



# City Council Agenda

Thursday, February 8, 2024

6:00 PM

City Hall

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

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

## I. Call to Order

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

## III. Approval of Minutes

December 19, 2023, January 9 and January 11, 2024.

## IV. Presentations

### 1. Recognition of the City receiving the designation of Tree City USA for the fifth consecutive year.

The City has achieved the designation of Tree City USA for the last 5 years with its most recent designation in January for the year 2023. The following are the four standards that must be met each year to be certified: 1. A Tree Board or Department; 2. A Public Tree Care Ordinance; 3. A Community Forestry Program & Annual Budget of \$2.00 per capita; and 4. Arbor Day Observance & Proclamation.

This designation demonstrates that the City recognizes the benefits trees provide to our community and that they are worth investing in and promoting. Trees provide environmental, economic, and social value while beautifying our City making it an attractive place to live. A healthy urban forest incorporated into the design of the community is an investment in the health and welfare of our citizens and future generations.

In the last 5 years the City, in partnership with All Saints Church and Carolina Power Partners, has given away 1,283 trees to citizens of Concord through the Arbor Day Foundation's Energy Saving Trees Program. Over the next 20 years, these trees will absorb 9,208 lbs. of air pollutants, will sequester 4.80 million lbs. of carbon, and save 2.78 million kW hours. Additionally, the City has planted 526 trees at City parks, greenways, and facilities. 40 of these trees were gifted by the citizens of Concord through the City's Memorial Tree Program.

### 2. Presentation of a Proclamation recognizing the month of February as Black History Month.

## V. Unfinished Business

## VI. New Business

### A. Informational Items

#### 1. Receive the results of the Cabarrus County Arts & Prosperity Survey at the February City Council Work Session.

Cabarrus Arts Council Executive Director, Liz Fitzgerald, will present the survey results.

#### 2. Receive a presentation regarding the Local Government Language Access Collaborative Program at the City Council Work Session.

The City of Concord has been involved with the Local Government Language Access Collaborative Program offered through The University of North Carolina at Chapel Hill since January 2022. The Diversity, Equity, and Inclusion Strategist will present the program review.

## **B. Departmental Reports**

1. Parks and Recreation Bonds update
2. Downtown Streetscape Update

## **C. Public Hearings**

### **1. Conduct a public hearing and consider adopting the 2024 Revision of the City of Concord Comprehensive Transportation Plan.**

The City of Concord Comprehensive Transportation Plan (CTP) is the City's long-range transportation document for local roadway improvements. The CTP's Map shows existing and future alignments of thoroughfares and collector streets along with pedestrian, bicycle, greenway and transit facilities in the City while its associated Street Appendix shows schedules consisting of existing cross sections and rights-of-way, future cross sections, and future rights-of-way. The CTP is a coordinated sub-set of the Cabarrus-Rowan MPO's Comprehensive Transportation Plan (CRMPO-CTP). The Cabarrus-Rowan MPO is the designated planning agency for all transportation projects in Cabarrus and Rowan counties, and the CRMPO-CTP is a financially unconstrained view of the future roadway network in Cabarrus and Rowan counties.

As planning documents from adjoining jurisdictions, the State, and the MPO change, roadway networks expand, development occurs, and land use changes. The current City of Concord CTP is evaluated annually by staff to reflect changes to street classifications and future roadway, pedestrian, bicycle, greenway alignments, as well as transit. Public comment is essential in providing a complete and comprehensive CTP, and this public hearing is an opportunity for developers and citizens to formally participate in the process. An up-to-date CTP is a tool that the public and City staff from multiple departments use in planning infrastructure needs and requirements. The 2024 Revision of the CTP's Map, upon adoption by City Council, will be recorded at the Cabarrus County Register of Deeds.

**Recommendation:** Motion to conduct a public hearing and adopt the 2024 Revision of the City of Concord Comprehensive Transportation Plan.

## **D. Recognition of Persons Requesting to be Heard**

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

#### **1. Consider entering into an Agreement with the North Carolina Department of Transportation (NCDOT) covering work to be performed under Project Agreement ID No. 12790, TIP # BL-0087 - WBS Elements 50848.1.1, 50848.2.1, and 50848.3.1 for the Construction of Sidewalks along Elm Ave, Glenn St, Crowell Dr and Cedar Dr.**

It is requested that City Council enter into an Agreement ID No. 12790 with the NCDOT to support the Project as outlined in the agreement. On December 8, 2022, City Council supported the application to pursue Transportation Alternatives Program (TAP) funding through the Cabarrus-Rowan Metropolitan Planning Organization (CRMPO). Subsequently, the funds were awarded for the subject project. This agreement is for the construction of sidewalks on Elm Avenue from Glenn Street to Alexander Street, Glenn Street from Elm Avenue to Academy Avenue, Crowell Drive from Clearwater Arts Center driveway to Cedar Avenue, and Cedar Drive from Georgia Street to Beech Street. The total estimate for this Project is \$1,625,000, NCDOT will participate in 80% of the estimated cost, \$1,300,000. The City of Concord will participate in 20% of the estimated cost, \$325,000. Under this Project Agreement, overpayment will be the responsibility of the City of Concord.

**Recommendation:** Motion that City Council enter into an Agreement with the North Carolina Department of Transportation (NCDOT) covering work to be performed under Project Agreement ID No. 12790, TIP # BL-0087 - WBS Elements 50848.1.1, 50848.2.1, and 50848.3.1 for the Construction of Sidewalks along Elm Ave, Glenn St, Crowell Dr and Cedar Dr.

#### **2. Consider authorizing City Manager to execute amendment #2 to the North Apron Access Road, Work Authorization 2204, Project No. 2203-2204.**

Last year, the General Assembly appropriated \$5.0 million for a new access road for a corporate hangar at Concord Padgett Regional Airport (CPRA). The initial professional services contract did not include utilities as part of the scope work. The original design contract was approved prior to the appropriations. Preliminary cost estimates for the proposed roadway is under the \$5.0 million. It is the best interest of the City to move forward with the design of the utilities while completing the design for the new roadway. The total cost for Amendment #2 is \$89,876. The North Carolina Department of Aviation executed and approved the grant on January 11, 2024.

**Recommendation:** Motion to authorize the City Manager to execute amendment #2 to the North Apron Access Road, Work Authorization 2204, Project No. 2203-2204.

**3. Consider awarding two bids in the amount of \$288,029.56 to Siemens and ABB for new 48.3 & 15.5 kV circuit breakers.**

Delivery 1, located at 801 Florence Ave, is being upgraded to include a new main breaker as well as a replacement feeder breaker. Siemens will supply the 48.3kV breakers for a total cost of \$181,029. Sub K, located at 434 Business Blvd, is being upgraded to replace all four of the feeder breakers. ABB will supply the 15.5kV breakers for a total cost of \$107,000.56.

Bid specifications for 48.3 & 15.5 kV breakers were developed and a formal bid opening was held on January 11, 2024. Six manufacturers submitted bids, which were evaluated by staff for adherence to specifications. GE was the lowest bidder for schedule I. However, GE's bid did not include all the equipment specified, therefore GE withdrew the bid. This made Siemens the lowest bidder. Concord's high voltage substations currently contain Siemens breakers.

JST was the lowest bidder for schedule II. Electric Department staff and the Consulting Engineer are unfamiliar with JST breakers. User and reference lists were requested, but not received when requested. Therefore, it was not recommended to award the bid to JST. The next lowest bidder was ABB. ABB is a well-known manufacturer with equipment in many City substations.

**Recommendation:** Motion to award two bids in the amount of \$288,029.56 to Siemens and ABB for new 48.3 & 15.5 kV circuit breakers.

**4. Consider adopting a bond order authorizing the issuance of utilities system revenue bonds of the City of Concord.**

City Council previously adopted a resolution at a meeting held on January 10, 2024 making certain findings of fact and directing the application to the Commission for approval of City of Concord, North Carolina Utilities Systems Revenue Bonds, Series 2024 (the "2024 Bonds") and hereby further determines to issue 2024 Bonds in an aggregate principal amount not to exceed \$25,000,000 to (1) finance various improvements to the City's water, wastewater and electric systems, including upgrades and process enhancements to the Hillgrove Water Treatment Plant (the "Projects") and (2) pay the costs of issuing the 2024 Bonds.

**Recommendation:** Motion to adopt a bond order authorizing the issuance of utilities system revenue bonds of the City of Concord.

**5. Consider adopting an updated reimbursement resolution declaring the intent of the City of Concord to reimburse itself for capital expenditures incurred in connection with the financing of public safety facilities and communications building from the proceeds of an installment financing contract.**

City Council previously adopted a reimbursement resolution on June 8, 2023 related to (1) the construction of public safety facilities, including a new fire station, police substation and associated furnishings at Concord-Padgett Regional Airport and (2) the construction of a Communications Building on property behind Fire Station 3 (collectively, the "Projects"). The updated resolution updates the cost, description and timing of the Projects.

**Recommendation:** Motion to adopt an updated reimbursement resolution declaring the intent of the City of Concord to reimburse itself for capital expenditures incurred in connection with the financing of public safety facilities and communications building from the proceeds of an installment financing contract.

**6. Consider adopting an ordinance adding Article X Social Districts to the City of Concord Code of Ordinances, Chapter 50, Streets, Sidewalks, and other Public Places.**

In September of 2021, NC passed a law (HB890) that allows local city and county governments to create alcohol social districts (social districts). Social districts loosen restrictions for pedestrians carrying open alcohol containers away from on-premises alcohol outlets (bars and restaurants) where the beverage was purchased. Social districts require signage denoting boundaries, responsible consumption messages on cups, Alcoholic Beverage Control (ABC) licensure, clearly defined days, and hours of operation, and posted maps and signage at boundaries.

Staff conducted extensive research on other NC Cities with Social Districts. Key points of the ordinance were discussed with the downtown merchants who attended the in-person Merchant Meeting held on December 11, 2023.

**Recommendation:** Motion to adopt an ordinance adding Article X, Social Districts, to the City of Concord Code of Ordinances, Chapter 50, Streets, Sidewalks, and other Public Places effective August 1, 2024.

**7. Consider approving the Concord Co-Sponsorship applications for annual recurring events in 2024 and January 2025.**

In 2023, City Council approved multiple co-sponsorship applications, three of which are events that occur annually. In 2024, these events will include the Concord International Festival in October, two Art Walks on Union in April and September, and the MLK Jr. March and Wreath Laying Ceremony in January 2025. Applicants will still be required to submit the required application and supporting documents for review. These applications will only be brought back before City Council if there is a substantial increase in costs to the City, for the in-kind services requested.

**Recommendation:** Motion to approve the recurring Concord Co-Sponsorship applications for events that will take place in 2024 and January 2025.

**8. Consider approving benefit plan rates for the City of Concord for FY25 and authorize the City Manager to negotiate, conclude, and execute contracts with plan providers.**

The City continues to offer three market competitive medical plans administered by BCBSNC. Coworkers have the flexibility to choose the plan that is best for their families' needs. At the beginning of FY24, the City increased the number of coworkers in the Solid Waste Department and brought IT in-house, resulting in an increase in enrollment and total members covered by the plans.

Due to favorable plan experience, Gallagher is projecting no increase to the budget on a per coworker per year basis; however, the additional headcount and plan enrollment shifts result in a \$917,000 increase to the gross medical budget (\$14,417,000). The recommendation is to keep coworker medical contributions the same, for the fifth year in a row. The net budget after coworker contributions is estimated at \$12,900,000. For FY25, staff is projecting no increase to the medical budget with no changes at all. The recommendation for FY25 is to leave coworker contributions unchanged from FY24.

**Recommendation:** Motion to approve the plan design for the City of Concord benefit plans for FY25 and authorize the City manager to negotiate, conclude, and execute contracts with plan providers.

**9. Consider authorizing the City Manager to negotiate and execute a contract with Double D Construction Services, Inc. for the asbestos abatement and demolition of City owned buildings at 228 and 234-240 McGill Ave.**

The buildings located at 228 and 234-240 McGill Ave have a combined area of 8,789 square feet and are in poor structural conditions. The project consists of the abatement of asbestos containing materials, the demolition and disposal of the buildings, and the filling-in of any voids left after the demolition. The project was publicly bid and five (5) bids were received. The lowest responsive bidder was Double D Construction Services, Inc. in the amount of \$132,609.13.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Double D Construction Services, Inc. for the asbestos abatement and demolition of the buildings located at 228 and 234-240 McGill Ave in the amount of \$132,609.13.

#### **10. Consider a Preliminary Application from Bonds Real Estate.**

In accordance with City Code Chapter 62, Bonds Real Estate has submitted a preliminary application to receive water service outside the City limits. The property is located at 2701 Derita Road. It is zoned LI (Limited Industrial). The parcel is contiguous to the City limits and is already served by sewer. The existing well is failing.

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

### **VII. Consent Agenda**

#### **A. Consider authorizing the Fire and Life Safety Department to apply for the FY2023 Department of Homeland Security-Assistance to Firefighters Grant (AFG).**

The intent of the grant would be for the replacement of the current self-contained breathing apparatuses (SCBAs) slated for replacement in the FY25 budget. This is a 10% matching grant for the City for the total cost of the project.

**Recommendation:** Motion to authorize the Fire and Life Safety Department to apply for the FY2023 Department of Homeland Security Assistance Firefighters Grant.

#### **B. Consider authorizing acceptance of 2023 Cabarrus County Matching Incentive Grant award on behalf of Concord Rotary Club for bicycle repair stations along with concrete pads, bike racks and benches.**

In September 2023, the Concord Rotary Club made an application to the Cabarrus County Matching Incentive Grant program administered by the Active Living & Parks Department (ALP) in hopes of providing bicycle repair stations, bike racks and benches for use by the public at three City locations; McGee Park, the Brown Mill Mountain Bike Trail parking lot, and the trailhead of the Mills at Rocky River section of the Hector H. Henry Greenway. The Rotary Club intended to provide a 50% match of up to \$7,500, leveraging County funding for the purchase and installation of these items at the three locations in an amount not to exceed \$15,000.

In December 2023, County staff announced that the Rotary Club had been awarded the grant. Parks & Recreation staff have worked with ALP staff and the Rotary Club to scope the final project. All materials will be purchased by ALP. Concrete pad installation will be provided by Liles Construction (an in-kind Rotary Club donation) and installation of the repair stations, racks and benches will be completed by the City of Concord Buildings & Grounds Department. After completion, the City will own and maintain these items.

**Recommendation:** Motion to authorize acceptance of the Cabarrus County/Concord Rotary Club grant award of bicycle repair stations, bike racks and benches for City recreation facility locations.

#### **C. Consider authorizing the City Manager to execute a contract with Martin Starnes & Associates, CPAs, P.A. for the audit of City of Concord accounts for fiscal year ending June 30, 2024.**

Approval will continue the relationship between the City and Martin Starnes & Associates, CPAs, P.A. The fees are set at \$53,600 for the fiscal year ending June 30, 2024.

**Recommendation:** Motion to authorize the City Manager to execute a contract with Martin Starnes & Associates, CPAs, P.A. for the audit of City of Concord accounts for fiscal year ending June 30, 2024.

**D. Consider accepting an offer of infrastructure at Annsborough Park PH 1 MP 2, Olde Homestead Subdivision PH 1 MP 2, Starbucks-George Liles, Cannon Run PH 2 MP 2A.**

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: 3,972 LF of 8-inch water line, 55 LF of 6-inch water line, 478 LF of 2-inch water line, 18 valves and 9 Fire hydrants. 4,622 LF of 8-inch sanitary sewer line and 30 manholes. 2,350 LF of roadway.

**Recommendation:** Motion to accept an offer of infrastructure at Annsborough Park PH 1 MP 2, Olde Homestead Subdivision PH 1 MP 2, Starbucks-George Liles, Cannon Run PH 2 MP 2A.

**E. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement from Christenbury Investors LLC.**

In accordance with the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: Christenbury Village located at 9620 Christenbury Parkway, Concord, NC, Parcel ID # 4589-27-3947. Access easements and SCM maintenance agreements are being offered by the owners.

**Recommendation:** Motion to approve the maintenance agreements and accept the offers of dedication to the following properties: Christenbury Village located at 9620 Christenbury Parkway, Concord, NC, Parcel ID # 4589-27-3947.

**F. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement from Cabarrus County.**

In accordance with the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: SCM Maintenance & Access Easement to serve Cabarrus County Warehouse located 484 & 508 Cabarrus Avenue and 40 Ramdin Ct. Access easements and SCM maintenance agreements are being offered by the owners.

**Recommendation:** Motion to approve the maintenance agreements and accept the offers of dedication to the following properties: Cabarrus County Warehouse located 484 & 508 Cabarrus Avenue and 40 Ramdin Ct.

**G. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement.**

In accordance with the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: parcel owned by Platinum at Rocky River, LLC located at 1340 Holden Avenue, Concord, N.C. (PIN 5527-51-5799). Access easements and SCM maintenance agreements are being offered by the owners.

**Recommendation:** Motion to approve the maintenance agreements and accept the offers of dedication to the following properties: Platinum at Rocky River, LLC.

**H. Consider approving a \$1,750 donation from the Mayor's Golf Tournament Fund to Run Cabarrus and adopt a budget amendment.**

If approved, the funds will be used to assist with the purchase of a trailer to help Run Cabarrus transport their equipment to events.

**Recommendation:** Motion to approve a \$1,750 donation from the Mayor's Golf Tournament Fund to Run Cabarrus and to adopt a budget amendment.

**I. Considering approving a \$2,400 donation from the Mayor's Golf Tournament Fund to Step Up To Leadership and to adopt a budget amendment.**

If approved, the funds will be utilized by Step Up To Leadership to cover a portion of the \$5,600 enrollment fee for the Social Emotional workshop for seven (7) students. This workshop helps to equip students with crucial skills for personal growth and responsible citizenship. The essential standards of this program provide a continuum of lessons and opportunities for young adults to participate and interact in each session that provides substantial information to help those who struggle personally and academically.

**Recommendation:** Motion to approve a \$2,400 donation from the Mayor's Golf Tournament Fund To Step Up to Leadership and to adopt a budget amendment.

**J. Consider adopting an ordinance to amend the FY 2023/2024 Budget Ordinance for the General Fund to appropriate contingency funds to cover repairs to the parking deck elevator.**

Staff is recommending repairs to the parking deck elevator with an estimated cost of \$28,982. The attached budget ordinance appropriates contingency funds to cover the cost of these repairs.

**Recommendation:** Motion to adopt an ordinance to amend the FY 2023/2024 Budget Ordinance for the General Fund to appropriate contingency funds to cover repairs to the parking deck elevator.

**K. Consider adopting ordinances to amend the FY2023/2024 Budget Ordinance to appropriate insurance reimbursements received.**

The City of Concord received insurance reimbursements to cover repairs of damaged vehicles, buildings and equipment. The attached budget amendments will appropriate these funds to the respective impacted departments.

**Recommendation:** Motion to adopt ordinances to amend the FY2023/2024 Budget Ordinance to appropriate insurance reimbursements received.

**L. Consider approval of the transfer of delinquent utility accounts to collections losses.**

Annually, staff must review the accounts receivable utility balances and determine if any of the balances are uncollectible. The accounts that are deemed uncollectible should be transferred to collections losses. Delinquent utility accounts deemed to be uncollectible amount to \$723,553.22. The primary reason for these losses is due to bankruptcies filings and bad debts that result when someone leaves their residence without paying their final bill. Staff continues to work with legal to pursue collections methods available as well as using the Debt Setoff Program offered through the State and an independent collection agency. Account collection continues even after the account is written off.

Final accounts from July 1, 2022 - June 30, 2023. These revenues are less than 1% of the total operating revenues for each utility - Electric \$507,313.03; Water \$106,072.70; Wastewater \$82,767.34; Stormwater \$17,508.88; and Environmental Services \$9,891.27.

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

**M. Receive quarterly report on water and wastewater extension permits issued by the Engineering Department in the fourth quarter of 2023.**

In accordance with City Code Chapter 62, attached is a report outlining the water and wastewater extension permits that were issued between October 1, 2023 and December 31, 2023.

**Recommendation:** Motion to receive the fourth quarter water and wastewater extension report for 2023.

**N. Consider acceptance of the Tax Office reports for the month of December 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 December 2023.

**O. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of December 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 December 2023.

**P. Receive monthly report on status of investments as of December 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

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

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

**XII. Adjournment**

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



THOROUGHFARE INDEX		EXISTING				2023-2024		COMMENTS
Facility & Segment	From - To	Loc	New Location	lanes	Dist (mi)	Cross-Section	ROW (ft)	Multi-Use Corridor
BEARD RD EXT.	Mecklenburg Co -- Christenbury Pkwy	con	Y	--	0.86	3-C	80	
BROOKWOOD AV	Church St -- Burrage Rd	con		2	1.05	3-C	80	
BRUTON SMITH BOULEVARD (SR 2894)	US 29 -- ZMAX Raceway	con		4	0.60	6-F	130	MB
BRUTON SMITH BOULEVARD (SR 2894)	ZMAX Raceway -- I-85	con		5	1.44	6-F	130	MB
BUFFALO AV	McGill Ave -- Church St	con		2	0.22	2-G	85	
BURRAGE RD	Old Salisbury-Concord Rd -- Brookwood Ave	con		2	0.94	2-E	60	
BURRAGE RD	Brookwood Ave -- NC 3 (Branchview Dr)	con		2	1.25	2-E	60	
BURRAGE RD	NC 3 (Branchview Dr) -- Lake Concord Rd	con		2	0.55	2-E	60	
CABARRUS AV (SR 1002)	US 29 -- US 601	con		4	0.24	5-A	100	
CABARRUS AV (SR 1002)	US 601 -- Old Charlotte Rd	con		4	0.82	2-J	90	
CABARRUS AV (SR 1002)	Old Charlotte Rd -- Powder St	con		2	0.30	2-J	90	
CABARRUS AV (SR 1002)	Powder St -- Kerr St	con		2	0.21	2-J	90	MB
CABARRUS AV (SR 1002)	Kerr St -- NC 73 (Church St)	con		2	0.57	2-J	90	
CABARRUS AV (SR 1002)	NC 73 (Church St) -- NC 3 (Branchview Dr)	con		2	0.76	2-J	90	
CALDWELL CONNECTOR	Weddington Rd Ext -- US 29	con	Y	--	2.02	4-D	110	
CALDWELL CONNECTOR	NC 49 -- Hudspeth Rd (SR 1302)	con		2	0.80	4-D	110	
CALDWELL CONNECTOR	Hudspeth Rd (SR 1302) -- US 29 (Concord Pkwy)	con		2	0.9	4-D	100	
CENTRAL DR NW	NC 73 -- US 29	con		2	0.28	3-C	80	
CENTRAL DR NW	NC 73 -- Mills Ave	con		2	1.06	3-C	80	
CENTRAL DR NW	US 29 -- McGill Ave	con		2	0.84	3-C	80	
CENTRAL DR NW	McGill Ave -- End/Central Dr EXT	con		2	0.37	2-H	75	
CENTRAL DR EXT	Central Dr NW -- Epworth St NW	con	Y	--	0.18	2-H	75	
CHESTNUT DR	Lincoln St -- NC 73 (Union St)	con		2	0.23	2-E	60	
CHRISTENBURY PKWY (SR 1447)	Derita Rd (SR 1445) -- Cox Mill Rd (SR 1448)	con		4	0.39	4-D / ADQ	110	MB
CHRISTENBURY PKWY (SR 1447)	Cox Mill Rd -- Millstream Ridge	con		2	0.56	4-D	110	MB
CONCORD MILLS BLVD (SR 2894)	Derita Rd -- I-85	con		4	1.08	6-F	130	MB
COPPERFIELD BLVD	I-85 -- NC 3 (Branchview Dr)	con		5	1.71	5-A / ADQ	100	
CORBAN AV	Powder St -- NC 73 (Church St)	con		2	0.77	2-H	75	
COUNTRY CLUB	NC 3 (Branchview Dr) -- US 29 (Concord Pkwy)	con		2	0.61	3-C	80	
COX MILL RD	Poplar Tent Rd -- Christenbury Pkwy			2	2.27	3-C	80	
COX MILL RD (SR 1448)	Poplar Tent Rd (SR 1394) -- Rocky River	cab		2	1.52	3-C	80	MB W. Side
COX MILL RD (SR 1448)	Rocky River -- Christenbury Pkwy (SR 1447)	con		2	0.75	3-C	80	MB W. Side
CRESTMONT DR (SR 2643)	Old Airport Rd (SR 2635)- NC 73	con		2	2.00	2-C	50	
DERITA RD (SR 1445)	Poplar Tent Rd -- Concord Mills Blvd	con		2	2.54	4-C	110	W/ SHARROWS
DERITA RD (SR 1445)	Concord Mills Blvd - Meck. County	con		2	0.24	4-D	110	MB
DICKENS PL EXT	Copperfield Blvd -- Penninger Rd	con	Y	--	1.77	3-C	80	
FLOWES STORE RD	Zion Church Rd -- Irish Buffalo Creek	cab		2	1.73	3-A/ADQ	60	MA
FLOWES STORE RD	Irish Buffalo Creek -- US-601	cab		2	1.13	3-A	60	
GEORGE LILES PKWY	Poplar Tent Rd -- I-85	con		4	0.58	4-A	180	
GEORGE LILES PKWY (SR 1430)	Weddington Rd -- Poplar Tent Rd	con		4	1.07	4-A / ADQ	180	MA
GEORGE LILES PKWY	US 29 (Concord Pkwy) -- Weddington Rd (SR 1431)	con		4	1.27	4-A	180	
GEORGE LILES PKWY (ROBERTA CHURCH)	Roberta Rd (SR 1304) -- US 29 (Concord Pkwy)	con		2	1.70	4-A	180	
GEORGE LILES PKWY (STOUGH RD)	NC 49 -- Roberta Rd	con		2	1.84	4-A	180	MA
HARRIS RD (SR 1449)	Meck Co -- Odell School Rd (SR 1442)	con		2	3.37	4-D	110	MB
INTERNATIONAL DR (SR 1429)	Poplar Tent Rd (SR 1394) -- NC 73 (Davidson Hwy)	con		2	1.39	2-L	80	
INTERSTATE 85	Mecklenburg Co -- NC 73 (Davidson Hwy)	con		8	6.36	8-B	250	
INTERSTATE 85	Mecklenburg Co -- Bruton Smith Blvd (SR 2894)	con		8D	0.54	8-B	250	
INTERSTATE 85	NC 73 (Davidson Hwy) -- Centergrove Rd (SR 2114)			4	5.29	8-B	250	
I-85	George Liles Pkwy (SR 2894) -- NC 73	con		8D	2.46	8-B	250	
I-85	Poplar Tent Rd (SR 1394) -- George Liles Pkwy (SR 2894)	con		6	1.92	8-B	250	
I-85	Bruton Smith Blvd (SR 2894) -- Poplar Tent Rd (SR 1394)	con		4	1.44	8-B	250	
I-85	NC 73 -- US 29	con		4	2.85	8-B	250	
I-85	US 29 -- Centergrove Rd (SR 2114)	con		4	3.07	8-B	250	
KANNAPOLIS HWY (SR 1008)	I-85 -- US 29	con		2	1.16	3-B	80	
KANNAPOLIS HWY (SR 1008)	I-85 -- Winecoff School Road			2		3-B	80	
KERR ST	McGill Av -- Cabarrus Av (SR 1002)	con		2	1.00	2-H	75	
LAKE CONCORD RD	Burrage Rd -- NC 3 (Branchview Dr)	con		5	0.65	4-D/ADQ	110	MB
LAKE CONCORD RD	Church St (SR 2287) -- Burrage Rd	con		4	0.3	5A	110	MB
LINCOLN ST / RUTHERFORD ST	Chestnut Dr -- Irish Buffalo Creek	con		2	1.40	2-E	60	

LINCOLN ST / RUTHERFORD ST	Irish Buffalo Creek -- Wilshire Ave	con		2		2-E	60	MB
MCGILL AVENUE	US 29 -- RailRoad	con		4	0.41	3-C / ADQ	80	MB SIDEWALK/BIKE LANE ONE SIDE
MCGILL AVENUE	Railroad -- Spring St / Buffalo Av	con		2	0.83	2-E	60	
MOREHEAD RD (SR 1300)	Harrisburg City Limits/Patricia Ave -- Concord City Limits (Performance Dr)	cab		3	1.31	4-D	110	
MOREHEAD RD (SR 1300)	Concord City Limits (Performance Dr) -- US 29 (Concord Pkwy)	con		4	0.73	4-D	110	MB: E. Side
MOREHEAD RD (SR 1300)	US 29 -- Caldwell Rd Ext	con		2	0.65	4-D	110	
NC 3 (BRANCHVIEW DR)	Lake Concord Rd -- Kannapolis City Limits (I-85)	con		2	0.60	4-D	135	
NC 3 (BRANCHVIEW DR)	Bradley St -- Lake Concord Rd	con		3	0.44	4-D	135	MB
NC 3 (BRANCHVIEW DR)	Bradley St -- NC 73 (Corban Av SE)			2	3.12	4-D	110	
NC 3 (Branchview Dr)	NC 73 -- Cabarrus Ave (SR 1002)	con		2	0.61	4-D	110	
NC 3 (Branchview Dr)	Cabarrus Ave (SR 1002) -- Bradley St	con		2	2.51	4-D	110	
NC 3 (BRANCHVIEW DR)	NC 73 (Corban Av SE) -- Old Airport Rd (SR 2635)	con		2	2.33	4-A	200	
NC 3 (S UNION ST)	US 601 (Warren C. Coleman Blvd) -- Old Airport Rd (SR 2635)	con		2	0.51	5-A	100	
NC 49	Cold Springs Rd -- US 601	con			3.54	4-B / ADQ	200	
NC 49	US 601 -- Zion Church Rd	con		4	1.63	4-B / ADQ	200	
NC 49	Zion Church Rd -- Old Charlotte Rd	con		4	1.22	4-B / ADQ	200	
NC 49	Old Charlotte Rd -- Old Charlotte Rd	con		4	1.09	4-B / ADQ	200	
NC 49	Old Charlotte Rd -- George Liles Blvd (Stough Rd)	con		4	0.39	4-B / ADQ	200	MB NW. Side
NC 49	George Liles Blvd (Stough Rd) -- Coddle Creek			4	0.36	4-B / ADQ	200	
NC 49	Coddle Creek -- Blackwelder Rd (SR 1307)	con		4	0.99	4-B/ADQ	200	
NC 49	Blackwelder Rd (SR 1307) -- George Liles Blvd (1309)	con		4	0.93	4-B/ADQ	200	
NC 73 (CHURCH ST)	US 29 -- Davidson Dr	con		4	0.37	4-D	110	
NC 73 (CHURCH ST)	Davidson Dr -- Winecoff Ave	con		4	0.95	4-D / ADQ	110	
NC 73 (CHURCH ST)	Winecoff Ave -- Douglas Av	con		3	0.38	3-C	80	
NC 73 (Church St)	Winecoff Ave -- Todd Dr	con		3C	0.23	3-C	80	
NC 73 (Church St)	Todd Dr -- Douglas Av	con		3	0.15	3-C	80	
NC 73 (CHURCH ST)	Douglas Av -- Cabarrus Av	con		2	0.95	3-C	80	
NC 73 (Church St)	Douglas Ave -- Buffalo Ave	con		3	0.28	3-C	80	
NC 73 (Church St)	Buffaloe Ave -- Killarney Ave	con		2	0.63	3-C	80	
NC 73 (Church St)	Killarney Ave -- Cabarrus Ave (SR 1002)	con		2	0.04	3-C	80	
NC 73 (CHURCH ST)	Cabarrus Av -- Corban Av	con		2	0.17	3-C	80	
NC 73 (CORBAN AVE)	Church St -- NC 3	con		2	0.58	3-C	80	
NC 73 (Corban Ave)	Corban Ave -- Mccachern Ave	con		2	0.08	3-C	80	
NC 73 (Corban Ave)	Mccachern Ave -- NC 3 (Branchview Dr)	con		2	0.49	3-C	80	
NC 73 (DAVIDSON DR)	Church St -- US 29	con		2	0.27	4-D	110	
NC 73 (DAVIDSON HWY)	US 29 -- I-85	con		2	2.81	4-D	110	
NC-73 (DAVIDSON HWY)	I-85 - Poplar Tent Rd (SR 1394)	cab		2	6.07	4-D	110	MB
NC 73 (MT PLEASANT HWY)	NC 3 -- Crestmont Dr	con		2	1.47	4-F	100	MB
ODELL SCHOOL RD (SR 1601)	NC 73 -- Poplar Tent Rd	cab		2	2.84	4-D	110	MB W. Side
OLD AIRPORT RD (SR 2635)	NC 3 -- Crestmont Dr	con		2	0.87	3-C	80	
OLD AIRPORT RD (SR 2635)	Crestmont Dr -- NC 49	con		2	2.41	3-C	80	
OLD CHARLOTTE RD	Cabarrus Av -- US 601	con		2	1.10	3-C	80	
OLD CHARLOTTE RD (SR 1335, SR 1157)	US 601 -- Roberta Rd	con		2	0.32	4-D	110	
OLD SALISBURY-CONCORD RD (SR 1002)	NC 3 -- Penninger Rd	con		2	1.33	4-B	130	MA
PENNINGER RD (SR 2113)	Old Salisbury - Centergrove Rd			2	2	3-C	80	
PENNINGER RD (SR 2113)	Centergrove Rd -- Old Salisbury-Concord Rd (SR 1002)	cab		2	0.9	3-C	80	
PITTS SCHOOL RD (SR 1305)	Poplar Tent -- US 29			2	2.49	4-D	110	MB
PITTS SCHOOL RD (SR 1305)	Weddington Rd (SR 1431) -- Poplar Tent Rd (SR 1394)	con		2	0.78	4-D	110	
PITTS SCHOOL RD (SR 1305)	US 29 -- Weddington Rd (SR 1431)	con		3	1.71	4-D	110	
PITTS SCHOOL RD (SR 1305)	Roberta Rd -- US 29	con		2	2.83	4-D	110	MB W. Side
POPLAR TENT RD (SR 1394)	NC 73 -- Derita Rd	con		2	4.22	4-D	110	MB
POPLAR TENT RD (SR 1394)	Derita Rd (SR 1445) -- Woodhaven Place			2	1.54	4-D	110	MB
POPLAR TENT RD (SR 1394)	Derita Rd (SR 1445) -- I-85	con		2	0.94	4-D	110	
POPLAR TENT RD (SR 1394)	I-85 -- Woodhave Place			2	0.6	4-D	110	
POPLAR TENT RD (SR 1394)	Woodhaven Place -- George Liles Pkwy (SR 1430)	con		2	1.35	4-D	110	MB S. Side
POPLAR TENT RD (SR 1394)	George Liles Pkwy -- US 29	con		2	3.09	4-D	110	MB S. Side
POWDER ST SW	Cabarrus Ave - Corban Ave	con		2	0.07	3-C	80	MB
QUAY RD (SR 1446)	Quay Rd Ext -- Carolina Lilly	con		2	0.88	3-C	80	
QUAY RD EXT.	Quay Rd - Old Holland Rd		Y	--	0.17	3-C	80	
ROBERTA RD (SR 1304)	Old Charlotte Rd -- George Liles Pkwy (Roberta Church Rd)	con		2	2.57	4-D	110	MB N. Side
ROBERTA RD (SR 1304)	George Liles Pkwy (Roberta Church Rd) -- Pitts School Rd	con		2	1.44	4-D	110	MB N. Side
ROCK HILL CHURCH RD (SR 1414)	Poplar Tent Rd -- Weddington Rd	con		2	1.19	3-C	80	
ROCK HILL CHURCH RD (SR 1414)	Weddington Rd -- US 29	con		2	0.76	4-D	110	MB E. Side
ROCKY RIVER RD (SR 1139)	NC 49 -- Pharr Mill Rd	con		2	3.91	4-D	110	

UNION CEMETERY RD	Old Charlotte -- Sunderland Rd	con		2	0.78	2-E	60	
UNION CEMETERY RD RELOCATION	Sunderland Rd --US 29 (Rock Hill Church Rd Ext Relocation)	con	Y	--	0.58	2-E	60	
UNION ST S	Corban Av -- Manor Av	con		2	1.72	2-E	60	
UNION ST S	Manor Av -- NC 3	con		2	0.68	3-C	80	
US 29 (CONCORD PKWY)	I-85 -- Church St			4D	0.82	6-F	130	
US 29 (CONCORD PKWY)	I-85 S -- Kannapolis Hwy (SR 1008)	con		4D	0.63	6-F	130	
US 29 (CONCORD PKWY)	Kannapolis Hwy (SR 1008) -- Church St (SR 2287)	con		4D	0.18	6-F	130	
US 29 (CONCORD PKWY)	Church St -- Central Av			4D	0.95	6-F	130	MB
US 29 (CONCORD PKWY)	Central Dr -- NC 73 (Davidson Hwy)	con		4D	0.4	6-F	130	
US 29 (CONCORD PKWY)	NC 73 (Davidson Hwy) -- NC 73 (Davidson Dr)	con		4D	0.29	6-F	130	
US 29 (CONCORD PKWY)	NC 73 (Davidson Dr) -- Church St (SR 2287)	con		4D	0.26	6-F	130	
US 29 (CONCORD PKWY)	Central Av -- Poplar Tent Rd	con		4	0.85	6-F	130	MB
US 29 (CONCORD PKWY)	Poplar Tent Rd -- US 601	con		4	1.04	6-F	130	MB
US 29 (CONCORD PKWY)	US 601 --Cabarrus Av	con		4	0.45	6-F	130	MB
US 29 (CONCORD PKWY)	Cabarrus Av -- Rock Hill Church Rd	con		4	0.28	6-F	130	
US 29 (CONCORD PKWY)	Rock Hill Church Rd -- George Liles Pkwy	con		4	1.92	6-F	130	MB N. Side
US 29 (CONCORD PKWY)	George Liles Pkwy -- Pitts School Rd	con		4	1.43	6-F	130	
US 29 (CONCORD PKWY)	Pitts School Rd -- Rocky River	con		4	1.18	6-F	130	MB S. Side
US 29 (CONCORD PKWY)	Rocky River -- Bruton Smith Blvd	con		6	0.73	6-F	130	MB S. Side
US 29 (CONCORD PKWY)	Bruton Smith Blvd -- Morehead Rd	con		6	0.24	6-F	130	MB S. Side
US 29 (CONCORD PKWY)	Morehead Rd -- Mecklenburg Co			6	0.26	6-B	150	
US 29 (CONCORD PKWY)	Morehead Rd (SR 1300) -- Caldwell Rd Ext (SR 1302)	har		6	0.16	6-B	150	
US 29 (CONCORD PKWY)	Caldwell Road Ext (SR 1302) --Mecklenburg Co	har		6	0.1	6-B	150	
US 601 (WARREN COLEMAN BLVD)	NC 3 -- Flowes Store Rd			2	1	4-D	110	MA
US 601 (Concord Hwy)	Flowes Store Rd (SR 1132)-- NC 49	con		2	0.9	4-D	110	
US 601 (WARREN C COLEMAN BLVD)	NC 49 -- NC 3 (Union St S)	con		4	0.1	4-D	110	
US 601 (WARREN COLEMAN BLVD)	NC 3 -- US 29			2	4	4-D	110	MA
US 601 (WARREN COLEMAN BLVD)	NC 3 (Union St S) -- Zion Church Rd (SR 1155)	con		2	1.89	4-D	110	
US 601 (WARREN COLEMAN BLVD)	Wilshire Ave (SR 1157) -- Cabarrus Ave (SR 10020)	con		2	1.67	4-D	110	
US 601 (WARREN COLEMAN BLVD)	Cabarrus Ave (SR 1002) -- US 29	con		4D	0.3	4-D	110	
US 601 (WARREN C COLEMAN BLVD)	Zion church Rd (SR 1155) -- Wilshire Ave (SR 1157)	con		2	0.14	4-D	110	
WEDDINGTON RD (SR 1431)	Old Holland Rd -- Bruton Smith Blvd	con		2	0.42	4-D	110	
WEDDINGTON RD (SR 1431)	Bruton Smith Blvd -- Ruben Linker Rd	con		4	1.20	4-D	110	MB
WEDDINGTON RD (SR 1431)	Ruben Linker Rd -- Rock Hill Ch Rd			2	4.61	4-D	110	MB
WEDDINGTON RD (SR 1431)	George Liles Blvd (SR 1430) -- Rock Hill Ch Rd (SR 1414)	con		2	1.84	4-D	110	MB
WEDDINGTON RD (SR 1431)	Pitts School Rd (SR 1305) -- George Liles Blvd (SR 1430)	con		2	2.11	4-D	110	MB
WEDDINGTON RD (SR 1431)	Reuben Linker Rd -- Pitts School Rd (SR 1305)	con		3	0.66	4-D	110	MB
WILSHIRE AVE (SR 1157)	Old Charlotte Rd -- US 601	con		2	0.94	4-D	110	
WILSHIRE AVE (SR 1157)	US 601 -- Union St	con		2	1.32	4-D	110	MB
WILSHIRE AVE EXT (SR 1157)	Union St -- NC 3	con	Y	--	0.68	4-D	110	
WINECOFF SCHOOL RD (SR 1790)	NC 73 -- I-85	con		2	0.62	3-C	80	
WINECOFF SCHOOL RD (SR 1790)	Linker Ave -- S Ridge Rd	con		2	0.94	3-C	80	
ZION CHURCH RD (SR 1482,1155,1153)	NC 49 -- Flowes Store Rd			2	3.75	3-C	80	MB
ZION CHURCH RD (SR 1152)	Flowes Store Rd (SR 1132) -- Archibald Rd (SR 1153)	con		2	1.78	3-C	80	
ZION CHURCH RD (SR 1153)	Archibald Rd (SR 1153) -- Zion Church Rd E (SR 1153)	con		2	1.22	3-C	80	
ZION CHURCH RD (SR 1155)	Zion Church Rd E (SR 1153) -- NC 49	con		2	0.75	3-C	80	
ZION CHURCH RD (SR 1482,1155,1153)	Wilshire Ave -- NC 49			2	1.2	3-C	80	MB
ZION CHURCH RD (SR 1155)	NC 49 -- Webb Rd (SR 1155)	con		2	0.84	3-C	80	
ZION CHURCH RD (SR 1155)	US 601 (Warren C Coleman Blvd) -- Wilshire Ave (SR 1157)	con		2	0.15	3-C	80	
ZION CHURCH RD (SR 1482)	Webb Rd (SR 1155) -- US 601 (Warren C Coleman Blvd)	con		2	0.21	3-C	80	
ZION CHURCH RD EAST (SR 1153)	Zion Church Rd -- US 601	con		2	1.62	3-C	80	

COLLECTOR STREET INDEX				EXISTING		2023 - 2024		
Facility & Segment	From - To	Loc	New Location	lanes	Dist	Cross-	ROW	Multi-Use Corridor
Column2	Column3	Column4	Column5	Column6	Column7	Column21	Column22	Column23
ARLEE CT	Central Heights Dr -- End / Arlee Ct Ext	con		2	0.33	2E	60	
ARLEE CT EXT	End / Arlee Ct -- Zion Church Rd (SR 1153)	con	Y	--	0.48	2E	60	
BRAXTON DRIVE	Daffodil Ln (SR 2376) -- Piney Church Rd (SR 1154)	con		2	0.29	2H	75	
BROOKWOOD AV	Harris St -- Church St	con		2	0.67	3-C	80	
BURNING EMBERS LN	Firebrick Ln -- Falls Lake Dr	con		2	0.42	2H	75	

CENTRAL HEIGHTS DR	NC 49 - Zion Church Rd			2	1.11	3C	80	MB
CESSNA DR (SR 1443)	Odell School Rd -- Trail Rd	con		2	0.36	2E	60	
CLARK CREEK PKWY (SR 2930)	Ellenwood Rd (SR 1461) -- Mecklenburg County	con		2	0.95	3C	80	
CLOVER RD NW	Pitts School Rd (SR 1305) -- Clearwater Dr	con		2	0.50	2E	60	
COCHRAN ROAD (SR 1306)	Pitts School Rd (SR 1305) --Roberta Rd (SR 1304)	con		2	0.92	3C	80	
CONCORD FARMS RD	Weddington Rd (SR 1431) -- Concord Farms Ext.	con		2	0.87	2L	80	MB
CONCORD FARMS RD EXT	Concord Farms Rd (SR 1432) -- US 29/Roberta Church Rd	con	Y	--	0.45	2L	80	MB
CONCORD FARMS RD EXT	US 29/Roberta Church Rd -- George Liles Pkwy	con	Y		1.05	3C	80	MB
COZART AVE SW	Lincoln St -- Georgia St	con		2	0.18	2H	75	
CRESTSIDE DRIVE SE	Branchview Dr (NC 3) -- Corban Ave/Mt Pleasant Hwy (NC 73)	con		2	0.93	2G	85	
DAFFODIL LN (SR 2376)	Braxton Dr -- Scotland Dr	con		2	0.43	2H	75	
DC DRIVE (SR 2320)	Zion Church Rd (SR 1153) -- End / DC Dr Ext	con		2	0.65	2E	60	
DC DRIVE EXT	End / DC Dr -- Braxton Dr	con	Y	--	0.58	2E	60	
DEAL STREET SE	Mt Pleasant Hwy (NC 73) -- Old Salisbury-Concord Rd	con		2	0.67	2H	75	
DRAKE MILL LN	Rocky River Rd(SR 1139) --Greene Mill Ave SW	con		2	1.15	3C	80	
DRAKE MILL LN EXT	Greene Mill Rd -- Flows Store Rd (SR 1132)	con	Y	--	1.01	3C	80	
ELLENWOOD RD (SR 1461)	Harris Rd (SR 1449) -- Clark Creek Pkwy (SR 2930)	con		2	0.79	3C	80	
ELLENWOOD RD EXT / CLARK CREEK PKWY	Aragorn Ln -- Benjamin Walker Ln	con	Y	--	0.32	3C	80	
EPWROTH ST NW	Central Dr Ext -- Liske Ave NW	con		2	0.25	2H	75	
EVA DR NW	Poplar Tent Rd -- Poplar Tent Rd	con		2	1.60	2E	60	
FALCON DR	Zion Church Rd (SR 1152) -- End/Flintridge Dr Ext	con		2	0.87	2H	75	
FALLS LAKE DR	Burning Embers Ln -- Central Heights Dr			2	0.44	2H	75	
FARMWOOD BLVD SW	Roberta Rd -- Woodcrest Dr	con		2	0.19	3C	80	
FIREBRICK LN SW	Hearth Ln SW -- Burning Embers Ln	con		2	0.11	2H	75	
FLINTRIDGE DR EXT	Flintridge Dr -- Simplicity Rd	con	Y	--	0.68	2H	75	
FULTON CT	US 601 -- Manteo Dr Ext	con		2	0.16	2E	60	
GEORGIA ST SW	Corban Ave SW -- Cozart Ave	con		2	0.98	2H	75	
GOODMAN RD (SR 1441)	Poplar Tent Rd (SR 1394) -- Glen Afton Blvd	con		2	1.14	3C	80	
GREEN STREET SW	Roberta Rd (SR 1304) -- Old Charlotte Rd (SR 1157)	con		2	0.70	2E	60	
GROFF ST NW	Poplar Tent Rd (SR 1394) -- Pipers Landing Sub. (Rock Hill Church Rd)	con		2	0.42	2E	60	
HARRIS STREET NW	Brookwood Ave NW -- Morton Ave NW	con		2	0.92	2H	75	
HEARTH LN SW	Rocky River Rd (SR 1139) -- Firebrick Ln	con		2	0.30	2H	75	
HEDGEMORE CT (SR 1433)	Pitts School Rd -- End / Hedgemore Ct Ext	con		2	0.55	3C	80	
HEDGEMORE CT EXT	Hedgemore Ct -- Concord Farms Rd Ext	con	Y	--	0.39	3C	80	
HEGLAR RD	NC 49 -- Old Airport Rd	con		2	0.78	3C	80	
HIGH MEADOW DR (SR 1274)	Rocky River Rd -- End / High Meadow Dr Ext	con		2	0.65	2E	60	
HIGH MEADOW DR EXT	High Meadow Dr -- Zion Church Rd (SR 1152)	con	Y	--	0.87	2E	60	
JOHN Q HAMMONS DR NW	Bruton Smith Blvd -- Scott Padgett Pkwy	con		2	0.27	3C	80	
KISER WOODS DRIVE SW	Central Heights Dr -- Kendra Dr SW	con		2	0.23	2H	75	
LANSFAIRE AVE NW	Laurel View Dr NW -- Sunberry Ln NW	con		2	0.05	3C	80	
LAUREL VIEW DRIVE NW	George Liles Pkwy -- Sunberry Ln Ext	con		2	0.28	3C	80	
LAWNDALE AVE SE	Union St S -- NC 3	con		2	0.67	2E	60	
LISKE AVE NW	Epworth St NW -- White St NW	con		2	0.18	2H	75	
MANOR AVE SW	Union St S -- US 601	con		2	0.80	3C	80	
MANTEO DR	Flowe Store Rd -- End/Manteo Dr Ext	con		2	0.36	2E	60	
MANTEO DR EXT	Fulton Ct -- Manteo Dr	con	Y	--	0.47	2E	60	
MEADOW OAKS DR	Pleasant Hill Dr -- NC 73			2	0.10	2E	60	
MILLS AVE NW	Kannapolis Hwy (SR 1008) -- Central Dr	con		2	0.10	3C	80	
MILLSTREAM RIDGE DR	Clark Creek Pkwy -- Christenbury Pkwy	con		2	0.68	2H	75	
MONTFORD AVE NW	US-29 (Concord Pkwy -- Rock Hill Church Rd)	con		2	1.13	2E	60	
MORTON AVE NW	Harris St NW -- Davidson Dr NW	con		2	0.22	3C	80	
MOSS FARM ST EXT	Harris Rd (SR 1449) --Odell School Rd	con	Y	--	1.51	3C	80	
MOSS FARM ST NW	Moss Plantation Ave NW -- Harris Rd (SR 1449)	con		2	0.55	3C	80	
MOSS PLANTATION AVE NW	Ravenscroft Dr -- End/Moss Plantation Ave NW Ext	con		2	1.42	3C	80	
MOSS PLANTATION AVE NW EXT	Moss Plantation Ave NW -- Odell School Rd	con	Y	--	0.45	3C	80	
MOTORSPORTS DR	Stough Rd (SR 1309) -- End / Motorsports Dr Ext	con		2	0.32	3C	80	
MOTORSPORTS DR EXT	Motorsports Dr -- Blackwelder Rd (SR 1307)	con	Y	--	0.68	3C	80	
NEISLER RD (SR 2404)	Gold Hill Rd -- Old Salisbury-Concord Rd	con		2	1.39	2E	60	
NEISLER RD EXT	Old Salisbury-Concord Rd -- Penninger Rd	con	Y	--	1.47	2E	60	
NEISLER RD EXT	Penninger Rd -- Centergrove Rd	con	Y	--	0.51	2E	60	
NEW PROPOSED RD	Zion Church Rd (SR 1153) -- Flows Store Rd (SR 1132)	con	Y	--	0.86	2H	75	
NEW PROPOSED RD	Pitts School Rd SW (SR 1305) -- US 29 (Concord Pkwy)	con	Y	--	0.24	2H	75	
OLD SOUTH CT	Saddlewood Cir -- End / Old South Ct Ext	con		2	0.07	2H	75	
OLD SOUTH CT EXT	Old South Ct -- Union Cemetery Rd	con	Y	--	1.22	2H	75	
OLD SPEEDWAY DRIVE NW	Montgrove Place NW -- Poplar Tent Road	con		2	0.79	2H	75	

PERRY ST	Pitts School Rd NW (SR 1305) -- US 29 (Concord Pkwy)	con		2	0.28	2H	75	
PINEY CHURCH RD	Zion Church Rd (SR 1153) -- Flowes Store Rd (SR 1132)	con		2	2.29	2H	75	
POPLAR CROSSING DR NW	Poplar Tent Rd -- George Liles Pkwy	con		2	0.52	3C	80	
RED TIP RD EXT	Red Tip Dr -- NC 73	con	Y	2	0.76	2E	60	
ROBINS WAY SW	US 29 (Concord Pkwy) -- Pitts School Rd NW (SR 1305)	con		2	0.33	2H	75	
SADDLEWOOD CIR SW	Woodcrest Dr SW -- Old South CT	con		2	0.13	3C	80	
SCOTT PADGETT PKWY NW	Bruton Smith Blvd -- John Q Hammons Dr NW	con		2	0.12	3C	80	
SCOTTLAND DR (SR 2910)	Daffodil Ln -- Piney Church Rd	con		2	0.17	2H	75	
SPRING ST NW	Brookwood Ave NW -- Old Salisbury-Concord	con		2	1.08	2H	75	
SPRING ST SW	Old Salisbury-Concord -- Wilshire Ave	con		2	1.24	2H	75	
TRAIL RD	Cessna Dr (SR 1443) -- End / Trail Rd Ext	con		2	0.40	2E	60	
TRAIL RD EXT	Trail Rd -- Goodman Rd	con	Y	--	0.66	2E	60	
TRANSIT CT	US 29 -- End			2	0.25	2E	40-95	
TRIBECK	US 29 -- Pitts School Rd (SR 1305)	con	Y	--	1.05	2H	75	
UNION CEMETERY ROAD SW	Old Charlotte Rd -- Wilshire Ave SW	con		2	0.48	2H	75	
UNION ST N	Buffalo Ave -- Corban Ave	con		2	0.68	2G	85	
VILLAGE COMMONS ST NW	NC 73 -- Moss Plantation Ave NW	con		2	0.35	3C	80	
WHIPPOORWILL LN (SR 3010)	Falcon Dr -- End / Whippoorwill Ln Ext	con		2	0.23	2H	75	
WHIPPOORWILL LN EXT	Whippoorwill Ln -- Flowes Store Rd	con	Y	--	0.26	2H	75	
WHITE ST NW	Liske Ave -- Cabarrus Ave W	con		2	0.52	2H	75	
WOODCREST DR SW	Farmwood Blvd SW -- Saddlewood Cir SW	con		2	0.09	3C	80	

## CTP Street Appendix Change Summary

### **Additions**

- Flowes Store Rd
- Groff St NW
- Montford Ave NW
- Concord Farms Rd Ext (US-29 – George Liles Pkwy)

### **Removal/Deletes**

- Stowe Ln Ext
- Windswept Rd

### **Cross Section Update**

- Concord Farms Rd Ext from Weddington Rd – US-29 (3-C → 2-L)
- Hedgemore Ct/Hedgemore Ct Ext (2-H → 3-C)

### **Facility Type Change**

- Buffalo Ave (Minor Thoroughfare → 2-lane Major)
- Cabarrus Ave from US 29 -- US 601 (Boulevard --> Multi-lane Major)
- Cabarrus Ave from US-601 to Church St (Boulevard --> 2-lane Major)
- Central Dr (Major Collector --> Minor Thoroughfare)
- Central Dr Ext (Minor Thoroughfare --> Major Collector)
- Copperfield Blvd (Other Major --> Multi-lane Major)
- Cox Mill Rd (Minor Thoroughfare --> 2-lane Major)
- Flowes Store Rd (Other Major Thoroughfare → 2-lane Major)
- International Dr (Boulevard --> 2-lane Major)
- Kannapolis Hwy (Other Major --> 2-Lane Major)
- McGill Ave (Minor Thoroughfare --> 2-Lane Major)
- Morehead Rd (Other Major → Boulevard)
- NC 3 (Boulevard --> Multi-lane Major)
- Old Airport Rd (Minor Thoroughfare --> 2-Lane Major)
- Rock Hill Church Rd (Minor Thoroughfare --> 2-Lane Major)
- Union St (Minor Thoroughfare --> 2-Lane Major)
- US 601 (Other Maj --> Boulevard)
- Zion Church Rd (Minor Thoroughfare --> 2-Lane Major)
- Zion Church Rd E (Minor Thoroughfare --> 2-Lane Major)

### **Multi-Use Path Designation Added**

- Cabarrus Ave (Old Charlotte – Powder St)
- Central Heights Dr (NC-49 -- Zion Church Rd)
- Concord Farms Rd/Concord Farm Rd Ext
- Cox Mill Rd (Poplar Tent Rd – Christenbury Pkwy)

- Flowes Store Rd (Zion Church Rd – Irish Buffalo Creek)
- Harris Rd (Meck Co -- Odell School Rd (SR 1442))
- Lake Concord Rd
- Morehead Rd (Performance Dr -- US 29)
- NC-49 (Old Charlotte Rd -- George Liles Blvd/Stough Rd)
- Odell School Rd (NC 73 -- Poplar Tent Rd)
- Old Salisbury-Concord Rd (NC 3 -- Penninger Rd)
- Pitts School Rd
- Powder St (Cabarrus Ave – Corban Ave)
- Rutherford St
- Rock Hill Church Rd (Weddington Rd -- US 29)
- Weddington Rd (Rueben Linker Rd – Bruton-Smith Blvd)

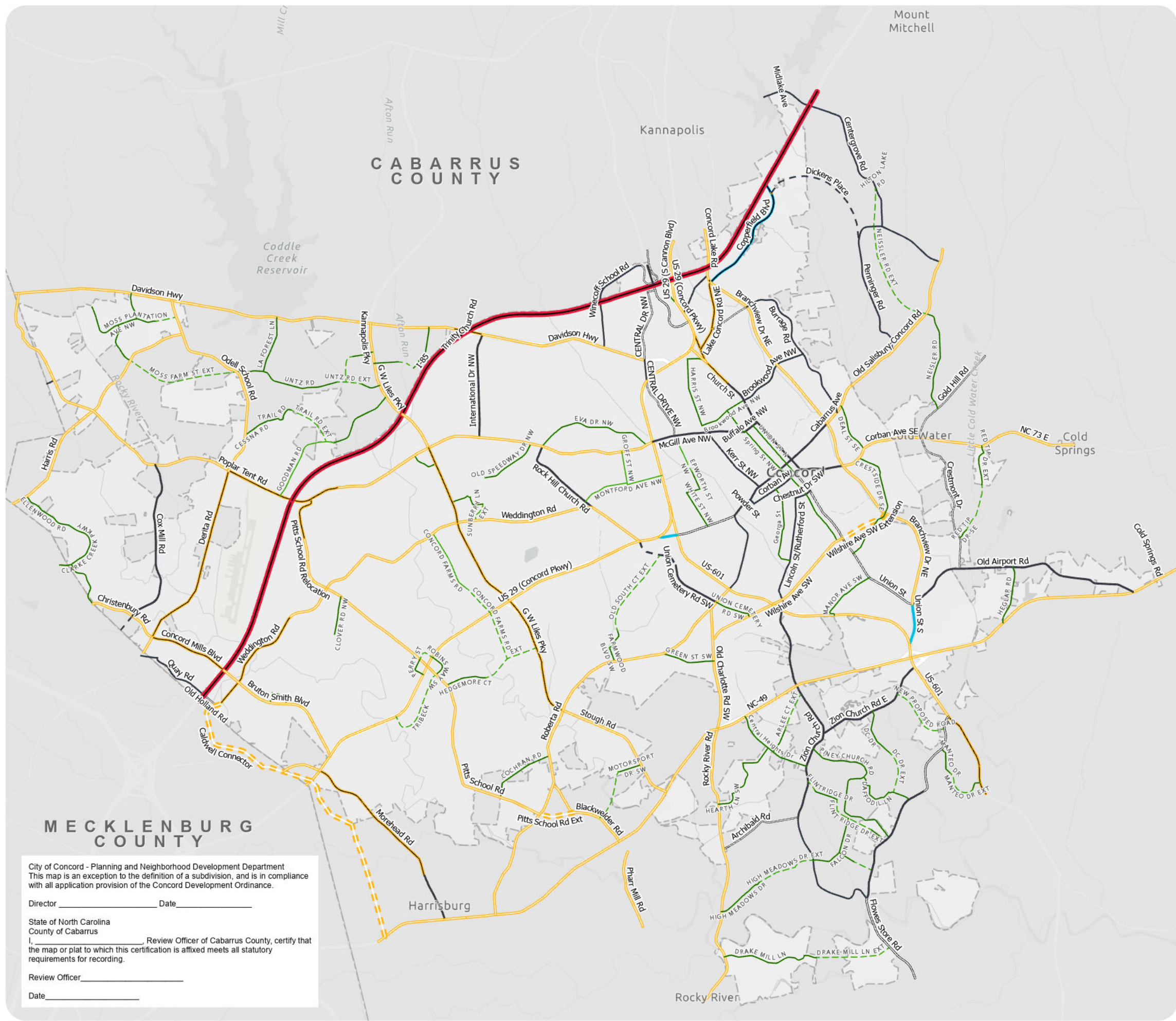
#### **Status Change**

- Derita Rd (Projected → Existing)
- Flowes Store Rd (Existing → Projected)
- Concord Farms Rd (Existing → Projected)
- Hedgemore Ct (Existing → Projected)

## CITY OF CONCORD

### Comprehensive Transportation Plan

Facility Types and Control of Access  
( Listed in Order of Mobility Function )



	Existing	Projected	New Location
Freeway			
Expressway (Multilane Divided)			
Boulevard (Multilane Divided)			
Major Thoroughfare (Multilane Undivided)			
Major Thoroughfare (2 Lane)			
Minor Thoroughfare			
Major Collector			



**COMPREHENSIVE TRANSPORTATION PLAN FOR THE CITY OF CONCORD AND PORTIONS OF THE CABARRUS-ROWAN METROPOLITAN PLANNING ORGANIZATION (CRMPO).**

Official Transportation Plan Map approved pursuant to the NC GENERAL STATUTE 136-66.2 and The City of Concord Code of Ordinances. This the \_\_\_ Day of \_\_\_\_\_, 2024.

Office of the City Clerk  
City of Concord  
35 Cabarrus Ave W.  
Concord, NC 28025  
(701) 920-5205

Location: City of Concord, Cabarrus County, North Carolina  
Townships 1, 2, 3, 4, 5, 11, 12

Prepared by: City of Concord Transportation Department

OFFICIAL TRANSPORTATION PLAN MAP

This the \_\_\_ Day of \_\_\_\_\_, 2024.

Director of Transportation Department  
CITY OF CONCORD  
NORTH CAROLINA

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

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

This map is an exception to the definition of a subdivision of land.

City of Concord - Planning and Neighborhood Development Department  
This map is an exception to the definition of a subdivision, and is in compliance with all application provision of the Concord Development Ordinance.

Director \_\_\_\_\_ Date \_\_\_\_\_

State of North Carolina  
County of Cabarrus  
I, \_\_\_\_\_ Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Review Officer \_\_\_\_\_  
Date \_\_\_\_\_

Transportation Director \_\_\_\_\_ Date \_\_\_\_\_



# BICYCLE / PEDESTRIAN RECOMMENDATIONS

Proposals that address identified needs through 2050



## City of Concord

### Comprehensive Transportation Plan

#### Bicycle and Pedestrian Features

	Proposal ID #	Existing	Proposed
Bicycle	#		
Pedestrian	#		
Bicycle and Pedestrian	#		
Multiuse Path	#		
Bicycle and Pedestrian Bridge	#		
Denotes Highway Incidental	★		

#### Other Features

Studied Roads

MPO Boundary

RPO Boundary

Sheet 3 of 3

### COMPREHENSIVE TRANSPORTATION PLAN FOR THE CITY OF CONCORD AND PORTIONS OF THE CABARRUS-ROWAN METROPOLITAN PLANNING ORGANIZATION (CRMPO).

Official Transportation Plan Map approved pursuant to the NC GENERAL STATUTE 136-66.2 and The City of Concord Code of Ordinances. This the \_\_\_ Day of \_\_\_\_\_ 2024.

Location: City of Concord, Cabarrus County, North Carolina  
Townships 1, 2, 3, 4, 5, 11, 12  
Office of the City Clerk  
City of Concord  
35 Cabarrus Ave W.  
Concord, NC 28025  
(701) 920-5205

Prepared by: City of Concord Transportation Department

OFFICIAL TRANSPORTATION PLAN MAP

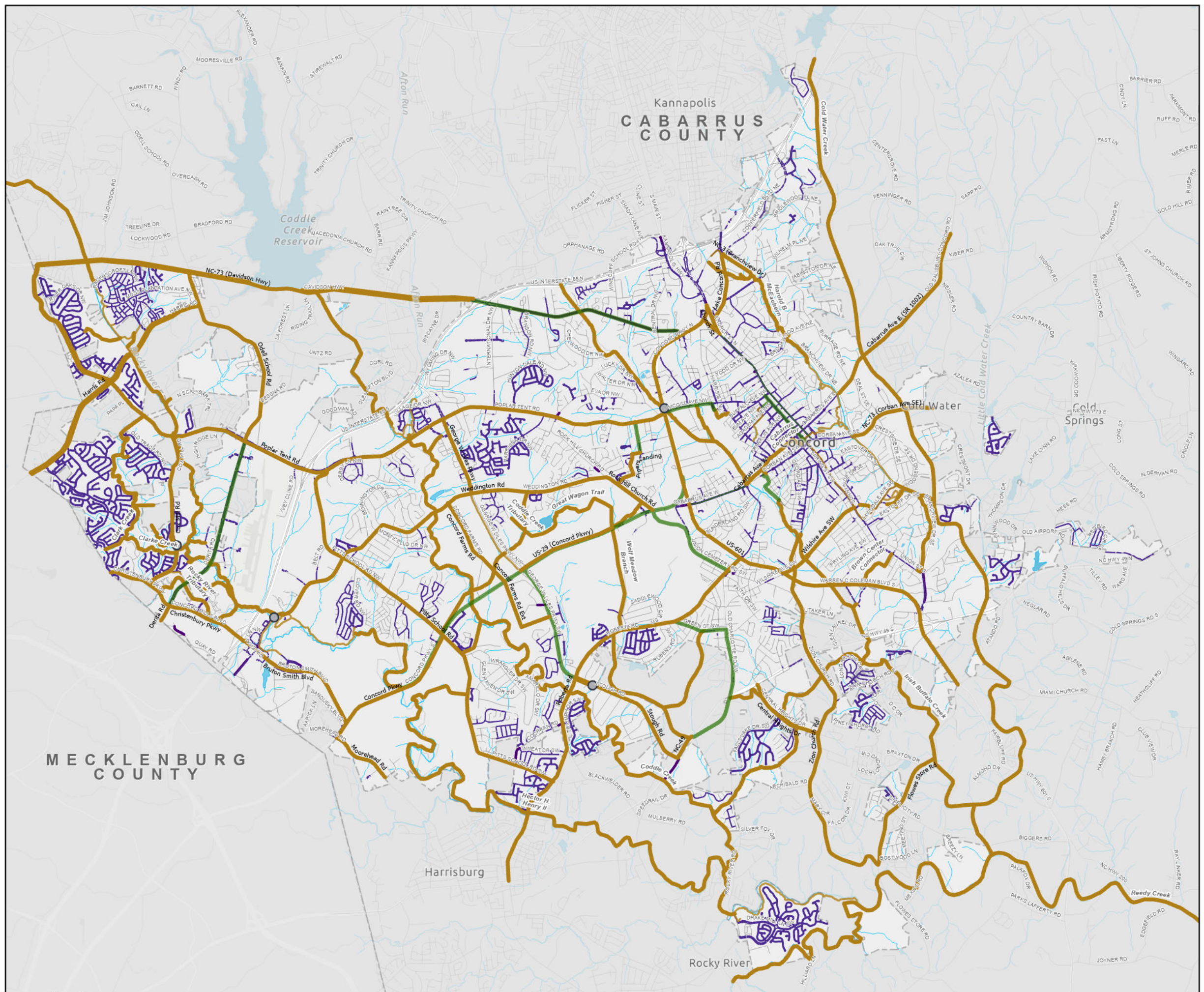
This the \_\_\_ Day of \_\_\_\_\_ 2024.

Director of Transportation Department  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST: Kim J. Deason, City Clerk William C. Dusch, Mayor

This map is an exception to the definition of a subdivision of land.

Transportation Director \_\_\_\_\_ Date \_\_\_\_\_



**PUBLIC TRANSPORTATION AND RAIL RECOMMENDATIONS**  
Proposals that address identified needs through 2050



**CITY OF CONCORD**

**Comprehensive Transportation Plan**

Public Transportation and Rail Features

	Proposal ID #	Existing	Proposed
Urban Fixed Bus Corridors	#		
Regional Bus Corridors	#		
Rural Fixed Bus Corridors	#		
Fixed Guideway	#		
Amtrak / Freight Route	#		
Current Railroad	#		
Transit Facility	#		
Park and Ride Lot	#		
Amtrak Station	#		
Intermodal Terminal	#		
Denotes Highway Incidental	★		



Sheet 2 of 3

**COMPREHENSIVE TRANSPORTATION PLAN FOR THE CITY OF CONCORD AND PORTIONS OF THE CABARRUS-ROWAN METROPOLITAN PLANNING ORGANIZATION (CRMPO).**

Official Transportation Plan Map approved pursuant to the NC GENERAL STATUTE 136-66.2 and The City of Concord Code of Ordinances. This the \_\_\_ Day of \_\_\_\_\_ 2024.

Location: City of Concord, Cabarrus County, North Carolina  
Townships 1, 2, 3, 4, 5, 11, 12

Prepared by: City of Concord Transportation Department

OFFICIAL TRANSPORTATION PLAN MAP

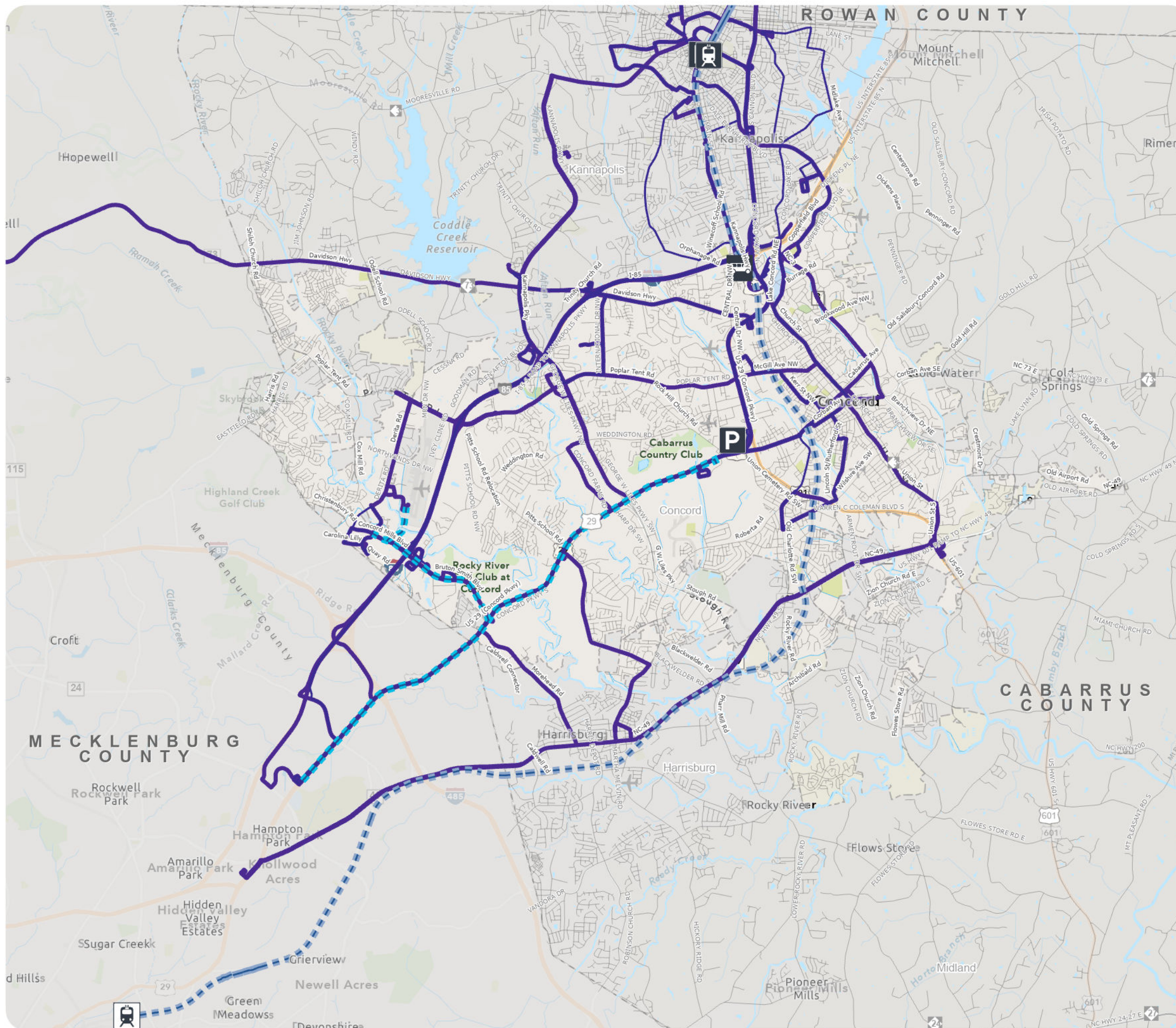
This the \_\_\_ Day of \_\_\_\_\_ 2024.

Director of Transportation Department  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST: Kim J. Deason, City Clerk William C. Dusch, Mayor

This map is an exception to the definition of a subdivision of land.

Transportation Director \_\_\_\_\_ Date \_\_\_\_\_



# Executive Summary

The Executive Summary is a summation of this agreement and is not intended to be used as the agreement between the Department (North Carolina Department of Transportation) and the Party (Entity).

**Entity:** City of Concord

**County:** Cabarrus

**TIP:** BL-0087

**Project:** Various City Street Sidewalks

**Scope:** Construction of sidewalks on Elm Avenue from Glenn Street to Alexander Street, Glenn Street from Elm Avenue to Academy Avenue, Crowell Drive from Clearwater Arts Center driveway to Cedar Avenue, and Cedar Drive from Georgia Street to Beech Street.

**Eligible Activities:**

<b>PE</b>	50848.1.1	Design
		Environmental
<b>ROW</b>	50848.2.1	ROW Acquisition
		Utility Relocation
<b>CON</b>	50848.3.1	Construction
<b>OTHER</b>		
<b>FEDERAL-AID</b>	5084801	

Fund Source	Federal Funds Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
Transportation Alternatives Program	\$1,300,000	80 %	\$325,000	20 %
<b>Total Available Funding</b>		<b>\$1,625,000</b>		

**Responsibility:** The City of Concord shall be responsible for all aspects of the project.

NORTH CAROLINA

**LOCALLY ADMINISTERED PROJECT -  
FEDERAL**

CABARRUS COUNTY

DATE: 1/8/2024

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: BL-0087

AND

WBS Elements: PE 50848.1.1

ROW 50848.2.1

CITY OF CONCORD

CON 50848.3.1

OTHER FUNDING:

FEDERAL-AID NUMBER: 5084801

CFDA #: 20.205

Total Funds [NCDOT Participation] \$1,300,000

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

**WITNESSETH:**

WHEREAS, the Infrastructure Investment and Jobs Act (IIJA) allows for the allocation of federal funds to be available for certain specified transportation activities; and,

WHEREAS, the Municipality has requested federal funding for Various City Street Sidewalks, hereinafter referred to as the Project, in Cabarrus County, North Carolina; and,

WHEREAS, subject to the availability of federal funds, the Municipality has been designated as a recipient to receive funds allocated to the Department by the Federal Highway Administration (FHWA) up to and not to exceed the maximum award amount of \$1,300,000 for the Project; and,

WHEREAS, the Department has agreed to administer the disbursement of said funds on behalf of FHWA to the Municipality for the Project in accordance with the Project scope of work and in accordance with the provisions set out in this Agreement; and,

WHEREAS, the Department has programmed funding in the approved Transportation Improvement Program for the Project; and,

WHEREAS, the governing board of the Municipality has agreed to participate in certain costs and to assume certain responsibilities in the manner and to the extent as hereinafter set out; and,

WHEREAS, this Agreement is made under the authority granted to the Department by the North Carolina General Assembly including, but not limited to, the following applicable legislation: General Statutes of North Carolina (NCGS) Section 136-66.1, Section 136-71.6, Section 160A-296 and 297, Section 136-18, Section 136-41.3 and Section 20-169, to participate in the planning, construction and/or implementation of the Project approved by the Board of Transportation.

NOW, THEREFORE, this Agreement states the promises and undertakings of each party as herein provided, and the parties do hereby covenant and agree, each with the other, as follows:

## **1. GENERAL PROVISIONS**

### **FEDERAL FUNDING ACCOUNTABILITY AND TRANSPARENCY ACT**

All parties to this Agreement, including contractors, subcontractors, and subsequent workforces, associated with any work under the terms of this Agreement shall provide reports as required by the Federal Funding Accountability and Transparency Act (FFATA) for this Project.

### **AGREEMENT MODIFICATIONS**

Any modification to scope, funding, responsibilities, or time frame will be agreed upon by all parties by means of a Supplemental Agreement.

### **LOCAL PUBLIC AGENCY TO PERFORM ALL WORK**

The Municipality shall be responsible for administering all work performed and for certifying to the Department that all terms set forth in this Agreement are met and adhered to by the Municipality and/or its contractors and agents. The Department will provide technical oversight to guide the Municipality. The Department must approve any assignment or transfer of the responsibilities of the Municipality set forth in this Agreement to other parties or entities.

### **PERSON IN RESPONSIBLE CHARGE**

The Municipality shall designate a person or persons to be in responsible charge of the Project, in accordance with Title 23 of the Code of Federal Regulations, Part 635.105. The person, or persons, shall be expected to:

- Administer governmental project activities, including those dealing with cost, time, adherence to contract requirements, construction quality and scope of Federal-aid projects;

- Maintain knowledge of day to day project operations and safety issues;
- Make or participate in decisions about changed conditions or scope changes that require change orders or supplemental agreements;
- Visit and review the project in accordance with the project scope and scale;
- Review financial processes, transactions and documentation to reduce the likelihood of fraud, waste, and abuse;
- Direct project staff, agency or consultant, to carry out project administration and contract oversight, including proper documentation; and
- Be aware of the qualifications, assignments and on-the-job performance of the agency and consultant staff at all stages of the project.

The person in responsible charge must be a full-time employee of the Municipality, but the duties may be split among several employees, if necessary.

#### **COMPLIANCE WITH STATE/FEDERAL POLICY**

The Municipality, and/or its agent, including all contractors, subcontractors, or sub-recipients shall comply with all applicable Federal and State policies and procedures, stated both in this Agreement and in the Department's guidelines and procedures, including the *Local Programs Management Handbook*.

#### **FAILURE TO COMPLY - CONSEQUENCES**

Failure on the part of the Municipality to comply with any of the provisions of this Agreement will be grounds for the Department to terminate participation in the costs of the Project and, if applicable, seek repayment of any reimbursed funds.

## **2. SCOPE OF PROJECT**

The Project consists of Construction of sidewalks on Elm Avenue from Glenn Street to Alexander Street, Glenn Street from Elm Avenue to Academy Avenue, Crowell Drive from Clearwater Arts Center driveway to Cedar Avenue, and Cedar Drive from Georgia Street to Beech Street.

The Department's funding participation in the Project shall be restricted to the following eligible items:

- Construction

as further set forth in this Agreement.

### 3. FUNDING

#### PROGRAMMING AND AUTHORIZATION OF FEDERAL FUNDS

The funding currently programmed for the project in the State Transportation Improvement Program (STIP) is Transportation Alternatives Program. The funding source may be modified with the coordination and approval of the respective Metropolitan Planning Organization (MPO) and/or the Department prior to authorization of funds. The Department will authorize and reimburse federal funding based on the type of federal funding that is programmed in the STIP at the time of the authorization request. The Department will notify the Municipality of the type of federal funds authorized by issuing a Technical Amendment – Funds Authorization letter. A modification in the source of funds will have no effect on project responsibilities outlined in this agreement.

#### REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 80% of eligible expenses incurred by the Municipality up to a maximum amount of One Million Three Hundred Thousand Dollars (\$1,300,000), as detailed below. The Municipality shall provide the non-federal match, as detailed in the FUNDING TABLE below, and all costs that exceed the total available funding.

#### FUNDING TABLE

<b>Fund Source</b>	<b>Federal Funds Amount</b>	<b>Reimbursement Rate</b>	<b>Non-Federal Match \$</b>	<b>Non-Federal Match Rate</b>
Transportation Alternatives Program	\$1,300,000	80%	\$325,000	20%
<b>Total Available Funding</b>		<b>\$1,625,000</b>		

#### WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside, but is not limited to, ten percent (10%) of the total available funding, or \$162,500, to use towards

the costs related to review and oversight of this Project. These costs may include but are not limited to: review and approval of plans, environmental documents, contract proposals, and engineering estimates; performance of any phase of work, for example, contract administration or construction engineering and inspection; oversight of any phases; or any other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all costs of work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the total available funding.

#### **4. PERIOD OF PERFORMANCE**

The Municipality has three (3) years to complete all work outlined in the Agreement from the date of authorization of Federal Construction funds. Completion for this Agreement is defined as completion of all construction activities or implementation activities, acceptance of the project, and submission of a final reimbursement package to the Department.

If additional time is needed to complete the Project, then a supplemental agreement must be executed. The Department may allow up to three additional months for submission of final reimbursement package by the Municipality, without entering into a supplemental agreement. The Department and/or FHWA reserves the right to revoke the funds awarded if the Municipality is unable to meet milestone dates included herein.

#### **5. PRELIMINARY ENGINEERING AUTHORIZATION**

If Preliminary Engineering is an eligible expense, then upon receipt of an executed agreement, the Department will authorize Preliminary Engineering funds and shall notify the Municipality, in writing, once funds have been authorized and can be expended. The Municipality shall not initiate any work, nor solicit for any professional services prior to receipt of written authorization from the Department to proceed. Any work performed, or contracts executed, prior to receipt of written authorization to proceed will be ineligible for reimbursement.



## 6. PROFESSIONAL AND ENGINEERING SERVICES

The Municipality shall comply with the policies and procedures of this provision if the Municipality is requesting reimbursement for the Preliminary Engineering contract or the Construction Contract Administration / Construction Engineering and Inspection contract.

### PROCUREMENT POLICY

When procuring professional services, the Municipality must adhere to Title 2 Code of Federal Regulations Part 200; Title 23 of the Code of Federal Regulations, Part 172; Title 40 United States Code, Chapter 11, Section 1101-1104; NCGS 143-64.31; and the Department's *Policies and Procedures for Major Professional or Specialized Services Contracts*. Said policies and standards are incorporated in this Agreement by reference at [www.fhwa.dot.gov/legsregs/legislat.html](http://www.fhwa.dot.gov/legsregs/legislat.html) and [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

- The Municipality shall ensure that a qualified firm is obtained through an equitable selection process, and that prescribed work is properly accomplished in a timely manner and at a just and reasonable cost.
- All Professional Services Firms shall be pre-qualified by the Department in the Work Codes advertised.
- A pre-negotiation audit will be conducted by the Department's External Audit Branch. The Municipality shall not execute a consultant contract until the Department's review has been completed.

### SMALL PROFESSIONAL AND ENGINEERING SERVICES FIRMS REQUIREMENTS

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Small Professional Services Firms (SPSF). This policy conforms with the SPSF Guidelines as approved by the North Carolina Board of Transportation.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

## **WORK BY ENTITY**

If the Design, Planning, Contract Administration and/or Construction Engineering and Inspection required for this project will be undertaken by the Municipality, and the Municipality requests reimbursement, then the Municipality must submit a request and supporting documentation to the Department for review and approval, prior to any work being initiated by the Municipality.

## **7. PLANNING / ENVIRONMENTAL DOCUMENTATION**

The Municipality shall prepare the environmental and/or planning document, including any environmental permits, needed to construct the Project, in accordance with the National Environmental Policy Act (NEPA) and all other appropriate environmental laws and regulations. All work shall be performed in accordance with Departmental procedures and guidelines. Said documentation shall be submitted to the Department for review and approval.

- The Municipality shall be responsible for preparing and filing with all proper agencies the appropriate planning documents, including notices and applications required to apply for those permits necessary for the construction of the desired improvements. Copies of approved permits should be forwarded to the Department.
- The Municipality shall advertise and conduct any required public hearings.
- If any permit issued requires that action be taken to mitigate impacts associated with the improvements, the Municipality shall design and implement a mitigation plan. The Department will determine if any mitigation costs are eligible for reimbursement. The Municipality shall bear all costs associated with penalties for violations and claims due to delays.
- The Municipality shall be responsible for designing an erosion control plan if required by the North Carolina Sedimentation Pollution Control Act of 1973, NCGS 113A, Article 4, incorporated in this Agreement by reference at [www.ncleg.net/gascripts/Statues/Statutes.asp](http://www.ncleg.net/gascripts/Statues/Statutes.asp) and obtaining those permits required thereby in order to construct the Project. During the construction of the improvements, the Municipality, and its contractors and agents, shall be solely responsible for compliance with the provisions of said Act and the plan adopted in compliance therewith.

## **8. DESIGN**

### **CONTENT OF PLAN PACKAGE**

The Municipality, and/or its agent, shall prepare the Project's plans, specifications, and a professional estimate of costs (PS&E package), in accordance with the Department's guidelines and procedures, and applicable Federal and State standards. All work shall be submitted to the Department for review and approval. The plans shall be completed to show the design, site plans, landscaping, drainage, easements, and utility conflicts.

## **9. RIGHT OF WAY / UTILITY AUTHORIZATION**

If the costs of right of way acquisition or utility relocation are an eligible expense, the Municipality shall submit a letter of request to the Department to authorize and set up right of way and/or utility funding. The acquisition for right of way, construction easements, and/or utility relocation may be undertaken only after the Municipality receives written authorization from the Department to proceed.

## **10. PROJECT LIMITS AND RIGHT OF WAY (ROW)**

The Municipality shall comply with the policies and procedures of this provision regardless of whether the Municipality is requesting reimbursement for the Right of Way phase of the Project.

### **SPONSOR PROVIDES ROW**

The Municipality, at no liability whatsoever to the Department, shall be responsible for providing and/or acquiring any required ROW and/or easements for the Project.

### **ROW GUIDANCE**

The Municipality shall accomplish all ROW activities, including acquisition and relocation, in accordance with the following: Title 23 of the Code of Federal Regulations, Part 710, Subpart B and Title 49 of the Code of Federal Regulations, Part 24, [Uniform Act] incorporated by reference at [www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm); NCGS, Chapter 133, Article 2, Sections 133-5 through 133-18, Relocation Assistance, incorporated by reference at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp); and the North Carolina Department of Transportation Right of Way Manual.

## **APPRAISAL**

The Municipality shall submit the appraisal to the Department for review and approval in accordance with Departmental policies and procedures.

## **CLEARANCE OF PROJECT LIMITS / ROW**

The Municipality shall remove and dispose of all obstructions and encroachments of any kind or character (including hazardous and contaminated materials) from said ROW, with the exception that the Municipality shall secure an encroachment agreement for any utilities (which shall remain or are) to be installed within the Department's ROW, or follow other applicable approval process, for utilities within the Municipality's ROW. The Municipality shall indemnify and save harmless the Department, Federal Highway Administration, and the State of North Carolina, from any and all damages and claims for damages that might arise on account of said right of way acquisition, drainage, and construction easements for the construction of said Project. The Municipality shall be solely responsible for any damages caused by the existence of said material now and at any time in the future and will save the Department harmless from any legal actions arising as a result of this contaminated and/or hazardous material and shall provide the Department with documentation proving the proper disposal of said material.

## **RELOCATION ASSISTANCE**

The Municipality shall provide relocation assistance services and payments for families, businesses, and non-profit organizations being displaced by the Project in full accordance with the Federal relocation requirements of Title 49 Code of Federal Regulations, Part 24 [Uniform Act], as amended. Relocation assistance services and payments may be accomplished by contract with any other municipal corporation, or State or Federal agency, rendering such services upon approval by the Department and Federal Highway Administration.

## **11. UTILITIES**

The Municipality, and/or its agent, at no liability to the Department, shall relocate, adjust, relay, change or repair all utilities in conflict with the Project, regardless of ownership. All utility work shall be performed in a manner satisfactory to and in conformance with State and Federal rules and regulations, prior to Municipality beginning construction of the project. This Agreement does not modify or supersede any existing Utility Encroachment Agreements that may be in place.

## **12. RIGHT OF WAY / UTILITY / RAILROAD CERTIFICATION**

The Municipality, upon acquisition of all right of way/property necessary for the Project, relocation of utilities, and coordination with the railroad shall provide the Department all required documentation (deeds/leases/easement/plans/agreements) to secure certification. Certification is only issued after all ROW is in public ownership or property is publicly accessible by a legal document; utilities in conflict with the project are relocated, or a plan for their relocation during construction has been approved; and coordination with the railroad (if applicable) has occurred and been documented.

## **13. CONTRACT PROPOSAL AND ENGINEER'S ESTIMATE**

### **CONTRACT PROPOSAL**

The Municipality shall develop a contract proposal that will be advertised for bids. The proposal shall comply with NCDOT Specifications and Standard Drawings as applicable to the Project. The proposal shall also contain provisions, as applicable, per Title 23 Code of Federal Regulations 633 and 635 to include, but not be limited to: FHWA 1273, Buy America, Davis-Bacon Wage Rates, Non-discrimination, DBE Assurances, Contractor Certification regarding suspension and debarment, and other provisions as required by the Department.

### **ENGINEER'S ESTIMATE**

The Municipality shall develop an itemized engineer's estimate to show items referenced to the NCDOT Standard Specifications, if applicable, along with units and unit price. The engineer's estimate will be used as the basis for comparing bids received.

## **14. CONSTRUCTION AUTHORIZATION**

The Municipality shall submit the required environmental and/or planning document, ROW certification, final construction plans, total contract proposal, and an estimate of Project costs (final PS&E package) to the Department for review and approval.

- After approval of all documentation, the Department will request construction authorization from the Federal Highway Administration.
- The Municipality shall not advertise for bids prior to receiving written construction authorization from the Department.

## **15. CONTRACTOR PROCUREMENT**

### **ADVERTISE FOR BIDS**

Upon receipt of written construction authorization from the Department, the Municipality may advertise the Project. The Municipality shall follow applicable Federal and/or State procedures pertaining to the advertisement of the Project, bid opening, and award of the contract, according to Title 2 of the Code of Federal Regulations, Part 200 and Title 23 of the Code of Federal Regulations, Part 633 and Part 635, incorporated by reference at [www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm); and NCGS, Chapter 143, Article 8 (Public Contracts), incorporated by reference at [www.ncleg.net/gascrpts/Statutes/Statutes.asp](http://www.ncleg.net/gascrpts/Statutes/Statutes.asp).

### **CONSTRUCTION CONTRACTOR REQUIREMENTS**

All Contractors submitting bids on the project shall be pre-qualified by the Department. All proposed subcontractors must be pre-qualified before construction work begins. Any subcontractors who are proposed to meet the Disadvantaged Business Enterprise goal must be certified by the Department.

### **CONSTRUCTION SUBCONTRACTOR REQUIREMENTS**

Any contract entered into with another party to perform work associated with the requirements of this Agreement shall contain appropriate provisions regarding the utilization of Disadvantaged Business Enterprises (DBEs), or as required and defined in Title 49 of the Code of Federal Regulations, Part 26 and the North Carolina Administrative Code. These provisions are incorporated into this Agreement by reference <https://connect.ncdot.gov/projects/Contracts/Pages/LGA-Projects.aspx>.

- The Municipality shall not advertise nor enter into a contract for services performed as part of this Agreement, unless the Department provides written approval of the advertisement or the contents of the contract.
- If the Municipality fails to comply with these requirements, the Department will withhold funding until these requirements are met.

### **AWARDING CONTRACT**

After the advertisement of the Project for construction bids, the Municipality shall request concurrence from the Department to award the construction contract by submitting a letter along

with tabulated bids received depicting Disadvantaged Business Enterprises (DBE) goals, and a resolution recommending award of the Project to the lowest responsible, responsive bidder. The Department will review the submitted information and provide written approval to the Municipality prior to the contract being awarded by the Municipality.

#### **DELAY IN PROCUREMENT**

In the event the Project has not been let to contract within six (6) months after receiving construction authorization from the Department, the Municipality shall be responsible for documenting to the Department justification for project delay and that the Project remains in compliance with the terms of this Agreement, the approved plans and specifications, and current codes.

#### **FORCE ACCOUNT**

Force account work is only allowed when there is a finding of cost effectiveness for the work to be performed by some method other than a contract awarded by a competitive bidding process, or there is an emergency. Written approval from the Department is required prior to the use of force account by the Municipality. Federal Highway Administration regulations governing Force Account are contained in Title 23 Code of Federal Regulations, Part 635.201, Subpart B; said policy being incorporated in this Agreement by reference [www.fhwa.dot.gov/legregs/directives/cfr23toc.htm](http://www.fhwa.dot.gov/legregs/directives/cfr23toc.htm). North Carolina General Statutes governing the use of Force Account, Chapter 143, Article 8 (Public Contracts) can be found at [www.ncleg.net/gascripts/Statutes/Statutes.asp](http://www.ncleg.net/gascripts/Statutes/Statutes.asp).

### **16. CONSTRUCTION**

The Municipality, and/or its agents shall construct the Project in accordance with the plans and specifications of the Project as filed with, and approved by, the Department. During the construction of the Project, the procedures set out below shall be followed:

#### **CONSTRUCTION CONTRACT ADMINISTRATION**

The Municipality shall comply with the NCDOT Construction Manual as referenced at <http://www.ncdot.org/doh/operations/dp%5Fchief%5Feng/constructionunit/formsmanuals/construction/>, which outlines the procedures for records and reports that must be adhered to in order to obtain uniformity of contract administration and documentation. This includes, but is not limited to, inspection reports, material test reports, materials certification, documentation of quantities,

project diaries, and pay records. The Municipality, and/or its agent, shall perform the construction engineering, sampling and testing required during construction of the Project, in accordance with Departmental procedures, including the Department's Guide for Process Control and Acceptance Sampling and Testing. The Municipality shall document that said compliance was accomplished in accordance with State and Federal procedures, guidelines, standards and specifications.

## **RETAINAGE**

The Municipality shall not retain any portion of a payment due the contractor.

## **SIGNAGE**

The Municipality shall provide and maintain adequate signage and other warning devices for the protection of the public in accordance with the approved traffic control plans for the Project and the current edition of the Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways, or any subsequent revision of the same, published by the Federal Highway Administration and effective at the time of award of the contract.

## **SITE LAYOUT**

The Municipality shall be responsible for ensuring that all site layout, construction work, and Project documentation are in compliance with applicable city, state and federal permits, guidelines, and regulations, including American Association of State Highway and Transportation Officials (AASHTO) guidelines and Americans with Disabilities Act (ADA) Standards for Accessible Design ([www.usdoj.gov/crt/ada/stdspdf.htm](http://www.usdoj.gov/crt/ada/stdspdf.htm)).

## **RIGHT TO INSPECT**

The Department and representatives of the Federal Highway Administration shall have the right to inspect, sample or test, and approve or reject, any portion of the work being performed by the Municipality or the Municipality's contractor to ensure compliance with the provisions of this Agreement. Prior to any payment by the Department, any deficiencies inconsistent with approved plans and specifications found during an inspection must be corrected.



## **CONTRACTOR COMPLIANCE**

The Municipality will be responsible for ensuring that the contractor complies with all of the terms of the contract and any instructions issued by the Department or FHWA as a result of any review or inspection made by said representatives.

## **CHANGE ORDERS**

If any changes in the Project plans are necessary, the Department must approve such changes prior to the work being performed.

## **SHOP DRAWINGS**

Shop Drawings shall be submitted in accordance with the approved plans and specifications and may require review by the Designer.

## **17. CLOSE-OUT**

Upon completion of the Project, the Municipality shall be responsible for the following:

### **FINAL INSPECTION**

The Municipality shall arrange for a final inspection by the Department. Any deficiencies determined during the final field inspection must be corrected prior to final payment being made by the Department to the Municipality. Additional inspection by other entities may be necessary in accordance with the Department's guidelines and procedures. The Municipality shall provide the Department with written evidence of approval of completed project prior to requesting final reimbursement.

### **FINAL PROJECT CERTIFICATION**

The Municipality will provide a certification to the Department that all work performed for this Project is in accordance with all applicable standards, guidelines, and regulations.

## **18. MAINTENANCE**

The Municipality, at no expense or liability to the Department, shall assume all maintenance responsibilities for the Various City Street Sidewalks, or as required by an executed encroachment agreement.

## 19. REIMBURSEMENT

### SCOPE OF REIMBURSEMENT

Activities eligible for funding reimbursement for this Project shall include:

- Construction

### REIMBURSEMENT GUIDANCE

The Municipality shall adhere to applicable administrative requirements of Title 2 Code of Federal Regulations, Part 200 ([www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm)) "Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards." Reimbursement to the Municipality shall be subject to the policies and procedures contained in Title 23 Code of Federal Regulations, Part 140 and Part 172, which is being incorporated into this Agreement by reference at [www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm](http://www.fhwa.dot.gov/legsregs/directives/fapgtoc.htm). Reimbursement to the Municipality shall be subject to the guidance contained in Title 2 Code of Federal Regulations, Part 170 (<http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf>) and Office of Management and Budget (OMB) "Federal Funding Accountability and Transparency Act" (FFATA). Said reimbursement shall also be subject to the Department being reimbursed by the Federal Highway Administration and subject to compliance by the Municipality with all applicable federal policy and procedures.

### REIMBURSEMENT LIMITS

- **WORK PERFORMED BEFORE NOTIFICATION**

Any costs incurred by the Municipality prior to written notification by the Department to proceed with the work shall not be eligible for reimbursement.

- **NO REIMBURSEMENT IN EXCESS OF APPROVED FUNDING**

At no time shall the Department reimburse the Municipality costs that exceed the total funding per this Agreement and any Supplemental Agreements.

- **UNSUBSTANTIATED COSTS**

The Municipality agrees that it shall bear all costs for which it is unable to substantiate actual costs or any costs that have been deemed unallowable by the Federal Highway Administration and/or the Department's Financial Management Division.

- **WORK PERFORMED BY NCDOT**

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, shall reduce the maximum award amount of \$1,300,000 available to the Municipality under this Agreement. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the total available funding.

- **CONSTRUCTION ADMINISTRATION**

Reimbursement for construction contract administration will be made as governed by Departmental policy that limits reimbursement for construction contract administration to no more than fifteen (15%) percent of the actual construction contract of the Project. These costs will also include any cost overruns and charges to the Project by the Department during the Construction Phase.

- **CONSTRUCTION CONTRACT UNIT PRICES**

Reimbursement for construction contract work will be made on the basis of contract unit prices in the construction contract and any approved change orders.

- **RIGHT OF WAY**

Reimbursement will be limited to the value as approved by the Department. Eligible costs for reimbursement of Right of Way Acquisition include: realty appraisals, surveys, closing costs, and the agreed upon just compensation for the property, at the reimbursement rate as shown in the FUNDING TABLE.

- **FORCE ACCOUNT**

Invoices for force account work shall show a summary of labor, labor additives, equipment, materials and other qualifying costs in conformance with the standards for allowable costs set forth in 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards." Reimbursement shall be based on actual eligible costs incurred with the exception of equipment owned by the Municipality or its Project partners. Reimbursement rates for equipment owned by the Municipality or its Project partners cannot exceed the Department's rates in effect for the time period in which the work is performed.

## **BILLING THE DEPARTMENT**

- **PROCEDURE**

The Municipality may bill the Department for eligible Project costs in accordance with the Department's guidelines and procedures. Proper supporting documentation shall accompany each invoice as may be required by the Department. By submittal of each invoice, the Municipality certifies that it has adhered to all applicable state and federal laws and regulations as set forth in this Agreement.

Along with each invoice, the Municipality is responsible for submitting the FFATA Subrecipient Information Form, which is available at <https://connect.ncdot.gov/municipalities/Funding/Pages/default.aspx>.

- **INTERNAL APPROVALS**

Reimbursement to the Municipality shall be made upon approval of the invoice by the Department's Financial Management Division.

- **TIMELY SUBMITTAL OF INVOICES**

The Municipality may invoice the Department monthly for work accomplished, but no less than once every six (6) months to keep the Project funds active and available. If the Municipality is unable to invoice the Department, then they must provide an explanation. Failure to submit invoices or explanation may result in de-obligation of funds.

- **FINAL INVOICE**

All invoices associated with the Project must be submitted within six (6) months of the completion of construction and acceptance of the Project to be eligible for reimbursement by the Department. Any invoices submitted after this time will not be eligible for reimbursement.

## **20. REPORTING REQUIREMENTS AND RECORDS RETENTION**

### **PROJECT EVALUATION REPORTS**

The Municipality is responsible for submitting quarterly Project evaluation reports, in accordance with the Department's guidelines and procedures, that detail the progress achieved to date for the Project.

## **PROJECT RECORDS**

The Municipality and its agents shall maintain all books, documents, papers, accounting records, Project records and such other evidence as may be appropriate to substantiate costs incurred under this Agreement. Further, the Municipality shall make such materials available at its office and shall require its agent to make such materials available at its office at all reasonable times during the contract period, and for five (5) years from the date of payment of the final voucher by the Federal Highway Administration, for inspection and audit by the Department's Financial Management Section, the Federal Highway Administration, or any authorized representatives of the Federal Government.

## **21. OTHER PROVISIONS**

### **REFERENCES**

It will be the responsibility of the Municipality to follow the current and/or most recent edition of references, websites, specifications, standards, guidelines, recommendations, regulations and/or general statutes, as stated in this Agreement.

### **INDEMNIFICATION OF DEPARTMENT**

The Municipality agrees to indemnify and hold harmless the Department, FHWA and the State of North Carolina, to the extent allowed by law, for any and all claim for payment, damages and/or liabilities of any nature, asserted against the Department in connection with this Project. The Department shall not be responsible for any damages or claims, which may be initiated by third parties.

### **DEBARMENT POLICY**

It is the policy of the Department not to enter into any agreement with parties that have been debarred by any government agency (Federal or State). By execution of this agreement, the Municipality certifies that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Agency or Department and that it will not enter into agreements with any entity that is debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction.

## **TITLE VI - CIVIL RIGHTS ACT OF 1964**

The Municipality shall comply with Title VI of the Civil Rights Act of 1964, (Title 49 CFR, Subtitle A, Part 21). Title VI prohibits discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.

## **OTHER AGREEMENTS**

The Municipality is solely responsible for all agreements, contracts, and work orders entered into or issued by the Municipality for this Project. The Department is not responsible for any expenses or obligations incurred for the Project except those specifically eligible for the funds and obligations as approved by the Department under the terms of this Agreement.

## **AVAILABILITY OF FUNDS**

All terms and conditions of this Agreement are dependent upon, and, subject to the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

## **IMPROPER USE OF FUNDS**

Where either the Department or the FHWA determines that the funds paid to the Municipality for this Project are not used in accordance with the terms of this Agreement, the Department will bill the Municipality.

## **TERMINATION OF PROJECT**

If the Municipality decides to terminate the Project without the concurrence of the Department, the Municipality shall reimburse the Department one hundred percent (100%) of all costs expended by the Department and associated with the Project.

## **AUDITS**

In accordance with 2 CFR 200 "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," Subpart F – Audit Requirements, and the Federal Single Audit Act Amendments of 1996, the Municipality shall arrange for an annual independent financial and compliance audit of its fiscal operations. The Municipality shall furnish the Department with a copy of the annual independent audit report within thirty (30) days of completion of the report, but not later than nine (9) months after the Municipality's fiscal year ends.

## **REIMBURSEMENT BY MUNICIPALITY**

For all monies due the Department as referenced in this Agreement, reimbursement shall be made by the Municipality to the Department within sixty (60) days of receiving an invoice. A late payment penalty and interest shall be charged on any unpaid balance due in accordance with NCGS 147-86.23.

## **USE OF POWELL BILL FUNDS**

If the other party to this agreement is a Municipality and fails for any reason to reimburse the Department in accordance with the provisions for payment hereinabove provided, NCGS 136-41.3 authorizes the Department to withhold so much of the Municipality's share of funds allocated to Municipality by NCGS 136-41.1, until such time as the Department has received payment in full.

## **ENTIRE AGREEMENT**

This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.

## **AUTHORIZATION TO EXECUTE**

The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.

## **FACSIMILE SIGNATURES**

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

## **GIFT BAN**

By Executive Order 24, issued by Governor Perdue, and NCGS 133-32, it is unlawful for any vendor or contractor (i.e. architect, bidder, contractor, construction manager, design professional,

engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e. Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

## **22. SUNSET PROVISION**

All terms and conditions of this Agreement are dependent upon, and subject to, the allocation of funds for the purpose set forth in the Agreement and the Agreement shall automatically terminate if funds cease to be available.

IT IS UNDERSTOOD AND AGREED that the approval of the Project by the Department is subject to the conditions of this Agreement, and that no expenditures of funds on the part of the Department will be made until the terms of this Agreement have been complied with on the part of the Municipality.



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

ATTEST:

CITY OF CONCORD

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

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

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

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number

\_\_\_\_\_

City of Concord

Remittance Address:

\_\_\_\_\_

\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

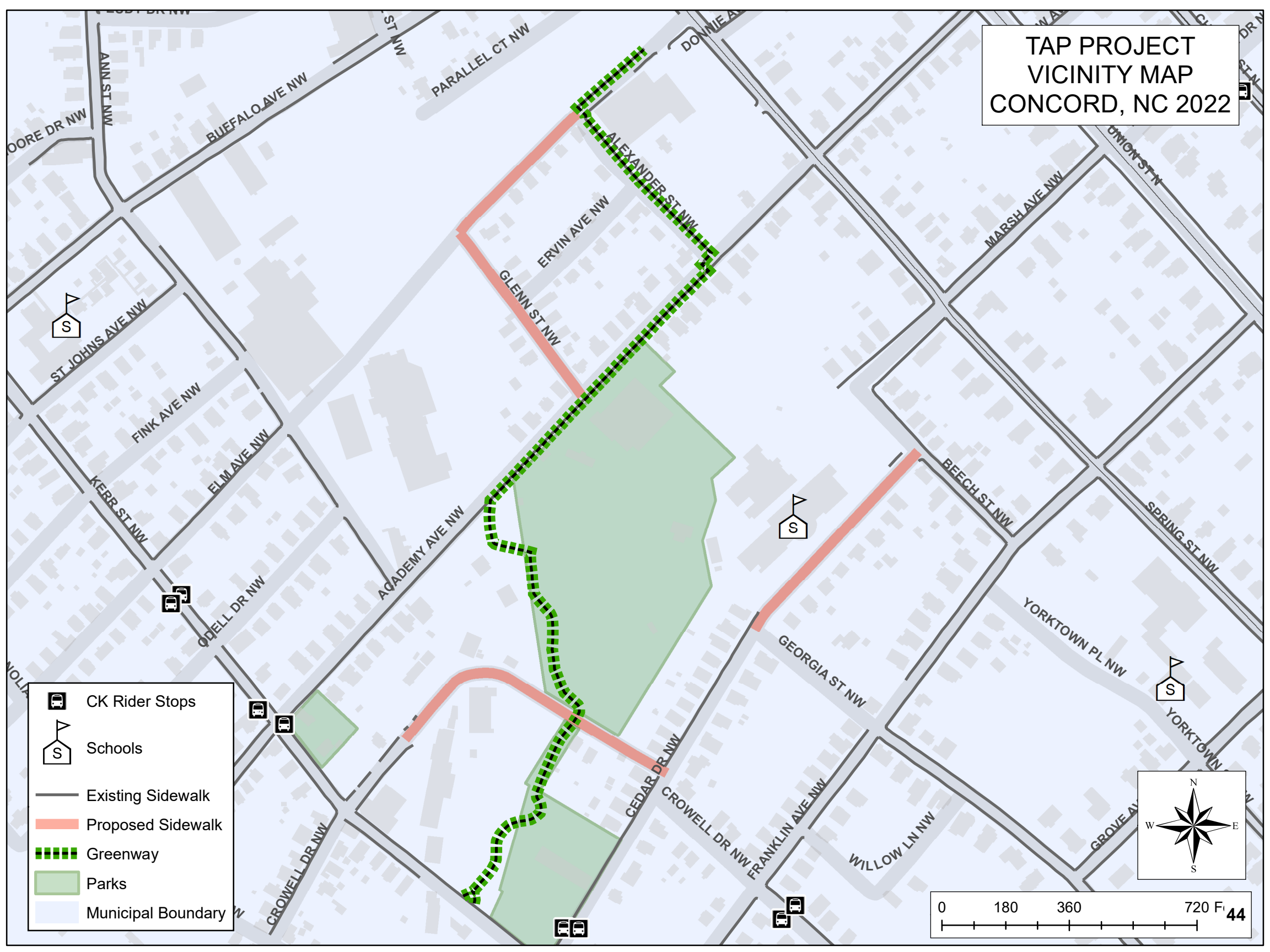
BY: \_\_\_\_\_








(CHIEF ENGINEER)

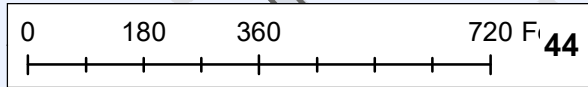
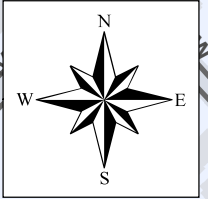
DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)

TAP PROJECT  
VICINITY MAP  
CONCORD, NC 2022



-  CK Rider Stops
-  Schools
-  Existing Sidewalk
-  Proposed Sidewalk
-  Greenway
-  Parks
-  Municipal Boundary



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

**AMENDMENT 2**

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

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**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,*<sup>1</sup> FAA Order 1050.1F – *Environmental Impacts: Policies and Procedures,*<sup>2</sup> and *1050.1F Desk Reference.*<sup>3</sup>

#### **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**

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<sup>1</sup>Federal 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.

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

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

**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 CATEX 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
<b>TOTAL</b>	<b>\$358,683.00</b>

**Amendment 2 Scope of Services:** Talbert, Bright & Ellington Inc. (**TBE**) will provide engineering, design services for utilities to be included in the North Apron Access Road project at the Concord-Padgett Regional Airport in Concord, North Carolina. The utility extensions are

required for the future north apron hangar. design will include domestic water, fire line, sewer, conduits for power, and conduits for fiber optics. The task will include the following:

## **1.0 Water and Sewer Plans**

- Regulatory guidelines for the construction and permitting of water distribution system and sanitary sewer collection system are:
  - City of Concord Development Ordinance and Code of Ordinances Utilities Article and Technical Specifications
  - City of Concord Water Distribution System Extension or Modification Check Sheet (WDSTR 2021-03)
  - Water and Sewer Authority of Cabarrus County’s (WSACC) “Standard Specifications for Wastewater Collection and Water Distribution Construction for Cabarrus County”
  - NCDEQ Rules Governing Public Water Supplies (18C)
  - NCDEQ Minimum Design Criteria for Gravity Sewer (2T)
  - A preliminary wastewater flow application (PWWF-2021) will be submitted to the City of Concord. TBE has no control over the downstream infrastructure sewer capacity or approval of this application.
- TBE will develop construction drawings for the donated water distribution system and donated sanitary sewer system. All drawings will be prepared in AutoCAD Civil 3D software. Plan and profile drawings will be prepared at a 1:40 horizontal scale and 1:4 vertical scale.
- Design plans will include plan and profile for the water main, sanitary sewer, and appropriate details. The following sheets are anticipated:
  - Water and Sewer System Overview
  - Water System Plan & Profile
  - Fire System Plan & Profile
  - Water System Service Connections
  - Water System Details (up to three)
  - Sanitary Sewer System Plan & Profile (up to seven)
  - Sanitary Sewer System Details (up to three)
- The donated water project extents are from the connection points to the existing system to the two (2) water meter and backflow preventer pad locations set by the Client.
- The donated sanitary sewer project extends from the connection point to the existing system to the building connections.

## **2 Water and Sewer Permitting**

Submit Contract Documents and permit applications to the City of Concord through the Accela Government Software. All regulatory and permitting fees will be paid by the Client.

The following permits are anticipated:

1. City of Concord Water Application (WDSEM)
2. City of Concord Sewer Application (Form WWCSEM 03-2021)

TBE will respond to and resubmit up to two (2) rounds of comments received from each agency.

TBE has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and professional opinions as to the probability and timeframe for approvals are made solely on the basis of professional experience and available data.

It is known that the Rocky River Regional Wastewater Treatment Plant (RRRWWTP) owned by the Water and Sewer Authority of Cabarrus County (WSACC) which serves the City of Concord is undergoing expansion. TBE does not warrant that the wastewater flow capacity for this development will be accepted by the City.

### **3 Project Meetings/Coordination**

Coordinate with the Airport and City of Concord regarding the project scope. Up to forty (40) hours of coordination with the permitting agencies, City and Airport personnel are assumed.

### **4 Fiber Conduit Plans**

TBE will develop conduit routing plans for future fiber optic cable to be installed along the proposed North Access Road to the pad of a future hangar. TBE will coordinate with the Airport and City of Concord regarding the project scope and requirements for the conduit and junction boxes. Fiber design and integration can be performed as an additional service as this scope is to provide the conduit system only.

- TBE will develop construction drawings for the conduit routing for the future fiber optic cable. All drawings will be prepared in AutoCAD software. Plan and drawings will be prepared at a 1:20 horizontal scale.
- Design plans will include plan for the conduit and appropriate details. The following sheets are anticipated:
  - Conduit and Junction Standard Details (up to three)
  - Fiber Conduit Plan sheets (up to three)

### **5 Power Conduit Plans**

TBE will develop electrical conduit routing plans for future power to be installed along the proposed North Access Road to the pad of a future hangar. TBE will coordinate with the Airport and City of Concord Electrical Department regarding the project scope and requirements for the conduit and junction boxes.

TBE will conduct one meeting with the Airport and City of Concord Electrical Department to determine how many and what size conduits the electrical provider will require for their future electrical installation.

- TBE will develop construction drawings for the conduit routing for the future electrical service. All drawings will be prepared in AutoCAD software. Plan and drawings will be prepared at a 1:20 horizontal scale.
- Design plans will include plan for the conduit and appropriate details. The following sheets are anticipated:
  - Conduit and Junction Standard Details (up to three)
  - Electrical Conduit Plan sheets (up to three)

**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 amendment 2 commercial service terminal access road utility design shall be performed for a lump sum fee, including reimbursable expenses, of **\$89,876.00**. 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 **\$89,876.00** without additional authorization.

Original Contract	\$348,695.00
Amendment 1	\$9,988.00
Amendment 2	\$89,876.00
<b>TOTAL</b>	<b>\$448,559.00</b>

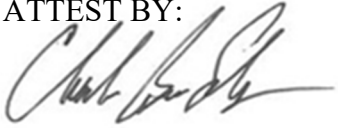
**CITY OF CONCORD:**

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

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

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

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

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

*SEAL*

*SEAL*

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

**APPROVAL BY CITY FINANCE OFFICER**

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

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

EXHIBIT 'A'

SUMMARY OF FEES

**NORTH APRON ACCESS ROAD AMENDMENT 2 - UTILITIES (DESIGN/BIDDING)**

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2204

January 25, 2024

DESCRIPTION	ESTIMATED COST
<b>BASIC SERVICES</b>	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ -
DESIGN PHASE (04)	\$ 74,992.00
BIDDING PHASE (05)	\$ -
CONSTRUCTION ADMINISTRATION PHASE (06)	\$ -
SUBTOTAL	<u>\$ 74,992.00</u>
EXPENSES	<u>\$ 1,034.00</u>
SUBTOTAL	\$ 1,034.00
<b>SUBCONTRACTED SERVICES</b>	
SUBCONSULTANTS	\$ 13,850.00
SUBTOTAL	<u>\$ 13,850.00</u>
<b>TOTAL</b>	<u><b>\$ 89,876.00</b></u>

EXHIBIT 'A'

MANHOUR ESTIMATE

**NORTH APRON ACCESS ROAD AMENDMENT 2 - UTILITIES (DESIGN/BIDDING)**

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2204

January 25, 2024

DESIGN PHASE (04)

DESCRIPTION	PRIN \$ 260	PM \$ 205	E5 \$ 172	E4 \$ 144	E2 \$ 105	E1 \$ 86	T5 \$ 127	AD5 \$ 80	AD4 \$ 72
<b>PLAN SHEETS</b>									
Water and Sewer System Overview Plan	1	4	4	6	6	8	2	0	0
Domestic Water System Plan and Profile	1	4	4	6	6	8	6	0	0
Fire System Plan and Profile	1	4	4	6	6	8	6	0	0
Water System Details	0	2	2	4	4	6	2	0	0
Sanitary Sewer System Plan and Profile	1	4	4	6	6	8	6	0	0
Sanitary Sewer Details	0	2	2	4	4	6	2	0	0
Fiber Conduit Plan	1	2	4	6	6	8	4	0	0
Fiber Conduit and Junction Details	0	2	2	4	4	6	2	0	0
Electrical Power Conduit Plan	1	2	4	6	6	8	4	0	0
Electrical Power Conduit and Junction Details	0	2	2	4	4	6	2	0	0
<b>DESIGN/PROJECT MANAGEMENT</b>									
Develop project scope/contract/revisions	1	4	2	0	0	0	0	4	0
Coordinate with subconsultants	0	2	4	0	0	0	2	0	0
Coordination/Meetings with Client and Others	8	16	8	4	2	0	2	2	2
Water design	0	2	4	2	2	0	0	0	0
Sewer design	0	2	4	2	2	0	0	0	0
Coordination Meeting w/Project Team	2	6	2	6	4	0	0	0	2
City submittals/permitting	0	2	4	6	8	4	4	2	2
Specifications	1	4	2	8	4	0	0	8	2
Quantities	0	2	2	4	8	4	4	0	0
Quality assurance	6	10	6	2	0	0	0	0	0
Revisions	0	4	6	6	8	8	4	0	2
<b>MANHOUR TOTAL</b>	<b>24</b>	<b>82</b>	<b>76</b>	<b>92</b>	<b>90</b>	<b>88</b>	<b>52</b>	<b>16</b>	<b>10</b>

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 260	24	\$ 6,240
Project Manager	PM	\$ 205	82	\$ 16,810
Engineer V	E5	\$ 172	76	\$ 13,072
Engineer IV	E4	\$ 144	92	\$ 13,248
Engineer II	E2	\$ 105	90	\$ 9,450
Engineer I	E1	\$ 86	88	\$ 7,568
Technician V	T5	\$ 127	52	\$ 6,604
Admin. Assistant IV	AD5	\$ 80	16	\$ 1,280
Admin. Assistant III	AD4	\$ 72	10	\$ 720
			Total	530
<b>SUBTOTAL</b>				<b>\$ 74,992.00</b>



EXHIBIT 'A'

**MANHOUR ESTIMATE**

**NORTH APRON ACCESS ROAD AMENDMENT 2 - UTILITIES (DESIGN/BIDDING)**

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2204

January 25, 2024

DESIGN PHASE (04)

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 (review fees, prints, faxes, copies)	LS	\$ 500	1	\$ 500.00
Mileage (2 Trips @ 60 miles/trip)	MI	\$ 0.56	240	\$ 134
<i>SUBTOTAL</i>				<i>\$ 1,034.00</i>

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Utility Design Assistance	LS	\$ 13,850.00	1	\$ 13,850.00
	LS		1	\$ -
<i>SUBTOTAL</i>				<i>\$ 13,850.00</i>

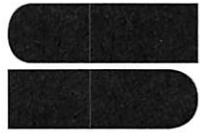
**TOTAL DESIGN AIP ELIGIBLE COST: \$ 89,876.00**

**BID TABULATION**  
**48.3 & 15.5 KV Circuit Breakers**

City of Concord  
Concord, North Carolina

Date: January 11, 2024  
Time: 2:00 PM, EST

<u>Bidder</u>	<u>Siemens</u>	<u>JST Power Equipment</u>	<u>Myers Controlled Power</u>	<u>GE Grid Solutions</u>	<u>Hitachi</u>	<u>ABB</u>
<b><u>Schedule I - 48.3KV Circuit Breakers</u></b>						
48.3 KV Main Breaker (1)	\$ <u>105,529.00</u>			\$ <u>76,540.00</u>	\$ <u>133,280.00</u>	
Manufacturer:	<u>Siemens</u>			<u>GE</u>	<u>Hitachi</u>	
Delivery:	<u>80 Weeks</u>			<u>82-86 Weeks</u>	<u>105-109 Weeks</u>	
48.3 KV Feeder Breaker (1)	\$ <u>75,500.00</u>			\$ <u>76,540.00</u>	\$ <u>133,280.00</u>	
Manufacturer:	<u>Siemens</u>			<u>GE</u>	<u>Hitachi</u>	
Delivery:	<u>80 Weeks</u>			<u>82-86 Weeks</u>	<u>105-109 Weeks</u>	
<b>Total, Schedule I</b>	<b>\$ <u>181,029.00</u></b>			<b>\$ <u>153,080.00</u></b>	<b>\$ <u>266,560.00</u></b>	
<b><u>Schedule II - 15.5 KV Circuit Breakers</u></b>						
Feeder Breakers (1200A) (4)	\$ <u>114,160.00</u>	\$ <u>95,926.00</u>	\$ <u>128,620.00</u>			\$ <u>107,000.56</u>
Manufacturer:	<u>Siemens</u>	<u>JST Power Equip.</u>	<u>Myers</u>			<u>ABB</u>
Delivery:	<u>45 Weeks</u>	<u>18-20 Weeks</u>	<u>60-62 Weeks</u>			<u>25 Weeks</u>



# Southeastern Consulting Engineers, Inc.

January 17, 2024

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

Ref.: 48.3 & 15.5 kV Circuit Breaker Bid Recommendation

Dear Alex:

The City received sealed proposals on January 11, 2024, from five suppliers solicited for providing substation equipment that will be installed at the City’s substations. A bid tabulation is attached. Each bid was reviewed for compliance with the technical specifications and purchase price. Based on the preceding factors the following vendors submitted the lowest responsive and compliant bid:

**Schedule I– 48.3 kV Circuit Breakers**

Siemens Energy, Inc.  
444 Hwy 49 South  
Richland, MS 39218  
Bid No. SF232175102  
Delivery: 80 Weeks

<u>Description</u>	<u>Quantity</u>	<u>Total Price</u>
48.3 kV Breakers – Main – SPS2-72.5-40-3000-3PST	1	\$105,529.00
48.3 kV Breakers – Feeder – SPS2-72.5-40-3000-3PST	1	\$75,500.00
<b>Total Sch. I</b>		<b>\$181,029.00</b>

**Comments:**

- *GE Grid Solutions realized that they missed a set of current transformers that were required for the Main Breaker and withdrew their bid.*

**Schedule II – 15 kV Circuit Breakers**

ABB, Inc.  
655 Century Point  
Lake Mary, FL 32746  
Order # 000-00003393  
Delivery 25 Weeks

Description	Quantity	Unit Price	Total Price
MB11120LLML44KBSC – 1250A	4	\$26,750.14	<u>\$107,000.56</u>
<b>Total Sch. II</b>			<b>\$107,000.56</b>

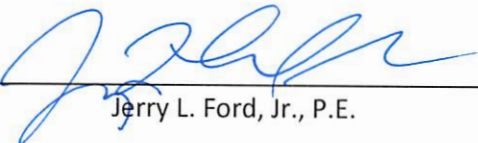
**Comments:**

*JST Power Equipment was the apparent low bidder. However, we are unfamiliar with their circuit breakers. We requested a user list and references but did not receive a response. We were unable to evaluate the quality and performance of the breakers without additional information.*

The total cost for the two schedules is \$288,029.560. We recommend that the City accept the proposals and issue a purchase order to the above Vendors. If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By   
Jerry L. Ford, Jr., P.E.

cc: Andrea Cline  
Ty Barbee  
Caleb Greene

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

DATE: 1/18/2024

FORMAL BID: Yes

BID DATE: 1/11/2024

DEPARTMENT: Electric - 48.3 & 15.5 kV Circuit  
Breakers, Schedule I - 48.3kV Breakers

BIDDERS	AMOUNT	DELIVERY
GE Grid Solutions	\$153,080.00	82-86 weeks
Siemens	\$181,029.00	80 weeks
Hitachi	\$266,560.00	105-109 weeks

RECOMMENDATION: Siemens

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

ADDED OPTIONS: \_\_\_\_\_

PRICE: \_\_\_\_\_

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) \_\_\_\_\_

DEPARTMENT HEAD: Alex Burris DATE: 1/22/2024

COMMENTS: \_\_\_\_\_

◆◆◆◆◆

ASSISTANT CITY MANAGER OR  
EXECUTIVE DIRECTOR OF  
OPERATIONS:

LeDerick Blackburn

Digitally signed by LeDerick Blackburn  
Date: 2024.01.22 11:58:27 -05'00'

DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

PURCHASING OFFICIAL:

Ryan LeClear

◆◆◆◆◆

Digitally signed by Ryan LeClear  
Date: 2024.01.22 13:09:15 -05'00'

DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

FINANCE DIRECTOR:

Jessica Jones

◆◆◆◆◆

Digitally signed by Jessica Jones  
Date: 2024.01.22 13:40:45 -05'00'

DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

◆◆◆◆◆

APPROVE AS RECOMMENDED:  YES

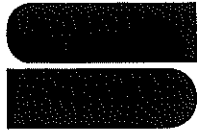
DATE: \_\_\_\_\_

CITY MANAGER: Lloyd Wm. Payne, Jr., ICMA-CM

Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM  
Date: 2024.01.22 15:35:05 -05'00'

DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_



# Southeastern Consulting Engineers, Inc.

January 17, 2024

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

Ref.: 48.3 & 15.5 kV Circuit Breaker Bid Recommendation

Dear Alex:

The City received sealed proposals on January 11, 2024, from five suppliers solicited for providing substation equipment that will be installed at the City's substations. A bid tabulation is attached. Each bid was reviewed for compliance with the technical specifications and purchase price. Based on the preceding factors the following vendors submitted the lowest responsive and compliant bid:

**Schedule I – 48.3 kV Circuit Breakers**

Siemens Energy, Inc.  
444 Hwy 49 South  
Richland, MS 39218  
Bid No. SF232175102  
Delivery: 80 Weeks

<u>Description</u>	<u>Quantity</u>	<u>Total Price</u>
48.3 kV Breakers – Main – SPS2-72.5-40-3000-3PST	1	\$105,529.00
48.3 kV Breakers – Feeder – SPS2-72.5-40-3000-3PST	1	\$75,500.00
<b>Total Sch. I</b>		<b>\$181,029.00</b>

**Comments:**

- *GE Grid Solutions realized that they missed a set of current transformers that were required for the Main Breaker and withdrew their bid.*

**Schedule II – 15 kV Circuit Breakers**

ABB, Inc.  
655 Century Point  
Lake Mary, FL 32746  
Order # 000-00003393  
Delivery 25 Weeks

Description	Quantity	Unit Price	Total Price
MB11120LLML44KBSC – 1250A	4	\$26,750.14	<u>\$107,000.56</u>
<b>Total Sch. II</b>			<b>\$107,000.56</b>

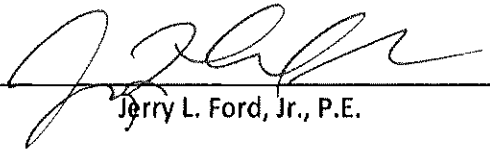
**Comments:**

*JST Power Equipment was the apparent low bidder. However, we are unfamiliar with their circuit breakers. We requested a user list and references but did not receive a response. We were unable to evaluate the quality and performance of the breakers without additional information.*

The total cost for the two schedules is \$288,029,560. We recommend that the City accept the proposals and issue a purchase order to the above Vendors. If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By   
Jerry L. Ford, Jr., P.E.

cc: Andrea Cline  
Ty Barbee  
Caleb Greene

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

DATE: 1/18/2024

FORMAL BID: Yes

BID DATE: 1/11/2024

DEPARTMENT: Electric - 48.3 & 15.5 kV Circuit  
Breakers. Schedule II - 15.5kV Breakers

BIDDERS	AMOUNT	DELIVERY
JST Power Equipment	\$95,926.00	18-20 weeks
ABB	\$107,000.56	25 weeks
Siemens	\$114,160.00	45 weeks
Myers Controlled Power	\$128,620.00	60-62 weeks

RECOMMENDATION: ABB

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

ADDED OPTIONS: \_\_\_\_\_

PRICE: \_\_\_\_\_

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) \_\_\_\_\_

DEPARTMENT HEAD: Alex Burris DATE: 1/22/2024

COMMENTS: \_\_\_\_\_

◆◆◆◆◆

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS: LeDerick Blackburn Digitally signed by LeDerick Blackburn Date: 2024.01.22 11:59:20 -05'00' DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

PURCHASING OFFICIAL: Ryan LeClear Digitally signed by Ryan LeClear Date: 2024.01.22 13:08:45 -05'00' DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

FINANCE DIRECTOR: Jessica Jones Digitally signed by Jessica Jones Date: 2024.01.22 13:41:27 -05'00' DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

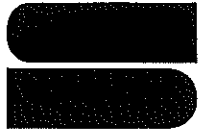
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APPROVE AS RECOMMENDED:  YES DATE: \_\_\_\_\_

CITY MANAGER: Lloyd Wm. Payne, Jr., ICMA-CM Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM Date: 2024.01.22 15:35:45 -05'00' DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_





# Southeastern Consulting Engineers, Inc.

January 17, 2024

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

Ref.: 48.3 & 15.5 kV Circuit Breaker Bid Recommendation

Dear Alex:

The City received sealed proposals on January 11, 2024, from five suppliers solicited for providing substation equipment that will be installed at the City's substations. A bid tabulation is attached. Each bid was reviewed for compliance with the technical specifications and purchase price. Based on the preceding factors the following vendors submitted the lowest responsive and compliant bid:

**Schedule I – 48.3 kV Circuit Breakers**

Siemens Energy, Inc.  
444 Hwy 49 South  
Richland, MS 39218  
Bid No. SF232175102  
Delivery: 80 Weeks

<u>Description</u>	<u>Quantity</u>	<u>Total Price</u>
48.3 kV Breakers – Main – SPS2-72.5-40-3000-3PST	1	\$105,529.00
48.3 kV Breakers – Feeder – SPS2-72.5-40-3000-3PST	1	\$75,500.00
<b>Total Sch. I</b>		<b>\$181,029.00</b>

**Comments:**

- *GE Grid Solutions realized that they missed a set of current transformers that were required for the Main Breaker and withdrew their bid.*

**Schedule II – 15 kV Circuit Breakers**

ABB, Inc.  
655 Century Point  
Lake Mary, FL 32746  
Order # 000-00003393  
Delivery 25 Weeks

Description	Quantity	Unit Price	Total Price
MB11120LLML44KBSC – 1250A	4	\$26,750.14	<u>\$107,000.56</u>
<b>Total Sch. II</b>			<b>\$107,000.56</b>

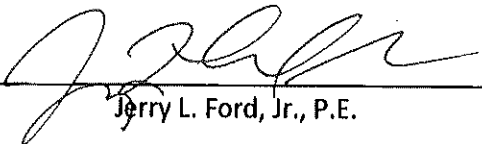
**Comments:**

*JST Power Equipment was the apparent low bidder. However, we are unfamiliar with their circuit breakers. We requested a user list and references but did not receive a response. We were unable to evaluate the quality and performance of the breakers without additional information.*

The total cost for the two schedules is \$288,029.560. We recommend that the City accept the proposals and issue a purchase order to the above Vendors. If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By   
Jerry L. Ford, Jr., P.E.

cc: Andrea Cline  
Ty Barbee  
Caleb Greene

**BOND ORDER AUTHORIZING THE ISSUANCE OF UTILITIES SYSTEMS  
REVENUE BONDS OF THE CITY OF CONCORD, NORTH CAROLINA**

*WHEREAS*, the City of Concord, North Carolina (the “*City*”) is authorized by The State and Local Government Revenue Bond Act, General Statutes of North Carolina, Section 159-80 *et seq.*, as amended (the “*Act*”), to issue, subject to the approval of the Local Government Commission of North Carolina (the “*Commission*”), at one time or from time to time revenue bonds of the City for the purposes as specified in the Act; and

*WHEREAS*, the City Council of the City (the “*City Council*”) previously adopted a resolution at a meeting held on January 10, 2024 making certain findings of fact, which findings are incorporated herein by reference, and directing the application to the Commission for approval of City of Concord, North Carolina Utilities Systems Revenue Bonds, Series 2024 (the “*2024 Bonds*”) and hereby further determines to issue 2024 Bonds in an aggregate principal amount not to exceed \$25,000,000 to (1) finance various improvements to the City’s water, wastewater and electric systems, including upgrades and process enhancements to the Hillgrove Water Treatment Plant (the “*Projects*”) and (2) pay the costs of issuing the 2024 Bonds; and

*WHEREAS*, the City, subject to the approval of the Commission, will issue the 2024 Bonds under (1) the General Trust Indenture dated as of February 1, 1993, as amended (the “*General Indenture*”), between the City and NationsBank of North Carolina, N.A., the successor to which is U.S. Bank Trust Company, National Association, as trustee (the “*Trustee*”), and (2) Series Indenture, Number 12 dated as of April 1, 2024 (the “*Series Indenture*” and together with the General Indenture, the “*Indentures*”) between the City and the Trustee; and

*WHEREAS*, in conjunction with the issuance of the 2024 Bonds, the City Council has determined that it is in the best interest of the City to make certain amendments to the General Indenture with the primary purpose of (1) modernizing provisions to reflect current market standards for utilities systems revenue bonds, (2) conforming covenants and other provisions to reflect current operations of the Utilities Systems (as defined in the General Indenture) and (3) providing operational and financial flexibility for the future performance of the Utilities Systems (the “*Proposed Amendments*”);

*WHEREAS*, the City will obtain consent from the owners of the 2024 Bonds to the Proposed Amendments and, once the City has received the consent of the owners of a majority in aggregate principal amount of bonds outstanding under the General Indenture, the Proposed Amendments will become effective;

*WHEREAS*, an application has been filed with the Secretary of the Commission requesting approval of the 2024 Bonds as required by the Act, and the Secretary of the Commission has notified the City Council that the application has been received by the Commission; and

*WHEREAS*, copies of the forms of the following documents relating to the transactions described above have or will be filed with the City:

1. the Series Indenture;
2. the Notice of Sale, to be dated the date of delivery thereof (the “*Notice of Sale*”);

3. the Preliminary Official Statement to be dated on or about March 21, 2024 (the “*Preliminary Official Statement*”) with respect to the 2024 Bonds; and
4. the Proposed Amendments.

***NOW, THEREFORE BE IT ORDERED BY THE CITY COUNCIL OF THE CITY***, as follows:

***Section 1.*** The 2024 Bonds are hereby authorized and will be issued pursuant to the Act to raise the money required to finance (a) the cost of the Projects and (b) the costs of issuing the 2024 Bonds.

***Section 2.*** The aggregate principal amount of the 2024 Bonds authorized by this order shall not exceed \$25,000,000. The 2024 Bonds hereby authorized shall be special obligations of the City, secured by and paid solely from the proceeds thereof or from revenues, income, receipts and other money received or accrued by or on behalf of the City from or in connection with the operation of the City’s Utilities Systems.

***Section 3.*** The issuance of the 2024 Bonds by the City, in substantially the form to be set forth in the Series Indenture, is hereby in all respects approved and confirmed, and the form and content of the provisions of the General Indenture and the Series Indenture with respect to the 2024 Bonds (including without limitation the maturity dates and rates of interest) are hereby approved and confirmed and are incorporated herein by reference. The proceeds from the sale of the 2024 Bonds will be deposited in accordance with the Series Indenture.

The principal of, premium, if any, and interest on the 2024 Bonds shall not be payable from the general funds of the City, nor shall they constitute a legal or equitable pledge, charge, lien or encumbrance upon any of its property or upon any of its income, receipts or revenues except the funds which are pledged under the Indentures. Neither the credit nor the taxing power of the State of North Carolina or the City are pledged for the payment of the principal of, premium, if any, or interest on the 2024 Bonds, and no holder of the 2024 Bonds has the right to compel the exercise of the taxing power by the State of North Carolina or the City or the forfeiture of any of its property in connection with any default thereon.

***Section 4.*** The form and content of the Series Indenture and the respective exhibits thereto are hereby in all respects approved and confirmed, and the Mayor, the City Manager, the Finance Director and the City Clerk of the City, or anyone serving in such capacity (collectively, the “*Authorized Officers*”) are hereby authorized, empowered, and directed to execute and deliver the Series Indenture for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City, but with such changes, modifications, additions, or deletions therein as shall to them seem necessary, desirable, or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions, or deletions therein, and that from and after the execution and delivery of the Series Indenture, the Authorized Officers are hereby authorized, empowered, and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Series Indenture as executed. The Trustee is hereby appointed as Registrar and Paying Agent under the Indentures.

**Section 5.** The Local Government Commission is hereby requested to sell the 2024 Bonds through a competitive sale to the bidder whose bid results in the lowest interest cost to the City, determined on the basis of the true interest cost method.

**Section 6.** The form and content of the Proposed Amendments are hereby in all respects approved and confirmed, and the Authorized Officers are hereby authorized, empowered and directed, individually and collectively, to execute and deliver the amended and restated general trust indenture reflecting the Proposed Amendments if and when such Proposed Amendments become effective, for and on behalf of the City, including necessary counterparts, in substantially the form and content presented to the City, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all such changes, modifications, additions or deletions therein. The Authorized Officers, or their respective designees, are hereby authorized, empowered and directed, individually and collectively, to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the Proposed Amendments.

**Section 7.** The form and content of the Notice of Sale and the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the use of the Notice of Sale, the Preliminary Official Statement and the final Official Statement to be dated on or about date of delivery thereof (collectively, the “*Official Statement*”) are in all respects authorized, approved and confirmed. The City authorizes the preparation of the final Official Statement, in substantially the form of the Preliminary Official Statement, together with such changes as are necessary to reflect the final terms of the 2024 Bonds. The Authorized Officers are hereby authorized to deliver the final Official Statement.

**Section 8.** The Mayor, the City Manager or the Finance Director of the City is hereby authorized to execute a no-arbitrage certificate to comply with Section 148 of the Internal Revenue Code of 1986, as amended, and the applicable regulations promulgated thereunder.

**Section 9.** No stipulation, obligation or agreement herein contained or contained in the 2024 Bonds, the General Indenture, the Series Indenture or any other instrument related to the issuance of the 2024 Bonds shall be deemed to be a stipulation, obligation or agreement of any officer, agent or employee of the City in his or her individual capacity, and no such officer, agent or employee shall be personally liable on the 2024 Bonds or be subject to personal liability or accountability by reason of the issuance thereof.

**Section 10.** The Authorized Officers, or their respective designees, are hereby authorized, empowered, and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate in order to consummate the transactions contemplated by (1) this Bond Order, (2) the General Indenture and (3) the Series Indenture; except that none of the above will be authorized or empowered to do anything or execute any document which is in contravention, in any way, of (a) the specific provisions of this Bond Order, (b) the specific provisions of the General Indenture or the Series Indenture, (c) any agreement to which the City is bound, (d) any rule or regulation of the City, or (e) any applicable law, statute, ordinance, rule, or regulation of the United States of America or the State of North Carolina.

**Section 11.** The Authorized Officers, or their respective designees, are hereby authorized and directed to prepare and furnish, when the 2024 Bonds are issued, certified copies of all the proceedings and records of the City relating to the 2024 Bonds, and such other affidavits, certificates, and documents as may be required to show the facts relating to the legality and marketability of the 2024 Bonds as such

facts appear on the books and records in such party's custody and control or as otherwise known to them; and all such certified copies, certificates, affidavits, and documents, including any heretofore furnished, will constitute representations of the City as to the truth of all statements contained therein

**Section 12.** All acts and doings of the Authorized Officers, or their respective designees, that are in conformity with the purposes and intents of this Bond Order and in the furtherance of the issuance of the 2024 Bonds, the execution, delivery, and performance of the Series Indenture and the implementation of the Proposed Amendments, including their on-going administration, are hereby in all respects approved and confirmed. Any provision in this Bond Order that authorizes more than one officer of the City to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively.

**Section 13.** If any one or more of the covenants, agreements or provisions contained in this Bond Order is held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or is for any reason whatsoever held invalid, then such covenants, agreements or provisions will be null and void and will be deemed separable from the remaining agreements and provisions and will in no way affect the validity of any of the other agreements and provisions of this Bond Order or of the 2024 Bonds authorized hereunder.

**Section 14.** All resolutions or parts thereof of the City Council in conflict with the provisions herein contained are, to the extent of such conflict, hereby superseded and repealed.

**Section 15.** This Bond Order is effective immediately on its adoption and pursuant to Section 159-88 of the General Statutes of North Carolina, as amended, need not be published or subjected to any procedural requirements governing the adoption of ordinances or resolutions by the City other than the procedures set out in the Act.

Read, approved and adopted this 8th day of February, 2024.

STATE OF NORTH CAROLINA            )  
  )        SS:  
CITY OF CONCORD                     )

*I, Kim Deason, City Clerk to the City Council of the City of Concord, North Carolina, **DO HEREBY CERTIFY** that the foregoing is a true and exact copy of an order titled “**BOND ORDER AUTHORIZING THE ISSUANCE OF UTILITIES SYSTEM REVENUE BONDS OF THE CITY OF CONCORD, NORTH CAROLINA**” adopted by the City Council of the City of Concord, North Carolina in regular session convened on the 8th day of February, 2024, as recorded in the minutes of the City Council of the City of Concord, North Carolina.*

***WITNESS**, my hand and the seal of the City of Concord, North Carolina, this the \_\_\_\_ day of February, 2024.*

(SEAL)

\_\_\_\_\_  
Kim Deason, City Clerk  
City of Concord, North Carolina

**RESOLUTION DECLARING THE INTENT OF THE CITY OF CONCORD TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE FINANCING OF PUBLIC SAFETY FACILITIES AND COMMUNICATIONS BUILDING FROM THE PROCEEDS OF AN INSTALLMENT FINANCING CONTRACT.**

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

*WHEREAS*, the City Council previously adopted a reimbursement resolution on June 8, 2023 related to (1) the construction of public safety facilities, including a new fire station, police substation and associated furnishings at Concord-Padgett Regional Airport and (2) the construction of a Communications Building on property behind Fire Station 3 (collectively, the “Projects”);

*WHEREAS*, the City Council is adopting this resolution to update the cost, description and timing of the Projects;

*WHEREAS*, the City reasonably expects to receive the proceeds from one or more installment financing contracts (the “Contract”) to finance the Projects and currently expects to enter in the Contract in 2024 or 2025:

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

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

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

Section 1. ***Official Declaration of Intent.*** The City presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the City on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Contract. The City reasonably expects to execute and deliver the Contract to finance all or a portion of the costs of the Projects and the maximum principal amount of the Contract currently expected to be executed and delivered by the City to pay for all or a portion of the costs of the Projects is \$15,700,000.

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

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



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

*ADOPTED AND APPROVED* this 8th day of February 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

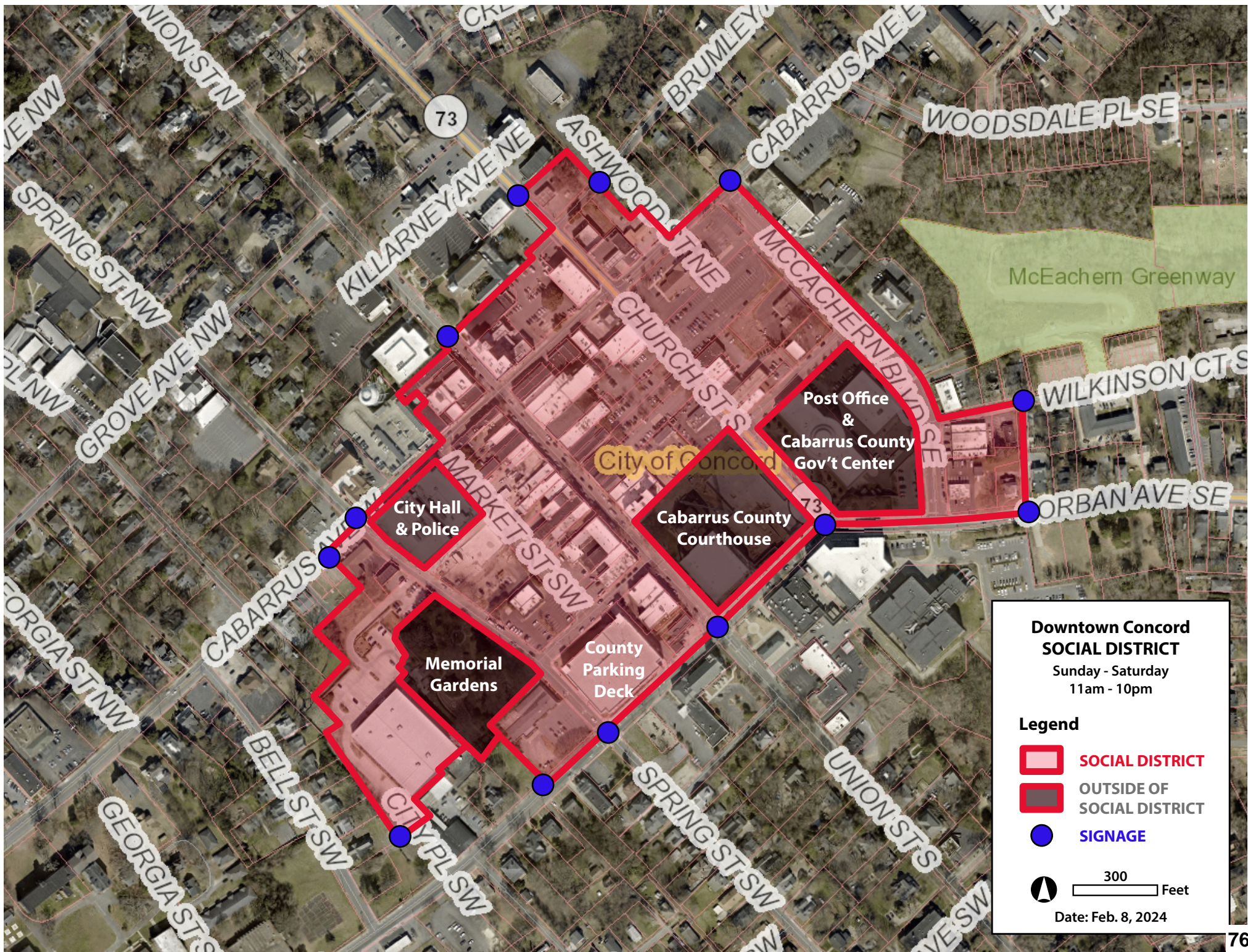
\_\_\_\_\_  
William C. Dusch, Mayor

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

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

Approval of Reimbursement Resolution  
Jessica Jones, Finance Director

\_\_\_\_\_



**Downtown Concord  
SOCIAL DISTRICT**

Sunday - Saturday  
11am - 10pm

**Legend**

- SOCIAL DISTRICT
- OUTSIDE OF SOCIAL DISTRICT
- SIGNAGE

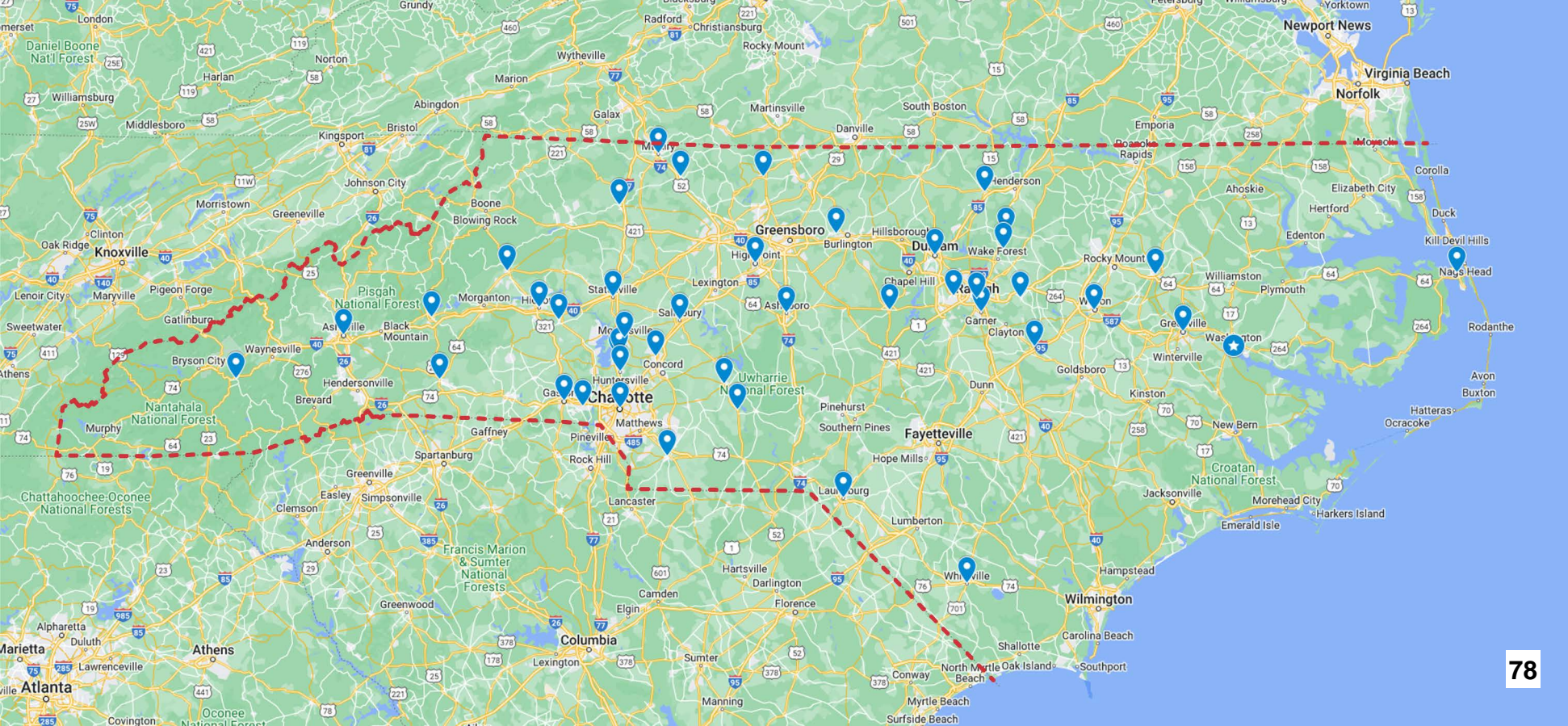
300 Feet

Date: Feb. 8, 2024

## **NC Cities with Social Districts**

As of October 5, 2023

1. Albemarle
2. Asheboro
3. Burlington
4. Cary
5. Charlotte – Plaza Midwood
6. Claremont
7. Cornelius
8. Cramerton
9. Currituck Co.
10. Edenton
11. Corolla – Light Neighborhood
12. Davidson (2 Distinct Districts)
13. Durham
14. Elkin
15. Elon
16. Franklinton
17. Garner
18. Gastonia
19. Greensboro
20. Greenville (2 Distinct Districts)
21. Fayetteville
22. Hickory
23. High Point
24. Huntersville
25. Kannapolis
26. Laurinburg
27. Lenoir
28. Madison
29. Manteo
30. Monroe
31. Mooresville
32. Newton
33. Norwood
34. North Wilkesboro
35. Oxford
36. Pilot Mountain
37. Raleigh
38. Salisbury
39. Selma
40. Statesville
41. Sylva
42. Washington
43. Wendell
44. Whiteville
45. Wilson
46. Youngsville



AN ORDINANCE AMENDING PORTIONS OF CHAPTER 50 OF THE CONCORD  
CODE OF ORDINANCES

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

WHEREAS, the City Council of the City of Concord is authorized from time to time to amend the Concord Code of Ordinances of the City of Concord; and

WHEREAS, the City Council of the City of Concord recognizes the need to amend the Concord Code of Ordinances of the City of Concord and hereby adopts the following changes to the Code.

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

Section 1. That Chapter 50, **Article X Social Districts**, of the Concord Code of Ordinances be hereby added.

Section 2. That Article X Chapter 50, **Section 50-307 – Purpose and intent**, of the Concord Code of Ordinances be hereby added and stated as follows:

(a) Pursuant to the provisions of G.S. § 160A-205.4, et seq, one or more social districts may be created within the city and the city hereby creates and designates the following social district:

(1) Downtown Concord Social District which is designated as shown on a map dated February 8, 2024; the map is available in the office of the city clerk, and signage and/or markings shall be posted clearly delineating the boundaries of the social district.

(b) The Downtown Concord Social District shall be created, designated, and managed in accordance with the requirements contained in G.S. § 160A-205.4 and Chapter 18B.

(c) Any person who violates this article, and any person who aids, abets, encourages, assists in, or contributes to such violation, shall be guilty of a misdemeanor.

Section 3. That Article X Chapter 50, **Section 50-308 – Definitions**, of the Concord Code of Ordinances be hereby added and stated as follows:

*Non-permittee* means and refers to a person holding no ABC permits issued by the North Carolina Alcoholic Beverage Control Commission.

*Permittee* means and refers to a person holding any of the following ABC permits issued by the North Carolina Alcoholic Beverage Control Commission established under G.S. § 18B-200:

- (1) An on-premises malt beverage permit issued pursuant to G.S. 18B-1001(1).
- (2) An on-premises unfortified wine permit issued pursuant to G.S. 18B-1001(3).
- (3) An on-premises fortified wine permit issued pursuant to G.S. 18B-1001(5).
- (4) A mixed beverages permit issued pursuant to G.S. 18B-1001(10).
- (5) A distillery permit issued pursuant to G.S. 18B-1100(5).

*Person* means and refers to an individual, firm, partnership, association, corporation, limited liability company, other organization or group, or other combination of individuals acting as a unit.

*Premises* means and refers to a fixed permanent establishment, including all areas inside or outside the permitted establishment, where the permittee has control through a lease, deed, or other legal process.

*Social district* means and refers to a defined outdoor area in which a citizen may consume alcoholic beverages sold by a permittee. This term does not include the permittee's licensed premises or an extended area allowed under G.S. § 18B-904(h).

Section 4. That Article X Chapter 50, **Section 50-309 – Application**, of the Concord Code of Ordinances be hereby added and stated as follows:

(a) The provisions and terms contained in this article shall be applicable between the hours of 11:00 a.m. and 10:00 p.m., Monday through Sunday. At all other times, the provisions and terms contained in this article are not in effect and all provisions of state and local laws concerning the possession and consumption of alcohol shall be in full force and effect.

(b) Any alcoholic beverage purchased for consumption in a social district shall (i) only be consumed in that social district and (ii) be disposed of before the person in possession of the alcoholic beverage exits that social district unless the person is reentering the licensed premises where the alcoholic beverage was purchased. A violation of this section is a class 3 misdemeanor.

Section 5. That Article X Chapter 50, **Section 50-310 – Requirements for sale of alcoholic beverages**, of the Concord Code of Ordinances be hereby added and stated as follows:

A permittee located in or contiguous to a social district may sell alcoholic beverages for consumption within that social district in which it is located in or contiguous to in accordance with the following requirements:

(1) The permittee shall only sell and serve alcoholic beverages on its licensed premises.

(2) The permittee shall only sell alcoholic beverages for consumption in the social district in which it is located in a container that meets all of the following requirements:

a. The container clearly identifies the permittee from which the alcoholic beverage was purchased.

b. The container clearly displays a logo or some other mark that is unique to the social district in which it is sold.

c. The container is not made of glass.

d. The container displays, in no less than 12-point font, the statement, "Drink Responsibly—Be 21."

e. The container shall not hold more than sixteen (16) fluid ounces.

(3) The permittee shall not allow a person to enter or reenter its licensed premises with an alcoholic beverage not sold by the permittee.

Section 6. That Article X Chapter 50, **Section 50-311 – Requirements for possession and consumption of alcoholic beverages**, of the Concord Code of Ordinances be hereby added and stated as follows:

The possession and consumption of an alcoholic beverage in a social district is subject to all of the following requirements:

(1) Only alcoholic beverages purchased from a permittee located in or contiguous to the social district may be possessed and consumed in that social district.

(2) Alcoholic beverages shall only be in containers meeting the requirements set forth in this article.

(3) Alcoholic beverages shall only be possessed and consumed during the days and hours set forth in this article.

(4) Nothing in this subdivision shall be construed as authorizing the sale and delivery of alcoholic beverage drinks in excess of the limitation set forth in G.S. § 18B-1010.

(5) A person shall dispose of any alcoholic beverage in the person's possession prior to exiting the social district in which the beverage was purchased unless the person is reentering the licensed premises where the alcoholic beverage was purchased.

(6) A participating non-permittee business is required to always display the uniform sign during the times when the social district is active as to whether the business allows for patrons to enter their business with alcohol.

(7) All permittee and non-permittee businesses that are part of a social district and allow customers to bring alcoholic beverages onto their premises are required to clearly post signage on any exits that do not open to the social district indicating that alcoholic beverages may not be taken past that point.

(8) During the days and hours when the social district is in effect as set forth in this Article, a non-permittee business that allows customers to bring alcoholic beverages onto its premises is required to allow law enforcement officers access to the areas of the premises accessible by customers.

(9) A violation of this section is a class 3 misdemeanor.

Section 6. That Article X Chapter 50, **Section 50-312 – Public Assembly**, of the Concord Code of Ordinances be hereby added and stated as follows:

When a public assembly (as that term is used in article VIII of this chapter) is held pursuant to the issuance of an assembly permit (as that term is used in article VIII of this Chapter) the terms of the assembly permit supersede the provisions of this article within the boundaries of the special event. Any alcohol purchased within the boundaries of the public assembly may be taken outside of the public assembly, as long as the alcohol is to be taken from the boundary of the public assembly into the boundary of a social district. Any alcohol purchased from a permittee may be taken into a public assembly, as long as the alcohol is to be taken from the boundary of the social district into the boundary of a public assembly.

Section 7. That Article X Chapter 50, **Section 50-313 – Severability**, of the Concord Code of Ordinances be hereby added and stated as follows:

If any section, phrase, sentence, or portion of this article is held void, invalid, unconstitutional, or unenforceable for any reason by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision; and such holding shall not affect the validity of the remaining portions thereof.

Section 8. This Ordinance shall be effective on the 1<sup>st</sup> day of August, 2024.

Adopted this the 9<sup>th</sup> day of February, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

/s/ William C. Dusch, Mayor

ATTEST: /s/ Kim J. Deason, City Clerk

/s/ VaLerie Kolczynski, City Attorney

**FY25 HUMAN RESOURCES BENEFITS RECOMMENDATIONS  
SUBMITTED BY CHANTEL THOMPSON**

**MEDICAL**

The City continues to offer three market competitive medical plans administered by BCBSNC. Coworkers have the flexibility to choose the plan that is best for their families' needs. At the beginning of FY24, the City increased the number of coworkers in the Solid Waste Department and brought IT in-house, resulting in an increase in enrollment and total members covered by the plans. Due to favorable plan experience, Gallagher is projecting no increase to the budget on a per coworker per year basis; however, the additional headcount and plan enrollment shifts result in a \$917,000 increase to the gross medical budget (\$14,417,000). The recommendation is to keep coworker contributions the same, for the fifth year in a row. The net budget after coworker contributions is estimated at \$12,900,000.

Projections include:

- 7.8% Medical Trend
- 11.6% Rx Trend
- 5% Margin
- Current headcount

**DENTAL**

- **Incentive Data** – Out of 1,155 coworkers enrolled in the City's dental plan, 664 coworkers had at least one preventive visit and earned the dental incentive for FY25, compared to 676 for FY24.
- **FY25 Incentive** – It is recommended that the City maintain the \$10 semi-monthly dental wellness incentive for coworkers that have a preventive dental exam and cleaning at their dentist's office between January 1st and December 31st, 2023.
- **FY25 Renewal** – The City received a two-year renewal with no increase to the current plan.
- **FY25 Contributions** - It is recommended that the City maintain dental coworker contributions at current levels.
- **New Options** – Coworkers expressed interest in richer dental insurance plan that includes an orthodontia benefit. The recommendation is to offer a Buy Up Plan that includes orthodontia coverage for children and adults. The new plan will provide a \$2,000 lifetime maximum orthodontia benefit for adults and children. Orthodontia will be excluded from the current plan; however, all other benefits remain the same. There is **no** increase to the City's cost share, as coworkers will pay the additional cost if the Buy-up Plan is elected.

**OTHER INITIATIVES**

- **Pet insurance** – Coworkers expressed interest in purchasing pet insurance as a possible benefit addition. The recommendation is to add Pet Benefits Solutions Accident and Illness Coverage that is direct billed to coworkers beginning 7/1/2024.
- **Childcare** – There is a wide spectrum of childcare support and resources that employers can offer. Due to the complexity of the assessment, and the cost involved, the City anticipates a 15 – 18 month timeline before a recommendation will be provided.

All other benefit providers will remain the same for FY24.



**MEDICAL COST SUMMARY – NO CHANGES**

	Semi-Monthly City Contribution		Semi-Monthly Coworker Contribution
<b>High Performance Plan (with \$25 semimonthly incentive)</b>			
Coworker only	\$306.85		\$0.00
Coworker +Child(ren)	\$497.67		\$33.60
Coworker + Spouse	\$530.18		\$45.88
Coworker + Family	\$736.25		\$79.51
<b>High Performance Plan (without incentive)</b>			
Coworker only	\$281.85		\$25.00
Coworker +Child(ren)	\$472.67		\$58.60
Coworker + Spouse	\$505.18		\$70.88
Coworker + Family	\$711.25		\$104.51
<b>Basic Plan (with \$25 semimonthly incentive)</b>			
Coworker only	\$334.08		\$5.99
Coworker +Child(ren)	\$501.18		\$93.94
Coworker + Spouse	\$534.03		\$112.10
Coworker + Family	\$741.88		\$176.31
<b>Basic Plan (without incentive)</b>			
Coworker only	\$309.08		\$30.99
Coworker + Child(ren)	\$476.18		\$118.94
Coworker + Spouse	\$509.03		\$137.10
Coworker + Family	\$716.88		\$201.31
<b>HRA Plan (with \$25 semimonthly incentive)</b>		<b>Semi-Monthly HRA Fund (included in City contribution)</b>	
Coworker only	\$353.61	\$20.83	\$14.06
Coworker + Child(ren)	\$481.25	\$41.67	\$167.13
Coworker + Spouse	\$504.09	\$41.67	\$196.47
Coworker + Family	\$619.49	\$41.67	\$359.32
<b>HRA Plan (without incentive)</b>			
Coworker only	\$328.61	\$20.83	\$39.06
Coworker + Child(ren)	\$456.25	\$41.67	\$192.13
Coworker + Spouse	\$479.09	\$41.67	\$221.47
Coworker + Family	\$594.49	\$41.67	\$384.32

**DENTAL COST SUMMARY**

	<b>Semi-Monthly City Contribution</b>	<b>Semi-Monthly Coworker Contribution</b>
<b>Base Plan (with \$10 semimonthly incentive)</b>		
Coworker only	\$14.08	\$0.00
Coworker +Child(ren)	\$23.62	\$11.52
Coworker + Spouse	\$24.39	\$14.34
Coworker + Family	\$29.36	\$32.42
<b>Base Plan (without incentive)</b>		
Coworker only	\$4.08	\$10.00
Coworker +Child(ren)	\$13.62	\$21.52
Coworker + Spouse	\$14.39	\$24.34
Coworker + Family	\$19.36	\$42.42
<b>Buy-Up Plan (with \$10 semimonthly incentive)</b>		
Coworker only	\$12.62	\$2.50
Coworker +Child(ren)	\$22.48	\$15.27
Coworker + Spouse	\$22.28	\$19.34
Coworker + Family	\$25.96	\$40.42
<b>Buy-Up Plan (without incentive)</b>		
Coworker only	\$2.62	\$12.50
Coworker + Child(ren)	\$12.48	\$25.27
Coworker + Spouse	\$12.28	\$29.34
Coworker + Family	\$15.96	\$50.42

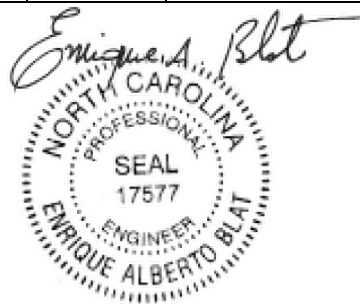


CITY OF CONCORD  
ENGINEERING DEPARTMENT

635 ALFRED BROWN JR. COURT SW / PO BOX 308  
CONCORD, NC 28026-0308  
PHONE 704.920.5425

**BID OPENING FORM - 1/30/2024**  
**CITY OF CONCORD MCGILL AVENUE ABATEMENT & DEMO PROJECT 2024-001**

Contractor	Bid Bond (5%)	Receipt of Addenda	NC GC License # Verified - Bid Form	TOTAL BID
NEO CORPORATION	X	X	X	171,280.00
4 SEASONS DEMO	X	X	X	169,950.00
DOUBLE "D" CONSTRUCTIO	X	X	X	132,609.13
CUSTOM DEMO & DISMANT	X	X	X	145,409.00
DC ALLEN COMPANY	X	X	X	165,380.60



**Preliminary Application – Extension of Concord Utilities outside Concord City Limits**

(Please type or print in black ink)

1. Name of development: BONDS REAL ESTATE
2. Name and address of owner(s)/developer(s): DONALD R. BONDS  
 (\* POA - JEFFERY L. BONDS PO Box 296 Cleveland, NC  
27013
3. Owner(s)/developer(s) telephone: (\* 980-521-9349) Fax: \_\_\_\_\_
4. Name and address of surveyor/engineer: \_\_\_\_\_
5. Surveyor/engineer's telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
6. Name, telephone and fax number, and address of agent (if any):  
JEFFERY L. BONDS 980-521-9349  
PO Box 296 Cleveland, NC 27013
7. Name and address of person to whom comments should be sent: \_\_\_\_\_  
same as above  
southernforestry2081@yahoo.com
8. Telephone number of person to whom comments should be sent: same as above  
 Fax: \_\_\_\_\_
9. Location of property: 2701 DERITA ROAD
10. Cabarrus County P.I.N.#: 4589-57-4011
11. Current zoning classification: \_\_\_\_\_
12. Total acres: 9 Total lots proposed: 0
13. Brief Description of development: Existing Structure  
Land Taking Settlement 3-Taps Paid MAR. 20, 2009
14. Proposed Construction Schedule \_\_\_\_\_ Page 0313 →  
0319

BOOK  
08438

15. Type of Service requested Water

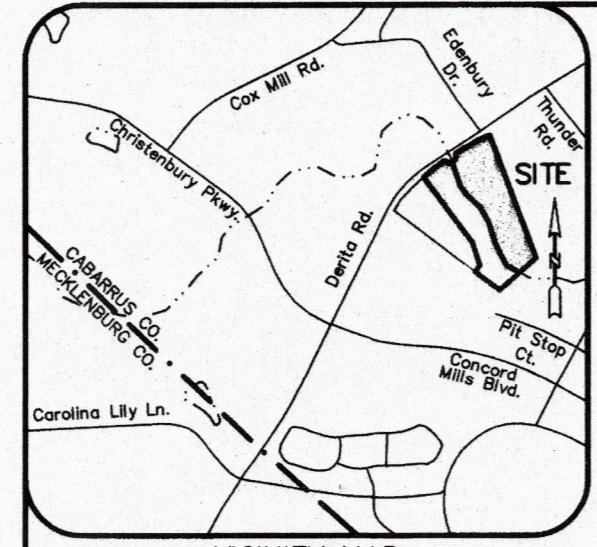
Dec. 20, 2023  
Date

[Signature]  
Signature of Owner/Agent

JEFFERY L. BONDS  
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: _____

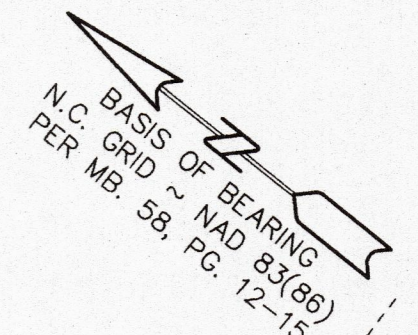


CABARRUS COUNTY DEVELOPMENT STANDARDS  
ZONED: LI  
PRINCIPAL SETBACKS  
FRONT: 50'  
SIDE YARD: 10'  
REAR YARD: 20'

CERTIFICATE OF OWNERSHIP  
I HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREIN AND THAT I HEREBY ADOPT THIS PLAN OF DIVISION OF MY PROPERTY OF MY FREE CONSENT ESTABLISHING ANY LINES AND FEATURES SHOWN ON THIS PLAT.  
*[Signature]*  
DATE: \_\_\_\_\_ PROPERTY OWNER

CERTIFICATE OF APPROVAL BY THE SUBDIVISION ADMINISTRATOR  
I, *Susie Morris*, SUBDIVISION ADMINISTRATOR OF CABARRUS COUNTY HEREBY APPROVE THE MINOR SUBDIVISION FOR BONDS PROPERTY - REVISED TRACT 1 ON THE 22<sup>ND</sup> DAY OF JUNE, 2023.  
*[Signature]*  
SUBDIVISION ADMINISTRATOR

- REFERENCES:
1. ALL DEEDS AND MAPS SHOWN HEREON;
  2. CABARRUS COUNTY ON-LINE G.I.S. TAX MAP;
  3. RECORDED MAP ENTITLED "MAJOR SUBDIVISION - FINAL PLAT FOR CHRISTENBURY CORNERS NORTHEAST QUADRANT - PHASE 1" BY CESI, DATED JUNE 3, 2008, CESI JOB NO. 06111.150, RECORDED AT THE CABARRUS COUNTY REGISTER OF DEEDS OFFICE IN MB. 58, PAGES 12-15;
  4. UNRECORDED MAP ENTITLED "BOUNDARY SURVEY OF DONALD RAY BONDS PROPERTY", BY CESI, DATED APRIL 16, 2008, CESI JOB NO. 060311.005;
  5. RECORDED MAP ENTITLED "FINAL PLAT (MAJOR PLAT) OF CRESCENT RESOURCES, LLC PROPERTY, MAP 3", BY R. B. PHARR & ASSOCIATES, P.A., DATED JULY 21, 2008, RECORDED AT THE CABARRUS COUNTY REGISTER OF DEEDS OFFICE IN MB. 57, PAGES 20-23;
  6. UNRECORDED ROAD IMPROVEMENT PLANS FOR SR 1445 (DERITA ROAD) FROM NORTH OF SR 2894 (CONCORD MILLS BOULEVARD) TO SR 1394 (POPLAR TENT ROAD), STATE PROJECT REFERENCE NO. U-49104 / U-49108, STATE PROJ. NO. 40373.2.D1 (PLI REVIEW PLANS - 90%), DATED (U-49104) NOVEMBER 25, 2014 AND (U-49108) SEPTEMBER 18, 2014, PREPARED IN THE OFFICE OF AECOM.

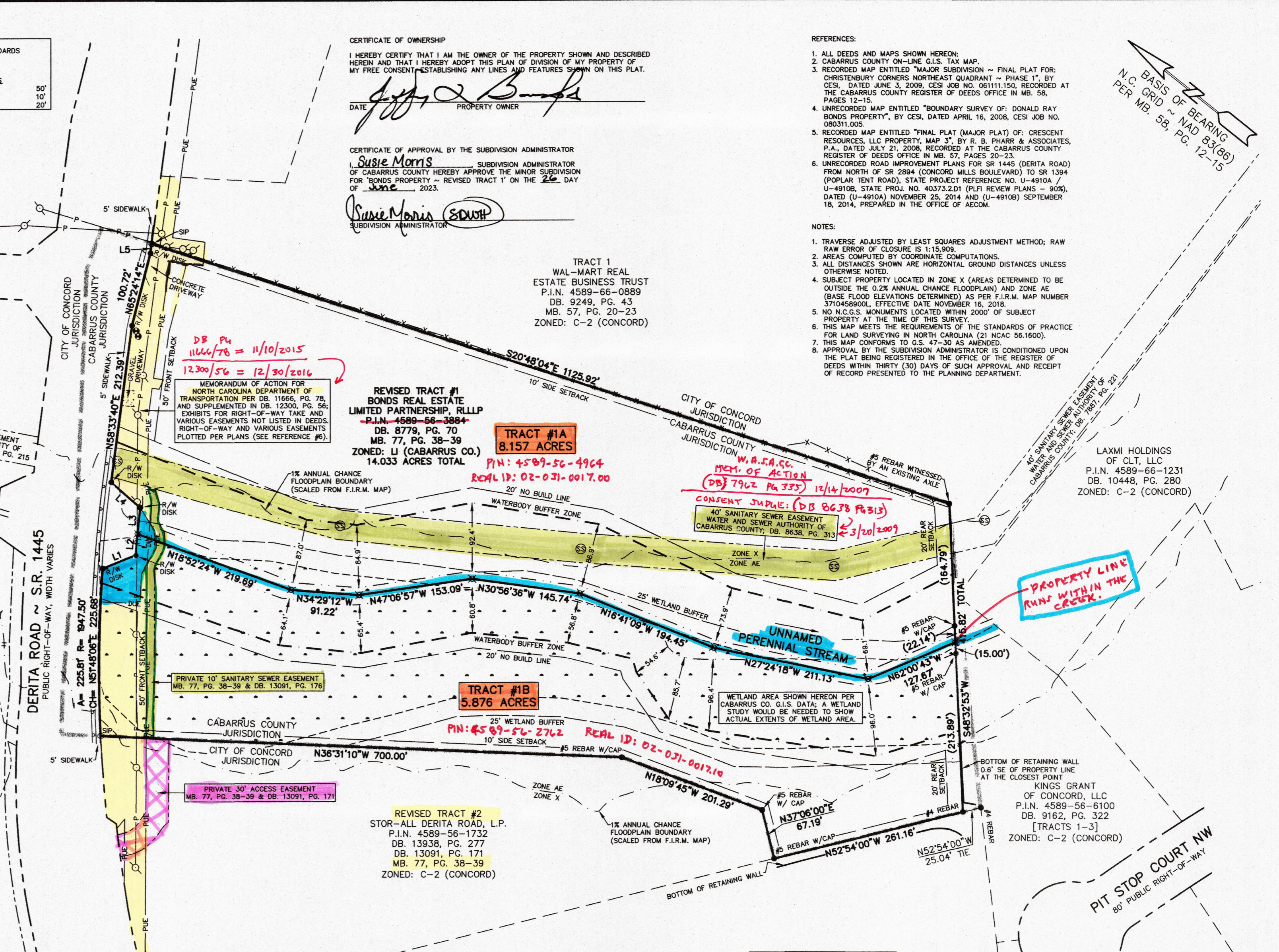


SITE DATA  
TOTAL AREA (ACRES): 14.033  
NO. OF EXISTING LOTS: 1  
NO. OF LOTS AFTER SUBDIVISION: 2  
APPROXIMATE AREA OUTSIDE OF 1% ANNUAL CHANCE FLOODPLAIN:  
TRACT 1A (ACRES): 5.68±  
TRACT 1B (ACRES): 0.52±

SOIL SUITABILITY ANALYSIS CERTIFICATE (NO EVALUATION PERFORMED)  
I UNDERSTAND THAT ALL OF THE LOTS CREATED BY THIS PLAT MUST BE EVALUATED BY THE CABARRUS HEALTH ALLIANCE FOR SOIL SUITABILITY. THE LOTS ON THIS PLAT HAVE NOT BEEN EVALUATED BY THE CABARRUS HEALTH ALLIANCE FOR SUITABILITY AS PART OF THE SUBDIVISION PROCESS.  
*[Signature]*  
DATE: \_\_\_\_\_ PROPERTY OWNER

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS  
I, *Grea Bell*, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS ATTACHED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING.  
*[Signature]* *[Signature]*  
DATE: 06/26/2023  
REVIEW OFFICER

- LEGEND
- EXISTING IRON (AS DESCRIBED)
  - SIP (SET #5 REBAR W/CAP)
  - ⊗ NPS (NO POINT SET)
  - ⊕ SANITARY SEWER MANHOLE
  - ⊕ UTILITY POLE
  - ⊕ WATER VALVE
  - BOUNDARY LINE (AS SURVEYED)
  - BOUNDARY LINE (BY DEED OR PLAT)
  - PUBLIC RIGHT-OF-WAY LINE
  - TIE LINE
  - GENERAL EASEMENT LINE
  - DUE DRAINAGE / UTILITY EASEMENT LINE
  - PDE PERMANENT DRAINAGE EASEMENT LINE
  - PUE PERMANENT UTILITY EASEMENT LINE
  - ELECTRICAL EASEMENT LINE
  - WATERBODY BUFFER ZONE LINE
  - BUILDING SETBACK LINE
  - WETLAND BOUNDARY LINE (PER G.I.S.)
  - 25' WETLAND BUFFER LINE
  - TOP OF CREEK BANK LINE
  - FENCE LINE
  - GUARDRAIL LINE
  - OVERHEAD UTILITY LINE(S)



PLAT CERTIFICATION  
I, MARRION L. SANDLIN, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN DEED BOOKS AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE INDICATED AS DRAWN FROM DEEDS OR MAPS REFERENCED HEREON; THAT THE RATIO OF PRECISION IS 1:15,909; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; AND THE SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.  
WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 19<sup>TH</sup> DAY OF JUNE, 2023 A.D.  
*[Signature]*  
PROFESSIONAL LAND SURVEYOR LICENSE NO. L-2941

LINE TABLE

LINE	BEARING	DISTANCE
L1	S61°03'38"E	47.49'
L2	N56°43'40"E	28.88'
L3	N56°43'40"E	35.88'
L4	N02°20'25"E	51.39'
L5	N58°33'40"E	12.83'

FILED Jun 26, 2023 02:55 pm  
BOOK 00096  
PAGE 0110 THRU 0110  
INSTRUMENT # 13018  
EXCISE TAX \$0.00  
FILED CABARRUS COUNTY NC  
WAYNE NIXON REGISTER OF DEEDS

REVISIONS  
1. JUNE 2023: ADDRESSED COMMENTS FROM CABARRUS CO. PLANNING  
15 JUNE 2023: APPROVED BY CABARRUS COUNTY PLANNING.

MINOR SUBDIVISION SURVEY OF:  
**Bonds Property - Revised Tract 1**  
NO. 2 TOWNSHIP, CITY OF CONCORD, CABARRUS CO., NORTH CAROLINA  
P.I.N. NO.: 4589-56-3884

FOR CLIENT / OWNER:  
BONDS REAL ESTATE LIMITED PARTNERSHIP, RLLLP  
P.O. BOX 296  
CLEVELAND, NC 27013  
DATE: JUNE 19, 2023  
REVISIONS:  
SCALE: 1" = 100'  
JOB NO.: 220727.000  
COMPUTED BY: JRB  
DRAWN BY: JRB  
CHECKED BY: MLS

Scale in feet: 0, 100, 200, 300  
**CESI**  
CIVIL - GEOTECHNICAL - SURVEYING  
N.C. FIRM LICENSE NO. C-0263  
45 SPRING STREET SW CONCORD (704) 786-5404  
CONCORD, NC 28025  
© CESI 2023 ACAD FILE: 220727.DWG







TO: George Berger, City of Concord

FROM: Londa Strong, Director, Active Living and Parks Department (ALP)

DATE: 12/6/2023

RE: Matching Incentive Grant Application: Concord Rotary Club

Congratulations! The matching incentive grant application on behalf of Concord Rotary Club has been approved by Cabarrus County's Board of Commissioners. Pending adherence to the project guidelines, the completed project (Rotary Club Bike Repair Stations) will be owned and operated by the City of Concord. Once a check has been delivered in person to Concord Senior Center (331 Corban Ave SE Concord, NC 28025) for the Concord Rotary Club's match of \$7,500 the contract process and project can begin.

Sincerely,

Londa Strong, Director

Cabarrus County Active Living and Parks



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

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

and	Auditor Name Martin Starnes & Associates, CPAs, P.A.
	Auditor Address 730 13th Avenue Drive SE, Hickory, NC 28602

*Hereinafter referred to as Auditor*

for	Fiscal Year Ending 06/30/24	Date Audit Will Be Submitted to LGC 10/31/24
-----	--------------------------------	---

*Must be within four months of FYE*

hereby agree as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

14. The Auditor shall submit the report of audit in PDF format to LGC Staff. For audits of units other than hospitals, the audit report should be submitted when (or prior to) submitting the final invoice for services rendered. The report of audit, as filed with the Secretary of the LGC, becomes a matter of public record for inspection, review and copy in the offices of the LGC by any interested parties. Any subsequent revisions to these reports shall be sent to the Secretary of the LGC. These audited financial statements, excluding the Auditors' opinion, may be used in the preparation of official statements for debt offerings by municipal bond rating services to fulfill secondary market disclosure requirements of the Securities and Exchange Commission and for other lawful purposes of the Governmental Unit(s) without requiring consent of the Auditor. If the LGC Staff determines that corrections need to be made to the Governmental Unit's (Units') financial statements and/or the compliance section, those corrections shall be provided within three business days of notification unless another deadline is agreed to by LGC Staff.

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

16. If an approved contract needs to be modified or amended for any reason, the change shall be made in writing and pre-audited if the change includes a change in audit fee (pre-audit requirement does not apply to hospitals). This amended contract shall be completed in full, including a written explanation of the change, signed and dated by all original parties to the contract. It shall then be submitted to the Secretary of the LGC for approval. No change to the audit contract shall be effective unless approved by the Secretary of the LGC.

17. A copy of the engagement letter, issued by the Auditor and signed by both the Auditor and the Governmental Unit(s), shall be attached to this contract, and except for fees, work, and terms not related to audit services, shall be incorporated by reference as if fully set forth herein as part of this contract. In case of conflict between the terms of the engagement letter and the terms of this contract, the terms of this contract shall take precedence. Engagement letter terms that conflict with the contract are deemed to be void unless the conflicting terms of this contract are specifically deleted in Item 30 of this contract. Engagement letters containing indemnification clauses shall not be accepted by LGC Staff.

18. Special provisions should be limited. Please list any special provisions in an attachment.

19. A separate contract should not be made for each division to be audited or report to be submitted. If a DPCU is subject to the audit requirements detailed in the Local Government Budget and Fiscal Control Act and a separate audit report is issued, a separate audit contract is required. If a separate report is not to be issued and the DPCU is included in the primary government audit, the DPCU shall be named along with the primary government on this audit contract. DPCU Board approval date, signatures from the DPCU Board chairman and finance officer also shall be included on this contract.

20. The contract shall be executed, pre-audited (pre-audit requirement does not apply to hospitals), and physically signed by all parties including Governmental Unit(s) and the Auditor, then submitted in PDF format to the Secretary of the LGC.

21. The contract is not valid until it is approved by the Secretary of the LGC. The staff of the LGC shall notify the Governmental Unit and Auditor of contract approval by email. The audit should not be started before the contract is approved.

22. Retention of Client Records: Auditors are subject to the NC State Board of CPA Examiners' Retention of Client Records Rule 21 NCAC 08N .0305 as it relates to the provision of audit and other attest services, as well as non-attest services. Clients and former clients should be familiar with the requirements of this rule prior to requesting the return of records.

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.
24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.
25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.
26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.
27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and *Government Auditing Standards, 2018 Revision* (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.
- All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.
28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:
- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
  - b) the status of the prior year audit findings;
  - c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
  - d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.
29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

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

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

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

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

**FEEES FOR AUDIT SERVICES**

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

Financial statements were prepared by:     Auditor     Governmental Unit     Third Party

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

<b>Name:</b>	<b>Title and Unit / Company:</b>	<b>Email Address:</b>
Jessica Jones	Finance Director, City of Concord	jonesj@concordnc.gov

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

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

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

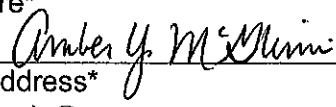
4. Prior to the submission of the completed audited financial report and applicable compliance reports subject to this contract, or to an amendment to this contract (if required) the Auditor may submit interim invoices for approval for services rendered under this contract to the Secretary of the LGC,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

<b>Primary Government Unit</b>	City of Concord, NC
Audit Fee (financial and compliance if applicable)	\$ 53,600
Fee per Major Program (if not included above)	\$
<b>Additional Fees Not Included Above (if applicable):</b>	
Financial Statement Preparation (incl. notes and RSI)	\$
All Other Non-Attest Services	\$
<b>TOTAL AMOUNT NOT TO EXCEED</b>	<b>\$ 53,600</b>

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

## SIGNATURE PAGE

## AUDIT FIRM

Audit Firm*	
Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 01/25/24	Email Address* amcghinnis@msa.cpa

## GOVERNMENTAL UNIT

Governmental Unit*	
City of Concord, NC	
Date Governing Board Approved Audit Contract* (Enter date in box to right)	
Mayor/Chairperson (typed or printed)* William C. "Bill" Dusch, Mayor	Signature*
Date	Email Address* duschb@concordnc.gov

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

## GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

Sum Obligated by This Transaction:	\$ 53,600
Primary Governmental Unit Finance Officer* (typed or printed) Jessica Jones, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* jonesj@concordnc.gov



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

**DISCRETELY PRESENTED COMPONENT UNIT**

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

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

**DPCU – PRE-AUDIT CERTIFICATE**

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

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

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

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

**PRINT**



**Report on the Firm’s System of Quality Control**

To the Shareholders of Martin Starnes & Associates, CPAs, P.A. and the Peer Review Committee, Coastal Peer Review, Inc.

We have reviewed the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. (the firm) in effect for the year ended December 31, 2020. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants (Standards).

A summary of the nature, objectives, scope, limitations of, and the procedures performed in a System Review as described in the Standards may be found at [www.aicpa.org/prsummary](http://www.aicpa.org/prsummary). The summary also includes an explanation of how engagements identified as not performed or reported in conformity with applicable professional standards, if any, are evaluated by a peer reviewer to determine a peer review rating.

**Firm’s Responsibility**

The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. The firm is also responsible for evaluating actions to promptly remediate engagements deemed as not performed or reported in conformity with professional standards, when appropriate, and for remediating weaknesses in its system of quality control, if any.

**Peer Reviewer’s Responsibility**

Our responsibility is to express an opinion on the design of the system of quality control and the firm’s compliance therewith based on our review.

**Required Selections and Considerations**

Engagements selected for review included engagements performed under *Government Auditing Standards*, including compliance audits under the Single Audit Act and an audit of an employee benefit plan.

As part of our peer review, we considered reviews by regulatory entities as communicated by the firm, if applicable, in determining the nature and extent of our procedures.

**Opinion**

In our opinion, the system of quality control for the accounting and auditing practice of Martin Starnes & Associates, CPAs, P.A. in effect for the year ended December 31, 2020, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Martin Starnes & Associates, CPAs, P.A. has received a peer review rating of *pass*.

*Koonce, Wooten & Haywood, LLP*

Koonce, Wooten & Haywood, LLP

May 4, 2021

**Raleigh**  
 4060 Barrett Drive  
 Post Office Box 17806  
 Raleigh, North Carolina 27619  
 919 782 9265  
 919 783 8937 FAX

**Durham**  
 3500 Westgate Drive  
 Suite 203  
 Durham, North Carolina 27707  
 919 354 2584  
 919 489 8183 FAX

**Pittsboro**  
 579 West Street  
 Post Office Box 1399  
 Pittsboro, North Carolina 27312  
 919 542 6000  
 919 542 5764 FAX

**Smithfield**  
 212 East Church Street  
 Post Office Box 2348  
 Smithfield, North Carolina 27577  
 919 934 1121  
 919 934 1217 FAX



**MEMORADUM**

DATE: Tuesday, January 23, 2024  
 TO: Jackie Deal, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Cannon Run Subdivision (SF DEV D) PH 2 MP 2A  
 PROJECT NUMBER: 2019-045  
 DEVELOPER: Pulte Home Company, LLC  
 FINAL CERTIFICATION - LOT NUMBERS: 136-144, 171-172  
 INFRASTRUCTURE TYPE: Water and Sewer  
 COUNCIL ACCEPTANCE DATE: Thursday, February 08, 2024  
 ONE-YEAR WARRANTY DATE: Saturday, February 08, 2025

Water Infrastructure	Quantity
8-inch in LF	866.00
8-inch Valves	3
6-inch in LF	39.00
6-inch Valves	1
2-inch in LF	270.00
2-inch Valves	2
Hydrants	2

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1043.00
Manholes as EA	8



**MEMORADUM**

DATE: Wednesday, January 17, 2024  
 TO: Jackie Deal, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Starbucks-George Liles  
 PROJECT NUMBER: 2022-039  
 DEVELOPER: Pavilion Development Company  
 FINAL CERTIFICATION - LOT NUMBERS: Commercial Site  
 INFRASTRUCTURE TYPE: Water  
 COUNCIL ACCEPTANCE DATE: Thursday, February 08, 2024  
 ONE-YEAR WARRANTY DATE: Saturday, February 08, 2025

Water Infrastructure	Quantity
6-inch in LF	16.00
6-inch Valves	1
2-inch in LF	37.00
2-inch Valves	1
Hydrants	1



**MEMORADUM**

DATE: Wednesday, January 10, 2024  
 TO: Jackie Deal, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Annsborough Park PH 1 MP 2  
 PROJECT NUMBER: 2019-048  
 DEVELOPER: M/I Homes of Charlotte, LLC  
 FINAL CERTIFICATION - LOT NUMBERS: 26-85,108-111,115,127-128  
 INFRASTRUCTURE TYPE: Water and Sewer  
 COUNCIL ACCEPTANCE DATE: Thursday, February 08, 2024  
 ONE-YEAR WARRANTY DATE: Saturday, February 08, 2025

Water Infrastructure	Quantity
8-inch in LF	3073.00
8-inch Valves	8
2-inch in LF	208.00
2-inch Valves	1
6-inch Valves	1
Hydrants	6

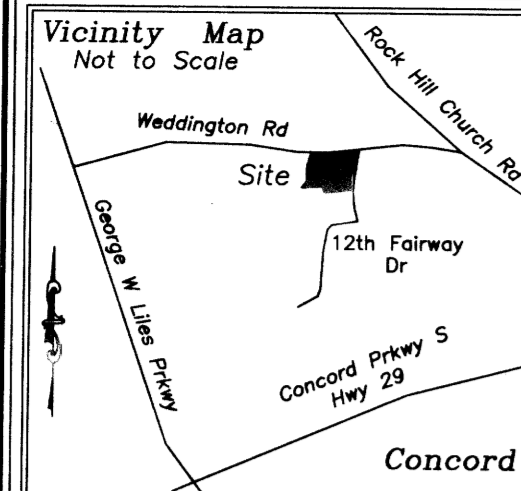
Sanitary Sewer Infrastructure	Quantity
8-inch in LF	3579.00
Manholes as EA	22



**MEMORADUM**

DATE: Tuesday, January 23, 2024  
 TO: Jackie Deal, Engineering Director  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Roadway Acceptance  
 PROJECT NAME: Olde Homestead Subdivision  
 PROJECT NUMBER: 2020-064  
 DEVELOPER: Niblock Development Corporation  
 COUNCIL ACCEPTANCE DATE: Thursday, February 8, 2024  
 ONE-YEAR WARRANTY DATE: Friday, February 7, 2025

Street	Length in LF	ROW in FT	Plat
Sagemont Drive NW	1937.00	50.00	PH 1 MP 2
Kingsman Lane NW	413.00	50.00	PH 1 MP 2
Total	2350.00		



I, Mark S. Pence, certify that this Plat was drawn under my supervision from an actual survey made under my supervision... (Deed Description recorded in Deed Book 14210 Page 237; that the Ratio of Precision is 1 : 10,000+ as calculated, that the boundaries not surveyed are shown as broken lines plotted from information as referenced herein; that this Plat was prepared in accordance with G.S. 47-30 as amended. Witness my hand and Official Seal this the 30th day of June, 2021.



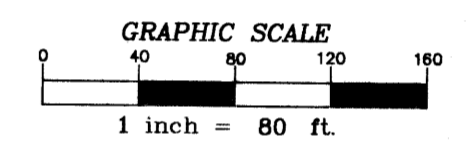
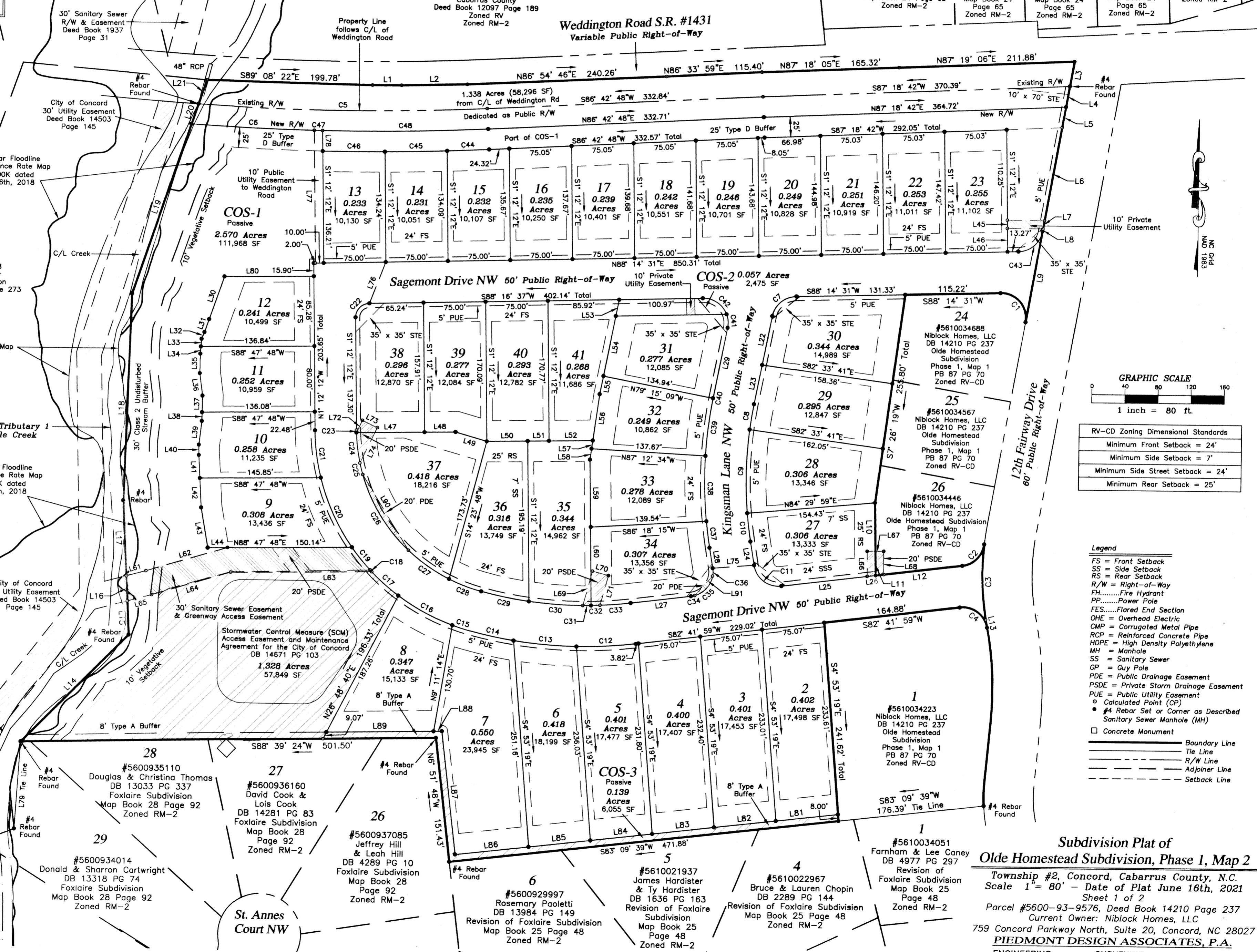
See Sheet 2 of 2 for Notes and Certifications

I hereby certify that the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land.

M.K.S.P. N. C. Professional Land Surveyor L-3680

FILED Jul 09, 2021 02:18 pm BOOK 0088 PAGE 0103 THROUGH 0103 INSTRUMENT # 29360 EXCISE TAX \$0.00

#5600-82-7868 Cabarrus County Board of Education Deed Book 1425 Page 273 Zoned O-1

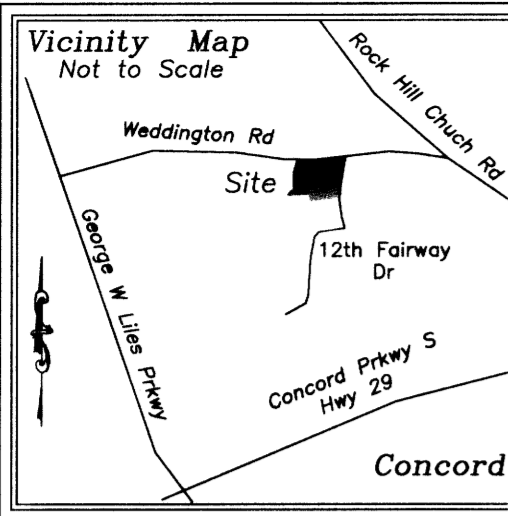


RV-CD Zoning Dimensional Standards

Minimum Front Setback = 24'
Minimum Side Setback = 7'
Minimum Side Street Setback = 24'
Minimum Rear Setback = 25'

- Legend
- FS = Front Setback
  - SS = Side Setback
  - RS = Rear Setback
  - R/W = Right-of-Way
  - FH.....Fire Hydrant
  - PP.....Power Pole
  - FES.....Flared End Section
  - OHE = Overhead Electric
  - CMP = Corrugated Metal Pipe
  - RCP = Reinforced Concrete Pipe
  - HDPE = High Density Polyethylene
  - MH = Manhole
  - SS = Sanitary Sewer
  - GP = Guy Pole
  - PDE = Public Drainage Easement
  - PSDE = Private Storm Drainage Easement
  - PUE = Public Utility Easement
  - CP = Calculated Point (CP)
  - #4 Rebar Set or Corner as Described
  - Sanitary Sewer Manhole (MH)
  - Concrete Monument
  - Boundary Line
  - Tie Line
  - R/W Line
  - Adjoiner Line
  - Setback Line

Subdivision Plat of Olde Homestead Subdivision, Phase 1, Map 2 Township #2, Concord, Cabarrus County, N.C. Scale 1" = 80' - Date of Plat June 18th, 2021 Sheet 1 of 2 Parcel #5600-93-9576, Deed Book 14210 Page 237 Current Owner: Niblock Homes, LLC 759 Concord Parkway North, Suite 20, Concord, NC 28027 **PIEDMONT DESIGN ASSOCIATES, P.A.** ENGINEERING - SURVEYING - PLANNING 125 E. Plaza Dr., Suite 101, Mooresville, N.C. 28115 Phone (704) 664-7888 Fax (704) 664-1778



State of North Carolina County of Cabarrus. Greg Belk, Review Officer of Cabarrus County, certifies that the map or plat to which this certification is affixed meets all statutory requirements for recording. Date: 07/09/2021.

Certificate of Ownership and Offer of Dedication. I hereby certify that I am owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights of way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right of way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after final acceptance of required improvements.

North Carolina County of Rowan. Beth A. Livengood, Notary Public for said county and state, do hereby certify that Marc Niblock, of Niblock Homes, LLC personally appeared before me this day and acknowledged the execution of the foregoing instrument. Date: 7/9/2021.

Certificate of Streets, Water and Sewer System Approval or 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 specifications and standards of Concord and the State of North Carolina. Date: 7/9/2021.

- Surveyor Notes:
\* No NCGS Monument location within 2000'
\* This property is subject to all easements, right-of-ways and restrictions of record.
\* A portion of this property (Common Open Space) does lie within a special Flood Hazard Area, as shown on FEMA Flood Insurance Rate Map 3710560000K dated November 16th, 2018.
\* Tax Parcel #5600-93-9576
\* Current Zoning = RV-CD
\* Setbacks Per Zoning: Front = 24', Side = 7', Side Street = 24', Rear = 25'
\* See Lot #27 for Typical Lot Setbacks
\* Max Building Height = 35'
\* Total Site Acreage = 19.325 Acres (93,688 SF)
\* 37 Residential Lots are created on this plat
\* 11,216 Acres (488,551 SF) are included in these 37 Lots
\* 2 New Streets are created on this plat: Sagemont Drive NW = 1,937 Linear Feet, Kingsman Lane NW = 413 Linear Feet
\* 2.677 Acres (116,622 SF) are included in these 2 New Streets
\* 3 Common Open Space Lots are created on this plat
\* 2,766 Acres (120,498 SF) are included in these 3 COS Lots
\* 3 Common Open Space Lots are created on this plat
\* 1 Stormwater Control Measure (SCM) Easement and Access/Maintenance is created on this plat and includes 1,328 Acres (57,849 SF)
\* 1,338 Acres (58,296 SF) are dedicated as Public R/W along Weddington Road
\* City Sewer & Water available to property.
\* This property does not lie within a regulated watershed
\* Any movement of existing electric utilities can be at owners/developers cost.
\* A 5' Public Utility and Access Easement run along all property frontage lines/right-of-way.
\* Storm Water-Water Quality, Stormwater and detention will be provided in accordance with Article 4 - Section 4.4 of the City of Concord Development Ordinance and in addition stormwater detention will be provided to discharge at a rate equal to or less than the pre-development discharge rate of the 100 year 24 hour storm event.
\* Common Open Space Lots will be owned and maintained by the Olde Homestead Homeowners Association.
\* All homes in this subdivision will be required to have residential sprinkler systems due to the lack of remote entrances.
\* Impervious area allowed per lot = 4,595 SF

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 the Olde Homestead Subdivision was approved by the Concord Planning & Zoning Commission / Administrator with the concurrence of the Development Review Committee at their meeting on July 7, 2021. Date: 7/8/2021.

Certificate of Acceptance of Offer of Dedication. I hereby certify that the City Council accepted the offers of dedication shown on this plat at a meeting of the City Council held on June 10, 2021. Date: 7-8-2021.

I, Mark S. Pence, Certify that this Plat was drawn under my supervision from an actual survey made under my supervision, (Deed Description recorded in Deed Book 14210 Page 237; that the Ratio of Precision is 1 : 10,000+ as calculated, that the boundaries not surveyed are shown as broken lines plotted from information as referenced hereon; that this Plat was prepared in accordance with G.S. 47-30 as amended. Witness my hand and Official Seal this the 30th day of June, 2021.

I Herby Certify that the survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land. N. C. Professional Land Surveyor L-3680.

Certificate of Conformity with Plans and Specifications. City of Concord. Olde Homestead Subdivision Phase 1, Map 2. Name of Subdivision: Sagemont Drive NW & Kingsman Lane NW. Name of Streets in Subdivision: Niblock Homes, LLC. Subdivider.

I hereby, to the best of my knowledge and belief, that all street, storm drainage, water and sewer work to be performed on this subdivision has been checked by me or my authorized representative and conforms with lines, grades, cross-sections, dimensions, and material requirements which are shown on and indicated in the plans which have been reviewed and approved by the Concord Subdivision Administrator or the North Carolina Department of Transportation.

I also acknowledge that falsification of the above certifications may subject me to civil suit and/or criminal prosecution under the General Statutes, including but not limited to, G.S. 14-100 and G.S. 136-102.6 and the Code of Ordinances of the City of Concord.

Signed: Donald L. Munday - Registered Professional Engineer. Registration No. 017327. Date: 06/29/21.

State of North Carolina, County of Rowan. Beth A. Livengood, a Notary Public of the County and State aforesaid, Certify that Donald L. Munday, Registered Professional Engineer, appeared before me this day and Acknowledged the Execution of the Foregoing Instrument. Witness my Hand and Official Stamp and Seal. This 30th Day of June, 2021.

Notary Public: Beth A. Livengood. My Commission Expires: 7/23/24.

Line Table with columns: Line, Direction, Length. Rows L1 through L29.

Line Table with columns: Line, Direction, Length. Rows L30 through L50.

Line Table with columns: Line, Direction, Length. Rows L51 through L71.

Line Table with columns: Line, Direction, Length. Rows L72 through L91.

Impervious Area Calculations table with columns: Location, SF, AC. Rows: Streets, Sidewalks in R/W, New Home Construction, Total Impervious Area.

Curve Table with columns: Curve, Radius, Length, Chord Direction, Chord Length. Rows C1 through C20.

Curve Table with columns: Curve, Radius, Length, Chord Direction, Chord Length. Rows C21 through C40.

Curve Table with columns: Curve, Radius, Length, Chord Direction, Chord Length. Rows C41 through C48.

RV-CD Zoning Dimensional Standards table with rows: Minimum Front Setback = 24', Minimum Side Setback = 7', Minimum Side Street Setback = 24', Minimum Rear Setback = 25'.

- Legend:
FS = Front Setback
SS = Side Setback
RS = Rear Setback
R/W = Right-of-Way
FH.....Fire Hydrant
PP.....Power Pole
FES.....Flared End Section
OHE = Overhead Electric
CMP = Corrugated Metal Pipe
RCP = Reinforced Concrete Pipe
HDPE = High Density Polyethylene
MH = Manhole
SS = Sanitary Sewer
GP = Guy Pole
PDE = Public Drainage Easement
PSDE = Private Storm Drainage Easement
PUE = Public Utility Easement
o Calculated Point (CP)
#4 Rebar Set or Corner as Described Sanitary Sewer Manhole (MH)
Concrete Monument
Boundary Line
Tie Line
R/W Line
Adjoiner Line
Setback Line

Subdivision Plat of Olde Homestead Subdivision, Phase 1, Map 2. Township #2, Concord, Cabarrus County, N.C. Scale 1" = 80' - Date of Plat June 16th, 2021. Sheet 2 of 2. Parcel #5600-93-9576, Deed Book 14210 Page 237. Current Owner: Niblock Homes, LLC. 759 Concord Parkway North, Suite 20, Concord, NC 28027. PIEDMONT DESIGN ASSOCIATES, P.A. ENGINEERING - SURVEYING - PLANNING. 126 E. Plaza Dr., Suite 101, Mooresville, N.C. 28115. Phone (704) 664-7888 Fax (704) 664-1778.

FILED Jul 09, 2021 02:18 pm. CABARRUS COUNTY NC. WAYNE NIXON REGISTER OF DEEDS. INSTRUMENT # 29361. EXCISE TAX \$0.00.



NORTH CAROLINA  
CABARRUS COUNTY

**STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND  
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ("Agreement"), made this 4<sup>th</sup> day of December, 2024, by Christenbury Investors, LLC, a North Carolina limited liability company, whose principal address is 2400 South Blvd, Ste. 300, Charlotte, NC 28203-5773, (hereinafter referred to as "Grantor"), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter "Grantee" or "City").

**WITNESSETH:**

**WHEREAS**, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON \_\_\_\_\_

**WHEREAS**, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina, and more particularly described as follows: 9620 Christenbury Parkway, Concord, NC, Cabarrus County Property Identification Number (PIN): 4589-27-3952. Being the land conveyed to Grantor by deed recorded in Book and Page 11738/198 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the "Property"); and

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

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

**WHEREAS**, conditions for development and/or redevelopment of the Property include (i) the construction, operation and maintenance of three (3) engineered stormwater control structures, namely a Sand Filter, Underground Detention basin and a Contech StormFilter, as provided in the CCDO and the Concord Manual (the "Stormwater Control Measures" or "SCMs"), (ii) Grantor's dedication of non-exclusive access easements to the City, as described in this Agreement, for inspection and maintenance of

NORTH CAROLINA  
CABARRUS COUNTY

**STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND  
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by Cabarrus County, a body politic and political subdivision of the State of North Carolina, whose principal address is 65 Church Street SE, Concord, NC 28025 (hereinafter “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

**WITNESSETH:**

**WHEREAS**, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON \_\_\_\_\_.

**WHEREAS**, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina, and more particularly described as follows: 484 & 508 Cabarrus Avenue and 40 Ramdin Ct, Concord, NC 28025, Cabarrus County Property Identification Number (PIN): 5620-44-3498. Being the land conveyed to Grantor by deed recorded in Book and Page 13476/136 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

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

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

**WHEREAS**, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely two (2) Sand Filters, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measures” or “SCMs”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measures; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

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

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

**NOW, THEREFORE**, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit "A" titled "SCM Maintenance & Access Easement to serve Cabarrus County Warehouse" and labeled "SCM Maintenance Easement #1 (15139.23 sf 0.348 AC)" and "SCM Maintenance Easement #2 (10960.51 sf 0.252 AC)"**, for the purpose of inspection and maintenance of the Stormwater Control Measures (hereinafter referred to as "SCM Easements"). Within the SCM Easements Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measures or SCMs, which include (i) the SCMs and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCMs across that portion of the Property shown on the attached **Exhibit "A" titled "SCM Maintenance & Access Easement to serve Cabarrus County Warehouse" and labeled "SCM Access Easement 3907.20 sf 0.090 AC"**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor's Property to the general public or for any public use or purpose whatsoever, and further, except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCMs, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor's Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

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

1. The requirements pertaining to the SCM Easements are more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Sand Filter Inspection and Maintenance Plan attached as **Exhibit "B"** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the "NCDENR Manual"), all of which are incorporated herein by reference as if set forth in their entirety below. Grantor agrees to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by the CCDO Section 4.4.6.B.1 are

incorporated herein by reference, and Grantor agrees to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

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

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

Grantor and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plans describe the specific actions needed to maintain the SCMs.

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

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

5. This Agreement gives Grantee the following affirmative rights:

Grantee, its officers, employees, and agents may, but is not obligated, to enter the SCM Easements whenever reasonably necessary for the purpose of inspecting same to determine compliance herewith, to

maintain same and make repairs or replacements to the SCMs, its appurtenances and condition(s) as may be necessary or convenient thereto in the event Grantor defaults in its obligations and to recover from Grantor the cost thereof, and in addition to other rights and remedies available to it, to enforce by proceedings at law or in equity the rights, covenants, duties, and other obligations herein imposed in this Agreement.

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

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

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

9. Grantor agrees:

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

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

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

That certain Stormwater Control Measures (SCMs), Access Easement and Maintenance Agreement dated \_\_\_\_\_, 2023 with and for the benefit of the City of Concord, recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and accept further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

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

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

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

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

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM ACCESS EASEMENTS AND ACCEPTED THE SCM ACCESS EASEMENTS AT THEIR MEETING OF \_\_\_\_\_, 2023 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND THE SCM ACCESS EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

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

**GRANTOR:**



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

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

ATTEST:

Lauren Linker  
Lauren Linker, Clerk to the Board

[SEAL]

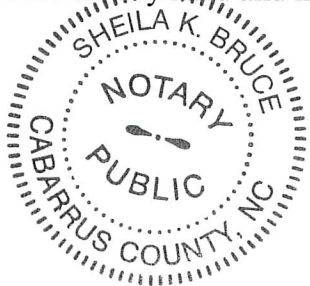
This instrument has been preaudited in the manner required by the "Local Government Budget and Fiscal Control Act."

James Howden  
, Finance Director

**CABARRUS COUNTY  
STATE OF NORTH CAROLINA**

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

WITNESS my hand and notarial seal, this the 18<sup>th</sup> day of December, 2023.



Sheila K. Bruce  
Notary Public Sheila K. Bruce  
My commission expires: 08-17-2026.

**GRANTEE:**

City of Concord, a municipal corporation

By: \_\_\_\_\_  
Lloyd Wm. Payne, Jr., City Manager

ATTEST:

\_\_\_\_\_  
Kim J. Deason, City Clerk  
[SEAL]

APPROVED AS TO FORM

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

**STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS**

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

WITNESS my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_



## Sand Filter Inspection and Maintenance Plan

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

Important maintenance procedures:

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

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

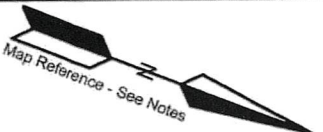
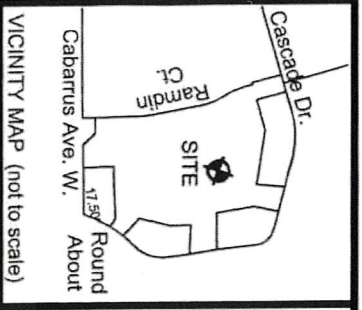
Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

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



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

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



**SCM MAINTENANCE & ACCESS EASEMENT**

NOW OR FORMERLY  
Vidyanand Pawaroo  
& Ahillia Pawaroo  
Deed Bk. 11250, Pg. 356  
Lot #87, Map Bk. 19, Pg. 49  
PIN #5620449840  
Cabarrus Co. Registry

NOW OR FORMERLY  
Robert A. Gornula  
Deed Bk. 2718, Pg. 153  
Lot #83, Map Bk. 19, Pg. 49  
PIN #5620445955  
Cabarrus Co. Registry

Duke Power RW  
Deed Bk. 1361, Pg. 130  
Map Bk. 19, Pg. 49

**LEGEND**  
 RW - RIGHT OF WAY  
 (F) - FOUND  
 (B) - BENT  
 a/s - AS SHOWN  
 CP - CALCULATED POINT  
 - SCM MAINTENANCE EASEMENT  
 - SCM ACCESS EASEMENT

**SCM Maintenance Easement #1**

(F) 5/8" REBAR

(F) 1/2" PIPE REBAR

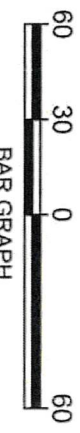


Randin Ct. NW  
60' Private RW

Curve	Radius	C1	C2	C3	C4	C5	C6	C7	C8	C9	C10	C11	C12	C13	C14	C15	C16
Chord Bearing	5.08'	N 36°05'56" W	22.00'	26.00'	26.00'	22.00'	14.91'	30.32'	14.63'	17.76'	34.17'	30.50'	17.76'	14.63'	30.32'	14.91'	30.32'
Arc	5.08'	N 61°30'34" W	45.57'	37.28'	32.60'	18.28'	31.95'	46.40'	25.52'	17.31'	23.37'	13.86'	54.98'	39.27'	19.41'	17.04'	28.60'
Chord	5.08'	N 36°05'56" W	22.00'	26.00'	26.00'	22.00'	14.91'	30.32'	14.63'	17.76'	34.17'	30.50'	17.76'	14.63'	30.32'	14.91'	30.32'
Chord Bearing	5.08'	N 36°05'56" W	22.00'	26.00'	26.00'	22.00'	14.91'	30.32'	14.63'	17.76'	34.17'	30.50'	17.76'	14.63'	30.32'	14.91'	30.32'

Line	Bearing	Distance
L1	N 57°58'44" E	66.37'
L2	N 32°01'16" W	23.45'
L3	N 57°42'06" E	10.00'
L4	S 32°01'16" E	23.50'
L5	S 32°01'16" E	91.20'
L6	N 57°58'44" E	36.65'
L7	S 46°28'51" E	15.24'
L8	S 43°31'09" W	10.25'
L9	N 46°28'51" W	7.55'
L10	S 57°58'44" W	38.65'
L11	N 32°01'16" W	101.20'
L12	N 32°01'16" W	4.93'
L13	N 01°47'32" W	59.49'
L14	S 27°31'07" E	30.32'
L15	N 85°31'57" W	20.94'
L16	S 57°58'44" W	82.17'
L17	S 22°01'41" E	28.01'
L18	S 58°43'45" W	9.24'
L19	N 00°15'30" W	10.04'
L20	N 43°31'09" E	31.65'
L21	N 79°04'47" E	18.20'
L22	N 89°31'08" E	19.54'
L23	S 01°07'01" W	11.07'
L24	N 87°14'34" W	18.49'
L25	S 79°04'47" W	21.12'
L26	N 57°31'21" W	78.69'
L27	N 01°50'51" E	21.33'
L28	N 00°20'21" E	19.03'
L29	S 88°01'17" E	11.88'
L30	S 05°59'02" W	19.06'
L31	S 01°50'51" W	21.21'

**SCM Maintenance Easement #2**



**NOTES:**  
 \* Deed Reference - Deed Bk. 13476, Pg. 136 Cabarrus County  
 Dated April 26, 2019 Recorded in Cabarrus Co. Registry  
 \* Map Reference - 14.035 AC - Cabarrus Avenue W. Dated October 18, 2018  
 Unrecorded Plat Performed by R. Scott Dyer, PLS  
 \* Property subject to recorded and unrecorded right of ways, easements and agreements as may appear.

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 13476 page 136, 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 1:110,000; and that this map meets the requirements for The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56-1600). Witness my original signature, registration number and seal this 13th day of November, A.D., 2023.

R. Scott Dyer, PLS #4444

DRAWN BY: S. Kimrey  
 DATE: October 20, 2023  
 NLS NO.: 22033  
 SCALE: 1" = 60'



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

**SCM Maintenance & Access Easement**  
 To Serve  
 Cabarrus County Warehouse  
 City of Concord Cabarrus County, NC

NORTH CAROLINA  
CABARRUS COUNTY

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

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by Platinum at Rocky River, LLC, a North Carolina limited liability company, whose principal address is 210 Ocean Avenue, Lakewood, NJ 08701-3752 (hereinafter “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

**W I T N E S S E T H:**

**WHEREAS**, THE CITY COUNCIL ACCEPTED THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ON \_\_\_\_\_.

**WHEREAS**, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina, and more particularly described as follows: 1340 Holden Avenue, Concord, NC, Cabarrus County Property Identification Number (PIN): 5527-51-5799. Being the land conveyed to Grantor by deed recorded in Book and Page 16643/331 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

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

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

**WHEREAS**, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Sand Filter, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure” or “SCM”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

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

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

**NOW, THEREFORE**, for valuable consideration, including the benefits Grantor may derive therefrom, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit "A" titled "SCM Access and Maintenance Easement The Mills at Rocky River Townhomes" and labeled "SCM Access and Maintenance Easement 59,955 SQ. FT. 1.376 AC."**, for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as "SCM Easements"). Within the SCM Easements Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM across that portion of the Property shown on the attached **Exhibit "A" titled "SCM Access and Maintenance Easement The Mills at Rocky River Townhomes" and labeled "SCM Access and Maintenance Easement 59,955 SQ. FT. 1.376 AC."**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor's Property to the general public or for any public use or purpose whatsoever, and further, except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

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

1. The requirements pertaining to the SCM Easements are more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Sand Filter Inspection and Maintenance Plan attached as **Exhibit "B"** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the "NCDENR Manual"), all of which are incorporated herein by reference as if set forth in their entireties below. Grantor agrees to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by the CCDO Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agrees to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

a. All components of the SCM and related improvements within the SCM Easements are to be kept in good working order.

b. The components of the SCM and related improvements within the SCM Easements shall be maintained by Grantor as described in “**Exhibit B**”, the Sand Filter Inspection and Maintenance Plan.

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

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

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

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

5. This Agreement gives Grantee the following affirmative rights:

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

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

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

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

9. Grantor agrees:

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

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

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

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

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

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

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

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

**GRANTEE:**

City of Concord, a municipal corporation

By: \_\_\_\_\_  
Lloyd Wm. Payne, Jr., City Manager

ATTEST:

\_\_\_\_\_  
Kim J. Deason, City Clerk  
[SEAL]

APPROVED AS TO FORM

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

**STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS**

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

WITNESS my hand and notarial seal, this the \_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_

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

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

**GRANTOR:**

Platinum at Rocky River, LLC, a North Carolina limited liability company

By: \_\_\_\_\_

Name: Noah Gordon

Title: Managing Member

Ocean  
**CABARRUS COUNTY**  
**STATE OF ~~NORTH CAROLINA~~ New Jersey**

I, Sarah Kesserman, a Notary Public of the aforesaid County and State, do hereby certify that Noah Gordon personally appeared before me this day and acknowledged that he/she is the Managing Member of Platinum at Rocky River, LLC, a North Carolina limited liability company and that he/she as \_\_\_\_\_ being authorized to do so, executed the foregoing on behalf of the company.

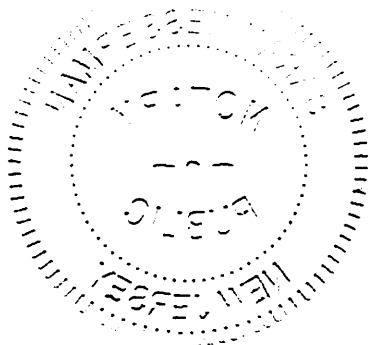
WITNESS my hand and notarial seal, this the 26 day of February, 2024.

Sarah Kesserman  
Notary Public  
My commission expires: 08/15/2028





COMMISSION # 20213169  
MY COMMISSION EXPIRES 8/15/28  
NOTARY PUBLIC OF NEW JERSEY  
SARAH KESSELMAN



Consent of Lienholder

Flagstar Bank N.A. ("Lienholder"), hereby consents to the grant of the foregoing Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement by Platinum at Rocky River, LLC, a North Carolina limited liability company, filed in Deed Book \_\_\_\_\_, at Page \_\_\_\_\_, and joins in the execution hereof solely as Lienholder and hereby does agree that in the event of the foreclosure of the Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing and any amendments thereto, recorded in Book 16643, Page 342, and the Intercreditor Agreement and any amendments thereto, recorded in Book 16644, Page 1, all of the Cabarrus County Registry or other sale of said property described in the aforesaid documents under judicial or non-judicial proceedings, the same shall be sold subject to said Agreement and Easement.

IN TESTIMONY WHEREOF, said Lienholder has caused this Consent of Lienholder to be signed its name by its duly authorized officer, this the 25 day of January, 2024.

Flagstar Bank, N.A.

By: [Signature]

Name: Drew C Szilagyi

Title: First VP

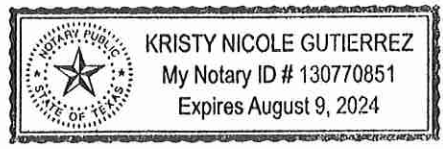
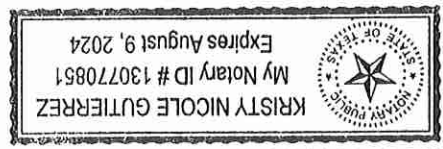
Texas  
~~NORTH CAROLINA~~  
COUNTY OF Harris

I, Kristy N. Gutierrez, a Notary Public in and for said State of North Carolina and County of Harris, do hereby certify that Drew Szilagyi personally appeared before me this day and acknowledged that X he is the 1st VP of Flagstar Bank, N.A., and that he as \_\_\_\_\_ being authorized to do so, executed the foregoing on behalf of the corporation.

Witness my hand and notarial seal, this the 25<sup>th</sup> day of January, 2024.

[Signature]  
Notary Public

My Commission Expires: 8/9/2024



ORD. #

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8<sup>th</sup> 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	7,328,670	7,330,420	1,750
	<b>Total</b>			<b>1,750</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	14,800	16,550	1,750
	<b>Total</b>			<b>1,750</b>

Reason: To appropriate Mayor Golf Tournament reserves for a donation to Run Cabarrus.

Adopted this 8th day of February, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

## ESSENTIAL STANDARDS FOR THE AFTERSCHOOL PROGRAM:

Dear Mayor Dusch,

I hope this message finds you well. I sincerely apologize for the delay in updating you on the progress of our Step Up To Leadership programs. Currently, we are awaiting approval from the Director for our MOU, causing a delay in resuming activities since September. Despite this setback, we've taken proactive measures to ensure our mission continues impacting the lives of Concord's youth.

Our programs are now operational at Concord High School, broadening our reach to a wider range of students across the Concord communities. Targeting youth aged **14-18**, these programs aim to serve **100%** of participants residing in the Concord communities. We remain committed to making a positive impact despite the temporary challenges we are facing. Thank you for your understanding and continued support.

I wanted to bring to your attention that the **\$2400.00** in golf funds allocated to us has been utilized for Social Emotional workshops conducted from the beginning of the school year until Christmas break. This initiative has been well-received and has contributed significantly to the students' emotional resilience and personal development. The essential standards of this program provide a continuum of lessons and opportunities for our young adults to participate and interact in each session that provides substantial information that will help those who struggle personally and academically.

In January, we're organizing a ten-week workshop at a total cost of **\$5600** to equip students with crucial skills for personal growth and responsible citizenship. With your support of **\$2400**, we can assist (7) individuals, covering half of the expenses. The program extends beyond the classroom, fostering emotional resilience and empowering students to confidently navigate life's complexities. Your contribution has a tremendous impact on our mission.

Your continued support is invaluable in making a lasting difference in the lives of our community's youth. By investing in these social development programs, we collectively contribute to shaping a future generation capable of handling challenges, building meaningful relationships, and actively contributing to our community's growth. This program is greatly beneficial for the participants because it will offer Interpersonal skill & personal development where most young people within this age range are not involved in no type of programs when school let out. We're offering these young teens a safe place to build and learn in a safe environment.

This program offers the opportunity for them to get away from their normal environment, introduces them to a safe and a more functional place to develop healthier choices and habits to learn. Step Up To Leadership is a social and emotional learning that is an integral part of education and personal development. Social emotional learning is the process through which all young people and adults acquire and apply the knowledge, skills, and attitudes to develop healthy identities, manage emotions and achieve personal and collective goals, feel, and show empathy for others, establish, and maintain supportive relationships, and make responsible and caring decisions.

***Program Proposals:***

Step Up To Leadership submits this proposal, for services to support in achieving its goals for improving and enhancing the lives of our young adults by providing a four step module in every sessions will educate around these areas Why does this method work? It provides a step-by-step pathway for an easier understanding. Our lessons are designed to increase opportunities for our young adults to be more proactive and slower to react in situations. Giving them the tools and providing them with the information that could possibly help them to use in and out of situations. Social-Emotional learning describes the mindset, skills, attitudes, and feelings that help students succeed in school, career as well as life.

***Organization Mission Statement:***

Step Up To Leadership's mission is to assist teens and young adults by helping them within areas in which they struggle. The steps we use, and our approach is that Step Up To Leadership applies help to the individuals to keep their minds fresh and sharp as they prepare themselves for life and society. We believe that by equipping them with the tools and knowledge they need will help inspire and challenge their minds to not only view things differently but view life with a different perspective.

***Program Title:***

Step Up To Leadership-Social Development and Life Skills

***Program Description:***

Step Up To Leadership will assist with improving participants attitudes by offering our Six months program that will focus on a variety of issues such as conflict resolutions, self-awareness and personal development. Using worksheets and group participation to solve problems and teach awareness are some of the basic structures and techniques that we will be using to assure that all individuals participate in sessions. Once the program is complete our participants will be able to make very conscious decisions for their future. All participants will receive a certificate of achievement that will acknowledge their accomplishment in completing the program.

### Engaging Youth and Young Adults:

Explain how your program engages youth and young adults in making better choices and/or career development: The program will develop a strong confidence with the tools and lessons that we provide by focusing on strengths of an individual while strategically teaching how to address and handle the toughest challenges many will face. When the youth start to make more conscious decisions, they will start to process in an effective manner about their decisions. This program will encourage our youth to begin to start setting goals for themselves. In this case, it'll also be beneficial to the participants in how they process and reassess with making better decisions that will affect their future in a positive aspect.

### Agency:

Step up to Leadership is focused on helping youth and young adults, who struggle with balancing education, troubled homes, and a social life. However, when faced with the challenges of single parent homes, economic hardships, and a variety of limitations, these are just some of the issues that prevent individuals from taking full advantage of the knowledge provided to them. Step Up to Leadership has developed solutions to help individuals stay ahead of negative trends. We propose that Step Up To Leadership be focused on helping implement a program that focuses on high risk youth developing and sharpening their cognitive skill set. We break down the real-life situations and allow the youth to witness transformational strategies that are proven to work, inspire, motivate, and empower their lives.

Attendees: 12-15 participants

Rate: \$350.00 per student, Estimation of 10 WEEKS total.

A TOTAL COST OF OPERATION \$5,250.00

Organization EIN #47-5594920

Name of Organization: Step Up To Leadership

Year Established as a 501(c) 3: 2013

Executive Director: Arkevious J. Armstrong

Contact Person/ Arkevious Armstrong

Address P.O. Box 412, Harrisburg, NC 28075

Phone: (980) 781-9685 Email: [sutlleadership@gmail.com](mailto:sutlleadership@gmail.com) Website: [www.sutlinc.org](http://www.sutlinc.org)

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8<sup>th</sup> 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	7,326,270	7,328,670	2,400
	<b>Total</b>			<b>2,400</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	12,400	14,800	2,400
	<b>Total</b>			<b>2,400</b>

Reason: To appropriate Mayor Golf Tournament reserves for a donation to Step Up to Leadership.

Adopted this 8th day of February, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8<sup>th</sup> 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

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Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
<b>Total</b>				
 <u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
4190-5351000	Maintenance – Buildings	111,991	140,973	28,982
4190-5992000	Contingency	1,281,702	1,252,720	(28,982)
<b>Total</b>				<b>0</b>

Reason: To appropriate contingency funds to cover the cost of repairs to the parking deck elevator.

Adopted this 8th day of February, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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



AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

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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	
100-4353100	Insurance Reimbursement	0	32,915	32,915
<b>Total</b>				<b>32,915</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4550-5362000	Accident Repairs	0	11,729	11,729
4513-5352000	Maintenance-Equipment	11,237	14,305	3,068
6120-5352000	Maintenance-Equipment	97,083	115,201	18,118
<b>Total</b>				<b>32,915</b>

Reason: To appropriate insurance proceeds for insurance repairs and elevator damage.

Adopted this 8th day of February 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

ORD. #

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Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
610-4353100	Insurance Reimbursement	0	25,000	25,000
<b>Total</b>				<b>25,000</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7240-5244000	Materials	6,242,453	6,267,453	25,000
<b>Total</b>				<b>25,000</b>

Reason: To appropriate insurance proceeds for switchgear damage.

Adopted this 8th day of February 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

ORD. #

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
690-4353100	Insurance Reimbursement	0	130,299	130,299
<b>Total</b>				<b>130,299</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
1000-5443000	Contract Cost – Maint	124,118	254,417	130,299
<b>Total</b>				<b>130,299</b>

Reason: To appropriate insurance proceeds for fire-damaged units.

Adopted this 8th day of February 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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



# Quarterly Council Report

**UTILITY EXTENSIONS/ADDITIONS PERMITTED**

October 1- December 31, 2023

## SUMMARY

During the past quarter, the City of Concord Engineering Department's local permitting programs have authorized the expansion of the City of Concord's water distribution system and wastewater collection system to areas that have been recently annexed, developed or to portions of the countywide service area, where infrastructure is lacking, deficient or overloaded.

In summary, the water distribution and wastewater collection expansion projects, as permitted by the City of Concord's delegated permitting program during the quarter of **October 1- December 31, 2023**, are as follows:

**WATER-** The City of Concord does not report any water demand system extensions for this quarter.

The Developer initiated PUBLIC water distribution system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 212 linear feet of 8-inch water main, 285 linear feet of 6-inch water main, 38 linear feet of 2-inch water main, with valves, hydrants and other appurtenances to serve 26 3-Bedroom townhomes and 24 single-family 3-Bedroom lots with an average total domestic water demand of 20,000 GPD, of treated water from the City of Concord's existing potable water distribution system.

**SEWER** – The City of Concord does not report any wastewater collection system extensions for this quarter.

The Developer initiated wastewater collection system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 1,057 linear feet of 8-inch sanitary sewer, with manholes and other appurtenances to serve 26 3-Bedroom townhomes and 24 single-family 3-Bedroom lots, with an average total domestic wastewater discharge of 11,250 GPD.

\*Attributes associated with the reissued permits that have been previously permitted, including the asset linear footage, water demand and wastewater flow totals are excluded in the quantities for the modified permits. Private Water and Wastewater flow totals are also excluded in the total GPD.

Please reference the following pages for more information concerning the authorized expansion and the associated particulars of each project permitted by the City from **1st of October to the 31st of December, 2023**:

## Water Distribution System Extensions: October 1- December 31, 2023

Date Issued: October 10, 2023  
Project Title: **Lincoln St. Townhomes**  
Project #: 2023-019 & Accela PRS2022-03465  
Developer: WeBuild Concord  
Patrick Graham, CEO  
4 Barbrick Avenue, Ste. 10  
Concord, NC 28025  
P) 704-784-0039  
Email) [pgraham@webuildconcord.org](mailto:pgraham@webuildconcord.org)  
Description: Construction of approximately 285 linear feet of 6-inch water lines with 2 in-line valves, and other appurtenances to provide potable water to serve 26 3-Bedroom townhomes located off of Lincoln St SW, with an average domestic water demand of 10,400 GPD.

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Date Issued: October 18, 2023  
Project Title: **Mills at Rocky River- Townhomes**  
Project #: 2021-037 & Accela PRS2021-01605 **Mod 1-Change of Ownership \***  
Developer: Platinum at Rocky River, LLC  
Noah Gordon, President  
210 Ocean Avenue  
Lakewood, NJ 08701  
P) 732-364-1900  
Email) [noah@platinumdevelopers.com](mailto:noah@platinumdevelopers.com)  
Description: Construction of approximately 1,828 linear feet of 8-inch water lines with 14 in-line valves, 596 linear feet of 2-inch water lines with 2 in-line valves, 3 hydrants, and other appurtenances to serve 95 3-bedroom single-family residential townhomes located off of Southeast Corner of Holden Ave. & Griffins Gate, with an average domestic water demand of 38,000 GPD.

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Date Issued: 11/27/2023  
Project Title: **Townhomes at Cannon Run**  
Project #: 2019-045A & PRS2022-01136 **Mod 1-Change of Ownership \***  
Developer: Cannon Run Project I, LLC  
Jonathan Bills, President  
3601 Rigby Road, Ste. 300  
Miamisburg, OH 45342  
P) 937-401-3885  
Email) [jon.bills@ddcmgmt.com](mailto:jon.bills@ddcmgmt.com)  
Description: Construction of approximately 2,424 linear feet of 8-inch water lines with 5 in-line valves, 5 hydrants, and other appurtenances to provide potable water to 140 Single Family Townhome (36 3-bedroom & 104 4-bedroom) lots located off of Davidson Hwy (NC-73) and Odell School Road, with an average domestic water demand of 56,000 GPD.

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Date Issued: 12/20/2023  
Project Title: **Cumberland Subdivision Expansion**  
Project #: 2020-070B  
Developer: Niblock Homes, LLC  
William T. Niblock, Member  
759 Concord Parkway N, Suite 20  
Concord, NC 28027  
P) 704-788-4818  
Email) [wniblock@niblockhomes.com](mailto:wniblock@niblockhomes.com)

Description: Construction of approximately 212 linear feet of 8-inch water lines with 1 in-line valve, 38 linear feet of 2-inch water lines with 1 in-line valve, 2 hydrants, and other appurtenances to serve an additional 24 single-family 3-bedroom residents located off of Eva Drive between Lucky Drive and Tiffany Street, with an additional domestic water demand of 9,600 GPD.

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## **Wastewater Distribution System Extensions: October 1- December 31, 2023**

Date Issued: October 10, 2023  
Project Title: **Lincoln St. Townhomes**  
Project #: 2023-019 & Accela PRS2022-03465  
Developer: WeBuild Concord  
Patrick Graham, CEO  
4 Barbrick Avenue, Ste. 10  
Concord, NC 28025  
P) 704-784-0039  
Email) [pgraham@webuildconcord.org](mailto:pgraham@webuildconcord.org)

Description: Construction of approximately 336 linear feet of 8-inch sanitary sewer with 3 manholes and other appurtenances to serve 26 3-Bedroom townhomes located off of Lincoln St SW, with a domestic wastewater discharge of 5,850 GPD.

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Date Issued: October 18, 2023  
Project Title: **Mills at Rocky River- Townhomes**  
Project #: 2021-037 & Accela PRS2021-01605 **Mod 1-Change of Ownership \***  
Developer: Platinum at Rocky River, LLC  
Noah Gordon, President  
210 Ocean Avenue  
Lakewood, NJ 08701  
P) 732-364-1900  
Email) [noah@platinumdevelopers.com](mailto:noah@platinumdevelopers.com)

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Description: Construction of approximately 2,886 linear feet of 8-inch sanitary sewer with 19 manholes and other appurtenances to serve 95 3-bedroom single-family residential townhomes located off of Southeast Corner of Holden Ave. & Griffins Gate, with a domestic wastewater discharge of 21,375 GPD\*. *\*Flow calculation has been modified for single-family and multifamily residential development, an average daily wastewater flow rate of 150 GPD for 1 and 2-bedroom units/dwellings and 75 GPD for each additional bedroom is to be utilized in determining the total average daily flow per the recently adopted Wastewater Regulatory Relief Act G.S. 143-215.1 Amendment.*

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Date Issued: 11/27/2023  
Project Title: **Townhomes at Cannon Run**  
Project #: 2019-045A & PRS2022-01136 **Mod 1-Change of Ownership \***  
Developer: Cannon Run Project I, LLC  
Jonathan Bills, President  
3601 Rigby Road, Ste. 300  
Miamisburg, OH 45342  
P) 937-401-3885  
Email) [jon.bills@ddcmgmt.com](mailto:jon.bills@ddcmgmt.com)

Description: Construction of approximately 1,376 linear feet of 8-inch sanitary sewer with 9 manholes and other appurtenances to serve 140 Single Family Townhomes (36 3-bedroom & 104 4-bedroom) lots located off of Davidson Hwy (NC-73) and Odell School Road, with a domestic wastewater discharge of 62,880 GPD

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Date Issued: 12/20/2023  
Project Title: **Cumberland Subdivision Expansion**  
Project #: 2020-070B  
Developer: Niblock Homes, LLC  
William T. Niblock, Member  
759 Concord Parkway N, Suite 20  
Concord, NC 28027  
P) 704-788-4818  
Email) [wniblock@niblockhomes.com](mailto:wniblock@niblockhomes.com)

Description: Construction of approximately 721 linear feet of 8-inch sanitary sewer with 6 manholes and other appurtenances to serve 24 single family 3-bedroom residents located off of Eva Drive between Lucky Drive and Tiffany Street, with an additional domestic wastewater discharge of 5,400 GPD, to be added to the previous wastewater allocation.

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QUARTERLY COUNCIL REPORT  
PUBLIC WATER UTILITY EXTENSIONS/ADDITIONS PERMITTED

MONTH-MONTH, YEAR									
City Water Projects	2	3	4	6	8	12"	16	24	30
N/A	0	0	0	0	0	0	0	0	0
<b>City Water Totals</b>	0	0	0	0	0	0	0	0	0

Developer Water Projects	2	3	4	6	8	12"	16	24	30
Lincoln St. Townhomes	0	0	0	285	0	0	0	0	0
Mills at Rocky River- Townhomes	0	0	0	0	0	0	0	0	0
Townhomes at Cannon Run	0	0	0	0	0	0	0	0	0
Cumberland Subdivision Expansion	38	0	0	0	212	0	0	0	0
<b>Developer Public Water Totals</b>	38	0	0	285	212	0	0	0	0

PRIVATE WATER UTILITY EXTENSIONS/ADDITIONS PERMITTED

Developer PRIVATE Water Projects	2	3	4	6	8	12"	16	24	30
N/A	0	0	0	0	0	0	0	0	0
<b>Developer PRIVATE Water Totals</b>	0	0	0	0	0	0	0	0	0

<b>City Water Totals</b>	0	0	0	0	0	0	0	0	0
<b>Developer Public Water Totals</b>	38	0	0	285	212	0	0	0	0
<b>Developer PRIVATE Water Totals</b>	0	0	0	0	0	0	0	0	0
<b>GRAND TOTAL</b>	38	0	0	285	212	0	0	0	0

Lots	GPD
	0
	0

Lots	GPD	
to provide potable water to serve 26 3-Bed	10,400	
to serve 95 3-bedroom single-family residen	0	* Mod 1-Change of Ownership
to provide potable water to 140 Single Fam	0	* Mod 1-Change of Ownership
to serve an additional 24 single-family 3-bed	9,600	* Mod 1-Additional Assets
	20,000	

Lots	GPD
	0
	0

	0
	20,000
	0
	20000

QUARTERLY COUNCIL REPORT  
PUBLIC SEWER UTILITY EXTENSIONS/ADDITIONS

MONTH-MONTH, YEAR						
City Sewer Projects	2	3	4	6	8	12"
N/A	0	0	0	0	0	0
<b>City Sewer Totals</b>	0	0	0	0	0	0

Developer Sewer Projects	2	3	4	6	8	12"
Lincoln St. Townhomes	0	0	0	0	336	0
Mills at Rocky River- Townhomes	0	0	0	0	0	0
Townhomes at Cannon Run	0	0	0	0	0	0
Cumberland Subdivision Expansion	0	0	0	0	721	0
<b>Developer Public Sewer Totals</b>	0	0	0	0	1057	0

	2	3	4	6	8	12"
<b>City Sewer Totals</b>	0	0	0	0	0	0
<b>Developer Public Sewer Totals</b>	0	0	0	0	1057	0
<b>GRAND TOTAL</b>	0	0	0	0	1057	0

RT

PERMITTED

16	24	30	Lots	GPD
0	0	0		0
0	0	0		0

16	24	30	Lots	GPD
0	0	0	to serve 26 3-Bedroom to	5,850
0	0	0	to serve 95 3-bedroom sir	0
0	0	0	to serve 140 Single Family	0
0	0	0	to serve 24 single family 3	5,400
0	0	0		11,250

\* Mod 1-Change of Ownership

\* Mod 1-Change of Ownership

\* Mod 2- Additional Assets

16	24	30	Lots	GPD
0	0	0		0
0	0	0		11,250
0	0	0		11250

**Tax Report for Fiscal Year 2023-2024****FINAL REPORT****December****Property Tax Receipts- Munis**

2023 BUDGET YEAR	22,614,232.16
2022	12,296.63
2021	1,268.40
2020	976.51
2019	1,392.68
2018	74.97
2017	26.54
2016	26.54
2015	65.32
2014	102.15
Prior Years	
Interest	2,345.54
Refunds	
	<hr/>
	22,632,807.44

**Vehicle Tax Receipts- County**

2023 BUDGET YEAR	485,900.54
2022	
2021	
2020	
2019	
2018	
2017	
Prior Years	
Penalty & Interest	7,046.35
Refunds	
	<hr/>
	492,946.89

**Fire District Tax - County**

2023 BUDGET YEAR	107,204.77
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Less: Collection Fee from County

<b>Net Ad Valorem Collections</b>	<hr/>
	23,232,959.10

423:Vehicle Tag Fee-Transportation Impr Fund	30,813.75
100:Vehicle Tag Fee	125,122.50
630:Vehicle Tag Fee-Transportation Fund	30,813.75
Less Collection Fee - Transit	
<b>Net Vehicle Tag Collection</b>	<hr/>
	186,750.00

Privilege License	-
Prepaid Privilege Licenses	
Privilege License interest	
<b>Total Privilege License</b>	<hr/>
	-

Oakwood Cemetery current	2,550.00
Oakwood Cemetery endowment	
Rutherford Cemetery current	4,550.01
Rutherford Cemetery endowment	699.99
West Concord Cemetery current	775.00
West Concord Cemetery endowment	300.00
<b>Total Cemetery Collections</b>	<hr/>
	8,875.00

<b>Total Collections</b>	<hr/>
	23,428,584.10

<b>Current Year</b>	
<b>Original Scroll</b>	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	22,926.70
Discovery Penalty	2,381.36
<b>Total Amount Invoiced - Monthly</b>	<u>25,308.06</u>
<b>Total Amount Invoiced - YTD</b>	71,300,702.79

<b>Current Year</b>	
<b>Less Abatements (Releases)</b>	
Real	16,603.00
Personal	
Discovery	
Penalty - all	
<b>Total Abatements</b>	<u>16,603.00</u>

<b>Adjusted Amount Invoiced - monthly</b>	8,705.06
<b>Adjusted Amount Invoiced - YTD</b>	71,113,759.13

Current Levy Collected	22,614,232.16
Levy Collected from previous years	16,229.74
Penalties & Interest Collected	2,345.54
Current Month Write Off - Debit/Credit	-
<b>Total Monthly Collected</b>	<u>22,632,807.44</u>
<b>Total Collected - YTD</b>	57,812,236.89

**Total Collected - net current levy -YTD** 57,574,099.44

Percentage of Collected -current levy 80.96%

Amount Uncollected - current year levy 13,539,659.69

Percentage of Uncollected - current levy 19.04%

100.00%

**CITY OF CONCORD**

**Summary of Releases, Refunds and Discoveries for the Month of December 2023**

<b>RELEASES</b>		
CITY OF CONCORD	\$	<b>16,603.00</b>
CONCORD DOWNTOWN	\$	-

<b>REFUNDS</b>		
CITY OF CONCORD	\$	<b>496.77</b>
CONCORD DOWNTOWN	\$	<b>204.56</b>

<b>DISCOVERIES</b>							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	0	0	0.0048	0.00	0.00	
2018	0	0	0	0.0048	0.00	0.00	
2019	0	32,275	32,275	0.0048	154.92	77.46	
2020	0	45,765	45,765	0.0048	219.67	87.87	
2021	0	51,050	51,050	0.0048	245.04	73.51	
2022	0	103,755	103,755	0.0048	498.02	95.39	
2023	278,705	4,264,846	4,543,551	0.0048	21,809.04	2,047.13	
<b>Total</b>	<b>278,705</b>	<b>4,497,691</b>	<b>4,776,396</b>		<b>\$ 22,926.70</b>	<b>\$ 2,381.36</b>	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2018	0	0	0	0.0023	0.00	0.00	
2019	0	27,800	27,800	0.0023	63.94	31.97	
2020	0	41,700	41,700	0.0023	95.91	38.37	
2021	0	46,700	46,700	0.0023	107.41	32.22	
2022	0	90,455	90,455	0.0023	208.05	39.59	
2023	0	97,002	97,002	0.0023	223.10	22.31	
<b>Total</b>	<b>0</b>	<b>303,657</b>	<b>303,657</b>		<b>\$ 698.41</b>	<b>\$ 164.46</b>	

City of Concord  
Portfolio Holdings  
Monthly Investments to Council  
Report Format: By Transaction  
Group By: Security Type  
Average By: Cost Value  
Portfolio / Report Group: All Portfolios  
As of 12/31/2023

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
<b>Commercial Paper</b>									
CP MACQUARIE BK LTD 0 1/22/2024	55607KAN6	5,000,000.00	4,859,222.22	1/22/2024	5.762	1.17	7/25/2023	97.184444	22
CP ANGLESEA FUNDING 0 1/26/2024	0347M2AS5	5,000,000.00	4,860,529.17	1/26/2024	5.771	1.17	7/31/2023	97.210583	26
CP BARCLAYS US CCP 0 2/2/2024	06744HPS3	5,000,000.00	4,890,333.35	2/2/2024	5.766	1.17	9/15/2023	97.806667	33
CP LMA AMERS LLC 0 2/21/2024	53944QBM1	5,000,000.00	4,908,512.50	2/21/2024	5.735	1.18	10/27/2023	98.17025	52
CP LLOYDS BANK CORP 0 3/11/2024	53948ACB5	5,000,000.00	4,844,225.00	3/11/2024	5.759	1.16	8/23/2023	96.8845	71
CP CREDIT AGRICOLE CORP 0 3/22/2024	22533TCN4	5,000,000.00	4,863,780.56	3/22/2024	5.664	1.17	9/26/2023	97.275611	82
CP NORDEA BK ABP 0 5/17/2024	65558JEH6	5,000,000.00	4,861,983.33	5/17/2024	5.615	1.17	11/17/2023	97.239667	138
CP TOYOTA MOTOR CREDIT 0 9/6/2024	89233GJ64	3,200,000.00	3,075,162.66	9/6/2024	5.474	0.74	12/14/2023	96.098833	250
Sub Total / Average Commercial Paper		38,200,000.00	37,163,748.79		5.704	8.92		97.290172	76
<b>FFCB Bond</b>									
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.20	1/19/2021	99.957	19
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.20	3/4/2021	99.8	61
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.83	9/22/2021	99.94	96
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.20	8/19/2021	100	232
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.20	9/11/2020	100	254
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.00	11/12/2021	99.6	295
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.20	12/10/2021	100	344
FFCB 5 3/10/2025	3133EPCW3	5,000,000.00	5,000,989.35	3/10/2025	4.984	1.20	8/10/2023	100.019787	435
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.20	4/21/2021	100	477
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.20	9/29/2020	100	638
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.20	12/22/2021	100	722
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.20	12/17/2020	100	898
FFCB 4.75 9/1/2026	3133EPUW3	5,000,000.00	4,971,300.00	9/1/2026	4.961	1.19	9/22/2023	99.426	975
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.20	9/28/2021	100	1,002
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.20	3/30/2020	100	1,185
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.20	3/10/2021	100	1,531
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.20	3/23/2021	100	1,544
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.20	2/16/2021	99.725	1,852
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.19	3/24/2021	99.2	1,901
Sub Total / Average FFCB Bond		92,659,000.00	92,546,551.35		1.319	22.21		99.879156	776
<b>FHLB Bond</b>									
FHLB 0.3 2/9/2024-21	3130AMHPO	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.20	6/9/2021	100	40
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.13	3/4/2021	106.665827	44
FHLB 0.45 4/29/2024-21	3130ALY8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.20	4/29/2021	100	120
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.20	5/28/2021	100	145
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.20	5/24/2021	100	145
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.20	6/7/2021	100	159
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.20	7/15/2021	100	197
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.20	7/29/2021	100	211
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.20	8/28/2020	100	240



FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.20	1/27/2022	100	393
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.20	1/29/2021	99.98	562
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.20	1/20/2021	99.98	659
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.20	12/30/2020	100	730
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.20	1/29/2021	100	760
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.20	2/17/2021	99.9	779
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.20	3/10/2021	100	800
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.20	4/29/2021	100	850
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.20	8/28/2020	99.725	1,325
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.20	11/1/2019	100	2,132
Sub Total / Average FHLB Bond		90,520,000.00	90,533,912.30		0.728	21.73		100.017967	566
FHLMC Bond									
FHLMC 5.05 6/14/2024-23	3134GY5E8	5,000,000.00	5,000,000.00	6/14/2024	5.050	1.20	12/14/2022	100	166
FHLMC 3 6/28/2024-22	3134GXWZ3	5,000,000.00	5,000,000.00	6/28/2024	3.000	1.20	6/28/2022	100	180
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.54	9/24/2021	100	211
FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.31	3/4/2022	99.386016	409
FHLMC 5.15 2/14/2025-23	3134GYJ29	5,000,000.00	4,984,200.00	2/14/2025	5.409	1.20	11/17/2023	99.684	411
FHLMC 5.25 3/21/2025-23	3134GYA77	5,000,000.00	5,000,000.00	3/21/2025	5.250	1.20	12/21/2022	100	446
FHLMC 5.25 6/30/2025-23	3134GY6T4	4,596,000.00	4,596,000.00	6/30/2025	5.250	1.10	12/30/2022	100	547
FHLMC Step 6/30/2025-22	3134GXVT8	5,000,000.00	5,000,000.00	6/30/2025	3.676	1.20	6/30/2022	100	547
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.29	8/4/2022	92.438	568
FHLMC 0.375 9/23/2025	3137EAEX3	1,570,000.00	1,405,668.10	9/23/2025	4.166	0.34	10/6/2022	89.533	632
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.21	11/4/2022	88.468864	632
FHLMC 0.375 9/23/2025	3137EAEX3	560,000.00	504,624.88	9/23/2025	4.156	0.12	12/6/2022	90.111586	632
FHLMC 5.75 6/8/2026-23	3134GYTK8	1,000,000.00	998,300.00	6/8/2026	5.818	0.24	10/27/2023	99.83	890
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.20	7/14/2020	100	926
FHLMC 5.05 9/25/2026-24	3134H1CK7	5,000,000.00	4,963,500.00	9/25/2026	5.322	1.19	10/27/2023	99.27	999
FHLMC 5.55 10/30/2026-24	3134H1GU1	5,000,000.00	4,996,250.00	10/30/2026	5.578	1.20	10/30/2023	99.925	1,034
FHLMC 5.2 12/4/2026-24	3134H1LA9	5,000,000.00	5,000,000.00	12/4/2026	5.200	1.20	12/4/2023	100	1,069
FHLMC 5.25 12/11/2026-24	3134H1MA8	5,000,000.00	5,000,000.00	12/11/2026	5.250	1.20	12/15/2023	100	1,076
FHLMC 5.55 9/27/2027-24	3134H1DG5	5,000,000.00	4,998,250.00	9/27/2027	5.560	1.20	9/27/2023	99.965	1,366
Sub Total / Average FHLMC Bond		68,606,000.00	68,102,875.72		4.393	16.34		99.325834	704
FNMA Bond									
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.38	6/3/2021	106.058	36
FNMA 1.75 7/2/2024	3135G0V75	945,000.00	983,130.75	7/2/2024	0.390	0.24	7/7/2021	104.035	184
FNMA 1.75 7/2/2024	3135G0V75	565,000.00	588,487.72	7/2/2024	0.313	0.14	8/5/2021	104.157119	184
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.20	8/28/2020	100	240
FNMA 2.625 9/6/2024	3135G0ZR7	3,167,000.00	3,093,525.60	9/6/2024	5.424	0.74	10/27/2023	97.68	250
FNMA 1.625 10/15/2024	3135G0W66	1,740,000.00	1,797,259.31	10/15/2024	0.527	0.43	10/6/2021	103.290765	289
FNMA 1.625 10/15/2024	3135G0W66	640,000.00	656,959.05	10/15/2024	0.714	0.16	11/4/2021	102.649852	289
FNMA 5.5 11/27/2024-24	3135GAK83	5,000,000.00	5,000,000.00	11/27/2024	5.500	1.20	11/27/2023	100	332
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.20	7/19/2021	99.797	351
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.26	1/5/2022	101.665856	373
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.30	5/5/2022	93.265273	478
FNMA 0.5 6/17/2025	3135G04Z3	925,000.00	861,249.00	6/17/2025	2.892	0.21	6/6/2022	93.108	534
FNMA 0.5 6/17/2025	3135G04Z3	1,365,000.00	1,271,599.52	6/17/2025	2.943	0.31	7/7/2022	93.157474	534
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.20	7/14/2020	100	561
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.20	8/19/2020	100	597
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.20	8/25/2020	100	603
FNMA 0.375 8/25/2025	3135G05X7	920,000.00	839,132.00	8/25/2025	3.521	0.20	9/7/2022	91.21	603
FNMA 5.375 10/17/2025-24	3135GAKU4	5,000,000.00	5,000,000.00	10/17/2025	5.375	1.20	12/21/2023	100	656

FNMA 0.5 11/7/2025	3135G06G3	1,295,000.00	1,169,555.72	11/7/2025	4.152	0.28	1/5/2023	90.313183	677
FNMA 0.5 11/7/2025	3135G06G3	830,000.00	743,924.04	11/7/2025	4.682	0.18	3/7/2023	89.629402	677
FNMA 0.5 11/7/2025	3135G06G3	885,000.00	815,301.29	11/7/2025	3.719	0.20	4/5/2023	92.12444	677
FNMA 0.57 12/29/2025-21	3135GABS9	5,000,000.00	4,563,350.00	12/29/2025	4.967	1.10	11/17/2023	91.267	729
FNMA 2.125 4/24/2026	3135G0K36	545,000.00	519,466.75	4/24/2026	3.805	0.12	5/3/2023	95.315	845
FNMA 0.75 7/30/2026-20	3136G4D91	1,000,000.00	888,980.00	7/30/2026	5.116	0.21	10/27/2023	88.898	942
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.20	10/29/2020	100	1,033
FNMA 5.625 11/24/2026-24	3135GAKB6	5,000,000.00	5,000,000.00	11/24/2026	5.625	1.20	11/27/2023	100	1,059
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.20	11/4/2020	100	1,404
Sub Total / Average FNMA Bond		73,737,000.00	72,713,623.24		2.451	17.45		98.750273	620
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	80,939.85	80,939.85	N/A	5.260	0.02	6/29/2012	100	1
NCCMT LGIP	NCCMT481	34,490,313.42	34,490,313.42	N/A	5.260	8.28	12/31/2005	100	1
NCCMT LGIP	NCCMT271	230,622.24	230,622.24	N/A	5.260	0.06	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		34,801,875.51	34,801,875.51		5.260	8.35		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	15,902,572.36	15,902,572.36	N/A	5.240	3.82	3/31/2019	100	1
Sub Total / Average Money Market		15,902,572.36	15,902,572.36		5.240	3.82		100	1
Treasury Bill									
T-Bill 0 1/11/2024	912797GC5	5,000,000.00	4,893,833.33	1/11/2024	5.387	1.17	8/17/2023	97.876667	11
Sub Total / Average Treasury Bill		5,000,000.00	4,893,833.33		5.387	1.17		97.876667	11
Total / Average		419,426,447.87	416,658,992.60		2.808	100		99.382131	526