



City Council Agenda

Thursday, September 14, 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

July 25, August 8, and August 10, 2023.

IV. Presentations

1. Presentation of a retirement plaque recognizing Captain Duane Shinn for 29 years of service with the City of Concord. Captain Duane Shinn has served the Concord Fire Department and the citizens of Concord for 29 years. Captain Shinn served on Ladder 3 and Rescue 3 for most of his career. For the last 6 years, he has served as the C Shift Safety Training Officer and the Department Lead SCBA (airpack) maintenance technician and coordinator. He also served 4 years as the Department EMS Coordinator and has participated in selecting and specifying fire trucks for nearly 20 years as a member of the Department Apparatus Committee. Duane is known and respected by many of his peers due to his calm under pressure as well as his knowledge, experience, and desire to share that with others. His experience and contributions will be missed.

2. Presentation of a retirement plaque recognizing Carson Carroll for over 16 years of service with the City of Concord Purchasing Department.

3. Presentation of a Proclamation recognizing September 15 - October 15, 2023 as National Hispanic Heritage Month.

4. Presentation of a Proclamation recognizing Saturday, September 30, 2023, as Concord International Festival Day.

5. Presentation of a Proclamation recognizing October 1-7, 2023 as Public Power Week.

6. Presentation of the Award for Outstanding Achievement in Popular Financial Reporting and Triple Crown Award from the Government Finance Officers Association of the United States and Canada. The Government Finance Officers Association of the United States and Canada (GFOA) has awarded the City with the Award for Outstanding Achievement in Popular Financial Reporting for the City's FY2022 Popular Annual Financial Report (PAFR). This is the third year that the City has received this award. Receiving this award is a reflection of the hard work of the budget staff and their dedication to providing transparent financial reporting. With this award, the City is a Triple Crown winner for the third year in a row, meaning the City received the Achievement Awards for our Annual Comprehensive Financial Report, Annual Operating Budget Document, and PAFR.

6. Recognition of the City of Concord Finance Department for receiving the Certificate of Achievement for Excellence in Financial Reporting for period ending June 30, 2022. The City of Concord has participated in the Government Finance Officer's Association of the United States and Canada (GFOA) award program for many years and again has been successful in meeting the requirements for the Certificate of Achievement for Excellence in Financial Reporting for the period ending June 30, 2022. The Certificate of Achievement is the highest form of recognition in the area of governmental accounting and financial reporting, and its attainment represents a significant

accomplishment by a government and its management. The City has received this award for 34 consecutive years.

V. Unfinished Business

VI. New Business

A. Informational 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 adopting an ordinance amending the Concord Development Ordinance (CDO) Article 12 “Sign Standards” subsection 12.4.5 “Projecting Signs” and subsection 12.4.7.B “Window Signs” to address flexibility for projection and window signage in Center City.

The text amendment aims to address the feedback staff has received from business owners within the Center City zoning district regarding signage. While some of these proposed changes are applicable in the CC district, some are also applicable in other zoning districts. At their August 15, 2023 meeting, the Planning and Zoning Commission recommended the amendment to Council unanimously. An executive summary, which explains all of the changes in detail, is attached.

Recommendation: Consider adopting an ordinance amending Concord Development Ordinance (CDO) Article 12 “Sign Standards” subsection 12.4.5 “Projecting Signs” and subsection 12.4.7.B “Window Signs” to address flexibility for projection and window signage in Center City.

E. Presentations of Petitions and Requests

1. Consider appointing an Alternate Commission Member for the Electricities Non-Power Agencies Board of Commissioners. (Work Session)

The former Deputy Electric Systems Director previously served in this capacity prior to his retirement. Therefore, staff is recommending the Deputy Services Director, Andrea Cline, be appointed to fill this position. If approved, staff is also requesting the Oath of Office be administered by Mayor Dusch at the Work Session.

Recommendation: Motion to appoint Deputy Electric Systems Director, Andrea Cline, as the Alternate Commission Member for the Electricities Non- Power Agencies Board of Commissioners and to have Mayor Dusch administer the Oath of Office.

2. Results of the virtual public hearing and request for Citizen input on New Federal Energy Standards

A virtual public hearing was held from July 9th to August 4th to receive comments regarding Demand-Response (DR) Standards and Electric Vehicle (EV) Charging Standards as part of new requirements contained in the Federal Infrastructure Investment and Jobs Act of 2021, which amended Title I of the Public Utility Regulatory Policies Act (PURPA) . The amendment to PURPA requires City of Concord Electric Systems to seek public input and hold a public hearing on DR and EV standards before November 15, 2023. The public hearing notice was advertised in The Independent Tribune July 9th, 12th, and 16th with a link provided on the City’s website. Staff did not receive any responses from the virtual public hearing.

As amended, PURPA Section 111(d)(20) directs state regulatory commissions and non-regulated electric utilities, like the City of Concord’s Electric Department, consider for adoption a very broad regulatory policy to promote demand response. The pertinent portion of the regulatory standard is excerpted verbatim below:

“(20) Demand Response Practices-

(A) In general.—Each electric utility shall promote the use of demand-response and demand flexibility practices by commercial, residential, and industrial consumers to reduce electricity consumption during periods of unusually high demand.

(B) Rate Recovery.

(ii) Nonregulated electric utilities.—A nonregulated electric utility may establish rate mechanisms for the timely recovery of the costs of promoting demand-response and demand flexibility practices in accordance with subparagraph (A).”

As amended, PURPA Section 111(d)(21) directs non- regulated electric utilities, like the City of Concord’s Electric Department, to consider for adoption a broad, four-part regulatory policy to promote electric vehicle charging programs in their retail service territories:

“(21) Electric Vehicle Charging Programs.—Each state shall consider measures to promote greater electrification of the transportation sector, including the establishment of rates that-

- Promote affordable and equitable vehicle charging options for residential, commercial, and public electric vehicle charging infrastructure;
- Improve the customer experience associated with electric vehicle charging, including by reducing charging times for light-, medium-, and heavy-duty vehicles;
- Accelerate third -party investment in electric vehicle charging for light-, medium-, and heavy-duty vehicles; and
- Appropriately recover the marginal costs of delivering electricity to electric vehicles and electric vehicle infrastructure.”

Staff recommends its final determinations on the implementation of the Demand-Response Practices standards and the Electric Vehicle Charging Program standards as follows:

- Demand-Response Practices: the City has already adopted programs that promote demand-response and demand flexibility practices by commercial, residential, and industrial customers to reduce electricity consumption during periods of unusually high demand. As the technology is available through advanced metering infrastructure (AMI), the City will consider additional programs that will promote demand-response and demand flexibility practices.
- Electric Vehicle Charging Programs: the City owns and operates five publicly available electric vehicle charging station locations. The City will continue to consider measures to promote greater electrification of the transportation sector as circumstances change and opportunities arise. As the technology is available through advanced metering infrastructure (AMI), the City will consider additional programs that will promote electric vehicle charging programs.

Recommendation: Motion to adopt a Resolution adopting the Regulatory Standards added to the PURPA by the Infrastructure Investment Act and Jobs Act of 2021.

3. Consider approving clarification of terms for HOME agreement between STC Coleman Mill, LLC and Concord related to the rehabilitation of Coleman Mill.

In April of this year, Council approved to increase the HOME allocation for the rehabilitation of Coleman Mill to \$770,000. After discussions with the developer, clarification is needed to complete the HOME agreement. First, the agreement will be between the City and STC Coleman, LLC, not Strategic TC

Properties as approved by Council in April. This change is at the request of the attorney as STC Coleman, LLC will be the owner of the property.

Second, part of the requirements for the National Parks Service required the number of units to be reduced from 152 to 150. North Carolina Housing Finance Agency just approved this change for the Tax Credit portion at the end of August. This change will not impact the seven (7) floating HOME designated units within the complex.

Lastly, the term of the HOME repayment will need to extend to 20 years as the Tax Credit terms require that no repayment be made within three (3) years post -construction. There will be the same 2% simple interest, but repayment will not begin until year three (3) after the project is complete. The balloon repayment will be made at the end of year 20. This will result in the need to also extend the affordability period to match the same 20 years as the repayment.

These changes will have no impact on Concord's HOME funds earmarked for this project. The current time frame is to close the purchase of the property and the bond is in September. Construction would begin within a few weeks of closing. HOME funds would be requested in late 2023 and 2024.

Recommendation: Motion to approve clarification of terms for HOME agreement between STC Coleman Mills, LLC and Concord related to the rehabilitation of Coleman Mills.

4. Consider approving construction of an aircraft viewing area for an Eagle Scout project at Fire Station 9.

This request is from John Morrison with Troop 3 from First Presbyterian Church who is working on his Boy Scout Eagle Project. Mr. Morrison would like to construct approximately a 10' x 18' area with picnic tables on the property of Fire Station 9. This area could be a location for aviation enthusiast who would like to view planes at the airport. This also could be an area that users of the community room could sit outside and enjoy the outdoors. Fire department staff have spoken with the Aviation and Building and Grounds departments and have no concerns with the project.

Recommendation: Motion to approve the proposed Eagle Scout project at Fire Station 9 as proposed by John Morrison.

5. Consider allocating \$1,600,000 from the Affordable Housing Revolving Fund to WeBuild Concord to expand the Naturally Occurring Affordable Housing (NOAH) and community revitalization efforts and approve the attached budget amendment.

As cited in WeBuild's recent newsletter, efforts have begun to purchase, rehab, or repurpose properties to provide affordable housing rapidly to people in danger of homelessness (Newsletter Link: <https://conta.cc/3L21SWa>) All of the participants in NOAH's efforts have household incomes below 50% of the AMI. With infrastructure and sewer at a premium, revitalization of the neighborhoods can be completed without slowing down on housing production.

These efforts are in addition to the nine (9) new single-family builds on properties purchased from the City. Multi-family projects like the Lincoln Street Townhome Project (construction will begin after Labor Day) and the Kerr Street Church Project (proposals will be accepted at the end of September) are scheduled.

Attached is a description of how the funds will be utilized. If approved, 100% of this allocation will be utilized for construction and rehab-related expenses. Also attached is the necessary budget amendment to appropriate these funds to WeBuild from the future projects account.

Recommendation: Motion to allocate \$1,600,000 from the Affordable Housing Revolving Fund to WeBuild Concord to expand the Naturally Occurring Affordable Housing (NOAH) and community revitalization efforts and approve the attached budget amendment.

6. Consider approving the Concord Co-Sponsorship application for the Atrium Health and the Flywheel Foundations' Converge South event to be held October 5-6, 2023.

The applicant is seeking in-kind services consisting of the following: Overnight Police patrol of their tent area on October 4, 2023 from 5pm-7am; Onsite Police Officer for the entire event site on October 5, 2023 from 7am-7pm; Overnight Police patrol of their tent area on October 5, 2023 from 7pm-7am; Onsite Police Officer for the entire event site on October 6, 2023 from 7am-5pm; and Cardboard waste boxes and removal by Solid Waste.

Recommendation: Motion to approve the Concord Co-Sponsorship application for the Atrium Health and the Flywheel Foundations' Converge South.

7. Consider approving amending, extending and restating a nonexclusive franchise for operation of the CMS Landfill to BFI Waste Systems of North America, Inc.

After several discussions with Republic Services over the last two (2) years concerning the life cycle of landfill, representatives from BFI have asked that several minor changes be made to the ordinance as the landfill space and timeline projected is diminishing. They are seeking to amend the terms of the life cycle of the landfill and extend the duration of the Franchise.

Recommendation: Motion to approve amending, restating and extending a nonexclusive franchise for operation of the CMS Landfill to BFI Waste Systems of North America, Inc

8. Consider authorizing the City Manager to negotiate and execute a contract with Vortex Aquatic Structures International USA for equipment purchase, stamped drawings and associated equipment for the splash pad at Caldwell Park in the amount of \$272,550.15.

City Council adopted the Master Plan for the renovation and redevelopment of the 24-acre Caldwell Park in June of 2020 and approved the design contract with Alfred Benesch & Company in March 2022. Construction drawings for the overall park project are being finalized, and staff requests authorization for the purchase of the splash pad equipment and the associated precise design plans prior to the bidding the park construction services.

The splash pad has been specifically designed for Caldwell Park, featuring accessible and interactive features including an award-winning Twin Splash iconic bucket feature. There are play area zones designed for teen and toddler age groups, with a family zone for all ages. The toddler zone includes an innovative water journey feature and a cascade table designed for sensory and motor skill development critical for that age group. The splash pad is 4,244 square feet, which can accommodate 170 children and adults comfortably at one time with extensive play value.

Vortex Aquatic Structures International USA is a national designer and vendor for aquatic recreational equipment; upon Council's authorization, the company will provide the splash pad features and plans for permitting. Vortex is part of the NPPGov national procurement cooperative and is thus eligible to be selected for sole -source procurement, providing a discounted price from list cost. Once approved, the design plans will be incorporated into the construction documents currently being prepared by the Alfred Benesch Company for the overall park design. Installation of the splash pad will be provided by the park's general contractor.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Vortex Aquatic Structures International USA in the amount of \$272,550.15 for equipment purchase, stamped drawings and associated equipment for the splash pad at Caldwell Park.

9. Consider authorizing the City Manager to negotiate and execute a contract addendum #3 with Talbert Bright & Ellington, Inc (TBE) to provide professional engineering services for modification of the existing pump discharge piping to add new isolation valves, check valves, flow switches and to design an eyewash/hand-wash station.

At the request of the Engineering Team, it was highly recommended to add some additional isolation valves and check valves to our existing fuel farm while designing the additional fuel tank. Since the Jet A tanks are all interconnected these improvement will provide additional safety measures. The funding for the addendum #3 will be from NCDOT-Aviation Improvement Program Grant.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract addendum with TBE in the amount of \$15,997 for the additional modifications to the fuel farm.

10. Consider authorizing the City Manager to negotiate and execute a contract addendum with Talbert Bright & Ellington, Inc. (TBE) to provide special services for the preparation of documented categorical exclusion (CATX) for the North Apron Access Road and Sediment Trap Sand Filter.

TBE was approved last year to provide professional services for the design and bidding of the North Apron Access Road. In June of this year, FAA issued guidance to all Airport District Offices, pertaining to FAA Section 163. Section 163 cover Land Use and Zoning along with change in use/Non- Aeronautical Land Use Requirements. The Federal Aviation Administration, Memphis ADO has determined a CATX is required for both the North Apron Access Road and Sediment Trap Sand Filter, based on Section 163. The funds for the addendum will be taken from NC-DOT Aviation Airport Improvement Program grants.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract addendum with TBE in the amount of \$9,998 for special services to conduct a CATX for the North Apron Access Road and Sediment Trap Sand Filter.

11. Consider authorizing the City Manager to negotiate and execute a Non-Federal Reimbursable agreement with Department of Transportation, Federal Aviation Administration (FAA) for the widen of Runway 2/20 to accommodate the modification of the Medium Intensity Approach Light System with Runway Alignment Indicator Lights (MALSR)

FAA has determined that Runway 2/20 needs to expand from 100' width to 150' width. As result of this determination, the MALSR has to be expanded from 13 lights to 18 lights to meet design standard for the wider runway. The airport will need to include in the project new foundations, light cans, in- pavement lights for expanded threshold bar. The airport will be responsible for the installation of a new duct system and cabling for the in-pavement lights. FAA Tech Ops will be responsible for the design and oversight for this modification. Design work on these improvements will not start until sometime in FY24. The estimated cost for design and oversight is \$141,737.37. FAA Memphis ADO has indicated that these cost are eligible as part of the construction project and can reimbursed as part of the construction cost. Construction for the widening of the runway is tentatively scheduled for Spring of 2025.

Recommendation: Motion to authorize the City Manager to negotiate and execute the Non-Federal Reimbursable agreement with DOT-Federal Aviation Administration for the modifications to the MALSR for the runway widening project.

12. Consider authorizing the City Manager to negotiate and execute a contract with Talbert, Bright & Ellington, Inc. (TBE) to provide construction administration services for the paving of the North and South Gravel Parking Lot Paving.

Aviation Department staff has been working with Federal Aviation Administration-Airport District Office and NCDOT-Aviation the last several years on necessary improvements to the North and South Gravel parking lots. In June 2023, Council authorized the City Manager to negotiate and execute a contract with JD Goodrum for the construction of those improvements. The proposed work authorization includes the following services: construction administration, quality assurance testing, as-built surveying, and Resident Project Representative. The Aviation Department has received a NCDOT-Aviation Airport Improvement Program grant to offset 100% of the cost.

Recommendation : Motion to authorize the City Manager to negotiate and execute a contract with TBE in the amount of \$202,370 for construction administration oversight for improvements to the North and South Gravel Parking Lots .

13. Consider authorizing the City Manager to negotiate and execute a contract with Talbert Bright & Ellington, Inc for construction administration for the Hangar Taxilane Rehabilitation project.

The Aviation Department is requesting authorization to proceed with Construction Administration services for the Hangar Taxilane Rehabilitation with Talbert Bright & Ellington, Inc. (TBE). City Council approved the construction contractor in April 2023; Blythe Construction. The services include: construction administration, quality assurance testing, as built surveying and Resident Project Representative. The project is funded by Federal Aviation Administration and NC DOT-Aviation Airport Improvement Program Grants. The project will completely rehab all the taxilanes at Concord-Padgett Regional Airport. It is anticipated the project will take approximately 97 calendar days.

Recommendation: Motion to authorize the City Manager to execute Work Authorization (Construction Administration) for the Hangar Taxilane Rehabilitation with TBE and to adopt a budget amendment.

14. Consider awarding the total bid for the City of Concord's Spring St S Ph 1 Concrete Road Replacement to Performance Managed Construction, Inc.

This contract consists of the selected Contractor performing all necessary work to remove concrete roadway and repair curb and construct the proposed asphalt roadway from Wilshire to Fryling and performing other associated work as noted in the Spring Street Rehabilitation construction plans.

Three formal bids were received on August 30, 2023 with Performance Managed Construction, Inc. submitting the lowest total bid in the amount of \$2,252,240. Contract final completion date is 270 days from the Notice to Proceed.

Recommendation: Motion to award the total bid and authorize the City manager to negotiate and execute a contract with Performance Managed Construction, Inc. in the amount of \$2,252,240 for the Spring St S Ph 1 Concrete Road Replacement project.

15. Consider Preliminary Applications from Kapricia Reid.

In accordance with City Code Chapter 62, Kapricia Reid has submitted preliminary applications for water service at three separate parcels outside the City limits. The properties are located at 640 Piney Church Road, 4511 Zion Church Road, and 4735 Rufus Court. The property at 4511 Zion Church Road is currently developed with a single family home and the applicant proposes to development the other two properties with single family homes. All parcels are zoned LDR and City sanitary sewer is not available to the parcels.

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

VII. Consent Agenda

A. Consider authorizing the City Manager to execute the 2022 NCEM State & Local Cybersecurity Grant Program (SLCGP) agreement in the amount of \$96,171.

The City of Concord was awarded the 2022 NCEM State & Local Cybersecurity Grant Program (SLCGP) on August 6, 2023 in the amount of \$96,171. Acceptance of the 2022 NCEM State & Local Cybersecurity Grant Program (SLCGP) agreement will help fund the purchase of cybersecurity switches which will aid in managing several end-of-life vulnerability risks as well as providing network segmentation to reduce

the potential spread of ransomware. The period of performance for the 2022 NCEM State & Local Cybersecurity Grant Program (SLCGP) is December 1, 2022 to February 28, 2026.

Recommendation: Motion to authorize the City Manager to execute the 2022 NCEM State & Local Cybersecurity Grant Program (SLCGP) along with the attached budget ordinance to appropriate the funds.

B. Consider re-adopting a voluntary annexation petition for +/- 42.335 acres at 1085 Copperfield Blvd, part of PIN 5622-65-8770, owned by Copperfield, Inc.

Council approved the voluntary annexation petition at the August meeting, but the ordinance contained an incorrect date for the adoption, which was based on a previous hearing date as the petition had been continued for multiple months at the request of the applicant. The applicant has been advised of the re-adoption. This was a voluntary annexation petition of +/- 42.335 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.

Recommendation: Motion to adopt a revised ordinance to correct the adoption date to September 14, 2023.

C. Consider authorizing the City Manager to negotiate and execute a contract with the Houston Galveston Area Cooperative Purchasing Program for the purchase of an Engine, Ladder and Haz-Mat unit.

By using the government to government purchasing cooperative for the purchase of fire apparatus, the city can purchase apparatus for a total cost of \$3,795,319 while providing a chassis with the latest safety features available. The purchase price, build time and discount for each unit is as follows, Engine (\$929,187 / 3.6 years build time- discount \$156,000) Haz-Mat (\$1,023,910 / 3.2 years build time - discount \$140,000) Ladder TDA (\$1,842,222 / 3.9 years- discount \$330,000). By using the pre-paid method and being a fleet customer, the city will receive a total discount of \$626,000 for the apparatus. The requested amount is in the approved funds in the vehicle capital account approved in the FY 23-24 budget and is within the budgeted amount.

Recommendation: Motion to authorize the City Manager to negotiate and sign a contract for the purchase of the fire department apparatus using the Houston Galveston Area purchasing cooperative.

D. Consider approving a grant submission to the Economic Development Agency, the Southeast Crescent Regional Commission, Golden Leaf, and USDA as grant cycles open for the redevelopment of the McGill Reuse Project.

As efforts begin to redevelop 228, 236, 234, and 240 McGill Avenue NW, staff is exploring grant opportunities through several options. As the grant application submission cycles may not coincide with Council meeting dates, staff is requesting Council to approve submission to the following grants when the applications are opened:

- Economic Development Agency – grant type and amount to be determined with EDA staff assistance after preliminary information submitted. Not to exceed \$1,000,000.
- Southeast Crescent Regional Commission (SEID) – amount not to exceed \$150,000
- Golden Leaf Foundation – amount to be determined as this will be used mostly as match for EDA grant.
- USDA – grant and amount is underway with USDA staff, but amount would not exceed \$1,000,000.

If approved, staff would use the EDA, SEID, and USDA grants to complete the structures and fixtures within the site. The Golden Leaf grant would be used mostly as match, but any excess funds would be used to fill gaps within the business incubator side.

Recommendation: Motion to approve grant submission to the Economic Development Agency, the Southeast Crescent Regional Commission, Golden Leaf, and USDA as grant cycles open for the redevelopment of the McGill Reuse Project.

E. 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: Christenbury Townhomes Phase 1 and Cannon Run Phase 2-A. 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: Christenbury Townhomes Phase 1 and Cannon Run Phase 2-A.

F. Consider accepting an offer of infrastructure at Dalton Woods Subdivision, Springs Business Park Phase 1, Oaklawn Subdivision Phase 2, Eli Lily fire line and Goodson Place water line extension.

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. 175 LF of 12-inch water line, 2,010 LF of 8-inch water line, 65 LF of 6-inch water line, 132 LF of 2-inch water line, 13 valves, 3 Fire Hydrants, 1,542 LF of 8-inch sanitary sewer and 7 manholes.

G. Consider approving a \$1,500 donation from the Mayor's Golf Tournament fund to Carolina Christmas Angels and adopt a budget ordinance appropriating the donation.

If approved, the funds will be used to assist with supplying gifts, food and clothing to families and children in need in Concord and Cabarrus County.

Recommendation: Motion to approve a \$1,500 donation from the Mayor's Golf Tournament fund to Carolina Christmas Angels and adopt a budget ordinance appropriating the donation.

H. Consider approving a \$2,400 donation from the Mayor's Golf Tournament fund to the Step Up To Leadership organization and adopt a budget ordinance appropriating the donation.

If approved, the funds will be used to assist with the afterschool program the organization offers.

Recommendation: Motion to approve a \$2,400 donation from the Mayor's Golf Tournament fund to the Step Up To Leadership organization and to adopt a budget ordinance appropriating the donation.

I. Consider adopting two Opioid Settlement Fund budget amendments.

The opioid settlement fund was originally established using a multi-year budget ordinance. Since that time, additional guidance has been released indicating that these funds were not authorized to be budgeted as a multi-year fund and should instead be budgeted as an annual budgeted special revenue fund. The attached budget ordinances correct the adopted budget for this fund to be in compliance with this new guidance and also corrects the amount to the actual amount of opioid settlement funds received prior to allocating future settlement payments to Cabarrus County.

Recommendation: Motion to adopt two Opioid Settlement Fund budget amendments.

J. Consider adopting a Parks and Recreation Capital Reserve Project ordinance to close completed transfers.

Staff is requesting approval to close completed transfers for prior years.

Recommendation: Motion to adopt a Parks and Recreation Capital Reserve Project ordinance to close completed transfers.

K. Consider adopting a Utility Capital Reserve Project ordinance to close completed transfers.

Staff is requesting approval to close completed transfers for prior years.

Recommendation: Motion to adopt a Utility Capital Reserve Project ordinance to close completed transfers.

L. Consider adopting a General Capital Reserve Project ordinance to close completed transfers.

Staff is requesting approval to close completed transfers for prior years.

Recommendation: Motion to adopt a General Capital Reserve Project ordinance to close completed transfers.

M. Consider approving a change to the classification/compensation system to include the following classification: Evidence Custodian.

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

Recommendation: Motion to approve the addition of the Evidence Custodian (Grade 209) with a salary range of \$48,641.50 (minimum) - \$64,449.98 (midpoint) - \$80,258.48 (maximum).

N. Consider approving a change to the classification/compensation system to include the following classification: Evidence Custodian Supervisor.

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

Recommendation: Motion to approve the addition of the Evidence Custodian Supervisor (Grade 212) with a salary range of \$62,992.14 (minimum) - \$83,464.60 (midpoint) - \$103,937.04 (maximum).

O. Consider acceptance of the Tax Office reports for the month of July 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 July 2023.

P. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of July 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 July 2023.

Q. Receive monthly report on status of investments as of July 31, 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.



Government Finance Officers Association

Award for
Outstanding
Achievement in
Popular Annual
Financial Reporting

Presented to

**City of Concord
North Carolina**

For its Annual Financial Report
For the Fiscal Year Ended

June 30, 2022

Christopher P. Morrill

Executive Director/CEO



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, Illinois 60601-1210

312.977.9700 fax: 312.977.4806

8/22/2023

Amanda Newton
Senior Budget Analyst
City of Concord

Dear Amanda:

A panel of independent reviewers has completed its examination of your Popular Annual Financial Report (PAFR) submitted to Government Finance Officers Association (GFOA). We are pleased to notify you that your PAFR for the fiscal year ended June 30, 2022, has substantially met the requirements of the PAFR Program. In the absence of authoritative standards governing the presentation, these requirements are based on an evaluation of information presented, reader appeal, understandability, distribution, and other elements (such as whether the PAFR is a notable achievement for the government given the government's type and size, and the PAFR's creativity and usefulness). The report received a grade of either partially satisfies, good or excellent in each category weighted at 20% or higher from at least two of the three judges.

Each entity submitting a report to the PAFR Program is provided with confidential comments and suggestions for possible improvements in the subsequent year's presentation. Your comments and suggestions, as well as a "Scoring Summary" form, are included in your electronic award packet. We urge you to carefully consider the suggestions offered by our reviewers as you prepare your next PAFR.

You will also find a PAFR Award enclosed with these results. A current holder of a PAFR Award may include a reproduction of the Award in its immediately subsequent PAFR. A camera-ready copy of your Award is enclosed for that purpose. If you reproduce your Award in your next report, please refer to the enclosed instructions. We hope that appropriate publicity will be given to this notable achievement. A sample news release has been enclosed. First-time recipients will receive a plaque in approximately 10 weeks.

The PAFR Award is valid for one year. To continue your participation in the program, it will be necessary for you to submit your next PAFR to GFOA within six months of the end of your entity's fiscal year.

We appreciate your participation in this program, and we sincerely hope that your example will encourage others in their efforts to achieve and maintain a well-presented PAFR. If we can be of further assistance, please do not hesitate to contact the PAFR Program staff in the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services Center



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

7/27/2023

Kristin Roe
Deputy Finance Director
City of Concord, North Carolina

Dear Kristin:

Congratulations!

We are pleased to notify you that your annual comprehensive financial report for the fiscal year ended June 30, 2022 has met the requirements to be awarded GFOA's Certificate of Achievement for Excellence in Financial Reporting. The GFOA established the Certificate of Achievement for Excellence in Financial Reporting Program (Certificate Program) in 1945 to encourage and assist state and local governments to go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure and then to recognize individual governments that succeed in achieving that goal. The Certificate of Achievement is the highest form of recognition in governmental accounting and financial reporting. Congratulations, again, for having satisfied the high standards of the program.

Your electronic award packet contains the following:

- **A "Summary of Grading" form and a confidential list of comments and suggestions for possible improvements.** We strongly encourage you to implement the recommended improvements in your next report. Certificate of Achievement Program policy requires that written responses to these comments and suggestions for improvement be included with your 2023 fiscal year end submission. If a comment is unclear or there appears to be a discrepancy, please contact the Technical Services Center at (312) 977-9700 and ask to speak with a Certificate of Achievement Program in-house reviewer.
- **Certificate of Achievement.** A Certificate of Achievement is valid for a period of one year. A current holder of a Certificate of Achievement may reproduce the Certificate in its immediately subsequent annual comprehensive financial report. Please refer to the instructions for reproducing your Certificate in your next report.
- **Award of Financial Reporting Achievement.** When GFOA awards a government the Certificate of Achievement for Excellence in Financial Reporting, we also present an Award of Financial Reporting Achievement (AFRA) to the department identified in the application as primarily responsible for achievement of the Certificate.
- **Sample press release.** Attaining this award is a significant accomplishment. Attached is a sample news release that you may use to give appropriate publicity to this notable achievement.

In addition, award recipients will receive via mail either a plaque (if first-time recipients or if the government has received the Certificate ten times since it received its last plaque) or a brass medallion to affix to the plaque (if the government currently has a plaque with space to affix the medallion). Plaques and medallions will be mailed separately.

As an award-winning government, we would like to invite one or more appropriate members of the team that put together your annual comprehensive financial report to apply to join the Special Review Committee. As members of the Special Review Committee, peer reviewers get exposure to a variety of reports from around the country; gain insight into how to improve their own reports; achieve professional recognition; and provide valuable input that helps other local governments improve their reports. Please see our website for [eligibility requirements](#) and [information on completing an application](#).

Thank you for participating in and supporting the Certificate of Achievement Program. If we may be of any further assistance, please contact the Technical Services Center at (312) 977-9700.

Sincerely,

A handwritten signature in black ink that reads "Michele Mark Levine". The signature is written in a cursive, flowing style.

Michele Mark Levine
Director, Technical Services



Government Finance Officers Association

Certificate of
Achievement
for Excellence
in Financial
Reporting

Presented to

**City of Concord
North Carolina**

For its Annual Comprehensive
Financial Report
For the Fiscal Year Ended

June 30, 2022

Christopher P. Morill

Executive Director/CEO

DATE: August 31, 2023

CASE: TA-06-23 Text Amendment (Sign Ordinance Revisions)

PREPARED BY: Monterai Adams, Development Review Manager

BACKGROUND:

Article 12 of the Concord Development Ordinance contains regulations for exterior signage. City Planning is proposing to amend two subsections of Article 12, 12.4.5 Projecting Signs and 12.4.7.B Window Signs. The text amendment aims to address feedback that Staff has received from business owners within the Center City (CC) zoning district regarding signage. While some of these proposed changes are applicable in the CC district, some are also applicable in other zoning districts.

Sign contractors and business owners have expressed the desire for the City to increase the flexibility and clarity of the regulations for window signs. The proposed text amendment aims to address this feedback by:

1. Increasing the maximum window sign area from 10% to 20% in Center City.
2. Clarifying that window signs stating the address and hours of operation for a business are not included in the calculation of window sign area.
3. Clarifying that window signs applied to the glazing of recessed storefront entrances are included in the calculation of window sign area.

Additionally, staff has received feedback that the maximum sign area for projecting signs in Center City is too restrictive. Projecting signs in the Center City district are currently limited to 6 SF while other zoning districts may have up to 16 SF of projecting signage. Staff is proposing to increase the maximum size of projecting signs in Center City to 12 SF and finds that an appropriate size for the Center City district.

Staff is also proposing to allow projecting signs in all districts to be placed anywhere on a wall where a wall sign is displayed. This adds flexibility as the current regulations limit the placement to being centered under or above the wall sign.

In the proposed ordinance language, new language proposed is red, bold and underlined and language proposed to be deleted is strikedthrough.

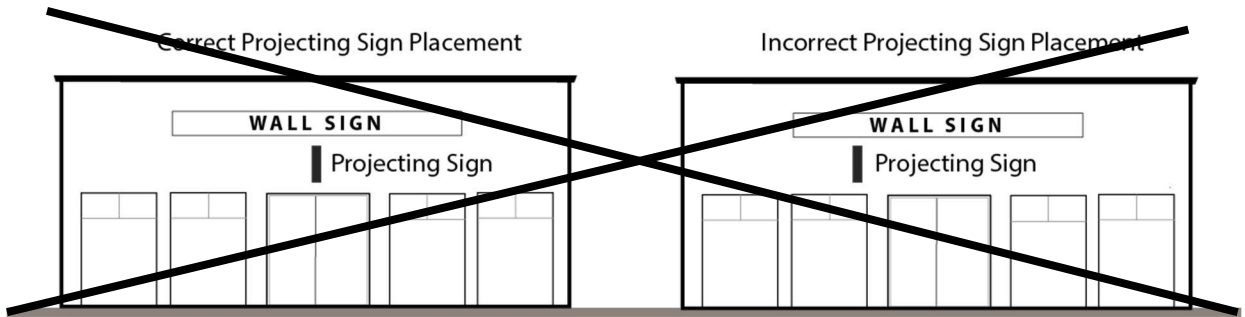
ARTICLE 12 SIGN STANDARDS

12.1.1. PROJECTING SIGNS

B. Permitted Sign Location

Projecting signs may be displayed on any building wall where a wall sign is permitted to be displayed. ~~When projecting signs are displayed on the same building wall as a wall sign, the projecting sign shall be mounted in a location that is either directly above or below the wall sign (the primary sign where multiple wall signs are displayed) and centered on the midpoint of such sign. Alternatively,~~ **Additionally,** a projecting sign may be displayed at the intersection (corner) of two building walls.

~~Figure 12-8: Permitted Location of Projecting Signs When Displayed with Wall Signs~~



D. Permitted Sign Area

Projecting signs may have an area of up to 16 square feet within the C-2, C-1, OI, B-1 and up to ~~6~~ **12** square feet within the CC districts.

12.4.7. INCIDENTAL SIGNS.

B. Window Signs

The following standards shall apply to Window Signs

1. Window signs may be displayed by any use which is permitted to display a wall sign.
2. Window signs shall only be permitted to be displayed on windows and doors on the first floor of each building frontage.
- 3. Address and hours of operation on windows shall not count in the calculation of window sign area.**
- 4. If the storefront entrance is recessed, any signs applied to the glazing of the recessed doors and recessed windows shall count toward the calculation of window sign area.**
- ~~3.~~ **5.** In the Center City zoning district, window signs **require a sign permit and** are permitted to cover up to ~~10%~~ **20%** of the glazed area of the first floor building frontage on which they are located.
- ~~4.~~ **6.** In all other districts window signs may occupy an area that is equal to the permitted area of wall signage allowed on each building frontage. Where both window and wall signage are displayed on the same building frontage, the combined area of all window and wall signs displayed on that frontage shall not exceed the 8% square footage limit as set forth in the Wall Sign standards in this Article.
- ~~5.~~ ~~Up to 16 square feet of signage may be displayed on the glazed portion of doors and on windows within four (4) feet of the edge of each customer entrance without counting toward the limits set forth in (3) and (4) above. This exemption shall not apply to any sign exceeding four (4) square feet in area.~~

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

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

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

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

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

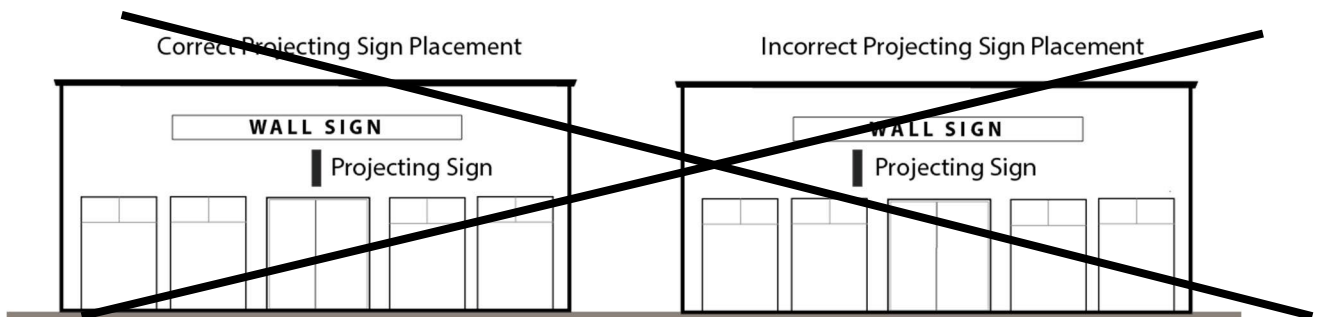
SECTION 1: That the following section of Concord Development Ordinance (CDO) Article 12 “Sign Standards,” subsection 12.4.5 “Projecting Signs,” be amended in relevant part as set forth below:

12.4.5 PROJECTING SIGNS

B. Permitted Sign Location

Projecting signs may be displayed on any building wall where a wall sign is permitted to be displayed. ~~When projecting signs are displayed on the same building wall as a wall sign, the projecting sign shall be mounted in a location that is either directly above or below the wall sign (the primary sign where multiple wall signs are displayed) and centered on the midpoint of such sign. Alternatively, Additionally,~~ a projecting sign may be displayed at the intersection (corner) of two building walls.

Figure 12-8: Permitted Location of Projecting Signs When Displayed with Wall Signs



D. Permitted Sign Area

Projecting signs may have an area of up to 16 square feet within the C-2, C-1, OI, B-1 and up to ~~€~~ 12 square feet within the CC districts.

SECTION 2: That the following section of Concord Development Ordinance (CDO) Article 12 “Sign Standards,” subsection 12.4.7.B “Window Signs”, be amended in relevant part as set forth below:

12.4.7. INCIDENTAL SIGNS

B. Window Signs

The following standards shall apply to Window Signs:

1. Window signs may be displayed by any use which is permitted to display a wall sign.

2. Window signs shall only be permitted to be displayed on windows and doors on the first floor of each building frontage.

3. Address and hours of operation on windows shall not count in the calculation of window sign area.

4. If the storefront entrance is recessed, any signs applied to the glazing of the recessed doors and recessed windows shall count toward the calculation of window sign area.

~~3.~~ 5. In the Center City zoning district, window signs require a sign permit and are permitted to cover up to ~~40%~~ 20% of the glazed area of the first-floor building frontage on which they are located.

~~4.~~ 6. In all other districts window signs may occupy an area that is equal to the permitted area of wall signage allowed on each building frontage. Where both window and wall signage are displayed on the same building frontage, the combined area of all window and wall signs displayed on that frontage shall not exceed the 8% square footage limit as set forth in the Wall Sign standards in this Article.

~~5. Up to 16 square feet of signage may be displayed on the glazed portion of doors and on windows within four (4) feet of the edge of each customer entrance without counting toward the limits set forth in (3) and (4) above. This exemption shall not apply to any sign exceeding four (4) square feet in area.~~

SECTION 3: That this Ordinance be effective immediately upon adoption.

Adopted in this September 14, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

RESOLUTION FOR THE SHALL CONSIDER REGULATORY STANDARDS ADDED TO THE PURPA BY THE
INFRASTRUCTURE INVESTMENT ACT AND JOBS ACT OF 2021

WHEREAS, on November 15, 2021, the infrastructure Investment and Jobs Act of 2021 (“IIJA”) was enacted into law, amending the Public Utility Regulatory Policies Act 1978, as previously amended (“PURPA”), requiring both state-regulated electric utilities and certain non-regulated electric utilities (as defined under PURPA) to either consider or to establish a date to hold a hearing after public notice, within one year from the date of enactment (i.e., by November 15, 2022 thereof), following which the affected electric utilities are to consider the proposed standards hereto;

WHEREAS, on July 9, 2023, the City of Concord, a non-regulated utility, as that term is defined by PURPA, 16 U.S.S. 2602, initiated proceeding to make a determination whether or not it is appropriate for the City to implement either of the two new PURPA standards;

WHEREAS, the amendments to PURPA require the City to consider and make a final determination as to whether it is appropriate to implement the standards related to the Demand-Response Practices and Electric Vehicle Charging Programs to fulfill the purposes of PURPA, which are to encourage the conservation of energy supplied by the City; to optimize efficiency of electric utility facilities and resources; and to facilities equitable rate for electric customers;

WHEREAS, as part of its consideration, the City is required to hold a public hearing and issue a final determination, in writing, based upon the evidence presented at the hearing and upon findings specifically included in its written determination, and thereafter make a final determination available to the public;

WHEREAS, the City gave public notice of a virtual hearing as advertised in The Independent Tribune on July 9th, 12th, and 16th along with the link being provided on the City’s website. The virtual hearing was conducted July 9, 2023 through August 4, 2023 at 5 P.M. This virtual public hearing allowed for written submitted comments;

WHEREAS, the City of Concord Council is of the opinion that all hearing proceedings were conducted and notices provided in full compliance with PURPA;

WHEREAS, in considering each of the two new PURPA standards the City of Concord Council must make a determination “whether or not it is appropriate to implement such standards to carry out the purpose of this title” pursuant to 16 U.S.C.A. 2621(a)(2006);

WHEREAS, in making these determinations, the City of Concord Council has considered how the implementation of these standards might affect the City of Concord and its citizens in the area of encouraging energy conservation by citizens, making efficient use of facilities and resources, and maintaining equitable rates to customers, as well as conditions and circumstances specific to the City in reaching its conclusions.

WHEREAS; the current and planned demand-response and demand flexibility programs of the City are programs that promote demand-response and demand flexibility practices by commercial, residential, and industrial customers to reduce electricity consumption during periods of unusually high demand, to

the extent that the City is reasonably able to do so based upon information available and circumstances specific to operations of the City Electric System; and

NOW, THEREFORE, on this 14th day of September 2023, the City of Concord Council hereby issues its final determinations on the implementation of the Demand-Response Practices standards and the Electric Vehicle Charging Programs standard as follows, to-wit:

1. Demand-Response Practices: the City has already adopted programs that promote demand-response and demand flexibility practices by commercial, residential, and industrial customers to reduce electricity consumption during periods of unusually high demand. As the technology is available through advanced metering infrastructure (AMI), the City will consider additional programs that will promote demand-response and demand flexibility practices.
2. Electric Vehicle Charging Programs: the City owns and operates five publicly available electric vehicle charging station locations. The City will continue to consider measures to promote greater electrification of the transportation sector as circumstances change and opportunities arise. As the technology is available through advanced metering infrastructure (AMI), the City will consider additional programs that will promote electric vehicle charging programs.

NOW, FURTHER THEREFORE, the City of Concord, having completed the mandatory consideration of these two standards, shall cause this final determination to be made available to the public by posting it on the City's website through and until December 31, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk



Current DR and EV Charging Programs

As a municipality (Public Owned) – with no external shareholders – the City of Concord Electric Systems is here to benefit our citizens and their local communities. The City’s mission guides our implementation of all programs, including Electric vehicle charging and demand response (DR).

DR and EV charging programs provide financial and environmental incentives to both City of Concord Electric Systems customers and the citizens of the City of Concord as a whole, when customers/citizens can reduce or shift energy used during times of high demand. EVs are vehicles powered by electricity, generally provided by a battery, that will charge by being connected to City of Concord Electric Systems’ electrical grid.

Time-of-Use Rates: City of Concord Electric Systems’ Time-of-Use (TOU) Rates reward general/industrial customers with a lower electric rate for shifting energy-intensive tasks – such as heating/cooling – away from peak hours. This rate plan encourages general/industrial customers to shift their electricity use to periods of low demand, or during off-peak hours, by paying less per kilowatt-hour (kWh) than our standard energy usage charge. More information is available at https://concordnc.gov/Portals/0/Concord/Departments/Electric%20Systems/Documents/Schedule%20TOU_General%20Service_Effective%209-01-2015.pdf?ver=ze3ijgwNzr5fv-Vc9v8VIg%3d%3d.

Residential Energy Star Rate: Available only to customers dwelling in residences, condominiums, mobile homes, or individually-metered apartments which provide independent and permanent facilities complete for living, sleeping, eating, cooking, and sanitation, and which are certified to meet the standards of the Energy Star program of the United States Department of Energy and Environmental Protection Agency.

Electric Heat Pump Rebate: The City of Concord Electric Systems, in an effort to continually reduce peak electricity consumption, is now offering a High Efficiency Electric Heat Pump Rebate Program. City efforts to reduce peak system electricity consumption helps to keep overall system generation costs low, thereby helping reduce individual customer electricity costs. The goal of the program is to incentivize the selection of electric heat pump systems that have an Air Conditioning, Heating and Refrigeration Institute (AHRI) verified Seasonal Energy Efficiency Rating (SEER) that is greater (more efficient) than that which is required by building codes/standards. The city will offer a \$400 rebate to residential customers or developers/builders that install a new qualifying electric heat pump, or replace an existing heating, ventilation and air conditioning (HVAC) system, with a new qualifying electric heat pump in either a new or existing residence located within the city’s electric grid.

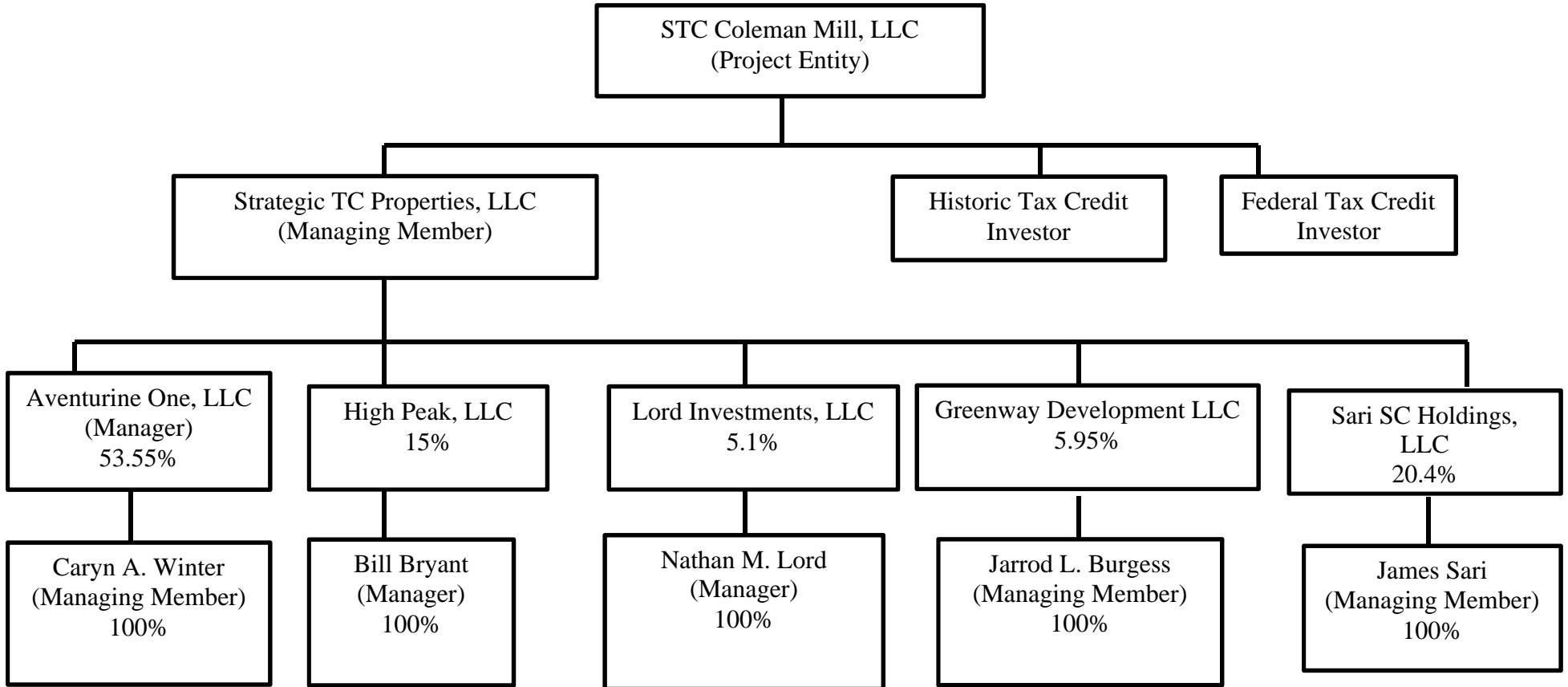
Electric Vehicles: The City of Concord and the Electric Systems Department are working to create a citywide network of EV charging stations, enabling more consumers throughout the city to adopt this technology. The City of Concord owns and operates five publicly available electric vehicle charging stations which offer affordable rates to the public and recover the marginal cost of deliver and supply of electricity.


Peaking Partners: This program will ask our customers to adjust the cooling system thermostat to at least 3 degrees higher than normal, turn off lights, delay the use of major appliances or equipment, and conserve electricity in any other way. This situation will normally occur on hot summer weekdays between 1 PM and 6 PM. This is a voluntary program for our customers.

City of Concord - Electrical Systems

Electric Systems Operations Center • 505 Alfred Brown Jr. Ct SW • Concord, North Carolina 28025
(704) 920-5302 • www.concordnc.gov

**Organizational Chart
Coleman Mill Lofts**



An aerial photograph of a property, likely a fire station, showing a large brown rectangle on a dirt area. The property is adjacent to a paved parking lot with several cars and a road. The surrounding area is mostly dry, brown grass and dirt.

The viewing deck on the property at fire station #9

A mulch pad about 10' x 18' or more

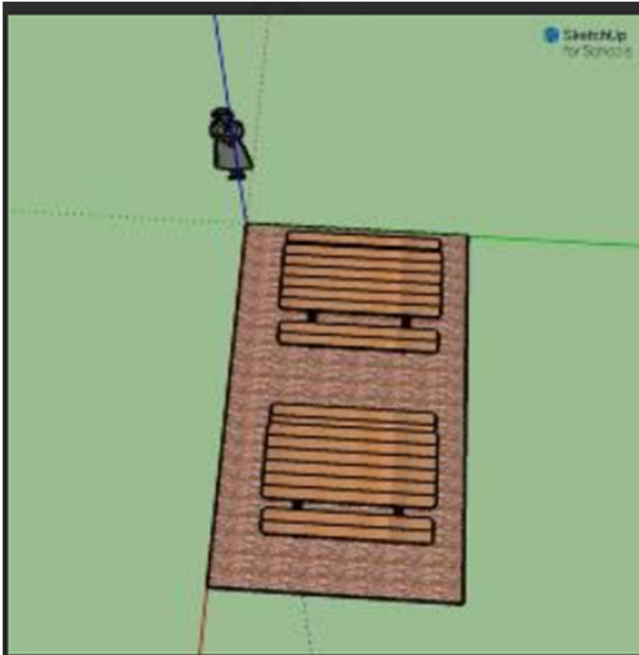
Two picnic tables spread out

Location will be somewhere facing the runway of Concord airport (hasn't been decided)

The longer side of the mulch will be facing the runway

The viewing deck on the property at fire station #9

- A mulch pad about 10' x 18' or more
- Two picnic tables spread out
- Location will be somewhere facing the runway of Concord airport (has'nt been decided)
- The longer side of the mulch will be facing the runway
-



-

WeBuild Concord FY 24 – Revolving Fund Request

Project-Site/Expense Type	Description	General Fund-Sales	County ARPA	City of Concord FY 24 Request	Unit Costs/Quantity	Total
92 Chestnut Drive SW, Concord, NC/Construction	3-bedroom townhome at 1,392 sqft each –New Construction	\$24,359	\$16, 213 (paid-land)	\$300,000	\$170,236/ 2 units	\$340,572
13 Powder Street NW, Concord, NC/Construction	3-bedroom townhome at 1,392 sqft each – New Construction	\$44,426	\$24,862 (paid-land)	\$300,000	\$184,644/ 2 units	\$369,288
11 Powder Street NW, Concord NC/Construction	3-bedroom townhome at 1,392 sqft each – New Construction	\$44,501	\$24,937 (paid-land)	\$300,000	\$184,719/ 2 units	\$369,438
Bundle / Purchase of land and rehab for revitalization 141 Cedar Dr NW, 198 Cedar Drive NW, 245 Cedar Dr NW, 185 Franklin Ave NW, 163 Crowell Dr NW, 501 Harris St NW, and 538 Harris St NW, Concord, NC /Purchase and Rehab	3, 2, 1, 4, 2, 3, and 3 bedroom homes (1,200, 1,104, 786, 2,046, 782, 1,380, and 1,350 sqft)sold in a bundle by one seller in touch with a direct offer to WeBuild Concord. These will include purchase and rehab		\$770,000 Purchase/Rehab	\$700,000 Purchase	\$210,000/ 7 units	\$1,470,000
Total		\$113,286	\$836,012	\$1,600,000	\$196,092/ 13 Units	<u>\$2,549,298</u>

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Revolving Affordable Housing Projects

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

SECTION 1. The project authorized is Affordable Housing – We Build.

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

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

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3700-5475100	We Build (CFEA)	2,700,000	4,300,000	1,600,000
3700-5811082	Future Projects	1,631,596	31,596	(1,600,000)
Total				0

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of September, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/17/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Breeden Insurance Services, Inc. 12200 N NC Hwy 150, Ste #5 Winston Salem NC 27127	CONTACT NAME: Melissa Egelnick PHONE (A/C. No. Ext): 336-236-7618 E-MAIL ADDRESS: melissaegelnick@breedeninsurance.com		FAX (A/C. No.): 336-249-0391
	INSURER(S) AFFORDING COVERAGE INSURER A : Erie Insurance Exchange		NAIC # 26271
INSURED Flywheel, LLC 500 West Fifth Street, Ste 800 Winston Salem NC 27101	FLYWLLC-01	INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER: 878608612

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		Q40-0155886	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			Q28-0172705	4/1/2023	4/1/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Event: October 5-6, 2023 ConvergeSouth

CERTIFICATE HOLDER**CANCELLATION**
 City of Concord
 35 Cabarris Ave W
 Concord NC 28025

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES, OR CONTRACTORS - AUTOMATIC STATUS WHEN REQUIRED IN CONSTRUCTION AGREEMENT WITH YOU

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. Section II – Who Is An Insured is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

- a. Your acts or omissions; or
- b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

- a. Only applies to the extent permitted by law; and
- b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph 1. above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:
 - a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or
 - b. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

- a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
- b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph A.1.; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

City of Concord Co-Sponsorship Application (page 1)

Today's Date:	8/17/23 *
Name of Event:	Converge South
Date(s) of Event:	10 Sept 2023 Location: Concord
Brief Description of Event:	Startup EXPO with 75 exhibiting companies, investment firms and educational programming
Lead Sponsor:	Atrium Health (presented by Flywheel Foundation)
Contact Person for Event/Request:	Jill Atherton
Address:	57 Union Street S., Concord
Phone:	336-287-2554
Website & Email Address (if applicable):	flywheel-foundation.org jill@flywheel-foundation.org

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?

The Flywheel Foundation promotes healthy entrepreneurship ecosystems through events, accessible courses and investment.

* We did contact Brad Legano and Mayor Bill Dusch well in advance of the 90 day dead line.

City of Concord Co-Sponsorship Application (page 2)

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

This program will offer educational programming for entrepreneurs and will bring investors and program participants from across the Southeast to Concord with a focus on local business resources.

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

We are asking for police security for the following:

Wednesday October 4, 5pm to 7am
Overnight patrol of tent area to be sure it isn't disturbed or used

Thursday October 5, 7am to 7pm
On site officer for the entire event site

Thursday October 5, 7pm to 7am
Overnight patrol of tent area to be

sure it isn't disturbed or used.

Friday, October 6 7am to 5pm
On site officer for entire site

Also if available we would like to request cardboard waste boxes and removal.

City of Concord Co-Sponsorship Application (page 3)

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

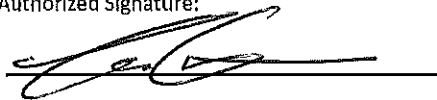
The Flywheel Foundation has been presenting this event for the last nine years with continuing success.

CITY OFFICE USE ONLY

Emergency Management –
City Manager’s Office:

Date Received: 8/21/23

Authorized Signature:

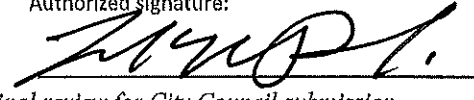


Date final application is submitted to City Manager _____

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

Date Reviewed: 9/6/2023

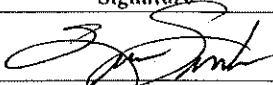
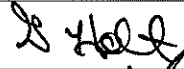

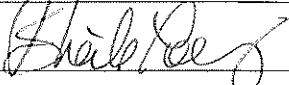
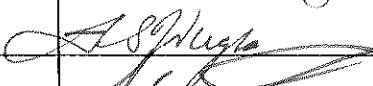


Authorized signature:



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	8/21/23	9/6/23	
Electric			AR
Environmental Services			
Downtown Office			K Kelly
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.

AN ORDINANCE FURTHER AMENDING, EXTENDING AND RESTATING A NONEXCLUSIVE FRANCHISE TO BFI WASTE SYSTEMS OF NORTH AMERICA, INC.

Whereas, the disposal of municipal solid waste is a statutory responsibility and a fiscal concern of the City of Concord (referred to below as City or Franchisor); and

Whereas, the City disposes of its municipal solid waste at the sanitary landfill operated by BFI Waste Systems of North America, Inc., known as Charlotte Motor Speedway Landfill V (formerly known as BFI-CMS Landfill and CMS Development Corporation Landfill V), located in the City of Concord (the "CMS Landfill"). (BFI Waste Systems of North America, Inc. may be referred to below as Franchisee or BFI); and

Whereas, BFI Waste Systems of North America, Inc. is currently operating its CMS Landfill pursuant to permits and authorizations granted by the State of North Carolina; and

Whereas, pursuant to a Contract for Disposal of Solid Waste by and between the City, and CMS Development Corp. and Browning-Ferris Industries of South Atlantic, Inc. (the predecessors to BFI Waste Systems of North America, Inc. by merger), dated August 1, 1990 (the "1990 Solid Waste Disposal Contract"), and under its Solid Waste Management Plan dated January 31, 1992, the City has confirmed its plan to rely upon the CMS Landfill for the disposal of municipal solid waste generated within the City; and

Whereas, the City granted or renewed the Franchise to BFI Waste Systems of North America, Inc., on February 10, 2005 by ORD 05-07 (the "2005 Franchise") for the operation of the CMS Landfill, and restated and amended the 2005 Franchise for the operation of the CMS Landfill on November 12, 2009 by ORD 09-95 (the "2009 Franchise Amendment"); and

Whereas, the City now agrees to further restate, extend, and amend the 2005 Franchise for the operation of the CMS Landfill consistent with the City's Solid Waste Management Plan and the terms contained in this Ordinance;

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

Section 1. Pursuant to G.S. 160A-76, and G.S. 130A-294 et. seq., hereby further restates, extends, and amends the 2005 Franchise to BFI Waste Systems of North America, Inc., as previously amended and restated by the 2009 Franchise Amendment, to operate a sanitary landfill within the City of Concord, North Carolina, pursuant to the following terms:

(1) The 2005 Franchise, as amended by the 2009 Franchise Amendment, is for the operation of a sanitary landfill intended to receive ordinary household waste, commercial solid waste, industrial solid waste and special waste, including asbestos, ash and industrial processed waste, petroleum contaminated soil, wastewater treatment sludge, and such other non-hazardous waste as approved by the State of North Carolina.

(2) The geographic territory intended to be served by the sanitary landfill is the City of Concord, Cabarrus County, the State of North Carolina and the following counties in the State of South Carolina: Cherokee, York, Lancaster, Chesterfield and Chester; the population intended to be served is the population of the City of Concord, Cabarrus County, the State of North Carolina and the following counties in the State of South Carolina: Cherokee, York, Lancaster, Chesterfield and Chester.

(3) The duration of the 2005 Franchise, as amended by the 2009 Franchise Amendment and this amendment, is through the life-of-site of the CMS Landfill, but for a period not to exceed 60 years from the date of this amendment.

(4) The 2005 Franchise, as amended by the 2009 Franchise Amendment and this amendment, is a non-exclusive franchise for the operation of a sanitary landfill by BFI Waste Systems of North America, Inc. within the geographic boundary line of property currently owned or under option by BFI Waste Systems of North America, Inc. located at 5105 Morehead Road in Concord, North Carolina and described in Exhibit A, which depicts the expanded boundaries of the site (the "Site"); this franchise does not grant to Franchisee the exclusive right to operate a sanitary landfill within the city limits of Concord, and it does not grant to Franchisee a franchise to operate a sanitary landfill in any location outside the Site.

(5) In granting, further restating, extending and amending the 2005 Franchise, as amended by the 2009 Franchise Amendment, it is estimated that the operating capacity for the CMS Landfill as currently permitted or

submitted for permitting is approximately 15.2 million tons. It is further estimated that Franchisee currently has contracts to receive approximately 99,000 tons per month. Pursuant to this 2005 Franchise, as amended by the 2009 Franchise Amendment, the Franchisee may accept an average of 120,000 tons of municipal solid waste per month each calendar year with a maximum monthly volume not to exceed 140,000 tons per month. Based on the current contracted and average tonnages, the projected useful life of the CMS Landfill ranges from approximately 7 years to 9 years. Consistent with the terms of their 1990 Solid Waste Disposal Contract, the Franchise Agreement made and entered into as of February 10, 2005 and the life-of-site term of this 2005 Franchise, as amended by the 2009 Franchise Amendment and this amendment, the parties intend for the City to be able to dispose of its solid waste at the CMS Landfill through the life-of-site of the CMS Landfill. Based on this intent, the contract terms and this amended Franchise, the parties recognize the potential for future expansion opportunities at the CMS Landfill and agree to continue in the future to work in good faith and in accordance with the terms of their agreements, this franchise and the requirements of applicable laws and regulations to fulfill their intent.

(6) The Franchisee is required to continue accepting for disposal municipal solid waste generated within the City of Concord, North Carolina, pursuant to the terms of the 1990 Solid Waste Disposal Contract, as that Contract may have been amended from time to time. Further, the Franchisee hereby agrees to provide airspace for the disposal of all residential municipal solid waste generated within the City of Concord, North Carolina through and including February 9, 2035. If the CMS Landfill should reach capacity before February 9, 2035 so that Franchisee could not continue to accept the monthly volume of waste at the CMS Landfill anticipated by this franchise and still provide airspace at the CMS Landfill for the disposal of all residential municipal solid waste generated with the City of Concord, North Carolina through and including February 9, 2035, Franchisee agrees to erect a transfer station on the Site and, if necessary, transport all residential municipal solid waste generated within the City of Concord, North Carolina to another location for disposal pursuant to law as required to meet the obligations of this paragraph. The erection of said transfer station and the transportation and disposal of all residential municipal solid waste generated within the City of Concord, North Carolina through and including February 9, 2035 shall be at the sole expense of the Franchisee. The City agrees to cooperate with the Franchisee in providing any required approvals and assist in obtaining all required authorizations for the siting of a transfer station.

(7) Host fees will be paid and managed during the active life of the Landfill as follows:

(a) With the exception of residential waste generated within the City of Concord, Franchisee will pay to the City a "Solid Waste Host Fee" of \$0.75 per ton of solid waste deposited in the Landfill.

(b) The City will place \$0.25 of each \$0.75 Solid Waste Host Fee" in an interest bearing account. This account will be maintained throughout the intended term of the franchise. At the expiration of this franchise, if Franchisee has met its obligation to provide to the City disposal for all residential waste generated during the term of the franchise, then all principal and interest contained in the account will be paid to Franchisee (or its successor). If Franchisee defaults on its obligation to provide to the City disposal for all residential waste generated during the term of this 2005 Franchise, as amended by the 2009 Franchise Amendment and this amendment, then the principal and interest contained in the account will be paid to the City.

(c) Franchisee will provide the funding necessary for the City to perform or contract to provide a curbside recycling collection program. Franchisee will pay to the City \$.90 per ton of solid waste disposed in the landfill, with the exception of residential waste generated within the City of Concord, for the City's recycling program (the "Recycling Host Fees"). Franchisee guarantees that the Recycling Host Fees paid are and will be in addition to the "Solid Waste Host Fees" described in sections 7 (a) and (b) above. Franchisee will pay to the City for the term specified Recycling Host Fees of no less than \$65,000.00 per month. Should the City be unable to secure a responsible contractor to provide for the collection of recyclables for the amounts stipulated in the preceding sentences in this subsection (c), then Franchisee will at the City's option either: 1) Provide the required curbside recycling collection services; or 2) Increase the Recycling Host Fees to a commercially reasonable amount to pay for the cost of the required curbside recycling services. Additionally, each June 30, Franchisee will adjust these fees upward or downward, in an amount commensurate with the percentage change in the Consumer Price Index for Urban Wage Earners and Clerical Workers (All Items) as published by the US Department of Labor, as of June 30 of the prior year.

(d) Solid Waste Host Fees and Recycling Host Fees shall be paid monthly, every twenty-one (21) days after the end of each calendar month during which Solid Waste has been accepted for disposal at the Landfill or at such other intervals as may be agreed to by the parties in writing. Franchisee will provide to the City a copy of its annual report to the State at the time the report is submitted to the State and, at the City's request, will make its daily log and supporting documents available for review at reasonable times and intervals.

(8) Nothing in this 2005 Franchise, as amended by the 2009 Franchise Amendment and this amendment, shall authorize Franchisee to modify the CMS Landfill in a manner which would cause the City of Concord to incur any additional capital expenditures in the provision or delivery of services to the CMS Landfill such as potable water, storm

water, sanitary sewer, utilities or roads as a result of such modification, unless Franchisee agrees to pay all additional costs associated with delivering those services.

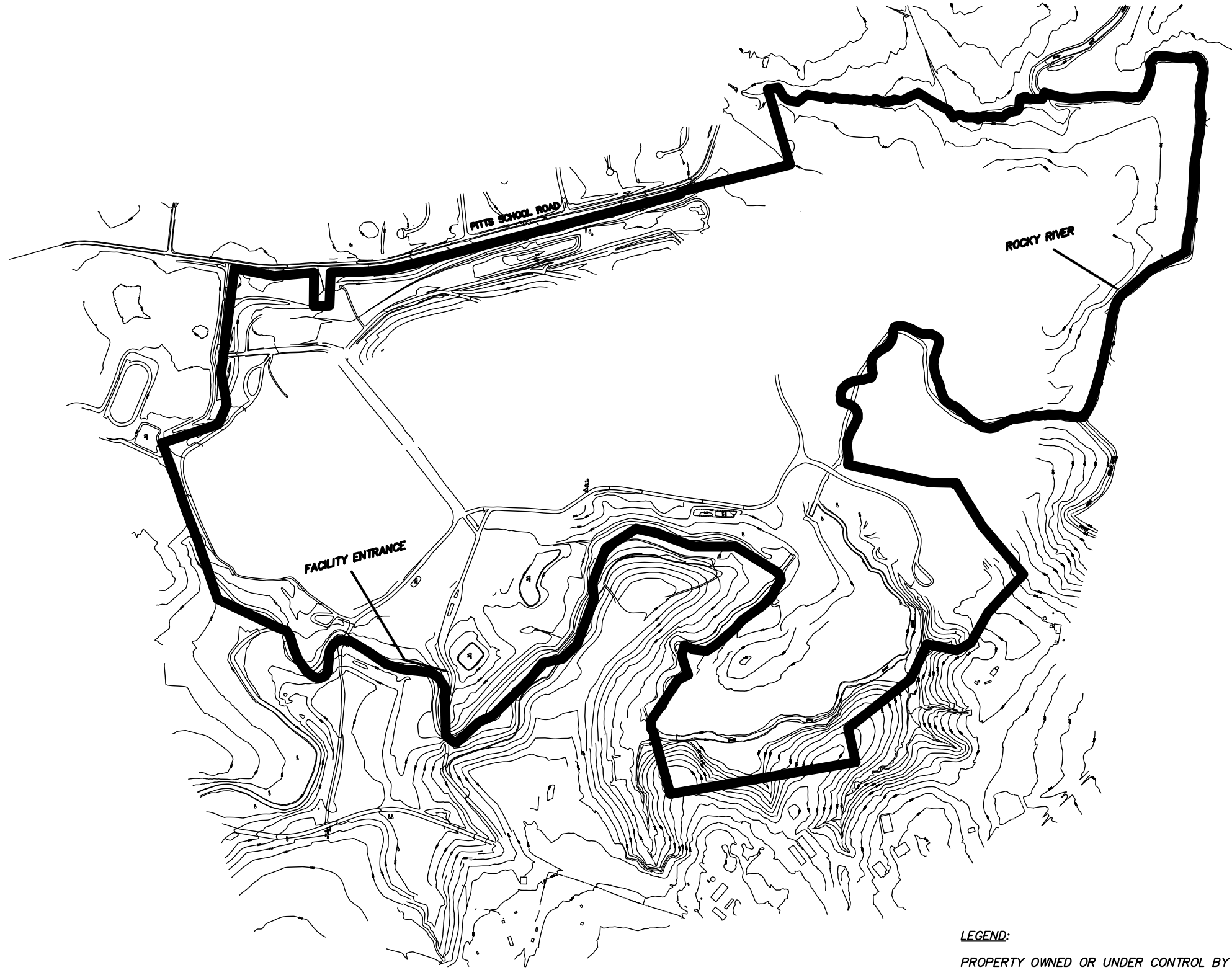
Section 2. That this Ordinance be effective immediately upon adoption at second reading.

Adopted on first reading this ____ day of _____ 2023.

Adopted on second reading this ____ day of _____ 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

[City signatures to be added]



LEGEND:
 PROPERTY OWNED OR UNDER CONTROL BY BFI

PROJECT NO. RC23	SHEET TITLE
SCALE N.T.S.	FRANCHISE ORDINANCE
DATE 2/13/01	EXHIBIT A
DRAWN BY MAG	BFI - CMS LANDFILL V
CHECKED BY JWW	BFI WASTE SYSTEMS OF N.A.
39 OF 1 SHT	


ESP ASSOCIATES, P.A.
 engineering surveying planning
 P.O. Box 7030, Charlotte, NC 28241
 10915 Southern Loop Boulevard
 Pineville, NC 28134 (704) 583-4949

QH19FRANCH
 CONCORD, NC

Meeting Date: September 14, 2023

Subject: Ordinance Amendment to contract with Republic Services, Inc, (CMS Landfill)

Topic:

Consider approving amending, extending and restating a nonexclusive franchise for operation of the CMS Landfill to BFI Waste Systems of North America, Inc.

Background:

The City entered into a contract with BFI, Browning-Ferris Industries August 1, 1990 to dispose of municipal solid waste generated within the city. On February 10, 2005, the city renewed the Franchise agreement as there was a name change to BFI- Waste Systems of North America, Inc. The agreement is intended to receive ordinary household waste, along with commercial solid waste, industrial solid waste and other special waste, non-hazardous, as approved by the State of North Carolina.

The duration 2005 Franchise agreement was for thirty (30) years which would extend until February 9, 2035. At that time, it was estimated that the landfill had an operating capacity of approximately 15.2 million tons for a period of 15 years from September 1, 2007 or until August 31, 2022.

In 2009 the Franchise agreement was amended and Solid waste host fees exacted for the City to receive \$.90 per ton of the solid waste disposed of in the landfill. Also included were Recycling host fees that would result in the City receiving funding to provide or contract a curbside recycling program. Thirty Eight Thousand Two Hundred Dollars (\$38,200.00) was increased to no less than Sixty Five Thousand Dollars (\$65,000.00) per month and was to be paid to the City.

After several discussions with Republic Services over the last two (2) years concerning the life cycle of landfill, representatives from BFI have asked that several minor changes be made to the ordinance as the landfill space and timeline projected is diminishing. They are seeking to amend the terms of the life cycle of the landfill and extend the duration of the Franchise.

Recommendation:









Motion to approve amending, restating and extending a nonexclusive franchise for operation of the CMS Landfill to BFI Waste Systems of North America, Inc

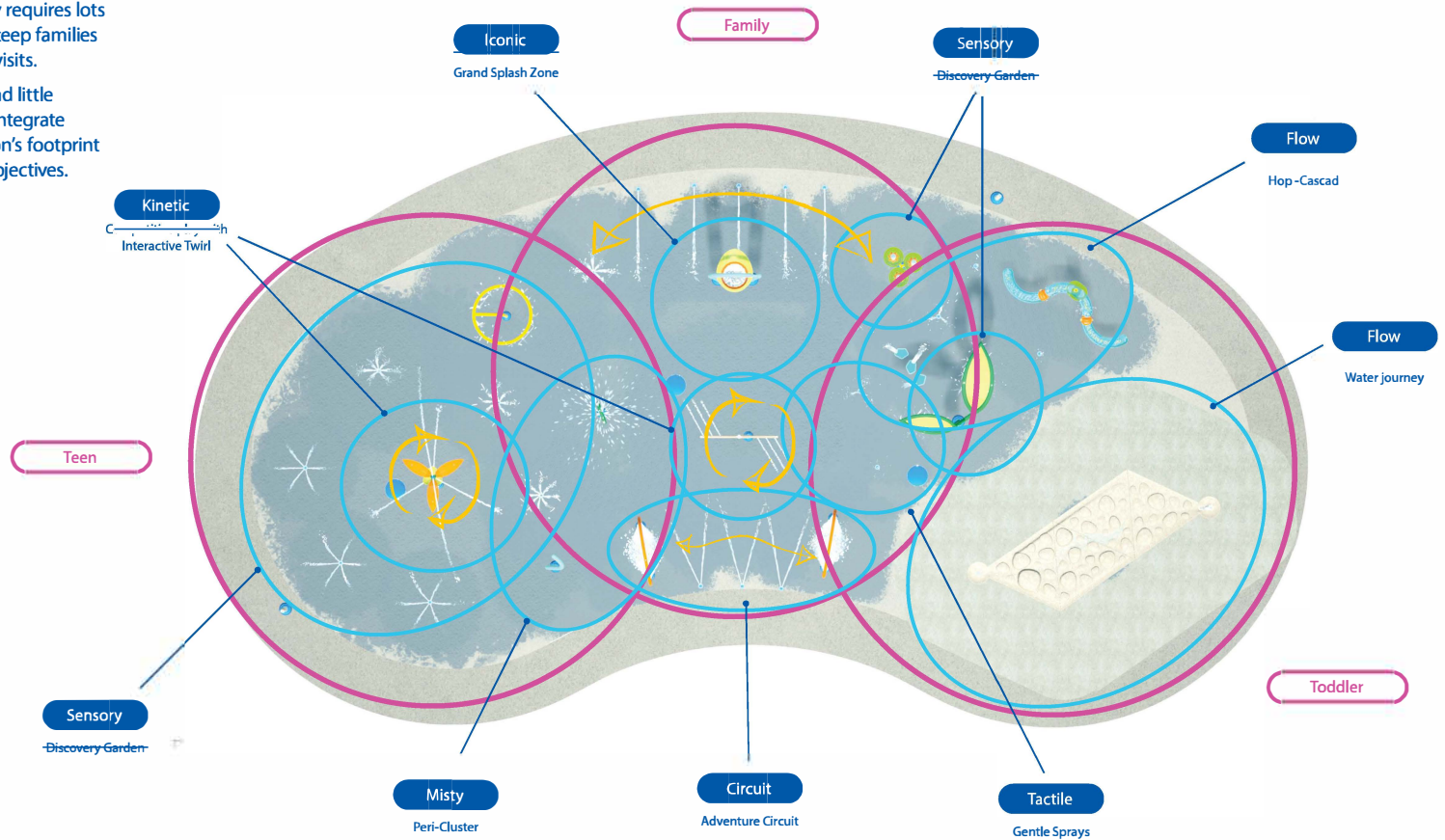


All 3D renders shown are for illustration purposes only. Actual colors, textures and finishes may differ from renders.

Aquatic play may feel spontaneous, but it actually requires lots of planning. We design every play experience to keep families engaged, boost dwell times, and increase return visits.

To build lasting memories among moms, dads, and little ones of all abilities, we carefully consider how to integrate products that cater to everything from the location's footprint and capacity to its demographics and theming objectives.

-  **Sensory**
Stimulates & develops multiple sense experiences
-  **Spray**
Encourages teamwork & competition
-  **Tactile**
Promotes discovery of water textures
-  **Iconic**
Features interactive fun & serves as a social gathering place
-  **Circuit**
Encourages physical development
-  **Flow**
Develops discovery & learning
-  **Kinetic**
Features interactive fun & encourages movement
-  **Misty**
Cloud-like experience gives refreshing thrills



QUOTE



Account Name: City of Concord, NC
 Project Name: Caldwell Park SP NC
 Project ID: 38903
 Bill To Name: City of Concord, NC
 Bill To Address:

Created Date: 8/30/2023 3:24 PM
 Quote Number: QUO-18638-N4W0R2
 Quote Name: Caldwell Park SP_VA
 Prepared By: Mary Banas
 Email: mbanas@vortex-intl.com

Contact Name: Sheila Lowry
 Email: lowrys@conordnc.gov

VOR	Product No.	Product Name	Description	List Price	QTY	Total Price
1- Play Products						140,650.00
7697	104562-304L	ASTRA N°1 (SW,PC)		6,230.00	1	6,230.00
7787	104493-304L	Bamboo Ring (SW, PC)		6,750.00	1	6,750.00
7486	104414-304L	BLOOM N°1 (SW,PC)		10,080.00	1	10,080.00
7233	101669-304L	BOBBLE No.2 (SW, PC)		10,770.00	1	10,770.00
0611	104379-304L	ACTIVATOR N°3 (SW, PC)		3,300.00	2	6,600.00
7249	106396-304L	CASCADE RIVER (SW,PC)		12,300.00	1	12,300.00
7798	101237-304L	Helico Nano (SW, PC)		9,690.00	1	9,690.00
7134	101177-304L	HOP NO.2 (EM, PC)		4,620.00	1	4,620.00
7672	101080-304L	LEAF N°3 (SW,PC)		13,490.00	1	13,490.00
3009	109949-304L	SPRAYLINK PODSPRAY		560.00	2	1,120.00
3007	109944-304L	SPRAYLINK FOUNTAIN		390.00	2	780.00
3003	109910-304L	SPRAYLINK SPLIT		360.00	3	1,080.00
3000	108168-304L	SPRAYLINK JET NO.1		360.00	4	1,440.00
3006	109938-304L	SPRAYLINK BLOOM		390.00	2	780.00
3005	109921-304L	SPRAYLINK GEYSER		390.00	3	1,170.00
3002	109903-304L	SPRAYLINK ARCH		360.00	5	1,800.00
7776	100562-304L	SILHOUETTE N°4 (SW,PC)		4,750.00	1	4,750.00
0519	102524-304L	Spray Loop (SW, PC)		4,330.00	2	8,660.00
7242	100241-304L	TWINSPLASH (SW,PC)		14,750.00	1	14,750.00
7122	102099-304L	WATER JOURNEY - TIDE POOL		23,790.00	1	23,790.00
2- Water Management System and Controls						79,085.00
1- Water Quality Management System 'WQMS'						74,615.00
	121626-304L	FILTRATION MODULE 3HP 208-230V 3PH 60HZ 7SQFT FILTER ACID &CL	FILTRATION MODULE 3HP 208-230V 3PH 60HZ 7SQFT FILTER ACID &CL		1	
	122066	MANIFOLD MODULE OUTLET, SOLENOID LINE 1-1/2"	MANIFOLD MODULE OUTLET, SOLENOID LINE 1-1/2"		25	
	122740	FEATURE PUMP MODULE 5HP, 120/208-230V 3PH 60Hz	FEATURE PUMP MODULE 5HP, 120/208-230V 3PH 60Hz		1	

	122770-304L	MANIFOLD MODULE 25 VALVES, 4" INLET, 3" BYPASS LINE	MANIFOLD MODULE 25 VALVES, 4" INLET, 3" BYPASS LINE		1	
	125447	SGUARD M-PRO SP 48OUT 24IN 120V 1PH 60Hz D-LOOP ASTM	SGUARD M-PRO SP 48OUT 24IN 120V 1PH 60Hz D-LOOP ASTM		1	
4- Drains						4,470.00
1004	103080-304L	Playsafe Drain N°4	Playsafe Drain N°4	1,490.00	3	4,470.00
5- Accessories						(13,348.85)
12010	12010	Buying Group - Products		(13,112.60)	1	(13,112.60)
12020	12020	Buying Group - Services		(236.25)	1	(236.25)
6- Services						7,875.00
13080	13080	Stamped Drawings Fee		3,500.00	1	3,500.00
10010	10010	WQMS Start-Up & Training Fees		4,375.00	1	4,375.00
7- Installation Kits						
	101143-304L	INSTALLATION KIT #SAFESWAP NO1			5	
	101146-304	INSTALLATION KIT # (LARGE SW) SURFACE MOUNT			1	
	103335	M12 CONNECTION WIRE, 5-PIN, STRAIGHT CONNECTOR_75M LG_22AWG			2	
	103537-304L	INSTALLATION KIT (WJ ANCHORINGSYSTEM 2)			4	
	103543-304L	Installation Kit Safeswap N°2			10	
	103553-304	INSTALLATION KIT # 3 5/8" X 6"MECH ANCHORS			2	
	110184	SPRAYLINK BOX AND TRAY FOR SHIPPING			6	
	116924-304L	INSTALLATION KIT FOR CASCADE RIVER			1	
	123637-304L	TOOL KIT #128: INSTALLATION KIT FOR SPRAY LOOP (1 LOOP)			2	
	100308	TOOL KIT #28:RIV-VOZZLE TOOL			1	
	102313	TOOL KIT #0 :			1	
	102314	TOOL KIT #1 :SECURITY BITS (ALL)			1	
	100306	TOOL KIT #17 :SECURITY BITS (POOL PLAY)			1	
	100307	TOOL KIT #2 :NOZZLE TOOL			1	
	100300-304L	TOOL KIT #88: LEAF SPRAY NOZZLE KEY			1	
	110258	TOOL KIT #129: SPRAYLINK SECURITY KEY			1	
8- Parts						48,129.00
	5322.0000R02	DEBRIS TRAP HDPE WITH RAIN DIVERTER VALVE (LEFT) (EM)		13,790.00	1	13,790.00
	44100.0000R01	ABOVE GROUND CHEMICAL RESERVOIR-50 GALLONS		1,310.00	2	2,620.00

QUOTE



	5312.0023R01	WCS 2000G, DOUBLE LOOP, FLOATING SKIMMER (EM)		31,719.00	1	31,719.00
9- Transport						
						10,160.00
19030	19030	Freight Fee		4,330.00	1	4,330.00
19020	19020	Embed Freight Fee		2,580.00	1	2,580.00
18020	18020	Packaging Fee		3,250.00	1	3,250.00

Total Summary

Customer Signature:

**Enquire about our cooperative purchasing programs.
Thank you for doing business with us!
Pricing is valid for a period of 45 days.**

Products:	267,864.00
Discount:	(13,348.85)
Services:	7,875.00
Transport:	10,160.00
Subtotal:	272,550.15
Total:	272,550.15
Currency:	US Dollar
Incoterm:	

Terms & Conditions

Products Payment Terms: Product >\$250K+: 30% deposit at PO, 50% at shipment, 20% net 45

Freight Charges

Please note: freight charge is an estimate and is subject to change without notice. Vortex reserves the right to adjust the freight charge quoted above. Should embed equipment be required ahead of scheduled delivery date, additional freight charges will apply.

Purchase Contract Terms & Conditions of Sales

The following terms and conditions (the "Terms and Conditions") form part of the Purchase Contract (the "Purchase Contract") between yourself (the "Customer, and Vortex Aquatic Structures International and/or Vortex USA Inc. ("Vortex"). The Customer's acceptance and understanding of these Terms and Conditions and all other supporting documentation provided as part of this package is evidenced by signing of the Purchase Contract.

Payment Terms

Unless otherwise specified in the Purchase Contract, payment by the Customer of the purchase price specified in the Purchase Contract (with all applicable taxes, the "Purchase Price") shall be on the following terms: 100% of the Purchase Price to be paid prior to Vortex commencing production on the Customer's order. Any overdue balances are subject to interest charges of 1.5% per month.

Unless otherwise specifically stated, all sales taxes or any other personal property taxes, use taxes, duties, excises, levies or tariffs imposed by any government authority and incurred by Vortex through performance of the Purchase Contract will be the Customer's responsibility. Without limiting the generality foregoing, applicable taxes will be applied to all taxable goods and services included in the Purchase Contract as amended from time to time. Customers are advised to consult with their financial and tax advisors to obtain further information regarding taxes applicable to their purchase.

Vortex maintains a no return policy and asks all Customers to determine feature and color selection carefully. If a Customer cancels an order after production has commenced, Vortex reserves the right to charge (and the Customer agrees to pay) a 40% re-stocking fee.

Cheque, Wire Transfer, Irrevocable Letter of Credit or Credit Card (note: an administrative fee of 3.5% may apply to payments made via Credit Card) are considered acceptable payment methods.

Except where title to the products contained in the Customer's order is explicitly transferred by Vortex to the Customer and the Purchase Price is paid in full, title to and right to possession of such products shall remain with Vortex until the Purchase Price and all sums due or become due from the Customer are fully paid.

Should the goods comprising the Customer's order be connected to the ground or real property or buildings because of foundations or mechanical parts, then this connection is to be considered as transitory in nature until payment in full of the Purchase Price.

Unless otherwise agreed, projects where Vortex is supplying goods without installation, the risk of loss of the goods shall pass to the Customer when the goods are delivered to the Customer or its agent or to a carrier for delivery to the Customer or its agent, whichever event shall first occur. In the event of where Vortex is supplying and installing goods, risk of loss of the goods shall pass to the Customer upon completion of the project.

Lead Times & Logistics

Vortex' standard lead times are up to 3-4 weeks for embeds, up to 6-8 weeks for Play Products, up to 10 weeks for Water Recirculation Equipment, up to 16 weeks for Elevations and up to 16 weeks for Waterslides. The lead times are contingent upon receipt of signed Purchase Contract, approved drawings, and all applicable color selections. Expected timing for order completion and shipment will be communicated to the Customer at the time the Purchase Contract is signed by the Customer and acknowledged by Vortex.

Vortex reserves the right to refuse a Customer's delivery date change request if a delivery date confirmation has been previously confirmed/communicated to the Customer. All fees related to the delivery will be the sole responsibility of the Customer and will be borne by them. Storage fees will be charged if the Customer is unable or unwilling to receive the product as per the dates communicated by Vortex. The storage fees are payable before release of the shipment.

All products will be packaged to mitigate damage during shipment. All shipments must be inspected upon delivery and any damage, errors or omissions must be reported to Vortex at support@vortex-intl.com and the transport company within 24 hours of receipt of goods. Vortex reserves the right to amend and modify the transportation costs based on the Customer's request.

Service & Support

Digital versions of operations and maintenance manuals will be provided at the later of either the delivery of the products or completion of the project installation. Vortex is not responsible for coordination the installation project unless otherwise specified in the Contract. The Customer is responsible for coordinating installation schedules with Vortex to ensure that the site is ready for Vortex' products and services. Vortex reserves the right to charge the Customer and the Customer agrees to pay for any additional time or idle time on site and all additional expenses incurred as a result of the site not being ready for the planned services.

Vortex reserves the right to cancel supervision, installation start-up and commissioning services if Vortex deems the site unsafe or not ready. The Customer is responsible for ensuring a safe working environment for any Vortex or contracted service technicians. Vortex reserves the right to bill the Customer for (and the Customer agrees to pay) any additional time on site as well as any additional expenses incurred as a result of waiting to rectify an unsafe work condition.

Exclusions

Unless otherwise specified, the following is excluded from Vortex' purchase agreement price and responsibility: project management, project coordination, loading and unloading, onsite storage, installation services, permits and permit fees, local, state and or health department codes and approvals, OSHA documentation, onsite electrical work, electrical connections, onsite plumbing work and plumbing connections, bonding payment, geotechnical survey work, excavation & removal of materials, concrete surfacing, slab design and concrete footings.

General Terms & Conditions

The Customer has reviewed local codes and standards and has accepted the design and product specifications, including custom-designed features by signing the Purchase Contract. For orders including water recirculating equipment, the Customer is responsible for ensuring the accepted system meets local standards and codes and that all appropriate approvals are obtained, unless otherwise noted. Any design changes requested after signing the Purchase Contract will be subject to additional fees.

The Customer agrees to pay on demand all expenses reasonably incurred by Vortex in efforts to collect the amounts owing under the Purchase Contract. The Customer shall pay reasonable legal costs (fees and disbursements), including fees incurred in both trial and appellate courts or fees incurred without suit and all court costs.

Confidentiality: The design details and specifications of the products included in the Customer's order, including without limitation, fabrication drawings, samples, sketches, photographs, foundation drawings, approval drawings, shipping lists, manuals and any other technical details (collectively, the "Confidential Information") supplied are the property of Vortex and are confidential. The Customer shall not, without prior written consent of Vortex, use the Confidential Information except in connection with the installation and operation of the goods supplied or disclose such Confidential Information to third parties unless compelled by law.

Limitation of Liability: The aggregate liability of Vortex, its affiliates, and their respective employees, directors, officers, agents and contractors for any claim, whether in contract, tort (including negligence) or otherwise, for any loss or damage arising out of, connected with, or resulting from the manufacture, sale, delivery, installation, resale, repair, replacement or use of any product will in no case exceed the actual portion of the Purchase Price paid by the Customer for the Purchase Contract. In no event will the Vortex be liable for special, indirect, or consequential damages. The limitation of liability contained herein shall survive the termination or expiration of the Purchase Contract.

Vortex is not responsible for any damages to the Customer's environment and or landscaping as a result of its products. All modifications and alterations made to Vortex's products will automatically void and null all warranties. Vortex may refuse to accept any order for any reason without incurring any liability from the Customer. No Change to this Agreement will be enforceable unless the Customer has a signed a Vortex Change Order request.

Pricing is valid for a period of 45 days.

QUOTE



X

Name
Title

STATEMENT OF WORK – Start-Up & Training Services

Inclusions General Items

- The Start-up service provides a set-up configurations and/or onsite training for (WQMS) Water Quality Management System and/or (WDS) Water Distribution.
- A certified installation Technician for the duration of up to a maximum of 12-hours of time.
- A detailed Customer report for records.
- The Start-up configurations can include, but is not limited to the following Water Filtration verifications:
 - o Electrical entry requirements verifications, verifying that the main controller is operational, priming pump(s), verifying pump(s) rotation, filtration verifications, installation of chemical probes in flow cell, starting the filtration line, adjustments of filtration flow rate, making chemical controller functional/adjustments, adjusting the chemical feed pump settings, verifying that the filter flow switch signal is working, calibrating the pH probe, verifying that the water holding tank is clear and balanced.
 - The Start-up configurations can include the following Play feature verifications:
 - o Starting the feature pump, inspecting the system for leaks, ensuring no air bubbles in pump line, opening the ball valves on solenoid feed lines, Manual mode line verifications, flushing lines if required, adjusting flow through: Bypass valve, installation of all spray nozzles on features, manual-mode adjustments on water flow features, verifying that the flow switch signal on feature side is working.
 - o The Start-up configurations can include the following Operations verifications:
 - o Verifying signal from activator(s), Setting time clock and operational hours, testing all sequence, adjusting feature flows during sequences, setting all control settings to automatic.
 - The Start-up configurations can include the following UV verifications:
 - o Verification of the UV Model and installation, making sure the UV system was commissioned by certified UV Technician, verification of starting Dose of UV system.
 - o The Start-up configurations can include the following Filter Pump(s) and Feature Pump verifications:
 - o Horsepower, Phase, Pressure, Vacuum, Voltage, Amperage and Glow GPM, Sand Filter Pressure, Filter Effluent Pressure and Flow Cell Pressure.
 - The Start-up configurations can include the following Chemical Control water testing verifications:
 - o Chlorine levels, pH levels, alkalinity, calcium, making chemical pump chlorine setting adjustments and making Chemical pump acid setting adjustments.
 - The training provided to the Customer responsible includes the following:
 - o Splashpad components and required maintenances
 - o Play features required maintenances
 - o WQMS or WDS Component maintenances
 - o Mechanical room operations/components management training
 - o Training on controller
 - o Troubleshooting Training
 - o Seasonal Opening procedure Training
 - o Seasonal Closing procedure training
 - o maintenance checklists on all the necessary steps to maintain a Splashpad.

Customer's Responsibility & Exclusions from Vortex' Scope of Work

- Vortex will only schedule onsite Start-up and Training Technician services once we receive the Installer Pre-visit checklist showing that the construction and system installation has been completed by the Installer.
- Guiding individual Project Managers, General Contractor or Construction Contractors on the installation process.
- Project manager or crew chief or laborer onsite.
- Filling the holding tank with clean water prior to scheduling the Vortex Technician.
- Filling the sand filter(s) prior to scheduling the Vortex Technician.
- Filling the chemical containers prior to scheduling the Vortex Technician.
- Ensuring that all necessary resources are onsite for the entire duration of the Start-Up and Training service.

Other clauses that may incur additional expenses to be borne by the client

- The Customer must advise Vortex in advance of any special site access requirements. (ie: safety courses)
- The Customer is responsible in providing a safe working environment.
- Should the client request a shorter or longer period of Start-up & Training, than what is determined by Vortex to be appropriate, they will be invoiced for the agreed upon duration. In the event the client wants a shorter period of time than recommended, the Technician will do their best to give as much instruction as possible within the allotted time but Vortex does not accept any responsibility for any issues that may arise due to incomplete, insufficient or non-conforming Start-up or training.
- The start-up configuration duration is usually about 8-hours and the training duration is usually about 4-hours. Days are working days Monday to Friday. A Working day is equal to 8 hours. Up to 10 hours may be tolerated, at the discretion of the Vortex Technician. Additional hours will be invoiced.
- Vortex is not responsible for delays due to weather, un-safe working conditions, lack of personnel, lack of equipment, or any other situations. Any additional time required due to delays will be invoiced accordingly.
- At all times the safety and general wellbeing of the Vortex Technician is the responsibility of the client/ GC/ Project Manager. If at any time the Vortex Technician feels they have been put in any kind of un safe situation, felt threatened or endangered by any personnel on or around the work site or asked to be part of anything not in accordance with their professional morals, it is at the discretion of the Technician to walk off the site and remove themselves from that situation. There would be no reimbursement of time lost in this situation

**CITY OF CONCORD
CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA
WORK AUTHORIZATION 2107
FUEL FARM EXPANSION
AMENDMENT 3
JULY 2023
PROJECT NO.: 2203-2107**

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

Original Scope of Services: Talbert, Bright & Ellington, Inc. (TBE) the **CONSULTANT**, proposes to perform professional consulting services associated with the design and bidding of the fuel farm expansion at the Concord-Padgett Regional Airport in Concord, North Carolina. The intent of the project is to provide one (1) -20,000 gallon Jet A tank and a containment system for the one (1) proposed 20,000 gallon Jet A. The Scope of Services is further detailed in Exhibit A.

Amendment 1 Scope of Services: This scope of services will provide additional professional engineering services for the electrical design of new Inventory Management and Emergency Fuel Shut Off (EFSO) systems for nine (9) existing fuel tanks, one (1) new Jet A tank and one (1) future Jet A tank.

Amendment 2 Scope of Services: This scope of services will provide additional professional engineering services for a new light at the fuel farm, adding an additional Jet A pump for redundancy and easy switch over if the primary pump fails, repurposing Diesel Tank #7 to DEF, catwalks for tanks that do not have them, widening pavement for wider gate, and a new wider gate to replace existing gate #2.

Amendment 3 Scope of Services: This scope of services will provide additional professional engineering services for a modification of existing Jet A pump discharge piping to add new isolation valves, check valves and flow switches. In addition an eyewash/handwash station will be designed.

As agreed, upon by both parties.

Deliverables for the Basic Services will be as follows:

The Consultant shall provide 100% plans, specifications as referenced above.

Cost of Services: The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract; Paragraphs A and B of Section V will apply. The fuel farm expansion Amendment 32 (design and bidding) shall be performed for a lump sum fee, including reimbursable expenses, of **\$1,610.00**. Special Services shall be performed as stated above and as shown in the man-hour summary on a not to exceed basis with a budget of **\$14,387.00**. The total value of this Amendment shall not exceed **\$15,997.00** without additional authorization.

Original Contract	\$89,009.00
Amendment 1	\$17,032.00
Amendment 2	\$38,079.00
Amendment 3	\$15,997.00
Total	\$160,117.00

CITY OF CONCORD:

TALBERT, BRIGHT & ELLINGTON, INC.:


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

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

ATTEST BY:

ATTEST BY:

City Clerk



Charles Brian Salyers, P.E.

SEAL

SEAL

APPROVED AS TO FORM:

City Attorney

APPROVAL BY CITY FINANCE OFFICER

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

Jessica Jones, Director of Finance

EXHIBIT 'A'

CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA
AIP PROJECT NO:
TBE PROJECT NO: 2203-2107

July 7, 2023

DESCRIPTION		ESTIMATED COST
BASIC SERVICES		
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$	-
DESIGN PHASE (04)	\$	1,610.00
BIDDING PHASE (05)	\$	-
CONSTRUCTION PHASE (06)	\$	-
SUBTOTAL	\$	<u>1,610.00</u>
EXPENSES	\$	-
SUBTOTAL	\$	<u>-</u>
SPECIAL SERVICES		
SUBCONSULTANTS	\$	14,387.00
RESIDENT PROJECT REPRESENTATIVE	\$	-
SUBTOTAL	\$	<u>14,387.00</u>
TOTAL	\$	<u>15,997.00</u>

EXHIBIT 'A'

MANHOUR ESTIMATE

DESIGN AND BIDDING FUEL FARM EXPANSION - AMENDMENT 3

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2107

July 7, 2023

DESIGN PHASE (04)

DESCRIPTION	PRIN \$ 250	PM \$ 205	E5 \$ 172	E4 \$ 139	E2 \$ 105	E1 \$ 80	T5 \$ 127	AD5 \$ 80	AD3 \$ 66
PLANS									
No Additional Plans	0	0	0	0	0	0	0	0	0
DESIGN									
Prepare Technical Specifications	0	2	0	0	2	0	0	2	0
Quantities and Estimates	0	0	0	0	2	0	0	0	0
Quality Assurance	0	2	0	0	0	0	0	0	0
Revisions	0	0	0	0	2	0	0	0	0
MANHOUR TOTAL	0	4	0	0	6	0	0	2	0

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 250	-	\$ -
Project Manager	PM	\$ 205	4	\$ 820
Engineer V	E5	\$ 172	-	\$ -
Engineer IV	E4	\$ 139	-	\$ -
Engineer II	E2	\$ 105	6	\$ 630
Engineer I	E1	\$ 80	-	\$ -
Technician V	T5	\$ 127	-	\$ -
Admin. Assistant IV	AD5	\$ 80	2	\$ 160
Admin. Assistant III	AD3	\$ 66	-	\$ -
		Total	12	
SUBTOTAL				\$ 1,610.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ -	1	\$ -
Postage	LS	\$ -	1	\$ -
Miscellaneous expenses (review fees, prints, faxes, copies)	LS	\$ -	1	\$ -
Mileage (2 Trips @ 60 miles/trip)	MI	\$ -	120	\$ -
SUBTOTAL				\$ -

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Mechanical and Electrical (TYLin) - Amend. 1	NTE	\$ 14,387.00	1	\$ 14,387.00
SUBTOTAL				\$ 14,387.00

TOTAL DESIGN COST: \$ 15,997.00

**CITY OF CONCORD
CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA
WORK AUTHORIZATION 2204
NORTH APRON ACCESS ROAD
AUGUST 2022
PROJECT NO.: 2203-2204**

AMENDMENT 1

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

Original Scope of Services: Talbert, Bright & Ellington, Inc. (TBE) the **CONSULTANT**, proposed to provide engineering, design and bidding services for the North Apron Access Road project at the Concord-Padgett Regional Airport in Concord, North Carolina. Concord-Padgett Regional Airport There currently is no vehicle access road to the future north apron and future hangar will be constructed. This project will construct a new roadway originating from the existing access road that ends at the Hangar 'H' parking lot to the future north apron area. This new roadway will provide access to the future hangar. Design services for this project will roadway, stormwater, structures (retaining walls), and pavement markings.

1.0 Project Management

Provide project administration and general coordination for the duration of the project. This work will include the following tasks:

1.1 Project Management /Administration

- Develop work plan and coordinate project work with Owner
- Develop and maintain project schedule
- Maintain project budgeting through course of the project

1.2 Project Coordination

- Attend general consulting meetings with Owner
- Coordinate via telephone and e-mail with project team to discuss project matters
- Conduct/participate in internal project team meetings

2.0 Roadway Design Services

TBE will prepare roadway plans in accordance with City of Concord standard practices and will defer to NCDOT guidelines where City of Concord does not provide guidance. The plans will conform to the latest City of Concord Technical Standards Manual at the time of NTP, NCDOT 2018 Standard Specifications, the NCDOT 2018 Standard Drawings, and AASHTO's A Policy on Geometric Design of Highways and Streets (Green Book - 2018). All drawings will be prepared using Microstation V8i utilizing geopak and Corridor Modeling.

Improvements will include:

- Two lane roadway

2.1 Roadway Plans

Prepare and submit design criteria and general typical sections for approval. Provide Roadway Plans at a scale of 1" = 20' horizontal and 1" = 10' vertical. The following Roadway Submittals include:

- 25% Plans
- 65% (With drainage incorporated)
- 90% Plans
- Final Plans

TBE will submit plans to Owner for review and comment at each phase. Owner will compile all comments and provide to TBE within four weeks of the submittal. Prepare quantities and provide cost estimates for the 65% Plans, 90% Plans, and Final plan submittals. Provide retaining wall envelopes to support structural design. Develop project special provision to assist with procurement.

Deliverables: Final Design Criteria, Design Exception Checklist, and Design Exception letter (as required)

25% Plans – PDF's of each

65% Plans – PDF's; quantities and cost estimate

90% Plans – PDF's of each; quantities and cost estimate

Final Plan Set – 1 full size original and a PDF of the final plan set to include sealed sheets for all disciplines: quantities and cost estimate, and special provisions.

3.0 Storm Water Management for Access Road

- a. Field Work, Supplemental Surveys, Pre-Design Meeting
 - i. Conduct field visit to review the conditions and constraints of the entire project area. Validate survey data for existing pipe sizes, material, and condition; and assess drainage features which appear to impact the project. Note any existing drainage issues such as erosion and identify any potential sensitive areas such as wetlands, ponds, and existing BMPs.
 - ii. Perform field observations to determine existing outfall sections and drainage patterns.
 - iii. Take photographs of the site.
 - iv. Conduct one pre-design meeting with City of Concord Storm Water staff and Concord-Padgett Airport Staff.

- b. Roadway Drainage Hydrologic and Hydraulic Design
 - i. Pre-Design Review and Data Collection such as aerial photography, land use maps, and soil classification maps.

Provide design calculations for ditches and potential open culverts. Design will include peak discharge determination using Rational Formula, gutter spread calculations if needed, inlet capacity and pipe design.

- c. Storm Water Treatment & Detention (BMP Design)
 - i. Assume BMP design will serve the access road design only.
 - ii. Follow the City of Concord Storm Water Manual and NCDEQ Storm Water Manual for design criteria and water quality & peak discharge requirements.
 - iii. Analyze two alternatives for BMP Design. Provide underground storm water detention chamber sand filter or above ground dry detention pond with sand filter grading contours, outlet control structure details, and supporting calculations.
 - iv. Provide pre versus post project storm water flows.
- d. Final Plan Development
 - i. Complete the Stormwater Management Plan with applicable details and calculations.
 - ii. Prepare a Drainage Summary Sheet.
 - iii. Calculate final quantities and prepare special provisions.
 - iv. Apply for BMP permits through City of Concord Storm Water Department.
- e. Review and Rework
 - i. Revise Drainage & BMP Plans and provide a response to review comments for all minor Concord-Padgett Airport and City of Concord Storm Water comments for two rounds of review by each department. Provide a response to each comment.
 - ii. Comments which require modifications to the concept design or adding additional BMPs presented at the pre-design meeting may require a supplemental agreement.
 - iii. Changes due to unforeseen utility conflicts may require a supplemental agreement.
 - iv. Additional major stormwater BMPs may require a supplemental agreement.

Deliverables: Roadway Drainage Design on Roadway plans and profiles.

Supporting calculations includes: Storm System design output, BMP design output, Time of Concentration calculations, Ditch calculations, Pre vs. Post Outfall Analysis, Site Photos, and Drainage Area Maps.

Drainage & BMP quantities, estimate, and special provisions.

4.0 Erosion Control for Design of Access Road

Prepare erosion control plans in accordance with North Carolina DEQ's Erosion and Sediment Control Design Manual. We anticipate preparing a two-phase erosion control plan: Clearing/Grubbing Phase and Final Phase. Erosion Control design will include plans, land disturbance application, supporting calculations, special provisions, quantities, and details.

- a. Provide a two phased erosion control plan for roadway (clearing & grubbing and final phases).
- b. Provide culvert phasing plan for one culvert extension or replacement.
- c. Provide skimmer basin calculations for up to two skimmer basins.
- d. Provide erosion control general notes sheet and detail sheets.
- e. Assume first erosion control submittal with the second plan submittal.
- f. Provide proposed grading contours on final phase erosion control plans.

- g. Provide updates to storm drainage report with applicable erosion control calculations as required by NCDEQ.
- h. Fill out erosion control permit application and checklist as required by NCDEQ.
- i. Submit erosion control plans and supporting documents to NCDEQ for review after second submittal. Anticipate one round of comments and one re-submittal.

*Deliverables: Two phased erosion control plans for two submittals.
Erosion Control calculations, quantities, and special provisions.*

5.0 Structures (Retaining Wall Design)

Design and develop retaining wall plans in accordance with the NCDOT Structure Design Manual, NCDOT Geotechnical Standard Details, AASHTO LRFD Bridge Design Specifications, NCDOT 2018 Standard Specifications, and the applicable City Standards as follows:

- Modular Block Wall between the end of the existing access road to the end of the designed access road. Modular Block Wall will be designed by Contractor and shop drawings will be submitted for review and approval.

*Deliverables: 90% Plans for review (PDF)
Final Signed/Sealed Plans (PDF)
Special Provisions (PDF)*

6.0 Pavement Marking

TBE will develop final pavement marking plans in conformance with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) as prepared by the National Advisory Committee on Uniform Traffic Control Devices, including subsequent revisions. The MUTCD shall be the edition current as of the NTP.

TBE will prepare final pavement marking plans at a scale of 1" = 50' or as specified by the City. The final pavement marking plans shall detail lane marking, other transverse markings, symbols and legends, and other details. TBE will include a tabulation of material quantities required for implementation. The final pavement marking plans shall be in a format meeting the requirements of the City of Concord.

*Deliverables: Final Pavement Marking Plans
Final Signing Plans
Pavement Marking and Signing Quantities*

Special Services

Task 1 –Geotechnical Investigation

Geotechnical Investigation will include a maximum of 11 test borings within the proposed construction site. Proposed boring depths will extend to approximately 10 feet, except borings

for the retaining walls will extend to approximately 15 feet. The borings will include split-barrel soil sampling at 2.5-foot intervals in the top 10 feet and at 5-foot intervals thereafter. The sampler will be driven in accordance with Standard Penetration Test procedures (ASTM D1586). If refusal to drilling equipment is encountered, the boring will be terminated. Representative samples of soils from the test borings will be retained for visual classification and laboratory testing. Laboratory testing will include but not be limited to Standard Proctor Compaction (ASTM D-698, Laboratory CBR Tests (ASTM D-1883, Atterberg limits tests ASTM D-431, Grainsize– Wash #200 Sieve (ASTM D-1140), and Natural Moisture Content Tests (ASTM D-2216). Field CBR tests will be performed at all test borings using a Kessler dynamic cone penetrometer. Upon completion of the field and laboratory investigation, an engineering report will be provided which will include but not be limited to a site plan showing the location of cores, descriptions of cores, test boring data including pavement and subsurface soil profile and strengths, photographs and laboratory data will be provided. The report will include geotechnical conclusions and recommendations. The conclusions and recommendations will address the condition of the existing pavement system, estimated field CBR values, design CBR recommendations and other pertinent recommendations for repair or re-construction of the pavement materials and new pavement sections. It will also include external stability analysis and recommendations for the proposed retaining wall. The report will be signed and sealed by a professional engineer registered in North Carolina specializing in geotechnical engineering.

Task 2 – Topographic Survey

The topographic survey will cover approximately 4.4 acres that include the proposed construction site of the Commercial Service Terminal Access Road. Existing ground topography and pavement surface elevations will be provided to a 1-foot contour interval standard. Existing pavement edge elevations will be surveyed at 25-foot stations at 25 foot intervals. The location, size, material and invert elevation of storm drainage piping within the survey area will also be provided. The survey will also include establishment of 3 new control monuments (benchmarks) with horizontal coordinates and elevations suitable for construction stakeout.

Amendment 1 Scope of Services: Talbert, Bright & Ellington Inc. (TBE) will provide special services for the preparation of a documented categorical exclusion (CATEX) for the north apron access road at the Concord-Padgett Regional Airport. (JQF).

Task 1 – CATEX

Subtask 1: PROJECT MANAGEMENT

Project goals and objectives will be determined through coordination and consultation with City of Concord (CITY), in order to create a flow chart of activities and a milestone schedule. These two items will provide the CITY and TBE with a sequential scheme of events and the anticipated dates to achieve the CATEX goals.

ASSUMPTION:

1. For budgeting purposes, it was assumed that the CATEX should take three (3) months, not including review by resource and regulatory agencies and public review.
2. No field work is planned, as the areas under consideration have been previously disturbed by prior projects.

Work Item	Time (Days)	Cumulative Time (Days)
Notice to Proceed	0	0
Scoping Meeting	1	1
Document Preparation/In-house Review	30	31
FAA/Client Review	30	61
Document Finalization	30	91

DELIVERABLES:

1. A flow chart of activities and milestone schedule.
2. Attendance at one (1) meeting.

Subtask 2: STATE, FEDERAL, AND LOCAL AGENCY COORDINATION

Coordination will include ongoing public relation activities to ensure that the agencies are kept informed of the project’s progress. Activities to be conducted for this task are as follows:

- A. Continuing research and communication with state, federal, and local environmental agencies.
- B. Preparation of a scoping letter for the North Carolina State Clearinghouse advising of the CITY’s intent to proceed with the preparation of a documented categorical exclusion.

DELIVERABLE:

1. *TBE* will prepare the scoping letter and submit to the NC State Clearinghouse for distribution to agencies.

Subtask 3: CATEGORICAL EXCLUSION CHECKLIST

The environmental impact determination will be conducted in accordance with the requirements of the National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), Federal Aviation Administration (FAA) Order 5050.4B – *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects*,¹ FAA Order 1050.1F – *Environmental Impacts: Policies and Procedures*,² and *1050.1F Desk Reference*.³

¹Federal Aviation Administration, “Order 5050.4B – National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects,” April 28, 2006, <<http://www.faa.gov/>>, accessed June 14, 2023.

²Federal Aviation Administration, “Order 1050.1F – Environmental Impacts: Policies and Procedures,” July 16, 2015, <<http://www.faa.gov/>>, accessed June 14, 2023.

³Federal Aviation Administration Office of Environment and Energy, “1050.1F Desk Reference,” July 2015, <<http://www.faa.gov/>>, accessed June 14, 2023.

Subtask 4: DRAFT CATEGORICAL EXCLUSION DOCUMENTATION

TBE will prepare a draft CATEX in accordance with the requirements of National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), Federal Aviation Administration (FAA) Order 5050.4B – *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects*, FAA Order 1050.1F – *Environmental Impacts: Policies and Procedures*, and *1050.1F Desk Reference*., utilizing the technical material previously collected (Task 3). The document will be concise and will include support documents, as necessary. **Two (2)** electronic copies of the preliminary draft CATEX will be distributed for review and comment. Comments will be incorporated and **three (3) electronic copies** of the approved draft document will be prepared for general distribution to the reviewing agencies. The draft CATEX will address the following items:

- A. ARP SOP No. 5.1 (Effective Date: June 2, 2017) – This section will be included as part of the documentation, as required for **FAA** compliance.
- B. APPENDICES – Appendices will be included only for analytical information that substantiates an analysis pertinent to the document.

ASSUMPTIONS:

1. The **CITY** and **FAA** will review the preliminary draft CATEX document concurrently and will provide comments to **TBE**.
2. **TBE** will assume one (1) concurrent independent review by the **CITY** and **FAA** prior to approval of the draft CATEX.

DELIVERABLES

1. **Two (2) electronic copies** of the preliminary draft CATEX for review.
2. **Three (3) electronic copies** of approved draft CATEX (one to **JQF**, 1 to **FAA**, and 1 to the **NC State Clearinghouse** for distribution to agencies).

Subtask 5: ADVERTISE AND EVALUATE COMMENTS

ASSUMPTIONS:

1. *It is assumed that no public advertisement or public hearing workshop will not be required. If required, this will be done under an amendment to this contract.*

Subtask 6: FINAL CATEGORICAL EXCLUSION DOCUMENTATION

TBE will revise the draft CATEX in accordance with the appropriate regulatory guidance referenced in Task 4. **Two (2)** electronic copies each of the preliminary final CATEX will be distributed for review and comment. Comments will be incorporated and **two (2) electronic copies** of the approved final CATEX will be prepared for general distribution to those agencies having provided substantive comments into the final CATEX. The final CATEX will include but not be limited to addressing the following issues:

- A. Revise project description to reflect changes as a result of circulation of draft CATEX and input received from the public hearing process.
- B. Revise maps and drawings to reflect changes in location, design, and impact.
- C. Attach written comments received following draft CATEX circulation and public information workshop. Address both verbal and written comments received.
- D. List environmental commitments.

ASSUMPTIONS:

- 1. The **CITY** and **FAA** will review the preliminary final CATEX concurrently and will provide comments to the **TBE**.
- 2. **TBE** will assume one (1) concurrent independent review prior to approval of the final CATEX.

DELIVERABLES:

- 1. **Two (2)** electronic copies of the preliminary final CATEX for review.
- 2. **Two (2)** electronic copies of approved final CATEX.

DELIVERABLES FOR THE SPECIAL SERVICES WILL BE AS FOLLOWS:

The Consultant shall provide electronic PDF versions of the Draft and Final CATEX’s.

Cost of Services: The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract; Paragraphs A and B of Section V will apply. The commercial service terminal access road (design and bidding) shall be performed for a lump sum fee, including reimbursable expenses, of **\$9,988.00**. Special Services shall be performed as listed above and as shown in the man-hour summary with a budget of **\$0.00**. The total value of this Work Authorization shall not exceed **\$9,988.00** without additional authorization.

Original Contract	\$348,695.00
Amendment 1	\$9,988.00
TOTAL	\$358,683.00

CITY OF CONCORD:

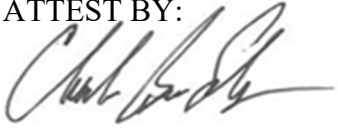
TALBERT, BRIGHT & ELLINGTON, INC.:

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

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

ATTEST BY:

City Clerk

ATTEST BY:


Charles Brian Salyers, P.E.

SEAL

SEAL

APPROVED AS TO FORM:

City Attorney

APPROVAL BY CITY FINANCE OFFICER

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

Jessica Jones, Director of Finance

EXHIBIT 'A'

MANHOUR ESTIMATE

NORTH APRON ACCESS ROAD - AMENDMENT 1

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBI PROJECT NO: 2203-2204

June 29, 2023

PROJECT FORMULATION/DEVELOPMENT PHASE (01)

DESCRIPTION	PRIN \$ 290	PM \$ 220	SP \$ 175	E5 \$ 180	E4 \$ 150	E2 \$ 110	T5 \$ 150	AD5 \$ 140	AD3 \$ 66
<i>PRELIMINARY PROJECT SCOPING</i>									
Develop Project Scope/Contract	1	1	0	0	0	0	0	0	0
<i>TASK 1 - PROJECT MANAGEMENT</i>									
Project Management	1	2	0	0	0	0	0	8	0
<i>TASK 2 - STATE, FEDERAL, AND LOCAL AGENCY COORDINATION</i>									
Scoping Letter	0	1	0	0	0	0	0	0	0
<i>TASK 3 - DRAFT CATEGORICAL EXCLUSION</i>									
Checklist	0	8	0	0	0	0	0	0	0
Comments and Coordination	0	2	0	0	0	0	0	0	0
Preliminary Draft Categorical Exclusion	1	2	2	0	0	0	0	0	0
Final Draft Categorical Exclusion	1	2	2	0	0	0	0	0	0
<i>TASK 4 - FINAL CATERGORICAL EXCLUSION</i>									
Revise Draft Categorical Exclusion	0	4	2	0	0	0	0	0	0
Preliminary Final Categorical Exclusion	1	4	2	0	0	0	0	0	0
Final Categorical Exclusion	1	4	2	0	0	0	0	0	0
MANHOUR TOTAL	6	30	10	0	0	0	0	8	0

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 226	6	\$ 1,356
Project Manager	PM	\$ 205	30	\$ 6,150
Senior Planner	SP	\$ 150	10	\$ 1,500
Engineer V	E5	\$ 172	-	\$ -
Engineer IV	E4	\$ 138	-	\$ -
Engineer II	E2	\$ 102	-	\$ -
Technician V	T5	\$ 102	-	\$ -
Admin. Assistant IV	AD5	\$ 79	8	\$ 632
Admin. Assistant III	AD3	\$ 66	-	\$ -
		Total	54	
SUBTOTAL				\$ 9,638.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 250.00	0	\$ -
Postage	LS	\$ 500.00	0	\$ -

EXHIBIT 'A'

Miscellaneous expenses (prints, faxes, copies)	LS	\$	350.00	1	\$	350
Travel/Per Diem	LS	\$	2,000.00	0	\$	-
Draft Categorical Exclusion	CE	\$	100.00	0	\$	-
Final Categorical Exclusion	CE	\$	100.00	0	\$	-
<i>SUBTOTAL</i>					\$	<i>350.00</i>

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
S&ME, Inc.	LS		1	\$ -
<i>SUBTOTAL</i>				\$ -

TOTAL CATEX COST: \$ 9,988.00

**CITY OF CONCORD
CONCORD REGIONAL AIRPORT
CONCORD, NORTH CAROLINA
WORK AUTHORIZATION 2303
NORTH AND SOUTH GRAVEL PARKING LOT PAVING (CONSTRUCTION ADMIN.)
JULY 2023
PROJECT NO.: 2203-2303**

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

Scope of Services: Talbert, Bright & Ellington, Inc. (TBE) the **CONSULTANT**, proposed to provide construction administration, quality assurance testing, as-built surveying, and Resident Project Representative services for the North and South Gravel Parking Lot Paving project at the Concord-Padgett Regional Airport in Concord, North Carolina. The intent of this project is to pave the existing gravel lots that are located off Aviation Boulevard. The project will include creating islands, bituminous asphalt pavement, revenue and access control systems, landscaping, and other items to complete the project. Once the project is completed the southern lot is intended for long term parking, and the northern lot for employee parking. This includes the tasks listed in the attached Exhibit 'A' man hour spreadsheet.

Time Schedule:

As agreed, upon by both parties.

Deliverables for the Basic Services will be as follows:

The Consultant shall provide release for construction plans and specifications, PDF versions of record drawing plan sheets, and final Engineer's Report.

Special Services

Task 1 – Full-Time Resident Project Representative

A full-time resident project representative will be provided to observe the construction and other responsibilities in accordance with "Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative" of the Master Contract. Breakdowns are provided for these services related to the bid construction items.

- Resident Project Representative

Not-to-Exceed \$125,190.00

Task 2 – Quality Acceptance Testing

Quality acceptance testing required by the project specifications for this project will be provided. Reports of the tests performed will be provided, along with a summary of all tests performed at project closeout. These respective services will be performed in accordance with NCDOT” Standard Specifications for Roads and Structures”.

- **Quality Assurance Testing**

Not-to-Exceed \$28,025.00

Task 3 – As-Built Survey

The as-built survey will cover the proposed construction site of the North and South Gravel lot paving project. The survey will include topographic and planimetric information. features within the topo area. As-built pavement surface elevations will be provided to a 1-foot contour interval standard. As-built pavement will be surveyed at 25-foot stations at 25-foot offsets, including curbed islands.

- **As-Built Survey**

Not-to-Exceed \$15,705.00

Cost of Services: The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract; Paragraphs A and B of Section V will apply. The North and South Gravel Parking Lot Paving (construction administration) shall be performed for a lump sum fee, including reimbursable expenses, of **\$33,450.00**. Special Additional Services shall be performed for a not to exceed as listed above and as shown in the man-hour summary with a budget of **\$168,920.00**. The total value of this Work Authorization shall not exceed **\$202,370.00** without additional authorization.

CITY OF CONCORD:

TALBERT, BRIGHT & ELLINGTON, INC.:

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

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

ATTEST BY:

ATTEST BY:

City Clerk

Charles Brian Salyers, P.E.

SEAL

SEAL



APPROVED AS TO FORM:

City Attorney

APPROVAL BY CITY FINANCE OFFICER

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

Jessica Jones, Director of Finance

EXHIBIT 'A'

SUMMARY OF FEES

NORTH AND SOUTH GRAVEL PARKING LOT PAVING - CONSTRUCTION ADMINISTRATION (CA)
CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA
AIP PROJECT NO: 3-37-0015-014-2023
TBE PROJECT NO: 2203-2302

July 31, 2023

DESCRIPTION	ESTIMATED COST
BASIC SERVICES	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ -
DESIGN PHASE (04)	\$ -
BIDDING PHASE (05)	\$ -
CONSTRUCTION ADMINISTRATION PHASE (06)	\$ 31,250.00
SUBTOTAL	\$ 31,250.00
EXPENSES	\$ 2,200.00
SUBTOTAL	\$ 2,200.00
SPECIAL SERVICES	
SUBCONSULTANTS	\$ 43,730.00
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	\$ 125,190.00
SUBTOTAL	\$ 168,920.00
TOTAL	\$ 202,370.00

EXHIBIT 'A'

MANHOOR ESTIMATE

NORTH AND SOUTH GRAVEL PARKING LOT PAVING - CONSTRUCTION ADMINISTRATION (CA)
CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA
AIP PROJECT NO: 3-37-0015-014-2023
TBE PROJECT NO: 2203-2302

July 31, 2023

CONSTRUCTION ADMINISTRATION PHASE (06)

DESCRIPTION	PRIN	PM	E5	E3	E2	E1	T5	AD5	AD4
	\$ 290	\$ 220	\$ 180	\$ 125	\$ 110	\$ 90	\$ 150	\$ 140	\$ 95
Develop project scope/work authorization	0	1	0	2	0	0	0	1	0
Prepare contract docs and RFC plans	0	2	0	2	0	4	4	0	1
Coordinate award of contract	0	1	0	0	0	0	0	0	1
Coordinate/conduct preconstruction	0	6	0	0	0	2	1	0	0
Preconstruction minutes	0	1	0	0	0	0	0	1	0
Coordinate/review project schedule	0	1	0	2	0	0	0	0	0
Coordinate/review submittals	0	4	4	10	0	8	0	0	0
Construction visits	0	20	0	8	0	0	0	0	0
Construction observation reports	0	8	0	4	0	0	0	0	0
Review/coordinate field changes	0	4	2	6	0	0	2	0	0
Construction correspondence	0	4	2	6	0	0	0	0	4
Coordinate with subconsultants	0	2	0	4	0	0	0	0	0
Review test results	0	4	0	6	0	8	0	0	0
Process requests for partial payment	0	4	0	8	0	0	0	0	0
Final inspection and punch list	0	6	0	8	0	0	0	0	0
Develop record drawings	0	1	0	4	0	6	4	0	0
Final report	0	1	0	4	0	0	0	1	0
MANHOOR TOTAL	0	70	8	74	0	28	11	3	6

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 290	0	\$ -
Project Manager	PM	\$ 220	70	\$ 15,400
Engineer V	E5	\$ 180	8	\$ 1,440
Engineer III	E3	\$ 125	74	\$ 9,250
Engineer II	E2	\$ 110	0	\$ -
Engineer I	E1	\$ 90	28	\$ 2,520
Technician V	T5	\$ 150	11	\$ 1,650
Admin. Assistant IV	AD5	\$ 140	3	\$ 420
Admin. Assistant III	AD4	\$ 95	6	\$ 570
		Total	200	
SUBTOTAL				\$ 31,250.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 100	1	\$ 100.00
Postage	LS	\$ 100	1	\$ 100.00
Copying	LS	\$ 200	1	\$ 200.00
Reproduction-Rel. for Const.	LS	\$ 1,000	1	\$ 1,000.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 500	1	\$ 500.00
Travel	LS	\$ 300	1	\$ 300.00
SUBTOTAL				\$ 2,200.00

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Quality Acceptance Testing	LS	\$ 28,025.00	1	\$ 28,025.00
As-Built Survey	LS	\$ 15,705.00	1	\$ 15,705.00
SUBTOTAL				\$ 43,730.00

TOTAL CONSTRUCTION ADMIN. COST: \$ 77,180.00

EXHIBIT 'A'

MANHOUR ESTIMATE

NORTH AND SOUTH GRAVEL PARKING LOT PAVING - CONSTRUCTION ADMINISTRATION (CA)
 CONCORD-PADGETT REGIONAL AIRPORT
 CONCORD, NORTH CAROLINA
 AIP PROJECT NO: 3-37-0015-014-2023
 TBE PROJECT NO: 2203-2302

July 31, 2023

RESIDENT PROJECT REPRESENTATIVE (PHASE 51)
 CALENDAR DAYS 90

DESCRIPTION	RPR
	\$ 108
Project review	8
Site mobilization	2
On site inspection	900
Final inspection	4
Punch list inspection	100
Follow up inspection	4
Site demobilization	2
MANHOUR TOTAL	1020

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
RESIDENT ENGINEER	RPR	\$ 108	1020	\$ 110,160
		Total	1,020	
<i>SUBTOTAL</i>				<i>\$ 110,160.00</i>

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 200	1	\$ 200.00
Postage	LS	\$ 200	1	\$ 200.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 300	1	\$ 300.00
Travel	LS	\$ 200	1	\$ 200.00
<i>SUBTOTAL</i>				<i>\$ 900.00</i>

PER DIEM:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
DAILY PER DIEM	PD	\$ 157	90	\$ 14,130
		Total	90	
<i>SUBTOTAL</i>				<i>\$ 14,130.00</i>

TOTAL INSPECTION COST: \$ 125,190.00

**CITY OF CONCORD
CONCORD REGIONAL AIRPORT
CONCORD, NORTH CAROLINA
WORK AUTHORIZATION 2302
HANGARS TAXILANE REHABILITATION (CONSTRUCTION ADMIN.)
APRIL 2023
PROJECT NO.: 2203-2302**

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

Scope of Services: Talbert, Bright & Ellington, Inc. (TBE) the **CONSULTANT**, proposed to provide construction administration, quality assurance testing, as-built surveying, and Resident Project Representative services for the Hangars Taxilane Rehabilitation project at the Concord-Padgett Regional Airport in Concord, North Carolina. The intent of this project is to rehabilitate the existing taxilanes that feed corporate hangars, and the taxilanes that are between the T-Hangars. The project will include full depth pavement reclamation, aggregate base course, bituminous asphalt pavement, and other items to complete the project. The project includes areas that are eligible for Airport Improvement Program (AIP) funding, and areas that are not eligible for AIP funding (referenced as Non-AIP). This includes the tasks listed in the attached Exhibit ‘A’ man hour spreadsheet.

Time Schedule:

As agreed, upon by both parties.

Deliverables for the Basic Services will be as follows:

The Consultant shall provide PDF versions of record drawing plan sheets, and final Engineer’s Report.

Special Services

Task 1 – Full-Time Resident Project Representative

A full-time resident project representative will be provided to observe the construction and other responsibilities in accordance with “Section IV – Duties, Responsibilities, and Limitations of Authority of the Resident Project Representative” of the Master Contract. Breakdowns are provided for these services related to the bid construction items.

- Resident Project Representative -A IP Eligible	Not-to-Exceed \$77,190.72
- Resident Project Representative - Non-AIP Eligible	Not-to-Exceed \$56,658.28

Task 2 – Quality Acceptance Testing

Quality acceptance testing and special inspections required by the project specifications for this project will be provided. Reports of the tests performed will be provided, along with a summary of all tests performed at project closeout. These respective services will be performed in accordance with the FAA’s technical specifications.

- **Quality Assurance Testing - AIP Eligible** **Not-to-Exceed \$43,592.50**
- **Quality Assurance Testing - Non-AIP Eligible** **Not-to-Exceed \$27,823.50**

Task 3 – As-Built Survey

The as-built survey will cover the proposed construction site of the taxiway strengthening. The survey will include locations of all visible planimetric features within the topo area. As-built pavement surface elevations will be provided to a 1-foot contour interval standard. As-built pavement will be surveyed at 50-foot stations at 25-foot offsets, including centerline and edge shots.

- **As-Built Survey - AIP Eligible** **Not-to-Exceed \$11,606.10**
- **As-Built Survey – Non-AIP Eligible** **Not-to-Exceed \$8,518.90**

Cost of Services: The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract; Paragraphs A and B of Section V will apply. The Hangars Taxilane Rehabilitation (construction administration) shall be performed for a lump sum fee, including reimbursable expenses, of **\$55,940.00**. Special Additional Services shall be performed for a not to exceed as listed above and as shown in the man-hour summary with a budget of **\$225,390.00**. The total value of this Work Authorization shall not exceed **\$281,330.00** without additional authorization.

CITY OF CONCORD:

TALBERT, BRIGHT & ELLINGTON, INC.:

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

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

ATTEST BY:

ATTEST BY:

City Clerk

Charles Brian Salyers, P.E.

SEAL

SEAL

APPROVED AS TO FORM:

City Attorney

APPROVAL BY CITY FINANCE OFFICER

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

Jessica Jones, Director of Finance

EXHIBIT 'A'

SUMMARY OF FEES

HANGARS TAXILANE REHABILITATION - CONSTRUCTION ADMINISTRATION (CA)

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO: 3-37-0015-014-2023

TBE PROJECT NO: 2203-2302

April 6, 2023

DESCRIPTION	ESTIMATED COST
BASIC SERVICES	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ -
DESIGN PHASE (04)	\$ -
BIDDING PHASE (05)	\$ -
CONSTRUCTION ADMINISTRATION PHASE (06) - AIP ELIGIBLE	\$ 46,090.00
CONSTRUCTION ADMINISTRATION PHASE (06) - NON-AIP ELIGIBLE	\$ 7,650.00
SUBTOTAL	\$ 53,740.00
EXPENSES	\$ 2,200.00
SUBTOTAL	\$ 2,200.00
SPECIAL SERVICES	
SUBCONSULTANTS - AIP ELIGIBLE	\$ 55,198.60
SUBCONSULTANTS - NON-AIP ELIGIBLE	\$ 36,342.40
INSPECTION - RESIDENT PROJECT REPRESENTATIVE - AIP ELIGIBLE	\$ 77,190.72
INSPECTION - RESIDENT PROJECT REPRESENTATIVE - NON-AIP ELIGIBLE	\$ 56,658.28
SUBTOTAL	\$ 225,390.00
TOTAL	\$ 281,330.00

EXHIBIT 'A'

MANHOOR ESTIMATE

HANGARS TAXILANE REHABILITATION - CONSTRUCTION ADMINISTRATION (CA)
 CONCORD-PADGETT REGIONAL AIRPORT
 CONCORD, NORTH CAROLINA
 AIP PROJECT NO: 3-37-0015-014-2023
 TBE PROJECT NO: 2203-2302

April 6, 2023

CONSTRUCTION ADMINISTRATION PHASE (06) - AIP ELIGIBLE

DESCRIPTION	PRIN \$ 290	PM \$ 220	E5 \$ 180	E3 \$ 125	E2 \$ 110	E1 \$ 90	T5 \$ 150	AD5 \$ 140	AD4 \$ 95
Prepare FAA grant application	0	1	0	2	0	0	1	0	0
Develop project scope/work authorization	1	1	0	2	0	0	0	1	0
Prepare contract docs and RFC plans	0	2	0	2	0	4	4	0	2
Coordinate award of contract	0	1	0	0	0	0	0	0	2
Coordinate/conduct preconstruction	0	8	0	0	0	2	1	0	0
Preconstruction minutes	0	1	0	0	0	0	0	2	0
Coordinate/review project schedule	0	2	0	4	0	0	0	0	0
Coordinate/review submittals	0	4	8	12	0	10	0	0	0
Construction visits	2	32	0	8	0	0	0	0	0
Construction observation reports	0	10	0	6	0	0	0	0	0
Review/coordinate field changes	2	6	8	8	0	0	4	0	0
Construction correspondence	1	8	4	8	0	0	0	0	4
Review test results	0	4	6	8	0	8	0	0	0
Process requests for partial payment	0	6	0	12	0	0	0	0	0
Final inspection and punch list	0	6	0	10	0	0	0	0	0
Develop record drawings	0	4	0	4	0	6	8	0	0
Final report	0	2	0	4	0	0	0	2	0
MANHOOR TOTAL	6	98	26	90	0	30	18	5	8

DIRECT LABOR EXPENSES:

CLASSIFICATION	BILL RATE	EST. MHRS	EST. COST
Principal	PRIN \$	290	6 \$ 1,740
Project Manager	PM \$	220	98 \$ 21,560
Engineer V	E5 \$	180	26 \$ 4,680
Engineer III	E3 \$	125	90 \$ 11,250
Engineer II	E2 \$	110	0 \$ -
Engineer I	E1 \$	90	30 \$ 2,700
Technician V	T5 \$	150	18 \$ 2,700
Admin. Assistant IV	AD5 \$	140	5 \$ 700
Admin. Assistant III	AD4 \$	95	8 \$ 760
	Total	281	
<i>SUBTOTAL</i>			\$ 46,090.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 100	1	\$ 100.00
Postage	LS	\$ 100	1	\$ 100.00
Copying	LS	\$ 200	1	\$ 200.00
Reproduction-Rel. for Const.	LS	\$ 1,000	1	\$ 1,000.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 500	1	\$ 500.00
Travel	LS	\$ 300	1	\$ 300.00
<i>SUBTOTAL</i>				\$ 2,200.00

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Quality Acceptance Testing	LS	\$ 43,592.50	1	\$ 43,592.50
As-Built Survey	LS	\$ 11,606.10	1	\$ 11,606.10
<i>SUBTOTAL</i>				\$ 55,198.60

TOTAL CONSTRUCTION ADMIN. COST: \$ 103,488.60

EXHIBIT 'A'

MANHOUR ESTIMATE

HANGARS TAXILANE REHABILITATION - CONSTRUCTION ADMINISTRATION (CA)
 CONCORD-PADGETT REGIONAL AIRPORT
 CONCORD, NORTH CAROLINA
 AIP PROJECT NO: 3-37-0015-014-2023
 TBE PROJECT NO: 2203-2302

April 6, 2023

CONSTRUCTION ADMINISTRATION PHASE (06) - NON-AIP ELIGIBLE

DESCRIPTION	PRIN \$ 290	PM \$ 220	E5 \$ 180	E3 \$ 125	E2 \$ 110	E1 \$ 90	T5 \$ 150	AD5 \$ 140	AD4 \$ 95
Prepare FAA grant application	0	0	0	0	0	0	0	0	0
Develop project scope/work authorization	0	1	0	0	0	0	0	1	0
Prepare contract docs and RFC plans	0	0	0	0	0	0	0	0	0
Coordinate award of contract	0	0	0	0	0	0	0	0	0
Coordinate/conduct preconstruction	0	2	0	0	0	0	0	0	0
Preconstruction minutes	0	1	0	0	0	0	0	0	0
Coordinate/review project schedule	0	0	0	0	0	0	0	0	0
Coordinate/review submittals	0	0	0	0	0	0	0	0	0
Construction visits	0	8	0	4	0	0	0	0	0
Construction observation reports	0	1	0	1	0	0	0	0	0
Review/coordinate field changes	0	2	0	2	0	0	0	0	0
Construction correspondence	0	2	0	2	0	0	0	0	1
Review test results	0	2	0	2	0	0	0	0	0
Process requests for partial payment	0	0	0	0	0	0	0	0	0
Final inspection and punch list	0	2	0	2	0	0	0	0	0
Develop record drawings	0	1	0	1	0	2	2	0	0
Final report	0	1	0	1	0	0	0	0	0
MANHOUR TOTAL	0	23	0	15	0	2	2	1	1

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 290	0	\$ -
Project Manager	PM	\$ 220	23	\$ 5,060
Engineer V	E5	\$ 180	0	\$ -
Engineer III	E3	\$ 125	15	\$ 1,875
Engineer II	E2	\$ 110	0	\$ -
Engineer I	E1	\$ 90	2	\$ 180
Technician V	T5	\$ 150	2	\$ 300
Admin. Assistant IV	AD5	\$ 140	1	\$ 140
Admin. Assistant III	AD4	\$ 95	1	\$ 95
	Total		44	
SUBTOTAL				\$ 7,650.00

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Quality Acceptance Testing	LS	\$ 27,823.50	1	\$ 27,823.50
As-Built Survey	LS	\$ 8,518.90	1	\$ 8,518.90
<i>Miscellaneous expenses</i>				<i>\$ 36,342.40</i>

TOTAL CONSTRUCTION ADMIN. COST: \$ 43,992.40

TOTAL CONSTRUCTION ADMIN. COST: \$ 7,650.00

EXHIBIT 'A'

MANHOOR ESTIMATE

HANGARS TAXILANE REHABILITATION - CONSTRUCTION ADMINISTRATION (CA)
 CONCORD-PADGETT REGIONAL AIRPORT
 CONCORD, NORTH CAROLINA
 AIP PROJECT NO: 3-37-0015-014-2023
 TBE PROJECT NO: 2203-2302

April 6, 2023

RESIDENT PROJECT REPRESENTATIVE (PHASE 51)
 CALENDAR DAYS 97

DESCRIPTION	RPR
	\$ 108
Project review	8
Site mobilization	2
On site inspection	970
Final inspection	4
Punch list inspection	100
Follow up inspection	4
Site demobilization	2
MANHOOR TOTAL	1090

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
RESIDENT ENGINEER	RPR	\$ 108	1090	\$ 117,720
		Total	1,090	
<i>SUBTOTAL</i>				<i>\$ 117,720.00</i>

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ 200	1	\$ 200.00
Postage	LS	\$ 200	1	\$ 200.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 300	1	\$ 300.00
Travel	LS	\$ 200	1	\$ 200.00
<i>SUBTOTAL</i>				<i>\$ 900.00</i>

PER DIEM:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
DAILY PER DIEM	PD	\$ 157	97	\$ 15,229
		Total	97	
<i>SUBTOTAL</i>				<i>\$ 15,229.00</i>

TOTAL INSPECTION COST: \$ 133,849.00
TOTAL INSPECTION COST - AIP ELIGIBLE: \$ 77,190.72
TOTAL INSPECTION COST - NON-AIP ELIGIBLE: \$ 56,658.28

**CITY OF CONCORD
QUOTE TABULATION FORM**

Spring St S Ph1 Concrete Road Replacement

LOCATION: ALFRED M. BROWN OPERATIONS CENTER, 635 Alfred Brown Jr. Court SW, CONCORD, NC

TIME: 2:00P.M.

DATE: August 30, 2023

Contractor				Performance Managed Construction, Inc		Piedmont Asphalt Paving Co. Inc.		Reeves Construction Co.	
N.C. License No.				70731		45869		987	
Address				PO Box 501		PO Box 5226		18606 Northline Drive	
City, State Zip				Concord, NC 28026		Concord, NC 28027		Cornelius, NC 28031	
No.	Item	Units	Quantity	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
Control of Work									
1	Mobilization	LS	1	\$97,750.00	\$97,750.00	\$50,000.00	\$50,000.00	\$129,000.00	\$129,000.00
2	Traffic Control	LS	1	\$55,500.00	\$55,500.00	\$80,000.00	\$80,000.00	\$347,500.00	\$347,500.00
3	Survey & Staking	LS	1	\$40,000.00	\$40,000.00	\$40,000.00	\$40,000.00	\$17,000.00	\$17,000.00
Concrete									
4	4" Concrete Sidewalk	SY	90	\$75.00	\$6,750.00	\$120.00	\$10,800.00	\$54.00	\$4,860.00
5	6" Driveways and Sidewalk	SY	400	\$85.00	\$34,000.00	\$220.00	\$88,000.00	\$112.50	\$45,000.00
6	6" Thk. ADA Ramp (includes ADA mats)	EA	2	\$2,000.00	\$4,000.00	\$1,000.00	\$2,000.00	\$1,800.00	\$3,600.00
7	2'-6" Curb & Gutter	LF	5,600	\$30.00	\$168,000.00	\$52.00	\$291,200.00	\$24.00	\$134,400.00
8	Misc. Concrete	CY	75	\$200.00	\$15,000.00	\$500.00	\$37,500.00	\$204.00	\$15,300.00
Earthwork/Demolition									
9	Grading [includes all erosion control measures]	LS	1	\$450,000.00	\$450,000.00	\$224,700.00	\$224,700.00	\$350,000.00	\$350,000.00
10	Stabilization Fabric	SY	3,000	\$2.00	\$6,000.00	\$6.00	\$18,000.00	\$9.50	\$28,500.00
11	Demolition of Existing Concrete & Asphalt surface, curb & gutter, sidewalk, etc.	LS	1	\$398,000.00	\$398,000.00	\$267,300.00	\$267,300.00	\$370,000.00	\$370,000.00
12	Undercut Unsuitable Soil	CY	2,160	\$10.00	\$21,600.00	\$25.00	\$54,000.00	\$56.00	\$120,960.00
Utility									
13	Adjust Water Valve	EA	22	\$250.00	\$5,500.00	\$750.00	\$16,500.00	\$1,350.00	\$29,700.00
14	Adjust Catch Basin(s) as required	EA	4	\$500.00	\$2,000.00	\$750.00	\$3,000.00	\$4,000.00	\$16,000.00
15	Adjust Manholes	EA	15	\$500.00	\$7,500.00	\$750.00	\$11,250.00	\$3,500.00	\$52,500.00
Asphalt/Stone									
16	Surface Course 3" S9.5B	TN	1,600	\$125.00	\$200,000.00	\$180.00	\$288,000.00	\$143.00	\$228,800.00
17	Intermediate Course 2.25" I19.0B	TN	1,200	\$125.00	\$150,000.00	\$186.00	\$223,200.00	\$137.00	\$164,400.00
18	Base Course B25	TN	550	\$125.00	\$68,750.00	\$300.00	\$165,000.00	\$212.00	\$116,600.00
19	ABC Stone (Base)	TN	6,100	\$35.00	\$213,500.00	\$65.00	\$396,500.00	\$68.00	\$414,800.00
20	ABC Stone (Driveway Tie-Ins and Incidental)	TN	175	\$50.00	\$8,750.00	\$65.00	\$11,375.00	\$162.00	\$28,350.00
Seeding/Mulching									
21	Seed and Mulch	SY	2,500	\$2.00	\$5,000.00	\$9.00	\$22,500.00	\$3.00	\$7,500.00
TOTAL BASE BID (ITEMS 1 THRU 21).....					\$1,957,600.00		\$2,300,825.00		\$2,624,770.00
+ 15% CONTINGENCY					\$293,640.00		\$345,123.75		\$393,715.50
TOTAL BID					\$2,251,240.00		\$2,645,948.75		\$3,018,485.50

This is to certify that quotes tabulated herein were received before 2:00P.M. on August 30th, 2023, in the Alfred M. Brown Operations Center located at 635 Alfred Brown Jr. Court SW, Concord, North Carolina.

This Certified Quote Tabulation is true and correct to the best of my abilities and knowledge.

(amounts rounded up to nearest \$0.01)

signed: *George Edwards Jr*, PE

George Edwards Jr., P.E., Transportation Project Engineer

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: Personal Property -- Single Family Home
2. Name and address of owner(s)/developer(s): Kapricia Reid
4511 Zion Church Road, Concord, NC 28025
3. Owner(s)/developer(s) telephone: 704-796-1591 Fax: _____
4. Name and address of surveyor/engineer: N/A
5. Surveyor/engineer's telephone: _____ 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: _____
Kapricia Reid, 4511 Zion Church Road, Concord, NC 28025
8. Telephone number of person to whom comments should be sent: 704-796-1591
Fax: _____
9. Location of property: 640 Piney Church Rd, Concord, NC
10. Cabarrus County P.I.N.#: 5538 36 3920 0000
11. Current zoning classification: _____
12. Total acres: 0.93A Total lots proposed: _____
13. Brief Description of development: Single Family Home
14. Proposed Construction Schedule N/A
15. Type of Service requested Water and Sewer

8/1/2023
Date


Signature of Owner/Agent
Kapricia Reid
Name (printed)

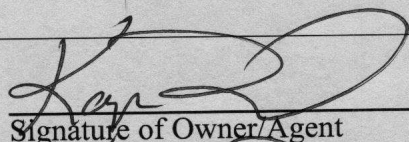
NOTE: By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

Staff Use Only:	
Received by: _____	Date: _____

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: Personal Property -- Single Family Home
2. Name and address of owner(s)/developer(s): Kapricia Reid
4511 Zion Church Road, Concord, NC 28025
3. Owner(s)/developer(s) telephone: 704-796-1591 Fax: _____
4. Name and address of surveyor/engineer: N/A
5. Surveyor/engineer's telephone: _____ 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: _____
Kapricia Reid, 4511 Zion Church Road, Concord, NC 28025
8. Telephone number of person to whom comments should be sent: 704-796-1591
Fax: _____
9. Location of property: 4511 Zion Church Rd, Concord, NC 28025
10. Cabarrus County P.I.N.#: 5538 07 7418 0000
11. Current zoning classification: _____
12. Total acres: 1.10A Total lots proposed: _____
13. Brief Description of development: Single Family Home already in place. Currently
have well and septic system.
14. Proposed Construction Schedule N/A
15. Type of Service requested Water and Sewer

8/1/2023
Date


Signature of Owner/Agent
Kapricia Reid
Name (printed)

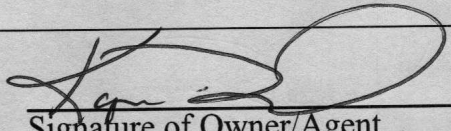
NOTE: By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

Staff Use Only:	
Received by: _____	Date: _____

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: Personal Property -- Single Family Home
2. Name and address of owner(s)/developer(s): Kapricia Reid
4511 Zion Church Road, Concord, NC 28025
3. Owner(s)/developer(s) telephone: 704-796-1591 Fax: _____
4. Name and address of surveyor/engineer: N/A
5. Surveyor/engineer's telephone: _____ 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: _____
Kapricia Reid, 4511 Zion Church Road, Concord, NC 28025
8. Telephone number of person to whom comments should be sent: 704-796-1591
Fax: _____
9. Location of property: 4735 Rufus Ct, Concord, NC 28025
10. Cabarrus County P.I.N.#: 5538 36 3500 0000
11. Current zoning classification: _____
12. Total acres: 0.93A Total lots proposed: _____
13. Brief Description of development: Single Family Home
14. Proposed Construction Schedule N/A
15. Type of Service requested Water and Sewer

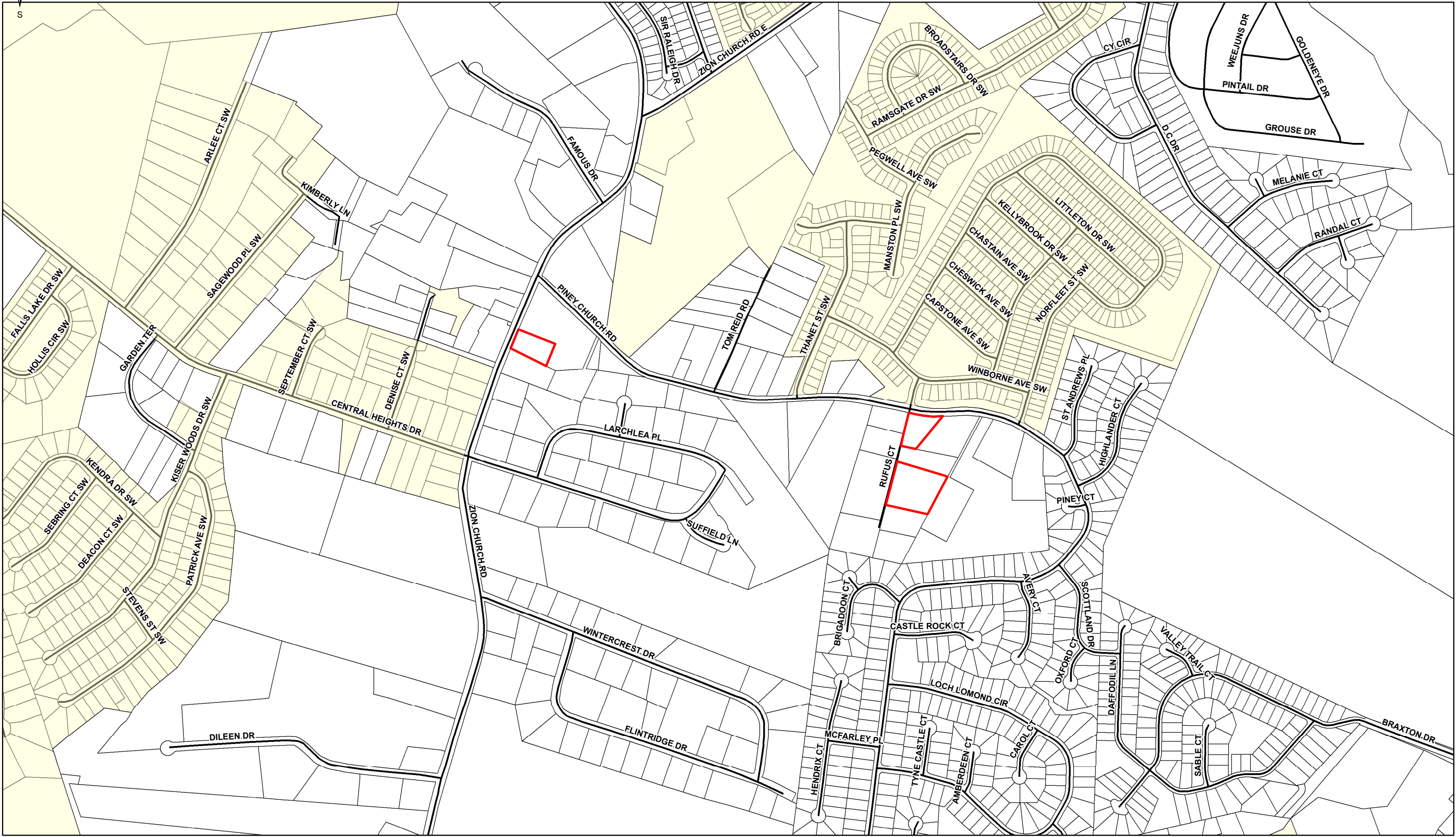
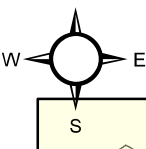
8/1/2023
Date


Signature of Owner/Agent
Kapricia Reid
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 - Reid



AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4603000	Grant Proceeds	\$20,000	\$116,171	\$96,171
Total				\$96,171

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4160-5800429	Grant Expenditures	\$0	\$96,171	\$96,171
Total				\$96,171

Reason: To appropriate the State and Local Cybersecurity Grant Program Fiscal Year 2022 awarded in the amount of \$96,171.

Adopted this 14th day of September, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 42.335 ACRES OF
PROPERTY LOCATED AT 1085 COPPERFIELD BLVD NE, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by the City of Concord, on September 14th, 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 August 10, 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 14th day of September 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 14th day of September, 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 14th day of September 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



MEMORADUM

DATE: Thursday, August 24, 2023
TO: Sue Hyde, Director of Engineering
FROM: Gary Stansbury, Construction Manager
SUBJECT: Infrastructure Acceptance
PROJECT NAME: Project Lily Concord (Eli Lily-Cardinal)
PROJECT NUMBER: 2021-082
DEVELOPER: Gilbane Buidling Company
FINAL CERTIFICATION - LOT NUMBERS: Fire Line Only
INFRASTRUCTURE TYPE: Water and Sewer
COUNCIL ACCEPTANCE DATE: Thursday, September 14, 2023
ONE-YEAR WARRANTY DATE: Saturday, September 14, 2024

Water Infrastructure	Quantity
12-inch in LF	175.00
12-inch Valves	1



MEMORADUM

DATE: Wednesday, August 23, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Oaklawn Townhomes
 PROJECT NUMBER: 2020-012
 DEVELOPER: Oaklawn Project I, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 76-103, 131-136 and 177-189
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, September 14, 2023
 ONE-YEAR WARRANTY DATE: Saturday, September 14, 2024

Water Infrastructure	Quantity
8-inch in LF	1395.00
8-inch Valves	8
Hydrants	2

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1240.00
Manholes as EA	3



MEMORADUM

DATE: Monday, August 07, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Goodson Place SW
 PROJECT NUMBER: 2016-026
 DEVELOPER: JJJF, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Site-Archived
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, September 14, 2023
 ONE-YEAR WARRANTY DATE: Saturday, September 14, 2024

Water Infrastructure	Quantity
2-inch in LF	132.00
2-inch Valves	2

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	154.00
Manholes as EA	1



MEMORADUM

DATE: Monday, August 14, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: The Springs Business Park
 PROJECT NUMBER: 2021-030A
 DEVELOPER: Fortius Capital Partners, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Site
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, September 14, 2023
 ONE-YEAR WARRANTY DATE: Saturday, September 14, 2024

Water Infrastructure	Quantity
8-inch in LF	615.00
8-inch Valves	7
6-inch in LF	27.00
6-inch Valves	1
Hydrants	1

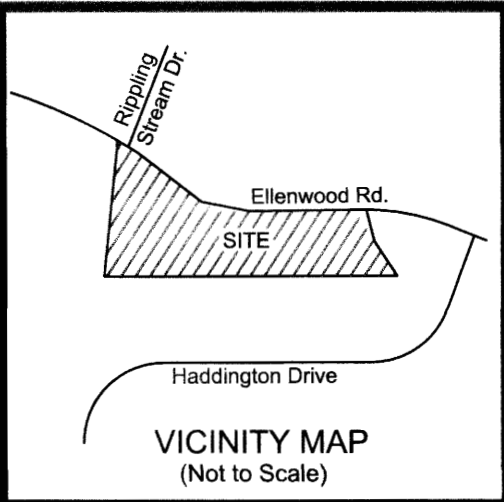
Sanitary Sewer Infrastructure	Quantity
8-inch in LF	148.00
Manholes as EA	3



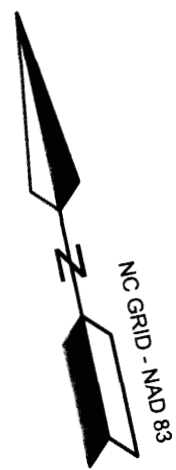
MEMORADUM

DATE: Monday, July 31, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: Dalton Woods Subdivision
 PROJECT NUMBER: 2019-011
 DEVELOPER: Dalton Woods, LLC
 COUNCIL ACCEPTANCE DATE: Thursday, September 14, 2023
 ONE-YEAR WARRANTY DATE: Thursday, September 12, 2024

Street	Length in LF	ROW in FT	Plat
Dalton Woods CT NW	1225.00	50.00	Final Plat
Hunley CT NW	154.00	50.00	Final Plat
Dalton Park LN NW	31.00	50.00	Final Plat
Total	1410.00		



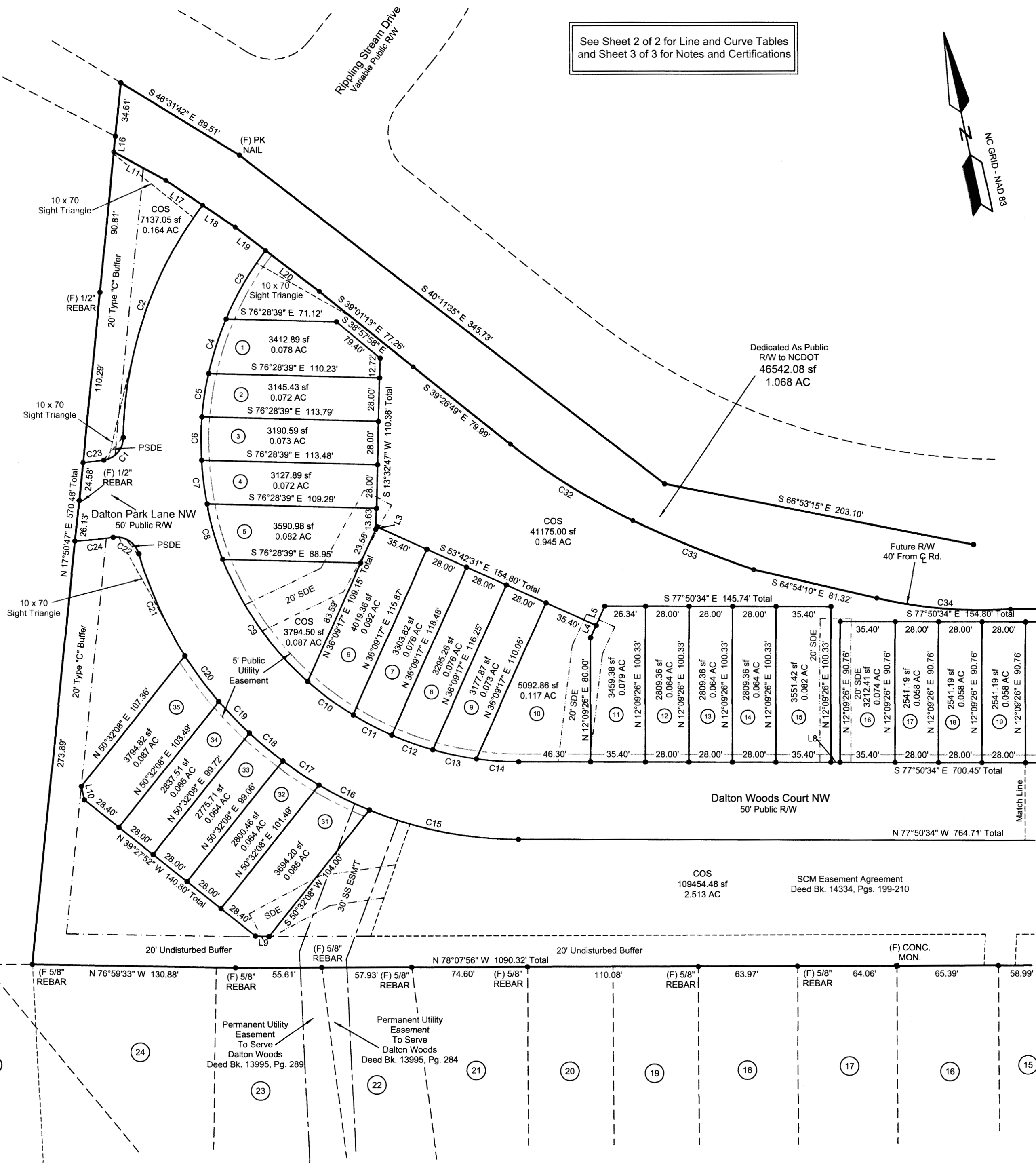
See Sheet 2 of 2 for Line and Curve Tables and Sheet 3 of 3 for Notes and Certifications



LEGEND

- RW - RIGHT OF WAY
- (F) - FOUND
- (B) - BENT
- a/s - AS SHOWN
- CP - CALCULATED POINT
- COS - COMMON OPEN SPACE
- SDE - PRIVATE STORM DRAINAGE EASEMENT
- PSDE - PUBLIC STORM DRAINAGE EASEMENT
- PUE - PRIVATE UTILITY EASEMENT
- SS - SANITARY SEWER

Ellenwood Park Subdivision
Map Bk. 85, Pg. 53
Cabarrus Co. Registry



HV-101 N: 602646.68 E: 1476795.68 EL: 675.54 NAD 83/NAVD 88	HV-103 N: 602497.88 E: 1478503.67 EL: 753.49 NAD 83/NAVD 88	HV-101 to HV-103 S 85°01'15" E 1714.46' Grid 1714.67' Ground SF: 0.99987537
5/8" REBAR N: 603744.71 E: 1476970.74 NAD 83	HV-101 to 5/8" REBAR N 09°03'31" E 1111.90' Grid 1112.04' Ground	

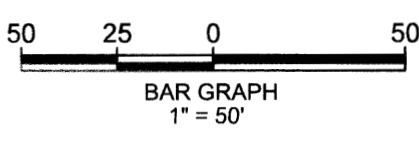


R. Scott Dyer
1/14/2020

Haddington Village
Map Bk. 38, Pg. 110 & Bk. 40, Pg. 25
Cabarrus Co. Registry

Impervious Area
Area of Homesite Coverage = 82,130 sq. ft.
Roadway/Parking = 36,133 sq. ft.
Sidewalks = 19,715 sq. ft.
Total Impervious Area = 137,978 sq. ft.

RV-CD SETBACKS	
FRONT	20'
SIDEYARD	7'
REARYARD	5'



FILED Feb 10, 2021 01:34 pm
BOOK 00087
PAGE 0017 thru 0017
INSTRUMENT # 05854
EXCISE TAX \$0.00

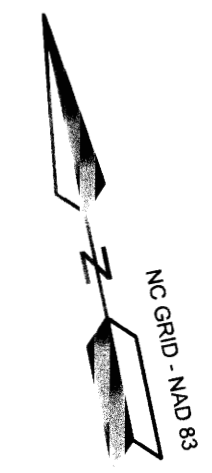
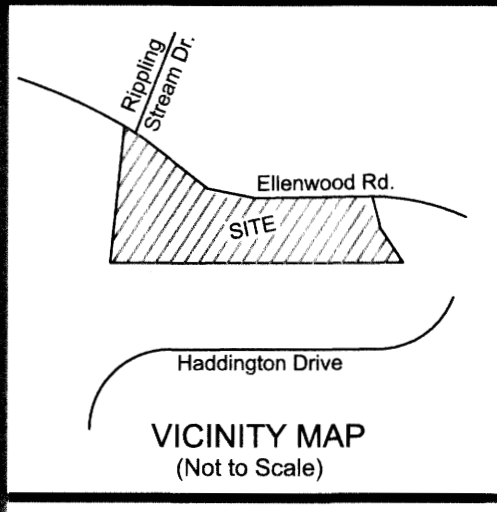
FILED
CABARRUS
COUNTY NC
WAYNE NIXON
REGISTER
OF DEEDS

SHEET 1 OF 3	DATE	REVISION	BY	DRAWN BY S. Kimrey	CHECKED BY S. Dyer	N.I.S. NO. 17079	SCALE 1" = 50'	DATE May 28, 2020	Prepared for: Dalton Woods, LLC	Owner: Dalton Woods, LLC 1401 E. 7th St., Ste. 200 Charlotte, NC 28024	NORSTAR LAND SURVEYING, INC. 552-B Newell Street NW Concord, NC 28025 Ph 704 721 6651 Fax 704 721 6653 Firm Lic. # C-2294				
									Dalton Woods			City of Concord Township No. 2 Cabarrus County, NC		RECORD PLAT	

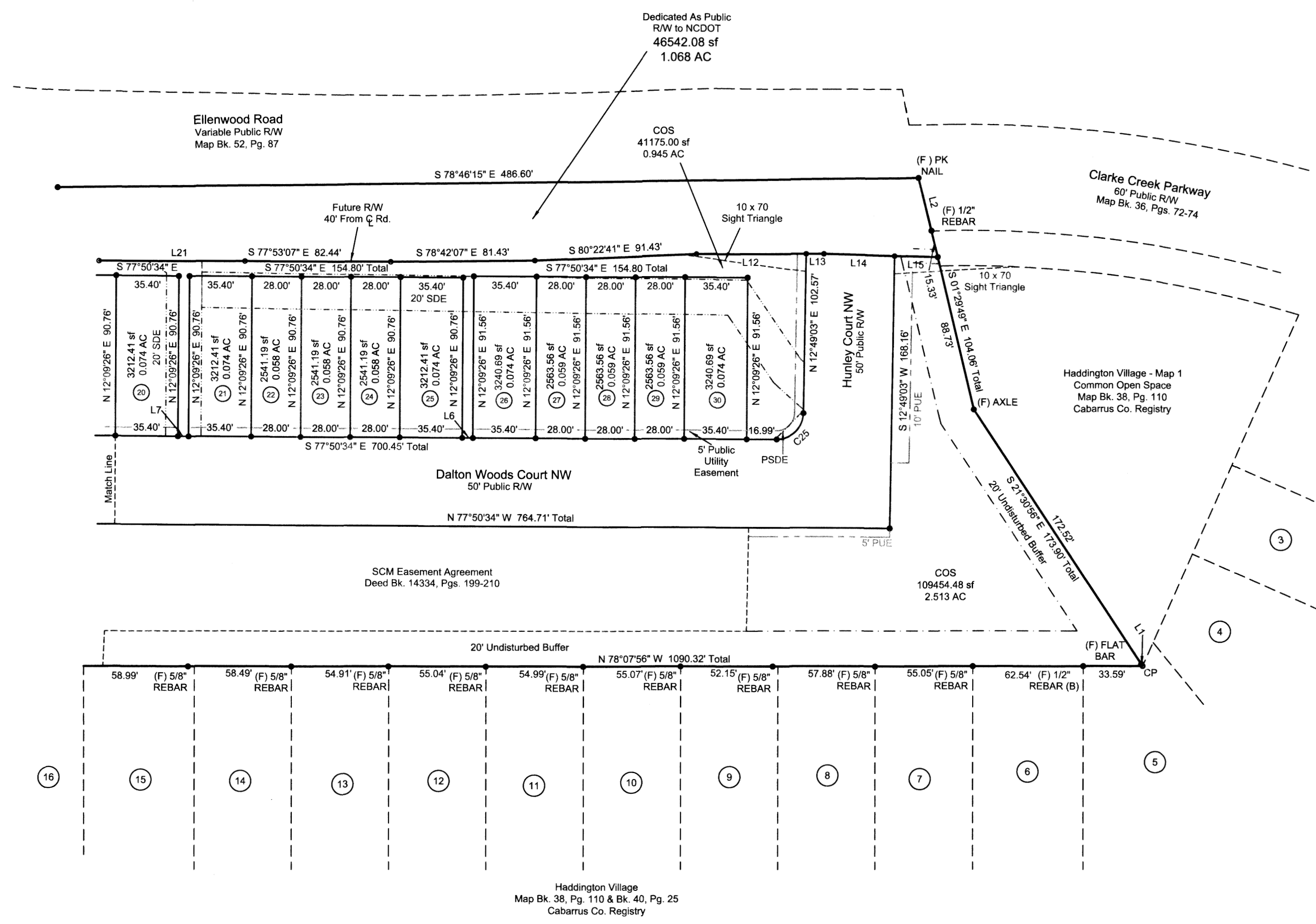


8787 Pg 17

See Sheet 3 of 3 for Notes and Certifications



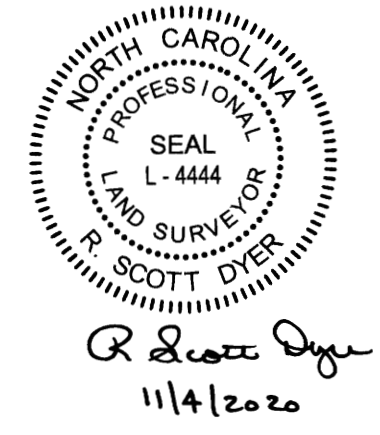
- LEGEND**
- RW - RIGHT OF WAY
 - (F) - FOUND
 - (B) - BENT
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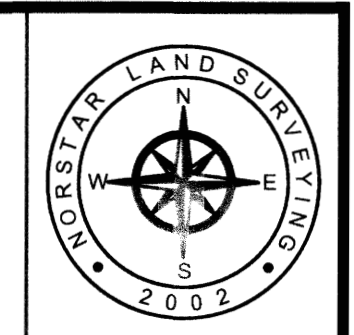
Curve	Radius	Arc	Chord	Chord Bearing
C1	15.00'	21.07'	19.38'	N 53°08'12" E
C2	255.00'	160.86'	158.20'	N 30°58'14" E
C3	205.00'	51.23'	51.09'	S 42°12'20" W
C4	205.00'	36.94'	36.89'	S 29°53'04" W
C5	205.00'	28.25'	28.23'	S 20°46'29" W
C6	205.00'	28.02'	28.00'	S 12°54'40" W
C7	205.00'	28.33'	28.31'	S 05°02'08" W
C8	205.00'	37.19'	37.14'	S 04°07'18" E
C9	205.00'	96.69'	95.79'	S 22°49'51" E
C10	205.00'	36.29'	36.25'	S 41°24'51" E
C11	205.00'	28.07'	28.05'	S 50°24'32" E
C12	205.00'	28.11'	28.08'	S 58°15'35" E
C13	205.00'	28.69'	28.66'	S 66°11'46" E
C14	205.00'	27.33'	27.31'	S 74°01'26" E
C15	255.00'	98.42'	97.81'	N 66°47'09" W
C16	255.00'	36.24'	36.21'	N 51°39'26" W
C17	255.00'	28.12'	28.11'	N 44°25'35" W
C18	255.00'	28.02'	28.01'	N 38°07'09" W
C19	255.00'	28.27'	28.25'	N 31°47'43" W
C20	255.00'	36.67'	36.64'	N 24°30'00" W
C21	255.00'	72.27'	72.03'	N 12°15'40" W
C22	15.00'	21.52'	19.72'	N 45°14'07" W
C23	205.00'	13.38'	13.38'	S 84°45'21" E
C24	255.00'	24.77'	24.76'	N 83°32'45" W
C25	15.00'	23.39'	21.09'	N 57°29'14" E
C32	403.68'	93.23'	93.02'	S 46°03'48" E
C33	752.00'	84.14'	84.10'	S 55°53'07" E
C34	296.43'	86.59'	86.29'	S 73°16'18" E

Line	Bearing	Distance
L1	S 21°30'56" E	1.38'
L2	S 01°55'40" E	30.77'
L3	N 36°09'17" E	1.98'
L4	N 36°09'17" E	8.63'
L5	N 36°09'17" E	13.62'
L6	S 77°50'34" E	6.00'
L7	S 77°50'34" E	6.00'
L8	S 77°50'34" E	6.00'
L9	N 75°43'54" W	8.68'
L10	N 00°51'03" W	8.96'
L11	S 49°13'34" E	38.26'
L12	S 78°10'44" E	62.09'
L13	S 78°10'44" E	10.02'
L14	S 76°30'03" E	39.99'
L15	S 76°30'03" E	24.18'
L16	N 17°50'47" E	10.16'
L17	S 43°55'19" E	28.31'
L18	S 43°55'19" E	25.29'
L19	S 40°35'59" E	24.75'
L20	S 40°35'59" E	43.61'
L21	S 78°06'50" E	82.53'

RV-CD SETBACKS	
FRONT	20'
SIDEYARD	7'
REARYARD	5'



FILED Feb 10, 2021 01:34 pm
BOOK 0087
PAGE 0018 THRU 0018
INSTRUMENT # 05855
EXCISE TAX \$0.00

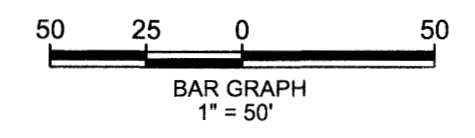


NORSTAR LAND SURVEYING, INC.
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294

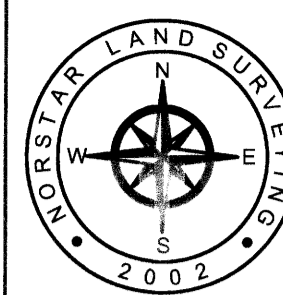
Prepared for: Dalton Woods, LLC
Dalton Woods
Township No. 2 Cabarrus County, NC
RECORD PLAT

DATE	SCALE	NLS NO.	DRAWN BY	CHECKED BY	BY	REVISION	DATE
May 28, 2020	1" = 50'	17079	S. Kimrey	S. Dyer			

SHEET 2 OF 3



Bk 87 Pg 19



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

Owner: Dalton Woods, LLC
1401 E. 7th St., Ste. 200
Charlotte, NC 28024
Prepared for: Dalton Woods, LLC
Dalton Woods
City of Concord
Township No. 2 Cabarrus County, NC
RECORD PLAT

DATE	May 28, 2020
SCALE	1" = 50'
NLS NO.	17079
DRAWN BY	S. Kimrey
CHECKED BY	S. Dyer
BY	
REVISION	
DATE	
SHEET	3 OF 3

Certificate of Streets, Water, Sewer and Stormwater System Approval and Other Improvements
I hereby certify that all publically maintained streets, storm drainage systems, water and sewer systems and other publically maintained improvements and any privately maintained water quality "Best Management Practice" shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the State of North Carolina.

M. Sw Hyde 2/9/2021
Director of Engineering Date

Certificate of Fee Payment
I hereby certify that all fees for Dalton Woods Subdivision have been paid, or that the fees are not applicable.

Tom Nusia 11/10/20
Director of Finance Date

Certificate of Final Plat Approval
I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for Dalton Woods Subdivision was approved by the Concord Planning & Zoning Commission/Administrator with the concurrence of the Development Review Committee at their meeting on Nov 5, 2020.

Ken Aylly 11/10/20
Planning and Neighborhood Services Director or Designee Date

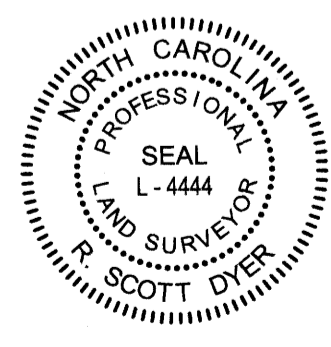
Certificate of Acceptance of Offer of Dedication
I hereby certify that the City Council accepted the offers of dedication shown on this plat by resolution at a meeting of the City Council held on July 9, 2020.

Kim J. Deason 11-10-2020
City Clerk Date

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 13085, page 150, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; 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 4th day of November, A.D., 2020.

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 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.

R. Scott Dyer
R. Scott Dyer, PLS #4444

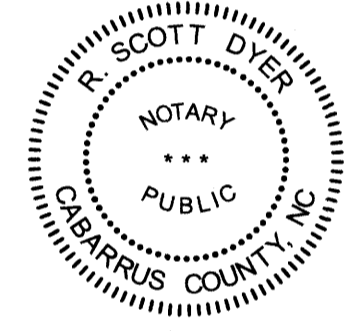


Certificate of Ownership and Offer of Dedication
I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights of way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right of way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such area for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.

Timothy A. Aug 11/05/2020
Owner Date

North Carolina
Cabarrus County
I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that Timothy A. Aug personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal this the 5th day of Nov., 2020.

R. Scott Dyer
R. Scott Dyer, Notary Public
My commission expires 11/01/2021.



Review Officers Certificate
State of North Carolina County of Cabarrus
I, Greg D. Belk, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.
Greg Belk (PDG) 02/10/2021
Review Officer Date

Division of Highways District Engineer Certificate
I hereby certify that the right of way dedication along the existing state maintained roadway shown on this plat is approved and accepted as public right of way by the North Carolina Department of Transportation, Division of Highway.
Approved M.A.P. of
District Engineer
Date: 11/9/2020
Only North Carolina Department of Transportation Approved Structures Are To Be Constructed on Public Right Of Way.

- NOTES:
- * Deed Reference - Deed Bk. 13085, Pg. 150 Dalton Woods, LLC Dated: July 12, 2018 Recorded in Cabarrus Co. Registry
 - * Map Reference - 8.649 AC - Ellenwood Road Dated June 13, 2017 Unrecorded Map Performed by R. Scott Dyer, PLS
 - * Subject property is not located within a 100 year flood plain area per Community Flood Panel #3710467000 L, Zone X, dated November 16, 2018.
 - * This plat is subject to any rights-of-way, easements or agreements of record.
 - * Zoned: RV-CD
 - * Total number of lots = 35
 - * Total Acreage = 8.649 AC.
 - * Total Acreage in lots = 2.498 AC.
 - * Total Acreage in Common Open Space = 3.709 AC.
 - * Total Acreage in Road Dedicated to City of Concord = 0.789 AC.
 - * Total in Dalton Woods Court = 1225.64 LF - 1.408 AC.
 - * Total in Dalton Park Lane = 31.07 LF - 0.038 AC.
 - * Total in Hunley Court = 154.45 LF - 0.178 AC.
 - * 1/2" Rebar set at all corners unless otherwise noted.
 - * PIN #4670734890
 - * All storm easements are centered on storm structures.
 - * A 10 x 70 and a 30 x 30 sight triangle is located at all intersections.

FILED Feb 10, 2021 01:34 pm FILED
BOOK 00087 CABARRUS
PAGE 0019 THRU 0019 COUNTY NC
INSTRUMENT # 05856 WAYNE NIXON
EXCISE TAX \$0.00 REGISTER
OF DEEDS

ORD. #

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Appropriated	7,247,544	7,249,044	1,500
	Total			1,500

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	5,900	7,400	1,500
	Total			1,500

Reason: To appropriate Mayor Golf Tournament reserves for a donation to Carolina Christmas Angels to assist with supplying gifts, food and clothing to families and children in need in Concord and Cabarrus County.

Adopted this 14th day of September, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Appropriated	7,245,144	7,247,544	2,400
	Total			2,400

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	3,500	5,900	2,400
	Total			2,400

Reason: To appropriate Mayor Golf Tournament reserves for a donation to Step Up To Leadership to assist with their afterschool program.

Adopted this 14th day of September, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE
Opioid Settlement 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 Opioid Settlement Fund is no longer authorized by project ordinance.

SECTION 2. The Opioid Settlement Fund must be adopted by an operating budget ordinance.

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>
340-4603500				
340-4603500	Opioid Settlement	1,464,853	0	(1,464,853)
Total				<u>\$(1,464,853)</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>
3400-5811082				
3400-5811082	Future Projects	1,464,853	0	(1,464,853)
Total				<u>\$(1,464,853)</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. 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 14th day of September, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8th day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, 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	
340-4603500	Opioid Settlement	\$0	189,910	189,910
Total				189,910

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
3400-5990000	Approp to Fund Balance	\$0	189,910	189,910
Total				189,910

Reason: To establish the Opioid Settlement Fund as an annually budgeted Special Revenue fund rather than a multi-year project fund due to recent guidance from the UNC School of Government.

Adopted this 14th day of September, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD.

PARKS & CAPITAL RESERVE FUND ORDINANCE
AMENDED

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 18-22 Chapter 159 of the General Statutes of North Carolina, the following Capital Reserve Fund ordinance is hereby amended:

SECTION 1. The purpose authorized is to accumulate funds for future capital projects and capital outlay. Funds will be accumulated until such time the City Council designates the funds for projects or capital outlay. These funds may only be designated for projects that are listed in the City’s Capital Improvement Plan or capital outlay approved in the City’s operating budget ordinance. The General Fund will serve as the funding source for the Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

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

SECTION 3. The following revenues & expenditures are anticipated to be available to the City of Concord for this fund:

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8100-5987000	Transfer to Proj Fund	1,381,475	0	(1,381,475)
280-4501100	Transfer fm Gen Fund	3,396,903	2,015,428	(1,381,475)

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the capital reserve fund and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this capital reserve fund amendments/adoption shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out the purpose of this fund.

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of September, 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
Utility Project Reserves**

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

SECTION 1. The project authorized and amended is utility project reserves.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the project/projects within the terms of the plans and specifications for the projects. The purpose authorized is to accumulate funds for future projects and capital outlay that are listed in the Capital Improvement Plan listing or the City’s Operating Budget. Funds will be accumulated until such time the City Council designates the funds for projects. The Electric/Water/Wastewater Funds will serve as the funding source for the Utility Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
282-4501610	Transfer from Electric	\$12,047,942	\$8,340,897	\$(3,707,045)
8120-5987000	Transfer to Proj Fund	\$3,707,045	\$0	\$(3,707,045)

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of September, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL RESERVE FUND ORDINANCE

BE IT ORDAINED by the City Council of the City of Concord, North Carolina that pursuant to Section 18-22 Chapter 159 of the General Statutes of North Carolina, the following Capital Reserve Fund ordinance is hereby adopted/amended:

SECTION 1. The purpose authorized is to accumulate funds for future projects and capital outlay that are listed in the Capital Improvement Plan Listing or the City’s Operating Budget. Funds will be accumulated until such time the City Council designates the funds for projects. The General Fund will serve as the funding source for the Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the fund.

SECTION 3. The following revenues are anticipated to be available/expenditures anticipated to be expended to the City of Concord for this fund & the following amounts are appropriated for the project:

Fund 285 General Capital Reserve Fund

		<u>Budget</u>	<u>Amended Budget</u>	<u>Inc (Dec)</u>
8150-5987000	To Project Fund	\$15,179,129	\$13,607,129	(\$1,572,000)
8150-5983000	To General Fund	\$4,280,700	\$0	(\$4,280,700)
285-4501100	From General Fund	\$30,120,332	\$24,267,632	(\$5,852,700)

SECTION 4. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the capital reserve fund and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

SECTION 5. Within five (5) days after adopted, copies of this capital reserve fund amendments/adoption shall be filed with the City Manager, Finance Director, and City Clerk for direction in carrying out the purpose of this fund.

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of September, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Tax Report for Fiscal Year 2023-2024

FINAL REPORT

July

Property Tax Receipts- Munis

2023 BUDGET YEAR	843,851.39
2022	57,189.51
2021	3,328.50
2020	1,624.52
2019	1,166.27
2018	394.85
2017	17.82
2016	17.82
2015	17.82
2014	37.69
Prior Years	22.80
Interest	4,463.86
Refunds	
	<u>912,132.85</u>

Vehicle Tax Receipts- County

2023 BUDGET YEAR	550,712.18
2022	
2021	
2020	
2019	
2018	
2017	
Prior Years	
Penalty & Interest	7,529.55
Refunds	
	<u>558,241.73</u>

Fire District Tax - County

2023 BUDGET YEAR	7,726.00
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Less: Collection Fee from County

Net Ad Valorem Collections	<u>1,478,100.58</u>
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423:Vehicle Tag Fee-Transportation Impr Fund	38,300.29
100:Vehicle Tag Fee	155,522.37
630:Vehicle Tag Fee-Transportation Fund	38,300.28
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<u>232,122.94</u>

Privilege License	-
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<u>-</u>

Oakwood Cemetery current	1,225.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	4,691.71
Rutherford Cemetery endowment	3,033.29
West Concord Cemetery current	3,299.98
West Concord Cemetery endowment	800.02
Total Cemetery Collections	<u>13,050.00</u>

Total Collections	<u>\$ 1,723,273.52</u>
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Current Year	
Original Scroll	
Levy	70,047,709.24
Penalty	119,822.89
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	30,838.23
Discovery Penalty	9,712.64
Total Amount Invoiced - Monthly	<u>70,208,083.00</u>
Total Amount Invoiced - YTD	70,208,083.00

Current Year	
Less Abatements (Releases)	
Real	3,298.82
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>3,298.82</u>

Adjusted Amount Invoiced - monthly	70,204,784.18
Adjusted Amount Invoiced - YTD	70,204,784.18

Current Levy Collected	843,851.39
Levy Collected from previous years	63,817.60
Penalties & Interest Collected	4,463.86
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>912,132.85</u>
Total Collected - YTD	912,132.85

Total Collected - net current levy -YTD	843,851.39
Percentage of Collected -current levy	1.20%
Amount Uncollected - current year levy	69,360,932.79
Percentage of Uncollected - current levy	98.80%
	100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of July 2023

RELEASES		
CITY OF CONCORD	\$	3,298.82
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	1,622.13
CONCORD DOWNTOWN	\$	-

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	0	0	0.0048	0.00	0.00	
2018	0	927,228	927,228	0.0048	4,450.69	2,670.42	
2019	0	878,133	878,133	0.0048	4,215.04	2,107.53	
2020	0	830,788	830,788	0.0048	3,987.78	1,595.11	
2021	0	1,096,080	1,096,080	0.0048	5,261.18	1,578.36	
2022	0	1,247,576	1,247,576	0.0048	5,988.36	1,197.70	
2023	270,830	1,173,996	1,444,826	0.0048	6,935.16	563.52	
Total	270,830	6,153,801	6,424,631		\$ 30,838.23	\$ 9,712.64	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
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	
2023	0	10,000	10,000	0.0023	23.00	2.30	
Total	0	10,000	10,000		\$ 23.00	\$ 2.30	

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 7/31/2023

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP MUFG BANK LTD 0 8/18/2023	62479MVJ9	5,000,000.00	4,932,661.11	8/18/2023	5.342	1.25	5/18/2023	98.653222	18
CP LLOYDS BANK CORP 0 8/23/2023	53948BVP1	5,000,000.00	4,914,613.89	8/23/2023	5.301	1.25	4/27/2023	98.292278	23
CP NATIXIS NY 0 9/25/2023	63873KWR4	5,000,000.00	4,882,604.17	9/25/2023	5.376	1.24	4/17/2023	97.652083	56
CP CHESHAM FIN LT 0 9/26/2023	16537MWS4	5,000,000.00	4,931,244.45	9/26/2023	5.516	1.25	6/27/2023	98.624889	57
CP ING US FUNDING LLC 0 10/20/2023	45685RXL6	5,000,000.00	4,888,847.22	10/20/2023	5.421	1.24	5/22/2023	97.776944	81
CP AGRICULTURAL BK CHINA NY 0 10/25/2023	00850VXR8	5,000,000.00	4,866,009.70	10/25/2023	5.477	1.23	4/27/2023	97.320194	86
CP MUFG BANK LTD 0 12/15/2023	62479MZF0	5,000,000.00	4,885,916.65	12/15/2023	5.680	1.24	7/20/2023	97.718333	137
CP MACQUARIE BK LTD 0 1/22/2024	55607KAN6	5,000,000.00	4,859,222.22	1/22/2024	5.762	1.23	7/25/2023	97.184444	175
CP ANGLESEA FUNDING 0 1/26/2024	0347M2AS5	5,000,000.00	4,860,529.17	1/26/2024	5.771	1.23	7/31/2023	97.210583	179
Sub Total / Average Commercial Paper		45,000,000.00	44,021,648.58		5.515	11.16		97.828873	90
FFCB Bond									
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.27	8/10/2020	100	10
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.27	12/22/2020	100	53
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.27	11/30/2020	100	122
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.27	1/19/2021	99.957	172
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.26	3/4/2021	99.8	214
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.88	9/22/2021	99.94	249
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.27	8/19/2021	100	385
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.27	9/11/2020	100	407
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.06	11/12/2021	99.6	448
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.27	12/10/2021	100	497
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.27	4/21/2021	100	630
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.27	9/29/2020	100	791
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.27	12/22/2021	100	875
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.27	12/17/2020	100	1,051
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.27	9/28/2021	100	1,155
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.27	3/30/2020	100	1,338
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.27	3/10/2021	100	1,684
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.27	3/23/2021	100	1,697
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.26	2/16/2021	99.725	2,005
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.26	3/24/2021	99.2	2,054
Sub Total / Average FFCB Bond		97,659,000.00	97,574,262.00		0.785	24.73		99.913614	803
FHLB Bond									
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.27	9/29/2020	100	60
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.27	10/5/2020	99.85	66
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.27	11/27/2020	100	119
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.27	6/9/2021	100	193
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.14	3/4/2021	106.665827	197
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.27	4/29/2021	100	273
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.27	5/28/2021	100	298
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.27	5/24/2021	100	298
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.27	6/7/2021	100	312
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.27	7/15/2021	100	350
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.27	7/29/2021	100	364
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.27	8/28/2020	100	393
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.27	1/27/2022	100	546

FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.27	1/29/2021	99.98	715	
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.27	1/20/2021	99.98	812	
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.27	12/30/2020	100	883	
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.27	1/29/2021	100	913	
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.27	2/17/2021	99.9	932	
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.27	3/10/2021	100	953	
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.27	4/29/2021	100	1,003	
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.26	8/28/2020	99.725	1,478	
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.27	11/1/2019	100	2,285	
Sub Total / Average FHLB Bond		105,520,000.00	105,526,412.30		0.666	26.74		100.008318	628	
FHLMC Bond										
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.27	12/14/2020	100	136	
FHLMC 5.05 6/14/2024-23	3134GY5E8	5,000,000.00	5,000,000.00	6/14/2024	5.050	1.27	12/14/2022	100	319	
FHLMC 3 6/28/2024-22	3134GXWZ3	5,000,000.00	5,000,000.00	6/28/2024	3.000	1.27	6/28/2022	100	333	
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.57	9/24/2021	100	364	
FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.33	3/4/2022	99.386016	562	
FHLMC 5.25 3/21/2025-23	3134GYA77	5,000,000.00	5,000,000.00	3/21/2025	5.250	1.27	12/21/2022	100	599	
FHLMC 5.25 6/30/2025-23	3134GY6T4	4,596,000.00	4,596,000.00	6/30/2025	5.250	1.16	12/30/2022	100	700	
FHLMC Step 6/30/2025-22	3134GXVT8	5,000,000.00	5,000,000.00	6/30/2025	3.676	1.27	6/30/2022	100	700	
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.31	8/4/2022	92.438	721	
FHLMC 0.375 9/23/2025	3137EAEX3	1,570,000.00	1,405,668.10	9/23/2025	4.166	0.36	10/6/2022	89.533	785	
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.23	11/4/2022	88.468864	785	
FHLMC 0.375 9/23/2025	3137EAEX3	560,000.00	504,624.88	9/23/2025	4.156	0.13	12/6/2022	90.111586	785	
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.27	7/14/2020	100	1,079	
Sub Total / Average FHLMC Bond		42,606,000.00	42,162,375.72		3.169	10.68		99.051407	561	
FNMA Bond										
FNMA 0.3 8/10/2023-22	3135G05R0	4,000,000.00	3,973,000.00	8/10/2023	0.731	1.01	1/12/2022	99.325	10	
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.27	8/17/2020	100	17	
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.27	10/27/2020	100	88	
FNMA 0.25 11/27/2023	3135G06H1	510,000.00	509,757.66	11/27/2023	0.266	0.13	12/3/2020	99.952483	119	
FNMA 0.25 11/27/2023	3135G06H1	1,235,000.00	1,236,082.16	11/27/2023	0.220	0.31	1/7/2021	100.087624	119	
FNMA 0.25 11/27/2023	3135G06H1	1,430,000.00	1,432,245.92	11/27/2023	0.194	0.36	2/4/2021	100.157057	119	
FNMA 0.25 11/27/2023	3135G06H1	5,000,000.00	4,787,582.75	11/27/2023	4.800	1.21	12/9/2022	95.751655	119	
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.27	12/29/2020	100	151	
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.40	6/3/2021	106.058	189	
FNMA 1.75 7/2/2024	3135G0V75	945,000.00	983,130.75	7/2/2024	0.390	0.25	7/7/2021	104.035	337	
FNMA 1.75 7/2/2024	3135G0V75	565,000.00	588,487.72	7/2/2024	0.313	0.15	8/5/2021	104.157119	337	
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.27	8/28/2020	100	393	
FNMA 1.625 10/15/2024	3135G0W66	1,740,000.00	1,797,259.31	10/15/2024	0.527	0.46	10/6/2021	103.290765	442	
FNMA 1.625 10/15/2024	3135G0W66	640,000.00	656,959.05	10/15/2024	0.714	0.17	11/4/2021	102.649852	442	
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.26	7/19/2021	99.797	504	
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.27	1/5/2022	101.665856	526	
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.32	5/5/2022	93.265273	631	
FNMA 0.5 6/17/2025	3135G04Z3	925,000.00	861,249.00	6/17/2025	2.892	0.22	6/6/2022	93.108	687	
FNMA 0.5 6/17/2025	3135G04Z3	1,365,000.00	1,271,599.52	6/17/2025	2.943	0.32	7/7/2022	93.157474	687	
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.27	7/14/2020	100	714	
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.27	8/19/2020	100	750	
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.27	8/25/2020	100	756	
FNMA 0.375 8/25/2025	3135G05X7	920,000.00	839,132.00	8/25/2025	3.521	0.21	9/7/2022	91.21	756	
FNMA 0.5 11/7/2025	3135G06G3	1,295,000.00	1,169,555.72	11/7/2025	4.152	0.30	1/5/2023	90.313183	830	
FNMA 0.5 11/7/2025	3135G06G3	830,000.00	743,924.04	11/7/2025	4.682	0.19	3/7/2023	89.629402	830	
FNMA 0.5 11/7/2025	3135G06G3	885,000.00	815,301.29	11/7/2025	3.719	0.21	4/5/2023	92.12444	830	
FNMA 2.125 4/24/2026	3135G0K36	545,000.00	519,466.75	4/24/2026	3.805	0.13	5/3/2023	95.315	998	
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.27	10/29/2020	100	1,186	
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.27	11/4/2020	100	1,557	
Sub Total / Average FNMA Bond		76,745,000.00	76,106,436.13		1.087	19.29		99.255174	522	
Local Government Investment Pool										

NCCMT LGIP	NCCMT599	89,479.35	89,479.35	N/A	5.240	0.02	6/29/2012	100	1
NCCMT LGIP	NCCMT481	13,407,249.71	13,407,249.71	N/A	5.240	3.40	12/31/2005	100	1
NCCMT LGIP	NCCMT271	189,641.34	189,641.34	N/A	5.240	0.05	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		13,686,370.40	13,686,370.40		5.240	3.47		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	15,557,107.75	15,557,107.75	N/A	5.240	3.94	3/31/2019	100	1
Sub Total / Average Money Market		15,557,107.75	15,557,107.75		5.240	3.94		100	1
Total / Average		396,773,478.15	394,634,612.88		1.924	100		99.493686	537