the two governing councils of the parties.

7. Water Quality: Concord will provide water to each of the metering points that meets all state and federal drinking water standards. Concord will not be responsible for the quality of the drinking water beyond those metering points.

8. Water Conservation Measures and Drought Emergency Plans: Harrisburg agrees to adopt and comply with all Concord conservation and water meter management measures (including but not limited to ordinances, policies, declarations or emergency, inter-basin transfer

permit conditions, etc.).

9. Default: If either party fails to comply with any provisions of this Agreement, that party shall be in default. In the event of default, the non-defaulting party shall give the defaulting party written notice of such default, in which notice the nature of the default shall be specified. The defaulting party shall have thirty (30) days to correct such default. In the event the default is not corrected the non-defaulting party may terminate the Agreement. Termination will be effective on the sixty first (61st) day after written notice of termination, so that each party can make suitable agreement for provision of water. A termination of this Agreement must be approved by the governing council of the terminating party.

10. Billing: Concord shall read all master meters readings as close to the fifteenth (15th) of each month as is reasonably possible. Concord will bill Harrisburg as close to the twentieth (20th) day of each month as reasonably possible.

11. Interruption of Service: The parties agree to use reasonable care and diligence to provide uninterrupted service as provided in this Agreement, but each reserves the right at any time to temporarily interrupt service for reasons of force majeure and required maintenance. Each party shall give notice to the other party no less than forth-eight (48) hours in advance of any such service interruption, except that in emergencies, it shall give notice that is reasonable under the particular circumstances. No adjustments shall be made to the Monthly Service Charge in the event of emergency or maintenance service interruption lasting less than twenty-four (24) hours.

12. Notices: All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:	with copy to:	to Harrisburg:	with copy to:
City Manager	Albert Benshoff, Esq.	Town Administrator	Richard M. Koch, Esq.
City of Concord	City Attorney	PO Box 100	3220-201
PO Box 308	PO Box 308	Harrisburg, NC 28075	Charlotte, NC 28269
Concord, NC 28026	Concord, NC 28026		
Fax:	Fax:	Fax: 704-455-1206	Fax: 704-503-5707

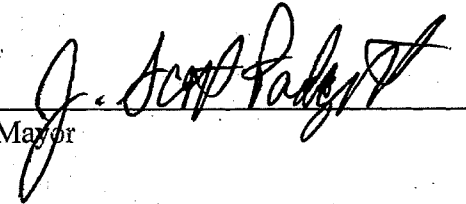
13. This Agreement does not affect any of the rights of Harrisburg under a July 9, 2003 Agreement Allowing Purchases of Water from Charlotte Mecklenburg Utilities by Harrisburg. Harrisburg may acquire water from any other sources, including public entities that may hold an inter-basin transfer ("IBT") permit ("IBT Entity"). Harrisburg stipulates that if it obtains water from another public IBT Entity, the amount of such purchase will not be counted as a part of the water allocated to Concord in the IBT permit issued to Concord-Kannapolis in 2007.

14. Miscellaneous Provisions:

- a) **Regulatory Bodies:** The parties through this Agreement seek to exercise and maintain all sovereign rights granted to them under and through the Constitution and laws of the State of North Carolina. This Agreement shall be subject to all valid rules, regulations, and laws passed or promulgated by the United States of America, the State of North Carolina, or any governmental body or agency having lawful jurisdiction, or any authorized representative or agency of any of them; provided, however, that this provision shall not be construed as waiving the right of any party to challenge the validity of such rule, regulation, or law on any basis, including the impairment of this Agreement.
- b) **Change of Law:** The terms and conditions of this Agreement and covenants made between the parties are based upon existing law as of the date of this Agreement. All terms and conditions are intended by the parties to be absolute and fixed.
- c) **Applicable Law:** This Agreement shall be construed and enforced in accordance with the laws of the State of North Carolina.
- d) **Severability:** Should any provision of this Agreement, for any reason, be declared invalid or void, such decision shall not affect the remaining provisions, which shall remain in full force and effect as if this Agreement had been executed with the invalid provision eliminated.
- e) **Assignment:** Except as specifically provided, neither party shall assign or transfer this Agreement or any rights or interests herein without the written consent of the other party. The right to receive all payments which are required to be made by Harrisburg to Concord in accordance with the provisions of this Agreement may be assigned by Concord to a trustee as provided in a financing facility approved by the Local Government Commission. Harrisburg will, upon notice of assignment to such trustee, make all payments directly to such trustee. The rights of Concord to enforce the provisions of this Agreement may be assigned to such trustee and, in such event, the trustee will have the right to enforce this Agreement at law or in equity with or without the further consent or participation of Concord.
- f) **Execution in Counterparts:** This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all of which shall constitute but one and the same instrument.
- g) **Modification and Amendment:** No change, amendment or modification to this Agreement shall be made which will affect adversely provisions authorized and issued under a financing facility approved by the Local Government Commission. All modifications and amendments to be made to this Agreement will be in writing, agreed to by both parties.
- h) **Exhibits:** All exhibits referenced in this Agreement are incorporated herein by reference as integral parts of this Agreement.
- i) The parties acknowledge that the terms of the Agreement to Supply Treated Water dated May 5, 1995, as assumed by Concord, require that any amendment to that document be approved by Cabarrus County. The parties to this Agreement agree to jointly seek that approval within one (1) month of the execution of this Agreement.

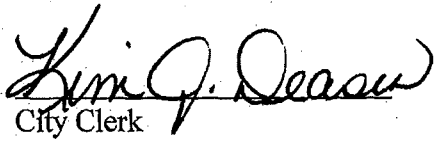
IN WITNESS, this Agreement has been executed by the Mayor of each party and attested and sealed by the Clerk to the Council, pursuant to authority granted by the governing council of each party.

CITY OF CONCORD

By: 
Mayor

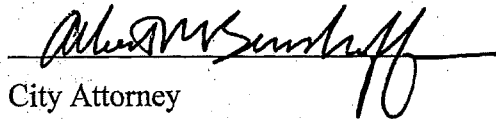
(SEAL)

Attest:


City Clerk

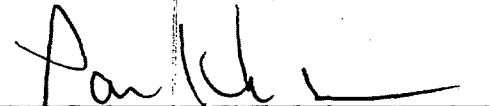


APPROVED AS TO FORM


City Attorney

APPROVAL BY CITY FINANCE OFFICER

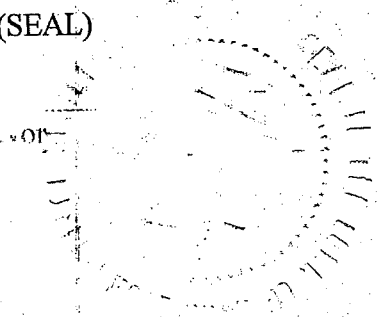
This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.


Signature

TOWN OF HARRISBURG

By: *Timothy B. Wolfe*
Mayor

(SEAL)



Attest:

Janet R. Kelly
Town Clerk

APPROVED AS TO FORM

December

Town Attorney

APPROVAL BY TOWN FINANCE OFFICER

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

[Signature]
Signature

EXHIBIT A

Concord Industrial Customers

Name

Meter Size (inches)

Stavola Brothers (1)

3/4"

Stavola Brothers (2)

1"

Chemical Specialities

4"

CSR Hydro Conduit (1)

3"

CSR Hydro Conduit (2)

8"

Energy Recovery Resources (1)

2"

Energy Recovery Resources (2)

2"

Foils Inc.

3/4"

Hwy 49 C&D Landfill (1)

3/4"

Hwy 49 C&D Landfill (2)

1"

JB Hunt Transport Inc. (1)

2"

JB Hunt Transport Inc. (2)

2"

Laroche Industries (1)

2"

Laroche Industries (2)

3/4" Fire

Lillian Arthur

3/4"

Mallard Creek Polymers Inc (1)

2"

Mallard Creek Polymers Inc (2)

3/4" Fire

Southeastern Packaging (1)

2"

Southeastern Packaging (2)

2"

Southeastern Packaging (3)

2"

Southeastern Packaging (4)

4" x 8" Fire

Southeastern Packaging (5)

3/4" Fire

SECOND CONTRACT ADDENDUM

THIS SECOND CONTRACT ADDENDUM is made and entered into this the 29 day of August, 2018, by and between the City of Concord, North Carolina, a North Carolina municipal corporation (hereinafter referred to as the "City" or "Concord"), and Town of Harrisburg, North Carolina, a North Carolina municipal corporation (hereinafter referred to as "Harrisburg").

WHEREAS, the City and Harrisburg entered into an agreement dated June 30, 2008 for the sale of potable water to Harrisburg; and

WHEREAS, the City and Harrisburg entered into a Contract Addendum (hereinafter referred to as "First Addendum") dated July 2016, modifying the terms of the original agreement; and

WHEREAS the First Addendum provided that:

Sec. 1, Quality: Concord shall make available to Harrisburg and shall supply Harrisburg up to one million 600,000 (1,600,000) gallons per day (GPD) of potable water (the "Total Amount"). Harrisburg shall pay for at least seven hundred thousand (700,000) GPD (the Minimum Amount"), regardless of the amounts delivered to or used by Harrisburg. Upon mutual agreement, Concord shall increase availability to 2,000,000 gallons per day (GPD) and Harrisburg shall pay for at least one million (1,000,000) GPD regardless of the amounts delivered or used by Harrisburg.

Sec. 2, Term: This Agreement shall remain in effect until midnight on June 30, 2018, unless extended by both parties. On an annual basis, the parties agree to meet and review the Total Amount, the Minimum Amount, the Monthly Reserved Capacity Charge and the O&M Rate.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Agreement dated June 30, 2008 between the parties is hereby amended to read as follows:
2. Sec. 1, Quantity: Concord shall make available to Harrisburg and shall supply Harrisburg up to one million six hundred thousand (1,600,000) gallons per day (GPD) of potable water (the "Total Amount"). Harrisburg shall pay for at least seven hundred thousand (700,000) GPD (the Minimum Amount"), regardless of the amounts

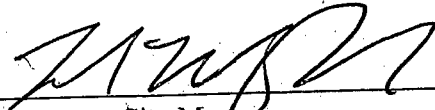
delivered to or used by Harrisburg. Upon mutual agreement, Concord shall increase availability up to 3,000,000 gallons per day (GPD) and Harrisburg shall pay for at least one million (1,000,000) GPD regardless of the amounts delivered or used by Harrisburg.

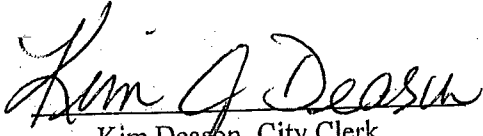
3. Sec. 2, Term: This Agreement shall extend for a period of five (5) years beginning effective August, 2018 and ending at midnight on July 31, 2023. On an annual basis, the parties agree to meet and review the Total Amount, the Minimum Amount, the Monthly Reserved Capacity Charge and the O&M Rate.
4. Concord desires to work with Harrisburg to provide elevated storage capacity from Concord's 850 hydraulic zone to facilitate Harrisburg requirement to meet Public Water Supply elevated storage requirements. Therefore using demand projection information provided by Harrisburg of a total average day demand of 3.24 and the current usage of 40% of this demand from Concord's 850 zone, the resultant requirement for elevated storage is 600,000 gallons. Concord is able to commit to this allocation for the duration of the contract. Concord has no expectation of additional elevated storage to support this demand area and must limit its commitment based upon current information supplied by Harrisburg. Both parties agree to recalculate the Capital Charge Amount based on the elevated storage allocation once Harrisburg constructs its second elevated storage tank and may no longer need this allocation.
5. Water quality problems that arise in the normal course of water treatment plant and distribution system operation form temporary complications and emergencies (i.e. elevated trihalomethanes, haloacidic acids, discoloration, etc.) shall be cause for discussion and coordinated efforts by appropriately responsible parties to resolve the issue as quickly as possible.
6. The parties agree to no more than 4% increase to the O&M rate annually unless unidentified federal or state recommendations are imposed that will significantly increase that annual budget for which Concord will initiate discussions as soon as possible to discuss mitigation options between parties.
7. All other terms and conditions of the Agreement and First Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Second Contract Addendum as of the day and year first above written.

CITY OF CONCORD:

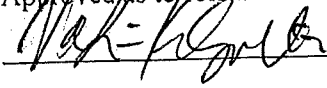
By:


Lloyd Payne, City Manager

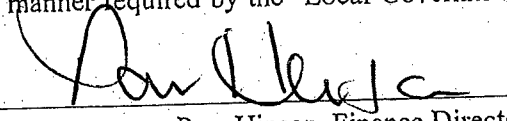

Kim Deason, City Clerk



Approved as to form:


VaLerie Kolczynski, City Attorney

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


Pam Hinson, Finance Director

TOWN OF HARRISBURG

By: Hayes M. Brizman



ATTEST:

Janet Rackley
Town Clerk

APPROVED AS TO FORM:

Richard M. Koch
Town Attorney

APPROVAL BY TOWN FINANCE OFFICER

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

J. Lee Connor Jr.

J. LEE CONNOR JR.

ASSISTANT TOWN MANAGER / FINANCE DIRECTOR

THIRD CONTRACT ADDENDUM

THIS THIRD CONTRACT ADDENDUM is made and entered into this the ___ day of 5/18/2023, 2023, by and between the City of Concord, North Carolina, a North Carolina municipal corporation (hereinafter referred to as the "City" or "Concord"), and Town of Harrisburg, North Carolina, a North Carolina municipal corporation (hereinafter referred to as "Harrisburg").

WHEREAS, the City and Harrisburg entered into an agreement dated June 30, 2008 for the sale of potable water to Harrisburg; and

WHEREAS, the City and Harrisburg entered into a Contract Addendum (hereinafter referred to as "First Addendum") dated July 2016, modifying the terms of the original agreement; and

WHEREAS, the City and Harrisburg entered into a Second Contract Addendum (hereinafter referred to as "Second Addendum") dated August 2018, modifying the terms of the original agreement and First Addendum; and

WHEREAS the Second Addendum provided that:

Sec. 1, Quantity: Concord shall make available to Harrisburg and shall supply Harrisburg up to one million six hundred thousand (1,600,000) gallons per day (GPD) of potable water (the "Total Amount"). Harrisburg shall pay for at least seven hundred thousand (700,000) GPD (the Minimum Amount"), regardless of the amounts delivered to or used by Harrisburg. Upon mutual agreement, Concord shall increase availability up to 3,000,000 gallons per day (GPD) and Harrisburg shall pay for at least one million (1,000,000) GPD regardless of the amounts delivered or used by Harrisburg.

Sec. 2, Term: This Agreement shall extend for a period of five (5) years beginning effective August, 2018 and ending at midnight on July 31, 2023. On an annual basis, the parties agree to meet and review the Total Amount, the Minimum Amount, the Monthly Reserved Capacity Charge and the O&M Rate.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. The Agreement dated June 30, 2008 between the parties is hereby amended to read as follows:

2. Sec. 1, Quantity: Concord shall make available to Harrisburg and shall supply Harrisburg up to two million (2,000,000) gallons per day (GPD) of potable water (the “Total Amount”). Harrisburg shall pay for at least seven hundred thousand (700,000) GPD (the Minimum Amount”), regardless of the amounts delivered to or used by Harrisburg.
3. Sec. 2, Term: This Agreement shall extend for a period of one (1) year beginning effective when signed and ending at midnight on June 30, 2024. On an annual basis, the parties agree to meet and review the Total Amount, the Minimum Amount, and the O&M Rate.
4. Water quality problems that arise in the normal course of water treatment plant and distribution system operation from temporary complications and emergencies (i.e. elevated trihalomethanes, haloacidic acids, discoloration, etc.) shall be cause for discussion and coordinated efforts by appropriately responsible parties to resolve the issue as quickly as possible.
5. The parties agree to no more than 4% increase to the O&M rate annually unless unidentified federal or state recommendations are imposed that will significantly increase that annual budget for which Concord will initiate discussions as soon as possible to discuss mitigation options between parties.
6. Term 4 from the Second Addendum is removed as Harrisburg no longer requires contracted storage capacity.
7. All other terms and conditions of the Agreement and First and Second Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Third Contract Addendum as of the day and year first above written.

CITY OF CONCORD:

By:

Lloyd Payne, City Manager

Kim Deason, City Clerk

(SEAL)

Approved as to form:

VaLerie Kolczynski, City Attorney

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

Jessica Jones, Finance Director

TOWN OF HARRISBURG

DocuSigned by:
By: *[Signature]*
EA7252CCA8F46B...
Town Manager

(SEAL)

ATTEST:

[Signature]
Town Clerk



APPROVED AS TO FORM:

DocuSigned by:
[Signature]
53E13D8B9A3F468...
Town Attorney

APPROVAL BY TOWN FINANCE OFFICER

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

DocuSigned by:
[Signature]
0E600CB50121494...
Finance Director

City of Concord Co-Sponsorship Application (page 1)

Today's Date: May 2, 2023	
Name of Event: Art Walk on Union	
Date(s) of Event: 6/24/2023	Location: Union St and Cabarrus Ave.
Brief Description of Event: Art Walk on Union is a community event in partnership with the Cabarrus Arts Council and Downtown Concord to bring local artists and their goods to downtown. Music, food and art is brought together in the heart of our city.	
Lead Sponsor: Downtown Concord/Cabarrus Arts Council	
Contact Person for Event/Request: Liz Fitzgerald	
Address: 65 Union Street South	
Phone: 704 920-2787	
Website & Email Address (if applicable): www.cabarrusartsCouncil.org liz@cabarrusartsCouncil.org	

This event is sponsored by (Place an X in the box in front of the one that applies):

X	A non-profit with current tax-exempt status that provides direct services or funds to residents and businesses in Concord; OR
	Another group that provides a service to the City of Concord residents. (please explain)

What is the primary service or product of the sponsoring organization?

CAC presents, promotes + inspires creativity throughout our community.
ArtWalks provides vendor space to regional independent artists + small arts businesses alongside Concord's downtown businesses to foster economic vitality, drive engagement + connect community.

City of Concord Co-Sponsorship Application (page 2)

What is the primary benefit of the event to the Concord community?

This event is free and open to everyone in Cabarrus and beyond and routinely draws 4000-6000 visitors to the downtown. It benefits the businesses downtown as well as individual artisans. Even with the streetscape project we are able to accommodate ~80 vendors. This is a perfect event for Concord families - with arts activities, food trucks, music + more. The event promotes positivity, creativity + economic development. The partnership between Downtown Concord + CAC is key to our mutual success.

What in-kind support/resources from the City will this event require?

As in past Art Walk events, the event requests assistance for police presence before and during the event. Typically we request 5 officers. Additionally, we request transportation barricades to be provided the Friday before the event and picked up on the Monday following the event. We also request 4 trash cans to be provided by solid waste to be dropped off before the event and picked up after the event.

City of Concord Co-Sponsorship Application (page 3)

How can your organization demonstrate the experience and expertise to successfully execute this event?

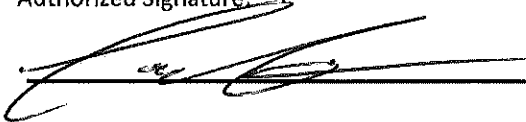
CAC has been the key arts organization bringing great arts experiences to citizens of all ages since 1982. We are the designated county partner to support arts organizations across Concord with grants and capacity building activities. The partnership between Downtown Concord + CAC that created ArtWalks has been a proven success for all involved.

CITY OFFICE USE ONLY

Emergency Management -
City Manager's Office:

Date Received: 5/5/2023

Authorized Signature:

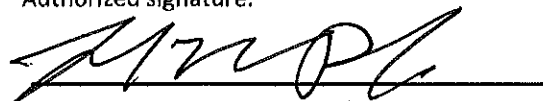


Date final application is submitted to City Manager _____

City Manager (or designee) -
City Manager's Office:

Date Reviewed: June 1, 2023


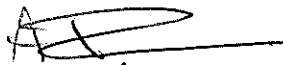



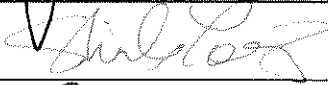


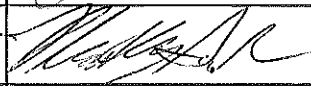
Authorized signature:



Final review for City Council submission

City of Concord Co-Sponsorship Application (page 4)

Review of In-Kind Support from City Departments if applicable:

Department	Date Application Received	Date Application Review Completed	Departmental Signature
Buildings & Grounds			
Electric			
Environmental Services			
Downtown Office			
Fire			
Parks & Recreation			
Police			
Public Information Office			
Transportation/Streets			
Other			

If applicable, values for in-kind support should be submitted to the Emergency Management Coordinator once the departmental review is completed.

City of Concord Co-Sponsorship Application (page 1)

Today's Date: <i>May 24, 2023</i>	
Name of Event: <i>Juneteenth Block Party 2023</i>	
Date(s) of Event: <i>June 17, 2023</i>	Location: <i>Caldwell Park + Georgia St.</i>
Brief Description of Event: <i>Celebrating the end of Slavery with music Food, Education and Fun.</i>	
Lead Sponsor: <i>HBCU Hero Optimist Club</i>	
Contact Person for Event/Request: <i>Wilma King Means</i>	
Address: <i>328 Melrose Dr., Concord NC 28025</i>	
Phone: <i>7047771920</i>	
Website & Email Address (if applicable): <i>Wilnameans@aol.com</i>	

This event is sponsored by (Place an X in the box in front of the one that applies):

<input checked="" type="checkbox"/>	A non-profit with current tax-exempt status that provides direct services or funds to residents and businesses in Concord; OR
<input type="checkbox"/>	Another group that provides a service to the City of Concord residents. (please explain)

What is the primary service or product of the sponsoring organization?

<p><i>Providing Police and Firemen to instruct you people In Bike safety to promote bike safety and the proper way to care for a bike. Improving the lives of Children in the Logan Community</i></p>

What is the primary benefit of the event to the Concord community?

<p><i>Encourage positive interaction between the Police and Fire Dept. with the young people in the Logan Community. And build unity within the community.</i></p>
--

City of Concord Co-Sponsorship Application (page 2)

What in-kind support/resources from the City will this event require?

Police Officers for a Bike Rodeo
Firemen for a Bike Rodeo + ~~the~~ Education
Blocking Georgia St.
Waiver of the 15% to City

How can your organization demonstrate the experience and expertise to successfully execute this event?

For 30 plus years the Optimist Clubs in Concord have partnered with the City, County and Schools to help support positive activities for young people and strength the Logan Community

CITY OFFICE USE ONLY

Emergency Management --

City Manager's Office:

Date Received: 5/26/2023

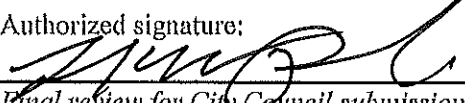
Authorized Signature: Jan Crane

Date final application is submitted to City Manager: _____

City Manager (or designee) -


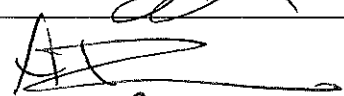
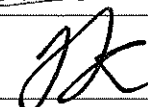

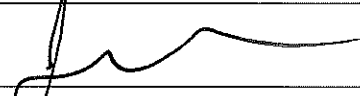

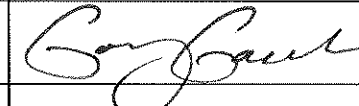
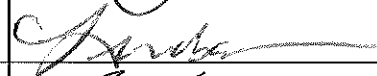

City Manager's Office:

Date Reviewed: June 1, 2023

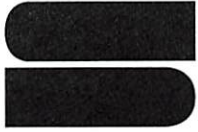
Authorized signature: 
Final review for City Council submission

City of Concord Co-Sponsorship Application (page 3)

Review of In-Kind Support from City Departments if applicable:

Department	Date Application Received	Date Application Review Completed	Departmental Signature
Buildings & Grounds			
Electric			
Environmental Services			
Downtown Office			
Fire			
Parks & Recreation			
Police			
Public Information Office			
Transportation/Streets			
Other			

If applicable, values for in-kind support should be submitted to the Emergency Management Coordinator once the departmental review is completed.



Southeastern Consulting Engineers, Inc.

April 24, 2023

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

Ref.: Proposal for Electrical Construction Crews Contract
Bid #2574

Dear Alex:

The City received six proposals for furnishing Electrical Construction Crews on April 20, 2023, at 2:00 PM. A tabulation of the proposals received is attached.

The most attractive proposal that was in compliance with the bid documents was submitted by Williams Electric Company in the evaluated amount of \$6,077.83/hr. for all possible types of crews and equipment. Williams Electric has a long working history with the City of Concord and has performed well.

We would, therefore, recommend that you accept Williams Electric Company's proposal and authorize us to prepare the necessary contract documents.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By

Jerry L. Ford, Jr., P.E.
Sr. Design Engineer/Treasurer

JLF/lc

Attachment

cc: Mr. Dennis Tarlton

BID TABULATION
Electric System Crews

City of Concord
Concord, North Carolina

Date: April 20, 2023 at 2:00 PM
Bid No. 2574

<u>Bidder</u>	<u>Carolina Powers Signal</u>	<u>Lee Electrical Construction</u>	<u>Pike Electric</u>	<u>PowerGrid</u>	<u>ULCS</u>	<u>Williams</u>
Overhead Crew	\$ <u>2,341.20</u>	\$ <u>2,130.25</u>	\$ <u>2,196.05</u>	\$ <u>2,405.50</u>	\$ <u>2,674.00</u>	\$ <u>2,116.15</u>
Miscellaneous Transmission Equipment	<u>683.00</u>	<u>626.10</u>	<u>589.26</u>	<u>1,006.52</u>	<u>586.54</u>	<u>328.00</u>
Underground Crew	<u>2,488.20</u>	<u>2,365.00</u>	<u>2,758.15</u>	<u>2,695.90</u>	<u>2,924.65</u>	<u>2,148.30</u>
Service Crew	<u>754.12</u>	<u>652.22</u>	<u>655.98</u>	<u>737.56</u>	<u>760.20</u>	<u>583.78</u>
Miscellaneous Equipment	<u>1,729.50</u>	<u>2,116.50</u>	<u>1,365.93</u>	<u>2,187.60</u>	<u>1,527.27</u>	<u>803.70</u>
General Foreman	<u>105.00</u>	<u>101.75</u>	<u>103.67</u>	<u>105.44</u>	<u>114.70</u>	<u>97.90</u>
TOTAL, Evaluated Cost Electric System Crew (Rate Per Hr.)	\$ <u><u>8,101.02</u></u>	\$ <u><u>7,991.82</u></u>	\$ <u><u>7,669.04</u></u>	\$ <u><u>9,138.52</u></u>	\$ <u><u>8,605.36</u></u>	\$ <u><u>6,077.83</u></u>

Evaluated Cost per hour = 5 x Overhead Crew + 2 x Misc. Transmission Equipment + 5 x Underground Crew + 2 x Service Crew + 3 x Misc. Equipment + General Foreman



POSSIBLE MCEACHERN GREENWAY EXTENSION

BEACH
PLAYGROUND

ACTIVITY ZONES

ACTIVITY SHELTER

ACCESSIBLE PARKING

PARKING AREA STORM WATER CONVEYANCE

TERRACED GARDENS AND RAMPS/PATHS

EMERGENCY AND ACCESSIBLE ACCESS

OUTDOOR PATIO GATHERING SPACE

PARKING AND SERVICE

BIKE LOOP GOES UNDER BRIDGE/BOARDWALK

TREE HOUSE AND SWINGING BRIDGE/BOARDWALK

ORCHARD

'AVIARY' SHADE SAIL FOR OUTDOOR ACTIVITIES: FITNESS, ARCHERY, DISC GOLF SKILLS, ETC.

RAIN GARDEN

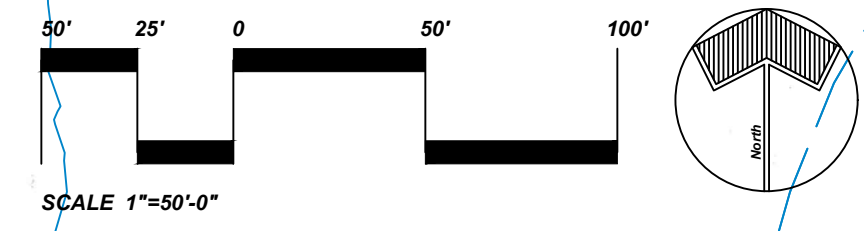
OUTDOOR CLASSROOM AND WORKSPACES

OVERLOOK SITTING AREA

PROPOSED MCEACHERN MAIN GREENWAY TRAIL - ASPHALT

BIKE LOOP/TRAIL

DAVID PHILLIPS ACTIVITY CENTER



Burrage Road Park - Concept Plan

Concord, NC
Adopted: September 10, 2020

Concord
NORTH CAROLINA
PARKS & RECREATION

viz
Urban Design
Land Planning
Landscape Architecture
www.viz.design

April 13, 2023

Mr. Taylor Morris
City of Concord Parks + Recreation
Program Coordinator

**RE: David Phillips Park Construction Documents
Charlotte, North Carolina
OPCOC23002.00**

Dear Mr. Morris

We are pleased to offer this proposal for construction document, permitting, and construction administration assistance services for the park site located in Concord, NC.

PROJECT UNDERSTANDING

SITE

The project intent is the renovation of the existing David Phillips Recreation Center and Park, located at 946 Burrage Road NE Concord, NC 28025. The parcel is identified as PIN 56215930250000 within the Cabarrus County GIS system and is approximately 10.387 acres. The site is currently developed with an activity center, parking lot, shelter, and natural trails. Proposed Park elements to include the following (see attached Exhibit A):

- > terraced ADA walk + hillside garden;
- > restroom facility at existing shelter;
- > nature based playground;
- > flex area for games;
- > creek side learning area;
- > hillside slide;
- > creek side boardwalk overlook;
- > outdoor classroom + bird watching area with shade structure;
- > aggregate + paved trails;
- > tree house + ADA boardwalk ramp;
- > integrated rain garden style stormwater facilities;

The proposed budget for the project is \$2,500,000 with park elements being provided in a single phase of construction.

ASSUMPTIONS

- > Adjacent site data such as roads, property ownership and land uses will be provided by the design team and sourced from Cabarrus County GIS.

- > Project boundary survey, topography and location of existing structures provided to McAdams by the City of Concord in CAD format for production of construction drawings. Any discrepancies or deficiencies of the survey are not McAdams's responsibility.
- > The City of Concord will provide access to existing facilities and grounds associated with the investigation of the proposed project location.
- > Architecture, MEP, and structural design services provided by Labella, as a sub-consultant to McAdams.
- > Traffic studies or traffic engineering services are not included in this scope of work.
- > City to provide hydrant flow test data adjacent to site.
- > Water and Sewer Utilities are adjacent to the subject property and contain adequate capacity for the intended development.
- > Geotechnical and soils investigations are done by others
- > Stormwater control measures do not necessitate the design of pumps
- > Stormwater control measures do not necessitate active water treatment systems
- > Project design will be completed +/- 6 months from notice to proceed.

PROPOSED SERVICES + FEES

We propose the following services (Alphanumeric task numbers are for internal coding purposes):

CONSTRUCTION DOCUMENT SERVICES

D11.20 Landscape Architecture Schematic Design:

FEE: \$8,960

Using the approved preliminary concept drawing and program as a basis for design, McAdams will refine the preliminary concept drawing to include revisions based on any comments received on the concept alternatives (see Exhibit A), including the arrangement and selection of hardscape elements and plant materials. The chosen concept alternative will be digitized into AutoCAD. These documents will be at a 30% construction document level and suitable for cost estimating.

McAdams will work with the Client and subconsultants to prepare a Schematic Design Document package that consists of plans and preliminary details for major project elements to better define design intent, inspiration imagery, selection of preliminary hardscape elements, schematic enhanced planting design, and a preliminary plant palette.

McAdams will submit Schematic Design deliverables as listed below for Client review and comment. Deliverables are to be electronically provided in PDF format. Comments will be gathered and will become the basis for revisions to follow in subsequent design services tasks.

Deliverables:

- Existing Conditions Plan (survey provided by client)
- SD Site Plan

- SD Fine Grading and Drainage Plan
- SD Site Details
- SD Landscape Plan

A3.10 Civil – Schematic Design (30% Drawings):

FEE: \$11,000

Prepare civil schematic drawings for the Park features based on the concept plan approved by the Client. These documents will be at 30% construction document level and suitable for cost estimating.

Deliverables:

- Demolition Plan
- Grading and Drainage Plan
- Erosion Control Plan
- Utility Plan
- Site & Utility Details

A4.10 Stormwater Design Validation, Schematic Design and Calculations:

FEE: \$16,250

McAdams will review design sketches and preliminary concepts completed by others with owner requested modifications. Perform built-upon area calculations to determine proper sizing and number of stormwater control measures (SCMs). Propose types of SCMs to be used including size and location to fit with the preliminary concepts and renderings.

D11.21 Opinion of Probable Construction Cost:

FEE: \$2,250

The design team will prepare a detailed, SD level opinion of probable cost for planning purposes. The opinion of probable cost will include unit prices, any project assumptions, soft costs (i.e., consulting costs for preparation of construction drawings), contingencies and escalation (projecting construction costs for Jan. 2020, July 2020, Jan. 2021 and Jan. 2022).

D11.25 Landscape Architecture Design Development (60% Drawings):

FEE: \$17,160

Using the client approved schematic master plan and based upon an SD level cost estimating exercise. McAdams will further develop plans to a design development level of drawings. We will coordinate with Civil Engineer, Architect, MEP, and Playground designer regarding plan to concurrently develop their sets of DD drawings. If there are any significant site plan changes causing a new vision to be created an additional service request will be provided to the Client. We will differentiate the landscape plans, so it is understood what is required by the municipality and other regulatory authorities with jurisdiction, and

what is above and beyond regulatory requirements as an enhanced design to be priced and installed by Contractor. These documents will be at 60% construction document level and suitable for cost estimating.

Deliverables:

- General Notes
- Existing Conditions Plan
- Tree Protection Plan
- Site Plan
- Layout Plan
- Site Details
- Landscape Plan (code and enhanced)
- Outline Specifications (specifications manual organized and finalized by client)

D3.10 Civil – Design Development (60% Drawings):

FEE: \$19,500

Prepare civil construction drawings for the Park features based on the schematic plan approved by the Client. These documents will be at 60% construction document level and suitable for cost estimating.

Deliverables:

- Demolition Plan
- Grading and Drainage Plan
- Erosion Control Plan
- Utility Plan
- Site & Utility Details

D4.10 DD Drawings and Creation of Stormwater Impact Analysis

FEE: \$12,500

This task includes taking the approved schematic drawings and designing two (2) SCMs to accommodate the proposed park stormwater requirements. This task also includes creating a comprehensive SIA for the Park. The SIA serves as the basis for stormwater compliance of the Park and the necessary calculations to both demonstrate its compliance and to effectively engineer the stormwater measures. The result of this task will be used for permitting the SCMs through local and/or state stormwater entities.

- As some SCM types have the potential for infiltration and this may be desired, geotechnical, infiltration testing is NOT provided as part of this scope item.

D11.30 Landscape Architecture Construction Documents:

FEE: \$8,800

McAdams will revise and further develop the proposed hardscape and landscape design based on input and direction from the Client following their review of the Design Development Document package.

Revisions will include refinement of the arrangement and selection of hardscape elements including surface materials, site furnishings, and custom-built site elements; plant materials, including soil amendments, mulch, staking, and edging.

The Construction Documents shall set forth, in detail, the requirements for the project, including drawings and details that establish the quality levels of materials and systems required for the project including:

- Sidewalk, terraces, pedestrian paving and detailing
 - not including pavement design for vehicular use areas or structural design for support systems
- Decks, boardwalks, handrails, seat walls, steps, and ramps
- Retaining wall system and aesthetics only
 - will coordinate with structural for wall design and details.
- Amenities such as garden terraced ramp, outdoor classroom + bird watching area, creek side classroom, hillside slide, playground, and flex space.
- Site furnishings, fences, and gates
- Trees, shrubs, groundcover, and lawns, and irrigation performance specification

Construction Drawings deliverables as listed below will be at 90% completion level and delivered to the Client in the form of black and white technical drawings generated from AutoCAD, in PDF format, for final review and comment. Comments will be gathered and incorporated into the Final (100%) Construction Documents upon which the contract with the selected Contractor will be based.

Deliverables:

- General Notes
- Existing Conditions Plan
- Tree Protection Plan
- Site Plan
- Layout Plan
- Site Details
- Landscape Plan (code and enhanced)
- Finalized written specifications provided to client for incorporation into final specifications manual compiled by the client.

D3.15 Civil - Construction Drawings:

FEE: \$12,750

Prepare detailed construction drawings for the Park features based on the design development package approval. The construction documents will be prepared as required for a single-phase construction document package, and will include plan drawings, supporting technical reports, and design computations (storm drainage design, erosion control design, etc.). These documents will also be suitable for bidding by the Owner's preferred Site Contractor.

Deliverables:

- Demolition Plan
- Grading and Drainage Plan
- Erosion Control Plan
- Utility Plan
- Site & Utility Details

D4.20 Stormwater Impact Analysis Update and Construction Drawings

FEE: \$18,000

This task includes design of two (2) of the proposed SCMs designed at the DD drawings as required to address staff comments and provide additional design details. This task includes drafting specifications, providing draft construction drawings and updating the site SIA for the Park. This task also includes finalizing both the specifications and the stormwater construction drawings for the Park base on a round of comments provided by staff and stakeholders.

- As some SCM types have the potential for infiltration and this may be desired, geotechnical, infiltration testing is NOT provided as part of this scope item.

L1.01 Architectural + MEP + Structural Design Services (SD, DD, CD Drawings + Limited CA)

FEE: \$83,000 (8,300 of this fee is construction administration assistance)

McAdams will work with Labella to Architectural and Engineering (Structural, Mechanical, Electrical, Plumbing) design as it pertains to defined project scope. Labella will develop and support the project through all phases of design and construction. The phases involved will include Pre-Design, Schematic Design, Design Development, Construction Documents, Bidding, and Construction Administration.

L2.01 Playground Design

FEE: \$24,900

McAdams will coordinate with Earthscape to design a nature-based playground, and hillside slide with an estimated budget of \$500,000 for equipment excluding installation costs. It is assumed that the playground included the following scope:

- Potential for Tower system with connecting bridges and additional Log Play
- Elevated Adventure Village is another possibility – utilize a combination of
- Collections equipment (Log Tangles, Piles, Jams & Rope Challenges)
- Opportunity for environmental education
- Provide equivalent facilitation routes for ADA access within equipment.
- Hillside slide design.
- Potential for shade sail collaboration
- Play structures shall be designed to fit within the natural context of the surrounding landscape.

PERMITTING SERVICES**D11.90 Permitting (Landscape Architecture):**

FEE: By hourly charges in accordance with the attached Rate Schedule: estimated to be \$2,500. Fee assumes submittal to all regulatory agencies simultaneously.

Prepare application forms and submit documents for required permitting identified during Due Diligence specific to items of the proposed landscape and hardscape plans including site amenities and required code plantings. Revise and resubmit documents as appropriate to address and respond to reviewer comments to achieve approval and permitting for site construction (application fees by owner). This scope includes three cycles of submittals and comments. If additional cycles are necessary, additional services will be provided under a separate change order.

Permits include:

- > NCDEQ Grading Permit
- > City of Concord Zoning Review
- > Cabarrus County Building Review

Ongoing coordination with Architect, MEP and structural engineer shall be provided in this phase. Coordination for the Building Permit (to be submitted by Architect) will be provided as part of this permitting task.

Note: Meetings with municipalities and/or reviewers and/or Code Enforcement officers will be charged to this task. This scope assumes a maximum of [one (1)] on site review and a maximum of [five (5)] meetings during the permitting process.

E3.10 Civil Construction Permitting:

FEE: By hourly charges in accordance with the attached Rate Schedule: estimated to be \$6,500. Fee assumes submittal to all regulatory agencies simultaneously.

Prepare application forms and submit construction documents to the City/State and respond to review comments and questions. Revise construction documents as may be required to achieve approval and permitting for the proposed improvements, utilities and storm drainage systems (application fees by Client).

E4.10 Stormwater Drawing Permitting:

FEE: By hourly charges in accordance with the attached Rate Schedule: estimated to be \$9,700. Fee assumes submittal to all regulatory agencies simultaneously.

Prepare application forms, Stormwater Impact Analysis and submit construction documents to the City/State and respond to review comments and questions. Revise construction documents as may be required to achieve approval and permitting for the proposed SCMs (application fees by Client).

Note: Meetings with municipalities and/or reviewers and/or Code Enforcement officers will be charged to this task. This scope assumes a maximum of [one (1)] on site review and a maximum of [three (3)] virtual meetings during the permitting process.

BID PHASE SERVICES

D11.40 Bidding + Negotiation Assistance:

FEE: \$1,920

McAdams will provide limited bidding and negotiation phase services to aid the Client in responding to requests for information, compiling addenda, and answering questions during the bid process; attending a pre-bid meeting at the site to review the plans with contractors and answer questions, and attending the bid opening.

It is assumed that the Client will be responsible for establishing a bid procedure, hosting both a pre-bid and bid opening meeting, tabulating bids, and determining a selected, qualified contractor to execute the contract and construct the designed improvements. McAdams will NOT be responsible for providing printed copies of plans and specifications to prospective bidders.

McAdams will help the Client to negotiate an acceptable contract price based upon the bid and to establish supplemental terms and conditions for inclusion in the Client's preferred contract format. McAdams will help develop a method for administering aspects of the contract including project scheduling and schedule revision request procedures, pay application procedures, submittals + review procedures, and will aid the Client in contract administration tasks as required.

Following clarification addenda in the bid process, selection of add or deductive alternates included in the bid set, or revisions per permit agency comments, the drawings and specifications will be revised and compiled into a 100% Conformed Construction Document set and provided to the selected Contractor as the "Final - Released for Construction" documents.

CONSTRUCTION PHASE SERVICES

D11.45 Construction Phase Services (Landscape + Hardscape + Civil Coordination)

FEE: By hourly charges not to exceed \$9,680

McAdams will provide Landscape, Hardscape, + Civil Construction Observation throughout the construction process including submittal reviews, constructed mock-ups that may be required, receipt and response to formal requests for information (RFI) from the Contractor. Scope for this task includes:

- > Attend and participate in 1 preconstruction meeting
- > Site visits as needed from owner's project manager throughout the construction process (estimated 12 visits).
- > RFIs and reviewing/approving shop drawings
- > Bulletin Drawings

- > Development of punch lists and pre / final inspections in support of project close-out

14.10 As-built Analysis and Certification of Stormwater Control Measures:

FEE: \$9,000

Review as-built survey and provide a walk-through field visit for certification to the City of Concord that up to three (3) stormwater control measures have been constructed per the approved construction documents. Fee assumes the as-built field survey will be provided by others and that the facility can be certified. Scope assumes one punch list will be generated based on grading review of the provided survey and one upon initial field inspection. The facility will be certified upon follow up inspection after punch list items have been resolved. If more than one punch list is required or if significant changes to the approved calculations are required to certify the facility, then additional scope will be invoiced on an hourly basis per the attached Rate Schedule

FEE SUMMARY

Task	Fee
Construction Document Services	\$226,770
Permitting Services	\$18,700
Bid Phase Services	\$1,920
Construction Phase Services	\$26,980
Reimbursables (not to exceed)	\$2,000
Additional SCM Design	14,250
Total Fee	\$290,620

EXTRA SERVICES
J. Additional Services:
D4.25 Additional SCM:

FEE: \$14,250

If necessary, there may be a need for a third stormwater control measure due to the distribution of built-upon area through the site. This task includes stormwater construction drawings as-well as the stormwater calculations and incorporation into the SIA to use an additional third SCM.

When requested by the Owner and confirmed by the Owner and/or Firm in writing, the Firm shall perform services in addition to those described above in this Agreement and the Owner shall compensate the Firm by hourly charges in accordance with the attached Rate Schedule.

REMBURSABLES**K. Reimbursable Expenses:**

FEE: As Required - Not to Exceed \$2,000

Project related direct expenses including printing when requested by Owner (excluding cost of reproductions for consultants own use), photography, travel, parking, lodging, permit fees, and other miscellaneous expenses incurred by McAdams, or it's consultants on behalf of the Client will be reimbursed by Client and invoiced at cost. These charges will be itemized on the monthly invoices.

PROJECT SCHEDULE

The Firm's services shall be performed as expeditiously as is consistent with professional skill and care and the orderly progress of the project. The following is the expected schedule for completion of work on this project:

Work to completed in +/- 6 months from notice to proceed.

The time limits and schedule set forth above have been agreed to by the Owner and Firm, but the time limits and schedule shall be extended for (1) reasonable cause, or for (2) any delays associated with the Firm's work on the project that are not the sole responsibility of the Firm.

OWNER RESPONSIBILITIES

Owner shall be responsible for the following:

- > Notification to proceed;
- > Timely approval of sketches presented for Owner approval;
- > Timely providing of information from other professional services (architect, geotechnical engineer, etc.), as described hereinabove;
- > Payment of all application and permit fees;
- > Payment of invoices in accordance with Item 1 of Terms and Conditions; and
- > Notification to Firm of any problems, in accordance with Item 2 of Terms and Conditions.

EXCLUSIONS

The following services are not included in this Agreement:

- > Permit application, plans review or re-review fees;
- > Acquisition of easements; preparation of off-site easements;
- > Court appearances for litigation, or preparation for same; and
- > Environmental investigations, wetlands permitting, wetlands surveying.

GENERAL CONDITIONS

- > The attached “Terms and Conditions” shall apply to this Agreement.
- > This proposal is valid for 30 days from the above date.
- > Reimbursable expenses will be billed in accordance with the attached Rate Schedule.
- > Owner is responsible for all application and permit fees.

CONCLUSION

We appreciate this opportunity to propose our services. We are eager to pursue this project further and thank you for your consideration.

Sincerely,

MCADAMS



Nick Lowe, RLA Senior Landscape Architect, Planning + Design
Enclosures

ACCEPTANCE

By: _____

Date: _____

Name: _____

Title: _____

ACCOUNTING INFORMATION

Billing Contact: _____


Billing Contact Email Address: _____

Billing Contact Phone Number: _____

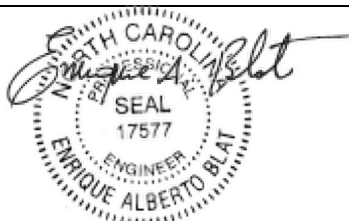
Billing Address: _____

EXHIBIT A



	Contractor Address	Performance Managed Construction, Inc. 36421 Sapp Rd. Concord, NC 28025	Lynn Thomas Grading, Inc. 230 Rocky River Church RD. Polkton.NC 28135

No.	Item: NCDOT Section or Reference #	Description	QTY.	Units	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)
1	800	Mobilization	1	LS	\$50,000.00	\$50,000.00	\$80,000.00	\$80,000.00
2	801	Construction Surveying	1	LS	\$14,000.00	\$14,000.00	\$6,000.00	\$6,000.00
3	SP-01	Traffic Control	1	LS	\$200,000.00	\$200,000.00	\$133,000.00	\$133,000.00
Erosion Control								
4	SP-02	Safety Fence	500	LF	\$2.00	\$1,000.00	\$3.00	\$1,500.00
5	1605	Temporary Silt Fence	200	LF	\$5.00	\$1,000.00	\$3.00	\$600.00
6	1660	Seeding and Mulching	1	AC	\$1,000.00	\$1,000.00	\$3,700.00	\$3,700.00
Asphalt Replacement								
7	250	Demolition and Removal of Existing Asphalt Pavement (see notes on Sheet 3 of plans)	620	SY	\$20.00	\$12,400.00	\$20.00	\$12,400.00
8	225	Demolition and Removal of Existing Traffic Island	19	SY	\$50.00	\$950.00	\$300.00	\$5,700.00
9	505	Shallow Undercut	450	CY	\$25.00	\$11,250.00	\$25.00	\$11,250.00
10	505	Class IV Subgrade Stabilization (ABC)	950	TN	\$35.00	\$33,250.00	\$40.00	\$38,000.00
11	607	Milling Asphalt Pavement, 2" Depth	170	SY	\$40.00	\$6,800.00	\$100.00	\$17,000.00
12	610	Asphalt Surface Course (2" Thick), Type S9.5C	100	TN	\$150.00	\$15,000.00	\$300.00	\$30,000.00
13	610	Asphalt Intermediate Course (5" Thick), Type I19.0C	200	TN	\$150.00	\$30,000.00	\$300.00	\$60,000.00
14	520	NCDOT Aggregate Base Course (ABC)	300	TN	\$40.00	\$12,000.00	\$40.00	\$12,000.00
15	270	Type 4 Geotextile	620	SY	\$2.00	\$1,240.00	\$2.00	\$1,240.00
16	852	Concrete Traffic Island Replacement	19	SY	\$200.00	\$3,800.00	\$500.00	\$9,500.00
17	1205	Thermoplastic Pavement Marking Lines, 4", 90 mils	300	LF	\$5.00	\$1,500.00	\$6.00	\$1,800.00
18	1205	Thermoplastic Pavement Marking Lines, 4", 120 mils	170	LF	\$7.00	\$1,190.00	\$8.50	\$1,445.00
19	1205	Thermoplastic Pavement Marking Lines, 24", 120 mils	25	LF	\$25.00	\$625.00	\$700.00	\$17,500.00
20	1251	Permanent Raised Pavement Markers	15	EA	\$30.00	\$450.00	\$120.00	\$1,800.00
21	904	Sign Erection-Relocate Type E (Ground Mounted)	1	EA	\$500.00	\$500.00	\$800.00	\$800.00
Temporary Access Lane to Roberta Farms								
22	225	Demolition and Removal of ex. Sidewalk	75	SY	\$50.00	\$3,750.00	\$70.00	\$5,250.00
23	225	Demolition and Removal of ex. Valley Curb	38	SY	\$50.00	\$1,900.00	\$70.00	\$2,660.00
24	828	Temporary Steel Plate to cover ex. Google Fiber box	1	EA	\$5,000.00	\$5,000.00	\$2,500.00	\$2,500.00
25	520	NCDOT Aggregate Base Course (ABC)	50	TN	\$50.00	\$2,500.00	\$40.00	\$2,000.00
26	610	Asphalt Surface Course (2" Thick), Type S9.5B	17	TN	\$300.00	\$5,100.00	\$750.00	\$12,750.00
27	250	Demolition and Removal of Temporary Access Lane	150	SY	\$50.00	\$7,500.00	\$100.00	\$15,000.00
28	848	5' Concrete Sidewalk Replacement	75	SY	\$100.00	\$7,500.00	\$200.00	\$15,000.00
29	846	Valley Curb Replacement	135	LF	\$80.00	\$10,800.00	\$120.00	\$16,200.00



ESTIMATED TOTAL	\$442,005.00	\$516,595.00
10% CONTINGENCY	\$44,200.50	\$51,659.50
TOTAL ESTIMATED COST	\$486,205.50	\$568,254.50

Certification : This is to certified to be an accurate tabulation for the project



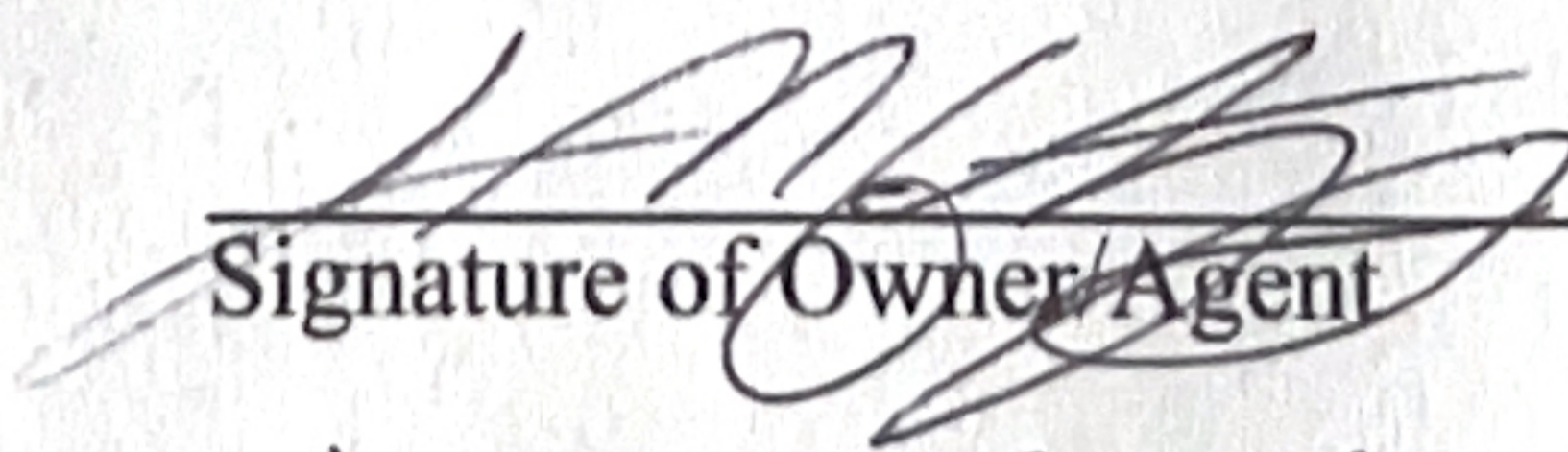
City of Concord, North Carolina

Preliminary Application – Extension of Concord Utilities outside Concord City Limits

(Please type or print in black ink)

1. Name of development: N/A
2. Name and address of owner(s)/developer(s): James Castonguay
200 Deerwood Drive Stanfield, NC 28163
3. Owner(s)/developer(s) telephone: 704-787-0223 Fax: _____
4. Name and address of surveyor/engineer: _____
N/A
5. Surveyor/engineer's telephone: N/A Fax: _____
6. Name, telephone and fax number, and address of agent (if any): _____
N/A
7. Name and address of person to whom comments should be sent: _____
James Castonguay 200 Deerwood Dr Stanfield, NC 28163
8. Telephone number of person to whom comments should be sent: 704-787-0223
Fax: _____
9. Location of property: _____
10. Cabarrus County P.I.N.#: 55288704800000
11. Current zoning classification: LDR
12. Total acres: .56 Total lots proposed: _____
13. Brief Description of development: Connecting an existing house on the property to
Concord Utilities water
14. Proposed Construction Schedule _____
15. Type of Service requested Water

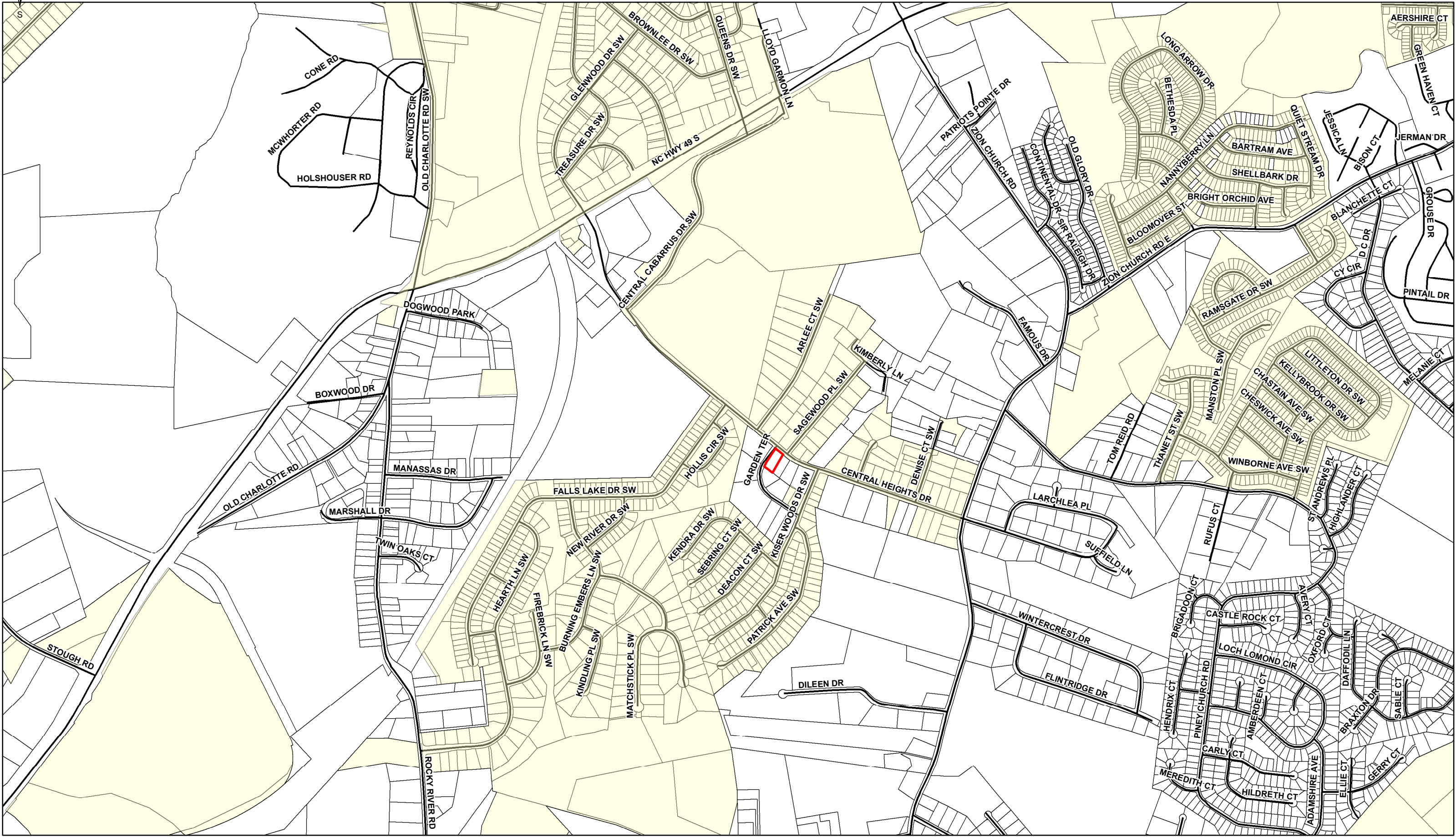
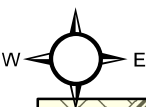
05/12/2023
Date


Signature of Owner/Agent
James Castonguay
Name (printed)

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

Staff Use Only:	
Received by: _____	Date: _____

Preliminary Application - 182 Central Heights



1 in = 1,000 ft

CONCORD CITY COUNCIL
BOARD AND COMMISSION APPOINTMENTS (All are 3 year terms with the
exception of the Fireman’s Relief Fund and the CDDC Board of Directors)

TERM EXPIRES

Alcoholic Beverage Control Board

(3 members all appointed by City) (NO LIMIT ON TERMS)

- | | | |
|----|------------------------------|---------|
| 1. | Scott Padgett | 6/30/23 |
| 2. | Brian Hiatt | 6/30/24 |
| 3. | Alan Benson (appt. 11/10/21) | 6/30/24 |

Fireman’s Relief Fund – (no term limit)

1. Jennifer Parsley
2. Terry Crawford

Concord/Kannapolis Transit Commission

(two Council Members appointed by City of Concord)

- | | | |
|----|---|----------|
| 1. | Betty Stocks (filling unexpired term of Ella Mae Small) | 12/31/23 |
| 2. | John Sweat | 12/31/23 |

Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO); TAC and TCC

(One-year terms)

TAC – (2 Council Members appointed)

- | | | |
|----|----------------------------|----------|
| 1. | JC McKenzie | 12/31/23 |
| 2. | Terry Crawford – alternate | 12/31/23 |

TCC – (2 City staff members appointed)

- | | | |
|----|--------------------------------|----------|
| 1. | Phillip Graham | 12/31/23 |
| 2. | LeDerick Blackburn – alternate | 12/31/23 |

Centralina Regional Council (one-year terms)

- | | | |
|----|------------------------|----------|
| 1. | Andy Langford | 12/31/23 |
| 2. | Brian King – alternate | 12/31/23 |

Planning & Zoning Commission

(7 members – 6 appointed by City and 1 by County (ETJ); 2 alternates – appointed by City)

(MEMBERS CANNOT SERVE MORE THAN 2 CONSECUTIVE 3-YEAR TERMS)

- | | | |
|-------------------------|---|---------|
| 1. | Phil Jones | 6/30/24 |
| 2. | Eric Williamson (reappointed to 2 nd term 6/10/21) | 6/30/24 |
| 3. | J King (reappointed 6/11/2020 – 2 nd term) | 6/30/23 |
| 4. | Brittany Evans | 6/30/24 |
| 5. | Maya Jones (reappointed to 2 nd term 6/9/22) | 6/30/25 |
| 6. | John Howard (reappointed to 2 nd term 6/9/22) | 6/30/25 |
| 7. | ETJ (County appointment) | |
| Alternates: 1. Jim Hays | | 6/30/25 |
| | 2. DeAnne Haney | 6/30/25 |

Board of Adjustment

(7 members – 6 appointed by City and 1 by County (ETJ); 2 alternates – appointed by City)
(MEMBERS CANNOT SERVE MORE THAN 2 CONSECUTIVE 3-YEAR TERMS)

1.	Steve Tice (reappointed to 2 nd term 6/9/22)	6/30/25
2.	David Niekamp (reappointed to 2 nd term 6/9/22)	6/30/25
3.	Steve Bradley (2 nd term)	6/30/23
4.	Cesar Correa (2 nd term)	6/30/23
5.	Chuck Collier	6/30/23
6.	Coretta Grant	6/30/23
7.	ETJ member	
Alternates:	1. Vamsi Pola	6/30/25
	2. Michael Jemison (apptd. 6/9/22)	6/30/25

Historic Preservation Commission (members do NOT have to reside in Historic District) (7 members and 2 alternates all appointed by City)

(MEMBERS CANNOT SERVE MORE THAN 2 CONSECUTIVE 3-YEAR TERMS)

1.	Anna Marshall	6/30/24
2.	Shelby Dry	6/30/23
3.	Mary Margaret Underwood	6/30/24
4.	Carolyn Coggins (reapp'd to 2 nd term 6/10/21)	6/30/24
5.	James Firth	6/30/24
6.	Ismail Diken	6/30/24
7.	William Isenhour	6/30/24
Alternates:	1. Aimee Cain	6/30/23
	2. Meredith Barbee	6/30/24

Library Board of Trustees

(County Board – City appoints 1 member and confirms 1 County appointment) (MEMBERS CANNOT SERVE MORE THAN 2 CONSECUTIVE TERMS)

City Appointment:	Amy Burns (appt'd 6/9/22)	6/30/25
Confirmed County Appointment:	Rachel Porter (appt'd 8/20)	8/31/23

WSACC

Council Appt'd: **Jennifer Parsley-Hubbard 6/30/23

City Member: Jeff Corley 6/30/25

** Jennifer Parsley-Hubbard was appointed to fill the unexpired term of Dave Phillips effective 1/1/22

Stormwater Management Advisory Committee

Group 1 - (2 members with engineering or scientific training, vocational experience, or strong personal interest in environmental mgmt. or preservation)

Group 2 - (2 members from recognized neighborhood associations)

Group 3 - (2 members from business or non-profit organizations)

At-Large Members (3)

(MEMBERS CANNOT SERVE MORE THAN 2 CONSECUTIVE TERMS)

Group 1

1.	Barry Hawkins	6/30/23
2.	Carie Irving (apptd 6/9/22)	6/30/25

Group 2

3.	Bertram Hinton, Jr. (reappt'd to 2 nd term 6/10/21)	6/30/24
4.	Jonathan Gruber	6/30/24

05/18/23

Group 3

- 5. Emily Burkhart 6/30/24
- 6. Nick Paladino 6/30/24

At large members

- 7. Don Seitz (reappt'd to 2nd term 6/10/21) 6/30/24
- 8. Kristin Roland 6/30/24
- 9. Matt Long 6/30/24

At the June 8, 2017 City Council mtg, the Council voted to adopt Ord. #17-46 to amend the Chapter 60 of the City Code. The amendment reduced the number of members in each group from three (3) members to two (2) members and the remaining three (3) members were appointed as Members At Large.

CDDC Board of Directors – (one-year term)

City Member: Pam Hinson – (appointed 6/9/22) 06/30/23

Public Art Commission

* At the November 13, 2014 City Council meeting, the Council voted to establish a permanent 10 member Public Art Advisory Committee to facilitate delegated City funded art projects, identify potential project areas within Center City, and to make recommendations on potential (if any) zoning / development regulations as it relates to public art and encourage privately funded “public” art projects.

** At the March 11, 2021 City Council meeting, the Council voted to include a staff member from the City’s Parks and Recreation Department and also to include 3 at-large members.

*** At the February 9, 2023 City Council meeting, the Council voted to re-organize the Public Art Advisory Committee to be a citizen-based Public Art Commission.

The Commission shall consist of not more than 15 members to include 11 voting members appointed by the City Council, and up to four nonvoting members of City staff appointed by the City Manager. In order to create a rotating membership, Council shall appoint three (3) commissioners with an initial term of one (1) year; (3) commissioners with an initial term of two (2) years and four (4) commissioners with an initial term of three (3) years.

ALL POSITIONS VACANT – APPOINTMENT CONSIDERATIONS WILL BE INCLUDED ON JUNE 8TH CITY COUNCIL MEETING AGENDA

Concord United Committee

At the February 11, 2021 City Council meeting, the Council approved the establishment of the Concord United Committee.

In order to stagger the terms of office, one-third of initial appointments will be for 1 year, one-third of initial appointments will be for 2 years, and the one-third of initial appointments will be for 3 years.

Members shall have three-year appointments following initial appointments.

- Robert Kirk 4/30/24 – Co-Chair
- *Bertram Hinton, Jr. 4/30/25 – Co-Chair

05/18/23

**Ann Fleming

4/30/26 – Co-Chair

Wendy McConnell (filling unexp. tm of Jennifer Terris) 4/30/24
Michelle Joshua (to fill Joe DeJesus' term) 4/30/24
Kiran Patel 4/30/24
Lyndia Gabriel 4/30/24
Rayshion Sashington 4/30/24
Sandra Torres 4/30/24
Theresa Scott-Stills 4/30/24

*Amy Steele 4/30/25
*Bob Anderson (to fill unexpired term of Betty Stocks) 4/30/25
*Cecilia Perz (filling unexp. tm. Of Caroline Overcash) 4/30/25
*Greg Mills 4/30/25
*Lamarie Austin-Stripling 4/30/25
*Quinton Locklear 4/30/25
Tina Boyer 4/30/25

**Amos McClorey 4/30/26
**Kay Tembo 4/30/26
**Cindy Hanson 4/30/26
**Douglas Carroll 4/30/26
**Gracie Galloway 4/30/26
**Ingrid Nurse 4/30/26
**Jaymond Bryant-Herron 4/30/26

*Reappointed to first 3-year term at the April 14, 2022 Council Meeting

**Reappointed to first 3- year term at the May 11, 2023 Council Meeting

Recommendations:

ABC Board

- reappoint Scott Padgett for a 3-year term

Planning & Zoning Commission

- reassign Jim Hays to regular member and appoint Cesar Correa as Alternate #2

Board of Adjustment

- reassign Vamsi Pola and Michael Jemison to regular members and reappoint Chuck Collier and Coretta Grant; appoint Cynthia Hayes as Alternate #1 and Antwion Riley as Alternate #2

Historic Preservation Commission

- Send thank you notes to Shelby Dry and Aimee Cain (both do not wish to be reappointed); reassign Meredith Barbee to regular member; appoint Steve Bradley and John Eury as regular members; and appoint Jason Cagle as Alternate #1 and Randy Hopkins as Alternate #2

WSACC

- reappoint Jennifer Hubbard for a 3-year term

SMAC

- reappoint Barry Hawkins for a second 3-year term

CDDC Board of Directors

- reappoint Asst. City Manager, Pam Hinson, to 1-year term

Public Art Commission

- District 1 – Barbara Propst – 1 year appointment
- District 2 – Jeff Faggart – 2 year appointment
- District 3 – Doyle Bussey – 3 year appointment
- District 4 – Michael Askin – 1 year appointment
- District 5 – Deepa Prabhakar – 2 year appointment
- District 6 – Danielle Player – 3 year appointment
- District 7 – Lisa Washington – 1 year appointment
- At – Large – Richard Schmidt – 2 year appointment
- At – Large – Jonathan Ewart – 3 year appointment
- At – Large – Carter Thomas – 3 year appointment
- Liaison – Sarah Gay – ClearWater Arts Center & Studios Coordinator
- Ex officio Members
 - Montana Maurer – Parks & Recreation Dept
 - Kaylee Caton – Planning and Neighborhood Dev Services
 - Susan Sessler – Buildings and Grounds Dept

* In order to provide city wide representation, it is preferred, but not required, that at least one member be appointed from each of the seven Council districts. Three members shall be appointed from the City at-large. One standing member shall be the Cabarrus Arts Council Executive Director or designee. The Commission should reflect the diversity of the City's population.

Up to four ex officio, nonvoting members may be appointed by the City Manager from the city staff to include a designated Public Art Liaison Staff person ("Liaison").

In order to create a rotating membership, Council shall appoint three (3) commissioners with an initial term of one (1) year; (3) commissioners with an initial term of two (2) years and four (4) commissioners with an initial term of three (3) years. Subsequent terms of rotating members shall be three (3) years. Any commissioner may be reappointed for a second consecutive term. After two consecutive terms, a commissioner shall be ineligible for reappointment until one calendar year has elapsed from the date of termination of the second term.

ORD. #

AN ORDINANCE TO AMEND FY 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, 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	
211-4702600	FSS Escrow Forfeitures	0	19,492	19,492
	Total			19,492

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
2110-5422000	Rec Publication Other	0	19,492	19,492
	Total			19,492

Reason: To establish fund to account for FSS Escrow Forfeitures due to HUD FSS Final Rule and establish initial budget.

Adopted this 8th day of June 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

RESOLUTION OF INTENT

WHEREAS, G.S. 160A-299 authorizes the City Council to close public streets and alleys;
and

WHEREAS, the City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closure of an unopened portion of an alley parallel to Corban Avenue, SE as more specifically set forth below:

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

(1) A meeting will be held at 6:00 p.m. on the 13th day of July, 2023 at the City Hall Council Chambers, 35 Cabarrus Ave. W, Concord, NC to consider a resolution on the closure of the area described as follows:

Lying and being in the City of Concord, Cabarrus County, North Carolina and being more particularly described as follows:

Beginning at #4 rebar at property belonging to Charles Stapleton and wife Stephanie Stapleton Lot 6 MB 1 PG 36 Tract 1 DB 13064 PG 274 5630-17-2806 traveling 226.42 feet N 86° 03' 56" W to #4 rebar, thence traveling 15.27 feet N 03° 27'03" to a stake at the corner of property Charles Stapleton and wife Stephanie Stapleton lots 14-17 MB 1 PG 36 Tracts 3 & 4 DB 13064 Pg 274 5630-180077, 5630-18-2007, thence traveling 225.18 feet S 85°31'42" W to a stake, thence traveling 14.97 feet S 01°48'50" E to the beginning # 4 rebar

(2) The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in The Independent Tribune or other newspaper of general circulation in the area.

(3) The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent.

(4) The City Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Adopted this 8th day of June, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch Mayor

ATTEST:

Kim Deason, Clerk

**Memorandum of Understanding
between
Cannon School, Inc. and the City of Concord**

This Memorandum of Understanding (MOU) is intended to memorialize the spirit of the intentions and collaborative conversations between Cannon School (the "School") and the City of Concord (the "City"). Cannon School has been in conversation with the Needham, Coble and Cook Families (the "Families") regarding a potential secondary access road that would traverse their property including property parcels 5600267605, 5600273678 and 5600368743. This secondary access road would allow the school to gain connectivity to Poplar Crossing Drive.

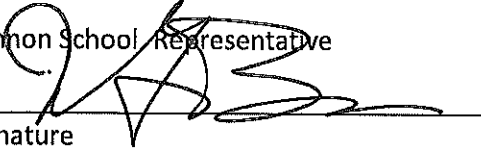
The school currently has been granted a recorded easement by the families that provides partial connectivity to Poplar Crossing Drive on parcels 5600273678 and 5600368743 (which is shown on the attached exhibit). The school is currently seeking an additional easement that would provide full connectivity with the school's property. This additional easement will cross Parcels 5600267605 and 5600273678 and terminate into Coddle Creek (for future connection via a bridge by the school).

This secondary access road is expected to cross the greenway (see the attached exhibit) and the school would work with the city to provide a reasonable design so as to not impact greenway accessibility during construction or afterwards and in return the school would ask that the City continue to work collaboratively to find reasonable and cost-effective solutions to facilitate efficient completion of the school's secondary access road (which may include realignment of the greenway's footprint to facilitate an at-grade crossing of the greenway where it crosses our secondary access road- at the school's cost).

Cannon School will provide a pedestrian control crosswalk and maintain the pavement in the area where the greenway crosses the secondary access road.

Future access from the south side of Coddle Creek along Poplar Tent Rd is planned by NCDOT by means of a multi-use path and a pedestrian bridge that will connect to the proposed City greenway. Please refer to NCDOT Project update at <https://www.ncdot.gov/projects/poplar-tent-road/Documents/october-2019-section-a-meeting-map.pdf>. This would likely require an easement from the families for Parcels 5600175369 and/or 5600273678. Representatives from the families have indicated a willingness to grant the easements at this time.

While the concepts in this document do not construe a contract or legal obligations of either party, it is intended to capture the nature of the conversations so that both parties can achieve a desirable outcome. Signatures below indicate an understanding of what is being proposed in this document and a willingness to work collaboratively to find mutually beneficial outcomes.

Cannon School Representative

Signature

Whit Brown
Printed Name

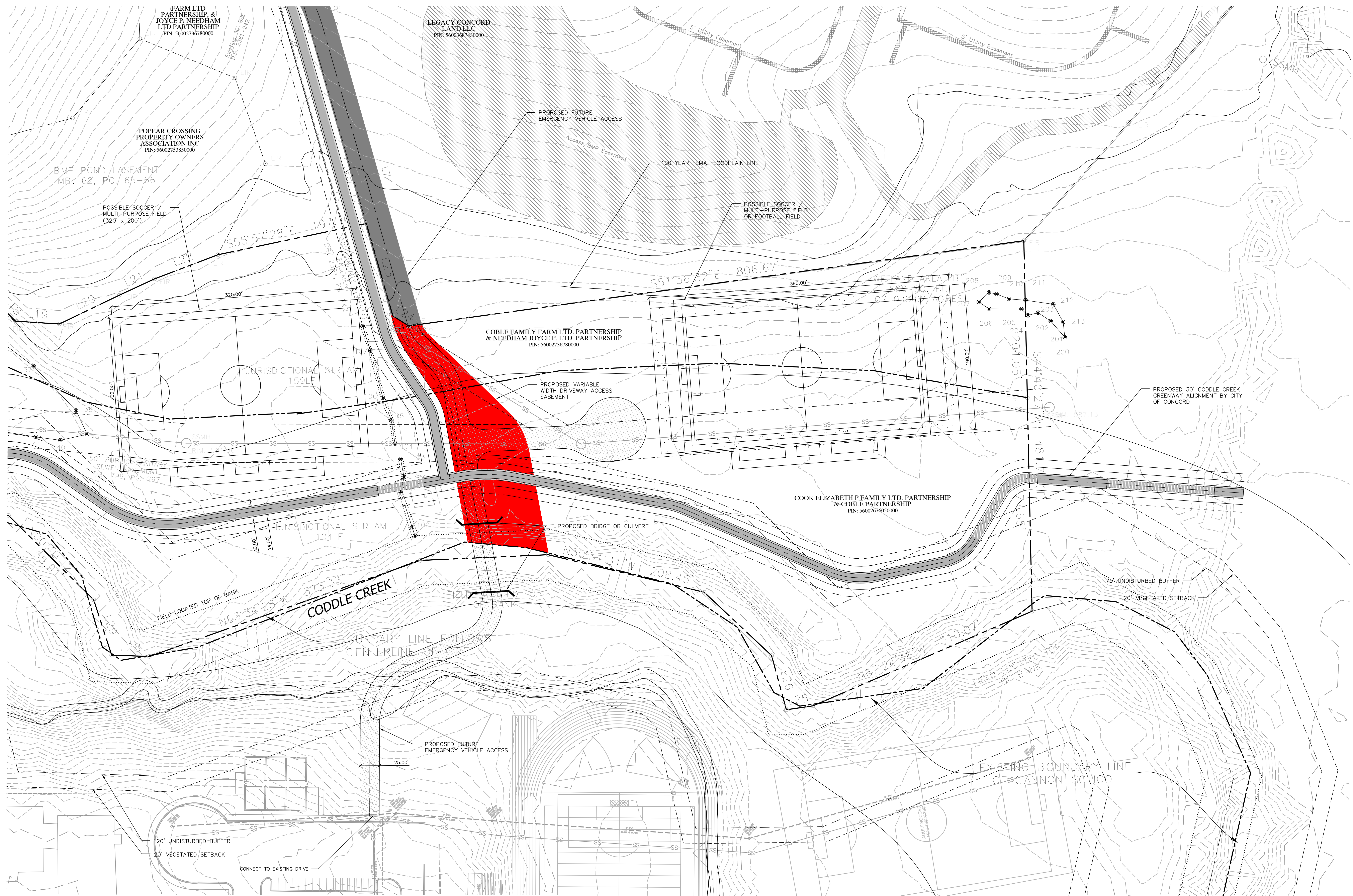
4/17/2023
Date

City of Concord Representative

Signature

Printed Name

Date



 PROPOSED DRIVEWAY ACCESS EASEMENT AREA

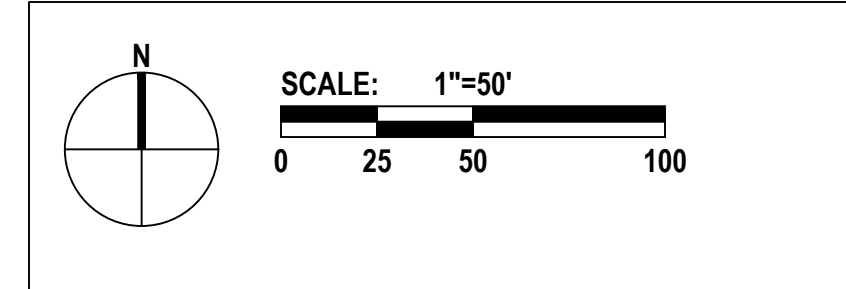
THIS EXHIBIT IS SCHEMATIC IN NATURE AND IS SUBJECT TO VARIATION.

CANNON SCHOOL ATHLETIC FIELD MASTER PLAN

PROPOSED DRIVEWAY ACCESS EASEMENT

PROJECT NO. 4282

12/15/2022





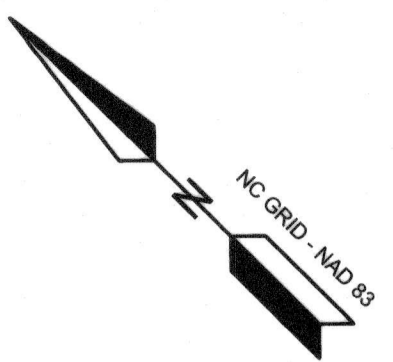
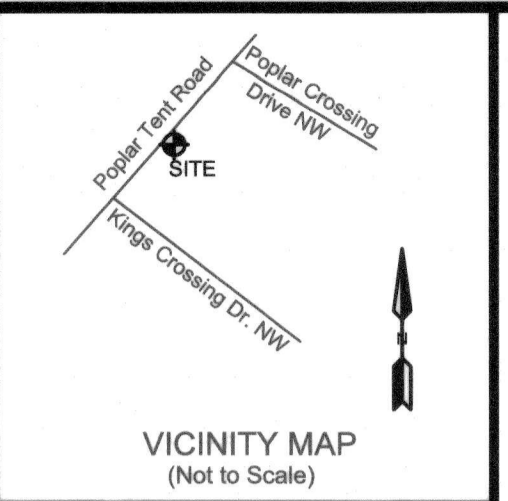
NORSTAR LAND SURVEYING, INC.
 552-B Newell Street NW
 Concord, NC 28025
 Ph 704 721 6651
 Fax 704 721 6653
 Firm Lic. # C-2294

Prepared for: City of Concord
Greenway Easement
 Township No. 2 Cabarrus County, NC
EASEMENT EXHIBIT

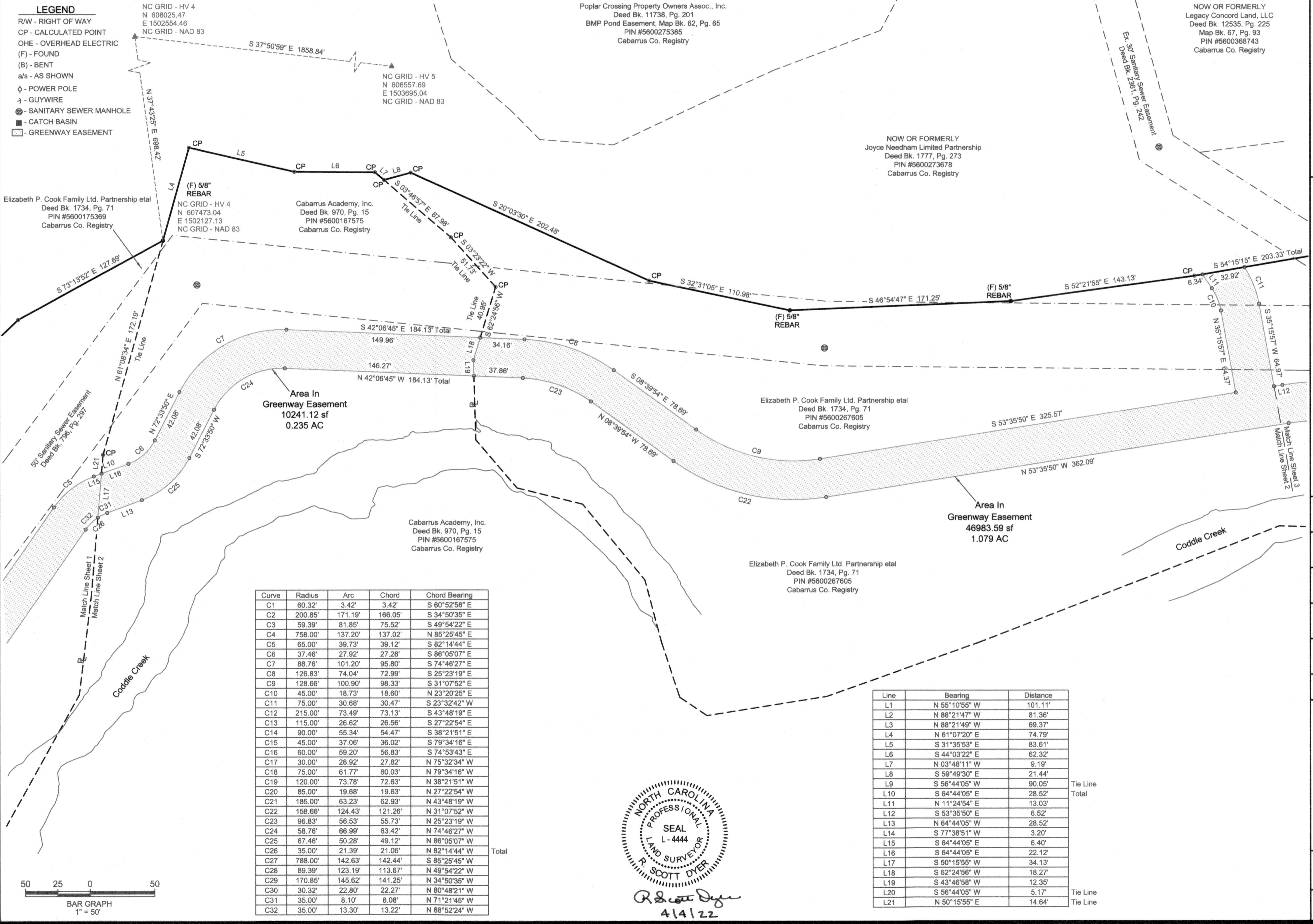
DATE	February 25, 2022
SCALE	1" = 50'
NLS NO.	17222
DRAWN BY	S. Kimrey
CHECKED BY	S. Dyer
BY	
REVISION	
DATE	

See Sheet 3 of 3 for Notes & Certifications

Total Area in Greenway Easement
 84637.80 sf
 1.943 AC



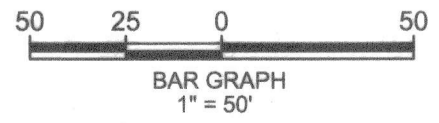
- LEGEND**
- R/W - RIGHT OF WAY
 - CP - CALCULATED POINT
 - OHE - OVERHEAD ELECTRIC
 - (F) - FOUND
 - (B) - BENT
 - a/s - AS SHOWN
 - φ - POWER POLE
 - GUYWIRE
 - ⊙ - SANITARY SEWER MANHOLE
 - - CATCH BASIN
 - ▨ - GREENWAY EASEMENT



Curve	Radius	Arc	Chord	Chord Bearing
C1	60.32'	3.42'	3.42'	S 60°52'58" E
C2	200.85'	171.19'	166.05'	S 34°50'35" E
C3	59.39'	81.85'	75.52'	S 49°54'22" E
C4	758.00'	137.20'	137.02'	N 85°25'45" E
C5	65.00'	39.73'	39.12'	S 82°14'44" E
C6	37.46'	27.92'	27.28'	S 86°05'07" E
C7	88.76'	101.20'	95.80'	S 74°46'27" E
C8	126.83'	74.04'	72.99'	S 25°23'19" E
C9	128.66'	100.90'	98.33'	S 31°07'52" E
C10	45.00'	18.73'	18.60'	N 23°20'25" E
C11	75.00'	30.68'	30.47'	S 23°32'42" W
C12	215.00'	73.49'	73.13'	S 43°48'19" E
C13	115.00'	26.62'	26.56'	S 27°22'54" E
C14	90.00'	55.34'	54.47'	S 38°21'51" E
C15	45.00'	37.06'	36.02'	S 79°34'16" E
C16	60.00'	59.20'	56.83'	S 74°53'43" E
C17	30.00'	28.92'	27.82'	N 75°32'34" W
C18	75.00'	61.77'	60.03'	N 79°34'16" W
C19	120.00'	73.78'	72.63'	N 38°21'51" W
C20	85.00'	19.68'	19.63'	N 27°22'54" W
C21	185.00'	63.23'	62.93'	N 43°48'19" W
C22	158.66'	124.43'	121.26'	N 31°07'52" W
C23	96.83'	56.53'	55.73'	N 25°23'19" W
C24	58.76'	66.99'	63.42'	N 74°46'27" W
C25	67.46'	50.28'	49.12'	N 86°05'07" W
C26	35.00'	21.39'	21.06'	N 82°14'44" W
C27	788.00'	142.63'	142.44'	S 85°25'45" W
C28	89.39'	123.19'	113.67'	N 49°54'22" W
C29	170.85'	145.62'	141.25'	N 34°50'35" W
C30	30.32'	22.80'	22.27'	N 80°48'21" W
C31	35.00'	8.10'	8.08'	N 71°21'45" W
C32	35.00'	13.30'	13.22'	N 88°52'24" W
Total				

Line	Bearing	Distance
L1	N 55°10'55" W	101.11'
L2	N 88°21'47" W	81.36'
L3	N 88°21'49" W	69.37'
L4	N 61°07'20" E	74.79'
L5	S 31°35'53" E	83.61'
L6	S 44°03'22" E	62.32'
L7	N 03°48'11" W	9.19'
L8	S 59°49'30" E	21.44'
L9	S 56°44'05" E	90.05'
L10	S 64°44'05" E	28.52'
L11	N 11°24'54" E	13.03'
L12	S 53°35'50" E	6.52'
L13	N 64°44'05" W	28.52'
L14	S 77°38'51" W	3.20'
L15	S 64°44'05" E	6.40'
L16	S 64°44'05" E	22.12'
L17	S 50°15'55" W	34.13'
L18	S 62°24'56" W	18.27'
L19	S 43°46'58" W	12.35'
L20	S 56°44'05" W	5.17'
L21	N 50°15'55" E	14.64'

NORTH CAROLINA PROFESSIONAL LAND SURVEYOR
 SEAL L-4444
 R. SCOTT DYER
 4/1/22



FILED
CABARRUS COUNTY NC
WAYNE NIXON
REGISTER OF DEEDS

FILED May 11, 2023
AT 04:11 pm
BOOK 16483
START PAGE 0171
END PAGE 0172
INSTRUMENT # 09298
EXCISE TAX \$0.00
TMF

Prepared by and Return to Concord City Attorney, ROD Box

STATE OF NORTH CAROLINA)
COUNTY OF CABARRUS)

P/O PIN # 5600-16-7575
Grant of Greenway Trail Easement

The undersigned Grantor, Cannon School, Inc. a North Carolina non-profit corporation, formerly known as Cabarrus Academy, Inc. ("Grantor,") in consideration of payment to the Grantor of the sum of One Dollar, (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and release unto the City of Concord, a North Carolina municipal corporation ("Grantee"), its successors, assigns and licenses, the right, privilege, and permanent easement to enter and re-enter at any time to install, dig, build, erect, maintain, repair, rebuild, operate and patrol one or more public active or passive greenspace, greenway, park, and recreational purposes, for the purposes of installing, digging, building, erecting, maintaining, repairing, rebuilding, operating, and patrolling said property, greenspace, greenway, or park and public utilities and any and all related fixtures or appurtenances; the right to clear the easement area and keep it clear of brush, trees, buildings, obstructions, and fire hazards; and the right to remove trees, shrubbery, or other vegetation, if any, located beyond the limits of the easement area that interfere with the easement area; the above described rights being incident to performance by the Grantee of its functions as a municipality or as the operator of public utilities systems, or the performance by any contractor, employee, agent, or licensee of the Grantee of any public utilities functions, the premises to be affected as shown on the attached Exhibit "A" titled "Greenway Easement, Easement Exhibit" and hereby being more particularly described as follows:

Lying and being in the County of Cabarrus, City of Concord, No. Two (2) Township and being an "Area in Greenway Easement, 10,241.12 Sq. Ft. or 0.235 Acres" as shown on map titled, "Greenway Easement" as shown on Map Book 91, at Page 67 of the Cabarrus County Registry.

The property described herein is subject to all rights-of-way, easements and restrictions of record.

The Grantor, by the execution of this instrument, acknowledges the plans for the above referenced project as it affects the remaining property has been fully explained to them or their authorized representative.

Together with any and all rights normally incident thereto, and particularly the right of ingress and egress thereto from time to time as necessary for construction, reconstruction, enlargement and/or maintenance.

To have and to hold the same unto the City of Concord, its successors and assigns forever as to the permanent easement and to have and to hold the same unto the City of Concord, its successors and assigns during the construction of the project and its immediate environs known as the "Coddle Creek Greenway" (Project Number 2016-027).

This agreement shall not be interpreted to impose any duty on the City of Concord, its successors and assigns to install any utilities by any particular date or within any particular time frame.

This property right may be assigned by the Grantee, or its successors.

The Grantor shall have the right to use the above-described Permanent Easement for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted, provided that the Grantor shall not erect or construct any building or other structure thereon; maintain or permit any underground or over ground system of piping, poles or wiring within such strip; make any use of the facilities installed, buried, erected, or constructed thereon; or drill or operate any well or septic system within such strip, without the express written permission of the Grantee.

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantor on this the 17 day of April, 2023.

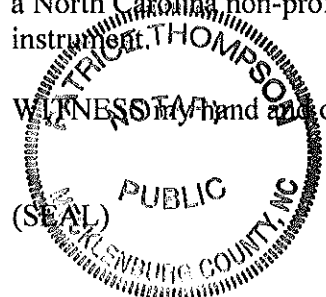
GRANTOR:
CANNON SCHOOL, INC.,
A North Carolina non-profit corporation

BY: [Signature]
Whit Brown, Director of Finance
Name Title

STATE OF NORTH CAROLINA
COUNTY OF Cabarrus

I, Patrice Thompson, a Notary Public for Mecklenburg County, North Carolina, do hereby certify that Whit Brown personally came before me this day and acknowledged that he/she is the Director of Finance of Cannon School, Inc., a North Carolina non-profit corporation and acknowledged the due execution of the foregoing instrument.

WITNESSED by my hand and official seal, this the 17 day of April, 2023.



[Signature]
Notary Public

My commission expires: 11/11/2024

PRELIMINARY NOT
FOR CONSTRUCTION

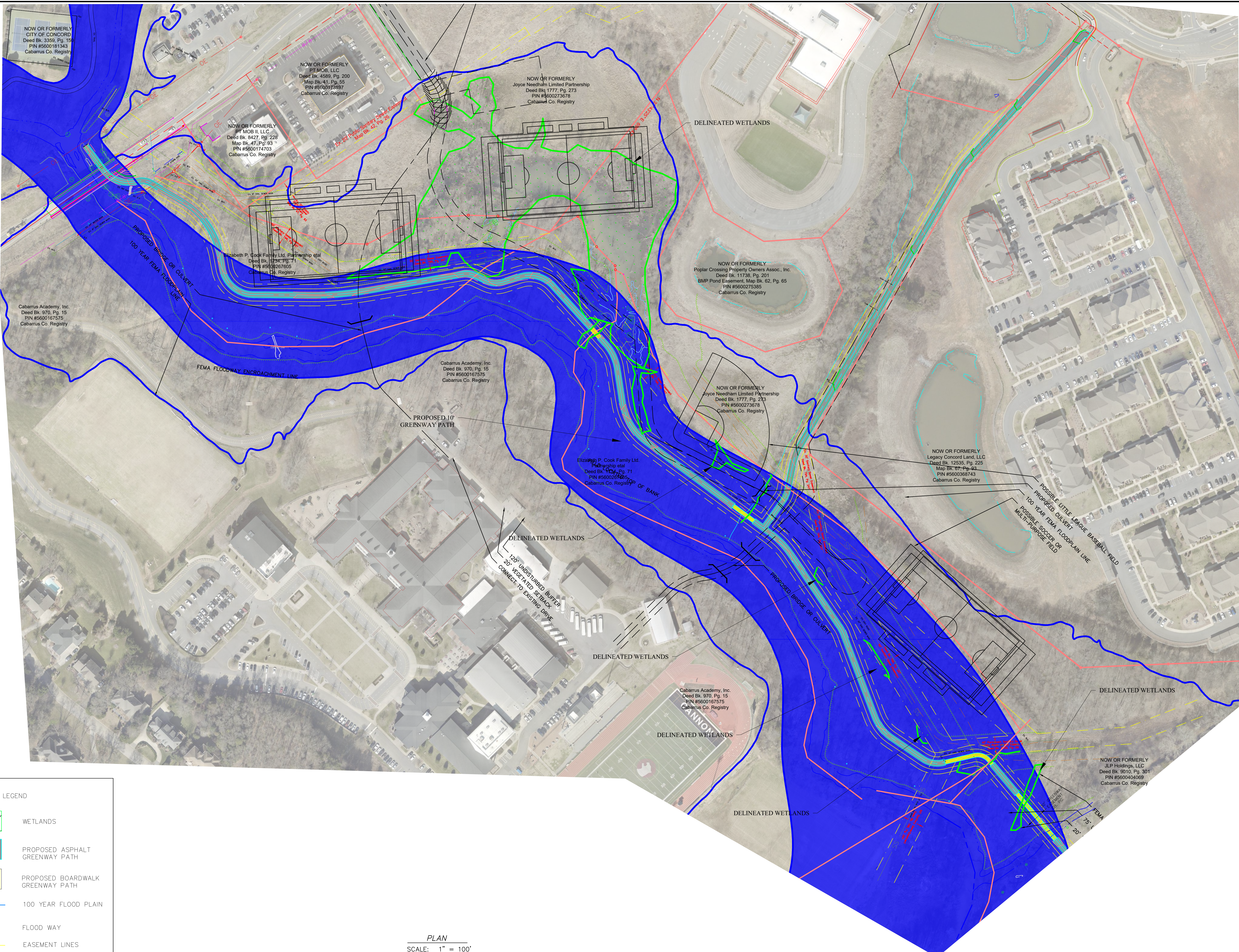
Engineer's Seal

Surveyor's Seal

**CODDLE CREEK
GREENWAY PHASE II
EXHIBIT
PROJECT # : 2016-027**

REV.#	DATE	DESCRIPTION	BY
A	05/18/22	FINAL, NOT FOR CONSTRUCTION	BCC

DESIGNED BY: EAB
DRAWN BY: BCC
CHECKED BY: EAB
SCALE: AS SHOWN
DATE: 04/20/18
PROJECT NUMBER: 2016-027
SHEET: 1 OF: 1



LEGEND

- WETLANDS
- PROPOSED ASPHALT GREENWAY PATH
- PROPOSED BOARDWALK GREENWAY PATH
- 100 YEAR FLOOD PLAIN
- FLOOD WAY
- EASEMENT LINES

PLAN
SCALE: 1" = 100'

Prepared by and Return to Concord City Attorney, ROD Box

STATE OF NORTH CAROLINA)
COUNTY OF CABARRUS)

P/O PIN # 4680-32-1476

Grant of Greenway Trail, Building,
& Access Easement

The undersigned Grantor, Cabarrus County, a body politic and political subdivision of the State of North Carolina, ("Grantor"), in consideration of payment to the Grantor of the sum of One Dollar, (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, bargain, sell and release unto the City of Concord, a North Carolina municipal corporation ("Grantee"), its successors, assigns and licenses, the right, privilege, and permanent easement to enter and re-enter at any time to install, dig, build, erect, maintain, repair, rebuild, access, operate and patrol one or more public active or passive greenspace, greenway, maintenance building, park, and public access over and across the property, for the purposes of installing, digging, building, erecting, maintaining, repairing, rebuilding, operating, accessing, and patrolling said property, greenspace, greenway, building, or park and public utilities and any and all related fixtures or appurtenances; the right to clear the easement area and keep it clear of brush, trees, buildings, obstructions, and fire hazards; and the right to remove trees, shrubbery, or other vegetation, if any, located beyond the limits of the easement area that interfere with the easements or the easement area; the above described rights being incident to performance by the Grantee of its functions as a municipality and as the operator of public utilities systems, or the performance by any contractor, employee, agent, or licensee of the Grantee of any public utilities functions, the premises to be affected as shown on the attached Exhibit "A" titled "The Lands of Cabarrus County DB 3127/PG 53," (Sheet 1 of 3, Sheet 2 of 3 and Sheet 3 of 3) prepared by Dunbar Geometrics Group, PLLC dated May 25, 2022 and hereby being more particularly described as follows:

A Variable Width Permanent Easement Area

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina and being a portion of PIN: 4682-32-1476; Real ID: 02-001-0017.00, of Cabarrus County, North Carolina and shown on the attached Exhibit "A" (Pages 1 thru 3) and labeled "Permanent Access Maintenance & Greenway Easement Area = 161,415 Sq. Ft. 3.706 AC" (Sheet 1 of 3, 2 of 3, and 3 of 3, REVISED March 23, 2023).

The property described herein is subject to all rights-of-way, easements and restrictions of record, including but not limited to the Stormwater Best Management Practice (BMP) Structures, Access Easement and Maintenance Agreement as recorded in Deed Book 9513, at Page 86 of the Cabarrus County Registry.

Together with any and all rights normally incident thereto, and particularly the right of ingress and egress thereto from time to time as necessary for construction, reconstruction, enlargement and/or maintenance.

To have and to hold the same unto the City of Concord, its successors and assigns forever as to the permanent easement.

This agreement shall not be interpreted to impose any duty on the City of Concord, its successors and assigns to install any improvements or utilities by any particular date or within any particular time frame.

This property right may be assigned by the Grantee, or its successors.

The Grantor shall have the right to use the above-described Permanent Greenway Trail, Building & Access Easement for purposes not inconsistent with Grantee's full enjoyment of the rights hereby granted, provided that the Grantor shall not erect or construct any building or other structure thereon; maintain or permit any underground or over ground system of piping, poles or wiring within such strip; make any use of the facilities installed, buried, erected, or constructed thereon; or drill or operate any well or septic system within such easement, without the express written permission of the Grantee.

IN WITNESS WHEREOF these presents have been duly executed under seal by the Grantor on this the 15th day of May, 2023.

GRANTOR:

Cabarrus County, a body politic and political subdivision of the State of North Carolina

By: *Stephen Morris*
Stephen Morris, Chairman of the Board of County Commissioners

ATTESTED:

By: *Lauren Linker*
Lauren Linker, Clerk to the Board

[SEAL]



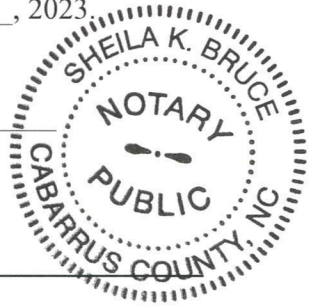
See the Following Page

STATE OF NORTH CAROLINA
CABARRUS COUNTY

I, Sheila K. Bruce, a Notary Public of the aforesaid County and State, do hereby certify that Lauren Linker personally appeared before me this day and acknowledged that she is the Clerk to the Board of Commissioners for Cabarrus County and that by authority duly given and as the act of the body politic and political subdivision of the State of North Carolina, the foregoing instrument was signed in its name by its Chairman, sealed with its corporate seal and attested by her as its Clerk to the Board.

WITNESS my hand and notarial seal, this the 15 day of May, 2023.

Sheila K. Bruce
Notary Public



My commission expires: 08-17-2026.

[SEAL]

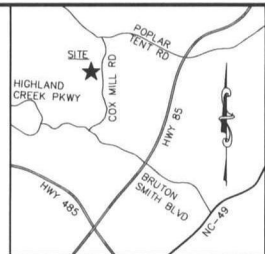
GENERAL NOTES:
 ALL DIMENSIONS ARE IN US SURVEY FEET AND DECIMALS THEREOF AND REPRESENT HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE SHOWN.
 THIS BOUNDARY SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE OBSERVED ON THE DATE OF THE FIELD SURVEY.
 BASIS OF BEARINGS:
 BEARINGS ARE BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83/2011.
 THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY. PROPERTY MAY BE SUBJECT TO RECORDED OR UNRECORDED EASEMENTS OR CONDITIONS NOT OBSERVED OR SHOWN HEREON.
 THE LOCATION OF UTILITIES AS SHOWN HEREON ARE BASED ON OBSERVED EVIDENCE OF VISIBLE APPURTENANCES ON OR ABOVE THE SURFACE. PLANS, INFORMATION PROVIDED BY THE UTILITY OWNERS AND MARKINGS BY UTILITY LOCATORS TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER LACKING EXCAVATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DEPICTED. IN ADDITION, IN SOME JURISDICTIONS, 811 OR OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR PRIVATE UTILITY LOCATE REQUESTS MAY BE NECESSARY.

GENERAL NOTES, CONTINUED:
 ALL COORDINATES SHOWN HEREON ARE GRID UNLESS OTHERWISE NOTED. PROJECT CONTROL WAS ESTABLISHED UTILIZING THE NCGS REAL TIME NETWORK AND BASED ON NAD 83 / 2011, NAVD 88 AND GEOID 2018. THE PROJECT WAS LOCALIZED FROM NCGS MONUMENT "MC 135" USING AN AVERAGE COMBINED GRID FACTOR OF 0.999848891.
 THE NORTH CAROLINA NATURAL GAS CORP. RIGHT OF WAY AS RECORDED IN DEED BOOK 289, PAGE 39 DOES NOT STATE A WIDTH NOR DOES IT DESCRIBE A LOCATION OF THE EASEMENT. MAP BOOK 39, PAGE 41 CALLS FOR A REPUTED EASEMENT WIDTH OF 55'. WE FOUND GAS RIGHT OF WAY MARKERS ON AND NEAR THE SUBJECT PROPERTY APPROXIMATELY 50' APART. THEREFORE WE HAVE SHOWN THE APPROXIMATE LOCATION OF THE EASEMENT BY ESTABLISHING THE CENTERLINE OF THE TWO FIELD LOCATED GAS LINES AND OFFSETTING IT 25' EACH SIDE. THESE LOCATIONS WERE ALL ON THE SOUTHERLY SIDE OF THE PROPERTY AS SHOWN. WE COULD NOT LOCATE THE GAS LINES NORTHERLY OF HERE AS THE LANDS ARE INUNDATED. WE HAVE PROJECTED THE EASEMENT TO THE NORTHERLY PROPERTY LINE AS THIS IS THE BEST AVAILABLE EVIDENCE WE HAD AT THE TIME OF THIS SURVEY.
 FLOOD ZONE: ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NUMBER 371046R000K, EFFECTIVE DATE NOVEMBER 16, 2018, A PORTION OF THE SUBJECT PARCEL LIES IN ZONE AE, WHICH IS DEFINED THEREON AS SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD.

LEGEND

- = COMPUTED POINT
- = FOUND SURVEY MARKER
- = WATER METER
- = WATER VALVE
- = FIRE HYDRANT
- = WATER SPIGOT
- = BACK FLOW PREVENTER
- = GAS VALVE
- = GAS METER
- = AIR RELEASE VALVE
- = POWER POLE
- = LIGHT POLE
- = GUY ANCHOR
- = DROP INLET
- = CATCH BASIN
- = DRAINAGE MANHOLE
- = BOLLARD
- = POST
- = FENCE POST
- = MAILBOX
- = SIGN
- = R/W MARKER
- R/W — = RIGHT OF WAY LINE
- — — = LINE NOT SURVEYED
- — — = OVERHEAD ELECTRIC LINE
- — — = UNDERGROUND ELECTRIC LINE
- — — = UNDERGROUND TELEPHONE
- — — = GAS LINE
- — — = PERMANENT PUBLIC SANITARY SEWER EASEMENT
- — — = PERMANENT SIDEWALK EASEMENT

CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C1	72.68'	112.98'	N45°00'59"E	101.95'
C2	119.52'	83.16'	S71°30'55"E	81.49'
C3	76.36'	66.40'	N74°55'57"W	64.33'
C4	315.95'	74.08'	S63°25'10"W	73.92'
C5	38.90'	39.80'	N22°56'44"E	38.08'



VICINITY MAP NTS

ABBREVIATIONS:

- R/W = RIGHT OF WAY
- MB = MAP BOOK
- DB = DEED BOOK
- PG = PAGE
- SQ FT = SQUARE FEET
- AC = ACRES
- CONC = CONCRETE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION OF THE DEED(S) AND/OR MAP(S) AS SHOWN HEREON, THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM THE DEED(S) AND/OR MAP(S) AS SHOWN HEREON, THAT THE POSITIONAL ACCURACY IS 0 TO FEET THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL.

CHARLES J. DUNBAR, NCPLS L-4159 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.

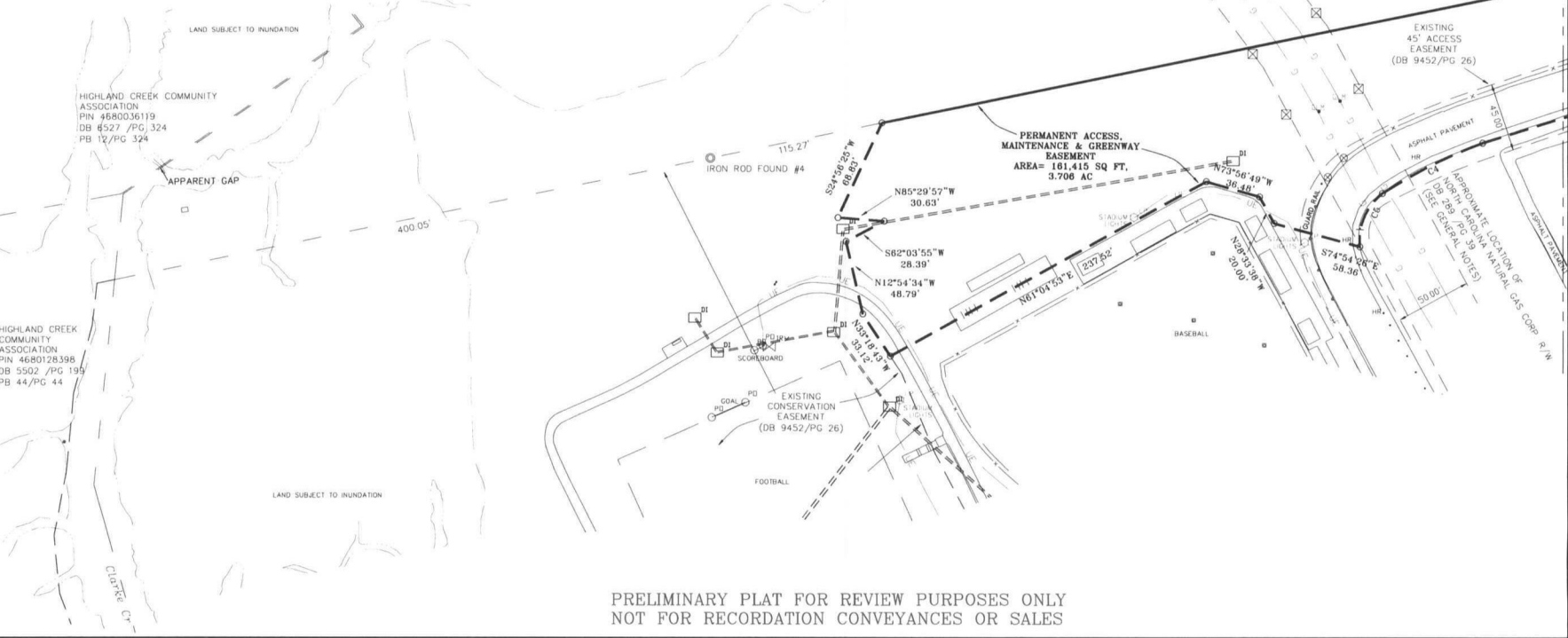
DATE _____ DIRECTOR OF PLANNING AND NEIGHBORHOOD DEVELOPMENT

STATE OF NORTH CAROLINA CABARRUS COUNTY

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

REVIEW OFFICER _____ DATE _____

THE PURPOSE OF THIS PLAT IS TO CREATE THE EASEMENTS AS SHOWN HEREON FOR CONVEYANCE TO THE CITY OF CONCORD.



PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY NOT FOR RECORDATION CONVEYANCES OR SALES

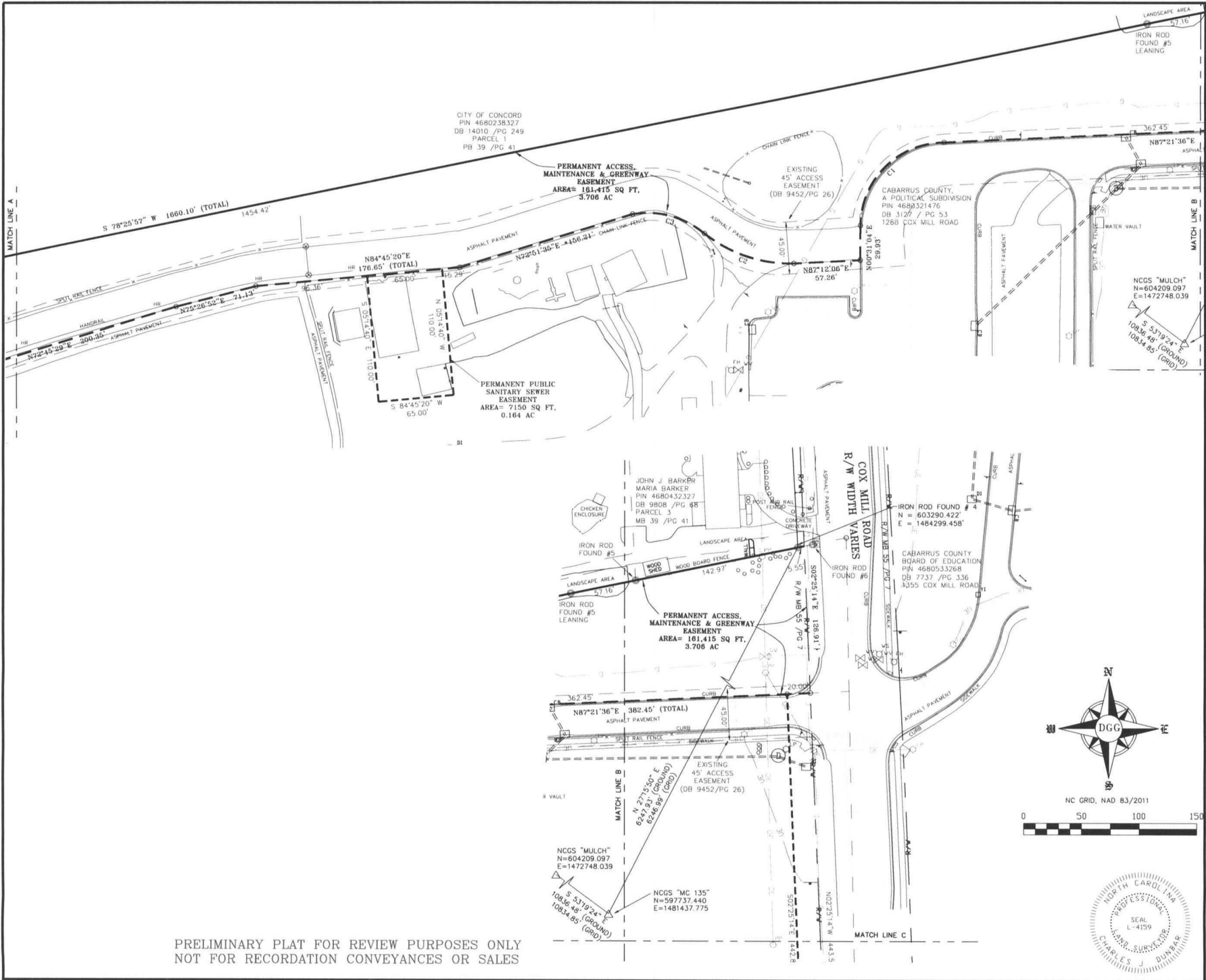
PREPARED FOR
 CITY OF CONCORD

DUNBAR GEOMATICS GROUP, PLLC
 PROFESSIONAL SURVEYORS
 704-906-4126
 HUNTERVILLE, NC 28070
 N.C. LIC. NO. P-10666

THE LANDS OF CABARRUS COUNTY
 DB 3127/PG 53

CONCORD, CABARRUS COUNTY, NORTH CAROLINA

SCALE: 1" = 50'
 MAP DATE: 03/23/2023
 FIELD DATE: MARCH 2022
 FILE NO.: 05-13 JOB NO.: 21001
 DRAWING: 05_NEW COMMUNITY PARK EASEMENT PART
 SHEET: 1 OF 3



PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY
NOT FOR RECORDATION CONVEYANCES OR SALES

PREPARED FOR:
CITY OF CONCORD

DUNBAR GEOMATICS GROUP, PLLC
PROFESSIONAL SURVEYORS
794-506-4126
HUNTERSVILLE, NC 28070
N.C. LIC. NO. P-0866

THE LANDS OF CABARRUS COUNTY
DB 3127/PG 53
CONCORD, CABARRUS COUNTY, NORTH CAROLINA

TITLE: MAP OF EASEMENT PLAT

SCALE: 1" = 50'

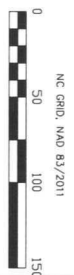
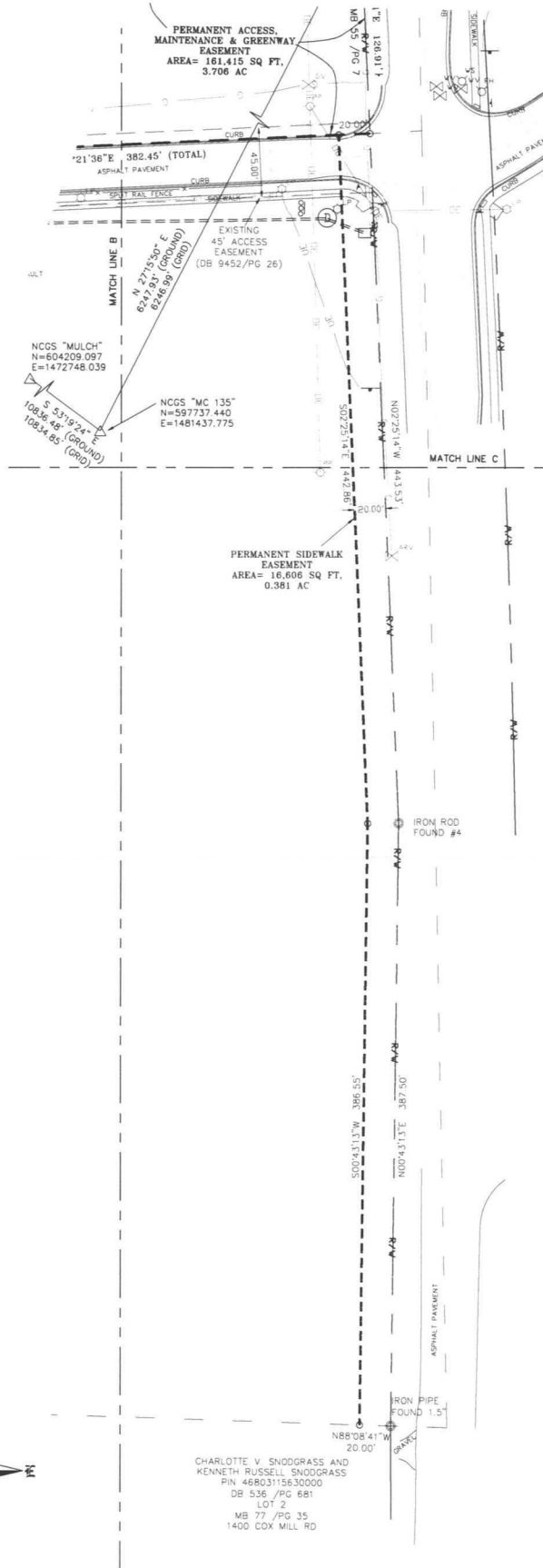
CHECKED BY: CJD
MAP DATE: 03/23/2023
CREW CHIEF: SD
FIELD DATE: MARCH 2022
FILE NO.: 05-13
JOB NO.: Z1001
DRAWING: 05_INE_COMMUNITY_PARK_EASEMENT_PLAT

SHEET: 2 OF 3

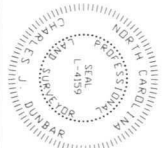
NC GRID, NAD 83/2011

SEAL
L-4159
CHARLES J. DUNBAR
PROFESSIONAL SURVEYOR
NORTH CAROLINA

PRELIMINARY PLAT FOR REVIEW PURPOSES ONLY
NOT FOR RECORDATION CONVEYANCES OR SALES



CHARLOTTE V. SNODGRASS AND
KENNETH RUSSELL SNODGRASS
PIN 46803175630000
DB 536 /PG 681
LOT 2
MB 77 /PG 35
1400 COX MILL RD



DRAWN BY: SC
CHECKED BY: CJD
CREW CHIEF: SD
FILE NO.: 05-13
JOB NO.: 21001
SCALE: 1" = 50'
MAP DATE: 03/23/2023
FIELD DATE: MARCH 2022
DRAWING: 01_NW_COMMUNITY_PARK_EASEMENT_PLAT

TITLE: MAP OF EASEMENT PLAT
THE LANDS OF CABARRUS COUNTY
DB 3127/PG 53
CONCORD, CABARRUS COUNTY, NORTH CAROLINA

DUNBAR GEOMATICS
DUNBAR GEOMATICS GROUP, PLLC
PROFESSIONAL SURVEYORS
P.O. BOX 3053
HUNTERSVILLE, NC 28070
704-506-4125
NC LIC. NO. P-0866

PREPARED FOR
CITY OF CONCORD

GENERAL NOTES:

ALL DIMENSIONS ARE IN US SURVEY FEET AND DECIMALS THEREOF AND REPRESENT HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE SHOWN.
THIS BOUNDARY SURVEY IS BASED ON EXISTING PHYSICAL EVIDENCE OBSERVED ON THE DATE OF THE FIELD SURVEY.

BASES OF BEARINGS:
BEARINGS ARE BASED ON THE NORTH CAROLINA STATE PLANE COORDINATE SYSTEM, NAD 83/2011.

THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE EXAMINATION BY AN ATTORNEY. PROPERTY MAY BE SUBJECT TO RECORDING OF UNRECORDED EASEMENTS OR CONDITIONS NOT OBSERVED OR SHOWN HEREON.

THE LOCATION OF UTILITIES AS SHOWN HEREON ARE BASED ON OBSERVED EVIDENCE OF VISIBLE APPEARANCES ON OR ABOVE THE SURFACE PLANS, INFORMATION PROVIDED BY THE UTILITY OWNERS AND READINGS BY UTILITY LOCATORS TO DEVELOP A VIEW OF THE UNDERGROUND UTILITIES. HOWEVER LACKING EDUCATION, THE EXACT LOCATION OF UNDERGROUND FEATURES CANNOT BE ACCURATELY, COMPLETELY, AND RELIABLY DETERMINED. IN ADDITION, IN SOME JURISDICTIONS, BUT IN OTHER SIMILAR UTILITY LOCATE REQUESTS FROM SURVEYORS MAY BE IGNORED OR RESULT IN AN INCOMPLETE RESPONSE. WHERE ADDITIONAL OR MORE DETAILED INFORMATION IS REQUIRED, THE CLIENT IS ADVISED THAT EXCAVATION AND/OR PRIVATE UTILITY LOCATE REQUESTS MAY BE NECESSARY.

GENERAL NOTES CONTINUED:

ALL COORDINATES SHOWN HEREON ARE GRID UNLESS OTHERWISE NOTED. PROJECT CONTROL WAS ESTABLISHED UTILIZING THE NCGS REAL TIME NETWORK AND BASED ON NAD 83 / 2011, NAD 83 AND GEOID 2016. THE PROJECT WAS LOCALIZED FROM NCGS MONUMENT "NO 135" USING AN AVERAGE COMBINED GRID FACTOR OF 0.999848911.

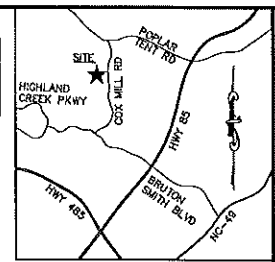
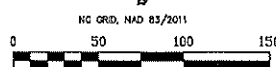
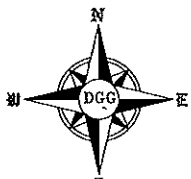
THE NORTH CAROLINA NATURAL GAS CORP. RIGHT OF WAY AS RECORDED IN DEED BOOK 289, PAGE 39 DOES NOT STATE A WIDTH NOR DOES IT DESCRIBE A LOCATION OF THE EASEMENT. MAP BOOK 39, PAGE 41 CALLS FOR A REPUTED EASEMENT WIDTH OF 65'. WE FOUND GAS RIGHT OF WAY MARKERS ON AND NEAR THE SUBJECT PROPERTY APPROXIMATELY 67' APART. THEREFORE WE HAVE SHOWN THE APPROXIMATE LOCATION OF THE EASEMENT BY ESTABLISHING THE CENTERS OF THE TWO FIELD LOCATED GAS LINES AND OFFSETTING IT 25' EACH SIDE. THESE LOCATIONS WERE ALL ON THE SOUTHERLY SIDE OF THE PROPERTY AS SHOWN. WE COULD NOT LOCATE THE GAS LINES NORTHERLY OF HERE AS THE LANDS ARE INUNDATED. WE HAVE PROJECTED THE EASEMENT TO THE NORTHERLY PROPERTY LINE AS THIS IS THE BEST AVAILABLE EVIDENCE WE HAD AT THE TIME OF THIS SURVEY.

FLOOD ZONE: ACCORDING TO FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP, MAP NUMBER 5714-6000A, EFFECTIVE DATE NOVEMBER 16, 2016, A PORTION OF THE SUBJECT PARCEL LIES IN ZONE AE, WHICH IS DEFINED THEREIN AS SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD.

LEGEND:

- - COMPUTER POINT
- ⊙ - FOUND SURVEY MARKER
- ⊕ - WATER METER
- ⊖ - WATER VALVE
- ⊗ - FIRE HYDRANT
- ⊘ - WATER SPOOT
- ⊙ - BACK FLOW PREVENTER
- ⊕ - GAS VALVE
- ⊖ - GAS LINE MARKER
- ⊗ - GAS METER
- ⊘ - AIR RELEASE VALVE
- ⊙ - POWER POLE
- ⊕ - LIGHT POLE
- ⊖ - GUY ANCHOR
- - DROP INLET
- - CATCH BASIN
- ⊕ - DRAINAGE MANHOLE
- - BOLLARD
- - POST
- ⊕ - FENCE POST
- ⊖ - MAILBOX
- ⊗ - SIGN
- ⊘ - R/W MARKER
- R/W — RIGHT OF WAY LINE
- LINE NOT SURVEYED
- DC — OVERHEAD ELECTRIC LINE
- UE — UNDERGROUND ELECTRIC LINE
- UT — UNDERGROUND TELEPHONE
- GL — GAS LINE
- ▨ - PERMANENT PUBLIC SANITARY SEWER EASEMENT
- ▩ - PERMANENT SIDEWALK EASEMENT

CURVE	RADIUS	ARC	CHORD BEARING	CHORD
C1	72.68'	112.93'	N45°00'59"E	101.95'
C2	119.52'	83.16'	S71°30'55"E	81.49'
C3	78.36'	66.40'	N74°55'57"W	64.33'
C4	315.93'	74.08'	S63°23'10"W	73.92'
C5	38.69'	39.80'	N22°55'44"E	38.08'



VICINITY MAP NTS

ABBREVIATIONS:

- R/W - RIGHT OF WAY
- MB - MAP BOOK
- DB - DEED BOOK
- PG - PAGE
- SQ FT - SQUARE FEET
- AC - ACRES
- CONG. - CONCRETE

SURVEYOR'S CERTIFICATE:

I HEREBY CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION OF THE DEED(S) AND/OR MAP(S) AS SHOWN HEREON; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAIN FROM THE DEED(S) AND/OR MAP(S) AS SHOWN HEREON; THAT THE POSITIONAL ACCURACY IS 0.10 FEET; THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL.

I FURTHER CERTIFY THAT THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECONSTRUCTION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

Charles J. Dunbar
 Digitally signed by Charles J. Dunbar
 Date: 2023.05.23 15:04:43-04'00'
 CHARLES J. DUNBAR, NCPLS L-4189



CERTIFICATE OF EXEMPTION PLAT APPROVAL:

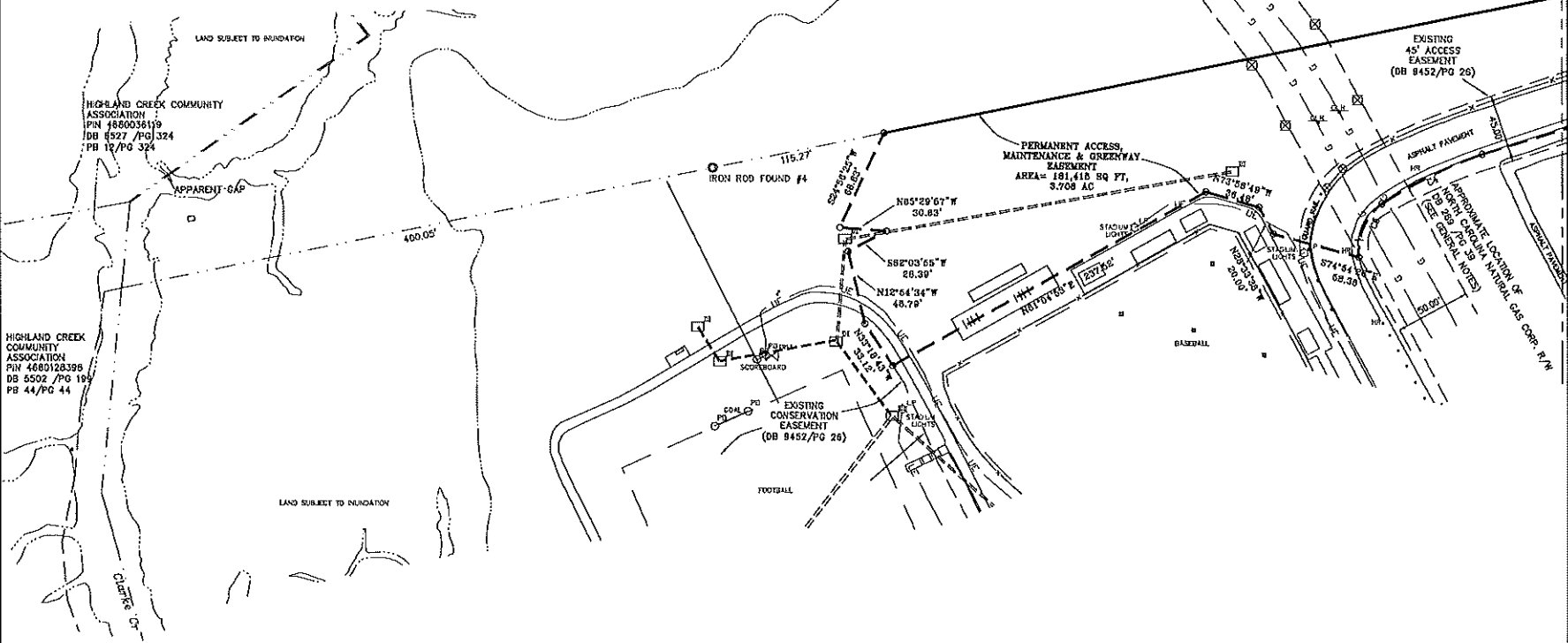
I HEREBY CERTIFY THAT THE PROPOSED SUBDIVISION IS EXEMPT FROM THE CITY OF CONCORD SUBDIVISION ORDINANCE AND THAT THE RESULTING LOTS MEET THE MINIMUM STANDARDS OF THE CONCORD DEVELOPMENT ORDINANCE.

DATE _____ DIRECTOR OF PLANNING AND NEIGHBORHOOD DEVELOPMENT

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

REVIEW OFFICER _____ DATE _____

THE PURPOSE OF THIS PLAT IS TO CREATE THE EASEMENTS AS SHOWN HEREON FOR CONVEYANCE TO THE CITY OF CONCORD.



PREPARED FOR:
CITY OF CONCORD

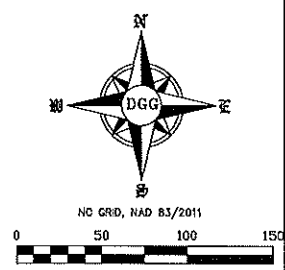
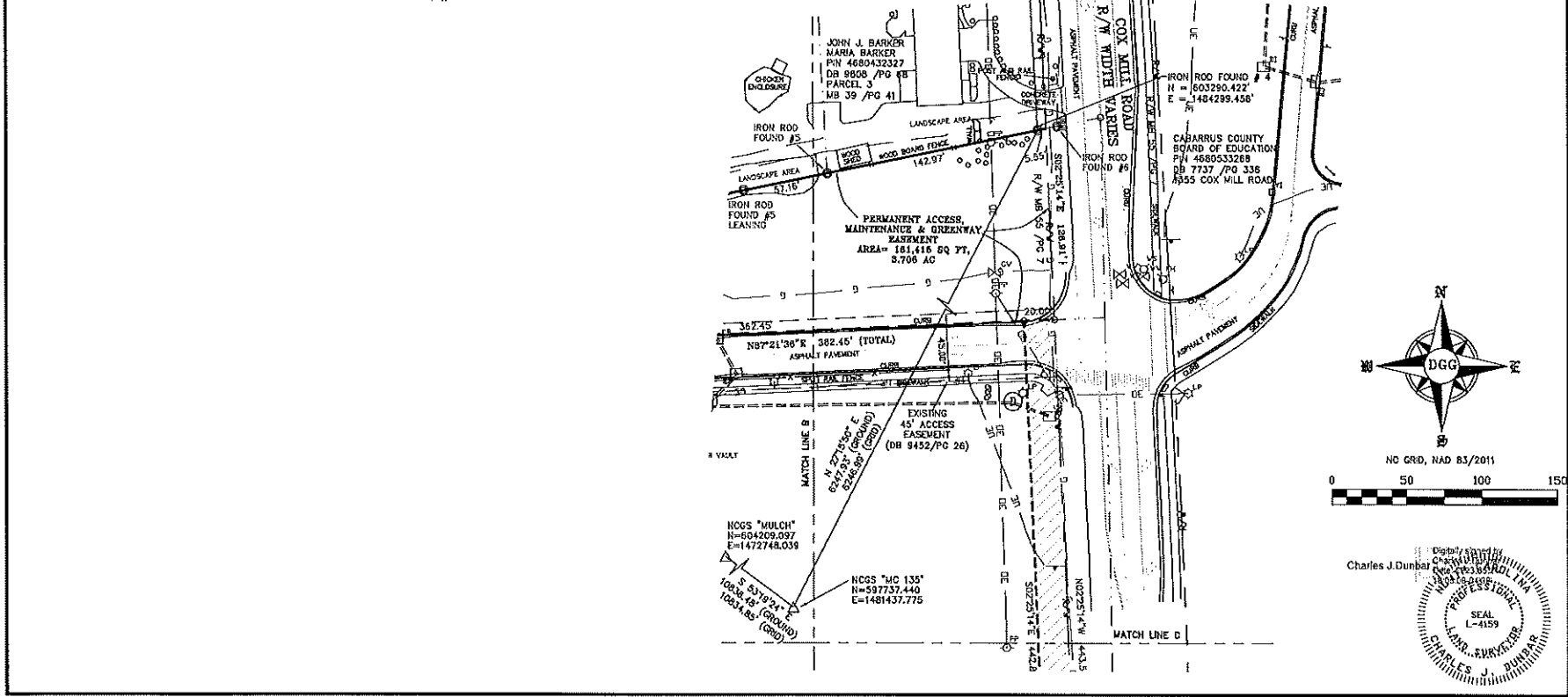
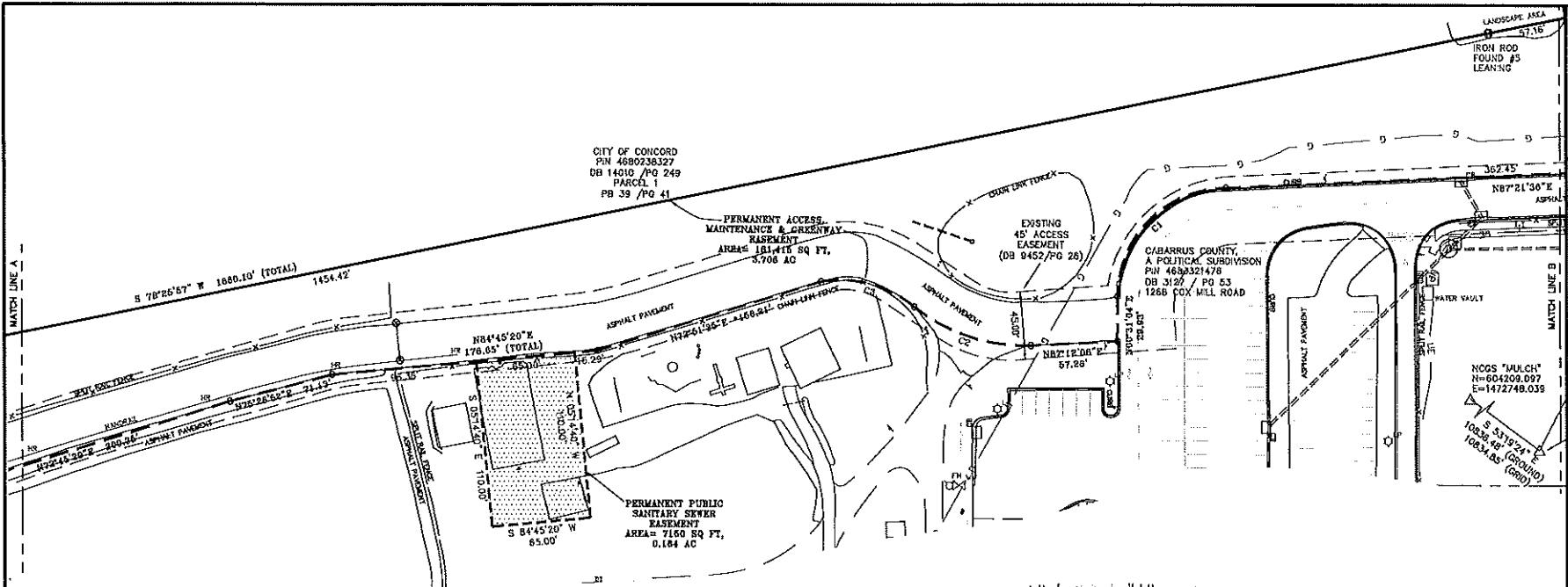
DRAWN BY: SC
 CHECKED BY: CJD
 CREW CHIEF: SD
 FILE NO.: 05-13
 SHEET: 1 OF 3

DATE: 05/24/23
 FIELD DATE: MARCH 2022
 JOB NO.: 21001

DRAWING: 2D - PERMANENT PUBLIC EASEMENT PLAT

THE LANDS OF CABARRUS COUNTY
 DB 3127/PG 53

CONCORD, CABARRUS COUNTY, NORTH CAROLINA



PREPARED FOR:
 CITY OF CONCORD

ENGINEER'S CERTIFICATE NO. 2112
 PROFESSIONAL SURVEYORS
 HUNTERVILLE, NC 28094
 NO. LIC. NO. P-6846

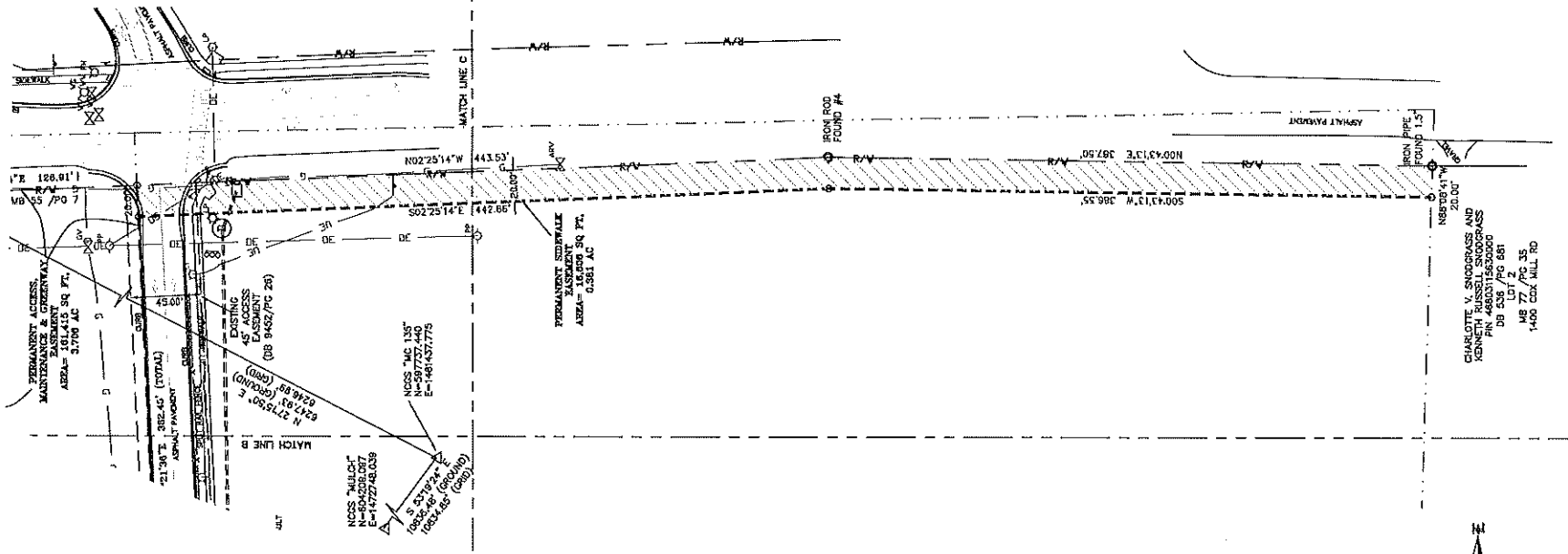
THE LANDS OF CABARRUS COUNTY
 DB 3127/PG 53

CONCORD, CABARRUS COUNTY, NORTH CAROLINA

TITLE:
 MAP OF EASEMENT PLAT
 SCALE: 1" = 50'
 MAP DATE: 05/24/23
 FIELD DATE: MARCH 2022
 FILE NO.: 05-13 US NO.: Z1001
 DRAWING: 50_MPL EASEMENT DISSEMINATION PLAT
 SHEET: 2 OF 3

DRAWN BY: SC
 CHECKED BY: CJD
 CREW CHIEF: SD
 NO. 13 US NO. Z1001

Charles J. Dunbar
 PROFESSIONAL SURVEYOR
 SEAL
 L-4159
 CHARLES J. DUNBAR



NC GRID, NAD 83/2011

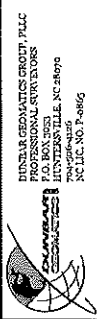
Digitally signed by Charles J. Dunbar
 Date: 2022.03.05 18:05:09 -0500



DRAWN BY: SC
 CHECKED BY: CJD
 CREW CHIEF: SD
 FILE NO.: 05-13 JOB NO.: 21001
 SHEET: 3 OF 3 DRAWING: 25-21 COUNTY PARK EASEMENT PLAN

TITLE: MAP OF EASEMENT PLAN
THE LANDS OF CABARRUS COUNTY
DB 3127/PG 53

CONCORD, CABARRUS COUNTY, NORTH CAROLINA



PREPARED FOR:
 CITY OF CONCORD

DUNBAR GEOMATICS, CORP. PLLC
 PROFESSIONAL SURVEYORS
 P.O. BOX 1053
 HUNTERVILLE, NC 28070
 NC LIC. NO. 7-0863

April 24, 2023

George Berger, Senior Planner
City of Concord
147 Academy Ave NW
Concord, NC 28026

RE: Carolina Thread Trail Grant Agreement 2023-02

Dear Mr. Berger,

Please find enclosed the Grant Agreement for your awarded 2023 Implementation Grant from the Carolina Thread Trail. Again, congratulations! We look forward to working with you and your community partners on this exciting project.

Please sign and have notarized where indicated. Once signed, please return the original to me. Once the agreement is fully executed, you will receive a final copy for your files. Please note that the line for "Effective Date" will be filled in by the party who is last to sign the agreement, at the time of execution.

Also enclosed is a form on which to provide your organization's ACH banking information. Please return the completed form along with the signed agreement. The transfer of funds will be through ACH payment once the conditions specified in the agreement are met (Sec. 2. Disbursement of Grant Proceeds).

The Carolina Thread Trail has issued a press release on the award. We encourage the City to publicize the award through a number of the following communication channels, as applicable: Press releases; e-newsletter or e-alerts; printed newsletters; website articles or posts; social media posts, photograph captions/social posts; email messages; broadcast interviews; newspaper articles; posters, flyers, or direct mail for events or meetings; advertisements, etc.

Please feel free to contact me with any questions at 704.342.3330, Ext. 2216, or bret@carolinathreadtrail.org.

Sincerely,



Bret Baronak
Senior Project Director
Carolina Thread Trail

Enclosures



- CATAWBA -
LANDS CONSERVANCY
LAND | WATER | FARMS | NATURE



CAROLINA
THREAD TRAIL

CAROLINA THREAD TRAIL IMPLEMENTATION GRANT AGREEMENT

Grant Number: 2023-02

Grantor: Catawba Lands Conservancy, a non-profit Section 501(3)(c) organization doing business as Carolina Thread Trail

Project Director: Bret Baronak
bret@carolinathreadtrail.org
 (704) 342-3330, ext. 2216
 2400 Park Road, Suite 1
 Charlotte, NC 28203

Grant Recipient: City of Concord

Federal Tax ID Number: 56-6001207

Chief Executive: Lloyd Payne, Jr.

Primary Contact: George A. Berger, Senior Planner
bergerg@concordnc.gov
 704- 920-5641
 147 Academy Ave NW
 Concord, NC 28026

Award Date: March 21, 2023

Effective Date: March 21, 2023, 2023

Grant Amount: \$ 70,000

THIS GRANT AGREEMENT (the "Grant Agreement") is made and entered into, as of the Effective Date by and between the Grantor and the Grant Recipient.

Acceptance of this grant, as evidenced by the authorized signature of this Grant Agreement, signifies that City of Concord is a local government entity or non-profit Section 501(c)(3) organization.

- Grant Purpose.** Grant 2023-02 shall be used for Construction of Irish Buffalo Creek Greenway – Caldwell Park Section, located in the City of Concord in Cabarrus County, NC, as described in the Grant Recipient's Fall 2022 Trail Implementation Grant Program application.

The Grant Recipient understands that uses of grant funds for purposes other than those described above (the “project”), must be authorized in advance in writing by the Grantor.

2. **Disbursement of Grant Proceeds.** The Grantor will send proceeds by ACH payment to the Grant Recipient within thirty (30) days of completion of the following conditions:
 - a. receipt of an executed copy of this Grant Agreement, and
 - b. evidence that all additional funding has been awarded or budgeted to complete the project.

3. **Project Timetable.** The project funded by the grant shall be completed within three (3) years of this grant award. Any requests to extend this time period shall be submitted in writing to the Project Director of the Grantor no less than sixty (60) days prior to the original project completion deadline.

4. **Grant Recipient Responsibilities.** The Grant Recipient is responsible for administering the grant by receiving the grant funds, disbursing funds to project vendors and partners and submitting required grant reports (see below). The Grantor will not be responsible for any agreements between the Grant Recipient and any project vendors. The Grant Recipient will lead the project described in the Grant Purpose.

5. **Remaining and Unused Funds.** Any remaining and unused funds shall be returned to the Grantor within sixty (60) days after either the completion of the project or notification from the Grant Recipient to the Project Director of the Grantor that the project is cancelled or indefinitely postponed.

6. **Reporting Requirements.** If, after one (1) year from receipt of the grant funds, the project is not complete, the Grant Recipient shall submit at that time an interim progress report providing a description of project activities, accomplishments and any setbacks encountered. The report shall also include an updated summary of funds expended, a budget for completion, and a description of actual funding sources, as well as prospective funding sources in the event that any setbacks are of financial nature (see Exhibit A). A final report shall be submitted within sixty (60) days of project completion, but no later than three (3) years of receipt of grant funds, outlining the outcome of the project and a final accounting of funds expended (see Exhibit B). The Grantor reserves the right to conduct an independent evaluation of the progress of the project and all expenditures. The Grant Recipient will cooperate fully by providing information requested.

7. **Project Requirements.** Funding for trail construction must be used on land that has been acquired from willing landowners. Funding from this grant may not be used for any construction related documents or actual trail construction on land that has been acquired through condemnation. If funds are used in an unauthorized manner, all grant funds must be returned to the Grantor.

Funding for land acquisition must be used for properties from willing landowners. Funding from this grant may not be used for any transaction on land that has been acquired through condemnation. If funds are used in an unauthorized manner, all grant funds must be returned to the Grantor.

8. **Post-Implementation Requirements.**
 - a. **Public Access.** All projects supported by grant funding from the Grantor are required to be accessible to the general public. Should, at a future date, the project become permanently unavailable for public access, the Grant Recipient is required to return the full awarded amount of the Carolina Thread Trail Implementation Grant to the Grantor within sixty (60) days of its closure to the public.

- b. **Maintenance.** The Grant Recipient and project partners are responsible for maintaining the project supported by the Carolina Thread Trail Implementation Grant. Should, at a future date, the trail become permanently unavailable for public access due to the project not being properly maintained, the Grant Recipient is required to return the entire awarded amount of the Carolina Thread Trail Implementation Grant to the Grantor within sixty (60) days of its closure to the public.
 - c. **Signage.** The Grant Recipient, when ready to consider branding signage for the funded segment, will coordinate with the Grantor to ensure conformance with the branding standards adopted by the Grantor.
9. **Indemnification.** The Grantor is not responsible for any actions of the Grant Recipient, and furthermore, to the extent permitted by law, the Grant Recipient agrees to indemnify, defend and hold harmless the Grantor and their agents and employees from any liability, loss, cost, injury, damage or other expense that may be incurred by the Grant Recipient or claimed by any third person against it as a result of funding of the project or any action or non-action taken in connection with the project.

*****SIGNATURES ON THE FOLLOWING PAGES*****

IN WITNESS WHEREOF, the parties have executed this Grant Agreement on the date set forth above.

GRANTOR:

CATAWBA LANDS CONSERVANCY,
a North Carolina nonprofit corporation doing business
as **CAROLINA THREAD TRAIL**

By: [Signature]
Name
DIRECTOR
Title

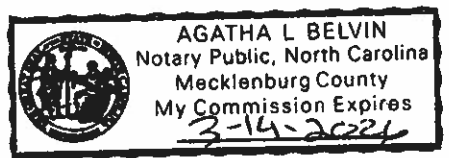
STATE OF North Carolina
COUNTY OF Mecklenburg

I, Agatha L. Belvin a Notary Public of the County and State aforesaid, certify
that Bret Baronak personally appeared before me this day and acknowledged that s/he
is CTT Director of the Catawba Lands Conservancy, a nonprofit corporation
doing business as the Carolina Thread Trail, and that s/he, as CTT Director, being
authorized to do so, executed the foregoing on behalf of the entity.

Witness my hand and notarial seal this the 2 day of May, 2023

[Signature]
Notary Public

My commission expires:
3-14-2024



GRANT RECIPIENT:

By: _____
Name

Title

Organization

ATTEST:

STATE OF _____
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, certify that
_____ personally appeared before me this day and acknowledged that s/he
is _____ of the _____, and that s/he, as
_____, being authorized to do so, executed the foregoing on behalf of the entity.

Witness my hand and notarial seal this the ____ day of _____, 20____.

Notary Public

My commission expires:

EXHIBIT A



- CATAWBA -
LANDS CONSERVANCY
LAND | WATER | FORESTS | NATURAL



CAROLINA
THREAD TRAIL

Carolina Thread Trail Implementation Grant

INTERIM PROGRESS REPORT

Grant # _____

Grant Recipient _____

Project Name _____

Covers the period from _____ to _____

1. Please summarize your primary project activities for the period covered by this report. Include a description of accomplishments and setbacks. How have you addressed any setbacks you have encountered?(500 words or less)
2. Are you on track to accomplish the grant purpose described in your application and Grant Agreement? If not, please explain. Include a discussion of any required adjustments to the anticipated timetable.
3. Please provide an updated list of funding sources and the amount of funding from each. In the event that any project setbacks are of a financial nature, include prospective funding sources and status.
4. Please complete the attached budget worksheet.

EXHIBIT A



- CATAWBA -
LANDS CONSERVANCY
LAND | WATER | PLANTS | PEOPLE



CAROLINA
THREAD TRAIL

Carolina Thread Trail Implementation Grant

INTERIM REPORT

Budget Worksheet

For period from _____ to _____

Interim Project Expense Report				
Itemized Expenses	Thread Grant	Other Funding	Original Budget	Project Expenses to date
	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

EXHIBIT B



Carolina Thread Trail Implementation Grant

FINAL PROGRESS REPORT

Grant # _____

Grant Recipient _____

Project Name _____

Covers the period from _____ to _____

1. Please summarize your primary project activities and the outcome of your efforts. Include a description of accomplishments and setbacks. How did you address any setbacks you encountered? Did you accomplish the grant purpose described in your application and Grant Agreement? (500 words or less)
2. Please provide an updated list of funding sources and the amount of funding from each.
3. Please complete the attached budget worksheet for the appropriate grant type (Detailed Corridor Planning, Land Acquisition, Trail Project Design, Trail Construction, Canoe/Kayak Launch Construction). **Attach all invoices associated with grant expenditures.**
4. For Detailed Corridor Planning Grants, please provide a copy of plan documents.
5. For Land Acquisition Grants, please provide a copy of the deed.
6. For Trail Project Design Grants, please provide a copy of design documents.
7. For Trail Construction Grants or Canoe/Kayak Launch Construction Grants, please provide a description of the completed project and digital images.

EXHIBIT B



- CATAWBA -
LANDS CONSERVANCY
LAND | WATER | FOREST | NATURE



CAROLINA
THREAD TRAIL

Carolina Thread Trail Implementation Grant

FINAL REPORT

Budget Worksheet

For period from _____ to _____

Trail Construction				
	Thread Grant	Other Funding*	Final Project Cost	Original Budgeted Project Cost**
Construction Drawings	\$	\$	\$	\$
Permit Acquisition	\$	\$	\$	\$
Site Preparation	\$	\$	\$	\$
Trail Construction	\$	\$	\$	\$
Amenities (list)	\$	\$	\$	\$
Construction Mgmt.	\$	\$	\$	\$
Other	\$	\$	\$	\$
TOTALS	\$	\$	\$	\$

Please attach all invoices associated with Thread Trail Grant expenditures.

* List other funding sources with amounts.

**Please attach a description of significant variances to the original budget.

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Parks & Recreation Projects- Caldwell Park Project – Irish Buffalo Creek Greenway

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 Caldwell Park – Irish Buffalo Creek Greenway within Caldwell Park with future connection to Lincoln Street and Melrose Drive

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

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the completion of the projects:

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
420-4603000				
420-4603000	Grant Proceeds	\$2,478,114	\$ 2,548,114	\$70,000
				<u>\$ 70,000</u>

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

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8300-5811002				
8300-5811002	Caldwell Park	\$2,138,960	\$ 2,208,960	\$ 70,000
		Total		<u>\$ 70,000</u>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adoption, copies of this capital projects ordinance shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy, and shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of June, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

ACH Information Request Form for Carolina Thread Trail Grant Recipients

CLC/CTT will issue ACH payments for the subject grant. In order to receive ACH payment, please provide instructions from your bank or provided the following information:

Account Title	
Account Number	
Bank Routing Number	
Bank Name	
Bank Address	
Bank Phone Number	

For Office Use Only

Date Verified	
Verified by	

Cabarrus County Youth Orchestra

Cabarrus County Youth Orchestra is a 501c3 nonprofit extracurricular music education program that serves Cabarrus County School students grades K-12. Its focus is on the art of playing the instruments that make up the violin family (violin, viola, cello and double bass). CCYO's inaugural season will begin in the Fall of 2023. Classes will be held after school in downtown Concord at a location soon to be determined. Classes include elementary music for grades K - 3, and beginning, intermediate and advanced strings classes for students in grades 4 - 12.

CCYO students will perform two concerts per semester for the community in Davis Theater at Cabarrus Arts Council. Other performance opportunities will be sought for CCYO students.

CCYO is seeking funding. CCYO is requesting \$2500 to assist in equipping the program. CCYO needs music chairs and music stands. CCYO needs to begin building a music library (sheet music for students to read, learn and perform). CCYO needs music materials for its elementary music classes (music instruments, games, books, sound equipment, etc.). CCYO needs funding for marketing and recruitment.

There are presently 7 families interested in registering for CCYO's Fall 2023 season. Of those 6 families, 5 live within Concord city limits. At this time 71% of our expected enrollment live within the city limits of Concord, NC.

CCYO tax ID #: 32-0721690

Eric J. Landsperger
CCYO Executive Director

ORD. #

AN ORDINANCE TO AMEND FY 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, 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 Approp	11,791,856	11,794,356	2,500
	Total			2,500

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	6,820	9,320	2,500
	Total			2,500

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

Adopted this 8th day of June, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



MEMORADUM

DATE: Monday, May 08, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Evolve at Parkway Apts.
 PROJECT NUMBER: 2021-010
 DEVELOPER: Concord Housing, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Buildings 1-12 plus clubhouse and garages
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, June 08, 2023
 ONE-YEAR WARRANTY DATE: Saturday, June 08, 2024

Water Infrastructure	Quantity
8-inch in LF	23.00
8-inch Valves	2

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	756.00
Manholes as EA	4



MEMORADUM

DATE: Wednesday, May 10, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Goddard School Concord
 PROJECT NUMBER: 2015-056
 DEVELOPER: The Goddard School
 FINAL CERTIFICATION - LOT NUMBERS: Site
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Thursday, June 08, 2023
 ONE-YEAR WARRANTY DATE: Saturday, June 08, 2024

Water Infrastructure	Quantity
6-inch in LF	31.00
6-inch Valves	1
2-inch in LF	22.00
2-inch Valves	1



MEMORADUM

DATE: Monday, May 08, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Highway 29 Mini-Storage
 PROJECT NUMBER: 2019-058
 DEVELOPER: Mini Storage Depot on Concord Pkwy, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Commercial Site
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, June 08, 2023
 ONE-YEAR WARRANTY DATE: Saturday, June 08, 2024

Water Infrastructure	Quantity
8-inch in LF	267.00
8-inch Valves	3
Hydrants	1

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	341.48
Manholes as EA	2



MEMORADUM

DATE: Monday, May 08, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Kasen Bluff Subdivision
 PROJECT NUMBER: 2002-036
 DEVELOPER: Daryl Suther
 FINAL CERTIFICATION - LOT NUMBERS: 1 - 11
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, June 08, 2023
 ONE-YEAR WARRANTY DATE: Saturday, June 08, 2024

Water Infrastructure	Quantity
8-inch in LF	415.00
8-inch Valves	1
2-inch in LF	287.00
2-inch Valves	1
Hydrants	1

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	514.00
Manholes as EA	5



MEMORADUM

DATE: Thursday, May 18, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Steris-Charlotte Offsite Reprocessing Center
 PROJECT NUMBER: 2021-070
 DEVELOPER: Oakmont Business Partners II, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Commercial Site
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Thursday, June 08, 2023
 ONE-YEAR WARRANTY DATE: Saturday, June 08, 2024

Water Infrastructure	Quantity
8-inch in LF	116.00
Hydrants	1

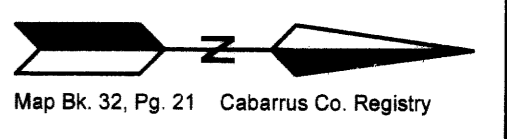
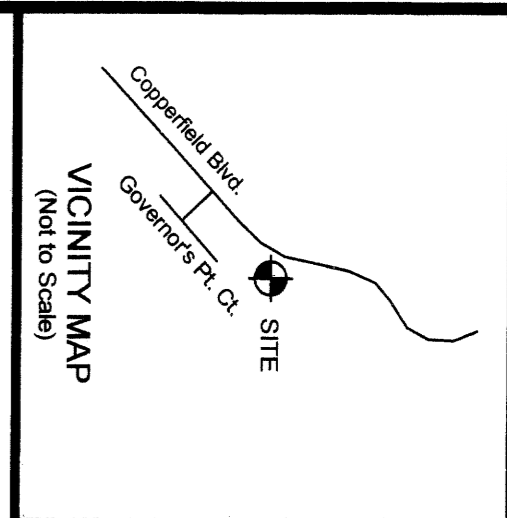


MEMORADUM

DATE: Tuesday, May 30, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: Copperfield Phase 2
 PROJECT NUMBER: 2005-065
 DEVELOPER: Copperfield, Inc.
 COUNCIL ACCEPTANCE DATE: Thursday, June 8, 2023
 ONE-YEAR WARRANTY DATE: Friday, June 7, 2024

Street	Length in LF	ROW in FT	Plat
Amalia Street NW	2753.00	Varies	
Total	2753.00		

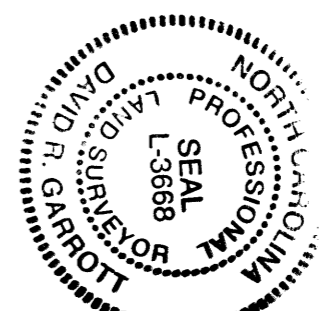
* Dimension is Scaled from GIS



LINE	BEARING	DISTANCE
L1	S 48°42'35" E	60.25'
L2	S 70°08'43" E	25.97'
L3	S 47°41'43" W	58.82'
L4	N 81°42'01" E	42.43'
L5	S 36°42'01" W	59.83'
L6	N 31°30'40" E	45.71'
L7	S 87°02'18" E	30.92'
L8	S 81°16'40" E	74.33'
L9	N 58°09'19" E	45.81'
L10	S 34°48'03" E	41.29'
L11	N 81°19'40" W	67.82'
L12	N 75°37'02" W	30.47'
L13	S 36°18'58" E	20.71'
L14	S 30°36'19" E	22.02'
L15	S 70°35'17" E	38.15'
L16	S 14°23'41" W	35.36'
L17	S 30°36'19" E	27.02'
L18	S 24°53'41" E	20.61'

- LEGEND**
- RW - Right of Way
 - EIP - Existing Iron Pin
 - NP - New Iron Pin
 - CP - Calculated Point
 - Adjoining Property Lines
 - Flood Line
 - River Stream Overlay
 - Utility Easement Lines
 - Buffer Lines
 - Setback Lines
 - D - Transformers
 - O - Set 1/2" Rebar

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	25.00'	39.33'	35.40'	N 03°09'42" W
C2	890.00'	473.82'	468.05'	N 21°28'43" E
C3	810.00'	751.56'	724.89'	S 32°49'14" W
C4	1048.94'	78.33'	78.31'	N 34°36'11" E
C5	998.94'	63.96'	63.95'	N 34°54'29" E
C6	322.50'	89.07'	88.99'	S 41°56'51" W
C7	277.50'	50.83'	50.76'	S 41°56'51" W
C8	29.50'	50.84'	44.78'	N 02°10'21" W
C9	122.50'	21.58'	21.58'	N 02°10'21" W
C10	131.23'	51.03'	50.71'	N 78°41'20" W
C11	182.79'	36.45'	36.38'	N 58°49'20" W
C12	172.50'	36.45'	50.72'	N 58°49'20" W
C13	29.50'	61.04'	50.72'	N 27°56'03" E
C14	140.50'	94.46'	92.69'	N 27°56'03" E
C15	522.50'	234.60'	232.83'	S 21°32'09" W
C16	477.50'	214.39'	212.60'	S 21°32'09" W
C17	177.50'	138.96'	133.43'	N 11°58'17" E
C18	222.50'	184.59'	179.34'	N 10°37'54" E
C19	175.39'	60.69'	60.39'	N 26°24'11" W
C20	227.17'	88.32'	88.06'	N 16°23'28" W
C21	890.00'	122.36'	122.26'	N 14°39'56" E



I, David R. Garrott, certify that this plat was drawn under my supervision from an actual survey made under my supervision (detailed description recorded in Book 618, page 376, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book 618, page n/a; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 28th day of January, A.D., 2009.

- I also certify to one or more of the following as indicated:
- A. That this plat is of a survey that creates a subdivision of land within the area of county or municipality that has an ordinance that regulates parcels of land.
 - B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land.
 - C. That this plat is of an existing parcel(s) of land.
 - D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision.
 - E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.

David R. Garrott
Date: 2/27/09

It is hereby certified that this map is exempt from City of Concord approval as a subdivision plat and is in compliance with the City of Concord Unified Development Ordinance Regulations

Margaret Mason
Director of Development Services
Date: 2/27/09

REVIEW OFFICERS CERTIFICATE

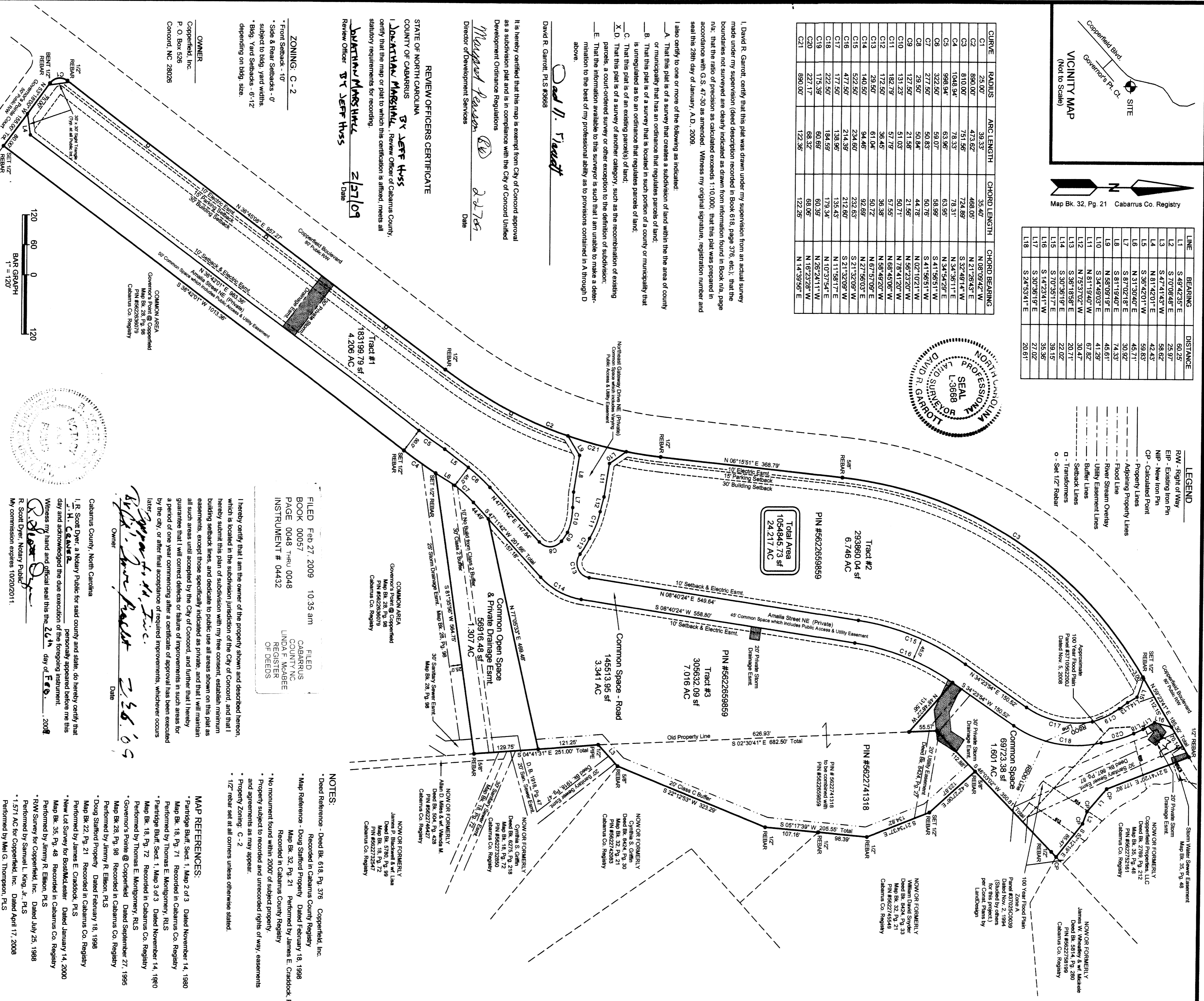
STATE OF NORTH CAROLINA
COUNTY OF CABARRUS
I, **BY JEFF HVS**, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.

Dwight M. Hartz
Review Officer: **BY JEFF HVS**
Date: 2/27/09

- ZONING: C-2**
- * Front Setback - 10'
 - * Side & Rear Setbacks - 0'
 - * Subject to bldg. yard widths
 - * Bldg. Yard Setbacks - 6'-12' depending on bldg. size.

OWNER
Copperfield, Inc.
P. O. Box 526
Concord, NC 28026

COMMON AREA
Governor's Point @ Copperfield
Map Bk. 28, Pg. 98
PIN #5622358079
Cabarrus Co. Registry



I hereby certify that I am the 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 easements, except those specifically indicated as private, and 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 a certificate of approval has been executed by the city, or after final acceptance of required improvements, whichever occurs later.

J. H. Caldwell
Notary Public
Date: 2/26/09

FILED Feb 27, 2009 10:35 am
BOOK 00057
PAGE 0048 THRU 0048
INSTRUMENT # 04432

FILED
CABARRUS
COUNTY NC
LINDA F. McABEE
REGISTER
OF DEEDS

NOTES:

- * Deed Reference - Deed Bk. 618, Pg. 376. Copperfield, Inc. Recorded in Cabarrus County Registry
- * Map Reference - Doug Stafford Property Dated February 18, 1998. Map Bk. 32, Pg. 21. Performed by James E. Craddock, PLS. Recorded in Cabarrus County Registry
- * No monument found within 2000' of subject property.
- * Property subject to recorded and unrecorded rights of way, easements and agreements as may appear.
- * Property Zoning: C-2
- * 1/2" rebar set at all corners unless otherwise stated.

MAP REFERENCES:

- * Partridge Bluff, Sect. 1, Map 2 of 3 Dated November 14, 1980. Map Bk. 18, Pg. 71. Recorded in Cabarrus Co. Registry
- * Performed by Thomas E. Montgomery, PLS.
- * Partridge Bluff, Sect. 1, Map 3 of 3 Dated November 14, 1980. Map Bk. 18, Pg. 72. Recorded in Cabarrus Co. Registry
- * Performed by Thomas E. Montgomery, PLS.
- * Governor's Point @ Copperfield Dated September 27, 1995. Map Bk. 28, Pg. 98. Recorded in Cabarrus Co. Registry
- * Performed by Jimmy R. Elison, PLS.
- * Doug Stafford Property Dated February 18, 1998. Map Bk. 22, Pg. 21. Recorded in Cabarrus Co. Registry
- * Performed by James E. Craddock, PLS.
- * New Lot Survey for Boswell, Dated January 14, 2000. Map Bk. 35, Pg. 48. Recorded in Cabarrus Co. Registry
- * Performed by Jimmy R. Elison, PLS.
- * RAW Survey for Copperfield, Inc. Dated July 25, 1998. Performed by Samuel L. King, Jr., PLS.
- * PLS 1,571 AC for Copperfield, Inc. Dated April 17, 2008. Performed by Mel G. Thompson, PLS.

Prepared for: **Copperfield, Inc.**

Copperfield Phase II

City of Concord Township #4 & #12 Cabarrus County, NC

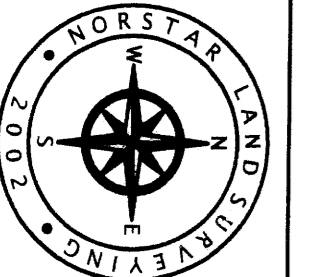
RECOMBINATION PLAT

NORSTAR LAND SURVEYING, INC.
192-A N. CHURCH STREET
CONCORD, NC 28025
PH 704 721 6651
FAX 704 721 6653

DATE: December 29, 2008
SCALE: 1" = 120'
NLS NO.: 08148
DRAWN BY: S. Dyer
CHECKED BY: D. Garrott

DATE: _____
REVISION: _____
BY: _____

SHEET _____ OF _____



**CAPITAL PROJECT ORDINANCE AMENDMENT
Affordable Housing Fund**

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

SECTION 1. The project authorized is Affordable Housing.

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

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the completion of the projects:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
370-4354000				
370-4354000	Other Income	\$283	\$845	\$562
370-4351500				
370-4351500	Affordable Housing Proceeds	\$330,927	\$456,277	\$125,350
				<u>\$125,912</u>

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3700-5194000				
3700-5194000	Contract Services	\$0	\$137,380	\$137,380
3700-5811082				
3700-5811082	Future Projects	\$512,032	\$247,360	(\$264,436)
3700-5475000				
3700-5475000	Affordable Housing Construction	\$1,629,925	\$1,882,893	\$252,968
	Total			<u>\$125,912</u>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adoption, copies of this capital projects ordinance shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy, and shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this ___ day of May, 2023.

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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, 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:

		<u>Revenues</u>		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
680-4401305	Fuel Sales/Avgas	1,765,877	2,165,877	400,000
680-4401309	Fuel Sales/Jet A	7,282,621	8,982,621	1,700,000
680-4401320	Lease-Tie Downs	60,000	85,000	25,000
680-4401323	Lease-Corporate	560,000	680,000	120,000
680-4401330	Airport Parking	1,800,000	1,450,000	(350,000)
680-4401343	Commercial Into-Plane Fee	110,330	70,330	(40,000)
680-4401344	Passenger Facility Charge	250,000	0	(250,000)
680-4401350	Rental Car	250,000	200,000	(50,000)
680-4406000	Retained Earnings Appr	658,225	0	(658,225)
680-4501400	Transfer from Cap Proj	1,560,580	3,798,399	2,237,819
Total				3,134,594

		<u>Expenses/Expenditures</u>		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
4530-5212000	Uniforms	12,800	17,800	5,000
4530-5194000	Contract Services	386,836	586,836	200,000
4530-5271000	Avgas Purchases	1,377,601	1,577,601	200,000
4530-5272000	Jet A Purchases	4,529,091	6,529,091	2,000,000
4530-5321000	Telephone	32,497	142,497	110,000
4530-5331000	Utilities	337,000	587,000	250,000
4530-5351000	Maintenance-Buildings	790,929	1,330,929	540,000
4530-5352000	Maintenance-Equipment	55,560	85,560	30,000
4530-5451000	Insurance-Prop & Gen Liab	177,686	201,686	24,000
4530-5491000	Dues & Subcriptions	34,281	69,281	35,000
4530-5990001	Approp to Ret Earnings	741,685	482,279	(259,406)
Total				3,134,594

Reason: To adjust to year end estimates.

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of June, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE AMENDMENT

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 **Hangar TaxiLane Rehabilitation**.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the Federal Aviation Administration.

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

Account	Title	<u>Revenues</u>		
		Current Budget	Amended Budget	(Decrease) Increase
451-4357300				
451-4357300	Federal Aid	12,751,077	14,164,304	1,413,227
Total				1,413,227

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

Account	Title	<u>Expenses/Expenditures</u>		
		Current Budget	Amended Budget	(Decrease) Increase
6300-5800442				
6300-5800442	Hangar TaxiLane Rehab	00.00	1,413,227	1,413,227
Total				1,413,227

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 11th day of June, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE AMENDMENT

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 **Airport Projects**.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the N.C. Department of Transportation – Division of Aviation.

SECTION 3. 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
451-4501680	Transfer from Aviation	611,721	712,764	101,043
Total				101,043

Section 4. The following amounts are appropriated for the project

		<u>Expenses/Expenditures</u>		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
6301-5800446	ATCT Equipment	325,751	337,017	11,266
6301-5986000	Transfer to Aviation	0	2,335	2,335
6300-5800441	North Apron Expansion	4,036,643	4,122,060	85,417
6307-5986000	Transfer to Aviation	0	3,300	3,300
6307-5800453	Runway Widening	889,172	887,872	(1,300)
6306-5800449	Long Term Parking Upgrade	2,056,051	2,054,576	(1,475)
6306-5986000	Transfer to Aviation	0	1,500	1,500
6302-5800276	Fuel Farm	412,762	381,750	(31,012)
6302-5800451	GA Wayfinding/Parking	804,268	802,268	(2,000)
6302-5986000	Transfer to Aviation	875,000	908,012	33,012
6309-5986000	Transfer to Aviation	1,158,273	1,155,025	(3,248)
6309-5800454	North Apron Roadway	1,601,952	1,605,200	3,248
Total				101,043

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 8th day of June, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

**GRANT PROJECT ORDINANCE
American Rescue Plan Fund**

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

SECTION 1. The project authorized is various projects funded by the American Rescue Plan Funds.

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

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the completion of the projects:

Account	Title	Revenues		
		Current Budget	Amended Budget	(Decrease) Increase

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

Account	Title	Expenses/Expenditures		
		Current Budget	Amended Budget	(Decrease) Increase
3300-5475100	We Build	2,777,247	0	(2,777,247)
3300-5811082	Future Projects	2,000,000	0	(2,000,000)
3300-5831000	Broadband	700,000	0	(700,000)
3300-5832000	Collections Area Renov	34,535	0	(34,535)
3300-5833000	Kiosk/Drop Box Renov	100,000	0	(100,000)
3300-5834000	AV Upgrades	110,000	0	(110,000)
3300-5835000	Wellness Cntr Covid Incr	72,000	0	(72,000)
3300-5836000	UV Lighting	64,465	0	(64,465)
3300-5837000	PD HVAC Auto Contrl Upgd	243,000	0	(243,000)
3300-5838000	Salvation Army	100,000	0	(100,000)
3300-5839000	HR Covid Mgmt System	30,625	0	(30,625)
3300-5983000	Transfer to General Fund	10,024,000	16,255,872	6,231,872
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 grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adoption, copies of this grant projects ordinance shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of June, 2023.

CITY COUNCIL
CITY OF CONCORD

NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**GRANT PROJECT ORDINANCE
American Rescue Plan Fund**

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

SECTION 1. The project authorized is various projects funded by the American Rescue Plan Funds.

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

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the completion of the projects:

		<u>Revenues</u>		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
330-4501100	Transfer from General Fund	0	6,231,950	6,231,950
			\$6,231,950	

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

		<u>Expenses/Expenditures</u>		
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3300-5475100	We Build	0	2,777,247	2,777,247
3300-5811082	Future Projects	0	2,010,2980	2,010,298
3300-5831000	Broadband	0	700,000	700,000
3300-5832000	Collections Area Renov	0	34,535	34,535
3300-5833000	Kiosk/Drop Box Renov	0	88,689	88,689
3300-5834000	AV Upgrades	0	111,730	111,730
3300-5835000	Wellness Cntr Covid Incr	0	72,000	72,000
3300-5836000	UV Lighting	0	64,465	64,465
3300-5837000	PD HVAC Auto Contrl Upgd	0	243,000	243,000
3300-5838000	Salvation Army	0	100,000	100,000
3300-5839000	HR Covid Mgmt System	0	29,986	29,986
Total			\$6,231,950	

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the grant agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adoption, copies of this grant projects ordinance shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy. She shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day of June, 2023.

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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, 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	
100-4501330	Transfer fm Amer Res Plan	10,000,000	16,231,950	6,231,950
Total				6,231,950

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5987000	Transfer to Project Fund	8,510,000	14,741,950	6,231,950
Total				6,231,950

Reason: To appropriate ARPA funds used to cover salaries under expenditure category 3.2 and use freed up general fund dollars to transfer funding back to the project fund to cover projects identified to be paid for from these freed up funds.

Adopted this 8th day of June, 2023.

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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, 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	
610-4370000	Retained Earnings Appr	477,155	0	(477,155)
610-4401100	Rates and Charges	87,282,614	104,282,614	17,000,000
610-4353100	Insurance Reimbursement	0	35,255	35,255
610-4402600	Cut On Fees	300,000	360,000	60,000
610-4403000	Charge Out – Reimb	40,000	260,000	220,000
Total				16,838,100

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7200-5121000	Regular	453,443	503,443	50,000
7210-5338100	Production Purch Power	31,327,322	36,327,322	5,000,000
7210-5338500	Duke Power – NITSA	4,066,691	5,066,691	1,000,000
7210-5338900	Peak Prepay Natural Gas	23,203,316	28,203,316	5,000,000
7240-5492000	Bad Debt	0	240,000	240,000
7240-5990001	Approp to Retain Earnings	0	5,548,100	5,548,100
Total				16,838,100

Reason: To adjust to year end estimates.

Adopted this 8th day of June, 2023.

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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, 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	
100-4323100	Sales Tax Article 39	10,149,188	11,349,188	1,200,000
100-4323200	Sales Tax Article 40	4,937,877	5,537,877	600,000
100-4323300	Sales Tax Article 42	4,709,052	5,809,052	1,100,000
100-4323400	Sales Tax Article 44	3,833,640	4,933,640	1,100,000
100-4332200	Alcohol/Beverage Tax	400,000	490,530	90,530
100-4335100	Powell Bill	2,900,000	2,979,783	79,783
100-4336100	Transp Sec 104 Federal	354,600	354,551	(49)
100-4336200	Transp Sec 104 Local	55,389	66,479	11,090
100-4603100	FTA 5310 Enhncd Mobility	-	300,000	300,000
100-4324205	Gross Recpts-Rental Vehicle	220,000	250,000	30,000
100-4353100	Insurance Reimbursement	98,215	111,392	13,177
100-4354000	Other Income	75,000	105,000	30,000
100-4350400	Rental Income	17,000	37,000	20,000
100-4350410	Clearwater Artist Studio	47,000	107,000	60,000
100-4351000	Sale of Fixed Assets	139,319	218,183	78,864
100-4352000	ABC Distribution	800,000	871,000	71,000
100-4370000	Appropriated Fund Balance	16,140,193	11,791,856	(4,348,337)
Total				<u>436,058</u>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4110-5181000	FICA	7,189	8,689	1,500
4110-5183000	Group Insurance	30,147	60,147	30,000
4110-5194000	Contract Services	185,016	235,016	50,000
4110-5280000	Tree Lighting	12,650	14,850	2,200
4110-5299000	Supplies-Departmental	3,640	9,640	6,000
4115-5331000	Utilities	205,000	255,000	50,000
4120-5194000	Contract Services	224,767	254,767	30,000
4130-5440000	Maintenance Contracts	81,707	90,307	8,600
4140-5494000	Tax Collection Charge	300,000	340,000	40,000
4150-5121000	Regular	590,541	625,541	35,000
4190-5121000	Regular	76,211	-	(76,211)
4190-5185000	Unemployment Tax	-	15,952	15,952
4190-5186000	Worker's Compensation	300,000	-	(300,000)
4190-5299200	Clearwater Studio Expense	33,390	113,390	80,000
4190-5299400	30 Church St Expenses	-	6,000	6,000
4190-5299500	66 Union St Expenses	1,555	36,555	35,000
4190-5321000	Telephone	51,369	81,369	30,000
4190-5325000	Postage	-	2,000	2,000
4190-5331000	Utilities	134,160	184,160	50,000

4190-5339000	City Street Lighting	855,000	1,055,000	200,000
4190-5351000	Maintenance-Buildings	56,500	96,500	40,000
4190-5492000	Bad Debt Expense	-	13,000	13,000
4190-5800500	FTA 5310 Enhncd Mobility	-	300,000	300,000
4190-5982500	Transfer to Transit Fund	1,254,271	1,338,831	84,560
4190-5992000	Contingency	402,043	-	(402,043)
4310-5991000	Contribution to Cab Cty	50,000	-	(50,000)
4315-5121000	Regular	1,197,920	997,920	(200,000)
4320-5121000	Regular	73,999	98,999	25,000
4320-5181000	FICA	5,661	7,161	1,500
4320-5182000	Retirement-General	8,954	12,454	3,500
4320-5183000	Group Insurance	8,608	16,608	8,000
4320-5187000	401K Contribution	2,960	3,960	1,000
4320-5352000	Maintenance-Equipment	250,000	275,000	25,000
4340-5991000	Contribution to Cab Cty	50,000	-	(50,000)
4341-5121000	Regular	635,006	695,006	60,000
4341-5126000	Part-Time - Regular	63,602	78,602	15,000
4342-5121000	Regular	462,709	492,709	30,000
4342-5122000	Overtime	10,000	25,000	15,000
4342-5182000	Retirement-General	55,564	60,564	5,000
4342-5186000	Worker's Compensation	-	20,000	20,000
4343-5121000	Regular	86,838	92,838	6,000
4511-5122000	Overtime	6,000	-	(6,000)
4513-5186000	Worker's Compensation	-	95,500	95,500
4520-5121000	Regular	2,119,747	1,919,747	(200,000)
4550-5353000	Maintenance - Vehicles	430,107	730,107	300,000
6120-5126000	Part-Time - Regular	465,568	290,568	(175,000)
6120-5183000	Group Insurance	450,366	250,366	(200,000)
6120-5197000	Athletic Services	453,309	378,309	(75,000)
6120-5351000	Maintenance-Buildings	821,339	1,271,339	450,000
	Total			436,058

Reason: To adjust to year end projections.

Adopted this 8th day of June, 2023.

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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
650-4354000	Other Income	7,650	42,650	35,000
650-4401201	Green Fees	1,100,000	1,350,000	250,000
650-4401202	Cart Fees	520,000	570,000	50,000
650-4401203	Driving Range	149,000	199,000	50,000
650-4401204	Resident Card City	48,500	63,500	15,000
650-4404110	Pro-Shop	180,000	280,000	100,000
650-4404120	Food and Beverages	322,597	422,597	100,000
Total				600,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7501-5194100	RRGC Contract Svcs	960,255	1,060,255	100,000
7501-5210010	RRGC Operating Exp	988,448	1,288,448	300,000
7501-5451000	Insurance-Prop & Gen Lia	68,547	268,547	200,000
Total				600,000

Reason: To adjust to year end estimates.

Adopted this 8th day of June, 2023.

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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, 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	
690-4501400	Transfer from Cap Proj	0	140,499	140,499
690-4501350	Transfer from Market Rate	3,351	10,151	6,800
Total				147,299

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
1000-5122000	Overtime	5,000	9,500	4,500
1000-5185000	Unemployment Tax	0	1,820	1,820
1000-5186000	Workers Compensation	0	1,450	1,450
1000-5433000	Gas	90,366	128,366	38,000
1000-5419060	Sundry-Miscellaneous	22,500	47,500	25,000
1000-5443000	Contract Cost – Maint	138,967	205,003	66,036
1000-5451000	Insurance	25,355	26,848	1,493
1000-5457000	Collection Loss	10,000	19,000	9,000
Total				147,299

Reason: To adjust to year end projections.

Adopted this 8th day of June, 2023.

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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, 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	
210-4501350	Transfer from Market Rate	3,351	2,911	(440)
210-4703200	Contr Earned HAP Pmts	4,137,121	4,838,701	701,580
210-4703250	Contr Earned Admin Pmt	376,000	442,364	66,364
	Total			767,504

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
1500-5990001	Approp to Ret Earnings	2,881	0	(2,881)
1500-5443000	Contract Cost – Maint	0	10,000	10,000
1500-5186000	Workers Compensation	0	1,450	1,450
1501-5471500	Housing Assistance Pmt	3,376,476	4,228,751	852,275
1501-5471501	HAP Fam Unification Vchr	130,000	105,000	(25,000)
1501-5471502	Project Based Vouchers	248,324	209,324	(39,000)
1501-5471503	Tenant Protection Voucher	37,452	39,452	2,000
1501-5471505	Vouchers-Vash	93,367	44,367	(49,000)
1501-5471511	HAP Portable (Port Out)	195,000	206,660	11,660
1501-5471900	HAP/FSS Escrow-Voucher	98,696	104,696	6,000
	Total			767,504

Reason: To adjust to year end projections.

Adopted this 8th day of June, 2023.

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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, 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	
Total				
<u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
4210-5121000	Regular	0	25,000	25,000
4210-5181000	FICA	0	2,000	2,000
4210-5182000	Retirement-General	0	3,000	3,000
4210-5183000	Group Insurance	0	2,000	2,000
4210-5187000	401K Contribution	0	1,000	1,000
4210-5194000	Contract Services	1,941,099	2,191,099	250,000
4210-544100	License/Relicense	540,471	740,471	200,000
4210-5908000	Cost Alloc-Data Services	(3,843,214)	(4,326,214)	(483,000)
4215-5121000	Regular	822,653	842,653	20,000
4215-5122000	Overtime	12,000	15,000	3,000
4215-5186000	Workers Compensation	0	10,000	10,000
4215-5325000	Postage	227,554	287,554	60,000
4215-5911000	Cost Alloc – Billing	(2,394,165)	(2,487,165)	(93,000)
4230-5194000	Contract Services	6,764	106,674	100,000
4230-5291000	Supplies-Data Processing	22,364	27,964	5,600
4230-5540000	Vehicle-Capital	30,198	45,998	15,800
4230-5907000	Cost Alloc-Engineering	(3,301,263)	(3,422,663)	(121,400)
4250-5121000	Regular	343,705	368,705	25,000
4250-5182000	Retirement-General	41,588	44,588	3,000
4250-5183000	Group Insurance	62,892	74,892	12,000
4250-5916000	Cost Alloc-Purchasing	(821,675)	(861,675)	(40,000)
Total				0

Reason: To adjust to year end estimates.

Adopted this 8th day of June, 2023.

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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, 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	
350-4702200	Other Income	100	600	500
350-4702400	Rent-Hilltop	33,312	34,062	750
350-4702401	Rental Income-CityProp	33,707	93,720	60,013
Total				61,263

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
3500-5194000	Contract Services	0	25,000	25,000
3500-5331000	Utilities	0	5,000	5,000
3500-5419060	Sundry-Miscellaneous	0	1,800	1,800
3500-5442000	Materials & Maint Other	16,227	6,227	(10,000)
3500-5443000	Contract Cost-Maint	13,184	6,184	(7,000)
3500-5981210	Transfer to Vouchers	3,351	2,911	(440)
3500-5988000	Transfer to Housing	3,351	10,151	6,800
3500-5701000	Provision for Oper Reserv	0	40,103	40,103
Total				61,263

Reason: To adjust to year end projections.

Adopted this 8th day of June, 2023.

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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, 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	
201-4406000	Retained Earnings Approp	27,651	0	(27,651)
	Total			(27,651)

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
5000-5121000	Regular	121,509	81,509	(40,000)
5000-5285000	Special Events	26,138	36,987	10,849
5000-5491000	Dues & Subscriptions	1,450	2,950	1,500
	Total			(27,651)

Reason: To adjust to year end estimates.

Adopted this 8th day of June, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Parks & Recreation Projects-J E Jim Ramseur Park

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

SECTION 1. The projects authorized are the projects included for the J E Jim Ramseur Park.

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

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the completion of the projects:

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
420-4354000	Other Income	0	5,000	5,000
8300-5811013	J E Jim Ramseur Park	4,497,587	4,502,587	5,000

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 8th day June, 2023.

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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, 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	
600-4351000	Sale of Fixed Assets	0	29,000	29,000
600-4406000	Retained Earnings Appr	87,089	287,089	200,000
Total				229,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7100-5492000	Bad Debt Expense	0	19,000	19,000
7100-5359000	Maintenance – System (In)	236,873	136,873	(100,000)
7100-5194000	Contract Services	51,235	361,235	310,000
Total				229,000

Reason: To adjust to year end estimates.

Adopted this 8th day of June, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE

Upfit Cab Co Facility

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 Upfit Cab Co Facility.

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

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

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>

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

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8600-5811229	Traffic Mgmt Center	3,668,825	3,664,079	(4,746)
8600-5811279	Upfit Cab Co Facility	1,369,002	1,373,748	4,746
				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 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 8th day of June 2023.

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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, 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	
640-4406000	Retained Earnings Appr	978,825	196,508	(780,317)
640-4351000	Sale of Fixed Assets	0	29,000	29,000
640-4402150	Fees – Taps	200,000	250,000	50,000
Total				(701,317)

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7420-5121000	Regular	1,918,223	1,818,223	(100,000)
7420-5331000	Utilities	7,903,432	8,203,432	300,000
7420-5492000	Bad Debt Expense	0	65,000	65,000
7420-5990001	Approp to Ret Earnings	966,317	0	(966,317)
Total				(701,317)

Reason: To adjust to year end projections.

Adopted this 8th day of June, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE AMENDMENT
Wastewater Future Projects

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

SECTION 1. The projects authorized are the projects included for the Wastewater Future projects.

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

SECTION 3. The following revenues are anticipated to be available to the City of Concord for the completion of the projects:

Revenues

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
421-4402150	System Development Fees	4,617,883	5,459,027	841,144
				<u>841,144</u>

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

Expenses/Expenditures

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8402-5811082	Future Projects	1,784,127	2,625,271	841,144
	Total			<u>841,144</u>

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the project agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 6. Within five (5) days after adoption, copies of this capital projects ordinance shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out this project.

SECTION 7. The Finance Director is directed to report on the financial status of this project in accordance with the existing City policy, and shall also report to the City Manager any unusual occurrences.

Duly adopted by the City Council of the City of Concord, North Carolina this 8th day June, 2023.

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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, 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	
620-4353100	Insurance Reimbursements	-	5,000	5,000
620-4401100	Rates and Charges	26,723,415	27,223,415	500,000
620-4341660	Communication Fees	50,000	120,000	70,000
620-4402600	Cut-on/Admin fees	100,000	130,000	30,000
620-4406000	Retained Earnings Appr	4,687,164	5,687,164	1,000,000
620-4354000	Other Income	10,000	19,762	9,762
Total				1,614,762

<u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
7330-5121000	Regular	810,138	835,138	25,000
7330-5122000	Overtime	10,000	15,000	5,000
7330-5182000	Retirement-General	97,352	103,352	6,000
7330-5183000	Group Insurance	128,411	138,411	10,000
7330-5189000	Group Insurance-Retirees	-	18,500	18,500
7330-5248000	Supplies-Chemicals	1,078,999	1,243,999	165,000
7330-5294000	Miscellaneous Pay	22,462	-	(22,462)
7330-5331000	Utilities	775,240	925,240	150,000
7331-5277000	Purchase - Finish Water	2,930,162	4,730,162	1,800,000
7331-5359000	Maintenance - System (In)	1,382,188	882,188	(500,000)
7331-5558000	Bldgs & Imprv - Capital	1,892,250	492,250	(1,400,000)
7331-5987000	Transfer to Project	-	1,400,000	1,400,000
7340-5121000	Regular	2,247,316	2,047,316	(200,000)
7340-5194000	Contract Services	332,229	832,229	500,000
7340-5294000	Miscellaneous Pay	62,276	-	(62,276)
7340-5586000	Infrastructure	125,000	-	(125,000)
7340-5595000	System Imprv (In) - Capt	240,000	-	(240,000)
7340-5492000	Bad Debt Expense	-	85,000	85,000
Total				1,614,762

Reason: To adjust to year end projections.

Adopted this 8th day of June, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

6.3 Leave Without Pay (Exclusive of the Family and Medical Leave Act)

A. Unscheduled

When an employee calls out of work and does not have any accumulated vacation, sick or compensatory time, they will be keyed in payroll as an unauthorized leave without pay. This should be kept to a minimal and Department Attendance policies may address this circumstance in more detail.

B. Scheduled

An employee may request a leave of absence without pay under certain extenuating circumstances. After using accumulated leave, an employee may request additional leave without pay, not to exceed thirty (30) calendar days, by submitting a written request to the Department Director. The Department Director may grant this leave without pay, at their discretion, after determining if the absence of the employee will severely restrict the mission of the department. If granted, this time will be keyed in payroll as an authorized leave without pay.

Should the employee wish to request additional leave without pay after the first granted leave without pay period, a second written request for an additional thirty (30) days leave without pay may be submitted. That request should be forwarded by the Department Director to the Human Resources Director. The Human Resources Director, upon recommendation, may approve the second request by the Department Director involved.

When an employee is on approved leave without pay status, no holiday pay will be issued for holidays occurring during the leave period and the employee does not accumulate sick and vacation leave during the leave period. The City continues to pay the employer portion of the employee's insurance during the approved leave period.

C. Period of Emergency

During a period of emergency as described in the City's Continuity of Operations Plan, a fulltime or part-time benefits eligible employee may request a leave of absence without pay, not to exceed thirty (30) calendar days, by submitting a written request to the Department Director. During a period of emergency, the employee will not be required to exhaust accrued vacation or sick leave prior to requesting leave without pay.

The Department Director may grant this leave without pay, at their discretion and by approval of the Assistant City Manager or City Manager, after determining if the absence of the employee will severely restrict the mission of the department. In most cases at least 10 days' advanced notice is preferred. In cases where the reasons for the leave are not foreseeable, an employee must give as much advance notice as possible and notify the Human Resources Department promptly.

Holiday pay, sick and vacation accrual and the employee's insurance will be managed as stated above.

Sent for Write Offs 5/23/23

Date Invoiced	Invoice #	Acct#	Name	Invoiced Amt	Revenue	Sales Tax	GL Acct #	GL Acct #	WO #
10/25/2021	GEN0008318	2013022	Eddie McInhupe-Barnes Transportation	725.69	725.69		100 4327300		
10/25/2021	WTR0002083	2013014	Cynar	50.00	50		620 4403000		
10/25/2021	WTR0002084	2013015	Hydro Exterior Solutions	100.00	100		620 4403000		
11/22/2021	GEN0008343	2013031	Jeffery Isenhour	499.48	499.48		4342 5311000		
1/18/2022	WTR0002133	2013045	Quality Reginal LLC	50.00	50		620 4403000		
4/11/2022	ELMB002249	2013066	Copper Electric	233.26	218	15.26	610 4402950	610 2216001	
4/11/2022	ELEC001546	2013064	Mike Allen	1300.00	1300		610 4403000		
5/6/2022	ELMB002252	2005336	Stallings Electric	116.63	109	7.63	610 4402950	610 2216001	
7/20/2022	WTR0002214	2013014	Cynar	50.00	50		620 4403000		
9/20/2022	N/A	19610	Buy Buy Baby #3131	50.00	50.00		100 4341631		
				3175.06	3152.17	22.89			

CITY OF CONCORD HOUSING DEPARTMENT MARKET RATE PROGRAM COLLECTION LOSSES TRANSFER RESOLUTION

WHEREAS, the Housing Director has submitted a list of Resident's accounts who has moved out of their dwelling units leaving a balance due; and

WHEREAS, the Housing Director reports that attempts to collect the amounts have been unsuccessful as of this date; and

WHEREAS, the City Council has determined that the transfer of the delinquent accounts can be transferred to collection losses due to unsuccessful attempts to make collections;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Concord does hereby approve the transfer of delinquent accounts for the Market Rate Program to collections losses:

Tenant#	Net Balance
086-3	\$1,208.49

Adopted this 8th day of June, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

ATTEST: _____
VaLerie Kolczynski, City Attorney

CITY OF CONCORD HOUSING DEPARTMENT LOW-RENT PUBLIC HOUSING
PROGRAM COLLECTION LOSSES TRANSFER RESOLUTION

WHEREAS, the Housing Director has submitted a list of Resident's accounts who has moved out of their dwelling units leaving a balance due; and

WHEREAS, the Housing Director reports that attempts to collect the amounts have been unsuccessful as of this date; and

WHEREAS, the City Council has determined that the transfer of the delinquent accounts can be transferred to collection losses due to unsuccessful attempts to make collections;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Concord does hereby approve the transfer of delinquent accounts for the Low-Rent Public Housing Program to collections losses:

Tenant#	Net Balance
00055002-5	\$399.00
00022003-9	\$2,364.30
00022009-5	\$104.80
00022010-7	\$936.64
00022013-8	\$885.61
00022026-8	\$10.51
00022043-8	\$923.73
00022044-8	\$1,608.89
00022046-4	\$241.00
00033017-6	\$15.00
00033024-11	\$705.32
00033034-12	\$2,827.96
00033048-11	\$30.00
00033049-12	\$208.41
00033055-14	\$5,550.00
00033056-9	\$3,683.74
00011001-7	\$54.00
00011021-11	\$284.80
00011024-7	\$1,097.41
00011044-7	\$597.05

\$22,528.17

Adopted this 8th day of June, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

ATTEST: _____
VaLerie Kolczynski, City Attorney

Tax Report for Fiscal Year 2022-2023**FINAL REPORT****April****Property Tax Receipts- Munis**

2022 BUDGET YEAR	177,597.20
2021	4,416.46
2020	115.45
2019	126.79
2018	29.33
2017	
2016	
2015	
2014	115.20
2013	
Prior Years	
Interest	8,269.03
Refunds	
	<u>190,669.46</u>

Vehicle Tax Receipts- County

2022 BUDGET YEAR	498,190.01
2021	
2020	
2019	
2018	
2017	
2016	
Prior Years	
Penalty & Interest	7,345.42
Refunds	
	<u>505,535.43</u>

Fire District Tax - County

2021 BUDGET YEAR	3,793.22
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Less: Collection Fee from County

Net Ad Valorem Collections	<u>699,998.11</u>
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423:Vehicle Tag Fee-Transportation Impr Fund	35,496.45
100:Vehicle Tag Fee	144,137.10
630:Vehicle Tag Fee-Transportation Fund	35,496.45
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<u>215,130.00</u>

Privilege License	4,705.25
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<u>4,705.25</u>

Oakwood Cemetery current	4,850.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	6,666.69
Rutherford Cemetery endowment	2,033.31
West Concord Cemetery current	1,175.00
West Concord Cemetery endowment	600.00
Total Cemetery Collections	<u>15,325.00</u>

Total Collections	<u>\$ 935,158.36</u>
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Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	1,825.31
Discovery Penalty	
Total Amount Invoiced - Monthly	<u>1,825.31</u>
Total Amount Invoiced - YTD	68,247,060.69

Current Year	
Less Abatements (Releases)	
Real	465.02
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>465.02</u>

Adjusted Amount Invoiced - monthly	1,360.29
Adjusted Amount Invoiced - YTD	68,053,404.70

Current Levy Collected	177,597.20
Levy Collected from previous years	4,803.23
Penalties & Interest Collected	8,269.03
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>190,669.46</u>
Total Collected - YTD	67,644,993.28

Total Collected - net current levy -YTD	67,183,547.87
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Percentage of Collected -current levy	98.72%
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Amount Uncollected - current year levy	869,856.83
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Percentage of Uncollected - current levy	1.28%
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100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of April 2023

RELEASES		
CITY OF CONCORD	\$	465.02
CONCORD DOWNTOWN	\$	-

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

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2016	0	0	0	0.0048	0.00	0.00	
2017	0	0	0	0.0048	0.00	0.00	
2018	0	0	0	0.0048	0.00	0.00	
2019	0	5,675	5,675	0.0048	27.24	13.62	
2020	0	5,175	5,175	0.0048	24.84	9.94	
2021	0	103,212	103,212	0.0048	495.42	104.76	
2022	0	266,211	266,211	0.0048	1,277.81	167.44	
Total	0	380,273	380,273		\$ 1,825.31	\$ 295.76	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	0	0	0.0023	0.00	0.00	
2018	0	0	0	0.0023	0.00	0.00	
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	
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 4/30/2023

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP ARKANSAS ELEC COOP CORP 0 5/17/2023	04085NSH3	5,000,000.00	4,944,233.35	5/17/2023	4.834	1.19	2/22/2023	98.884667	17
CP BARCLAYS BKPLC 0 5/22/2023	06744GM25	5,000,000.00	4,935,468.06	5/22/2023	4.853	1.19	2/14/2023	98.709361	22
CP INOVA HEALTH SYS 0 6/16/2023	45778PTG4	5,000,000.00	4,936,426.39	6/16/2023	5.095	1.19	3/17/2023	98.728528	47
CP MUFG BANK LTD 0 6/27/2023	62479MTT0	5,000,000.00	4,916,804.17	6/27/2023	4.952	1.19	2/24/2023	98.336083	58
CP CHESHAM FNC 0 6/30/2023	16536JTW7	5,000,000.00	4,934,783.35	6/30/2023	5.228	1.19	3/31/2023	98.695667	61
CP MOUNTCLIFF FDG LLC 0 7/5/2023	62455BU52	5,000,000.00	4,928,933.35	7/5/2023	5.407	1.19	3/31/2023	98.578667	66
CP PEPSICO INC 0 7/10/2023	71344UUA5	5,000,000.00	4,926,425.00	7/10/2023	4.933	1.19	3/23/2023	98.5285	71
CP NATL SEC CLEARING CORP 0 7/20/2023	63763QUL9	5,000,000.00	4,926,388.89	7/20/2023	5.075	1.19	4/5/2023	98.527778	81
CP LLOYDS BANK CORP 0 8/23/2023	53948BVP1	5,000,000.00	4,914,613.89	8/23/2023	5.301	1.18	4/27/2023	98.292278	115
CP NATIXIS NY 0 9/25/2023	63873KWR4	5,000,000.00	4,882,604.17	9/25/2023	5.376	1.18	4/17/2023	97.652083	148
CP AGRICULTURAL BK CHINA NY 0 10/25/2023	00850VXR8	5,000,000.00	4,866,009.70	10/25/2023	5.477	1.17	4/27/2023	97.320194	178
Sub Total / Average Commercial Paper		55,000,000.00	54,112,690.32		5.138	13.05		98.388862	78
FFCB Bond									
FFCB 0.14 5/18/2023-21	3133EMZP0	5,000,000.00	4,997,000.00	5/18/2023	0.170	1.20	5/18/2021	99.94	18
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.21	8/10/2020	100	102
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.21	12/22/2020	100	145
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.21	11/30/2020	100	214
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.20	1/19/2021	99.957	264
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.20	3/4/2021	99.8	306
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.84	9/22/2021	99.94	341
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.21	8/19/2021	100	477
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.21	9/11/2020	100	499
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.01	11/12/2021	99.6	540
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.21	12/10/2021	100	589
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.21	4/21/2021	100	722
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.21	9/29/2020	100	883
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.21	12/22/2021	100	967
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.21	12/17/2020	100	1,143
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.21	9/28/2021	100	1,247
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.21	3/30/2020	100	1,430
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.21	3/10/2021	100	1,776
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.21	3/23/2021	100	1,789
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.20	2/16/2021	99.725	2,097
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.20	3/24/2021	99.2	2,146
Sub Total / Average FFCB Bond		102,659,000.00	102,571,262.00		0.755	24.73		99.914899	852
FHLB Bond									
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.21	9/29/2020	100	152
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.20	10/5/2020	99.85	158
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.21	11/27/2020	100	211
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.21	6/9/2021	100	285
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.13	3/4/2021	106.665827	289
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.21	4/29/2021	100	365
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.21	5/28/2021	100	390
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.21	5/24/2021	100	390
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.21	6/7/2021	100	404
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.21	7/15/2021	100	442

FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.21	7/29/2021	100	456	
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.21	8/28/2020	100	485	
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.21	1/27/2022	100	638	
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.21	1/29/2021	99.98	807	
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.21	1/20/2021	99.98	904	
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.21	12/30/2020	100	975	
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.21	1/29/2021	100	1,005	
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.20	2/17/2021	99.9	1,024	
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.21	3/10/2021	100	1,045	
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.21	4/29/2021	100	1,095	
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.20	8/28/2020	99.725	1,570	
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.21	11/1/2019	100	2,377	
Sub Total / Average FHLB Bond		105,520,000.00	105,526,412.30		0.666	25.44		100.008318	720	
FHLMC Bond										
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.21	12/14/2020	100	228	
FHLMC 5.05 6/14/2024-23	3134GY5E8	5,000,000.00	5,000,000.00	6/14/2024	5.050	1.21	12/14/2022	100	411	
FHLMC 3 6/28/2024-22	3134GXWZ3	5,000,000.00	5,000,000.00	6/28/2024	3.000	1.21	6/28/2022	100	425	
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.54	9/24/2021	100	456	
FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.31	3/4/2022	99.386016	654	
FHLMC 5.25 3/21/2025-23	3134GYA77	5,000,000.00	5,000,000.00	3/21/2025	5.250	1.21	12/21/2022	100	691	
FHLMC 5.25 6/30/2025-23	3134GY6T4	4,596,000.00	4,596,000.00	6/30/2025	5.250	1.11	12/30/2022	100	792	
FHLMC Step 6/30/2025-22	3134GXVT8	5,000,000.00	5,000,000.00	6/30/2025	3.676	1.21	6/30/2022	100	792	
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.29	8/4/2022	92.438	813	
FHLMC 0.375 9/23/2025	3137EAEX3	1,570,000.00	1,405,668.10	9/23/2025	4.166	0.34	10/6/2022	89.533	877	
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	877	
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	877	
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.21	7/14/2020	100	1,171	
Sub Total / Average FHLMC Bond		42,606,000.00	42,162,375.72		3.169	10.16		99.051407	653	
FNMA Bond										
FNMA 0.3 8/10/2023-22	3135G05R0	4,000,000.00	3,973,000.00	8/10/2023	0.731	0.96	1/12/2022	99.325	102	
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.21	8/17/2020	100	109	
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.21	10/27/2020	100	180	
FNMA 0.25 11/27/2023	3135G06H1	1,040,000.00	1,039,505.82	11/27/2023	0.266	0.25	12/3/2020	99.952483	211	
FNMA 0.25 11/27/2023	3135G06H1	1,235,000.00	1,236,082.16	11/27/2023	0.220	0.30	1/7/2021	100.087624	211	
FNMA 0.25 11/27/2023	3135G06H1	1,430,000.00	1,432,245.92	11/27/2023	0.194	0.35	2/4/2021	100.157057	211	
FNMA 0.25 11/27/2023	3135G06H1	5,000,000.00	4,787,582.75	11/27/2023	4.800	1.15	12/9/2022	95.751655	211	
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.21	12/29/2020	100	243	
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.38	6/3/2021	106.058	281	
FNMA 1.75 7/2/2024	3135G0V75	945,000.00	983,130.75	7/2/2024	0.390	0.24	7/7/2021	104.035	429	
FNMA 1.75 7/2/2024	3135G0V75	565,000.00	588,487.72	7/2/2024	0.313	0.14	8/5/2021	104.157119	429	
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.21	8/28/2020	100	485	
FNMA 1.625 10/15/2024	3135G0W66	1,740,000.00	1,797,259.31	10/15/2024	0.527	0.43	10/6/2021	103.290765	534	
FNMA 1.625 10/15/2024	3135G0W66	640,000.00	656,959.05	10/15/2024	0.714	0.16	11/4/2021	102.649852	534	
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.20	7/19/2021	99.797	596	
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.26	1/5/2022	101.665856	618	
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	723	
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	779	
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	779	
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.21	7/14/2020	100	806	
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.21	8/19/2020	100	842	
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.21	8/25/2020	100	848	
FNMA 0.375 8/25/2025	3135G05X7	920,000.00	839,132.00	8/25/2025	3.521	0.20	9/7/2022	91.21	848	
FNMA 0.5 11/7/2025	3135G06G3	1,295,000.00	1,169,555.72	11/7/2025	4.152	0.28	1/5/2023	90.313183	922	
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	922	
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	922	
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.21	10/29/2020	100	1,278	
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.21	11/4/2020	100	1,649	

Sub Total / Average FNMA Bond		76,730,000.00	76,116,717.54		1.063	18.35		99.286917	608
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	91,150.58	91,150.58	N/A	4.730	0.02	6/29/2012	100	1
NCCMT LGIP	NCCMT481	18,670,874.62	18,670,874.62	N/A	4.730	4.50	12/31/2005	100	1
NCCMT LGIP	NCCMT271	201,221.17	201,221.17	N/A	4.730	0.05	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		18,963,246.37	18,963,246.37		4.730	4.57		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	15,359,988.22	15,359,988.22	N/A	4.740	3.70	3/31/2019	100	1
Sub Total / Average Money Market		15,359,988.22	15,359,988.22		4.740	3.70		100	1
Total / Average		416,838,234.59	414,812,692.47		1.935	100		99.543633	582