



# City Council Agenda

Thursday, May 14, 2020

6:00 PM

35 Cabarrus Avenue, W, Concord NC 28025

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.

In order to maintain the safety of City residents, City Council, and staff, the May 12, 2020 City Council Work Session and the May 14, 2020 City Council meeting will be conducted electronically via Zoom and can be accessed with the following link:

Join Zoom Meeting:

<https://us02web.zoom.us/j/82744897457?pwd=UGh3OXI4UHFIZzhpTkpUWVF2a2tgQT09>

Phone Dialing alternative:

646-876-9923 or 312-626-6799

Meeting ID: 827 4489 7457 Password: 579922

To sign up to speak during the May 14, 2020 City Council meeting (general Persons Requesting to be Heard and public hearing sections) click the following link:

<https://forms.gle/M37tMtHE3AFFjbBp8>

\* \* \* \* \*

**I. Call to Order**

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

**III. Approval of Minutes:**

April 7, April 9, and April 21, 2020.

**IV. Presentations**

1. **Recognize William Del Eudy for over 26 years of service with the City of Concord's Transportation Department.** Del Eudy is retiring after over 26 years of service to the City of Concord. He was originally a member of the City's Code Enforcement division before taking on the role of Transportation Coordinator of the Traffic Services Division. Del lead the sign shop in the fabrication of thousands of traffic control signs, pavement markings, detours for utilities, events and construction, as well as managing the budgetary and personnel responsibilities. His leadership and work ethic will be greatly missed, and we congratulate him in his retirement.
2. **Recognize May 17 - 23, 2020 as National Public Works Week.** National Public Works Week (NPWW) is a celebration of the tens of thousands of women and men in North America who provide, administer, and maintain the infrastructure collectively known as public works. Instituted as a public education campaign by the American Public Works Association in 1960, NPWW calls attention to the importance of public works in community life and to enhance the prestige of those who serve the public good every day with their dedication. NPWW is observed during the third full week of May.
3. **Recognize the City of Concord Finance Department for being awarded the Distinguished Budget Presentation Award from the Government Finance Officers Association of the United States and Canada.** The Government Finance Officers

Association of the United States and Canada, GFOA, has awarded the City with the Distinguished Budget Presentation Award for the July 1, 2019 Budget Document. The award represents a significant achievement. It reflects commitment of the governing body and staff to meeting the highest principles of budget presentation. In order to receive the budget award, the City had to satisfy nationally recognized guidelines for effective budget presentation. These guidelines are designed to assess how well an entities budget serves as: a) a policy document; b) a financial plan; c) an operations guide; and d) a communications device. Budget documents must be rated proficient in all four categories to receive the award. The City of Concord has received this award for 18 consecutive years.

## V. Unfinished Business

## VI. New Business

### A. Informational Items

### B. Departmental Reports

### C. Recognition of persons requesting to be heard

### D. Public Hearings

- 1. Conduct a public hearing pursuant to NC General Statutes Sec. 158-7.1 and consider offering a contract for a three year / 85% tax based Economic Development Incentive Grant to Project Paul to locate at 700 Derita Road, Building B in Concord, NC.** Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. Project Paul is a commercial print and mailing operation. The project proposes a \$1.98 million investment in real property and \$22.58 million investment in personal property. Project Paul is expected to create approximately 136 full time jobs and 3 part time jobs with average wages at \$39,936. The total value of the City's three year total grant is estimated to equal \$249,945 depending the project's investment. The City of Concord would collect a 3-year net revenue of \$44,108. See attached grant analysis for additional details.

**Recommendation:** Consider offering a contract for a three year / 85% Economic Development Incentive Grant to Project Paul to locate at 700 Derita Road, Building B in Concord, NC pursuant to NC General Statutes Sec. 158-7.1.

- 2. Conduct a public hearing and consider adopting an ordinance annexing one parcel of land, located at Aviation Circle and Derita Road (northeast corner of Aviation Circle and Derita Road intersection), owned by Z & T Real Estate, LLC.** The subject property consists of one (1) parcel, also known as Lot #4 of the Favoni Corporate Center and encompasses +/- 2.07 vacant acres. The applicant, Tun Oo, has petitioned for annexation into the City of Concord's municipal limits in order to connect to City services for development of the parcel with an industrial use. See the attached staff report for further detail.

**Recommendation:** Consider adopting the annexation ordinance and set the effective date for May 14, 2020.

- 3. Conduct a public hearing and consider adopting an ordinance annexing +/- 1.03 acres of street right-of-way within Dickens Place Northeast and Crosspoint Drive Northeast, with ownership interests belonging to Copperfield, Inc and the City of Concord.** The subject property consists of +/- 1.03 acres of land located within the Dickens Place Northeast and Crosspoint Drive Northeast street right-of-way, north of the Dickens Place Northeast and Vinehaven Drive Northeast intersection. Ownership interests are currently retained by Copperfield, Inc and the City of Concord due to right-of-way dedication. The City and the property owner of Copperfield, Inc have worked together to submit an annexation petition in order for the purpose of ensuring a City maintained street is within the City limits. See the attached staff report for further detail.

**Recommendation:** Consider adopting the annexation ordinance and set the effective date for May 14, 2020.

**E. Presentations of Petitions and Requests**

**1. Consider authorizing the City Manager to enter into an agreement with Concord Greenway Townhomes LLC to receive +/- 10.33 acres between Wilkinson Court SE and Woodsdale Place SE at no cost.** City Council approved an offer to purchase in May 2018 from Sherwood Development for 13.05 acres located between Wilkinson Court and Woodsdale Place. Sherwood is purchasing the land to construct twelve townhomes on Wilkinson Court and twenty-two townhomes on Woodsdale Place. This acreage being purchased also included part of the McEachern Greenway. The City reserved the right to maintain any easements for the greenway or utilities. Another option was for Sherwood to give land back to the City that was not required for the townhomes. Sherwood formed Concord Greenway Townhomes LLC that will purchase the land from the City and then donate the unneeded acreage back to the City. The purchase price in the Option is \$275,000 and Sherwood intends to write off for tax purposes the value of the +/- 10.33 acres of land that is being donated back to the City. An appraisal completed by Tim Tallent is included indicating the value of the being donated is \$240,000. The appraisal summary letter is included in the packet.

**Recommendation:** Motion to authorize the City Manager to enter into an agreement with Concord Greenway Townhomes LLC to receive +/- 10.33 acres located between Wilkinson Court SE and Woodsdale Place SE.

**2. Consider approving partial appropriation of Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding in the amount of \$102,384.41 to select public service agencies and organizations responding to immediate community needs related to COVID-19.** See the attached staff report on proposed funding.

**Recommendation:** Motion to approve partial appropriation of Community Development Block Grant (CDBG) Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding in the amount of \$102,384.41 to select public service agencies as they respond to immediate community needs related to COVID-19.

**3. Consider adopting an amendment to the Neighborhood Matching Grant policy.** In May 2002, City Council approved the Neighborhood Matching Grant (NMG) program to assist recognized neighborhood organizations in funding neighborhood improvement projects that beautified and/or otherwise enhance the quality of life in their community. Goals of the NMG program include creating a partnership between the City and recognized neighborhoods and facilitating neighborhood self-improvement. The program was enhanced with policy amendments in 2015, which among other things, limited funding to one of five categories and added a section to specifically list items that will not be funded. One of the items in the list prohibited from grant funding is "food." The intent of this limitation was to prevent funding food expenses at neighborhood cookouts or other social events as part of a neighborhood's grant project. Neighborhood imagination and creativity, along with a community match requirement, are cornerstones of the program. As a reminder, the City matches the neighborhood organization's contribution (volunteer labor, donated materials, professional services and/or cash) up to \$3,000. Considering the current COVID-19 pandemic, neighborhood leaders have asked if establishing neighborhood food banks and pantries, or related activities intended to provide critical food assistance to economically disadvantaged individuals and families, could be considered an eligible activity. Legal staff and UNC School of Government faculty helped identify statutory authority and alignment with public purpose requirements for such an activity. Staff recommends adopting the attached amended grant policy to note this as an exception to the food limitation.

**Recommendation:** Motion to adopt an amendment to the City's Neighborhood Matching policy.

- 4. Consider awarding bids for electric equipment and materials for the Heglar Road Electric Substation P to Substation Enterprises Inc., Siemens Energy Inc., Virginia Transformer Corporation, Siemens Industry Inc., S & C Electric; Keystone Electrical Manufacturing Co., and Modular Connections LLC.** Electric Systems staff received bids on April 8, 2020 for electric equipment and materials required for the construction of a new delivery point and substation located at the corner of Heglar and Old Airport Roads. The bids were arranged into eight schedules of equipment. Schedule I - Delivery point steel and structures- Substation Enterprises Inc., \$212,000; Schedule II - Five 48KV circuit breakers- Siemens Energy, Inc., \$174,110; Schedule III - Substation P steel and structures, Substation Enterprises Inc., \$345,000; Schedule IV --Two 27 MVA power transformers, Virginia Transformer Corp., \$957,218; Schedule V - Two 46KV Circuit Switchers, S & C Electric Company, \$85,184; Schedule VI - Eight 15KV circuit breakers, Siemens Industry, Inc., \$130,928; Schedule VII – Relay Panels, Keystone Electrical Manufacturing Co., \$159,796.51; and Schedule VIII – Two Control equipment houses, Modular Connections, LLC, \$157,794. Staff recommendations reflect the low bidder for each Schedule. All schedules combined total \$2,222,030.51. Funding is derived from existing project account with a balance of \$3,940,144.40.

**Recommendation:** Motion to award bids for electric equipment and materials for the Heglar Road Electric Substation P to Substation Enterprises Inc., Siemens Energy Inc., Virginia Transformer Corporation, Siemens Industry Inc., S & C Electric, Keystone Electrical Manufacturing Co., and Modular Connections LLC.

- 5. Consider authorizing the City Manager to negotiate and execute a contract with Ike's Construction, Inc. for the construction of a 30 x 30 mezzanine in the existing Grounds Maintenance Shop at the Brown Operations Center.** Formal bids were opened Thursday April 2, 2020. Three bids were submitted with Ike's Construction, Inc. being the lowest responsible bidder in the amount of \$198,000. The project is funded at \$545,000 leaving \$347,000 to complete Phase II of the project; expansion of the existing truck shed. Plans are being completed for Phase II and will be out to bid within the next 30 days. The Grounds Division is growing in response to the expanding greenway and park systems. Shelter and storage are needed for expanding crews and the City Arborist and the equipment associated with each.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Ike's Construction in the amount of \$198,000.00 for the construction of a 30 x 30 mezzanine in the existing Grounds Maintenance Shop at the Brown Operations Center.

- 6. Consider authorizing the City Manager to negotiate and execute a contract with Carolina Site Works, Inc. for improvements at Rutherford Cemetery.** The improvements at Rutherford Cemetery will develop the remaining land inside the fence and will result in the addition of 500 grave sites. The work will include grading, the installation of a culvert pipe, extending the road and ending it in a cul-de-sac. Formal bids were opened Wednesday, April 15, 2020. Three bids were submitted with Carolina Siteworks, Inc. being the lowest responsible bidder in the amount of \$108,837.30. The project fund is \$125,360.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Carolina Siteworks, Inc. in the amount of \$108,837.30 for improvements at Rutherford Cemetery.

- 7. Consider adopting an ordinance to temporarily close Cabarrus Ave (SR 1002) between Market St., SW and Church St., S for the Concord International Festival to be held September 19, 2020.** The City of Concord is co-Sponsoring the Concord International Festival to be held September 19, 2020. As such, to protect the safety of pedestrians in the event, staff is requesting to temporarily close Cabarrus Ave (SR 1002) between Market St., SW and Church St., S from NCDOT.



**Recommendation:** Consider adopting an ordinance to temporarily close Cabarrus Ave (SR 1002) between Market St., SW and Church St., S for the Concord International Festival to be held September 19, 2020.

- 8. Consider authorizing the City manager to execute an amendment to the current annual Installation of Traffic Signal Equipment and Associated Construction/Maintenance Work contract.** This amendment consists of a Task Order for Carolina Power & Signalization, Inc., who is currently the on-call signal maintenance contractor, to perform the decommissioning of two (2) existing traffic signals and constructing new traffic signals in their place. The two traffic signals associated with this amendment are located at the intersections of Union Street and Cabarrus Avenue, and Union Street and Corban Avenue. The mast arms at these intersections were inspected with the intention of upfitting them for future pedestrian signal upgrades. During this inspection, the condition of the mast arm to foundation mounting hardware and the mast arms themselves were found to be severely deteriorated. It has been determined that replacement of the mast arms and corresponding foundations is required. This CIP was funded in 2018 at \$400,000 for construction and \$40,000 for engineering and design. The final cost of the design was approximately \$71,600. The estimate for the cost of this Task Order for the construction and installation of materials supplied by the City for the traffic signals is \$230,825. The additional cost of materials which the City is to supply for this project is estimated at \$124,100. Together with the design, construction/installation, and materials to be supplied for the project, the total estimated cost of the signal replacement project is \$426,525.

**Recommendation:** Motion to authorize the City Manager to execute an amendment to the current annual Installation of Traffic Signal Equipment and Associated Construction/Maintenance Work contract, in the amount of \$230,825 for the construction and installation of materials to be supplied by the City for the replacement of the existing traffic signals located at Union Street and Cabarrus Avenue, and Union Street and Corban Avenue .

- 9. Consider authorizing the City Manager to negotiate and execute a contract for the City of Concord's Pedestrian Improvement Program Design Services.** This contract consists of the selected firm providing surveying, design, and corresponding civil engineers cost estimate, including but not limited to, complete drawings and plans for various specified locations from the City's Pedestrian Improvement Program. In the FY 19-20 budget, City Council approved additional funding from the Motor Vehicle Tax (approx. \$500,000) to more effectively complete gaps in the City's sidewalk network. As such, the Transportation Department solicited and selected a firm to prepare plan documents of projects to be constructed. Proposals for this work were received on April 16, 2020 and were evaluated by Committee. The Committee has chosen SEPI, Inc. as the selected firm whose proposal has been determined to be most beneficial to the City. The Transportation Department intends to use up to \$150,000 of the funds to begin processing designs. Contract final completion date is June 30, 2021.

**Recommendation:** Motion to authorize the City manager to negotiate and execute a contract with SEPI, Inc for the Pedestrian Improvement Program Design Services contract, not to exceed \$150,000.

- 10. Consider supporting an application for Surface Transportation Block Grant Program Direct Allocation (STBGP-DA) funds to be submitted to the Cabarrus-Rowan Metropolitan Planning Organization (CRMPO) for the Harris Road (SR 1449) and Poplar Tent Road (SR 1394) Intersection Improvements.** As a Transportation Management Area (TMA), the Cabarrus-Rowan Metropolitan Planning Organization (CRMPO) receives a direct allocation of STBGP funding annually. This direct allocation is referred to by the CRMPO as Surface Transportation Block Grant Program Direct Attributable (STBGP-DA). The Fast Act also combined the former STP

and former TAP programs at the federal level, and amended the provisions contained in 23 U.S.C. 133. Prior to apportioning the STBGP funds to each state or MPO, a portion the FAST Act sets aside STBGP funds specifically for Transportation Alternatives which is now referred to as the Transportation Alternative Set Aside (TASA). From the TASA funds apportioned to each state, a portion of the FAST Act allocates TASA funds directly to any Metropolitan Planning Organization (MPO) that is designated as a Transportation Management Area (TMA). As a Transportation Management Area (TMA), the Cabarrus-Rowan Metropolitan Planning Organization (CRMPO) will receive a direct allocation of TA Set Aside funding annually. A competitive process has previously been adopted to determine which projects are funded. The proposal for the Surface Transportation Block Grant Program Direct Allocation (STBGP-DA) funds for the Harris Road (SR 1449) & Poplar Tent Road (SR 1394) Intersection Improvements involves converting the existing intersection to a Reduced Conflict Intersection (RCI), as well as constructing additional travel lanes and pedestrian accommodations to accept the future widening of Poplar Tent Rd, NCDOT project U-6032. See the attached application prepared by Kimley-Horn and Associates. The total estimated cost is \$15,080,000 and the City of Concord" estimated matching funds would equal \$3,016,000 (20%).

**Recommendation:** Motion to support an application for Surface Transportation Block Grant Program Direct Allocation (STBGP-DA) funds to be submitted to the Cabarrus-Rowan Metropolitan Planning Organization (CRMPO) for the Harris Road (SR 1449) & Poplar Tent Road (SR 1394) Intersection Improvements.

- 11. Consider authorizing the City Manager to negotiate and execute a contract with Electrical Engineering Consulting & Testing, P.C. in the amount of \$73,925 for final engineering and project management services for the switchgear replacement project at the Coddle Creek Water Treatment Plant.** This contract provides project management services and final design for the switchgear replacement project at the Coddle Creek Water Treatment Plant.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Electrical Engineering Consulting & Testing, P.C. in the amount of \$73,925 for final engineering and project management services for the switchgear replacement project at the Coddle Creek Water Treatment Plant.

- 12. Consider authorizing the City Manager to negotiate and execute a contract with Page Power Systems in the amount of \$1,404,727 for construction services for the switchgear replacement project at the Coddle Creek Water Treatment Plant.** The contract provides construction services for the switch gear replacement project at the Coddle Creek Water Treatment Plant. This price includes the alternates of a 3 year extended warranty and the remote racking option.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Page Power Systems in the amount of \$1,404,727.00 for construction services for the switchgear replacement project at the Coddle Creek Water Treatment Plant.

- 13. Consider adopting a resolution to approve and adopt the 2020 Cabarrus Stanly Union Regional Hazard Mitigation Plan.** The regional plan was developed in order to simplify planning efforts for the jurisdictions in the Cabarrus Stanly Union Region and allow resources to be shared among the participating jurisdictions to ease the administrative duties of all of the participants by combining the three existing County-level plans into one multi-jurisdictional plan. FEMA requires that hazard mitigation plans be updated every five years to remain eligible for federal mitigation and public assistance funding. To prepare the 2020 Cabarrus Stanly Union Regional Hazard Mitigation Plan, ESP Associates, Inc. was hired by North Carolina Emergency Management to provide professional mitigation planning services. Per the contractual scope of work, the consultant team followed the mitigation planning process recommended by FEMA (Publication Series 386 and Local Mitigation Plan Review

Guide) and recommendations provided by North Carolina Emergency Management (NCEM) mitigation planning staff. Additionally, for the 2020 update, FEMA Community Rating System (CRS) and Community Wildfire Protection Plan (CWPP) requirements were integrated into the plan update.

**Recommendation:** Motion to adopt a resolution to approve and adopt the 2020 Cabarrus Stanly Union Regional Hazard Mitigation Plan.

- 14. Consider making an appointment to the First Concord Corporation Board of Directors.** Mr. Ralph Barnhardt has served on the First Concord Board of Directors since its inception in 1991. The City Council and staff greatly appreciate his willingness to serve on this board for so many years. Mr. Barnhardt informed the board that he would like to be replaced as a First Concord Board of Director. Irvin Newberry has agreed to serve on this board and staff is requesting that you approve his appointment. Normally, First Concord only meets once a year. If the City issues Limited Obligation Bonds (LOBS) this board will approve the issuance. LOBS were previously called Certificates of Participation (COPS) so some of our older issues are COPS. The name has changed over time to LOBS. First Concord was established in 1991. First Concord is used as a counterparty on installment financing contracts when the City wants to do the financing in the public markets as LOBS. This is for a larger issue, like the City Hall, and the amount would normally be over \$10 Million. In these cases, we need a third party for the city to enter into the installment financing contract with. This enables the third party to assign the rights to the City's payments to a Trustee and it is those payments that get certified so they can be broken down into pieces and sold to investors in the public market. When this was originally set up, entities like this were set up for the single purpose of helping the City with its financings. When this was set up, the rating agencies were concerned about bankruptcy issues so having a third party entity, which the City enters into the installment financing with that has no assets, no employees, etc., alleviated the concern that an entity liked First Concord would ever go bankrupt thus any financing that it was involved would be safer and there would be no concern of any problems with the financing. First Concord is reported in the City's financials. First Concord is ONLY needed if we want to do an installment deal that needs to go out to the public markets. Most issues we do now are private placement with a bank so First Concord is not needed; however, the First Concord Board should remain just in case the City sees a benefit in going to the public market rather than a private placement with a bank.

**Recommendation:** Motion to appoint Irvin Newberry to the First Concord Corporation Board of Directors.

- 15. Consider making an appointment to the Concord Family Enrichment Association Board of Directors.** The CFEA has one vacancy as a result of Reverend Donald Anthony's resignation. Two individuals informed the Board of their interest in serving: Mya Jones and Jean King. The CFEA Board unanimously recommends that Council appoint Mya Jones to fill the vacancy.

**Recommendation:** Motion to appoint Mya Jones to the CFEA Board of Directors.

- 16. Consider a Preliminary Application from Simon Moody.** In accordance with City Code Chapter 62, Simon Moody has submitted a preliminary application to receive water service outside the City limits. The property is located at 1677 Old Charlotte Road. The parcel is zoned LDR and the applicant wants to develop with a single family home. There is not sanitary sewer available to this parcel.

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

- 17. Consider a Preliminary Application from George and Patricia Powell.** In accordance with City Code Chapter 62, George and Patricia Powell has submitted a preliminary application to receive water service outside the City limits. The property is located at 7990 Untz Road. The parcel is approximately 2.1 acres, zoned CR and a

single family home is being proposed the lot. There is not sanitary sewer available to the parcel.

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

## VII. Consent Agenda

- A. Consider adopting a resolution authorizing the designation of a municipal primary and secondary agent to execute and file applications for federal and/or state assistance.** A resolution was adopted in February 2019 designating the primary and secondary agent. However, the Emergency Management Coordinator's title has changed since that time. A new resolution is needed to correctly list the title and name of the municipal primary agent.

**Recommendation:** Motion to adopt a resolution designating Emergency Management Coordinator, Ian Crane, as the primary agent and Finance Director, Pam Hinson, as the secondary agent to execute and file applications for federal and/or state assistance.

- B. Consider authorizing the Fire Department to apply for the Assistance to Firefighters Grant COVID-19 Supplemental (AFG-S) through the Federal Emergency Management Association (FEMA).** The AFG-S is a one-time grant where FEMA will award 90% of the funds associated with the grant and the local jurisdiction is responsible for 10% (AFG Grant - \$25,000, FEMA Award – \$22,500, City of Concord Match - \$2,500). The AFG has included a supplemental grant program associated with items related to COVID-19 that the department wishes to apply for.

**Recommendation:** Motion to authorize the Fire Department to apply for the Assistance to Firefighter Grant COVID-19 Supplement through the Federal Emergency Management Association.

- C. Consider authorizing the Fire Department to apply for the Fire Prevention & Safety Grant (FP&S) grant through the Federal Emergency Management Association (FEMA).** The Concord Fire Department is seeking authorization to apply for the Fire Prevention & Safety Grant (FP&S) grant through the Federal Emergency Management Association (FEMA). The FP&S Grant is a one year grant performance period. If awarded, the grant will fund 95% of the program costs and the City of Concord will be responsible for 5% of the program cost (FP&S Grant - \$54,570, FEMA Award – 95% \$51,841.50, City of Concord Match 5% \$2,728.50). The department is seeking this grant to implement a residential KNOX Box program. A Knox Box is a secured key box where the business owner or homeowner can secure a key that is only accessible by the fire department. Currently, the City only requires Knox Boxes for commercial structures. The City of Kannapolis was awarded the FP&S grant for a residential Knox Box program and has seen great success where residential Knox Boxes can be provided for age targeted residences and communities which allows the fire department quick access to their homes in the event of a medical emergency. The request would be for 300 units.

**Recommendation:** Motion to authorize the Fire Department to apply for the Fire Prevention & Safety Grant through the Federal Emergency Management Association.

- D. Consider authorizing the Fire Department to apply for the Staffing for Adequate Fire & Emergency Response Grant (SAFER) through the Federal Emergency Management Association (FEMA).** The Concord Fire Department is seeking authorization to apply for the 2019 SAFER grant through the Federal Emergency Management Association (FEMA). The SAFER Grant is a three-year grant performance period. If awarded, the grant will cover 75% of the associated salaries for years 1 and 2, and 35% of the associated salaries for year 3. The City of Concord will be responsible for the balance of salaries, 25% in years 1 and 2, and 65% in year 3, and 100% thereafter. The grant is associated with the personnel request associated

with Ladder 10 which has been presented for the FY22 budget cycle. There are 18 full-time employees (FTE's) associated with this grant request and the FY22 budget request. Financial Impact Years 1&2: FEMA- \$721,238, City of Concord-\$240,213/ Year 3 FEMA-\$336,578, City of Concord-\$625,072.

**Recommendation:** Motion to authorize the Fire Department to apply for the Staffing for Adequate Fire & Emergency Response Grant (SAFER) through the Federal Emergency Management Association (FEMA).

- E. Consider authorizing the Police Department to apply for the Fiscal Year 2020 Patrick Leahy Bulletproof Vest Partnership Grant from the U.S. Department of Justice: Office of Justice Programs.** The Concord Police Department is requesting to apply for the Fiscal Year 2020 Patrick Leahy Bulletproof Vest Partnership Grant from the United States Department of Justice: Office of Justice Programs. This program reimburses agencies up to 50% of the costs of new, uniquely fitted bulletproof vests. The department projects needing to purchase 93 vests over the next two years at a total cost of \$57,195.00, of which, the city would receive reimbursement of \$28,597.50 under grant guidelines.

**Recommendation:** Motion to authorize the Police Department to apply for the Fiscal Year 2020 Patrick Leahy Bulletproof Vest Partnership Grant from the U.S. Department of Justice: Office of Justice Programs.

- F. Consider approving a \$500 donation from the Mayor's Golf Tournament Fund to Epworth United Methodist Church for Samaritan's Feet and to adopt a budget ordinance.** Samaritan's Feet is a non-profit humanitarian organization based in Charlotte that provides needy children and youth in our community with new shoes before the beginning of the upcoming school year. Epworth United Methodist Church partners with Samaritan's Feet to provide a pair of new shoes, as well as backpacks and school supplies to children and youth in Cabarrus County.

**Recommendation:** Motion to approve a \$500 donation from the Mayor's Golf Tournament Fund to Epworth United Methodist Church for Samaritan's Feet and to adopt a budget ordinance.

- G. Consider accepting an Offer of Dedication of utility easements and public rights-of-ways in various subdivisions.** In accordance with CDO Article 5, the following final plats and easements are now ready for approval: The Haven at Rocky River and Hunton Forest Phase 2 Map 7. Various utility easements and public rights-of-ways are offered by the owners.

**Recommendation:** Motion to accept the offer of dedication on the following plat and easements: The Haven at Rocky River and Hunton Forest Phase 2 Map 7.

- H. Consider accepting an Offer of Infrastructure at Cedar Park Estates.** In accordance with the CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following is being offered for acceptance: 73' of 6" water main, and 27' of 4" water main.

**Recommendation:** Motion to accept the offer of infrastructure in the following subdivisions and sites: Cedar Park Estates.

- I. Consider accepting the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding allocated by the United States Department of Housing and Urban Development (HUD) to the City of Concord Housing Department and adopt a budget amendment in the amount of \$127,405.** HUD has allocated \$127,405 in CARES Act funding to enable the City of Concord Housing Department to prepare for, prevent and respond to Coronavirus. This funding will allow public housing agencies to maintain normal operations and take other necessary actions during the period that the program is impacted by Coronavirus. HUD is initially defining the time period for which the program is impacted by Coronavirus as through December 31, 2020. HUD will continue to evaluate the impact of Coronavirus on the public housing program, and, if it determines that the impact to the program will extend

beyond December 31, 2020, HUD will issue additional guidance extending the time period for which PHAs may use these funds.

**Recommendation:** Motion to accept the CARES Act funding and adopt a budget amendment in the amount of \$127,405 for this funding.

**J. Consider accepting the Coronavirus Aid, Relief, and Economic Security Act (CARES Act) funding allocated by the United States Department of Housing and Urban Development (HUD) to the City of Concord Housing Department Housing Choice Voucher program and adopt a budget amendment related to the award.**

HUD has allocated CARES Act funding in the amount of \$66,074 through additional Housing Choice Voucher administration fees to enable the City of Concord Housing Department to prepare for, prevent and respond to Coronavirus. This funding will allow public housing agencies to maintain normal operations and take other necessary actions during the period that the program is impacted by Coronavirus. HUD is initially defining the time period for which the program is impacted by Coronavirus as through December 31, 2020.

**Recommendation:** Motion to accept the CARES Act funding in the amount of \$66,074 for the Housing Choice Vouchers program administration fees and adopt a budget amount for this funding.

**K. Consider approving the 2019 Resident Opportunities and Self Sufficiency (ROSS) Grant Award from the US Department of Housing and Urban Development (HUD) and adopt a budget ordinance in the amount of \$228,450.**

HUD has awarded the Housing Department the Resident Opportunities and Self Sufficiency (ROSS) Grant Award for federal year 2019 in the amount of \$228,450 to pay the salary and benefits of one (1) full time program coordinator and one (1) part-time coordinator whose primary responsibility is to guide and connect participants to needed training and resources. Participants in the program gain access to both private and public resources, residential empowerment activities and other supportive services. These services enable participating families to increase earned income, reduce and/or eliminate the need for welfare assistance and make progress toward achieving economic independence and housing self-sufficiency.

**Recommendation:** Motion to accept the ROSS Grant award in the amount of \$228,450 and to adopt a budget ordinance.

**L. Consider adopting ordinances to amend the General Fund Capital project budget and the General Fund operating budget for the Rutherford Cemetery project.**

Bids for the Rutherford Cemetery Expansion project came in under budget. Staff is requesting that \$10,000 of the remaining funds be transferred back to the Cemetery operating department where the money will be used for Rutherford building maintenance.

**Recommendation:** Motion to adopt ordinances to amend the General Fund Capital project budget and the General Fund operating budget for the Rutherford Cemetery project.

**M. Consider adopting an ordinance to amend the General Fund operating budget to recognize revenue from the sales of old handguns to police officers.**

The Police Department collected \$16,500 from officers that have purchased their old handguns from the City. Staff is recommending that those proceeds be placed back in the operating budget of the Police Department.

**Recommendation:** Motion to adopt an ordinance amending the General Fund operating budget to recognize revenue from the sales of old handguns to police officers.

**N. Consider adopting a General Fund operating budget amendment and a General Fund Capital project budget amendment for signage at the airport.**

City Council reserved \$100,000 in May of 2018 for signage and renaming expenses at the airport. These funds will be transferred over to the project fund as expenses are beginning to

happen regarding signage. The project account will fund the expenses related to signage and renaming the airport.

**Recommendation:** Motion to adopt a General Fund operating budget amendment and a General Fund Capital project budget amendment for signage at the airport.

- O. Consider adopting a General Capital Project ordinance for parking at the Brown Operations Center.** Staff is requesting \$110,000 be allocated from the general capital project reserves for additional parking project costs at the Brown Operation Center.

**Recommendation:** Motion to adopt a General Capital Project ordinance for parking at the Brown Operations Center.

- P. Consider adopting an ordinance to amend 2019 Capital Housing Fund grant to adjust budgets to estimated year end actual numbers.** Staff is recommending an amendment to adjust year end budgets to our anticipated actual numbers.

**Recommendation:** Motion to adopt an ordinance to amend the 2019 Capital Housing Fund grant to adjust budgets to estimated year end actual numbers.

- Q. Consider adopting an ordinance to amend the HUD Section 108 BEDI Grant project to adjust budgets to year end actual projections.** Staff is recommending that budgets be adjusted to year end actual projections.

**Recommendation:** Motion to adopt an ordinance to amend the HUD Section 108 BEDI Grant project ordinance to adjust budgets to year end actual projections.

- R. Consider adopting a resolution to amend the Customer Service Policies and Procedures for Termination of Service, Section 5.4 Item #2.** Staff is requesting that the termination policy be updated to properly reflect the procedures for scheduling commercial and/or industrial electric service disconnection. This service would not happen next day and the policy now properly reflects the actual procedures required to schedule those disconnections. Staff updated the policy on April 22, 2020 and has stated that as the effective date in the resolution. The attached resolution includes the actual wording that is being added for electric scheduling of disconnections.

**Recommendation:** Motion to adopt a resolution to amend the Customer Service Policies and Procedures for Termination of Service, Section 5.4 Item #2.

- S. Receive the quarterly report on water and wastewater extension permits issued by the Engineering Department in the first quarter of 2020.** In accordance with City Code Chapter 62, attached is a report outlining the water and wastewater extension permits that were issued between January 1, 2020 and March 31, 2020.

**Recommendation:** Motion to receive the first quarter water and wastewater extension report for 2020.

- T. Consider acceptance of the Tax Office reports for the month of March 2020.** 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 March 2020.

- U. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of March 2020.** 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 March 2020.

- V. Receive monthly report on status of investments as of March 31, 2020.** 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**

- TAC
  - MTC
  - Centralina Council of Government (CCOG)
  - Concord/Kannapolis Transit Commission
  - WSACC
  - Public Art Advisory Committee
  - Concord Family Enrichment Association
  - PTT Committee
  - Barber Scotia Property Task Force Committee
- IX. General comments by Council of non-business nature
- X. Closed Session (if needed)
- XI. Adjournment

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





## PROCLAMATION

OFFICE OF THE MAYOR

WHEREAS, public works services provided in our community are in integral part of our citizen's everyday lives; and

WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs such as water, sewer, streets and highways, public buildings, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design, and construction, are vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency of the qualified and dedicated personnel who staff public works departments are materially influenced by people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, I, William C. Dusch, Mayor of the City of Concord, North Carolina, do hereby proclaim the week of May 17 - 23, 2020 as

### "National Public Works Week"

in the City of Concord, North Carolina, and urge all citizens and civic organizations to acquaint themselves with the issues involved in providing our public works and to recognize the contributions which public works officials make every day to our health, safety, comfort, and quality of life.



*In witness whereof I have hereunto set my hand and caused this seal to be affixed.*

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

ATTEST: 

**Project Paul**



***Cabarrus County Economic Development Grant Analysis***

|  |                        | <b>Year 1</b> | <b>Year 2</b>              | <b>Year 3</b>     |
|--|------------------------|---------------|----------------------------|-------------------|
| <b>Total Assessed Value (Real)</b>     |                        | \$1,980,000   | \$1,980,000                | \$1,980,000       |
| <b>Total Assessed Value (Personal)</b> |                        | \$20,322,000  | \$18,515,600               | \$16,483,400      |
|  | <b>\$22,580,000.00</b> | \$20,322,000  | \$18,515,600               | \$16,483,400      |
| <b>County taxes at .74</b>             |                        | \$165,035     | \$151,667                  | \$136,629         |
| <b>Grant @ 85 %</b>                    |                        | \$140,280     | \$128,917                  | \$116,135         |
| <b>Net Taxes to County</b>             |                        | \$24,755      | \$22,750                   | \$20,494          |
|  |                        |               | <b>Taxes</b>               | <b>\$ 453,331</b> |
|  |                        |               | <b>Grant</b>               | <b>\$ 385,332</b> |
|  |                        |               | <b>Net Taxes to County</b> | <b>\$ 68,000</b>  |

***City of Concord Economic Development Grant Analysis***

|  |                        | <b>Year 1</b> | <b>Year 2</b>            | <b>Year 3</b>     |
|--|------------------------|---------------|--------------------------|-------------------|
| <b>Total Assessed Value (Real)</b>     |                        | \$1,980,000   | \$1,980,000              | \$1,980,000       |
| <b>Total Assessed Value (Personal)</b> |                        | \$20,322,000  | \$18,515,600             | \$16,483,400      |
|  | <b>\$22,580,000.00</b> | \$20,322,000  | \$18,515,600             | \$16,483,400      |
| <b>City taxes at .48</b>               |                        | \$107,050     | \$98,379                 | \$88,624          |
| <b>Grant @ 85 %</b>                    |                        | \$90,992      | \$83,622                 | \$75,331          |
| <b>Net Taxes to City</b>               |                        | \$16,057      | \$14,757                 | \$13,294          |
|  |                        |               | <b>Taxes</b>             | <b>\$ 294,053</b> |
|  |                        |               | <b>Grant</b>             | <b>\$ 249,945</b> |
|  |                        |               | <b>Net Taxes to City</b> | <b>\$ 44,108</b>  |

**GRANT TOTAL: \$ 635,277**



## ***PROJECT PAUL OVERVIEW***

State of Incorporation: North Carolina

Nature of Business: Manufacturing

Current Operations in Cabarrus County (y/n): No

Proposed New or Additional Cabarrus Facility:

Address/Location: 700 Derita Road – Building B, Concord, NC 28027 (RiverOaks)

Square Feet: 160,000

Lease or Purchase: Lease

Project Overview:

Considering to move their current manufacturing operation in the Charlotte region to a potential new facility in Concord, NC (Cabarrus County) by Third Quarter of 2020.

Project Paul is a commercial print and mailing operation. NAICS code: 323111

Investment – Total Investment: \$24.56M (all investment made in first year)

Real Property: \$1.98M

Personal Property: \$22.58M

When will project be in operation: October 2020

New Job Creation: 137.5 people (Initially - approximately 120.5 positions will be transfers and 17 positions will be added in Year 1)

Number of Full Time Jobs: 136

Number of Part Time Jobs: 3

Average Wages: \$39,936

Benefits Offered (y/n): Yes

**Meeting Date**

May 14, 2020

**Annexation Staff Report**

The subject property is located at Aviation Circle and Derita Road (northeast corner of Aviation Circle and Derita Road intersection). It consists of one (1) parcel, also known as Lot #4 of the Favoni Corporate Center, and encompasses +/- 2.07 vacant acres. The applicant, Tun tun Oo, has petitioned for annexation into the City of Concord's municipal limits in order to connect to City services for development of the parcel with an industrial use.

As can be seen on the attached map, the property is contiguous to the City of Concord's primary corporate limits. Property to the west, across Dertia Rd, and property directly to the north are within the City limits. Properties to the west, east, and south remain in Cabarrus County. Currently, the property is zoned LI (Limited Industrial) in Cabarrus County. The purpose for annexation is to obtain access to City utility services. Should City Council adopt the annexation ordinance, the applicant is proposing a rezoning to I-1 (Light Industrial) for the purpose of constructing industrial flex office space. The property is located within the Industrial Employment land use category of the 2030 Land Use Plan, for which I-1 (Light Industrial) is considered a corresponding zoning classification. The applicant attended the March 26<sup>th</sup>, 2020 DRC meeting, and no major issues were found with the proposed use.

Should the annexation and subsequent rezoning be adopted, the applicant will be required to submit construction drawings for technical site plan approval.

**Section B** Submittal Deadlines

Petitions for annexation are accepted by Planning & Neighborhood Development at any time. Find annexation schedule here: <https://www.concordnc.gov/Departments/Planning/Planning-Services/Annexations> The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the City Clerk.

(The City reserves the right to make exceptions to this tentative processing schedule for any reason, including when outstanding staff comments need to be addressed.)

**Section C** Summary Information / Metes and Bounds Descriptions

Development Project Name Favori Corporate Center Lot #4

Street Address

Cabarrus County Property Identification Number(s) list below

P.I.N. 46807077710000 P.I.N. P.I.N.

P.I.N. P.I.N. P.I.N.

Acreage of Annexation Site 2.07 Acre

Annexation site is requesting connection to City of Concord Water  and/or Sewer

Person to contact if there are questions about the petition

Name Tun Tun Oo

Address 9122 Dylan Ridge CT, Concord, NC 28027

Phone 704 534 7640

Fax #

Email tuntoo@yahoo.com

Written metes and bounds description of property to be annexed

Attach additional sheets if necessary. Petitioners must submit an electronic Microsoft Word version. Petitioners must email an electronic copy to [rogerss@concordnc.gov](mailto:rogerss@concordnc.gov)

PETITION MUST BE NOTARIZED

State of: North Carolina  
County of: Cabarrus

Use this section for individual landowners.

I, \_\_\_\_\_ [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, \_\_\_\_\_ [Name of Landowner], as stated on the annexation petition, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Use this section for all land owners that are not individuals, such as (without limitation) corporate land owners, properties held in an estate, properties held in trust, etc.

I, Rachel O DeJass [Notary's Name], a Notary Public for said County and State, do hereby certify that Tun Tun Oo [Representative for Landowner], a duly authorized representative for Z & T Real Estate LLC [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is owner [Title] of said land owner, and acknowledged on behalf of said landowner, the due execution of the foregoing instrument.

Use this section for all individual landowners that are having a Power-of-Attorney execute the Annexation Request.

I, \_\_\_\_\_ [Notary's Name], a Notary Public for Said County and State, do hereby certify that, \_\_\_\_\_ [Attorney-In-Fact's Name], Attorney-in-Fact for \_\_\_\_\_, [Name of Landowner(s)] personally appeared before me this day, and being by me duly sworn, say that he/she executed the foregoing and annexed instrument for and on behalf of said Landowner(s) and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of \_\_\_\_\_, State of \_\_\_\_\_, [County & State of Recording Office] on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, [Date of Recording of the Document] and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney. I further certify that the said Attorney-In-Fact acknowledged the due execution of the foregoing instrument for the purposed therein expressed for and on behalf of said Landowners.

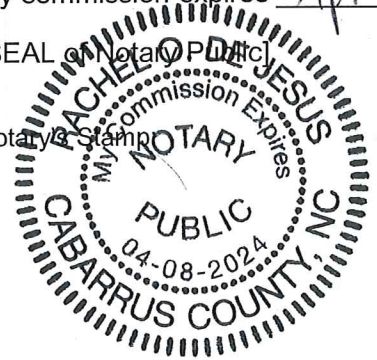
Witness my hand and official seal this 9<sup>th</sup> day of March, 2020

Rachel O DeJass  
Notary Public

My commission expires April 8, 2024

[SEAL of Notary Public]

Notary's Stamp





**Section D** Annexation Petition

State of North Carolina, Cabarrus County, Petition of Annexation of Property to the City of Concord, North Carolina

**Part 1** The undersigned, being all the owners of the real property described in this application (Section C) respectfully request the annexation of said property to the City of Concord, North Carolina. **The petitioners understand and agree that any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners.** The property to be annexed is:



Contiguous to the present primary corporate limits of the City of Concord, North Carolina, or

**Satellite (Not Contiguous)** to the municipal limits of the City of Concord, and meets all of the requirements for NCGS §160A-58.1(b). This includes that if any portion of an area of the proposed annexation is part of a subdivision, all of the subdivision must be included.

**Part 2** NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes \_\_\_ No

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Signed this 9<sup>th</sup> <sup>TTO</sup> day of March, 2020 by the owners of the property described in Section C.

**Owner's Signature(s)**

Include signatures of new owners if ownership will change during the annexation process.

Indicate if owner is signing on behalf of legal entity and in what capacity.

Print Name Tun Tun Oo Phone 704 534 7640

Address 9122 Dylan Ridge CT, Concord, NC 28027

Signature *TTO* Date ~~3-5-20~~ 3-9-20 **TTO**

Print Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

A notary statement must be completely filled out for each signature.

**Section E** Supplemental Information

In order for the City of Concord to better serve annexation areas, now and in the future, the City requests the following information from you. Please give your best estimates where they are needed. Contact information for relative City Departments can be found at the end of the worksheet. Please indicate 'N/A' for questions on which you have no information.

|  |  |  |  |        |  |                  |  |        |  |                      |  |                              |  |  |  |        |  |  |  |
|--|--|--|--|--------|--|------------------|--|--------|--|----------------------|--|------------------------------|--|--|--|--------|--|--|--|
| Acreage of Area  |  |  |  |        |  |                  |  |        |  | 2.07 Acre            |  |                              |  |  |  |        |  |  |  |
| Current Population of Area   |  |  |  |        |  |                  |  |        |  | 55,435               |  |                              |  |  |  |        |  |  |  |
| Current Zoning of Area   |  |  |  |        |  |                  |  |        |  | L1 (Cabarrus County) |  |                              |  |  |  |        |  |  |  |
| Desired City Zoning of Area  |  |  |  |        |  |                  |  |        |  | I - 1                |  |                              |  |  |  |        |  |  |  |
| Proposed Use (i.e. residential, commercial, or industrial)                                     |  |  |  |        |  |                  |  |        |  | Industrial           |  |                              |  |  |  |        |  |  |  |
| Estimated Total Value of Residential Units for the Proposed Development                        |  |  |  |        |  |                  |  |        |  | 1.2 M                |  |                              |  |  |  |        |  |  |  |
| Total Proposed Number of Dwelling Units  |  |  |  |        |  |                  |  |        |  | N/A                  |  |                              |  |  |  |        |  |  |  |
| Type of Proposed Dwelling Units (Single Family Detached, Single Family Attached, Multi-Family) |  |  |  |        |  |                  |  |        |  |                      |  |                              |  |  |  |        |  |  |  |
| Year 1   |  |  |  | Year 2 |  |                  |  | Year 3 |  |                      |  | Year 4                       |  |  |  | Year 5 |  |  |  |
| Estimated Total Value of Business Units for the Entire Proposed Development                    |  |  |  |        |  |                  |  |        |  |                      |  |                              |  |  |  |        |  |  |  |
| Commercial Value   |  |  |  |        |  | Industrial Value |  |        |  |                      |  | Other (not-for-profit) Value |  |  |  |        |  |  |  |
| Proposed Number of Commercial  |  |  |  |        |  |                  |  |        |  |                      |  |                              |  |  |  |        |  |  |  |
| Year 1   |  |  |  | Year 2 |  |                  |  | Year 3 |  |                      |  | Year 4                       |  |  |  | Year 5 |  |  |  |
| Proposed Number of Industrial  |  |  |  |        |  |                  |  |        |  |                      |  |                              |  |  |  |        |  |  |  |
| Year 1   |  |  |  | Year 2 |  |                  |  | Year 3 |  |                      |  | Year 4                       |  |  |  | Year 5 |  |  |  |
| Proposed Number of Other (not-for-profit)?   |  |  |  |        |  |                  |  |        |  |                      |  |                              |  |  |  |        |  |  |  |
| Year 1   |  |  |  | Year 2 |  |                  |  | Year 3 |  |                      |  | Year 4                       |  |  |  | Year 5 |  |  |  |



**Section E (continued) Supplemental Information**

**Street Information**

Proposed total linear mileage of roadway installed

|        |  |        |  |        |  |        |  |        |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|
| Year 1 |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|

Proposed total number of non-state maintained street miles

|        |  |        |  |        |  |        |  |        |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|
| Year 1 |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|

**Water Information**

Typical water service(s) (i.e. 3/4", 1", etc.)

Number of services installed by developer (by service type)

|        |  |        |  |        |  |        |  |        |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|
| Year 1 |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|

Number of services requested (by service type)

|        |  |        |  |        |  |        |  |        |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|
| Year 1 |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|

Typical irrigation meter size(s) to be installed (i.e. 3/4", 1", etc.)

Number of Services Requested

|        |  |        |  |        |  |        |  |        |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|
| Year 1 |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|

Estimated Mileage of Water Pipe Needed

|        |  |        |  |        |  |        |  |        |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|
| Year 1 |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|

**Sewer Information**

Typical sewer service(s) (i.e. 4", 6", 8" etc.)

Number of services installed by developer (by service type)

|        |  |        |  |        |  |        |  |        |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|
| Year 1 |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|

Number of services requested (by service type)

|        |  |        |  |        |  |        |  |        |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|
| Year 1 |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|

Estimated Mileage of Water Pipe Needed

|        |  |        |  |        |  |        |  |        |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|
| Year 1 |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
|--------|--|--------|--|--------|--|--------|--|--------|--|

| <b>Section E (continued) Supplemental Information</b>                      |  |        |  |        |  |        |  |        |  |
|--|--|--------|--|--------|--|--------|--|--------|--|
| <b>Solid Waste Data</b>  |  |        |  |        |  |        |  |        |  |
| <b>Number of Rollouts needed for Multi-Family Units</b>                    |  |        |  |        |  |        |  |        |  |
| Year 1   |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
| <b>Number of commercial units using City rollout collection</b>            |  |        |  |        |  |        |  |        |  |
| Year 1   |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
| <b>Number of commercial units needing corrugated (cardboard) recycling</b> |  |        |  |        |  |        |  |        |  |
| Year 1   |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
| <b>Number of commercial units needing white paper pick-up (recycling)</b>  |  |        |  |        |  |        |  |        |  |
| Year 1   |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |

**PLEASE SUBMIT ANY SKETCH PLANS OR PRELIMINARY PLATS THAT YOU MAY CURRENTLY HAVE FOR YOUR PROJECT.**

City Contact Information

|                                       |              |
|---------------------------------------|--------------|
| Planning and Neighborhood Development | 704-920-5146 |
| Water Resources Director              | 704-920-5343 |
| Director of Electric Services         | 704-920-5301 |
| Director of Engineering               | 704-920-5401 |
| Solid Waste Manager                   | 704-920-5351 |
| Fire Chief                            | 704-920-5536 |
| Police Chief                          | 704-920-5000 |
| Transportation                        | 704-920-5362 |
| Legal                                 | 704-920-5114 |

**BARONE**  
**LAW OFFICES, PC**

Charles F. Barone\*  
Attorney & Counselor at Law  
[Cbarone@baronelawofficespc.com](mailto:Cbarone@baronelawofficespc.com)

P.O. Box 5343  
570 Williamson Road Suite A  
 Mooresville, NC 28117  
Phone: 704-658-0592  
Fax: 704-658-0366

*\*Also Licensed In California*

September 26, 2012

Mr. Tun Oo  
Z & T Real Estate, LLC  
318 Marlow Drive  
Concord, NC 28027

RE: Lot 4, Favoni Corporate Center

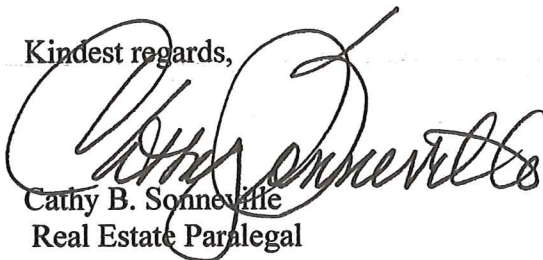
Dear Tun;

Relative to the above referenced, please find enclosed herewith original Deed recorded in Book 10141, Page 127, Cabarrus County Registry.

The Owners Title Insurance Policy will be forwarded under separate cover.

Thank you for allowing us this opportunity to be of service to you.

Kindest regards,



Cathy B. Sonnevile  
Real Estate Paralegal

Cs/encl.

Website: [www.baronelawofficespc.com](http://www.baronelawofficespc.com)

FILED Aug 30, 2012  
AT 01:00 pm  
BOOK 10141  
START PAGE 0127  
END PAGE 0129  
INSTRUMENT # 22104  
EXCISE TAX \$326.00

KLH

**NORTH CAROLINA SPECIAL WARRANTY DEED**

Deed Stamps: \$ 326.00

Tax ID # 4680-70-7722

*S.W. Lindy Champion*  
Mail after recording to: ~~Grantor~~ *BARONE LAW OFFICES, PC*

This instrument was prepared by: Elizabeth M. Repetti (No title search performed)

Brief description for the index:

**LOT 4, FAVONI CORPORATE CENTER**

THIS DEED made this the 20th day of August, 2012; by and between:

GRANTOR

Bank of the Carolinas  
119 W. Center St.  
Lexington, NC 27292

GRANTEE

Z & T Real Estate, LLC  
318 Marlow Dr.  
Concord, NC 28027

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include singular, plural, masculine, feminine or neuter as required by context.

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in Cabarrus County, North Carolina and more particularly described as follows:

3/24



**Tract 1:**

**BEING all of Lot 4 of FAVONI CORPORATE CENTER as same is shown on map thereof recorded in Map Book 40 at Page 5 in the office of the Register of Deeds for Cabarrus County, North Carolina.**

**TOGETHER WITH AND SUBJECT TO the perpetual rights of the Owners of Lots 1, 2, 3 and 4, as shown on map of Favoni Corporate Center recorded in Map Book 40, at Page 5 of the Cabarrus County Registry to use that 60 ' Private R/W shown on the aforesaid map for road purposes and for the installation and maintenance of utility lines, said rights and obligations being easements appurtenant to title to each of said Lots, to run with the land, and to be binding upon and to inure to the benefit of the owners of said Lots.**

**ALSO TOGETHER WITH AND AND SUBJECT TO THE TERMS OF the nonexclusive, perpetual right to utilize that Sanitary Sewer Easement recorded in Book 3930, at Page 118 of the Cabarrus County Registry, said nonexclusive, perpetual right to run with the title to the land described above and to inure to the benefit of the owner of the above described land as an easement appurtenant to said land.**

The property hereinabove described was acquired by Grantor by instrument recorded in Book 10033, at Page 238.

The property herein conveyed does not include the primary residence of a Grantor.

TO HAVE AND TO HOLD the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions: Ad valorem taxes for the current year and subsequent years; easements, rights-of-way, and restrictions of record; prescriptive rights, if any; any local, county, state, or federal laws, ordinances, or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the subject property, including existing violations of said laws, ordinances, or regulations; and any conditions that would be revealed by a physical inspection and survey.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be signed in its corporate name by its duly authorized officer as of, the day and year first above written.

This the 20 day of August, 2012.

Bank of the Carolinas

By: Virginia Carter  
Sr. Vice President

Forsyth County, North Carolina

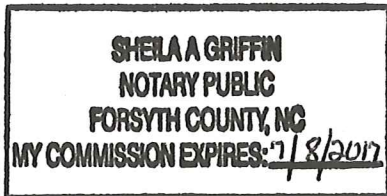
I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she voluntarily signed the foregoing document for the purpose stated herein and in the capacity indicated: Virginia Carter, as Sr. Vice President, Bank of the Carolinas.

Date: 8/20/12

Sheila A. Griffin  
Official Signature of Notary

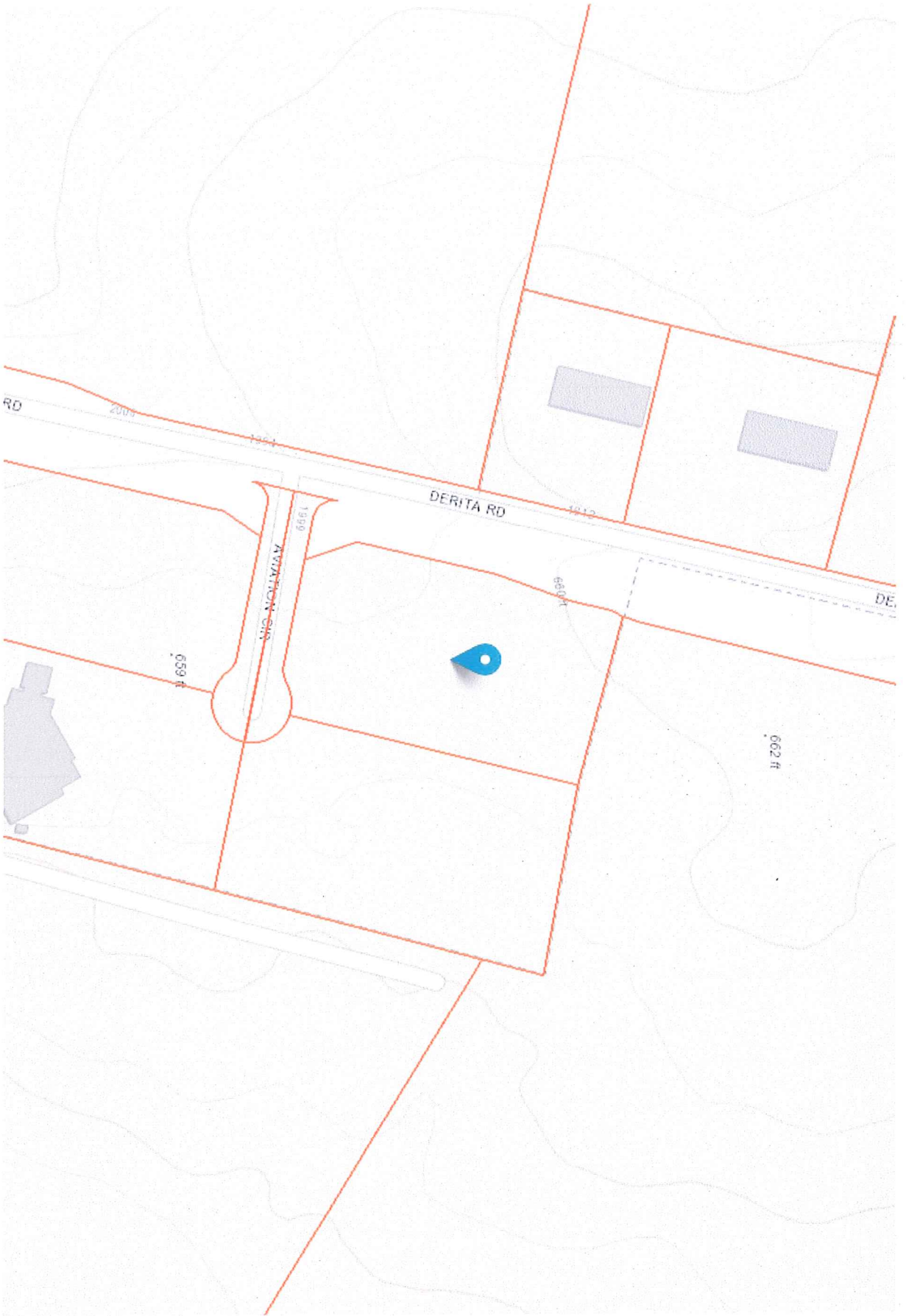
(Official Seal)

Sheila A. Griffin  
Notary's printed or typed name, Notary Public



My commission expires: 7/8/2017

**Exhibit C**



Physical Address: null

PIN14:

46807077710000



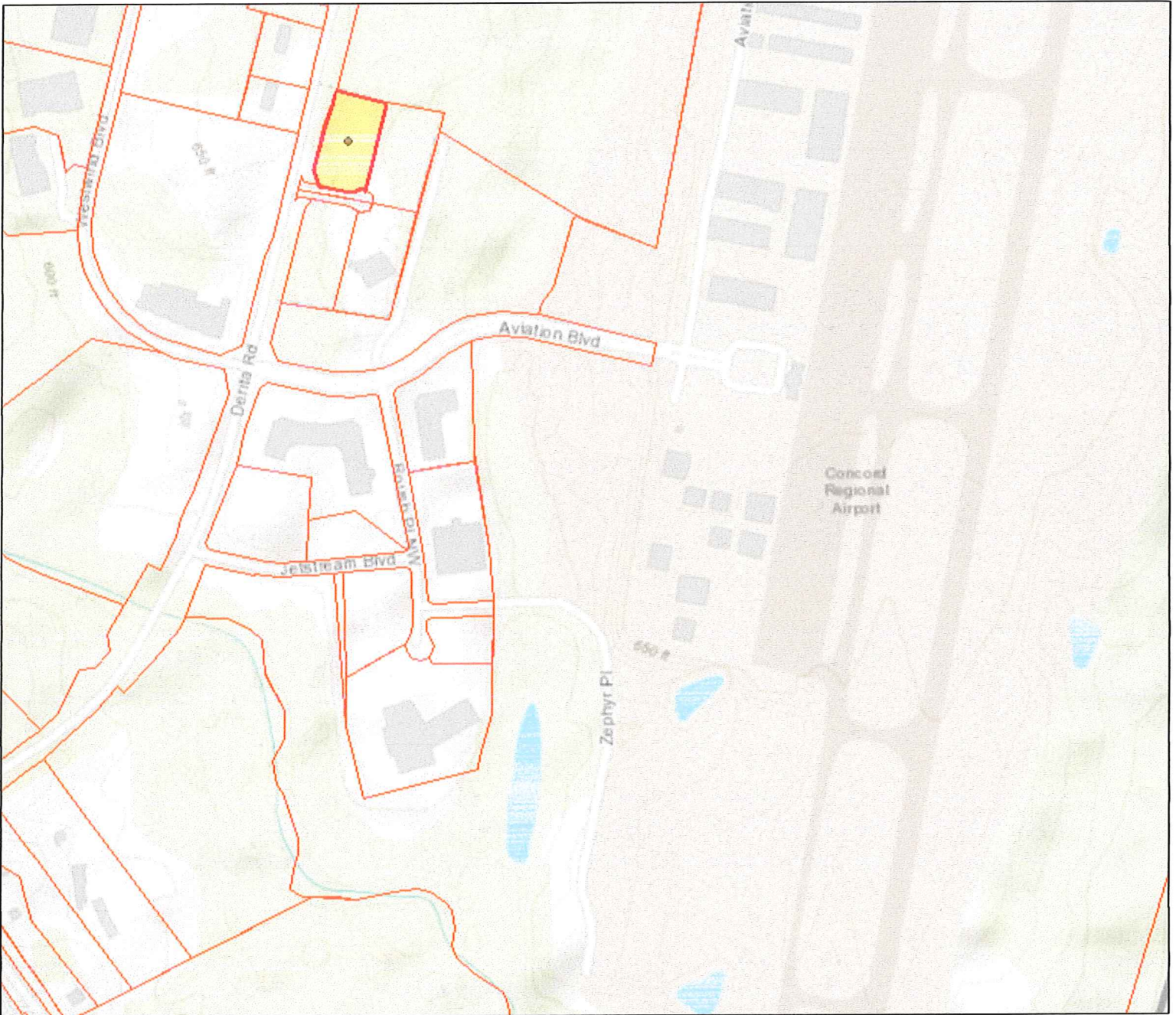
|                   |                       |                    |                           |
|-------------------|-----------------------|--------------------|---------------------------|
| Account Name 1:   | Z & T REAL ESTATE LLC | Account Name 2:    |                           |
| Mailing Address:  | 9122 DYLAN RIDGE CT   | Mailing City:      | CONCORD                   |
| Mailing State:    | NC                    | Mailing Zip Code:  | 28027                     |
| Property Real ID: | 02-031 -0007.21       | Plat Book:         | 40                        |
| Plat Page:        | 5                     | Land Units:        | 2.07                      |
| Units Type:       | AC                    | Land Value:        | AC                        |
| Building Value:   | 0                     | OBXF Value:        | 0                         |
| Assessed Value:   | 517850                | Market Value:      | 517850                    |
| Sale Year:        | 2012                  | Sale Month:        | 8                         |
| Sale Price:       | 163000                | Deed Book:         | 10141                     |
| Deed Page:        | 0127                  | Fire District:     | Odell                     |
| Zoning:           | L1                    | Elementary School: | Cox Mill ES               |
| Middle School:    | Harris Rd MS          | High School:       | Cox Mill HS               |
| Precinct Name:    | 02-09                 | Legal Description: | LT 4 FAVONI CORPORATE CTR |
| Floodway:         | No                    | 100 Yr Flood:      | No                        |
| 500 Yr Flood:     | No                    | Watershed          | undefined                 |
| FIRM Panel Number | 4680                  |                    |                           |

Cabarrus County shall not be held liable for any errors in the data represented on this record. This includes errors of omission, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which this data was compiled must be consulted for verification of information represented on this map document.

we consulted to be a legal occurrence. Primary source which this data was compiled must be consulted for verification of information represented on this map document.

**Exhibit B.**

# PIN 46807077710000

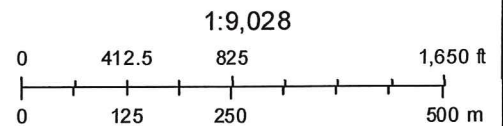


|                          |                       |                        |                |
|--------------------------|-----------------------|------------------------|----------------|
| <b>Property Real ID</b>  | 02-031 -0007.21       | <b>Parcel PIN</b>      | 46807077710000 |
| <b>Physical Address:</b> | No Parcel Selected    | <b>Land Units</b>      | 2.07           |
| <b>Owner Name 1:</b>     | Z & T REAL ESTATE LLC | <b>Land Units Type</b> | AC             |
| <b>Owner Name 2:</b>     |                       | <b>Land Value</b>      | 271380         |
| <b>Mailing Address:</b>  | 9122 DYLAN RIDGE CT   | <b>Building Value</b>  | 0              |
| <b>Mail City:</b>        | CONCORD               | <b>Assessed Value</b>  | 271380         |
| <b>Mail State:</b>       | NC                    | <b>Market Value</b>    | 271380         |
| <b>Mail Zip:</b>         | 28027                 |                        |                |

Cabarrus County shall not be held liable for any errors in the data represented on this record. This includes errors of omission, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which this data was compiled must be consulted for verification of information represented on this map document.

Map Created By Cabarrus County IT Department  
Data Sources: Cabarrus County Land Records

Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community





# Cabarrus County Property Report

|                                  |                         |                           |
|----------------------------------|-------------------------|---------------------------|
| <b>Parcel Information Number</b> | <b>Property Real ID</b> | <b>Legal Description</b>  |
| 46807077710000                   | 02-031 -0007.21         | LT 4 FAVONI CORPORATE CTR |
| <b>Land Units</b>                | <b>Land Units Type</b>  |                           |
| 2.07000000                       | AC                      |                           |



|                         |                          |
|-------------------------|--------------------------|
| <b>First Owner Name</b> | <b>Second Owner Name</b> |
| Z & T REAL ESTATE LLC   |                          |

|                                      |                             |
|--------------------------------------|-----------------------------|
| <b>Mailing Address</b>               | <b>Physical Address(es)</b> |
| 9122 DYLAN RIDGE CT CONCORD NC 28027 |                             |

|                   |                       |                       |                     |
|-------------------|-----------------------|-----------------------|---------------------|
| <b>Land Value</b> | <b>Building Value</b> | <b>Assessed Value</b> | <b>Market Value</b> |
| 271380            | 0                     | 271380                | 271380              |

|                  |                   |                   |                  |                  |
|------------------|-------------------|-------------------|------------------|------------------|
| <b>Sale Year</b> | <b>Sale Month</b> | <b>Sale Price</b> | <b>Deed Book</b> | <b>Deed Page</b> |
| 2012             |                   | 400000.00000000   | 09972            | 0122             |
| 2012             |                   | 307000.00000000   | 10033            | 0238             |
| 2012             |                   | 163000.00000000   | 10141            | 0127             |

|                          |                      |                    |
|--------------------------|----------------------|--------------------|
| <b>Elementary School</b> | <b>Middle School</b> | <b>High School</b> |
| Cox Mill ES              | Harris Rd MS         | Cox Mill HS        |

|                       |               |                           |                         |
|-----------------------|---------------|---------------------------|-------------------------|
| <b>Voter Precinct</b> | <b>Zoning</b> | <b>Municipal District</b> | <b>Township</b>         |
| 02-09                 | LI            | CABARRUS COUNTY           | Township 2, Poplar Tent |

|                               |                |                   |                                     |                 |                 |                          |
|-------------------------------|----------------|-------------------|-------------------------------------|-----------------|-----------------|--------------------------|
| <b>Soil Report for Parcel</b> |                |                   | <b>Floodplain Report for Parcel</b> |                 |                 |                          |
| <b>Soil Type</b>              | <b>Acreage</b> | <b>Percentage</b> | <b>Floodway</b>                     | <b>100 Year</b> | <b>500 Year</b> | <b>FIRM Panel Number</b> |
| PoB                           | 2.07           | 100.00            | No                                  | No              | No              | 4680                     |

|                                 |                    |               |                   |
|---------------------------------|--------------------|---------------|-------------------|
| <b>Permits Issued on Parcel</b> |                    |               |                   |
| <b>Permit Number</b>            | <b>Permit Type</b> | <b>Status</b> | <b>Issue Date</b> |
|                                 |                    |               |                   |

Cabarrus County shall not be held liable for any errors in the data represented on this record. This includes errors of omission, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which this data was compiled must be consulted for verification of information represented on this map document.



Report Created By Cabarrus County IT Department. 12/12/2019 4:45:08 PM  
Data Sources: Cabarrus County Land Records, Microsoft Bing Maps

**Exhibit A.**

Point of beginning being S 86°26' 45.0" E, 65.655 feet from - L - Sta 170 + 00; thence to a point on a bearing of N 14°18'53.9" E, 51.064 feet; thence to a point on a bearing of N 29°33'57.1" E, 16.808 feet; thence to a point on a bearing of N 74°11'54.7" W, 24.506 feet; thence to a point on a bearing of N 74°11'54.7" W, 37.177 feet; thence to a point on a bearing of S 14°23'24.6" W, 210.625 feet; thence along a curve 55.958 feet and having a radius of 9970.000 feet. The chord of said curve being on a bearing of S 14°13'45.8" W, a distance of 55.958 feet; thence to a point on a bearing of S 14°04'6.9" W, 118.112 feet; thence along a curve 40.066 feet and having a radius of 25.000 feet. The chord of said curve being on a bearing of S 31°50'35.2" E, a distance of 35.913 feet; thence to a point on a bearing of S 77°45'17.3" E, 55.596 feet; thence to a point on a bearing of N 17°29'57.9" W, 69.306 feet; thence to a point on a bearing of N 14°18'53.9" E, 179.788 feet; thence to a point on a bearing of N 21°09'27.8" E, 100.717 feet; returning to the point and place of beginning.



# OWNER'S POLICY OF TITLE INSURANCE

ISSUED BY:



Policy No.: NC120-12-09341  
Agent's File No.: C081712-001

1855 Gateway Boulevard, Suite 600 Concord, California 94520 (800) 374-8475 or (800) 869-3434

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, NORTH AMERICAN TITLE INSURANCE COMPANY, a California corporation (the "Company"), insures, as a Date of Policy and, to the extent stated in Covered Risks 9 and 10, after Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) a document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to

- (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
- if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
  7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
  8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
  9. Title being vested other than as stated in Schedule A or being defective
    - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
    - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
      - (i) to be timely, or
      - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
  10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

*In witness whereof, North American Title Insurance Company has caused this policy to be signed and sealed as of the Date of this Policy.*

North American Title Insurance Company

Attest:

Jeffrey P. Brown, Secretary



By:

Emilio Fernandez, President



**SCHEDULE A**

Name and Address of Title Insurance Company: North American Title Insurance Company  
1855 Gateway Boulevard, Suite 600  
Concord, CA 94520

File Number: C081712-001  
Address Reference: Lot 4, Derita Road  
Concord, NC 28027  
Amount of Insurance: \$ 162,500.00  
Date of Policy: August 30, 2012 at 01:00 PM

Policy Number: NC120-12-09341

Premium: \$ 305.80

1. Name of Insured:  
Z & T Real Estate, LLC
2. The estate or interest in the Land that is insured by this policy is:  
Fee Simple
3. Title is vested in:  
Z & T Real Estate, LLC
4. The Land referred to in this policy is described as follows:  
SEE EXHIBIT "A" ATTACHED HERETO



North American Title Insurance Company

By: *Christine Pendergast*

Atlas Title Insurance Agency, Inc., Phone: (704) 663-0788 Fax: (704) 663-0783

LEGAL DESCRIPTION

EXHIBIT "A"

File Number: C081712-001  
Agent Order/File No.:

Policy Number: NC120-12-09341

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF CABARRUS, STATE OF NORTH CAROLINA, AND IS DESCRIBED AS FOLLOWS:

C081712-001 Z&T Real Estate LLC  
12RE0167

**BEING all of Lot 4 of FAVONI CORPORATE CENTER, as same is shown on map thereof recorded in Map Book 40, Page 5, in the office of the Register of Deeds for Cabarrus County, North Carolina.**

**TOGETHER WITH AND SUBJECT TO the perpetual rights of the Owners of Lots 1, 2, 3 and 4, as shown on map of Favoni Corporate Center recorded in Map Book 40, Page 5, Cabarrus County Registry to use that 60' Private Right of Way shown on the aforesaid map for road purposes and for the installation and maintenance of utility lines; said rights and obligations being easements appurtenant to title to each of said Lots, to run with the land, and to be binding upon and to inure to the benefit of the owners of said lots.**

**ALSO TOGETHER WITH AND SUBJECT TO the terms of the nonexclusive, perpetual right to utilize that Sanitary Sewer Easement recorded in Book 3930, Page 118 of the Cabarrus County Registry, said nonexclusive, perpetual right to run with the title to the land described above and to inure to the benefit of the owner of the above described land as an easement appurtenant to said land.**



**SCHEDULE B**

File Number: C081712-001

Policy Number: NC120-12-09341

Agent Order/File No.:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses which arise by reason of:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claims of parties in possession not recorded in the public records.
3. Easements, liens or encumbrances or claims thereof, which are not shown by the public record.
4. Rights or claims of parties in possession and easements or claims of easements not shown by the public records, boundary line disputes, overlaps, encroachments, and any matters not of record which would be disclosed by an accurate survey and inspection of the land.
5. Any lien, or right to a lien for labor, materials, or services, heretofore or hereafter furnished, whether or not shown by the public record.
6. The dower, courtesy, homestead, community property, or other statutory marital rights, if any, of the spouse of any individual insured.
7. Taxes, dues and assessments for the year 2013 and subsequent years not yet due and payable.
8. Restrictive Covenants, conditions and easements recorded in Book 3930, Page 100, of the Cabarrus County Registry.
9. Building lines, easements and other matters revealed by plat recorded in Book 40, Page 5, of the Cabarrus County Registry.
10. Easement(s) and/or right of way(s) of public record.
11. Subject to terms of nonexclusive perpetual right to utilize that Sanitary Sewer Easement as recorded in Book 3930, Page 118, Cabarrus County Registry.
12. Subject to terms of Road Maintenance Declaration recorded in Book 8872, Page 182, Cabarrus County Registry.

**END OF SCHEDULE B**

## EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
  - (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

## CONDITIONS

### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) The term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
      - (2) if the grantee wholly owns the named Insured,
      - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
      - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.

(ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.

- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

### 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

### 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

### 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

### 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or



desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.

(c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

#### 6. DUTY OF INSURED CLAIMANT TO COOPERATE

(a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

(b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

(b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### 8. DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

(a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

(b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

(c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### 9. LIMITATION OF LIABILITY

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### 10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### 11. LIABILITY NONCUMULATIVE

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### 12. PAYMENT OF LOSS

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### 13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

(b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

#### 14. ARBITRATION

Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured. All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction.

#### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy

and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

#### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

#### 17. CHOICE OF LAW; FORUM

(a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

(b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

#### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at 1855 Gateway Boulevard, Suite 600, Concord, California 94520, Attn: Claims Department.



If you have any questions regarding your policy you can contact us at:  
Western States: 800-869-3434 Eastern States: 800-374-8475  
[www.natic.com](http://www.natic.com)





**NATIC**  
NORTH AMERICAN TITLE INSURANCE COMPANY

***THANKS...***

We want to express our appreciation of your faith in North American Title Insurance Company.

This Policy is valuable and may entitle you to a lower premium on title insurance if you sell or refinance your property. We suggest you keep it in a safe place where it will be readily available.

There is no recurring premium for this policy.

If you have any questions about your settlement or closing, contact the office that issued your policy.


If you have any questions regarding your policy, you can write us at:

North American Title Insurance Company  
1855 Gateway Boulevard, Suite 600  
Concord, California 94520

or call us at:      Western States: 800-869-3434  
Eastern States: 800-374-8475  
[www.natic.com](http://www.natic.com)



**Legend**

 **Property For Annexation**

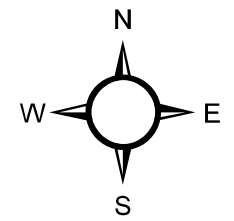


**Subject Property Map**

**ANX-04-20**

**Applicant:  
Tun Tun Oo**

**Favoni Corporate Center Lot #4  
(NE Corner of Derita Rd & Aviation Circle)**



Source: City of Concord Planning Department

**Disclaimer**

These maps and products are designed for general reference only and data contained herein is subject to change. The City Of Concord, it's employees or agents make no warranty of merchantability or fitness for any purpose, expressed or implied, and assume no legal responsibility for the information contained therein. Data used is from multiple sources with various scales and accuracy. Additional research such as field surveys may be necessary to determine actual conditions.

THIS MAP IS NOT A CERTIFIED SURVEY and has not been reviewed by a local government agency for compliance with any applicable land development regulations. This map is not required to be reviewed for compliance with recording requirements for plats. General Statute 47-30(n).






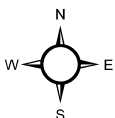
## Annexation Map City of Concord, NC

Favoni Corporate Center Lot 4

**Draft**

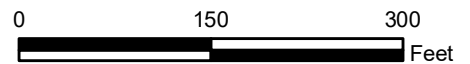
Legend

-  Annexation Area
-  Parcels
-  City of Concord



Petitioned by: Z & T Real Estate LLC  
 Location: Derita Rd at Aviation Cir  
 Acreage: 2.07 acres  
 Effective Date: x/x/2020  
 Ordinance #: 20-  
 Ordinance Adopted: x/x/2020  
 Reference: Plat Book 40 Page 5

Vicinity Map



1 inch = 150 feet

Coordinate System: NAD 1983 State Plane NC FIPS 3200

Map prepared by City of Concord  
 Planning & Neighborhood Development Department



AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF  
CONCORD, NORTH CAROLINA TO INCLUDE PROPERTY LOCATED AT  
AVIATION CIRCLE & DERITA ROAD, CONCORD, NC (NORTHEAST CORNER  
OF AVIATION CIRCLE AND DERITA ROAD INTERSECTION)

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by Tun tun Oo, Z & T Real Estate, LLC, on May 14<sup>th</sup>, 2020 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on May 14<sup>th</sup>, 2020 after due notice by The Independent Tribune on May 3<sup>rd</sup>, 2020; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 14<sup>th</sup> day of May 2020:

Being all of Lot 4 of Favoni Corporate Center, as same is shown on map thereof recorded in Map Book 40, Page 5, in the office of the Register of Deeds for Cabarrus County, North Carolina.

**Less and except**, the portion that is North Carolina Department of Transportation road right-of-way defined as follows:

Point of beginning being S86°26'45.0"E, 65.655 feet from - L - Sta 170 + 00; thence to a point on a bearing of N14°18'53.9"E, 51.064 feet; thence to a point on a bearing of N29°33'57.1"E, 16.808 feet; thence to a point on a bearing of N74°11'54.7"W, 24.506 feet; thence to a point on a bearing of N74°11'54.7"W, 37.177 feet; thence to a point on a bearing of S14°23'24.6"W, 210.625 feet; thence along a curve 55.958 feet and having a radius of 9970.000 feet. The chord of said curve being on a bearing of S14°13'45.8"W, a distance of 55.958 feet; thence to a point on a bearing of S14°04'6.9"W, 118.112 feet; thence along a curve 40.066 feet and having a radius of 25.000 feet. The chord of said curve being on a bearing of S31°50'35.2"E, a distance of 35.913 feet; thence to a point on a bearing of S77°45'17.3"E, 55.596 feet; thence to a point on a bearing of N17°29'57.9"W, 69.306 feet; thence to a point on a bearing of N14°18'53.9"E, 179.788 feet; thence to a point on a bearing of N21°09'27.8"E, 100.717 feet; returning to the point and place of beginning.

SECTION 2. Upon and after the 14<sup>th</sup> day of May, 2020, the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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



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

Adopted this 14<sup>th</sup> day of May 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

ATTEST:

APPROVED AS TO FORM:

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

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

**Meeting Date**

May 14, 2020

**Annexation Staff Report**


The subject property consists of +/- 1.03 acres of land located within the Dickens Place Northeast and Crosspointe Drive Northeast street right-of-way, north of the Dickens Place Northeast and Vinehaven Drive Northeast intersection. Ownership interests are currently retained by Copperfield Inc and the City of Concord due to right-of-way dedication.

As can be seen on the attached map, the property is contiguous to the City of Concord's primary corporate limits on the north and south side. The subject property is located within the City's ETJ (extraterritorial jurisdiction) and has been since the mid 1990's when the Exit 49 interchange project was constructed by the Copperfield developer and NCDOT. The City's understanding was that new developments occurring along Copperfield Blvd would voluntarily apply for annexation if they desired connection to City utilities. This was projected to include new streets intended to be publicly maintained. As the parcels have petitioned for annexation one-by-one over the years, a portion of dedicated street right-of-way has been left outside the City limits, causing concerns over maintenance rights. Unfortunately, this approach has led to a disjointed corporate limit boundary in the Copperfield area.

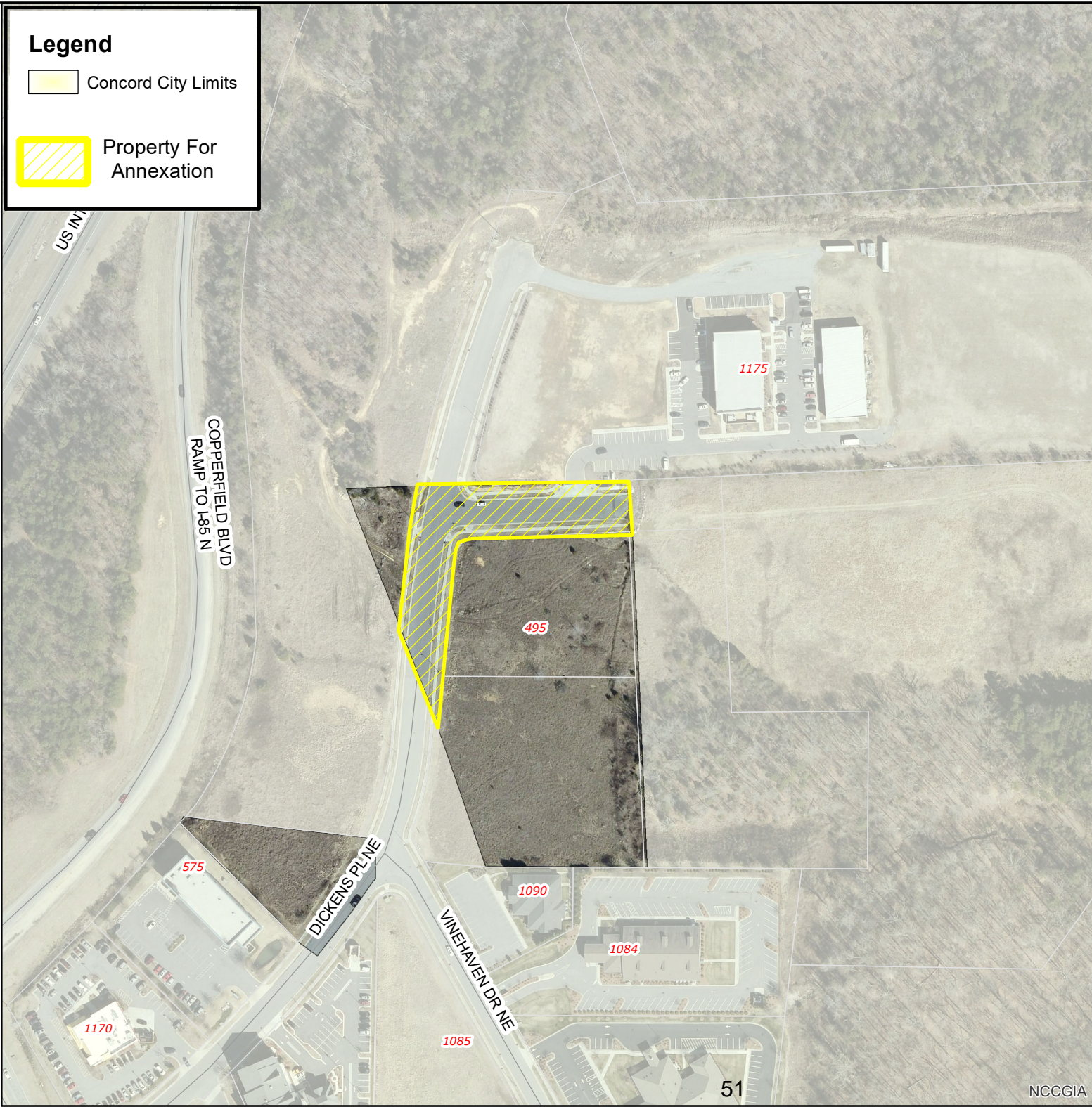
As the Copperfield Apartments project, located to the east of 495 Dickens Place Northeast, began the plan review process, the City staff discovered the need to annex the subject section of street right-of-way. The developer of this apartment project is in the process of improving the streets to minimum City standard as they were never officially accepted for maintenance. Therefore, the City and the property owner of Copperfield Inc have worked together to submit an annexation petition in order to remedy the right-of-way omission. Annexation of this portion of the rights-of-way will ensure that the City obtain Powell Bill funding for the street.

Since the property is already zoned and in the City's ETJ, if annexation is adopted, no subsequent rezoning would be necessary.

**Legend**

 Concord City Limits

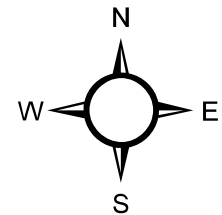
 Property For Annexation



**Subject Property Map**

**ANX-05-20**

**Dickens Place & Crosspoint Drive Right-of-Way**



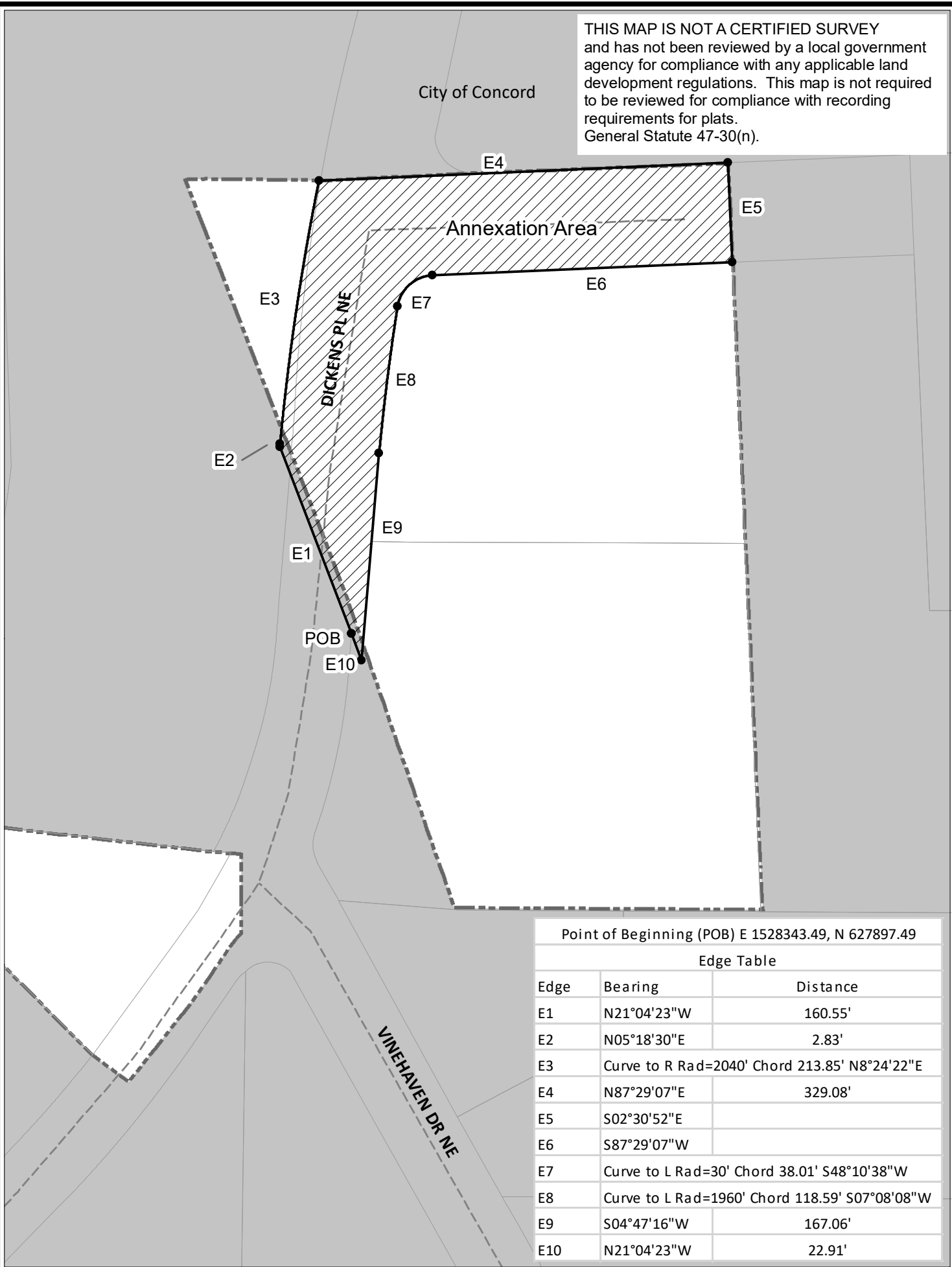
Source: City of Concord Planning Department

**Disclaimer**

These maps and products are designed for general reference only and data contained herein is subject to change. The City Of Concord, it's employees or agents make no warranty of merchantability or fitness for any purpose, expressed or implied, and assume no legal responsibility for the information contained therein. Data used is from multiple sources with various scales and accuracy. Additional research such as field surveys may be necessary to determine actual conditions.



THIS MAP IS NOT A CERTIFIED SURVEY and has not been reviewed by a local government agency for compliance with any applicable land development regulations. This map is not required to be reviewed for compliance with recording requirements for plats. General Statute 47-30(n).



Point of Beginning (POB) E 1528343.49, N 627897.49

| Edge Table |  |          |
|------------|--|----------|
| Edge       | Bearing  | Distance |
| E1         | N21°04'23"W                                    | 160.55'  |
| E2         | N05°18'30"E                                    | 2.83'    |
| E3         | Curve to R Rad=2040' Chord 213.85' N8°24'22"E  |          |
| E4         | N87°29'07"E                                    | 329.08'  |
| E5         | S02°30'52"E                                    |          |
| E6         | S87°29'07"W                                    |          |
| E7         | Curve to L Rad=30' Chord 38.01' S48°10'38"W    |          |
| E8         | Curve to L Rad=1960' Chord 118.59' S07°08'08"W |          |
| E9         | S04°47'16"W                                    | 167.06'  |
| E10        | N21°04'23"W                                    | 22.91'   |



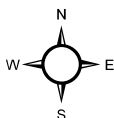
**Draft Map**

# Annexation Map City of Concord, NC

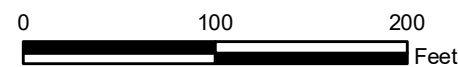
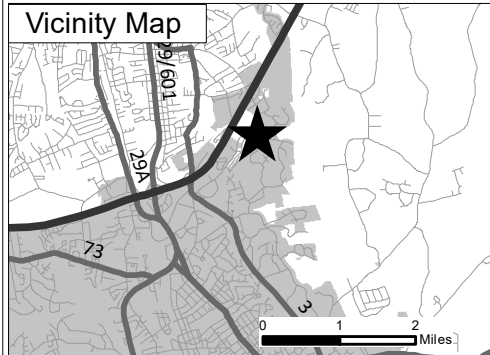
## Dickens PI NE

Legend

- Annexation Area
- City of Concord
- Street Centerline
- Parcel Boundaries



Petitioned by: Copperfield Inc. & City of Concord  
 Location: Dickens PI NE  
 Acreage: 1.03 acres  
 Effective Date: x/x/2020  
 Ordinance #: 20-  
 Ordinance Adopted: x/x/2020  
 Reference: Plat Book 57 Page 84



1 inch = 100 feet

Coordinate System: NAD 1983 State Plane NC FIPS 3200

Map prepared by City of Concord  
 Planning & Neighborhood Development Department

**Section B** Submittal Deadlines

Petitions for annexation are accepted by Planning & Neighborhood Development at any time. Find annexation schedule here: <https://www.concordnc.gov/Departments/Planning/Planning-Services/Annexations> The annexation will become effective immediately upon adoption of the annexation ordinance at the scheduled public hearing unless notified otherwise by the City Clerk.

(The City reserves the right to make exceptions to this tentative processing schedule for any reason, including when outstanding staff comments need to be addressed.)

**Section C** Summary Information / Metes and Bounds Descriptions

Development Project Name Dickens & Crosspointe ROW Annexation

Street Address

Cabarrus County Property Identification Number(s) list below N/A street r/w only

|        |        |        |
|--------|--------|--------|
| P.I.N. | P.I.N. | P.I.N. |
| P.I.N. | P.I.N. | P.I.N. |

Acreage of Annexation Site 1.88 +/-

Annexation site is requesting connection to City of Concord Water N/A and/or Sewer N/A

Person to contact if there are questions about the petition

Name Copperfield Inc + City of Concord (James Craver & Lloyd Payne)

Address PO Box 526 Concord NC 28026 / 35 Cabarrus Ave W. Concord NC 28025

|       |       |       |
|-------|-------|-------|
| Phone | Fax # | Email |
|-------|-------|-------|

**Written metes and bounds description of property to be annexed**

Attach additional sheets if necessary. Petitioners must submit an electronic Microsoft Word version. Petitioners must email an electronic copy to [rogerss@concordnc.gov](mailto:rogerss@concordnc.gov)

**Section D Annexation Petition**

State of North Carolina, Cabarrus County, Petition of Annexation of Property to the City of Concord, North Carolina

**Part 1** The undersigned, being all the owners of the real property described in this application (Section C) respectfully request the annexation of said property to the City of Concord, North Carolina. The petitioners understand and agree that any utilities that must be extended to the annexed area are the responsibility of the developers or successive property owners. The property to be annexed is:

**Contiguous** to the present primary corporate limits of the City of Concord, North Carolina, or

**Satellite (Not Contiguous)** to the municipal limits of the City of Concord, and meets all of the requirements for NCGS §160A-58.1(b). This includes that if any portion of an area of the proposed annexation is part of a subdivision, all of the subdivision must be included.

**Part 2** NC General Statutes require petitioners of both contiguous and satellite annexations to file a signed statement declaring whether vested rights have been established in accordance with G.S.160A-385.1 or 153A-344.1 for properties subject to the petition.

Do you declare such vested rights for the property subject to this petition? Yes \_\_\_ No \_\_\_

If yes, please submit proof that vested rights have been granted by governing board. I hereby declare that my failure to disclose existence of a vested right terminates any vested right previously acquired for this property.

Signed this \_\_\_ day of \_\_\_\_\_, 20\_\_\_ by the owners of the property described in Section C.

**Owner's Signature(s)**

Include signatures of new owners if ownership will change during the annexation process.

Indicate if owner is signing on behalf of legal entity and in what capacity.

Print Name Copperfield, Inc. Phone 704-788-4000  
Address P.O. Box 526, Concord, NC. 28026-0526  
Signature Jordan H. Crane, President Date 1-29-2020

Print Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

Print Name \_\_\_\_\_ Phone \_\_\_\_\_  
Address \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

A notary statement must be completely filled out for each signature.



PETITION MUST BE NOTARIZED

State of: \_\_\_\_\_  
County of: \_\_\_\_\_

**Use this section for individual landowners.**

I, \_\_\_\_\_ [Notary's Name], a Notary Public for said County and State, do hereby certify that the landowner, \_\_\_\_\_ [Name of Landowner], as stated on the annexation petition, personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

**Use this section for all land owners that are not individuals, such as (without limitation) corporate land owners, properties held in an estate, properties held in trust, etc.**

I, Regina J. Cunningham [Notary's Name], a Notary Public for said County and State, do hereby certify that JAMES H. CRAVER [Representative for Landowner], a duly authorized representative for COPPERFIELD, INC [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is PRESIDENT [Title] of said land owner, and acknowledged on behalf of said landowner, the due execution of the foregoing instrument.

**Use this section for all individual landowners that are having a Power-of-Attorney execute the Annexation Request.**

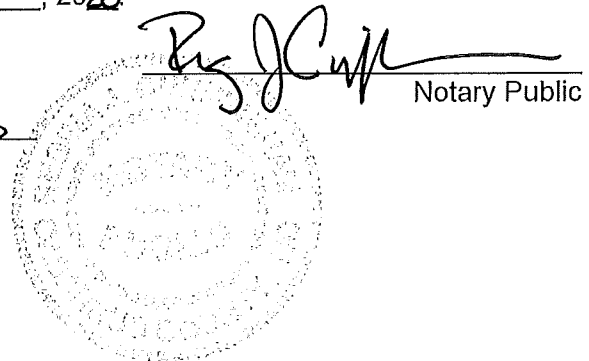
I, \_\_\_\_\_ [Notary's Name], a Notary Public for Said County and State, do hereby certify that, \_\_\_\_\_ [Attorney-In-Fact's Name], Attorney-in-Fact for \_\_\_\_\_, [Name of Landowner(s)] personally appeared before me this day, and being by me duly sworn, say that he/she executed the foregoing and annexed instrument for and on behalf of said Landowner(s) and that his/her authority to execute and acknowledge said instrument is contained in an instrument duly executed, acknowledged and recorded in the office of the Register of Deeds in the County of \_\_\_\_\_, State of \_\_\_\_\_, [County & State of Recording Office] on the \_\_\_ day of \_\_\_\_\_, 20\_\_\_, [Date of Recording of the Document] and that this instrument was executed under and by virtue of the authority given by said instrument granting him power of attorney. I further certify that the said Attorney-In-Fact acknowledged the due execution of the foregoing instrument for the purposes therein expressed for and on behalf of said Landowners.

Witness my hand and official seal this 24 day of JAN, 2020.

My commission expires SEPT. 8, 2023

[SEAL of Notary Public]

Notary's Stamp:



**Section E** Supplemental Information

In order for the City of Concord to better serve annexation areas, now and in the future, the City requests the following information from you. Please give your best estimates where they are needed. Contact information for relative City Departments can be found at the end of the worksheet. Please indicate 'N/A' for questions on which you have no information.

|   |  |        |  |        |                         |        |  |        |  |                                     |  |  |  |  |
|---|--|--------|--|--------|-------------------------|--------|--|--------|--|-------------------------------------|--|--|--|--|
| <b>Acreage of Area</b>  |  |        |  |        |                         |        |  |        |  |                                     |  |  |  |  |
| <b>Current Population of Area</b>   |  |        |  |        |                         |        |  |        |  |                                     |  |  |  |  |
| <b>Current Zoning of Area</b>   |  |        |  |        |                         |        |  |        |  |                                     |  |  |  |  |
| <b>Desired City Zoning of Area</b>  |  |        |  |        |                         |        |  |        |  |                                     |  |  |  |  |
| <b>Proposed Use (i.e. residential, commercial, or industrial)</b>                                     |  |        |  |        |                         |        |  |        |  |                                     |  |  |  |  |
| <b>Estimated Total Value of Residential Units for the Proposed Development</b>                        |  |        |  |        |                         |        |  |        |  |                                     |  |  |  |  |
| <b>Total Proposed Number of Dwelling Units</b>  |  |        |  |        |                         |        |  |        |  |                                     |  |  |  |  |
| <b>Type of Proposed Dwelling Units (Single Family Detached, Single Family Attached, Multi-Family)</b> |  |        |  |        |                         |        |  |        |  |                                     |  |  |  |  |
| Year 1  |  | Year 2 |  | Year 3 |                         | Year 4 |  | Year 5 |  |                                     |  |  |  |  |
| <b>Estimated Total Value of Business Units for the Entire Proposed Development</b>                    |  |        |  |        |                         |        |  |        |  |                                     |  |  |  |  |
| <b>Commercial Value</b>   |  |        |  |        | <b>Industrial Value</b> |        |  |        |  | <b>Other (not-for-profit) Value</b> |  |  |  |  |
| <b>Proposed Number of Commercial</b>  |  |        |  |        |                         |        |  |        |  |                                     |  |  |  |  |
| Year 1  |  | Year 2 |  | Year 3 |                         | Year 4 |  | Year 5 |  |                                     |  |  |  |  |
| <b>Proposed Number of Industrial</b>  |  |        |  |        |                         |        |  |        |  |                                     |  |  |  |  |
| Year 1  |  | Year 2 |  | Year 3 |                         | Year 4 |  | Year 5 |  |                                     |  |  |  |  |
| <b>Proposed Number of Other (not-for-profit)?</b>   |  |        |  |        |                         |        |  |        |  |                                     |  |  |  |  |
| Year 1  |  | Year 2 |  | Year 3 |                         | Year 4 |  | Year 5 |  |                                     |  |  |  |  |

| <b>Section E (continued) Supplemental Information</b>             |  |        |  |        |  |        |  |        |  |
|---|--|--------|--|--------|--|--------|--|--------|--|
| <b>Street Information</b>   |  |        |  |        |  |        |  |        |  |
| <b>Proposed total linear mileage of roadway installed</b>         |  |        |  |        |  |        |  |        |  |
| Year 1  |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
| <b>Proposed total number of non-state maintained street miles</b> |  |        |  |        |  |        |  |        |  |
| Year 1  |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |

|   |  |        |  |        |  |        |  |        |  |
|---|--|--------|--|--------|--|--------|--|--------|--|
| <b>Water Information</b>  |  |        |  |        |  |        |  |        |  |
| <b>Typical water service(s) (i.e. 3/4", 1", etc.)</b>                         |  |        |  |        |  |        |  |        |  |
| <b>Number of services installed by developer (by service type)</b>            |  |        |  |        |  |        |  |        |  |
| Year 1  |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
| <b>Number of services requested (by service type)</b>                         |  |        |  |        |  |        |  |        |  |
| Year 1  |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
| <b>Typical irrigation meter size(s) to be installed (i.e. 3/4", 1", etc.)</b> |  |        |  |        |  |        |  |        |  |
| <b>Number of Services Requested</b>   |  |        |  |        |  |        |  |        |  |
| Year 1  |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
| <b>Estimated Mileage of Water Pipe Needed</b>                                 |  |        |  |        |  |        |  |        |  |
| Year 1  |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |

|  |  |        |  |        |  |        |  |        |  |
|--|--|--------|--|--------|--|--------|--|--------|--|
| <b>Sewer Information</b>   |  |        |  |        |  |        |  |        |  |
| <b>Typical sewer service(s) (i.e. 4", 6", 8" etc.)</b>             |  |        |  |        |  |        |  |        |  |
| <b>Number of services installed by developer (by service type)</b> |  |        |  |        |  |        |  |        |  |
| Year 1   |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
| <b>Number of services requested (by service type)</b>              |  |        |  |        |  |        |  |        |  |
| Year 1   |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
| <b>Estimated Mileage of Water Pipe Needed</b>                      |  |        |  |        |  |        |  |        |  |
| Year 1   |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |

| <b>Section E (continued) Supplemental Information</b>                      |  |        |  |        |  |        |  |        |  |
|--|--|--------|--|--------|--|--------|--|--------|--|
| <b>Solid Waste Data</b>  |  |        |  |        |  |        |  |        |  |
| <b>Number of Rollouts needed for Multi-Family Units</b>                    |  |        |  |        |  |        |  |        |  |
| Year 1   |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
| <b>Number of commercial units using City rollout collection</b>            |  |        |  |        |  |        |  |        |  |
| Year 1   |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
| <b>Number of commercial units needing corrugated (cardboard) recycling</b> |  |        |  |        |  |        |  |        |  |
| Year 1   |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
| <b>Number of commercial units needing white paper pick-up (recycling)</b>  |  |        |  |        |  |        |  |        |  |
| Year 1   |  | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |

PLEASE SUBMIT ANY SKETCH PLANS OR PRELIMINARY PLATS THAT YOU MAY CURRENTLY HAVE FOR YOUR PROJECT.

City Contact Information

|                                       |              |
|---------------------------------------|--------------|
| Planning and Neighborhood Development | 704-920-5146 |
| Water Resources Director              | 704-920-5343 |
| Director of Electric Services         | 704-920-5301 |
| Director of Engineering               | 704-920-5401 |
| Solid Waste Manager                   | 704-920-5351 |
| Fire Chief                            | 704-920-5536 |
| Police Chief                          | 704-920-5000 |
| Transportation                        | 704-920-5362 |
| Legal                                 | 704-920-5114 |

EXHIBIT A

PROPOSED ANNEXATION AREA:

Now or formerly a part of Cabarrus County PIN: 5622-88-0492 and shown as Dickens Place, NE and Crosspointe Drive, NE in the Final Plat entitled: FINAL PLAT, BOUNDARY SURVEY, NEW ROAD RIGHT OF WAY, PLAT OF DEDICATION: DICKENS PLACE NE - EXTENSION and CROSSPOINTE DRIVE NE (Map Book 57, Page 84) (see also Map Book 74 Page 100).

Lying and being in the City of Concord, No. 4 Township, Cabarrus County, North Carolina, and being a part of PIN: 5622-88-0492 (now or formerly) as shown and recorded in Map Book 57, Page 84 among the Cabarrus County Register of Deeds; and being more particularly described as follows:

An approximate 1.88 Acres tract of land

Beginning at a MAG NAIL shown to be on the east side Public Right of Way (60' wide) of Dickens Place, NE; said MAG NAIL being further described as being shown in the public sidewalk in the aforesaid Map Book 74 Page 100 and also having NC Grid (NAD 88/2011) Coordinates of N: 627,897.49' E: 1,528,343.49' and being the POINT OF BEGINNING of the tract of land being described herein; thence leaving the POINT OF BEGINNING and running the OLD TRACT LINE as shown in the aforesaid Map Book 57 page 84

1. North 21°04'23" West 183.46 feet to a point; thence leaving the OLD TRACT LINE and running
2. North 05°18'30" East 2.83 feet to a point; thence
3. 647.46 feet along the arc of a non-tangent curve deflecting to the right, having a radius of 2,040.00 feet and a Chord Bearing and Distance of North 14°29'39" East 644.75 feet to a point; thence
4. North 66°33'56" East 119.20 feet to a point; thence
5. South 24°37'36" West 51.64 feet to a point; thence
6. 401.18 feet along the arc of a curve deflecting to the left, having a radius of 1,960.00 feet and a Chord Bearing and Distance of South 18°45'46" West 400.48 feet to a point; thence
7. 47.13 feet along the arc of a non-tangent curve deflecting to the left, having a radius of 30.00 feet and a Chord Bearing and Distance of South 47°30'49" East 42.43 feet to a point; thence
8. North 87°29'07" East 208.53 feet to a point; thence
9. South 02°30'52" East 80.00 feet to a point; thence



10. South  $87^{\circ}29'07''$  West 241.06 feet to a point; thence
11. 41.16 feet along the arc of a curve deflecting to the left, having a radius of 30.00 feet and a Chord Bearing and Distance of South  $48^{\circ}10'38''$  West 38.01 feet to a point; thence
12. 118.61 feet along the arc of a compound curve deflecting to the left, having a radius of 1,960.00 feet and a Chord Bearing and Distance of South  $07^{\circ}08'08''$  West 118.59 feet to a point; thence
13. South  $04^{\circ}47'16''$  West 167.06 feet to a point; thence to the Point of Beginning and containing 81,995 square feet or 1.88 acres of land, more or less.

**THE ABOVE DESCRIBED TRACT OF LAND WAS DERIVED FROM THE CALLS TAKEN FROM THE RECORDED PLAT IN MAP BOOK 57 PAGE 84 AND NOT BY A FIELD RUN SURVEY.**

# Exhibit B



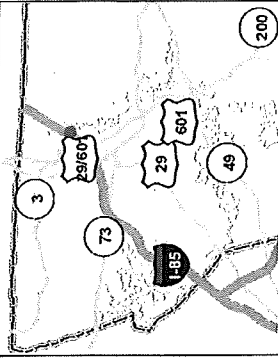
1: 1,526

254.3 Feet

0 127.16

0

254.3



## Legend

- Address Point
- Street Right-of-Way
- Parcels
- Speedways & Race Tracks
- Airports & Airstrips
- Railroad
- Highways
  - Interstate
  - NC Highway
  - US Highway
- Roads
- Parks
- Concord City Limits Zoomed In
- Cabarrus County
- Structures
- Hillshade
  - High : 180
  - Low : 0
- Concord Zoomed In

## Notes

This map is a user-generated static output from an web-based mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise fully reliable. The City of Concord shall not be held liable for inaccurate content.

# PIN 56228850170000

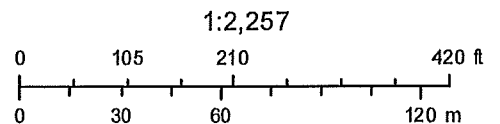


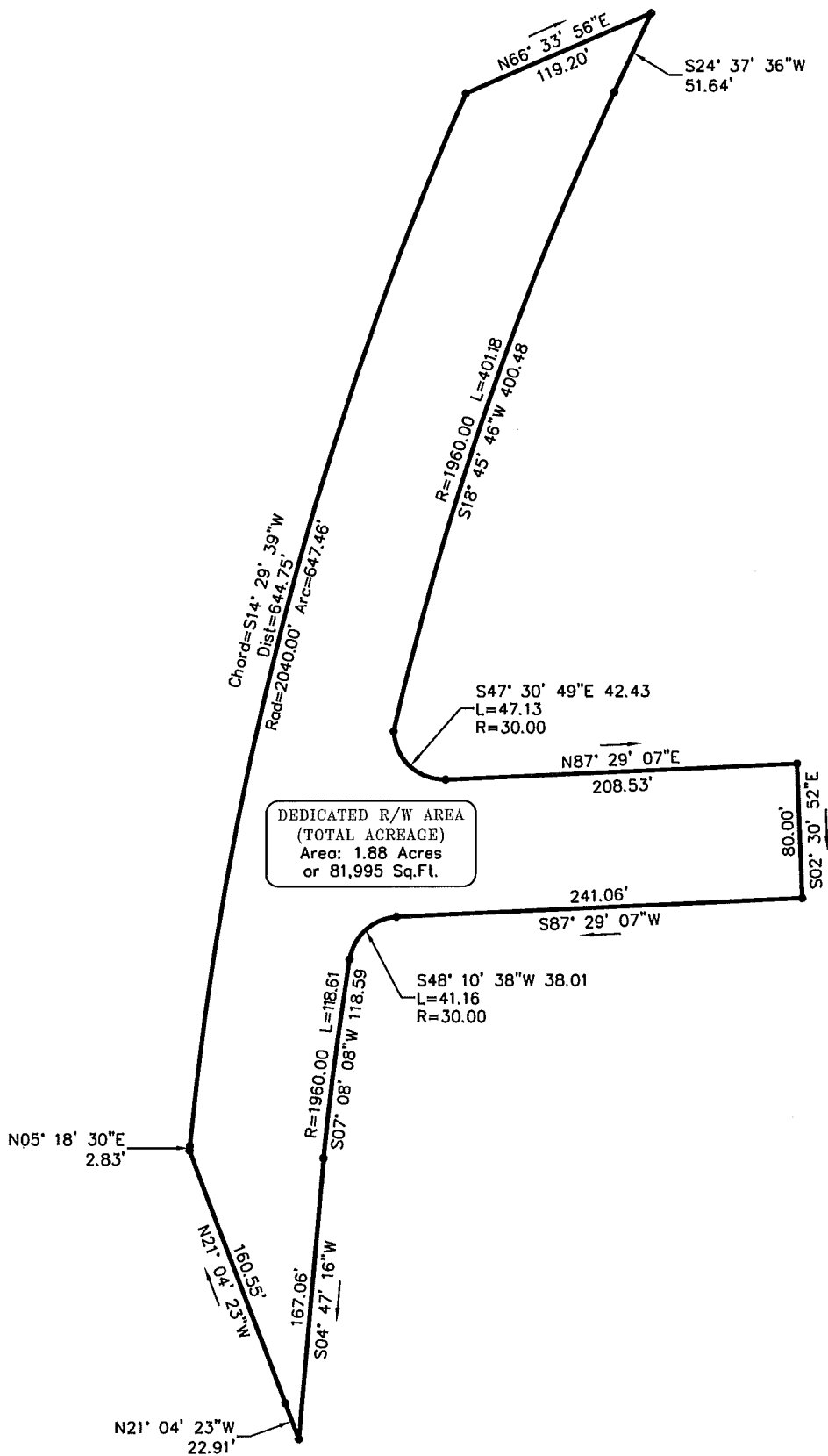
|                          |                                    |                        |                |
|--------------------------|------------------------------------|------------------------|----------------|
| <b>Property Real ID</b>  | 04-086 -0034.26                    | <b>Parcel PIN</b>      | 56228850170000 |
| <b>Physical Address:</b> | 495 DICKENS PL NE CONCORD NC 28025 | <b>Land Units</b>      | 1.43           |
| <b>Owner Name 1:</b>     | COPPERFIELD INC                    | <b>Land Units Type</b> | AC             |
| <b>Owner Name 2:</b>     |                                    | <b>Land Value</b>      | 125400         |
| <b>Mailing Address:</b>  | PO BOX 526                         | <b>Building Value</b>  | 0              |
| <b>Mail City:</b>        | CONCORD                            | <b>Assessed Value</b>  | 125400         |
| <b>Mail State:</b>       | NC                                 | <b>Market Value</b>    | 125400         |
| <b>Mail Zip:</b>         | 28026                              |                        |                |

Cabarrus County shall not be held liable for any errors in the data represented on this record. This includes errors of omission, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which this data was compiled must be consulted for verification of information represented on this map document.

Map Created By Cabarrus County IT Department  
Data Sources: Cabarrus County Land Records

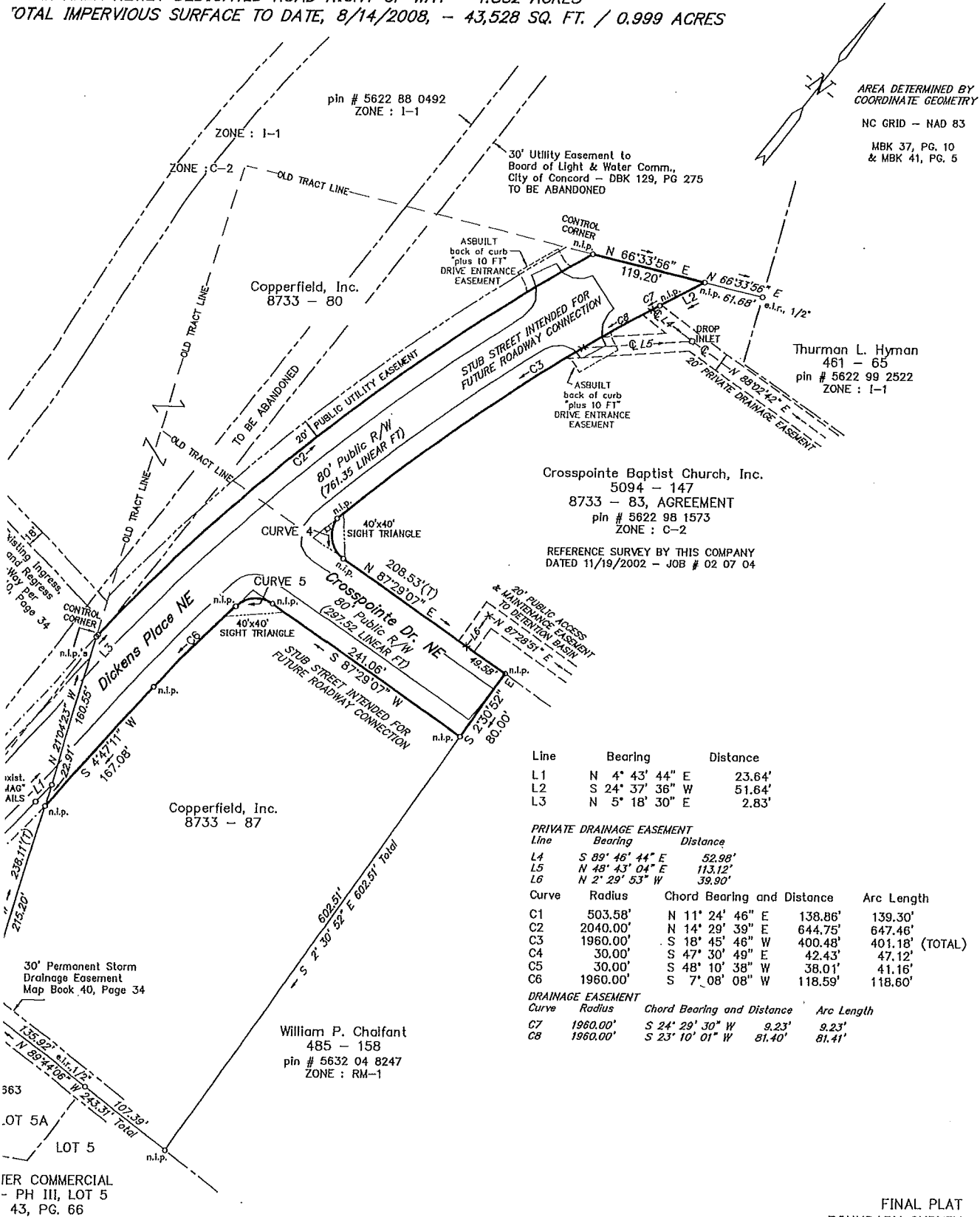
Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community







TOTAL AREA NEWLY DEDICATED ROAD RIGHT OF WAY - 1.882 ACRES  
 TOTAL IMPERVIOUS SURFACE TO DATE, 8/14/2008, - 43,528 SQ. FT. / 0.999 ACRES



AREA DETERMINED BY  
 COORDINATE GEOMETRY  
 NC GRID - NAD 83  
 MBK 37, PG. 10  
 & MBK 41, PG. 5

Thurman L. Hyman  
 461 - 65  
 pin # 5622 99 2522  
 ZONE : I-1

Crosspointe Baptist Church, Inc.  
 5094 - 147  
 8733 - 83, AGREEMENT  
 pin # 5622 98 1573  
 ZONE : C-2  
 REFERENCE SURVEY BY THIS COMPANY  
 DATED 11/19/2002 - JOB # 02 07 04

Copperfield, Inc.  
 8733 - 87

William P. Chaifant  
 485 - 158  
 pin # 5632 04 8247  
 ZONE : RM-1

| Line | Bearing         | Distance |
|------|-----------------|----------|
| L1   | N 4° 43' 44" E  | 23.64'   |
| L2   | S 24° 37' 36" W | 51.64'   |
| L3   | N 5° 18' 30" E  | 2.83'    |

PRIVATE DRAINAGE EASEMENT

| Line | Bearing         | Distance |
|------|-----------------|----------|
| L4   | S 89° 46' 44" E | 52.99'   |
| L5   | N 48° 43' 04" E | 113.12'  |
| L6   | N 2° 29' 53" W  | 39.90'   |

| Curve | Radius   | Chord Bearing and Distance | Arc Length      |
|-------|----------|----------------------------|-----------------|
| C1    | 503.58'  | N 11° 24' 46" E 138.86'    | 139.30'         |
| C2    | 2040.00' | N 14° 29' 39" E 644.75'    | 647.46'         |
| C3    | 1960.00' | S 18° 45' 46" W 400.48'    | 401.18' (TOTAL) |
| C4    | 30.00'   | S 47° 30' 49" E 42.43'     | 47.12'          |
| C5    | 30.00'   | S 48° 10' 38" W 38.01'     | 41.16'          |
| C6    | 1960.00' | S 7° 08' 08" W 118.59'     | 118.60'         |

DRAINAGE EASEMENT

| Curve | Radius   | Chord Bearing and Distance | Arc Length |
|-------|----------|----------------------------|------------|
| C7    | 1960.00' | S 24° 29' 30" W 9.23'      | 9.23'      |
| C8    | 1960.00' | S 23° 10' 01" W 81.40'     | 81.41'     |

FINAL PLAT  
 BOUNDARY SURVEY  
 NEW ROAD RIGHT OF WAY  
 PLAT OF DEDICATION  
**DICKENS PLACE NE - EXTENSION**  
**and CROSSPOINTE DRIVE NE**  
 PROPERTY OF  
**Copperfield, Inc.**  
 P.O. BOX 526  
 CONCORD, NC 28025

NOTICE OF PUBLIC HEARING ON REQUEST FOR ANNEXATION OF +/- 1.03 ACRES OF THE DICKENS PLACE NORTHEAST AND CROSSPOINTE DRIVE NORTHEAST STREET RIGHT-OF-WAY LOCATED NORTH OF THE DICKENS PLACE NORTHEAST AND VINEHAVEN DRIVE NORTHEAST INTERSECTION

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by James H. Craver, Copperfield Inc and Lloyd Payne, The City of Concord, on May 14, 2020 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at via a virtual multimedia platform, on May 14, 2020 after due notice by The Independent Tribune on May 3, 2020; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 14<sup>th</sup> day of May 2020:

Now or formerly a part of Cabarrus County PIN: 5622-88-0492 and shown as a portion of Dickens Place, NE and Crosspointe Drive, NE in the Final Plat entitled:

FINAL PLAT, BOUNDARY SURVEY, NEW ROAD RIGHT OF WAY, PLAT OF DEDICATION: DICKENS PLACE NE - EXTENSION and CROSSPOINTE DRIVE NE (Map Book 57, Page 84) (see also Map Book 74 Page 100).

Lying and being in the City of Concord, No. 4 Township, Cabarrus County, North Carolina, and being a part of PIN: 5622-88-0492 (now or formerly) as shown and recorded in Map Book 57, Page 84 among the Cabarrus County Register of Deeds; and being more particularly described as follows:

An approximate 1.03 Acres tract of land

Beginning at a MAG NAIL shown to be on the east side Public Right of Way (60' wide) of Dickens Place, NE; said MAG NAIL being further described as being shown in the public sidewalk in the aforesaid Map Book 74 Page 100 and also having NC Grid (NAD 88/2011) Coordinates of N: 627,897.49' E: 1,528,343.49' and being the POINT OF BEGINNING of the tract of land being described herein; thence leaving the POINT OF BEGINNING and running along the OLD TRACT LINE as shown in the aforesaid Map Book 57 page 84

1. North 21°04'23" West 160.55 feet to a point; thence leaving the OLD TRACT LINE and running
2. North 05°18'30" East 2.83 feet to a point; thence
3. 213.94 feet along the arc of a non-tangent curve deflecting to the right, having a radius of 2,040.00 feet and a Chord Bearing and Distance of North 08°24'22" East 213.85 feet to a point; thence
4. North 87°29'07" East 329.08 feet to a point; thence
5. South 02°30'52" East 80.00 feet to a point; thence
6. South 87°29'07" West 241.06 feet to a point; thence
7. 41.16 feet along the arc of a curve deflecting to the left, having a radius of 30.00 feet and a Chord Bearing and Distance of South 48°10'38" West 38.01 feet to a point; thence
8. 118.61 feet along the arc of a compound curve deflecting to the left, having a radius of 1,960.00 feet and a Chord Bearing and Distance of South 07°08'08" West 118.59 feet to a point; thence
9. South 04°47'16" West 167.06 feet to a point; thence

North 21°04'23" West 22.91 feet to the Point of Beginning and containing 44,994 square feet or 1.03 acres of land, more or less. The above description is a portion of the area shown as DICKENS PLACE NE - EXTENSION and CROSSPOINTE DRIVE NE (Map Book 57, Page 84)

SECTION 2. Upon and after the 14<sup>th</sup> day of May, 2020 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

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

Adopted this 14<sup>th</sup> day of May 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

ATTEST:

APPROVED AS TO FORM:

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

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

# TALLEN AND ASSOCIATES

April 14, 2020

Sherwood Development Group, LLC  
51 Union Street South, Suite 100  
Concord, North Carolina

Re: 10± Acres Site, Wilkinson Court & Woodsdale Place, Concord, North Carolina

Dear Sir or Madam:

Tallent and Associates Real Estate Services is pleased to submit the accompanying appraisal of the above referenced property. The purpose of the appraisal is to develop an opinion of the market value as is of the fee simple interest in the property. The client for this assignment is the Sherwood Development Group, LLC, and the intended use is for asset valuation purposes.

The appraisal is intended to conform with the Uniform Standards of Professional Appraisal Practice (USPAP), the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, and applicable state appraisal regulations. The appraisal is also prepared in accordance with the appraisal regulations issued in connection with the Financial Institutions Reform, Recovery and Enforcement Act (FIRREA).

To report the assignment results, we use the Appraisal Report option of Standards Rule 2-2(a) of the current edition of USPAP. As USPAP gives appraisers the flexibility to vary the level of information in an Appraisal Report depending on the intended use and intended users of the appraisal, we adhere to our internal standards for an Appraisal Report – Standard Format. This type of report has a moderate level of detail. It summarizes the information analyzed, the appraisal methods employed, and the reasoning that supports the analyses, opinions, and conclusions. It meets or exceeds the former Summary Appraisal Report requirements that were contained in the previous edition of USPAP.

The accompanying report contains the information we have compiled in the preparation of your requested appraisal.

The report assumes that no environmental conditions exist. If, in the future, it is discovered that adverse environmental conditions exist, I reserve the right to revise the report and valuation conclusion, if necessary. I am not an expert in the environmental field and am not qualified to render a decision as to whether or not hazardous conditions exist.

Based on our inspection and analysis of the property, it is our opinion that the Market Value of the fee simple interest in the property, as of the date of inspection, April 7, 2020, is:

|   |
|---|
| <b>\$240,000</b><br><b>TWO HUNDRED FORTY THOUSAND DOLLARS</b> |
|---|

Thank you for the opportunity to be of service, and if any information or clarification is needed, please do not hesitate to contact our office.

Sincerely,  
TALLEN & ASSOCIATES



Timothy N. Tallent  
State Certified General Appraiser



## LAND DONATION AGREEMENT

THIS LAND DONATION AGREEMENT (this "Agreement") is entered into as of May \_\_\_\_\_, 2020 (the "Effective Date"), by and between the City of Concord ("Donee") and Concord Greenway Townhomes, LLC, a North Carolina limited liability company ("Donor").

### RECITALS

WHEREAS, the Donor wishes to donate certain Property described and depicted on Exhibit A attached hereto and incorporated herein by reference (collectively, referred to herein as the "Property") to the Donee.

### AGREEMENT

NOW, THEREFORE, in consideration of the foregoing, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, agree as follows:

1. RECITALS. The Recitals to this Agreement set forth above are hereby incorporated herein.
2. PURPOSE: This Agreement describes the respective responsibilities of each party in providing for the donation of the Property from Donor to Donee.
3. TERMS OF THIS AGREEMENT: This Agreement shall be effective on the date that it is signed by all parties and terminate upon the earlier of (i) December 31, 2020 or (ii) upon the transfer of the Property from Donor to Donee by Quit Claim Deed (the "Closing Date").
4. INSPECTIONS AND TERMINATION RIGHTS:

A. Donee and its invitees and agents may, during the period beginning on the Effective Date and continuing until October 1, 2020 (including any extensions thereof, the "Inspection Period"), enter upon the Property to conduct all inspections and investigations of the condition and all other aspects of the Property (including, without limitation, investigations regarding zoning, building codes, engineering, geotechnical and environmental matters and the physical aspects of the Property) that it may deem necessary or desirable in its sole discretion, including, but not limited to, surveys, tests, and environmental studies, studies, inquiries, investigations and reviews relating to the Property and the right to review and copy all leases, warranties, guaranties, service agreements, maintenance records, parcel maps and/or subdivision plats containing the Property, soils reports, engineering reports, federal flood insurance map, site plans, any plans with respect to the improvements or buildings located thereon, environmental reports or assessments, geotechnical reports, covenants and restrictions affecting the Property, zoning information, location and capacity of utilities, any warranty documentation with respect to any buildings or improvements located thereon, any construction contract(s), any information with respect to the floors, roof, electrical wiring, and other components pertaining thereto, any existing service or management contracts or other agreements pertaining to the Property, and any and all other information pertaining to the Property.

B. Donee shall have until the expiration of the Inspection Period to make a determination whether or not to proceed with the transaction contemplated in this Agreement and to give written notice to Donor if it elects not to proceed with the transaction. If Donee does not

give such notice within the Inspection Period, this Agreement shall remain in full force and effect and Donee must accept a transfer of the Property from Donor (unless Donor terminates this Agreement before the Closing Date) on the property on or before December 31, 2020. If Donee does give notice of termination of this Agreement prior to the end of the Inspection Period, then (1) this Agreement shall automatically terminate without any further action by Donee, and (2) thereafter neither party hereto will have any further rights, obligations or liabilities hereunder.

5. VALUE OF PROPERTY DONATED: Donor shall obtain an appraisal of the Property before the Closing Date (the "Appraisal"). Donor and Donee agree that whatever value the Appraisal states shall be the value of the Property donated to Donee.

6. BROKERAGE: Both Donor and Donee represent that no brokers have been retained in connection with the donation of the Property.

7. CLOSING COSTS: Donor shall be responsible for all customary closing costs associated with the conveyance, other than any of Donee's (i) legal fees, survey, appraisals, and inspection costs (if any), and (ii) title insurance premiums.

8. PRORATIONS, COSTS, AND TRANSFER TAXES: Real estate taxes shall be prorated on a calendar year basis, and (to the extent final bills for such items are not available at closing) shall be re-prorated after closing as soon as final bills are available relative to such prorations.

9. CONFIDENTIALITY OF NEGOTIATIONS: Donor and Donee shall use their best efforts to maintain at all times as confidential information: (i) the fact that they have executed this letter; (ii) the terms of this letter; and (iii) the existence and content of any negotiations. Each party may: (i) inform advisors, counsel and employees whom each party deems necessary or advisable, provided that such persons are advised of the confidential nature of the negotiations; and (ii) make disclosures required by applicable laws.

10. INDEMNITY:

A. Donee shall hold harmless, indemnify, and defend Donor from any and all liability, actions, claims, losses, damages, or other costs including attorney fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during, or in connection with the performance of its duties described in this Agreement, except liability arising out of the sole negligence of the other. If any aspect of this indemnification shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the indemnification provision.

B. Donor shall hold harmless, indemnify, and defend Donee from any and all liability, actions, claims, losses, damages, or other costs including attorney fees and witness costs (at both trial and appeal level, whether or not a trial or appeal ever takes place) that may be asserted by any person or entity arising from, during, or in connection with the performance of its duties described in this Agreement, except liability arising out of the sole negligence of the other. If any aspect of this indemnification shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the indemnification provision.

11. ASSIGNMENT: This Agreement may not be assigned without the written approval of Donor.

12. AMENDMENTS: No amendments to this Agreement shall be effective unless made in writing and signed by all parties. There are no understandings, agreements or representations, oral or written regarding this Agreement except as specified or referenced herein.

13. SEVERABILITY: If any court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

14. ENTIRE AGREEMENT: This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement.

15. EXECUTION: This Agreement may be executed in several counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same agreement. Donor shall provide each party with a set of all executed counterparts. By signature of their authorized representatives below, the parties to this agreement acknowledge that they have read this Agreement, understand it, and agree to be bound.

16. NOTICE: All notices required by this agreement must be in writing and delivered to the parties at the addresses set forth below:

Donor:

Concord Greenway Townhomes, LLC  
Attn: Justin Mueller  
51 Union Street South, Suite 100  
Concord, NC 28025

With a copy to:

McMillan PLLC  
Attn: J. Austin Baker  
514 Beatties Ford Road  
Charlotte, NC 28216

Donee:

City of Concord  
Attn: VaLerie Kolczynski, City Attorney  
35 Cabarrus Avenue, West  
P.O. Box 308  
Concord 28026-5118

17. TAX WRITE-OFF: Donor and Donee understand that this transaction is structured as a donation of the Property in exchange for a "tax write-off." Therefore, the Donee agrees to cooperate with the Donor and shall supply whatever the Donor needs in order to document and complete a successful "tax write-off." This cooperation includes, but is not limited to, the execution of an acknowledgement letter in substantially the same form as the letter attached in Exhibit B attached hereto and incorporated herein by reference.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates show hereunder.

Donor:

Concord Greenway Townhomes, LLC

By: Justin Mueller  
Name: Justin Mueller  
Title: Manager

Donee:

The City of Concord

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



Exhibit A  
Legal Description

5630-08-9445

Lying and being in the City of Concord, Number 12 Township, Cabarrus County, North Carolina, and lying north of, but not adjacent to, Wilkinson Court SE, and lying south of, but not adjacent to, Woodsdale Place SE, and being the property of The City of Concord (Deed Book 9452 at Page 1) and being more particularly described as follows:

Beginning at an existing  $\frac{3}{4}$ " pipe, said existing  $\frac{3}{4}$ " pipe being the southwest corner of Frederick Stitt and wife, Brenda Stitt (Deed Book 5132 at Page 320); thence from the POINT OF BEGINNING N  $86^{\circ}07'34''$  E 353.18 feet to an existing  $\frac{1}{2}$ " pipe, said existing  $\frac{1}{2}$ " pipe being the southeast corner of Robert L. Thompson and wife Sadie G. Thompson (Deed Book 431 at Page 284); thence with the property of Camilla Hill Limited Partnership (Deed Book 528 at Page 457) S  $11^{\circ}50'31''$  E 295.91 feet to an existing #5 rebar, said existing #5 rebar being the northwest corner of Yazmin Daza Sway, Free Trader (Deed Book 12931 at Page 83) and the northeast corner of The William Bradley Hargett Living Trust, dated December 14, 2004 (Deed Book 12363 at Page 227); thence with the northern line of the said Hargett Living Trust S  $84^{\circ}04'36''$  W 293.97 feet to an existing  $1\frac{1}{2}$ " flat iron beside  $\frac{1}{2}$ " rod, said existing point being the northwest corner of the said Hargett Living Trust and the northeast corner of J. Lee Hopkins and wife Madolyn T. Hopkins (first tract, Deed Book 589 at Page 397); thence with the northern line of the said Hopkins S  $81^{\circ}36'37''$  W 59.72 feet to a set #5 rebar with cap in the northern line of the said Hopkins; thence with the property of The City of Concord (Deed Book 8081 at Pages 199 and 203) the following five courses and distances: 1) N  $06^{\circ}32'01''$  W 56.49 feet to a set #5 rebar with cap; 2) N  $22^{\circ}59'03''$  W 65.76 feet to a set #5 rebar with cap; 3) N  $76^{\circ}53'29''$  W 23.00 feet to a set #5 rebar with cap; 4) N  $02^{\circ}13'21''$  W 73.44 feet to a set #5 rebar with cap; and 5) N  $02^{\circ}13'21''$  W 109.62 feet to the POINT OF BEGINNING containing 2.501 acres.

5630-08-4352

Lying and being in the City of Concord, Number 12 Township, Cabarrus County, North Carolina, and lying on the north side of Wilkinson Court SE, and being the property of The City of Concord (Deed Book 8081 at Page 203) and being more particularly described as follows:

Beginning at an existing 1¼" rod, said existing rod being on the north side of Wilkinson Court SE (public maintenance right of way) and being the southwest corner of J. Lee Hopkins and wife Madolyn T. Hopkins (first tract, Deed Book 589 at Page 397); thence from the POINT OF BEGINNING along the northern side of Wilkinson Court SE (public maintenance right of way) S 78°46'50" W 399.62 feet to an existing ¾" pipe at the southeast corner of Joshua Lee Hampton (Deed Book 4522 at Page 253); thence with the said Hampton the following three courses and distances: 1) N 11°12'57" W 132.06 feet to an existing #5 rebar; 2) S 83°35'34" W 20.07 feet to an existing #4 rebar beside bent 1¼" pipe; and 3) S 68°31'11" W 56.00 feet to an existing axle; thence S 69°03'40" W

(passing an existing #4 rebar on line at 42.96 feet) a total distance of 50.11 feet to a set #5 rebar with cap; thence N 16°12'04" W 68.80 feet to a set #5 rebar with cap; thence with Juris Properties, LLC (Deed Book 8091 at Page 258) the following four courses and distances: 1) N 21°04'49" W 103.91 feet to a set #5 rebar with cap; 2) N 03°38'46" W 40.66 feet to a set #5 rebar with cap; 3) N 16°12'04" W 24.34 feet to an existing #5 rebar; and 4) N 40°58'40" W 249.43 feet to an existing #5 rebar; thence with Windstream Concord Telephone, Inc. N 40°59'46" E 14.77 feet to a set #5 rebar with cap; thence with The City of Concord (Deed Book 8081 at Page 199) the following six courses and distances: 1) S 82°38'18" E 53.05 feet to a set #5 rebar with cap; 2) S 78°24'20" E 230.14 feet to a set #5 rebar with cap; 3) N 86°23'47" E 233.93 feet to a set #5 rebar with cap; 4) S 79°42'26" E 35.08 feet to a set #5 rebar with cap; 5) with the arc of a circular curve to the right having a radius of 570.00 feet, an arc length of 122.76 feet and a chord bearing and distance of S 79°42'26" E 122.52 feet to a set #5 rebar with cap; and 6) S 79°42'26" E 64.99 feet to a set #5 rebar with cap; thence with The City of Concord (Deed Book 9452 at Page 1) the following four courses and distances: 1) S 02°13'21" E 73.44 feet to a set #5 rebar with cap; 2) S 76°53'29" E 23.00 feet to a set #5 rebar with cap; 3) S 22°59'03" E 65.76 feet to a set #5 rebar with cap; and 4) S 06°32'01" E 56.49 feet to a set #5 rebar with cap; thence with J. Lee Hopkins and wife Madolyn T. Hopkins (first tract, Deed Book 589 at Page 397) the following two courses and distances: 1) S 81°36'37" W 50.03 feet to an existing 1½" flat iron; and 2) S 06°31'57" E 157.91 feet to the POINT OF BEGINNING containing 5.780 acres.

5630-08-4607

Lying and being in the City of Concord, Number 12 Township, Cabarrus County, North Carolina, and lying on the south side of Woodsdale Place SE, and being the property of The City of Concord (Deed Book 8081 at Page 199) and being more particularly described as follows:

Beginning at an existing  $\frac{3}{4}$ " pipe, said existing  $\frac{3}{4}$ " pipe being the southwest corner of Frederick Stitt and wife, Brenda Stitt (Deed Book 5132 at Page 320); thence from the POINT OF BEGINNING with The City of Concord (Deed Book 9452 at Page 1) S  $02^{\circ}13'21''$  E 109.62 feet to a set #5 rebar with cap; thence with The City of Concord (Deed Book 8081 at Page 203) the following six courses and distances: 1) N  $79^{\circ}42'26''$  W 64.99 feet to a set #5 rebar with cap; 2) with the arc of a circular curve to the left having a radius of 570.00 feet, an arc length of 122.76 feet and a chord bearing and distance of N  $79^{\circ}42'26''$  W 122.52 feet to a set #5 rebar with cap; 3) N  $79^{\circ}42'26''$  W 35.08 feet to a set #5 rebar with cap; 4) S  $86^{\circ}23'47''$  W 233.93 feet to a set #5 rebar with cap; 5) N  $78^{\circ}24'20''$  W 230.14 feet to a set #5 rebar with cap; and 6) N  $82^{\circ}38'18''$  W 53.05 feet to a set #5 rebar with cap; thence with Windstream Concord Telephone, Inc. the following four courses and distances: 1) N  $40^{\circ}59'46''$  E 10.24 feet to an existing  $\frac{3}{4}$ " pipe; 2) N  $33^{\circ}32'01''$  E 87.42 feet to an existing  $\frac{3}{4}$ " pipe; 3) N  $64^{\circ}57'43''$  W 99.03 feet to an existing #4 rebar; and 4) N  $45^{\circ}51'14''$  E 85.73 feet to an existing  $1\frac{1}{2}$ " pipe; thence with Windstream Concord Telephone, Inc. and Andrew Wesley Nance (Deed Book 11958 at Page 288) N  $43^{\circ}32'15''$  E 97.07 feet to an existing 1" pipe on the south side of Woodsdale Place SE (public maintenance right of way); thence along the south side of

Woodsdale Place SE the following three courses and distances: 1) with the arc of a circular curve to the left having a radius of 144.83 feet, an arc length of 75.17 feet and a chord bearing and distance of S  $77^{\circ}57'18''$  E 74.33 feet to an existing #5 rebar; 2) N  $85^{\circ}46'28''$  E 275.89 feet to an existing #5 rebar; and 3) N  $83^{\circ}41'06''$  E 268.38 feet to an existing #8 rebar; thence with Frederick Stitt and wife, Brenda Stitt (Deed Book 5132 at Page 320) S  $04^{\circ}02'06''$  E 256.15 feet to the POINT OF BEGINNING containing 4.775 acres.

The above legal descriptions for tracts 5630-08-9445, 5630-08-4352 and 5630-08-4607 were prepared from a survey performed by R. Andrew Pletcher, PLS (L-4190) with CESI (N.C. Firm License No. C-0263) titled "Boundary and Topographic Survey for Property of: The City of Concord"; Job No. 180272.000; and signed on 08-20-2018.

Exhibit B  
Acknowledgement Letter

Donation Acknowledgement Letter

March \_\_\_\_\_, 2020

Donor: Concord Greenway Townhomes, LLC

Donee: The City of Concord

Dear Mr. Justin Mueller,

We have received the recent donation of land described below in Exhibit 1 attached hereto and incorporated herein by reference in the city of Concord, Cabarrus County, NC. The estimated value of the land property according to [NAME OF APPRAISER], assessed on [DATE OF APPRAISAL] was [AMOUNT PROPERTY APPRAISED FOR]. We appreciate your donation to the City of Concord.

Kindest Regards,

[NAME OF CITY OFFICIAL/SIGNATORY]

| File No. | Type of Contribution: | Payment Method | Book and Page |
|----------|-----------------------|----------------|---------------|
| 05572    | Real Estate           | Deed           |               |

Exhibit 1

5630-08-9445

Lying and being in the City of Concord, Number 12 Township, Cabarrus County, North Carolina, and lying north of, but not adjacent to, Wilkinson Court SE, and lying south of, but not adjacent to, Woodsdale Place SE, and being the property of The City of Concord (Deed Book 9452 at Page 1) and being more particularly described as follows:

Beginning at an existing  $\frac{3}{4}$ " pipe, said existing  $\frac{3}{4}$ " pipe being the southwest corner of Frederick Stitt and wife, Brenda Stitt (Deed Book 5132 at Page 320); thence from the POINT OF BEGINNING N  $86^{\circ}07'34''$  E 353.18 feet to an existing  $\frac{1}{2}$ " pipe, said existing  $\frac{1}{2}$ " pipe being the southeast corner of Robert L. Thompson and wife Sadie G. Thompson (Deed Book 431 at Page 284); thence with the property of Camilla Hill Limited Partnership (Deed Book 528 at Page 457) S  $11^{\circ}50'31''$  E 295.91 feet to an existing #5 rebar, said existing #5 rebar being the northwest corner of Yazmin Daza Sway, Free Trader (Deed Book 12931 at Page 83) and the northeast corner of The William Bradley Hargett Living Trust, dated December 14, 2004 (Deed Book 12363 at Page 227); thence with the northern line of the said Hargett Living Trust S  $84^{\circ}04'36''$  W 293.97 feet to an existing  $1\frac{1}{2}$ " flat iron beside  $\frac{1}{2}$ " rod, said existing point being the northwest corner of the said Hargett Living Trust and the northeast corner of J. Lee Hopkins and wife Madolyn T. Hopkins (first tract, Deed Book 589 at Page 397); thence with the northern line of the said Hopkins S  $81^{\circ}36'37''$  W 59.72 feet to a set #5 rebar with cap in the northern line of the said Hopkins; thence with the property of The City of Concord (Deed Book 8081 at Pages 199 and 203) the following five courses and distances: 1) N  $06^{\circ}32'01''$  W 56.49 feet to a set #5 rebar with cap; 2) N  $22^{\circ}59'03''$  W 65.76 feet to a set #5 rebar with cap; 3) N  $76^{\circ}53'29''$  W 23.00 feet to a set #5 rebar with cap; 4) N  $02^{\circ}13'21''$  W 73.44 feet to a set #5 rebar with cap; and 5) N  $02^{\circ}13'21''$  W 109.62 feet to the POINT OF BEGINNING containing 2.501 acres.



5630-08-4352

Lying and being in the City of Concord, Number 12 Township, Cabarrus County, North Carolina, and lying on the north side of Wilkinson Court SE, and being the property of The City of Concord (Deed Book 8081 at Page 203) and being more particularly described as follows:

Beginning at an existing 1¼" rod, said existing rod being on the north side of Wilkinson Court SE (public maintenance right of way) and being the southwest corner of J. Lee Hopkins and wife Madolyn T. Hopkins (first tract, Deed Book 589 at Page 397); thence from the POINT OF BEGINNING along the northern side of Wilkinson Court SE (public maintenance right of way) S 78°46'50" W 399.62 feet to an existing ¾" pipe at the southeast corner of Joshua Lee Hampton (Deed Book 4522 at Page 253); thence with the said Hampton the following three courses and distances: 1) N 11°12'57" W 132.06 feet to an existing #5 rebar; 2) S 83°35'34" W 20.07 feet to an existing #4 rebar beside bent 1¼" pipe; and 3) S 68°31'11" W 56.00 feet to an existing axle; thence S 69°03'40" W

(passing an existing #4 rebar on line at 42.96 feet) a total distance of 50.11 feet to a set #5 rebar with cap; thence N 16°12'04" W 68.80 feet to a set #5 rebar with cap; thence with Juris Properties, LLC (Deed Book 8091 at Page 258) the following four courses and distances: 1) N 21°04'49" W 103.91 feet to a set #5 rebar with cap; 2) N 03°38'46" W 40.66 feet to a set #5 rebar with cap; 3) N 16°12'04" W 24.34 feet to an existing #5 rebar; and 4) N 40°58'40" W 249.43 feet to an existing #5 rebar; thence with Windstream Concord Telephone, Inc. N 40°59'46" E 14.77 feet to a set #5 rebar with cap; thence with The City of Concord (Deed Book 8081 at Page 199) the following six courses and distances: 1) S 82°38'18" E 53.05 feet to a set #5 rebar with cap; 2) S 78°24'20" E 230.14 feet to a set #5 rebar with cap; 3) N 86°23'47" E 233.93 feet to a set #5 rebar with cap; 4) S 79°42'26" E 35.08 feet to a set #5 rebar with cap; 5) with the arc of a circular curve to the right having a radius of 570.00 feet, an arc length of 122.76 feet and a chord bearing and distance of S 79°42'26" E 122.52 feet to a set #5 rebar with cap; and 6) S 79°42'26" E 64.99 feet to a set #5 rebar with cap; thence with The City of Concord (Deed Book 9452 at Page 1) the following four courses and distances: 1) S 02°13'21" E 73.44 feet to a set #5 rebar with cap; 2) S 76°53'29" E 23.00 feet to a set #5 rebar with cap; 3) S 22°59'03" E 65.76 feet to a set #5 rebar with cap; and 4) S 06°32'01" E 56.49 feet to a set #5 rebar with cap; thence with J. Lee Hopkins and wife Madolyn T. Hopkins (first tract, Deed Book 589 at Page 397) the following two courses and distances: 1) S 81°36'37" W 50.03 feet to an existing 1½" flat iron; and 2) S 06°31'57" E 157.91 feet to the POINT OF BEGINNING containing 5.780 acres.

Woodsdale Place SE the following three courses and distances: 1) with the arc of a circular curve to the left having a radius of 144.83 feet, an arc length of 75.17 feet and a chord bearing and distance of S 77°57'18" E 74.33 feet to an existing #5 rebar; 2) N 85°46'28" E 275.89 feet to an existing #5 rebar; and 3) N 83°41'06" E 268.38 feet to an existing #8 rebar; thence with Frederick Stitt and wife, Brenda Stitt (Deed Book 5132 at Page 320) S 04°02'06" E 256.15 feet to the POINT OF BEGINNING containing 4.775 acres.

The above legal descriptions for tracts 5630-08-9445, 5630-08-4352 and 5630-08-4607 were prepared from a survey perform by R. Andrew Pletcher, PLS (L-4190) with CESI (N.C. Firm License No. C-0263) titled "Boundary and Topographic Survey for Property of: The City of Concord"; Job No. 180272.000; and signed on 08-20-2018.

**Meeting Date: May, 14 2020**

**Staff Report:**

April 2, 2020 official notification was issued for the City of Concord in regards to *The Coronavirus Aid, Relief and Economic Security Act* (CARES Act) (Public Law 116-136). The CARES Act allocated supplemental Community Development Block Grant (CDBG) funding for grants to prevent, prepare for, and respond to coronavirus. Additionally, the CARES Act provides flexibilities that make it easier to use the funds by granting waivers, removes the spending cap regulated for public service agencies and alternative requirements. Within the notification, Concord was awarded \$400,339 to respond to the growing effects of this historic public health crisis.

As staff is awaiting full guidance from HUD, some immediate uses for the funds have been revised as of April 6, 2020. The “Provision of New or Quantifiably Increased Public Services” activity notes “Providing equipment, supplies, and materials necessary to carry-out a public service. Provide testing, diagnosis or other services at a fixed or mobile location. Increase the capacity and availability of targeted health services for infectious disease response within existing health facilities,” as eligible activities.

Staff has received requests from two (2) agencies who are meeting immediate resident needs as related to COVID-19 needs. These total \$70,505.91. In addition, numerous area churches and organizations have inquired about mask and hand sanitizer (personal protection equipment, PPE) to help protect workers providing COVID-19 related supportive services to the community. Both products will be purchased from Concord based businesses who have amended there manufacturing practices to now produce PPE items in response to COVID-19. Total request for PPE is \$31,878.50. Combined amount for agency and PPE request is \$102,384.41.

Recommendations to fund these agencies are as follows;

| <u>Agency</u>                   | <u>Proposed Usage Based on Increase Need</u>   | <u>CARES Act Funding</u> |
|---------------------------------|--|--------------------------|
| <b>Cabarrus Health Alliance</b> | Staff cost associated with COVID response which agency has no other funding source.  | \$54,000.00              |
| <b>Boys and Girls Club</b>      | Material costs for BGC virtual club. 200 youths actively participate. Funds requested to cover costs of material students lack access to due to school closures. | \$16,505.91              |

Organizations requesting PPE are as follows;

| <u>Organizations</u> | <u>Hand Sanitizer (1/2 gallon)</u> | <u>Masks</u> |
|----------------------|------------------------------------|--------------|
|                      |                                    |              |

**Meeting Date: May, 14 2020**

|                                    |            |              |
|------------------------------------|------------|--------------|
| ST. JAMES LUTHERAN                 | 6          | 200          |
| FOREST HILLS                       | 4          | 20           |
| JUNETEETH COMMITTEE                | 10         | 500          |
| MOTHERS OF MURDERED OFFSPRING      | 10         | 300          |
| CONCORD CHRISTIAN CENTER           | 10         | 250          |
| BOYS & GIRLS CLUB                  | 4          | 200          |
| LOGAN DAYCARE                      | 10         | 500          |
| LOGAN/SHANKLETOWN ORGANIZATION     | 5          | 100          |
| SHILOH MISSIONARY BAPTIST CHURCH   | 5          | 100          |
| MT CALVARY HOLINESS CHURCH         | 5          | 100          |
| SALVATION ARMY                     | 4          | 30           |
| PRICE MEMORIAL CHURCH              | 5          | 100          |
| FIRST UNITED CONGREGATIONAL CHURCH | 5          | 100          |
| FIRST MISSIONARY BAPTIST CHURCH    | 5          | 250          |
| HOUSE OF HOPE                      | 5          | 200          |
| BETHPAGE PRESBYTERIAN CHURCH       | 10         | 400          |
| 1.2.7 FAMILY WORSHIP CENTER        | 5          | 200          |
| LOGAN COMMUNITY ASSOCIATION        | 20         | 1000         |
| MLK COMMITTEE                      | 10         | 250          |
| FIRST PRIMITIVE CHURCH             | 5          | 100          |
| FIRST CHURCH OF GOD                | 5          | 100          |
| MT OLIVE CHRISTIAN CHURCH          | 5          | 100          |
| FIRST CHRISTIAN CHURCH             | 5          | 100          |
| MT ZION CHRISTIAN CHURCH           | 5          | 100          |
| OPPORTUNITY HOUSE                  | 0          | 25           |
| GRACE LUTHERAN CHURCH              | 10         | 500          |
| EXTRA -TO DISTRIBUTE AS NEEDED     | 6          | 100          |
| <b>Totals</b>                      | <b>179</b> | <b>5,925</b> |

On April 21, 2020 Council approved \$131,284 to public service agencies who were identified as providing immediate response efforts within the community. If Council approves the current request, a balance of \$166,670.59 will remain of CARES Act funds.



---

*Partnership for Stronger Neighborhoods*

# Neighborhood Matching Grant Program Policy



# Table of Contents

|  |   |
|--|---|
| Overview .....   | 1 |
| Program Purpose .....                                  | 1 |
| Eligibility .....                                      | 2 |
| What types of projects are eligible for funding? ..... | 2 |
| Limitations on use of grant funds.....                 | 2 |
| Match Requirements.....                                | 2 |
| The application and review process.....                | 3 |
| Evaluation criteria .....                              | 3 |
| Disbursement of funds.....                             | 3 |

# Neighborhood Matching Grant Program Policy

---

## I. NEIGHBORHOOD PROGRAM OVERVIEW

The City implemented the neighborhood program, Partnerships for Stronger Neighborhoods, in 2000 to build relationships with the City's existing neighborhoods, while encouraging and assisting new neighborhood groups, in an effort to enhance the quality of life in the City and stimulate activity within neighborhoods and in City events. The Neighborhood Program is designed to foster greater communication between neighborhood groups and the City of Concord.

## II. NEIGHBORHOOD MATCHING GRANT PROGRAM PURPOSE

The Neighborhood Matching Grant Program provides eligible recognized neighborhood organizations with access to funds to implement projects that will improve the quality of life in City of Concord neighborhoods. Up to \$3,000 is available for qualified projects. All projects are planned and implemented by neighborhood residents in partnership with the City.

The goal of the grant program is to facilitate neighborhood self-improvement. The program gives neighborhood organizations incentive to raise funds, build partnerships, cultivate volunteer and community support to complete projects that improves the neighborhood physically or addresses a need through active involvement of the neighborhood residents themselves. Community building is core to the project success. The value of the neighborhood's contribution (cash, volunteer labor, donated materials, or donated services) must be equal to or greater than the City's grant. The program is administered through the City Manager's Office.

## III. ELIGIBILITY

Matching Grant funds are available to City of Concord Recognized Neighborhood organizations that have been formally recognized by the City of Concord's Neighborhood Program for at least a year. NMG awards are not made to individual persons, or applicants who have failed to successfully carry out NMG projects funded in the preceding year.

### **What types of projects are eligible for funding?**

Single Projects that address a neighborhood issue or need in one of five categories are eligible for funding:

1. **Physical Improvement Projects:** landscaping or beautification of a subdivision entrance, planting trees, retention pond rehab, adding playground or recreation equipment, community gardens, street light installation, and neighborhood clean-ups.
2. **Neighborhood Identity Projects:** entrance signage, street sign toppers, markers, banners, and public art.
3. **Community building events** -- neighborhood-based events and celebrations such as July 4<sup>th</sup> parade, national night out festival, outdoor health/recreation (walking, biking, running) events, and emergency preparedness training and fairs.
4. **Environmental projects** -- such as stormwater detention, bank stabilization, and creek clean-up relating to larger public systems (projects must protect and enhance the greater public systems and facilities).
5. **Public Safety:** National Night Out Event activities, Neighborhood Watch Resources, Youth Crime Prevention projects or programs, disaster planning or emergency preparedness fairs, Graffiti removal on common property or structures, Family safety training and activities.

Eligible projects must meet the following eligibility criteria:

- Provide a public, neighborhood benefit
- Be completed in twelve (12) months or less
- Occur within the boundaries of the neighborhood on public property (such as the City’s Right-of-Way) or on common property owned by a neighborhood organization and must comply with all applicable federal, state and local laws. Projects that occur on personal property are not eligible for funding
- Be endorsed by the neighborhood organization. The endorsement should be a “go or no go” decision and must be documented by an officer of the organization

**Note:** This category lists is not exhaustive and is provided for informational purposes the City supports imaginative projects. No expenditure of funds under this program shall be made for any purpose other than a public purpose for which municipalities in North Carolina are authorized.

**IV. LIMITATIONS ON USE OF GRANT FUNDS**

Grant funds are public dollars that must be prudently expended. Although not exhaustive, the following is a list of disallowed uses of Matching Grant funding:

- Expenses incurred prior to the grant award date
- Support ongoing, regularly occurring programs, services, events or activities
- Pay for an organization’s operating expenses
- Annual plants, flowers or shrubbery.
- Salaries or stipends
- Food except for neighborhood food banks and pantries or related activities intended to provide critical food assistance to economically disadvantaged individuals and families
- Maintenance or repair projects that are the regular responsibility of the Homeowners, Property Owners, or Neighborhood Associations.

**V. MATCH REQUIREMENTS**

Neighborhood organizations must provide proof of 100% match (\$1.00 in matching funds for each \$1.00 requested in funding). The match must be directly related to the project. Match resources may include the following:

| <b>Component</b>                        | <b>Definition</b>   | <b>Limit</b>                             |
|---|---|--|
| Cash                                    | Cash contributions or donations, proceeds from neighborhood fundraisers, etc.   | No limit                                 |
| Volunteer labor                         | Volunteer labor from neighborhood residents, valued at \$15 per hour.   | Not to exceed 50% of the matching amount |
| In-kind donations of goods and services | Products, goods or professional services donated. Must include documentation from the vendor or company substantiating the value of the donation. | No Limit                                 |

**VI. THE APPLICATIONS & REVIEW PROCESS**

NMG Applications are accepted by the City of Concord once per year or as budgeted funds are available. All eligible neighborhood organizations will receive notice of the submission deadlines and review scheduled. An applicant may submit an application for more than one project. However, each project must be able to stand-alone. Grant funds cannot be used to replace the organization’s current operating budget or supplement city services. Applications are due to the Community Outreach Coordinator in the City Manager’s Office located in City Hall by 5pm on the proposal due date. Late or incomplete applications will not be accepted.

The NMG program is competitive. Each application will be evaluated on the basis of how well the project demonstrates the program’s main purpose of improving neighborhoods by addressing a specific need or concern. A review committee comprised of representatives from various City departments will review each application and score them based on the evaluation criteria (see table 2.). The committee will make a funding recommendation to the City Manager. The City Manager will make a final recommendation to City Council, who has the final authority to approve or deny a grant request.

Table 2 Evaluation Criteria

| <b>CRITERIA</b>                 | <b>POINTS</b> | <b>EXPLANATION</b>   |
|---------------------------------|---------------|--|
| <b>Supports Program Mission</b> | 25            | Proposed activities are an effective response to a recognized issue or concern. The activities described in the project proposal are designed to address one of the five category areas. |
| <b>Benefit to Neighborhood</b>  | 35            | Project provides a public benefit to the neighborhood and directly involves the neighborhood residents in all phases.  |
| <b>Neighbor Involvement</b>     | 10            | A broad base of participation from neighborhood organization residents exist.  |
| <b>Budget/Match</b>             | 15            | Budget is reasonable projection of expenses and accurately depicts neighborhood match.   |
| <b>Project Readiness</b>        | 10            | Project is well-planned, cost-effective and ready for implementation; shows a clear and reasonable vision for sustaining the project and resulting improvements.                         |
| <b>Community Partnerships</b>   | 5             | Efforts were made to include community partners – evidence can include donations of in-kind services or professional services.   |
|                                 | <b>100</b>    | <b>Total Possible Points</b>   |

**VII. DISBURSEMENT OF FUNDS**

Because grant funds are public dollars, the City must meet certain audit requirements for funds that it expends. The City Finance Department handles all grant accounts. Grant funds will be disbursed using City Purchase Orders, reimbursement directly to approved vendors, or reimbursement directly to the applicant. Reimbursement to the applicant will only be made when supported by original third party receipts up to the approved grant amount. The neighborhood must submit a request for reimbursement to the Community Outreach Coordinator. To include the following:

1. Letter requesting reimbursement; signed by the president of the neighborhood association
2. Copy of paid invoices or receipts (for proof of purchase)
3. Copy of cancelled check



# Southeastern Consulting Engineers, Inc.

April 13, 2020

Mr. Bob Pate  
Electric Systems Director  
P.O. Box 308  
Concord, North Carolina 28025

Ref.: Delivery #6 and Substation P Equipment Bids

Dear Bob:

The City received sealed proposals on April 8, 2020, from eighteen suppliers solicited for providing substation equipment that will be installed at the City's new delivery station and Substation P. 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 – Delivery #6 Steel Structure

Substation Enterprises, Inc.  
145 Commercial Court  
P.O. Box 2010  
Alabaster, AL 35007  
Project # H-3784

**Total Lump Sum Bid**                      **\$212,000**  
Delivery    15-17 weeks

### Schedule II – 48.3 kV Circuit Breakers

Siemens Energy, Inc.  
444 Hwy 49 South  
Richland, MS 39218  
Bid No. 2436  
Delivery 18-20 Weeks

| <u>Description</u>      | <u>Quantity</u> | <u>Unit Price</u> | <u>Total Price</u>  |
|-------------------------|-----------------|-------------------|---------------------|
| 48.3 kV Main Breaker    | 1               | \$38,150.00       | \$38,150.00         |
| 48.3 kV Feeder Breakers | 4               | \$33,990.00       | <u>\$135,960.00</u> |
| <b>Total</b>            |                 |                   | <b>\$174,110.00</b> |



**Schedule III – Substation P Steel Structure**

Substation Enterprises, Inc.  
 145 Commercial Court  
 P.O. Box 2010  
 Alabaster, AL 35007  
 Project # H-3784

**Total Lump Sum Bid**                      **\$345,000.00**  
 Delivery    15-17 weeks

**Schedule IV – Power Transformers**

Virginia Transformer Corporation  
 220 Glade view Drive, NE  
 Roanoke, VA 24012  
 Order # G201101A  
 Delivery 26-28 Weeks

| Description                  | Quantity | Unit Price   | Total Price         |
|------------------------------|----------|--------------|---------------------|
| 43.8 -13.2 kV, 20/27 MVA     | 2        | \$478,609.00 | \$957,218.00        |
| Offloading and Commissioning | 2        | Included     | Included            |
| <b>Total</b>                 |          |              | <b>\$957,218.00</b> |

**Schedule V – 46 kV Circuit Switchers**

S&C Electric Company  
 C/O RW Chapman Company  
 P.O. Box 240748  
 Charlotte, North Carolina 28224-0748  
 Delivery 15-17 Weeks

| Description            | Quantity | Unit Price  | Total Price |
|------------------------|----------|-------------|-------------|
| 46 kV Circuit Switcher | 2        | \$42,592.00 | \$85,184.00 |

**Schedule VI – 15 kV Circuit Breakers**

Siemens Industry, Inc.  
 7000 Siemens Road  
 Wendell, NC 27591  
 Order # SF201616300  
 Delivery 24-26 Weeks

| Description               | Quantity | Unit Price  | Total Price         |
|---------------------------|----------|-------------|---------------------|
| SDV7-MA-15.5kV-25kA-2000A | 2        | \$18,904.00 | \$37,808.00         |
| SDV7-MA-15.5kV-25kA-1200A | 6        | \$15,520.00 | \$93,120.00         |
| <b>Total</b>              |          |             | <b>\$130,928.00</b> |

**Schedule VII – Relay and Control Panels**

Keystone Electrical Manufacturing Co.  
2511 Bell Avenue  
Des Moines, Iowa 50321  
Quote # Q21743  
Delivery 12-14 Weeks

| Description  | Quantity | Total Price         |
|--------------|----------|---------------------|
| Delivery #6  | 1        | \$61,606.73         |
| Substation P | 1        | \$98,189.78         |
| <b>Total</b> |          | <b>\$159,796.51</b> |

**Schedule VIII – Equipment Houses**

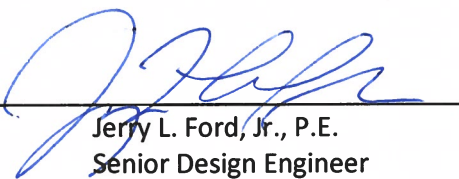
Modular Connections, LLC.  
2511 Bell Avenue  
Des Moines, Iowa 50321  
Quote # C-JG-20330 & C-JG-20330A  
Delivery 20 Weeks

| Description  | Quantity | Total Price         |
|--------------|----------|---------------------|
| Delivery #6  | 1        | \$70,056.00         |
| Substation P | 1        | \$74,738.00         |
| Offloading   | 2        | \$13,000.00         |
| <b>Total</b> |          | <b>\$157,794.00</b> |

The total cost for the four schedules is \$2,222,030.51. 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.  
Senior Design Engineer

JLF/lc

cc: Scott Chunn  
Andrea Cline

**BID TABULATION**  
Delivery #6 and Substation P  
 Equipment and Materials

City of Concord  
 Concord, North Carolina

Date: April 8, 2020  
 Time: 2:00 PM, EDST

|                                      |             |                        |                               |                        |                        |                      |
|--------------------------------------|-------------|------------------------|-------------------------------|------------------------|------------------------|----------------------|
| <u>Bidder</u><br><b>Schedule I</b>   | <u>Qty.</u> | <u>Peak Substation</u> | <u>Substation Enterprises</u> |                        | <u>Distran</u>         |                      |
| 46 KV Switching Structure            | 1           | \$ <u>260,875.00</u>   | \$ <u>212,000.00</u>          | \$ _____               | \$ <u>253,593.00</u>   | \$ _____             |
| Delivery                             |             | <u>16-18 Wks.</u>      | <u>15-17 Wks.</u>             | _____                  | <u>28 Wks.</u>         | _____                |
| Bid Bond                             |             | <u>Yes</u>             | <u>Yes</u>                    | _____                  | <u>Yes</u>             | _____                |
| <br>                                 |             |                        |                               |                        |                        |                      |
| <u>Bidder</u><br><b>Schedule II</b>  | <u>Qty.</u> | <u>Anixter</u>         | <u>Siemens</u>                | <u>ABB</u>             |                        |                      |
| 48.3 KV Main                         | 1           | \$ <u>39,831.52</u>    | \$ <u>38,150.00</u>           | \$ <u>43,125.00</u>    | \$ _____               | \$ _____             |
| 48.3 KV Feeder                       | 4           | \$ <u>142,913.04</u>   | \$ <u>135,960.00</u>          | \$ <u>159,380.00</u>   | \$ _____               | \$ _____             |
| Total                                |             | \$ <u>182,744.56</u>   | \$ <u>174,110.00</u>          | \$ <u>202,505.00</u>   | \$ _____               | \$ _____             |
| Delivery                             |             | <u>16-20 Wks.</u>      | <u>18-20 Wks.</u>             | <u>18-22 Wks.</u>      | _____                  | _____                |
| Bid Bond                             |             | <u>Yes</u>             | <u>Yes</u>                    | <u>Yes</u>             | _____                  | _____                |
| <br>                                 |             |                        |                               |                        |                        |                      |
| <u>Bidder</u><br><b>Schedule III</b> | <u>Qty.</u> | <u>Peak Substation</u> | <u>Substation Enterprises</u> |                        | <u>Distran</u>         |                      |
| 46-15 KV Structure                   | 1           | \$ <u>386,275.00</u>   | \$ <u>345,000.00</u>          | \$ _____               | \$ <u>433,118.00</u>   | \$ _____             |
| Delivery                             |             | <u>16-18 Wks.</u>      | <u>15-17 Wks.</u>             | _____                  | <u>28 Wks.</u>         | _____                |
| Bid Bond                             |             | <u>Yes</u>             | <u>Yes</u>                    | _____                  | <u>Yes</u>             | _____                |
| <br>                                 |             |                        |                               |                        |                        |                      |
| <u>Bidder</u><br><b>Schedule IV</b>  | <u>Qty.</u> | <u>Howard Ind.</u>     | <u>WEG</u>                    | <u>ABB</u>             | <u>Delta Star</u>      | <u>VTC</u>           |
| Power Transformer                    | 2           | \$ <u>Incomplete</u>   | \$ <u>1,133,612.00</u>        | \$ <u>1,384,320.00</u> | \$ _____               | \$ _____             |
| Offloading                           | 2           | \$ _____               | \$ <u>19,000.00</u>           | \$ <u>44,000.00</u>    | \$ _____               | \$ _____             |
| On Site Commissioning                | 2           | \$ _____               | \$ <u>52,430.00</u>           | \$ <u>59,400.00</u>    | \$ _____               | \$ _____             |
| Total                                |             | \$ _____               | \$ <u>1,231,042.00</u>        | \$ <u>1,487,720.00</u> | \$ <u>1,447,144.00</u> | \$ <u>957,218.00</u> |
| Delivery                             |             | _____                  | <u>40-42 Wks.</u>             | <u>32-36 Wks.</u>      | <u>34-40 Wks.</u>      | <u>26-28 Wks.</u>    |
| Bid Bond                             |             | <u>Yes</u>             | <u>Yes</u>                    | <u>Yes</u>             | <u>Yes</u>             | <u>Yes</u>           |

**BID TABULATION (Continued)**

Delivery #6 and Substation P

City of Concord

Concord, North Carolina

Date: April 8, 2020

Time: 2:00 PM, EDST

| Bidder                 | Qty. | S&C          |    |    |    |    |
|------------------------|------|--------------|----|----|----|----|
| <b>Schedule V</b>      |      |              |    |    |    |    |
| 46 KV Circuit Switcher | 2    | \$ 85,184.00 | \$ | \$ | \$ | \$ |
| Delivery               |      | 15-17 Wks.   |    |    |    |    |
| Bid Bond               |      | Yes          |    |    |    |    |

| Bidder                  | Qty. | Myers Power Products | ABB           | Siemens       |    |    |
|-------------------------|------|----------------------|---------------|---------------|----|----|
| <b>Schedule VI</b>      |      |                      |               |               |    |    |
| 15.5 KV Main Breakers   | 2    | \$ 37,640.00         | \$ 36,000.00  | \$ 37,808.00  | \$ | \$ |
| 15.5 KV Feeder Breakers | 6    | \$ 104,844.00        | \$ 97,200.00  | \$ 93,120.00  | \$ | \$ |
| Field Service           |      | \$ 10,604.00         |               |               |    |    |
| Total                   |      | \$ 153,088.00        | \$ 133,200.00 | \$ 130,928.00 | \$ | \$ |
| Delivery                |      |                      | 19 Wks.       | 24-26 Wks.    |    |    |
| Bid Bond                |      | Yes                  | Yes           | Yes           |    |    |

| Bidder                   | Qty. |    |    | Keystone      | EP <sup>2</sup> |    |
|--------------------------|------|----|----|---------------|-----------------|----|
| <b>Schedule VII</b>      |      |    |    |               |                 |    |
| Relay and Control Panel: |      |    |    |               |                 |    |
| Delivery #6              | 1    | \$ | \$ | \$ 61,606.73  | \$ 64,607.00    | \$ |
| Substation P             | 1    | \$ | \$ | \$ 98,189.78  | \$ 102,724.00   | \$ |
| Total                    |      | \$ | \$ | \$ 159,796.51 | \$ 167,331.00   | \$ |
| Delivery                 |      |    |    | 12-14 Wks.    | 16-17 Wks.      |    |
| Bid Bond                 |      |    |    | Yes           | Yes             |    |

| Bidder               | Qty. | Modular Connections | VFP           | Keystone      | EP <sup>2</sup> |    |
|----------------------|------|---------------------|---------------|---------------|-----------------|----|
| <b>Schedule VIII</b> |      |                     |               |               |                 |    |
| Equipment House:     |      |                     |               |               |                 |    |
| Delivery #6          | 1    | \$ 70,056.00        | \$ 71,715.00  | \$ 98,191.10  | \$ 105,121.00   | \$ |
| Substation P         | 1    | \$ 74,738.00        | \$ 78,916.00  | \$ 119,600.27 | \$ 131,458.00   | \$ |
| Offloading           |      | \$ 13,000.00        | \$ 12,730.00  | \$ 19,130.00  | \$ 21,234.00    | \$ |
| Total                |      | \$ 157,794.00       | \$ 163,361.00 | \$ 236,921.37 | \$ 425,144.00   | \$ |
| Delivery             |      | 20 Wks.             | 18-20 Wks.    | 24-26 Wks.    | 20-22 Wks.      |    |
| Bid Bond             |      | Yes                 | Yes           | Yes           | Yes             |    |

**BID TABULATION** (Continued)

Delivery #6 and Substation P  
 City of Concord  
 Concord, North Carolina

Date: April 8, 2020  
 Time: 2:00 PM, EDST

|                           |   |             |          |          |          |          |
|---------------------------|---|-------------|----------|----------|----------|----------|
| <u>Bidder</u>             |   |             |          |          |          |          |
| <b><u>Schedule I</u></b>  |   | <u>Qty.</u> |          |          |          |          |
| 46 KV Switching Structure | 1 | \$ _____    | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Delivery                  |   | _____       | _____    | _____    | _____    | _____    |
| Bid Bond                  |   | _____       | _____    | _____    | _____    | _____    |

|                           |   |                 |                 |                 |                 |                 |
|---------------------------|---|-----------------|-----------------|-----------------|-----------------|-----------------|
| <u>Bidder</u>             |   |                 |                 |                 |                 |                 |
| <b><u>Schedule II</u></b> |   | <u>Qty.</u>     |                 |                 |                 |                 |
| 48.3 KV Main              | 1 | \$ _____        | \$ _____        | \$ _____        | \$ _____        | \$ _____        |
| 48.3 KV Feeder            | 4 | \$ _____        | \$ _____        | \$ _____        | \$ _____        | \$ _____        |
| Total                     |   | \$ <u>_____</u> | \$ <u>_____</u> | \$ <u>_____</u> | \$ <u>_____</u> | \$ <u>_____</u> |
| Delivery                  |   | _____           | _____           | _____           | _____           | _____           |
| Bid Bond                  |   | _____           | _____           | _____           | _____           | _____           |

|                            |   |             |          |          |          |          |
|----------------------------|---|-------------|----------|----------|----------|----------|
| <u>Bidder</u>              |   |             |          |          |          |          |
| <b><u>Schedule III</u></b> |   | <u>Qty.</u> |          |          |          |          |
| 46-15 KV Structure         | 1 | \$ _____    | \$ _____ | \$ _____ | \$ _____ | \$ _____ |
| Delivery                   |   | _____       | _____    | _____    | _____    | _____    |
| Bid Bond                   |   | _____       | _____    | _____    | _____    | _____    |

|                           |   |                        |                 |                 |                 |                 |
|---------------------------|---|------------------------|-----------------|-----------------|-----------------|-----------------|
| <u>Bidder</u>             |   |                        |                 |                 |                 |                 |
| <b><u>Schedule IV</u></b> |   | <u>Qty.</u>            |                 |                 |                 |                 |
| Power Transformer         | 2 | \$ <u>1,370,500.00</u> | \$ _____        | \$ _____        | \$ _____        | \$ _____        |
| Offloading                | 2 | \$ <u>42,074.00</u>    | \$ _____        | \$ _____        | \$ _____        | \$ _____        |
| On Site Commissioning     | 2 | \$ <u>62,050.00</u>    | \$ _____        | \$ _____        | \$ _____        | \$ _____        |
| Total                     |   | \$ <u>1,474,624.00</u> | \$ <u>_____</u> | \$ <u>_____</u> | \$ <u>_____</u> | \$ <u>_____</u> |
| Delivery                  |   | <u>30-34 Wks.</u>      | _____           | _____           | _____           | _____           |
| Bid Bond                  |   | <u>Yes</u>             | _____           | _____           | _____           | _____           |

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

DATE: April 8, 2020

FORMAL BID: Yes

BID DATE: April 8, 2020

DEPARTMENT: Electric Systems, Equipment  
and Materials for Delivery #6 and Substation P  
Schedule 1

| BIDDERS                | AMOUNT       | DELIVERY    |
|------------------------|--------------|-------------|
| Substation Enterprises | \$212,000.00 | 15-17 Weeks |
| Distran                | \$253,593.00 | 28 Weeks    |
| Peak Substation        | \$260,875.00 | 16-18 Weeks |
|                        |              |             |
|                        |              |             |

RECOMMENDATION: Substation Enterprises

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

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

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

◆◆◆◆◆

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

DEPARTMENT HEAD: Bob Pate DATE: 4-22-20

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

◆◆◆◆◆

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS: Wesley Blackburn DATE: 4-22-20

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

◆◆◆◆◆

PURCHASING OFFICIAL: [Signature] DATE: 4/22/20

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

◆◆◆◆◆

FINANCE DIRECTOR: [Signature] DATE: 4/24/20

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

◆◆◆◆◆

APPROVE AS RECOMMENDED:  YES DATE: \_\_\_\_\_  
CITY MANAGER: [Signature] DATE: 4/24/20

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



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

DATE: April 8, 2020

FORMAL BID: Yes

BID DATE: April 8, 2020

DEPARTMENT: Electric Systems, Equipment  
and Materials for Delivery #6 and Substation P  
Schedule 2

| BIDDERS              | AMOUNT       | DELIVERY    |
|----------------------|--------------|-------------|
| Siemens Energy, Inc. | \$174,110.00 | 18-20 Weeks |
| Anixter              | \$182,744.56 | 16-20 Weeks |
| ABB                  | \$202,505.00 | 18-22 Weeks |
|                      |              |             |
|                      |              |             |

RECOMMENDATION: Siemens Energy, Inc.

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

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

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

\*\*\*\*\*

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

DEPARTMENT HEAD: Bob Pate

DATE: 4-22-20

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

\*\*\*\*\*

ASSISTANT CITY MANAGER OR  
EXECUTIVE DIRECTOR OF  
OPERATIONS:

Hubert Blackburn

DATE: 4-22-20

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

\*\*\*\*\*

PURCHASING OFFICIAL: Ra Lh

DATE: 4/22/20

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

\*\*\*\*\*

FINANCE DIRECTOR: Paul

DATE: 4/24/20

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

\*\*\*\*\*

APPROVE AS RECOMMENDED:  YES

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

CITY MANAGER: [Signature]

DATE: 4/24/20

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

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

DATE: April 8, 2020

FORMAL BID: Yes

BID DATE: April 8, 2020

DEPARTMENT: Electric Systems, Equipment  
and Materials for Delivery #6 and Substation P  
Schedule 3

| BIDDERS                | AMOUNT       | DELIVERY    |
|------------------------|--------------|-------------|
| Substation Enterprises | \$345,000.00 | 15-17 Weeks |
| Peak Substation        | \$386,275.00 | 16-18 Weeks |
| Distran                | \$433,118.00 | 28 Weeks    |
|                        |              |             |
|                        |              |             |

RECOMMENDATION: Substation Enterprises

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

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

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

◆◆◆◆◆

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

DEPARTMENT HEAD: *Rale Pate* DATE: 4-22-20

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

◆◆◆◆◆

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS: *Ludwick Blackburn* DATE: 4-22-20

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

◆◆◆◆◆

PURCHASING OFFICIAL: *Bo CC* DATE: 4/22/20

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

◆◆◆◆◆

FINANCE DIRECTOR: *[Signature]* DATE: 4/24/20

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

◆◆◆◆◆

APPROVE AS RECOMMENDED:  YES DATE: \_\_\_\_\_  
CITY MANAGER: *[Signature]* DATE: 4/24/20

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

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

DATE: April 8, 2020

FORMAL BID: Yes

BID DATE: April 8, 2020

DEPARTMENT: Electric Systems, Equipment  
and Materials for Delivery #6 and Substation P  
Schedule 4

| BIDDERS    | AMOUNT         | DELIVERY    |
|------------|----------------|-------------|
| VTC        | \$957,218.00   | 26-28 Weeks |
| WEG        | \$1,231,042.00 | 40-42 Weeks |
| Delta Star | \$1,447,144.00 | 34-40 Weeks |
| ABB        | \$1,487,720.00 | 32-36 Weeks |
| SPX        | \$1,474,624.00 | 30-34 Weeks |

RECOMMENDATION: VTC

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

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

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

◆◆◆◆◆

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

DEPARTMENT HEAD: Bob Pate

DATE: 4-22-20

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

◆◆◆◆◆

ASSISTANT CITY MANAGER OR  
EXECUTIVE DIRECTOR OF  
OPERATIONS:

Leaherick Blackburn

DATE: 4-22-20

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

◆◆◆◆◆

PURCHASING OFFICIAL: Rya L. Lee

DATE: 4/22/20

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

◆◆◆◆◆

FINANCE DIRECTOR: [Signature]

DATE: 4/24/20

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

◆◆◆◆◆

APPROVE AS RECOMMENDED:  YES

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

CITY MANAGER: [Signature]

DATE: 4/24/20

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

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

DATE: April 8, 2020

FORMAL BID: Yes

BID DATE: April 8, 2020

DEPARTMENT: Electric Systems, Equipment  
and Materials for Delivery #6 and Substation P  
Schedule 5

| BIDDERS | AMOUNT      | DELIVERY    |
|---------|-------------|-------------|
| S&C     | \$85,184.00 | 15-17 Weeks |
|         |             |             |
|         |             |             |
|         |             |             |

RECOMMENDATION: S&C

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

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

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

◆◆◆◆◆

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

DEPARTMENT HEAD: Bob Pate DATE: 4-22-20

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

◆◆◆◆◆

ASSISTANT CITY MANAGER OR  
EXECUTIVE DIRECTOR OF  
OPERATIONS:

Henrich Blackburn DATE: 4-22-20

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

◆◆◆◆◆

PURCHASING OFFICIAL: Ryck DATE: 4/22/20

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

◆◆◆◆◆

FINANCE DIRECTOR: [Signature] DATE: 4/24/20

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

◆◆◆◆◆

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

CITY MANAGER: [Signature] DATE: 4/24/20

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



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

DATE: April 8, 2020

FORMAL BID: Yes

BID DATE: April 8, 2020

DEPARTMENT: Electric Systems, Equipment  
and Materials for Delivery #6 and Substation P  
Schedule 6

| BIDDERS               | AMOUNT       | DELIVERY    |
|-----------------------|--------------|-------------|
| Siemens Industry, Inc | \$130,928.00 | 24-26 Weeks |
| ABB                   | \$133,200.00 | 19 Weeks    |
| Myers Power Products  | \$153,088.00 | N/A         |
|                       |              |             |
|                       |              |             |

RECOMMENDATION: Siemens

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

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

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

◆◆◆◆◆

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

DEPARTMENT HEAD: Bob Pate DATE: 4-22-20

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

◆◆◆◆◆

ASSISTANT CITY MANAGER OR  
EXECUTIVE DIRECTOR OF  
OPERATIONS:

Wendell Blackburn DATE: 4-22-20

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

◆◆◆◆◆

PURCHASING OFFICIAL: Ryan DATE: 4/22/20

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

◆◆◆◆◆

FINANCE DIRECTOR: Paul DATE: 4/24/20

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

◆◆◆◆◆

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

CITY MANAGER: [Signature] DATE: 4/24/20

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

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

DATE: April 8, 2020

FORMAL BID: Yes

BID DATE: April 8, 2020

DEPARTMENT: Electric Systems, Equipment  
and Materials for Delivery #6 and Substation P  
Schedule 7

| BIDDERS  | AMOUNT       | DELIVERY    |
|----------|--------------|-------------|
| Keystone | \$159,796.51 | 12-14 Weeks |
| EP2      | \$167,331.00 | 16-17 Weeks |
|          |              |             |
|          |              |             |
|          |              |             |

RECOMMENDATION: Keystone

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

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

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

◆◆◆◆◆

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

DEPARTMENT HEAD: Bob Pate

DATE: 4-22-20

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

◆◆◆◆◆

ASSISTANT CITY MANAGER OR  
EXECUTIVE DIRECTOR OF  
OPERATIONS:

Leondrich Blackon

DATE: 4-22-20

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

◆◆◆◆◆

PURCHASING OFFICIAL: Ryan

DATE: 4/22/20

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

◆◆◆◆◆

FINANCE DIRECTOR: Parth

DATE: 4/24/20

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

◆◆◆◆◆

APPROVE AS RECOMMENDED:  YES

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

CITY MANAGER: [Signature]

DATE: 4/24/20

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



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

DATE: April 8, 2020

FORMAL BID: Yes

BID DATE: April 8, 2020

DEPARTMENT: Electric Systems, Equipment  
and Materials for Delivery #6 and Substation P  
Schedule 8

| BIDDERS             | AMOUNT       | DELIVERY    |
|---------------------|--------------|-------------|
| Modular Connections | \$157,794.00 | 20 Weeks    |
| VFP                 | \$163,361.00 | 18-20 Weeks |
| Keystone            | \$236,921.37 | 24-26 Weeks |
| EP2                 | \$425,144.00 | 20-22 Weeks |
|                     |              |             |

RECOMMENDATION: Modular Connections

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

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

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

◆◆◆◆◆

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

DEPARTMENT HEAD: *Boak Pate* DATE: 4-22-20

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

◆◆◆◆◆

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS: *Henrich Blackba* DATE: 4-22-20

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

◆◆◆◆◆

PURCHASING OFFICIAL: *[Signature]* DATE: 4/22/20

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

◆◆◆◆◆

FINANCE DIRECTOR: *[Signature]* DATE: 4/24/20

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

◆◆◆◆◆

APPROVE AS RECOMMENDED:  YES DATE: \_\_\_\_\_  
CITY MANAGER: *[Signature]* DATE: 4/24/20

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



## FINANCE ROUTING SHEET

Date: 4/8/2020

Department: Electric

### Award Information

Awarded To: Substation Enterprises, Inc.  
Project Number: 6949-5801145  
Bid Amount: \$212,000.00  
Bid Number: 2436

| Financial Information                        | Yes                      | No                                  |
|--|--------------------------|-------------------------------------|
| Does this item require additional personnel? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Does this item require additional equipment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will this item increase operating costs?     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will this item require in-kind services?     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

### Budgetary Impact

State/Federal Funds Required: None  
City Funds Required: \$212,000.00  
Other Financial Resources: None  
In-Kind Services Required: None  
Budget Code: 6949-5801145

### Comments

Schedule I of formal bid received 4-8-2020 for Delivery #6 and Substation P Equipment



## FINANCE ROUTING SHEET

Date: 4/8/2020

Department: Electric

### Award Information

Awarded To: Siemens Energy, Inc.  
Project Number: 6949-5801145  
Bid Amount: \$174,110.00  
Bid Number: 2436

| Financial Information                        | Yes                      | No                                  |
|--|--------------------------|-------------------------------------|
| Does this item require additional personnel? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Does this item require additional equipment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will this item increase operating costs?     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will this item require in-kind services?     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

### Budgetary Impact

State/Federal Funds Required: None  
City Funds Required: \$174,110.00  
Other Financial Resources: None  
In-Kind Services Required: None  
Budget Code: 6949-5801145

### Comments

Schedule II of formal bid received 4-8-2020 for Delivery #6 and Substation P Equipment



## FINANCE ROUTING SHEET

Date: 4/8/2020

Department: Electric

### Award Information

Awarded To: Substation Enterprises, Inc.  
Project Number: 6949-5801145  
Bid Amount: \$345,000.00  
Bid Number: 2436

| Financial Information                        | Yes                      | No                                  |
|--|--------------------------|-------------------------------------|
| Does this item require additional personnel? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Does this item require additional equipment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will this item increase operating costs?     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will this item require in-kind services?     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

### Budgetary Impact

State/Federal Funds Required: None  
City Funds Required: \$345,000.00  
Other Financial Resources: None  
In-Kind Services Required: None  
Budget Code: 6949-5801145

### Comments

Schedule III of formal bid received 4-8-2020 for Delivery #6 and Substation P Equipment



## FINANCE ROUTING SHEET

**Date:** 4/8/2020

**Department:** Electric

### Award Information

**Awarded To:** Virginia Transformer Corporation  
**Project Number:** 6949-5801145  
**Bid Amount:** \$957,218.00  
**Bid Number:** 2436

| Financial Information                        | Yes                      | No                                  |
|--|--------------------------|-------------------------------------|
| Does this item require additional personnel? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Does this item require additional equipment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will this item increase operating costs?     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will this item require in-kind services?     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

### Budgetary Impact

**State/Federal Funds Required:** None  
**City Funds Required:** \$957,218.00  
**Other Financial Resources:** None  
**In-Kind Services Required:** None  
**Budget Code:** 6949-5801145

### Comments

Schedule IV of formal bid received 4-8-2020 for Delivery #6 and Substation P Equipment



## FINANCE ROUTING SHEET

Date: 4/8/2020

Department: Electric

### Award Information

Awarded To: S&C Electric Company  
Project Number: 6949-5801145  
Bid Amount: \$85,184.00  
Bid Number: 2436

| Financial Information                        | Yes                      | No                                  |
|--|--------------------------|-------------------------------------|
| Does this item require additional personnel? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Does this item require additional equipment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will this item increase operating costs?     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will this item require in-kind services?     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

### Budgetary Impact

State/Federal Funds Required: None  
City Funds Required: \$85,184.00  
Other Financial Resources: None  
In-Kind Services Required: None  
Budget Code: 6949-5801145

### Comments

Schedule V of formal bid received 4-8-2020 for Delivery #6 and Substation P Equipment





## FINANCE ROUTING SHEET

Date: 4/8/2020

Department: Electric

### Award Information

Awarded To: Siemens Industry, Inc.  
Project Number: 6949-5801145  
Bid Amount: \$130,928.00  
Bid Number: 2436

| Financial Information                        | Yes                      | No                                  |
|--|--------------------------|-------------------------------------|
| Does this item require additional personnel? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Does this item require additional equipment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will this item increase operating costs?     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will this item require in-kind services?     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

### Budgetary Impact

State/Federal Funds Required: None  
City Funds Required: \$130,928.00  
Other Financial Resources: None  
In-Kind Services Required: None  
Budget Code: 6949-5801145

### Comments

Schedule VI of formal bid received 4-8-2020 for Delivery #6 and Substation P Equipment



## FINANCE ROUTING SHEET

Date: 4/8/2020

Department: Electric

### Award Information

Awarded To: Keystone Electrical Manufacturing Co.

Project Number: 6949-5801145

Bid Amount: \$159,796.51

Bid Number: 2436

| Financial Information                        | Yes                      | No                                  |
|--|--------------------------|-------------------------------------|
| Does this item require additional personnel? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Does this item require additional equipment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will this item increase operating costs?     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will this item require in-kind services?     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

### Budgetary Impact

State/Federal Funds Required: None

City Funds Required: \$159,796.51

Other Financial Resources: None

In-Kind Services Required: None

Budget Code: 6949-5801145

### Comments

Schedule VII of formal bid received 4-8-2020 for Delivery #6 and Substation P Equipment



## FINANCE ROUTING SHEET

Date: 4/8/2020

Department: Electric

### Award Information

Awarded To: Modular Connections, LLC.

Project Number: 6949-5801145

Bid Amount: \$157,794.00

Bid Number: 2436

| Financial Information                        | Yes                      | No                                  |
|--|--------------------------|-------------------------------------|
| Does this item require additional personnel? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Does this item require additional equipment? | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will this item increase operating costs?     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| Will this item require in-kind services?     | <input type="checkbox"/> | <input checked="" type="checkbox"/> |

### Budgetary Impact

State/Federal Funds Required: None

City Funds Required: \$157,794.00

Other Financial Resources: None

In-Kind Services Required: None

Budget Code: 6949-5801145

### Comments

Schedule VIII of formal bid received 4-8-2020 for Delivery #6 and Substation P Equipment



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 - 4/2/2020  
B&G MEZZANINE UPFIT 2019-054

| Contractor | Bid Bond (5%) | Receipt of Addenda | Qualification Statement | HUB/Minority Listing | TOTAL Bid     |
|------------|---------------|--------------------|-------------------------|----------------------|---------------|
| RATZLAFF   | ✓             | ✓                  |                         |                      | \$ 198,154.00 |
| IKE'S      | ✓             | ✓                  |                         |                      | \$ 198,000.00 |
| LILES      | ✓             | ✓                  |                         |                      | \$ 203,962.00 |
|            |               |                    |                         |                      |               |
|            |               |                    |                         |                      |               |
|            |               |                    |                         |                      |               |
|            |               |                    |                         |                      |               |
|            |               |                    |                         |                      |               |
|            |               |                    |                         |                      |               |
|            |               |                    |                         |                      |               |
|            |               |                    |                         |                      |               |



Bid Tabulation Sheet Summary  
 Bid No. 2441  
 Rutherford Cemetery Improvements - City of Concord Project No. 2016-028  
 Bids Received April 15, 2020, 10:00 AM

|             |                                     |   |
|-------------|-------------------------------------|---|
| CONTRACTOR: | Carolina Siteworks, Inc.            | Ike's Construction Inc  |
| ADDRESS:    | PO Box 280<br>China Grove, NC 28023 | 2319 Concord Lake Rd<br>Concord, NC 28025<br>8037                   |
| LICENSE #:  |                                     | Trull Contracting, LLC<br>PO Box 379<br>Midland, NC 28107<br>117781 |

| Item No.                                       | Sect. No. | Description   | Estimated Quantity | Unit | Unit Cost           | Total Cost   | Unit Cost           | Total Cost   | Unit Cost           | Total Cost   |
|--|-----------|---|--------------------|------|---------------------|--------------|---------------------|--------------|---------------------|--------------|
| 1  | 800       | Mobilization  | 1                  | LS   | \$ 4,571.00         | \$ 4,571.00  | \$ 28,000.00        | \$ 28,000.00 | \$ 5,000.00         | \$ 5,000.00  |
| 2  | 801       | Construction Surveying  | 1                  | LS   | \$ 3,000.00         | \$ 3,000.00  | \$ 6,000.00         | \$ 6,000.00  | \$ 3,000.00         | \$ 3,000.00  |
| 3  | SP-01     | Comprehensive Grading   | 1                  | LS   | \$ 15,000.00        | \$ 15,000.00 | \$ 18,000.00        | \$ 18,000.00 | \$ 20,000.00        | \$ 20,000.00 |
| 4  | SP-03     | Select Material   | 300                | TN   | \$ 30.00            | \$ 9,000.00  | \$ 40.00            | \$ 12,000.00 | \$ 30.00            | \$ 9,000.00  |
| 5  | SP-04     | Borrow Excavation   | 50                 | CY   | \$ 25.00            | \$ 1,250.00  | \$ 30.00            | \$ 1,500.00  | \$ 30.00            | \$ 1,500.00  |
| 6  | 270       | Geotextile for Soil Stabilization, MIRAFI 500 X or equivalent | 900                | SY   | \$ 1.60             | \$ 1,440.00  | \$ 4.80             | \$ 4,320.00  | \$ 5.00             | \$ 4,500.00  |
| 7  | 226       | Undercut Excavation   | 100                | CY   | \$ 20.00            | \$ 2,000.00  | \$ 30.00            | \$ 3,000.00  | \$ 30.00            | \$ 3,000.00  |
| 8  | SP-05     | Chain Link Fence Removal                                      | 260                | LF   | \$ 10.00            | \$ 2,600.00  | \$ 24.00            | \$ 6,240.00  | \$ 15.00            | \$ 3,900.00  |
| 9  | 520       | Aggregate Base Course   | 250                | TN   | \$ 50.00            | \$ 12,500.00 | \$ 81.00            | \$ 20,250.00 | \$ 40.00            | \$ 10,000.00 |
| 10   | 610       | Asphalt Concrete Surface Course, Type S9.5B                   | 95                 | TN   | \$ 108.00           | \$ 10,260.00 | \$ 204.00           | \$ 19,380.00 | \$ 125.00           | \$ 11,875.00 |
| 11   | 620       | Asphalt Binder for Plant Mix                                  | 6                  | TN   | \$ 600.00           | \$ 3,600.00  | \$ 720.00           | \$ 4,320.00  | \$ 600.00           | \$ 3,600.00  |
| 12   | 654       | Asphalt Plant Mix, Pavement Repair                            | 6                  | TN   | \$ 250.00           | \$ 1,500.00  | \$ 420.00           | \$ 2,520.00  | \$ 200.00           | \$ 1,200.00  |
| 13   | 305       | 18" R.C. Drainage Pipe, Class III                             | 130                | LF   | \$ 85.00            | \$ 11,050.00 | \$ 55.00            | \$ 7,150.00  | \$ 50.00            | \$ 6,500.00  |
| 14   | 305       | 18" PVC Drainage Pipe   | 80                 | LF   | \$ 80.00            | \$ 6,400.00  | \$ 57.00            | \$ 4,560.00  | \$ 50.00            | \$ 4,000.00  |
| 15   | 840       | Masonry Drainage Structure 840.14                             | 1                  | EA   | \$ 1,600.00         | \$ 1,600.00  | \$ 1,500.00         | \$ 1,500.00  | \$ 3,000.00         | \$ 3,000.00  |
| 16   | 840       | Masonry Drainage Structure 840.34                             | 1                  | EA   | \$ 2,031.00         | \$ 2,031.00  | \$ 1,300.00         | \$ 1,300.00  | \$ 3,000.00         | \$ 3,000.00  |
| 17   | 840       | Frame with Grate Std 840.16                                   | 1                  | EA   | \$ 500.00           | \$ 500.00    | \$ 500.00           | \$ 500.00    | \$ 500.00           | \$ 500.00    |
| 18   | 840       | Frame with Cover Std 840.54                                   | 1                  | EA   | \$ 450.00           | \$ 450.00    | \$ 500.00           | \$ 500.00    | \$ 500.00           | \$ 500.00    |
| 19   | 876       | Rip Rap, Class B  | 2                  | TN   | \$ 50.00            | \$ 100.00    | \$ 100.00           | \$ 200.00    | \$ 100.00           | \$ 200.00    |
| 20   | 876       | Geotextile for Drainage                                       | 10                 | SY   | \$ 1.60             | \$ 16.00     | \$ 10.00            | \$ 100.00    | \$ 5.00             | \$ 50.00     |
| 21   | 300       | Foundation Conditioning Material, Minor Structures            | 50                 | TN   | \$ 28.00            | \$ 1,400.00  | \$ 40.00            | \$ 2,000.00  | \$ 50.00            | \$ 2,500.00  |
| 22   | 300       | Foundation Conditioning Geotextile                            | 100                | SY   | \$ 2.00             | \$ 200.00    | \$ 5.00             | \$ 500.00    | \$ 5.00             | \$ 500.00    |
| 23   | 1605      | Temporary Silt Fence  | 750                | LF   | \$ 3.50             | \$ 2,625.00  | \$ 4.00             | \$ 3,000.00  | \$ 3.50             | \$ 2,625.00  |
| 24   | 1610      | Sediment Control Stone  | 3                  | TN   | \$ 50.00            | \$ 150.00    | \$ 100.00           | \$ 300.00    | \$ 50.00            | \$ 150.00    |
| 25   | 1632      | 1/4" Hardware Cloth   | 15                 | LF   | \$ 10.00            | \$ 150.00    | \$ 10.00            | \$ 150.00    | \$ 20.00            | \$ 300.00    |
| 26   | 1631      | Matting for Erosion Control                                   | 300                | SY   | \$ 8.00             | \$ 2,400.00  | \$ 5.00             | \$ 1,500.00  | \$ 5.00             | \$ 1,500.00  |
| 27   | 1660      | Seeding and Mulching  | 0.7                | AC   | \$ 4,500.00         | \$ 3,150.00  | \$ 7,000.00         | \$ 4,900.00  | \$ 3,000.00         | \$ 2,100.00  |
| <b>Estimated Base Cost</b>                     |           |   |                    |      | <b>\$98,943.00</b>  |              | <b>\$153,690.00</b> |              | <b>\$104,000.00</b> |              |
| <b>10% Contingency</b>                         |           |   |                    |      | <b>\$9,894.30</b>   |              | <b>\$15,369.00</b>  |              | <b>\$10,400.00</b>  |              |
| <b>Total Estimated Cost</b>                    |           |   |                    |      | <b>\$108,837.30</b> |              | <b>\$169,059.00</b> |              | <b>\$114,400.00</b> |              |
| <b>Bid Security (5%)</b>                       |           |   |                    |      | Yes                 |              | Yes                 |              | Yes                 |              |
| Irregularities (see highlighted areas on form) |           |   |                    |      | None.               |              | None.               |              | None.               |              |

CERTIFICATION: This is certified to be an accurate tabulation of bids received for the project.


**AN ORDINANCE TO TEMPORARILY CLOSE CERTAIN STATE-MAINTAINED ROADS FOR A SPECIAL EVENT  
ORGANIZED BY THE CITY OF CONCORD, NC**

**WHEREAS**, North Carolina General Statute 20-169 authorizes local authorities to regulate by ordinance the use of a highway within their jurisdiction by processions, assemblages or anything that may be construed as a procession or assemblage, and

**WHEREAS**, the City of Concord will consult with the local NCDOT Division office to verify that a proposed event will not 1) interfere with other planned special events and  
2) impact or be impacted by planned maintenance or other activities., and

**WHEREAS**, the City of Concord will co-sponsor with Cabarrus Health Alliance and hold The Concord International Festival on September 19, 2020; and

**WHEREAS**, this event will require the temporary closing of Cabarrus Ave (SR 1002) between Market St., SW and Church St., S.

**NOW, THEREFORE, BE IT ORDAINED** by the Council of the City of Concord, North Carolina, that Cabarrus Ave (SR 1002) between Market St., SW and Church St., S be closed to vehicular traffic on September 19, 2020 between the hours of 8:00 A.M. and 8:00 P.M.

City will place signage as appropriate advising the Public of the closing.

A copy of this Ordinance shall be forwarded to the local NCDOT Division Office. Adopted this 14<sup>th</sup> day of May, 2020.

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

ATTEST:

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

APPROVED AS TO FORM:

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



## **AMENDMENT TO THE AGREEMENT BETWEEN CLIENT AND Carolina Power & Signalization, Inc.**

This is Amendment number (1) dated May 01, 2020 to the agreement between The City of Concord, NC ("Client") and Carolina Power & Signalization, Inc ("Contractor") dated , 1 July 2018 ("the Agreement") concerning Installation of Traffic Equipment and Associated Construction and Maintenance work Contract No. 4513- FY 18-19 and, the extension dated, 1 July 2019

The Contractor has entered into the Agreement with Client for the furnishing of Installation of Traffic Equipment and Associated Construction, and the parties now desire to amend the Agreement.

The Agreement is amended to include services to be performed by Contractor for compensation as set forth below in accordance with the terms of the Agreement, which are incorporated by reference **in the attached quotes.**

Contractor will perform the following services:

### **PROJECT UNDERSTANDING**

It is our understanding that the Client wishes to contract with Carolina Power & Signalization, Inc. and its subcontractors for 2 (two) signalized intersection builds: Union Street and Cabarrus Avenue (asset # 10-0404) and Union Street and Corban Avenue (asset # C-9512). These services include decommissioning of the current existing signalized intersections as well as re-build and installation of said signalized intersections.

It is understood that there are items in the quote that specify which materials are supplied by the City.

### **SCOPE OF SERVICES**

#### **TASK 01 – INTERSECTION DECOMMISSIONING**

This task refers to the items needed to be performed for an intersection decommissioning:

- Signalized equipment removal: heads, wire, cabinet and other items as applicable
- Pole removal
- Removal of existing concrete foundations if determined to be necessary.
- Incidentals related to the above mentioned.

#### **TASK 02– INTERSECTION BUILD**

This task refers to the items needed to be performed for the intersection build:

- Soil testing
- Foundation building
- Cabinet installation
- Pole installation
- Wire equipment installation
- Incidentals related to the above mentioned.

Contractor and Client agree to the following general schedule in connection with the services set forth above:

**Timeline: check with contractor**

We will provide our services expeditiously as practicable to meet a mutually agreed-upon schedule.

The fees for the services described in the tasks above are included in the attached quotes:

Fees will be invoiced as stipulated in the master agreement.

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

**CITY OF CONCORD**

**CAROLINA POWER & SIGNALIZATION, INC.**

By: \_\_\_\_\_  
City Manager

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

ATTEST

ATTEST

\_\_\_\_\_  
City Clerk

\_\_\_\_\_  
Title \_\_\_\_\_

SEAL

SEAL

**APPROVED AS TO FORM**

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

Carolina Power & Signalization, Inc.  
 PO Box 53650  
 Fayetteville, NC 28305

# Estimate

Phone - 910-323-5589  
 Fax - 910-323-0137

|           |            |
|-----------|------------|
| Date      | Estimate # |
| 4/13/2020 | CPS1144    |

|   |
|---|
| Name / Address  |
| City of Concord 4513-FY19-20<br>P.O. Box 308<br>Concord, NC 28026-308 |

|          |         |
|----------|---------|
| P.O. No. | Project |
|          |         |

| Item          | Item # | Description   | Contract Qty | U/M | Rate     | Installed q... | Total     |
|---------------|--------|---|--------------|-----|----------|----------------|-----------|
|               |        | RE: Cabarrus Ave. @ Union Street  |              |     |          |                |           |
| Mobilization  |        | Mobilization  | 1            | ls  | 8,000.00 |                | 8,000.00  |
| Signal        |        | Pedestrian Signal with countdown (Black) CITY SUPPLIED                            | 8            | ea  | 375.00   |                | 3,000.00  |
| Overhead c... |        | 16-7 Signal cable   | 6,800        | lf  | 3.50     |                | 23,800.00 |
| Signal        |        | 3 section signal head (Black) CITY SUPPLIED                                       | 8            | ea  | 250.00   |                | 2,000.00  |
| Underground   |        | Paved trenching (If it can be bored)  | 35           | lf  | 55.00    |                | 1,925.00  |
| Underground   |        | Directional drilling (if it can be bored)   | 315          | lf  | 25.00    |                | 7,875.00  |
| Signal        |        | Junction Box - oversize   | 4            | ea  | 750.00   |                | 3,000.00  |
| Undergroun... |        | 14-2 lead-in cable  | 3,200        | lf  | 2.25     |                | 7,200.00  |
| Signal        |        | Cabinet & Controller - CITY SUPPLIED  | 1            | ea  | 1,200.00 |                | 1,200.00  |
| Signal        |        | Electrical Service  | 1            | ea  | 1,200.00 |                | 1,200.00  |
| Signal        |        | Cabinet foundation  | 1            | ea  | 850.00   |                | 850.00    |
| Signal        |        | Base extender   | 1            | ea  | 75.00    |                | 75.00     |
| Signal        |        | Signs for Signals - MA  | 5            | ea  | 550.00   |                | 2,750.00  |
| Signal        |        | Street name signs   | 4            | ea  | 650.00   |                | 2,600.00  |
| Signal        |        | Type II pedestal with foundation (Black) CITY SUPPLIED                            | 3            | ea  | 1,000.00 |                | 3,000.00  |
| Signal        |        | Drilled pier foundation   | 2            | ea  | 7,500.00 |                | 15,000.00 |
| Metal poles   |        | Soil test   | 2            | ea  | 1,100.00 |                | 2,200.00  |
| Metal poles   |        | Double mast arm pole - CITY SUPPLIED  | 2            | ea  | 3,000.00 |                | 6,000.00  |
| Signal        |        | Traffic signal removal (no foundation removal)                                    | 1            | ea  | 4,000.00 |                | 4,000.00  |
| Signal        |        | Camera detection - CITY SUPPLIED  | 4            | ea  | 900.00   |                | 3,600.00  |
| signals - LS  |        | Concrete testing  | 1            | ls  | 2,200.00 |                | 2,200.00  |
|               |        | NOTE: No Communication in this price<br>If concrete removal needed add \$8,000.00 |              |     |          |                |           |

**Total** \$101,475.00

Carolina Power & Signalization, Inc.  
 PO Box 53650  
 Fayetteville, NC 28305

# Estimate

Phone - 910-323-5589  
 Fax - 910-323-0137

|           |            |
|-----------|------------|
| Date      | Estimate # |
| 4/13/2020 | CPS1145    |

|   |
|---|
| Name / Address  |
| City of Concord 4513-FY19-20<br>P.O. Box 308<br>Concord, NC 28026-308 |

|          |         |
|----------|---------|
| P.O. No. | Project |
|          |         |

| Item          | Item # | Description   | Contract Qty | U/M | Rate     | Installed q... | Total     |
|---------------|--------|---|--------------|-----|----------|----------------|-----------|
|               |        | RE: Union St. @ Corban Ave.                               |              |     |          |                |           |
| Mobilization  |        | Mobilization  | 1            | ls  | 8,000.00 |                | 8,000.00  |
| Signal        |        | Pedestrian signal with countdown<br>(Black) CITY SUPPLIED | 8            | ea  | 375.00   |                | 3,000.00  |
| Overhead c... |        | 16-7 signal cable   | 7,200        | lf  | 3.50     |                | 25,200.00 |
| Signal        |        | 3 section signal head (BLACK) CITY<br>SUPPLIED            | 6            | ea  | 250.00   |                | 1,500.00  |
| Signal        |        | 4 section signal head (BLACK) CITY<br>SUPPLIED            | 4            | ea  | 250.00   |                | 1,000.00  |
| Signal        |        | 5 section signal head (BLACK) CITY<br>SUPPLIED            | 2            | ea  | 250.00   |                | 500.00    |
| Underground   |        | Paved trenching (If it can be bored)                      | 125          | lf  | 55.00    |                | 6,875.00  |
| Underground   |        | Directional drilling (if it can be bored)                 | 330          | lf  | 25.00    |                | 8,250.00  |
| Signal        |        | Junction box - oversize                                   | 4            | ea  | 750.00   |                | 3,000.00  |
| Undergroun... |        | 14-2 lead-in cable  | 3,600        | lf  | 2.25     |                | 8,100.00  |
| Signal        |        | Cabinet & Controller - CITY<br>SUPPLIED                   | 1            | ea  | 1,200.00 |                | 1,200.00  |
| Signal        |        | Electrical service  | 1            | ea  | 1,200.00 |                | 1,200.00  |
| Signal        |        | Cabinet foundation  | 1            | ea  | 850.00   |                | 850.00    |
| Signal        |        | Base extender   | 1            | ea  | 75.00    |                | 75.00     |
| Signal        |        | Street name signs   | 4            | ea  | 650.00   |                | 2,600.00  |
| Signal        |        | Type I pedestal (BLACK)                                   | 1            | ea  | 1,800.00 |                | 1,800.00  |
| Signal        |        | Drilled pier foundation                                   | 4            | ea  | 7,500.00 |                | 30,000.00 |
| Metal poles   |        | Soil test   | 4            | ea  | 1,100.00 |                | 4,400.00  |
| Metal poles   |        | Single mast arm pole - CITY<br>SUPPLIED                   | 4            | ea  | 3,000.00 |                | 12,000.00 |
| Signal        |        | Traffic signal removal (no foundation<br>removal)         | 1            | ea  | 4,000.00 |                | 4,000.00  |
| Signal        |        | Camera detection - CITY OWNED                             | 4            | ea  | 900.00   |                | 3,600.00  |
| signals - LS  |        | Concrete testing  | 1            | ls  | 2,200.00 |                | 2,200.00  |

**Total** \$129,350.00

CONTRACT ADDENDUM

THIS CONTRACT ADDENDUM is made and entered into this 1st day of July, 2019 by and between the City of Concord (hereinafter "City") located at 35 Cabarrus Ave., W, Concord, North Carolina, and Carolina Power & Signalization, (hereinafter "Contractor") located at PO Box 53650, Fayetteville, NC 28305;

WITNESSETH:

WHEREAS, the City and Contractor entered into an agreement dated June 28, 2018 for Contractor to perform work at the charges set forth on Exhibit "A," Services for City, attached to the June 28, 2018 Contract No. 4513-FY18-19; and

WHEREAS, Sec. 5. **Term** of the agreement provided that the services will begin on June 28, 2018 and end on June 30, 2019; and

WHEREAS, Page 2 of the General Conditions, Exhibit "G" **Time of Contract** of the agreement provides that the Contract shall not be automatically extended unless agreed to in writing by the City or as provided in Exhibit "A"; and

WHEREAS, the Contractor has requested in writing that the City consider extending the Contract for an additional year at the same quoted prices as provided by the Contractor in the Standard Form Construction Contract dated June 28, 2018 and the City desires to extend the June 28, 2018 Contract No. 4513-FY18-19;

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

1. Sect. 5. **Term** of the Standard Form Construction Contract dated June 28, 2018 is hereby amended to read as follows:

The Contractor will begin the services on July 1, 2019 and shall end on June 30, 2020.

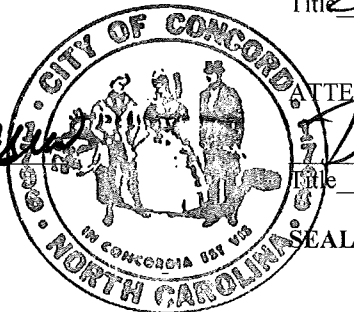
- 2. All other terms and conditions of the Agreement dated June 28, 2018 shall remain in full force and effect.
- 3.

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

CITY OF CONCORD  
By: [Signature]  
City Manager

CAROLINA POWER & SIGNALIZATION, INC.  
By: [Signature]  
Title President

ATTEST,  
[Signature]  
City Clerk



ATTEST  
[Signature]  
Title Vice President

SEAL

APPROVED AS TO FORM

[Signature]  
City Attorney

APPROVAL BY CITY FINANCE OFFICER

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

[Signature]  
Pam Hinson, Director of Finance



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
06-18-19

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

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

|   |                              |                       |
|---|------------------------------|-----------------------|
| <b>PRODUCER</b><br>Lamarr Johnson & Associates, Inc.<br>P.O. Box 489<br><br>Fayetteville NC 28302 | <b>CONTACT NAME:</b>         |                       |
|   | <b>PHONE (A/C, No, Ext):</b> | <b>FAX (A/C, No):</b> |
|   | <b>E-MAIL ADDRESS:</b>       |                       |
| <b>INSURER(S) AFFORDING COVERAGE</b>  |                              | <b>NAIC #</b>         |
| <b>INSURER A : SELECTIVE INSURANCE COMPANY</b>  |                              |                       |
| <b>INSURER B :</b>  |                              |                       |
| <b>INSURER C :</b>  |                              |                       |
| <b>INSURER D :</b>  |                              |                       |
| <b>INSURER E :</b>  |                              |                       |
| <b>INSURER F :</b>  |                              |                       |

|                  |                            |                         |
|------------------|----------------------------|-------------------------|
| <b>COVERAGES</b> | <b>CERTIFICATE NUMBER:</b> | <b>REVISION NUMBER:</b> |
|------------------|----------------------------|-------------------------|

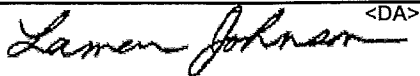
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

| INSR LTR | TYPE OF INSURANCE  | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS   |  |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|--|
| A        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC<br>OTHER: | X         | X        | S 1851424     | 06-12-2019              | 06-12-2020              | EACH OCCURRENCE \$ 1,000,000                     |  |
|          | DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000   |           |          |               |                         |                         |  |  |
|          | MED EXP (Any one person) \$ 10,000   |           |          |               |                         |                         |  |  |
|          | PERSONAL & ADV INJURY \$ 1,000,000   |           |          |               |                         |                         |  |  |
| A        | <input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> NON-OWNED AUTOS   | X         |          | S 1851424     | 06-12-2019              | 06-12-2020              | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 |  |
|          | BODILY INJURY (Per person) \$  |           |          |               |                         |                         |  |  |
|          | BODILY INJURY (Per accident) \$  |           |          |               |                         |                         |  |  |
| A        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input checked="" type="checkbox"/> RETENTION \$0  | X         |          | S 1851424     | 06-12-2019              | 06-12-2020              | EACH OCCURRENCE \$ 4,000,000                     |  |
|          | AGGREGATE \$ 4,000,000   |           |          |               |                         |                         |  |  |
|          | \$   |           |          |               |                         |                         |  |  |
| A        | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br><input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   | Y/N       | N/A      | X             | WC 7978622              | 06-12-2019              | 06-12-2020                                       | <input checked="" type="checkbox"/> PER STATUTE <input checked="" type="checkbox"/> OTH-ER |
|          | E.L. EACH ACCIDENT \$ 500,000  |           |          |               |                         |                         |  |  |
|          | E.L. DISEASE - EA EMPLOYEE \$ 500,000  |           |          |               |                         |                         |  |  |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT \$ 500,000           |  |

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

COVERAGE FOR ANY LEASED, LOANED, RENTED, BORROWED, OR HIRED EQUIPMENT W/\$425,000 MAX. LIMIT ON ANY ONE ITEM.

THE CITY OF CONCORD IS NAMED ADDITIONAL INSURED AS REQUIRED BY WRITTEN CONTRACT. WAIVER OF SUBROGATION IS GRANTED IN FAVOR OF THE CITY OF CONCORD ON G.L. AND W.C. POLICIES.

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>CITY OF CONCORD<br>ATT: RISK MANAGEMENT<br>PO BOX 308<br>CONCORD, NC 28026-0308 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE  <DA> |
|--|---|



**PERFORMANCE BOND**

Date of Execution of this Bond January 30, 2019

Name and Address of Principal (Contractor) Carolina Power & Signalization, Inc.  
1416 Middle River Loop  
Fayetteville, NC 28312

Name and Address of Surety Selective Insurance Company of America  
Branchville, NJ 07890

Name and Address of Contracting Body City of Concord  
35 Cabarrus Ave., West, P.O. Box 308  
Concord, North Carolina 28025

Amount of Bond \$88,000 (eighty-eight thousand)

Contract That certain contract by and between the Principal and the Contracting Body above named dated Notice to Proceed Date specified on EXHIBIT G For: **Traffic Signal Equip. And Const. Maint.**  
**Contract No. 4513-FY18-19**

KNOW ALL MEN BY THESE PRESENTS, that we, the PRINCIPAL and SURETY above named, are held and firmly bound unto the above-named Contracting Body, hereinafter called the Contracting Body, in the penal sum of the amount stated above for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal entered into a certain contract with the Contracting Body, identified as shown above and hereto attached;

NOW THEREFORE, if the Principal shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term of said contract and any extensions thereof that may be granted by the Contracting Body, with or without notice to the Surety, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of the contract that may hereafter be made, notice of which modifications to the Surety being hereby waived, then, this obligation to be void; otherwise, to remain in full force and virtue.

**PERFORMANCE BOND: (Continued)**

THIS PERFORMANCE BOND is made and given pursuant to the requirements and provisions of Section 129 of Chapter 143 of the General Statutes of North Carolina and pursuant to Article 3 of Chapter 44-A of the General Statutes of North Carolina, and each and every provision set forth and contained in Section 129 of Chapter 143 and in Article 3 of Chapter 44-A of the General Statutes of North Carolina is incorporated herein, made a part hereof, and deemed to be conclusively written into this Bond.

IN WITNESS WHEREOF, the above-bounden parties have executed this instrument under their several seals as of the date indicated above, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned and representative, pursuant to authority of its governing body.

WITNESS:

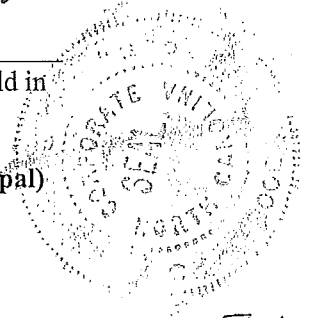
\_\_\_\_\_  
(Proprietorship or Partnership)

Garret L. Fulcher  
Principal (Name of individual and trade name,  
partnership, corporation, or joint venture)

BY Garret L. Fulcher (SEAL)

TITLE President  
(Owner, Partner, Office held in  
corporation, joint venture)

(Corporate Seal of Principal)



ATTEST: (Corporation)

BY [Signature]

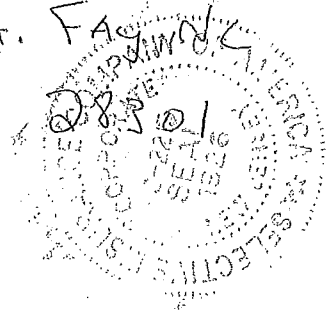
TITLE Corporation Secretary  
(Corporation Secretary or  
Assistant Secretary Only)

Selective Insurance Co. of America  
Surety (Name of Surety Company)

BY Laman Johnson

TITLE Attorney in Fact

(Corporate Seal of Surety)



WITNESS:

[Signature]

COUNTERSIGNED:

225 S. Cool Spring St. Fayetteville, NC  
(Address of Attorney in Fact)

[Signature]  
N.C. Licensed Resident Agent

Selective Insurance Company of America  
40 Wantage Avenue, Bond SBU  
Branchville, New Jersey 07890  
973-948-3000

Bond No. B 1211316

**LABOR AND MATERIAL PAYMENT BOND**

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS, that (Here insert full name and address or legal title of Contractor)

**Carolina Power & Signalization, Inc.**  
of 719A Mockernut Dr. Fayetteville, NC 28312

as Principal, hereinafter called Principal, and, (Here insert full name and address or legal title of Surety)

**SELECTIVE INSURANCE COMPANY OF AMERICA**, Wantage Avenue, Branchville, NJ 07890

as Surety, hereinafter called Surety, are held and firmly bound unto (Here insert full name and address or legal title of Owner)  
**City of Concord**

**PO Box 308 Concord, NC 28026-0308**

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of  
**Eighty Eight Thousand Dollars (\$88,000.00)**

for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated **July 25th 2018** entered into a contract with Owner for

**Contract #4513-FY 18-19, Concord**

in accordance with Drawings and specifications prepared by (Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. A claimant is defined as one having a direct contract with the Principal or with a Subcontractor of the Principal for labor, material, or both, used or reasonably required for use in the performance of the Contract, labor and material being construed to include that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental of equipment directly applicable to the Contract.

2. The above named Principal and Surety hereby jointly and severally agree with the Owner that every claimant as herein defined, who has not been paid in full before the expiration of a period of ninety (90) days after the date on which the last of such claimant's work or labor was done or performed, or materials were furnished by such claimant, may sue on this bond for the use of such claimant, prosecute the suit to final judgment for such sum or sums as may be justly due claimant, and have execution thereon. The owner shall not be liable for the payment of any costs or expenses of any such suit.

3. No suit or action shall be commenced hereunder by any claimant:

a) Unless claimant, other than one having a direct contract with the Principal, shall have given written notice to any two of the following: the Principal, the Owner, or the Surety above named, within ninety

(90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed, such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the Principal, Owner or Surety, at any place where an office is regularly maintained for the transaction of business or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer.

b) After the expiration of one (1) year after the day on which the last of the labor was performed or material was supplied by claimant, it being understood, however, that if any limitation embodied in this bond is prohibited by any law controlling the construction hereof such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law:

c) Other than in a state court of competent jurisdiction in and for the county or other political subdivision of the state in which the Project, or any part thereof, is situated, or in the United States District Court for the district in which the project, or any part thereof, is situated, and not elsewhere.

4. The amount of this bond shall be reduced by and to the extent of any payment or payments made in good faith hereunder, inclusive of the payment by Surety of mechanics' liens which may be filed of record against said improvement, whether or not claim for the amount of such lien be presented under and against this bond.

Signed and Sealed this **30th** day of **January**

, **2019**

Amy Sawicki  
(Witness)

Carolina Power & Signalization, Inc.  
(Principal) [Signature] (Seal)  
(Title)

Debbie Welch  
(Witness)

Selective Insurance Company of America  
(Surety) [Signature] (Seal)  
(Title) Attorney-in-Fact



**SELECTIVE**®

Selective Insurance Company of America  
40 Wantage Avenue  
Branchville, New Jersey 07890  
973-948-3000

**BondNo.B 1211316**

**POWER OF ATTORNEY**

Class A-1 Performance Bond

**SELECTIVE INSURANCE COMPANY OF AMERICA**, a New Jersey corporation having its principal office at 40 Wantage Avenue, in Branchville, State of New Jersey ("SICA"), pursuant to Article VII, Section 1 of its By-Laws, which state in pertinent part:

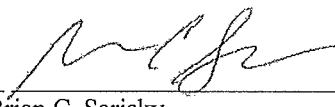
The Chairman of the Board, President, Chief Executive Officer, any Executive Vice President, any Senior Vice President or any Corporate Secretary may, from time to time, appoint attorneys in fact, and agents to act for and on behalf of the Corporation and they may give such appointee such authority, as his/her certificate of authority may prescribe, to sign with the Corporation's name and seal with the Corporation's seal, bonds, recognizances, contracts of indemnity and other writings obligatory in the nature of a bond, recognizance or conditional undertaking, and any of said Officers may, at any time, remove any such appointee and revoke the power and authority given him/her.

does hereby appoint **Robert Lamarr Johnson**

, its true and lawful attorney(s)-in-fact, full authority to execute on SICA's behalf fidelity and surety bonds or undertakings and other documents of a similar character issued by SICA in the course of its business, and to bind SICA thereby as fully as if such instruments had been duly executed by SICA's regularly elected officers at its principal office, in amounts or penalties not exceeding the sum of: **Eighty Eight Thousand Dollars (\$88,000.00)**

Signed this 30th day of January, 2019

SELECTIVE INSURANCE COMPANY OF AMERICA

By: 

Brian C. Sarisky  
Its SVP, Strategic Business Units, Commercial Lines



CERTIFIED COPY

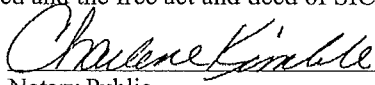
STATE OF NEW JERSEY :

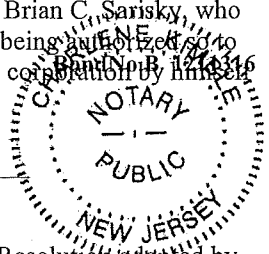
:ss. Branchville

COUNTY OF SUSSEX :

On this 30th day of January, 2019 before me, the undersigned officer, personally appeared Brian C. Sarisky, who acknowledged himself to be the Sr. Vice President of SICA, and that he, as such Sr. Vice President, being authorized to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the corporation by himself as Sr. Vice President and that the same was his free act and deed and the free act and deed of SICA.

**Charlene Kimble**  
Notary Public of New Jersey  
My Commission Expires 6/2/2021

  
Notary Public



The power of attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of SICA at a meeting duly called and held on the 6th of February 1987, to wit:

"RESOLVED, the Board of Directors of Selective Insurance Company of America authorizes and approves the use of a facsimile corporate seal, facsimile signatures of corporate officers and notarial acknowledgements thereof on powers of attorney for the execution of bonds, recognizances, contracts of indemnity and other writing obligatory in the nature of a bond, recognizance or conditional undertaking."

**CERTIFICATION**

I do hereby certify as SICA's Corporate Secretary that the foregoing extract of SICA's By-Laws and Resolution is true in force and effect and this Power of Attorney issued pursuant to and in accordance with the By-Laws is valid.

Signed this 30th day of January, 2019

  
Michael H. Lanza, SICA Corporate Secretary



Important Notice: If the bond number embedded within the Notary Seal does not match the number in the upper right-hand corner of this Power of Attorney, contact us at 973-948-3000.

B91 (4-14)



Response to RFQ No. 2440  
Surveying, Design, and  
Estimate of Sidewalk  
on the Pedestrian  
Improvement Program

April 16, 2020



11020 David Taylor Drive  
Suite 300  
Charlotte, NC 28262



# 1 COVER LETTER



City of Concord Transportation Department  
**Attn: Phillip Graham, PE**  
635 Alfred Brown Jr. Ct SW, Concord, NC 28026

11020 David Taylor Drive  
Suite 300  
Charlotte, NC 28262

Re: Request for Qualifications--Surveying, Design, and Estimate of Sidewalk on the Pedestrian Improvement Program (RFQ No. 2440)

**Expression of firm's interest and why you feel your firm is best suited for the Pedestrian Improvement Program contract.** The City of Concord (City) is seeking professional services for surveying, design, cost estimates, and complete drawing and plans for various proposed sidewalk locations in the City. SEPI, Inc. (SEPI) offers the right fit for this important endeavor because of our proven track record of success on similar assignments for a variety of municipal clients across North Carolina. Our in-house, multi-disciplinary approach will allow for close and continuous coordination throughout the life of the contract. We commit to respond timely to your requests, to deliver quality work products, and to provide innovative solutions that are tailored to the City's needs.

Founded in 2001, SEPI is an award-winning **Woman-Owned Business** and is recognized by the State of NC as a **Historically Underutilized Business (HUB)** and will lead the contract as Prime. SEPI is local and understands the challenges in the area. Joining us as Subconsultants will be **Alpha & Omega (A&O)**, a SPSF firm, to provide structural services; **Professional Property Services, Inc. (PPS)** for survey and acquisition services; and **Kleinfelder** to provide geotechnical services.

SEPI commits capable, experienced, and knowledgeable professionals to this contract and will work in close partnership with the City. We are primed to deliver the requested services, to begin work once a Notice-to-Proceed is issued, and to maintain project schedules with the availability and depth of our operations staff. Further, SEPI has the capability to provide additional resources to meet future needs and the ability to respond quickly to these demands given the proximity of our staff.

**Scott Allen, PE** will serve as our Project Manager and Primary Point-of-Contact for the contract. Scott has over 32 years of experience in transportation construction management, project development, project administration, and project management. Prior to joining SEPI, he served the NCDOT as the Division Construction Engineer, Resident Engineer, Assistant Resident Engineer and County Maintenance Engineer for over 13 years in Division 10. He also spent 14 years in the NCDOT Central Construction Unit as the Roadway Construction Engineer for Divisions 10 and 12. **The City will be well served by Scott's commitment to this contract and experience with the pedestrians' needs and wants of the of the City.**

**Statement regarding firms' possible conflict(s) of interest for the work.** The SEPI Team has no conflict of interest with this contract or the City. We look forward to serving as an extension of City staff with the goal of improving operational and safety improvements in the community.

**The name, phone number, and email address of the person who the City should contact if questions arise regarding the firm's submittal.** Please do not hesitate to contact Barry Moose directly by phone at (704) 714-4880 or via email at [bmoose@sepiinc.com](mailto:bmoose@sepiinc.com), if you have any questions regarding our submittal.

Sincerely,

Barry Moose, PE | Principal-in-Charge, SEPI, Inc.

|   |    |
|---|----|
| <b>TABLE OF CONTENTS</b>                          |    |
| <b>SECTION 1</b><br>Cover Letter                  | 2  |
| <b>SECTION 2</b><br>Organization                  | 3  |
| <b>SECTION 3</b><br>Qualifications and Experience | 10 |
| <b>SECTION 4</b><br>Core Services                 | 13 |
| <b>SECTION 5</b><br>Project Management            | 17 |



# 2 ORGANIZATION OF CONSULTANT TEAM

Provide a team organization chart showing all firms and names of specific staff proposed for this project, including their titles. Although there is no required goal, the City encourages use of any minority-owned, women-owned, and small business enterprises (M/W/SBE). Please see below for the organizational chart.

Statement indicating how the work described in this RFQ will fit into the total workload of the firm. SEPI employs a staff of more than 300 professionals and has offices in Charlotte, Raleigh, and Wilmington, NC as well as Charleston, SC that enable us to reach many parts of the Southeast quickly. SEPI has sufficient available staff capacity required to provide timely and responsive services to the City and meet the schedule for this project. SEPI's other project commitments will not interfere with our ability to successfully manage and complete this contract.

Detailed resumes for key staff. Please include the office location in which each individual is located. Please see pages 4 through 9 for team resumes.



QA/QC

**Ben Crawford** PE  
Quality Assurance/Control

PIC

**Barry Moose** PE  
Principal in Charge

PRIMARY CONTACT

**Scott Allen** PE  
Project Manager

TECHNICAL LEAD

**Mike Taylor** PE, LEED AP  
Technical Expert



Roadway/Sidewalk Design

**Mike Taylor** PE, LEED AP  
**Tyler Neal** EI  
**Hannah McGee** EI  
**Abby Preston** EI

Environmental

**Bob Lepsic** PWS Lead  
**Chris Sheats** PWS

Survey

**David Lee** PLS  
**Mike Case** PLS  
**Eric Case**

Traffic Control Plans

**Steve Miller** PE

Planning/Public Involvement

**Rajit Ramkumar** PE, LEED AP  
**Ashley Gallaugher**  
**Alex McCarn**

Hydraulic Design/ Erosion Control

**Holly Miller** PE, CPESC, CFM  
**Andy Howell** PE, CFM  
**Janaki Bhagat** PE  
**Taylor Williams** EI

Utility Coordination

**Chris Corriher** PE, PMP  
**Daniel Vondenhuevel** EI

Geotechnical Kleinfelder

**Xavier Barrett**  
**Thomas Wells** PE

Structural Alpha & Omega

**Glenn Zeblo** PE  
**Michael Meyer** PE

Right-of-Way, Survey PPS

**Daryl Long** PLS  
**Paula Holmes**  
**Justin Williams** PLS

**Barry Moose PE**  
Principal-in-Charge

MBA, UNC Charlotte  
BS, Civil Engineering, UNC Charlotte



- Located in Charlotte
- 36 years of experience
- Experience managing large contracts in excess of \$100 million
- Traditional construction
- Design-build
- Public Private Partnership (P3)

*Barry has extensive experience in construction engineering and inspection as well as maintenance and operations activities. While employed with NCDOT, he served as Division Engineer where he managed a staff of more than 550 engineers and technicians and was responsible for all aspects of NCDOT's transportation program within Division 10 (Anson, Cabarrus, Mecklenburg, Stanly, and Union Counties).*

**RELEVANT EXPERIENCE**

**Town of Cornelius, Gem Street and Hickory Street Sidewalks and Multi-Use Path, Cornelius, NC** Principal-In-Charge responsible for construction engineering oversight and management.

**City of Charlotte, CEI On-Call, Various Neighborhood Improvement Projects, Charlotte, NC** Principal-in-Charge responsible for construction engineering oversight and management. SEPI is providing on-call staff for numerous City projects as a supplement to existing City Staff.

**City of Charlotte, CEI & Plan Review 2014 and 2018, Charlotte, NC** Principal-in-Charge responsible for

construction engineering oversight and management. SEPI provided plan reviews ranging in completion from 50% to 100% for various City of Charlotte projects.

**City of Charlotte, CATS Blue Line Capacity Expansion Project (BLCEP), Charlotte, NC** Principal-in-Charge responsible for overseeing the CATS Blue Line Capacity Expansion project which upgraded the capacity of the LYNX Blue Line Light Rail Line to meet current and future ridership demand.

**Ben Crawford PE**  
QA/QC

BS, Civil Engineering, NC State University



- Located in Raleigh
- 17 years of experience
- Roadway design
- Complete Streets
- Greenway design
- Traffic control
- Signing and pavement marking
- Certified by FHWA for traffic noise models

*Ben has experience providing transportation solutions to improve safety and accessibility in communities across North Carolina. His responsibilities as Transportation Director include leading SEPI's Hydraulic Design, Roadway Design, and Traffic Engineering groups and serving in an advisory role for a variety of complex transportation projects including traditional and design-build delivery methods.*

**RELEVANT EXPERIENCE**

**Town of Cornelius, Gem Street and Hickory Street Sidewalks and Multi-Use Path, Cornelius, NC** Roadway Task Manager responsible for QA/QC. SEPI is providing surveying, roadway design, natural resource investigations, storm drainage design, traffic control design, signing and pavement marking design, construction cost estimating, and right-of-way plats.

**Town of Louisburg, Bickett Boulevard and Johnson Street Federally-Funded Sidewalk Improvements, Louisburg, NC** Roadway Project Manager responsible for design of approximately 0.5-miles of five-foot sidewalks along Johnson Street and Bickett Boulevard.

**City of Durham, Lasalle Street Bike/Pedestrian Improvements, Durham, NC** Project Manager responsible for preliminary engineering services for the construction of 0.69-miles of sidewalk improvements.

**City of Durham, Carpenter Fletcher Road Bike/Pedestrian Improvements, Durham, NC** Project Manager responsible for preliminary engineering services for road widening and construction of 0.62-mile of bike/pedestrian improvements.

**Scott Allen PE**  
**Project Manager**

BS, Civil Engineering,  
NC State University



- Located in Charlotte
- 33 years of experience
- Construction management oversight experience
- Familiar with the NCDOT's Standard Specifications and Roadway Standard Drawings
- Contract administration

*Scott has experience in transportation construction management including maintenance operations. Prior to joining SEPI, Scott was employed by the NCDOT where he served as Division Construction Engineer in Division 10 for over three years. He also spent over 10 years in Division 10 as a Resident Engineer, Assistant Resident Engineer, and County Maintenance Engineer.*

**RELEVANT EXPERIENCE**

**City of Concord, U-5522 DMS Installation, Cabarrus County, NC**  
Project Manager responsible for providing QA/QC oversight on construction materials testing, project documentation, contract administration, project claims avoidance, and project closeout.

**City of Mount Holly, Mount Holly River Front Greenway, Gaston County, NC**  
Project Manager responsible for contract administration as owner's representative. Services include constructability reviews, project scheduling, managing document control, monitoring environmental permits for compliance, pay estimates, claims avoidance, and project closeout.

**City of Charlotte, Construction Inspection and Construction Management for Stormwater Services, Charlotte, NC**  
Project Manager and main point-of-contact responsible for turn-key construction management services for various stormwater projects.

**City of Asheville, Construction Inspection and Material Testing Services, TIGER VI Suite of Projects, Asheville, NC**  
Project Manager responsible for management of field operations and performing contract administration duties.

**Mike Taylor PE, LEED AP**  
**Technical Lead**

BCE, Construction Management,  
NC State University  
Associate of Civil Engineering  
Technology, Asheville-Buncombe  
Technical Community College



- Located in Raleigh
- 22 years of experience
- Project management
- Technical design
- Pedestrian focus design
- Client support
- LAPP project delivery
- Project design, scheduling, permitting, and estimating

*Mike is a civil engineering professional with over 22 years of experience in the North Carolina market. His experience in leading and designing public and private transportation projects includes design-build, interstate, roadway widening, intersection upgrades. In recent years Mike has focused primarily on pedestrian focused projects, an has experience designing and delivering protected intersection, multi-use-paths, cycle tracks, protected bike lanes, and streetscape designs. Additionally, he has developed excellent working relationships with the NCDOT, USFWS, NCDEQ, and local governments.*

**RELEVANT EXPERIENCE**

**Town of Louisburg, North Main Street/Smoketree Way Sidewalks Improvement Project (C-5610E), Louisburg, NC**  
Roadway Lead responsible for bike, pedestrian, and sidewalk design services. The project involves 950 LF of sidewalk along Smoketree Way, 1,295 LF along North Main Street, and a new crosswalk installation.

**Little Texas Road Sidewalk, EB-5844 Kannapolis, NC**  
Project Manager responsible for location/topographic survey; SUE; wetland and stream delineations; sidewalk, drainage, and erosion control design; environmental planning including a public meeting; and traffic control, signing, and pavement marking plans.

**Town of Garner, Timber Drive Sidewalk Connectors (C-5604RA), Garner, NC**  
Project Engineer responsible for project review of sidewalk plans, drainage, erosion control, traffic control, estimate, and bid document preparation.

**City of Durham, LaSalle Street Sidewalks Design ( EB-5703), Durham, NC**  
Roadway Lead responsible for assisting with design, adherence to City and NCDOT design policies and permitting, technical design review, and QA/QC review. This project is serving to improve the pedestrian facilities with 6,020 LF of new sidewalk and pavement marking design.

**ADDITIONAL PROJECTS**

**City of Charlotte Sidewalk On-Call, Bryant Farms Sidewalk**

**City of Charlotte DeArmon Road Complete Streets, Charlotte NC**

**Winston-Salem, Little Creek Greenway, PH 2A**





**Tyler Neal EI**  
*Roadway/Sidewalk Design*

BS, Civil Engineering, UNC Charlotte

- Located in Charlotte
- 4 years of experience
- Transportation planning
- Traffic engineering
- Synchro
- AutoCAD Civil 3D
- Highway Capacity software

*Tyler has four years of experience as a Transportation Designer in SEPI's Roadway Department. He has experience with transportation planning, traffic engineering, and design of highways.*

**EXPERIENCE**

City of Charlotte Sidewalk On-Call, Mecklenburg County, NC  
 Town of Louisburg, Bickett Boulevard and Johnson Street Sidewalk Improvements, Louisburg, NC  
 Town of Cornelius, Gem Street and Hickory Street Sidewalks and Multi-Use Path, Cornelius, NC

City of Charlotte, DeArmon Road Complete Streets Improvements, Charlotte, NC  
 Downtown Kannapolis Signal Design, Kannapolis, NC



**Hannah McGee EI**  
*Roadway/Sidewalk Design*

BS, Civil Engineering, UNC Charlotte

- Located in Charlotte
- 5 years of experience
- Sidewalk designs
- Reviewing plans
- Data collection
- Traffic engineering
- Design of highways

*Hannah has four years of experience with traffic engineering and design of highways. She has been with SEPI for three years and is experienced in horizontal and vertical alignments, reviewing plans, sidewalk designs, and cross sections.*

**EXPERIENCE**

City of Charlotte Sidewalk On-Call, Mecklenburg County, NC  
 City of Charlotte, DeArmon Road Complete Streets Improvements, Charlotte, NC  
 Town of Cornelius, Gem Street and Hickory Street Sidewalks and Multi-Use Path, Cornelius, NC

Town of Louisburg, Bickett Boulevard and Johnson Street Sidewalk Improvements, Louisburg, NC  
 CATS, LYNX Blue Line Extension (BLE) - Final Design, Charlotte, NC



**Abby Preston EI**  
*Roadway/Sidewalk Design*

MS, Civil Engineering, UNC Charlotte  
 BS, Environmental Studies, Davidson College

- Located in Charlotte
- 3 years of experience
- Plan preparation
- ADA compliance for sidewalks and ramps
- Organizing and analyzing data
- Experience with GIS
- Experience conducting geological surveys and soil testing

*Abby has three years of experience in engineering and construction. She has experience writing and editing technical reports, organizing data for regulatory compliance, and upholding safety requirements.*

**EXPERIENCE**

City of Charlotte Sidewalk On-Call, Mecklenburg County, NC  
 City of Charlotte, DeArmon Road Complete Streets Improvements, Charlotte, NC  
 Little Texas Road Sidewalk, EB-5844 Kannapolis, NC

Town of Cornelius, Gem Street and Hickory Street Sidewalks and Multi-Use Path, Cornelius, NC  
 2016 Charlotte Sidewalk On-call, Rail Trail Gaps Project, NC

**Bob Lepsic PWS**  
**Environmental**

BS, Biology,  
Clarion University of Pennsylvania



- Located in Raleigh
- 25 years of experience
- Environmental science expert
- Environmental assessments for future development
- Experience with local NC municipalities
- Training includes Rosgen Level I - IV, Wildland Hydrology

Bob has over 25 years of experience as an environmental scientist. He has experience managing and conducting stream and wetland restoration projects for various public and private clients throughout the eastern United States.

EXPERIENCE

City of Durham, LaSalle Street Sidewalks Design ( EB-5703), Durham, NC

City of Durham, Carpenter Fletcher Bike/Pedestrian Sidewalk Improvements (U-4726 HO), Durham, NC

City of Raleigh, Barwell Road Widening, Raleigh, NC

Five Mile Branch Stream and Wetland Restoration, Iredell County, NC

City of Raleigh, Crabtree Valley Interceptor Improvements, Wake County, NC

**David Lee PLS**  
**Survey**

BS, Civil Engineering,  
NC State University



- Located in Charlotte
- 30 years of experience
- Experience leading survey crews
- Experience with estimating services
- Prior experience in NCDOT Division 10
- Past President of the Mecklenburg County Surveyors Society

David is responsible for leading SEPI's surveying and SUE operations. He works to establish strategic direction that yields superior results, client relationships, and identification of leading-edge technology.

EXPERIENCE

Town of Louisburg, North Main Street/Smoketree Way Sidewalks Improvement Project, Louisburg, NC

City of Kannapolis, EB-5844 Little Texas Road, Cabarrus County, NC

City of Durham Police Headquarters Brownfield Survey, NC

Wake County Public School System, Miller-Motte Site, Survey and SUE, Wake County, NC

**Steve Miller PE**  
**Traffic Control Plans**

BS, Civil Engineering,  
Pennsylvania State University



- Located in Raleigh
- 17 years of experience
- Design and coordination of transportation management plans
- Signing plans, work zone traffic control, + pavement markings
- Qualified in TMP work zone levels of significance 1-4

Steve's expertise spans traffic operations for multi-modal facilities including detour design, temporary signing and delineation, and phased construction methods for maintaining traffic flow and pedestrian safety.

EXPERIENCE

City of Durham, Carpenter Fletcher Bike/Pedestrian Sidewalk Improvements (U-4726 HO), Durham, NC

Town of Cary, Sidewalk Improvements, SW Cary Parkway at Crabtree Creek, Cary, NC

City of Charlotte DeArmon Road Complete Streets, Charlotte NC

City of Durham, West Club Boulevard Corridor Utility Rehabilitation, Traffic Control Services, Durham, NC

Town of Louisburg, Bickett Boulevard and Johnson Street Sidewalk Improvements, Louisburg, NC

**Rajit Ramkumar PE,**  
LEED AP  
*Planning/Public Involvement*  
MCE, NC State University;  
Bachelor of Technology, Civil  
Engineering, University of Kerala



- **Located in Raleigh**
- **17 years of experience**
- **Experience with SEPA/NEPA**
- **Experience with environmental assessments for future development**
- **Experience working with local NC municipalities**

*Rajit's expertise spans greenway facilities, feasibility studies, SEPA/NEPA, urban planning, environmental screening, permitting, parking, traffic noise analysis and grant assistance.*

**EXPERIENCE**

City of Durham, EB-5703 LaSalle Street Sidewalks Design, Durham, NC

City of Durham, Carpenter Fletcher Bike/Pedestrian Sidewalk Improvements (U-4726 HO), Durham, NC

City of Raleigh, Barwell Road Widening, Raleigh, NC

Town of Cary, Intersection Improvements-FY2016, Cary, NC

Durham Public Schools, Northern High School Replacement, Environmental Services, Durham, NC

**Holly Miller PE,**  
CPESC, CFM  
*Hydraulic Design/Erosion Control*  
BS, Civil Engineering, Clarkson University; Graduate Certificate, BioAg Engineering Watershed Assessment and Restoration, NC State University



- **Located in Raleigh**
- **18 years of experience**
- **Hydraulic and hydrologic design**
- **Familiar with Capital Improvement Programs**
- **Budget and project management**
- **Municipal and state/federal permitting**

*Holly is experienced in roadway and infrastructure design including evaluation and review of floodplain changes for CLOMR-F, No-Rise, and revisions to floodplain mapping.*

**EXPERIENCE**

City of Durham, Carpenter Fletcher Bike/Pedestrian Sidewalk Improvements (U-4726 HO), Durham, NC

City of Raleigh, Barwell Road Widening, Raleigh, NC

NCDOT, R-5858 NC 58/NC 24 Lane Improvements, Carteret County, NC

City of Durham, Lasalle Street Bike/Pedestrian Improvements, Durham, NC

**Chris Corriher PE, PMP**  
*Utility Coordination*  
BS, Civil Engineering,  
NC State University



- **Located in Charlotte**
- **30 years of experience**
- **Planning, managing, and supervising highway maintenance and construction operations**
- **Standards and safety procedures**
- **Scheduling and technician oversight**

*Chris has over 30 years of experience in operations and maintenance project management. Prior to joining SEPI, he served the NCDOT as Assistant District Engineer, Rowan County Maintenance Engineer, and as District Engineer in Division 9.*

**EXPERIENCE**

City of Lincolnton – Highway 27 Sidewalk Connector (C-5606l) - CEI, NC

Town of Garner, Timber Drive Sidewalk Connectors Project (C5604RA), Garner, NC

City of Salisbury, Grants Creek Greenway (EB-5619A), Salisbury, NC

Town of Apex Pavement Condition Survey, Apex, NC



**Andy Howell PE, CFM**  
**Hydraulic Design/Erosion Control**

BS, Environmental Engineering,  
 NC State University



- Located in Raleigh
- 15 years of experience
- Hydraulic and water resources engineering
- Level III certified for sedimentation and erosion control
- Rosgen Level II

*Andy's experience involves hydraulic analysis and design; sedimentation and erosion control design and permitting; flood modeling and FEMA compliance coordination; and stormwater design and permitting.*

**EXPERIENCE**

City of Durham, Carpenter Fletcher Bike/Pedestrian Sidewalk Improvements (U-4726 HO), Durham, NC

City of Durham, Lasalle Street Bike/Pedestrian Improvements, Durham, NC

Town of Cary, Intersection Improvements-FY2016, Cary, NC

City of Raleigh, Barwell Road Widening, Raleigh, NC

**Chris Sheats PWS**  
**Environmental**

BS, Botany, NC State University



- Located in Raleigh
- 17 years of experience
- Environmental Scientist
- Aquatic Biologist
- Endangered Species Permit in NC for Neuse River Water Dog, Carolina Madtom, Freshwater Mussel

*Chris' experience includes managing and leading natural resource investigations throughout all eco-regions of the Southeast including jurisdictional wetland and stream delineations and wetland and stream mitigation.*

**EXPERIENCE**

City of Durham, Carpenter Fletcher Bike/Pedestrian Sidewalk Improvements (U-4726 HO), Durham, NC

City of Raleigh, Barwell Road Widening, Raleigh, NC

NCDOT, U-5729 US 421 Carolina Beach Road Improvements, Wilmington, NC

NCDOT, Division 2, On-Call Engineering Support Services, Multiple Locations, NC

**Mike Case PLS**  
**Survey**

Associate of Applied Science, Civil Engineering, Asheville-Buncombe Technical Community College



- Located in Charlotte
- 47 years of experience
- Project management
- Budgetary control
- Overall QA/QC
- Boundary, topographic, construction, control, and GPS survey projects

*Mike has extensive knowledge and experience in various areas of land surveying services. His areas of practice include transportation, environmental, residential land development, water/waste water resources, and telecommunications.*

**EXPERIENCE**

City of Charlotte, Unspecified Surveying Services, Nations Ford Sidewalk Gap, NC

City of Kannapolis, EB-5844 Little Texas Road Sidewalk, NC

Greensboro Sidewalk Project P05070-Lees Chapel Road & P05085-Yanceyville Street, Greensboro, NC

City of Charlotte, On-Call Surveying Services for Various Projects, Charlotte Metro Area, NC

UNC Charlotte, Open-Ended Service Agreement, Charlotte, NC

# 3 QUALIFICATIONS AND EXPERIENCE

## On-Call Pedestrian Improvements, Complete Streets Design, and Construction Administration

Charlotte, NC



**DESCRIPTION** The City of Charlotte selected SEPI to provide on-call sidewalk design services in accordance with the Charlotte Sidewalk Retrofit Policy.

Where possible, projects will seek to provide safe walking routes connecting residential areas to activity areas such as schools, parks, churches, etc. by retrofitting sidewalk where development has left gaps in the sidewalk network. The projects may also install pedestrian lighting, flashing beacons, accessible curb ramps, and pedestrian crosswalks. Current task orders include:

**Bryant Farms Sidewalk Design** The project will complete sidewalk gaps along a one-mile segment of Bryant Farms Road, a two-lane urban collector, maintained by the NCDOT. The sidewalk will be placed behind the existing ditch and shoulder section, except in tight areas where constraints such as existing utilities can be avoided by placing curb and gutter to minimize the proposed sidewalk

footprint. The sidewalk design for the proposed improvement is consistent with the Urban Street Design Guidelines and includes the development of 3D model from which three static image exhibits were made.

**Rail Trail Gaps Project** The project is located in Southend, an active multi-modal community of Charlotte with dense residential and commercial zoning fronting a light rail. SEPI is completing gaps to connect missing links including geometric design, drainage, retaining walls, and utilities in close proximity to the active light rail track.

**Tuckaseegee Road Sidewalk Gap** The 1.75-mile project located just west of Uptown Charlotte near I-85 and I-485 will provide pedestrian crossovers and

fill sidewalk gaps, connecting single and multi-family residential communities with a park, shopping center, three schools, and 10 churches.

**SERVICES RENDERED** The project will include geometric design, drainage, pavement marking, signing, and utilities.

**KEY STAFF INVOLVED** Mike Taylor, Tyler Neal, Hannah McGee, Abby Preston, Steve Miller

**PROJECT DURATION** Ongoing/ Estimated 2022 completion

### PROJECT REFERENCE

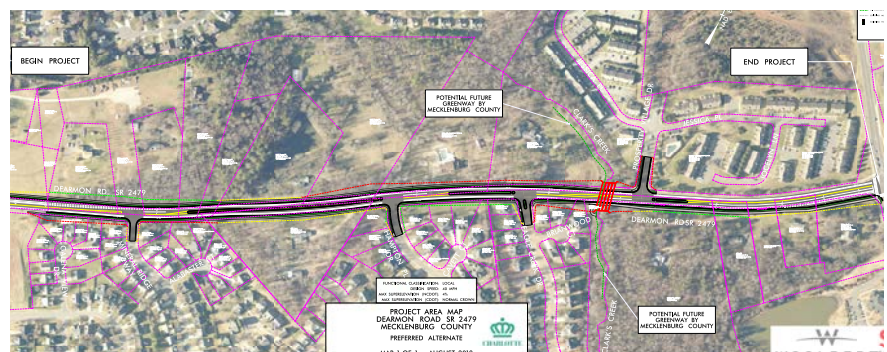
**Derrel Poole**, *City of Charlotte*  
600 East Fourth Street,  
Charlotte, NC 28202

**Phone** (704) 353-1794

**Email** dpoole@ci.charlotte.nc.us

## DeArmon Road Complete Street Improvements

Charlotte, NC



**DESCRIPTION** SEPI is providing roadway design, traffic control, pavement marking, signing, and traffic analysis services for the 0.75-mile widening of DeArmon Road. The project originated from the City of Charlotte's Comprehensive Neighborhood Improvement Program for the Prosperity Village Area and has moved forward into final design as a funded project.

Buffered bike lanes, pedestrian facilities, planted medians, and a connection from the Prosperity Village center to a planned future Mecklenburg County Greenway are being provided as part

of a Complete Streets upgrade to this NCDOT maintained roadway. During the CNIP planning phase, SEPI provided alternatives analysis and cost estimating for various widening and typical section alternatives, as required by the Urban Street Design Guidelines "6-Step Process."

**SERVICES RENDERED** The project will include geometric design, drainage, pavement marking, signing, and utilities.

**KEY STAFF INVOLVED** Mike Taylor, Tyler Neal, Hannah McGee, Abby Preston, Steve Miller

**PROJECT DURATION** Ongoing

### PROJECT REFERENCE

**Paul Smith**, *Woolpert, Inc.*  
11301 Carmel Commons Blvd, Suite  
300, Charlotte, NC 28226

**Phone** (704) 526-3114

**Email** paul.smith@woolpert.com

## Lasalle Street Bike/Pedestrian Improvements (EB-5703) Durham, NC



**DESCRIPTION** This project is serving to improve the pedestrian facilities along Lasalle Street with approximately 6,020-LF of new sidewalk and pavement marking design. SEPI improvements include sidewalks for both sides of the roadway from Kangaroo Drive to US 70 Business including improvements to an at grade railroad crossing.

**SERVICES RENDERED** SEPI's responsibilities included project management, surveying, roadway/civil design, environmental permitting, stormwater management, wetland and stream delineations, T&E species habitat assessment, preparation of a NEPA Programmatic Categorical Exclusion, public involvement, deed research and right-of-way (ROW)/easement mapping for ROW acquisition, and traffic management plans.

**KEY STAFF INVOLVED** Ben Crawford, Mike Taylor, Andy Howell, Rajit Ramkumar, Ashley Gallagher, Alex McCarn, Bob Lepsic

**PROJECT DURATION** Ongoing/  
Estimated 2020 completion

**PROJECT REFERENCE**

**David Cates**, *City of Durham*  
101 City Hall Plaza, Suite 103  
Durham, NC 27701

**Phone** (919) 560-4326

**Email** david.cates@durhamnc.gov

## Little Texas Road Sidewalk, EB-5844 Kannapolis, NC



**DESCRIPTION** SEPI was recently selected by the City for a 2.1-mile sidewalk project including a pedestrian bridge designed around the existing overhead utilities and along side an existing NCDOT roadway bridge.

**SERVICES RENDERED** SEPI's services will include location/topographic survey; SUE; wetland and stream delineations; sidewalk, drainage, and erosion control design; environmental planning including a public meeting; and traffic control, signing, and pavement marking plans.

**KEY STAFF INVOLVED** Mike Case, Ben Crawford, Bob Lepsic, Alex McCarn, Hannah McGee, Barry Moose, Tyler Neal, Chris Sheats, Mike Taylor

**PROJECT DURATION** Ongoing/  
Estimated 2021 completion

**PROJECT REFERENCE**

**Beth Hassenfritz**, *City of Kannapolis*  
401 Laureate Way  
Kannapolis, NC 28081

**Phone** (704) 920-4200

**Email** ehassenfritz@kannapolisnc.gov

## Hickory and Gem Street Extensions Cornelius, NC



**DESCRIPTION** SEPI was selected by the Town of Cornelius to prepare complete construction documents for the Gem Street and Hickory Street Extensions. Gem and Hickory are a part of the 2014 Bond Program passed by the Town of Cornelius Taxpayers in the 2014 referendum.

SEPI is preparing preliminary plans, right-of-way plans, and construction plans for

approximately 0.4-miles of urban widening along NC Highway 115 and 0.25-miles of two-lane roadway on a new alignment in Cornelius, NC. The asymmetrical widening improvement consists of a two-lane to a three-lane section.

**SERVICES RENDERED** There are numerous overhead and underground utilities within the project limits including natural gas. Design plans also include signal design, drainage design,

erosion control, pavement-marking plan, and traffic control plans.

**KEY STAFF INVOLVED** Barry Moose, Ben Crawford, Tyler Neal, Hannah McGee, Abby Preston, Mike Case, Eric Case, Steve Miller, Rajit Ramkumar, Andy Howell

**PROJECT DURATION** Ongoing/  
Estimated 2021 completion

**PROJECT REFERENCE**

**Tyler Beardsley**, *Town of Cornelius*  
21445 Catawba Avenue  
Cornelius, NC 28031

**Phone** (704) 746-4962

**Email** tbeardsley@cornelius.org



## Bickett Blvd. / Johnson Louisburg, NC

**DESCRIPTION** SEPI provided survey, planning, and engineering services for approximately ½-mile of proposed five-ft sidewalk to connect existing commercial districts. The Town received Federal-funding for the project under the Congestion Mitigation and Air Quality Improvement (CMAQ) program.



**SERVICES RENDERED** SEPI provided project management, survey, sidewalk and drainage design, stormwater and erosion control permitting, utility coordination, construction cost estimates, preparation of a Programmatic Categorical Exclusion (PCE), and a traffic management plan.

**KEY STAFF INVOLVED** Ben Crawford, Hannah McGee, Steve Miller

**PROJECT DURATION** 2016  
(On-time / On-budget)

**PROJECT REFERENCE**

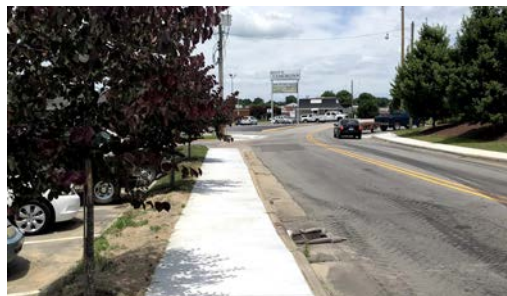
**Tony King**, *Town of Louisburg*  
110 West Nash Street,  
Louisburg, NC 27549

**Phone** (919) 497-1003

**Email** tking@ncrrbiz.com

## South Main Street (C-5527) Louisburg, NC

**DESCRIPTION** SEPI provided design and planning services as well as environmental review for an approximately 3,400-ft pedestrian sidewalk extension, which connects existing sidewalks in the area, linking the commercial districts, downtown Louisburg, and Louisburg College.



The Town received Federal-funding for the project under the CMAQ program. In addition, the extension provides a direct connection to the Louisburg Bike/Pedestrian Greenway. This project provides significantly safer pedestrian access for residents, visitors, and students in the area.

**SERVICES RENDERED** SEPI's responsibilities included project management, roadway/civil design, utility coordination, permitting, construction cost estimates, surveying, wetland and stream delineations, threatened and endangered species habitat assessment, preparation of a Categorical Exclusion, and traffic management plans.

**KEY STAFF INVOLVED** Ben Crawford, Eric Case, Steve Miller

**PROJECT DURATION** 2014 (On-time / On-budget)

**PROJECT REFERENCE**

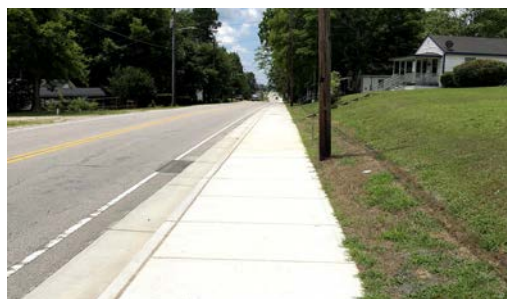
**Tony King**, *Town of Louisburg*  
110 West Nash Street,  
Louisburg, NC 27549

**Phone** (919) 497-1003

**Email** tking@ncrrbiz.com

## North Main Street/ Smoketree Way (C-5610E) Louisburg, NC

**DESCRIPTION** This project includes approximately 950-LF of sidewalk along Smoketree Way; 1,295-LF along North Main Street; and a new crosswalk installation. At the completion of this project, the Town will have a complete sidewalk



along one side of Main Street from US 401 in the north, past Louisburg College, through the Historic District, to NC 56 in the south. Locally, this project will connect several residential, commercial, and medical uses to each other and the broader pedestrian network in Louisburg.

**SERVICES RENDERED** SEPI was selected to provide surveying, planning, and design services required to submit a complete Plans, Specifications, and Estimate (PS&E) package.

**KEY STAFF INVOLVED** Mike Taylor, Hannah McGee, Bob Lepsic, Chris Sheats, Ashley Gallagher, Daniel Vondenhuevel

**PROJECT DURATION** Ongoing

**PROJECT REFERENCE**

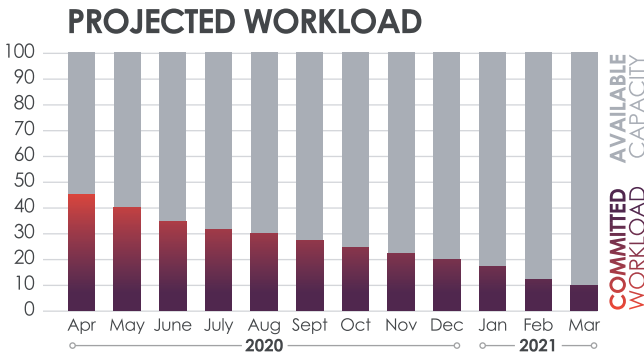
**Tony King**, *Town of Louisburg*  
110 West Nash Street,  
Louisburg, NC 27549

**Phone** (919) 497-1003

**Email** tking@ncrrbiz.com

# 4 CORE SERVICES

**Provide personnel resources and capacity as it relates to engineering design and surveying services.** The SEPI Team has sufficient available resources and capacity required to provide timely and responsive services and meet project schedules for multiple delivery orders that may be required under this contract.



### EXISTING CONDITIONS AND ENVIRONMENTAL SURVEY

As a requirement of NEPA/SEPA, the project team will perform a detailed natural systems survey, ground survey and, if required, a subsurface utility engineering (SUE) survey, and geotechnical investigation of the corridor. The environmental survey will delineate any environmental features such as wetland boundaries, streams, or endangered species found along the corridor. Our staff will provide concurrence of the delineations with USACE and DEQ. The ground and SUE survey will provide a detailed topographic survey of the corridor and will be tied to the state survey control network for later use in construction. The Geotechnical investigation of the corridor will be performed to obtain information about the physical properties of the soil and provide design recommendations.

### UTILITY COORDINATION AND RELOCATION PLANS

Like most corridors the corridors associated with this project will likely contain utilities that will be impacted by the construction. We understand the importance of coordinating early with providers to make sure relocation needs are identified and dealt with early in the design process, so they don't become an issue during construction. We begin the utility coordination process as the preliminary plans are being developed. Our team is familiar with the utility relocation requirements, and familiar with the local utility provider contacts. As soon as the project is scoped, the SEPI team will begin assembling and reaching out to the utility providers along the corridor.

**Planning/Development** In developing the design, the engineers will ensure that the design is consistent with the local standards, AASHTO bicycle design guide, NACTO Urban Bikeway Design Guide, relevant NCDOT standards, and the Draft 2012 PROWAG Design standards.

SEPI has conducted background research, visited corridors identified in the pedestrian plan, and carefully considered the items that will be required to provide successful designs. Our design team will act as an extension of City staff and bring our

knowledge and expertise to deliver a successful project. Each project has its own set of challenges and will require specific design solutions related to pedestrian safety, design, traffic control, drainage, utility impacts, etc.

Throughout each project we will provide effective communication with the City, nearby property owners, businesses, residents, and pedestrians to help ensure the design, right-of-way, and construction run smoothly. Prior to commencing design activities, SEPI will conduct a project design kickoff meeting with City staff and stakeholders. At the meeting, we will go over the design schedule and agreed upon project milestones to help ensure we are meeting internal and external delivery dates.

Through our in-depth understanding of municipal and NCDOT standards and procedures unique to pedestrian focused projects, SEPI has the capability and experience to provide pedestrian focused designs that minimize impacts and reduce future maintenance requirements. Our Team emphasizes meeting the goals of the project and working to improve communities while designing plans to help minimize impacts to adjacent properties, environmental resources, and existing utilities.

The plans will be progressed and reviewed at key milestones, and will show all work that will be needed to construct the project i.e. sidewalk layout, curb ramp placement, structural, drainage, right of way, sediment and erosion control, signals, utility coordination, signing, pavement marking, details, flood plain modifications, cross sections, landscaping, etc. During this phase, the SEPI team will look for areas where the designs can be improved to provide a better user experience and greater safety for the public, as well as look for ways to reduce the footprint of the project where additional right-of-way or easements are required.

**COMMUNITY ENGAGEMENT** SEPI anticipates that the bulk of community engagement related to these projects was completed during the development of the planning document, however, should the need arise for additional community engagement, our team is experienced in leading public meetings, and have access to online meeting and collaboration tools that can be used in-place of or to supplement the public meeting.



*Our team is experienced in leading public meetings, and have access to online meeting and collaboration tools that can be used in-place of or to supplement the public meeting.*

**Functional/Conceptual Designs** SEPI uses Context-Sensitive Design as an interdisciplinary approach for all our projects. This approach helps to ensure that a transportation facility will be developed that will fit its physical setting and preserve scenic, aesthetic, historic and environmental resources, while maintaining safety and mobility.

With each design project, SEPI takes into consideration the total context within which a transportation improvement project will exist. Our team of engineers and designers adhere to the “qualities that characterize excellence in transportation design.” SEPI is committed and sensitive to meaningful involvement of the public and all stakeholders throughout their project development process.

**Programmatic Categorical Exclusion (CE)**

Our project team is trained and experienced in assessing and documenting the compliance of transportation projects with the National Environmental Policy Act (NEPA), NC State Environmental Policy Act (SEPA), and other environmental regulations that govern the transportation planning, design, and implementation of Locally Assisted Projects (LAP). This documentation includes NEPA Categorical Exclusion (CE) (Programmatic, Checklist, and Narrative formats), SEPA Minimum Criteria Determination Checklist (MCDC), NEPA/SEPA Environmental Assessment (EA), and NEPA/SEPA Environmental Impact Statements (EIS).

SEPI has also prepared dozens of Community Characteristics Reports (CCRs), Community Impact Assessments (CIAs), and Indirect and Cumulative Effects (ICE) Screening for transportation projects and thoroughly understands the process and all requirements. The NEPA/SEPA document, CCR/CIA Report, and ICE Screening for each project will follow the latest NCDOT guidance and templates.

SEPI’s environmental planners have in-depth knowledge of NCDOT project development processes and are educated in the flow of engineering data, environmental inputs, and agency/ public feedback throughout the NEPA/SEPA decision-making process. Our planners are skilled in a wide range of environmental services, technologies, and geographies and are equipped with a capacity to identify linkages between various human and natural environmental resources. We support the process as a collaborative forum for agency decision-making and expediting project planning and development. We will be objective, clear, and concise in our environmental analysis and documentation, and our deliverables will be technically sound and legally defensible.

**Feasibility Studies** Prior to beginning design, the team will perform a quick feasibility analysis of the project. During this process, the team will identify and study potential alternatives and provide information related to design concerns and anticipated property impacts. As part of this exercise the team will perform a SWOT (strengths / weaknesses / opportunities / threats) analysis of the design, generate order of magnitude construction cost estimates, and present the findings to the project team.

**Cost Estimates** With each milestone submittal, the team will prepare construction cost estimates, and near the end of the project, the engineers will prepare the bid manual/ specification package.

Our team has extensive experience in delivering pedestrian projects that are municipal funded as well as LAPP funded. If LAPP funding were to become available during the life of the project, our team can adjust the plans to conform to those requirements and meet the associated submittal requirements.

**Permits** The SEPI team will meet early in the design process with representatives from the city, county, NC Department of Environmental Quality (NCDEQ)-DWR, the US Army Corps of Engineers (USACE), FEMA, and other regulatory agencies to discuss the preliminary design and permits that will be required for the project. Information we expect to obtain from these meeting include determining Section 401/404 Clean Water Act permit requirements, stormwater permitting requirements, and any specific planning or zoning requirements specific to the project. We use an open communication approach in our design efforts in order to streamline the permitting process and have great working relationships with the permitting agencies.

**Provide examples of your firm’s successful track record for timely project completion.**

**CASE STUDY: SCHEDULE**



**Woody Mill Roundabout** SEPI was contracted to provide services with a quick turnaround through our on-call agreement with Division 7 of NCDOT. SEPI prepared preliminary plans, right-of-way plans, and construction plans for the installation of a roundabout at the three-leg intersection of Woody Mill Road and Southeast School Road directly in front of Southeast Guilford High School. ***This project was designed and constructed in three months*** during the summer so that traffic would not be affected while school was in session. The topography was unusual for a roundabout as the site was not level. A sloped design was utilized and iterative design techniques were employed to design the roundabout without requiring any proposed right-of-way or easements.



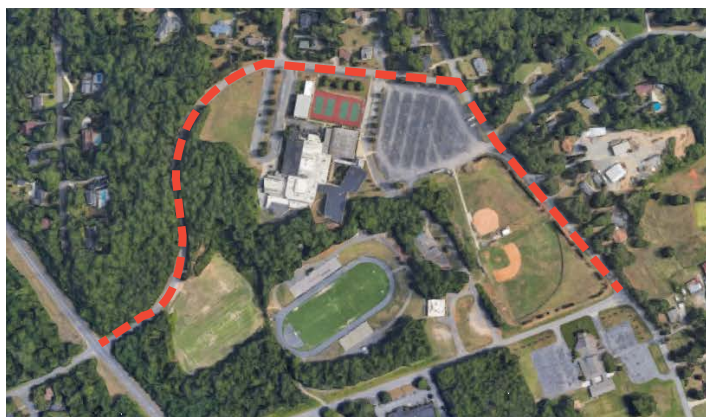
## CASE STUDY: TURN KEY DESIGN



**Town of Garner, Timber Drive Sidewalk Connectors (C-5604RA)** SEPI is providing turn key engineering services which include roadway/pedestrian services, planning, survey, environmental, permitting, drainage design, and utility coordination. SEPI staff is worked hand-in-hand with the Town to develop a design layout that met the project connectivity goals, as well as revised the design during plan development to minimize or avoid property and utility conflicts. This project was LAP funded which requires design milestones and deliverables to be met in order to secure funding. SEPI provided design submittals to the Town and NCDOT as required to meet the following milestones: Preliminary Plan Approval, CE Approval, Right of Way Plans/ Authorization, Right of Way Plans - Certification, Final Plans, Final Specifications, and Final Estimate. SEPI also provided bidding support to the town, and is currently performing construction administration and CEI services during construction.

### CITY OF CONCORD PROJECT APPROACH

Since it can be difficult to describe a project approach without specifics, we've decided to illustrate how we would approach the pedestrian improvements for Miramar Street NE between Branchview Drive NE and Burrage Drive NE. Along this stretch of Miramar Street, the main land uses are the Concord High School and the Haddington East neighborhood.



For this example, we are evaluating the approach to adding sidewalk on the southern side of Miramar. The following are several challenges that we would encounter along with our approach to each.

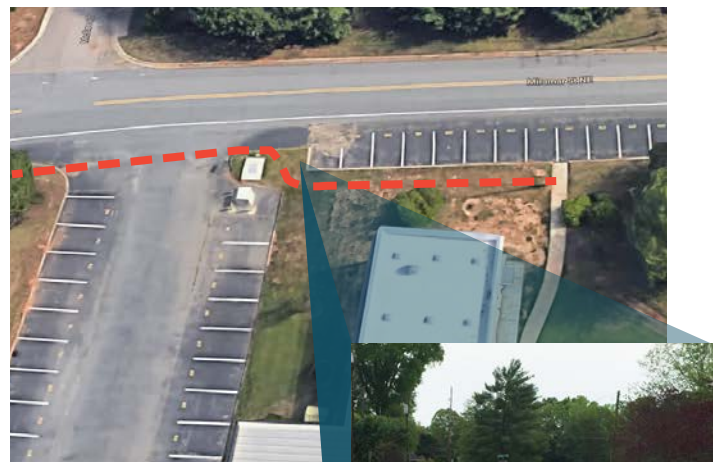
### ► CHALLENGE

#### Available Right Of Way / Stormwater Interaction

In the section from Branchview Drive to the main entrance of the high school, the ideal scenario would be to install the sidewalk behind the existing ditch. This would provide separation from the roadway and avoid impacts to the existing roadway drainage. However, this presents a challenge in that the existing right of way is not wide enough to contain construction without obtaining easements.



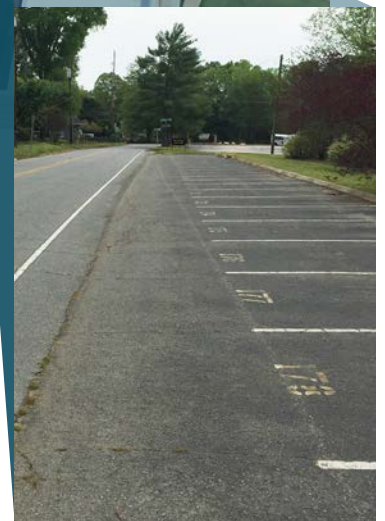
If obtaining easements is an issue along this corridor, an alternative would be to install curb and gutter and the necessary storm drainage system and place the sidewalk behind new curbing. The curbing will minimize the property impacts but cost more than installing the sidewalk behind the existing ditch.



### ► CHALLENGE:

#### Sidewalk Location / Parking Interaction

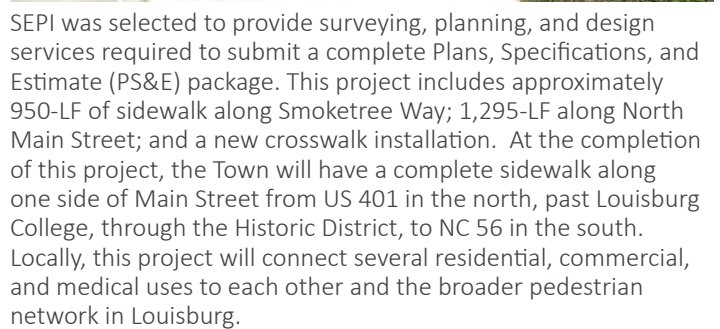
**APPROACH** The section of roadway with on-street parking presents a challenge near the school. Sidewalk in this area will need to be placed on school property, likely requiring an easement to avoid parking impacts.





## PROJECT EXAMPLE

### North Main Street/Smoketree Way (C-5610E)



SEPI was selected to provide surveying, planning, and design services required to submit a complete Plans, Specifications, and Estimate (PS&E) package. This project includes approximately 950-LF of sidewalk along Smoketree Way; 1,295-LF along North Main Street; and a new crosswalk installation. At the completion of this project, the Town will have a complete sidewalk along one side of Main Street from US 401 in the north, past Louisburg College, through the Historic District, to NC 56 in the south. Locally, this project will connect several residential, commercial, and medical uses to each other and the broader pedestrian network in Louisburg.

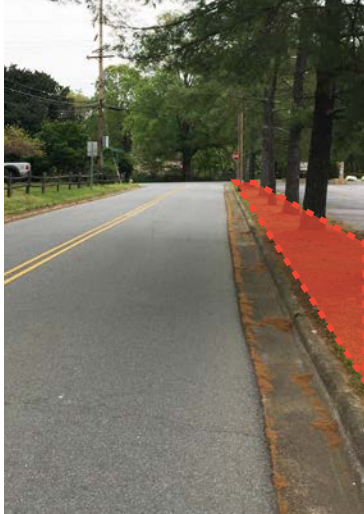
**There may be projects that would possibly require a professional engineering firm to provide right-of-way acquisition services. Your proposal should indicate if you have in-house capability or if you would subcontract the work.** During the project, the SEPI team can provide property acquisition services for the City.



**Professional Property Services, Inc. (PPS)** is very familiar with the Uniform property act, and other NCDOT and federal requirements related to property acquisition for publicly funded projects.

PPS is experienced in preparing right-of-way cost estimates in the preliminary phases of planning and project implementation. Their work has included cost estimate updates, route surveying and corridor selection with development of alternative alignments and related engineering, and cost-to-cure studies. They also conducted utility relocations and coordination and have worked with local municipalities to seek the necessary approvals, permits and encroachments.

SEPI and PPS have worked together successfully on past projects using these same guidelines to negotiate and obtain the needed property.



#### ► CHALLENGE:

##### **Sidewalk Location Landscaping Interaction**

The proposed section of sidewalk closer to Burrage Road presents an issue with existing landscaping. Here, the sidewalk could be placed on the school property in the thin strip of available ground

between the large parking lot and the roadway as you approach Burrage Road.

**Discuss experience developing construction plans, specifications, and cost estimates in coordination with a municipality as part of a turn-key design service from feasibility study through preparation of final construction documents.**

The project team will produce bid advertisements, run pre-bid meetings, issue addenda, and conduct bid openings for the city. The SEPI team can provide construction administration and inspection services during the construction phase of work. At the completion of construction, SEPI will review the contractor's red-line drawings, and provide final record drawings.

***"SEPI's knowledge, expertise, and frequent communication was essential in making sure all project questions were quickly resolved."***

**- Tony King, Town of Louisburg**

# 5 PROJECT MANAGEMENT

## Describe the project team's method of quality control.

SEPI's systematic approach to quality assurance/quality control (QA/QC) is more effective and less costly than an undefined approach. Initial accuracy creates a smoother process for all involved thereby producing a superior product.

SEPI's QA/QC program is designed to:

- Include all levels of project management in the program.
- Help ensure that QA and QC are an integral part of the project and not just an end of job review.
- Provide documents that are technically complete, workable, and within budgetary and scheduling guidelines.
- Commit the resources necessary to achieve the project objectives.
- Promote frequent communication on progress of the work, problems, and accomplishments.
- Provide periodic review of project performance related to the planned schedule and budget goals.

Through our QA/QC approach we:

- **Promote effective project management.** By focusing on four basic interrelated elements of a project: resources; time; fee; and scope, SEPI's philosophy is that quality control starts at the beginning of the project. This includes a strong emphasis on planning and control with continuous coordination and client feedback throughout the duration of the project.
- **Establish an internal review system** so that our client will be well served by our efforts. SEPI verifies deliverables for technical accuracy, completeness, and quality. Throughout every stage of a project, a senior professional will be given responsibility for monitoring our services and deliverables on a regular basis to make sure our work stands up to both ours and our client standards. We do not rely on our clients to determine the technical adequacy of our work.
- **Focus on our ultimate goal of client satisfaction.** SEPI is committed to providing a regular and continuous method of feedback and coordination with our clients to provide satisfaction throughout the project duration, not just at project completion.

## Describe the method of keeping pre-construction activities, to include Design, Environmental Documentation, Right-of-Way Certification and final PS&E package on schedule.

Our Project Manager, Scott Allen and key project team members understand the importance of keeping projects on schedule as a critical part of the project's overall success. Scott has extensive past experience with maintaining tight timelines in order to meet necessary deadlines. Constant communication with team members including regulatory agencies is essential to keeping project timelines on track.

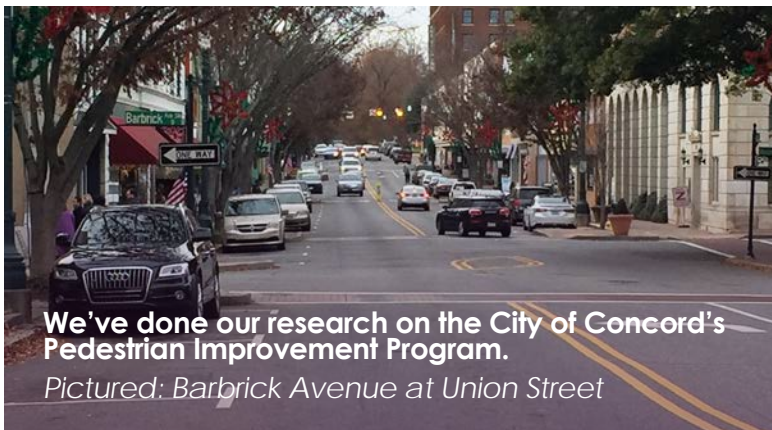
The sooner issues are recognized, communicated, and addressed, the less of an overall impact they will have on the final completion goal. Project Manager, Scott Allen offers a comprehensive understanding of the full project scope required to successfully manage this effort and will plan ahead for phases in which delays may occur in order to keep the projected project schedule on track.

SEPI will develop project schedules starting from the final delivery date. Based on experience with similar scopes, we consider reasonable execution times for various tasks and establish the necessary start date to meet the project completion date.

Once the project kicks off, Project Manager, Scott Allen will hold weekly meetings with the project leads to help ensure the schedule is being maintained. If at some point it is determined there may be potential delays, the Scott will review these issues with the City to determine the best course of action to prevent the delays and keep the project on schedule or make adjustments to the schedule as necessary.

The Team will then develop a project plan that identifies the following elements:

- Full project scope broken into sub-task
- Project team members (including sub consultants)
- Task leads for scope sub-task
- Internal project communication plan
- External project communication plan
- Project schedule
- Project budget
- Quality Assurance/Quality Control plan
- Potential challenges to meeting the project goals and solutions to those challenges



**We've done our research on the City of Concord's Pedestrian Improvement Program.**

*Pictured: Barbrick Avenue at Union Street*

**Approach to ensuring accurate coordination during all phases of project development.**

The SEPI Team understands the demands placed on the City to complete task orders on-time and on-budget and will facilitate open lines of communication among Team members for effective project coordination.

Responsibility for meeting the project schedule and budget falls on each member of the project team. Scope, budget, and schedule are discussed with each assigned project team member prior to the onset of each project. This helps each team member organize their tasks in a time efficient manner. We fully understand and respect the expectations that the City will have in meeting project schedules and budgets. To help facilitate coordination throughout the project, our Team will:

- **Collaborate** Effective communication allows proper understanding of the urgent need as it arises. The SEPI Team has an office location in Charlotte and can quickly respond and prepare plans of action to accomplish your goals for the contract through in-person meetings or via phone/video calls.
- **Plan Ahead** To aid in meeting project milestones/deadlines and budget, our Team will set internal deadlines ahead of the actual deadline, such that QA/QC checks and balances can occur to allow the project to be executed as intended. The SEPI Team is committed to providing regular and continuous feedback and coordination from the project start through to completion.
- **Expect the Unexpected** We are adept at expecting the unexpected. We approach each project by identifying and problem-solving potential project issues before they can become full blown problems that hinder project budget, schedule, or the final product.
- **Execute** Our Team has a long history of consistently meeting our client’s expectations and schedules, and SEPI is proud of our repeat client rate of over 80%. Timely execution of quality work is the most influential factors for obtaining repeat work and we set project controls early in the process to allow us to proactively identify tasks, milestones, and delivery dates.

Scott Allen will serve as Project Manager and will deal directly with appropriate City representatives to establish clear lines of authority and communication protocol. Scott will:

- Serve as the primary point-of-contact for the City and for the SEPI Team.
- Implement the schedule of milestones, activities, deadlines, and progress with weekly project coordination calls.
- Maintain continual coordination with the City and communicate required decisions to project team.
- Create, control, and maintain all files relating to the project and monitor project budget on a biweekly basis.
- Monitor time and design effort of Team members to adhere to schedule and project goals.
- Provide accurate, timely, and complete up-to-date information to the Team members.
- Outline action items, assign for follow-up, and track until completion, with results recorded



**We've done our research on the City of Concord's Pedestrian Improvement Program.**  
*Pictured: Concord City Hall*





**Request for Qualifications**

Providing Surveying, Design, and Estimate  
of Sidewalk on the  
Pedestrian Improvement Program

**RFQ No. 2440**

**March 30, 2020**

## **I. OVERVIEW AND PURPOSE**

The City of Concord is soliciting proposals from well-qualified consultants to provide surveying, design, and corresponding civil engineers cost estimate, including but not limited to, complete drawings and plans for various specified locations from the City's Pedestrian Improvement Program. The locations for the proposed sidewalk have been determined by the Transportation Department and range in length and areas around the city.

## **II. SCOPE OF WORK**

The selected firm will report directly to the City of Concord. The selected firm is to administer the contract and ensure that all work is completed in accordance with the contract requirements.

Any firm wishing to be considered must be properly registered with the Office of the Secretary of State and with the North Carolina Board of Professional Engineers, Professional Landscape Architects, and Land Surveyors. Any proposed corporate subsidiaries or subcontractors must also be properly registered with the appropriate NC Board of Registration for their role in the project. The engineers or landscape architects performing the work and in responsible charge of the work must be registered Professional Engineers or Landscape Architects in the State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected private firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a qualifications package.

The firm and subconsultants shall not discriminate on the basis of race, religion, color, national origin, age, disability, or sex in the performance of any contract entered into under this pre-qualification process.

The firm must have the financial ability to undertake the work and assume the liability.

Refer to the attached Professional Services contract for additional terms.

Questions concerning the scope of this project should be directed in writing to Phillip L. Graham, PE, Transportation Director, contact information below. Any amendments to the RFQ shall be made in writing and distributed as an addendum.

Phillip L. Graham, PE  
Transportation Department  
Alfred M. Brown Operations Center  
635 Alfred Brown Jr. Ct SW  
Concord, NC 28026  
704-920-5338  
704-795-0404 (fax)  
Email: [grahamp@concordnc.gov](mailto:grahamp@concordnc.gov)



**Firms should have no contact related to this project with elected officials or City of Concord Employees other than as directed herein, during the RFQ process.** Any such contact will subject the firm to immediate disqualification for consideration for this project. At the option of the selection committee, interviews may be held if it is determined to enhance the selection process.

### **III. SUBMITTAL REQUIREMENTS**

The selection of the firm will be based on the totality of the qualifications of the firm as presented in the detailed qualifications statement. The presence or absence of one or more of the items listed below, except for those items required by law, shall not be totally disqualifying but shall be taken into consideration as a portion of the totality reflecting positively or negatively on the qualifications of the firm. Qualification statements should clearly and concisely address the following:

#### **Table of Contents**

##### **1. Cover Letter**

Provide a cover letter addressed to Phillip L. Graham, PE, Transportation Director The cover letter is limited to one (1) page and should contain the following information:

- Expression of firm's interest and why you feel your firm is best suited for the Pedestrian Improvement Program contract.
- Statement regarding firms' possible conflict(s) of interest for the work.
- The name, phone number, and email address of the person who the City should contact if questions arise regarding the firm's submittal.

##### **2. Organization of Consultant Team**

Provide a team organization chart showing all firms and names of specific staff proposed for this project, including their titles. Although there is no required goal, the City encourages use of any minority-owned, women-owned, and small business enterprises (M/W/SBE).

Statement indicating how the work described in this RFQ will fit into the total workload of the firm.

Detailed resumes for key staff. Please include the office location in which each individual is located.

##### **3. Qualifications and Experience**

- Provide a summary of at least three (3) projects similar, including administering federally and state funded projects, to those that may be identified under this design contract. Please only include projects within the last five (5) years for which the Consultant was primarily responsible. Each of the project summaries shall include the following:
  - a. Description of the project including size and scope. Please indicate if the project was publicly funded.

- b. Description of services rendered by the Consultant.
- c. Key staff involved, along with their assigned responsibilities.
- d. Project duration.
- e. Project references including current names, addresses, telephone numbers, and email.

#### 4. Core Services

- Provide a brief description of the firm's capability to perform the following:
  - a. Provide personnel resources and capacity as it relates to engineering design and surveying services including project planning/development, functional/conceptual designs, programmatic Categorical Exclusion (CE), feasibility studies, cost estimates, and permits.
  - b. Provide examples of your firm's successful track record for timely project completion. Completing projects efficiently and timely is imperative. There may be projects where federal deadlines, gathering and compiling information for permits and conceptual design services must be undertaken immediately after NTP to expedite construction documentation and construction of the project.
  - c. Discuss experience developing construction plans, specifications, and cost estimates in coordination with a municipality as part of a turn-key design service from feasibility study through preparation of final construction documents.
- There may be projects that would possibly require a professional engineering firm to provide right-of-way acquisition services. Your proposal should indicate if you have in-house capability or if you would subcontract the work.

#### 5. Project Management

- Describe the project team's method of quality control.
- Describe the method of keeping pre-construction activities, to include Design, Environmental Documentation, Right-of-Way Certification and final PS&E package on schedule.
- Approach to ensuring accurate coordination during all phases of project development.

### VI. QUALIFICATION STATEMENT DEADLINE

The statement of qualifications shall be limited to 18 pages inclusive of the cover sheet. ONLY ELECTRONIC SUBMISSIONS WILL BE ACCEPTED. Submissions should be in .pdf format. **Electronic submission of the statement of qualifications are due no later than 2:00 p.m. on Thursday April 16, 2020 at the email address below.** No statement of qualifications will be accepted after this time.

The City reserves the right to reject any and all statements of interest. It is anticipated that a firm will be selected and notified by May 1<sup>st</sup>, 2020.

The statement of qualifications should be sent to the following e-mail address as a .pdf file: [grahamp@concordnc.gov](mailto:grahamp@concordnc.gov) An electronic receipt will be sent when your submission is downloaded to our server. Paper copies are not required. The subject line should contain the firm's name and "Pedestrian Improvement Program Design Services".

## V. SELECTION CRITERIA

The considerations below will be utilized for selection of the firm. Selection will be made after thorough review conducted by a City panel. Actual interviews may be conducted after review of the responses by interested firms.

- |   |     |
|---|-----|
| 1. Team organization and structure  | 10% |
| 2. Project personnel qualifications, experience, knowledge, familiarity and past performance with the desired services, similar contract experiences with local governments | 40% |
| 3. Specialized experience of firm and related experience on similar projects within the last five years for other NC municipalities or the NCDOT                            | 20% |
| 4. Firm commitment and ability to provide personnel resources and capacity as it relates to engineering design and surveying services                                       | 30% |

It is an absolute requirement of the City that the project work site and work force be drug free and that associated individuals, including subcontractors, working on the project be free of prior or pending felony convictions, the qualifications statement should include a commitment to this requirement and an indication of the plan of the firm to ensure compliance with this requirement.

The City of Concord panel will negotiate a contract with the top-rated firm following selection. If a contract cannot be successfully negotiated with the top-rated firm, the panel will proceed to the second rated firm. Firms that are not selected will be notified.

## VI. Time

The City will award the Pedestrian Improvement Program Design Services contract to one firm ending June 30, 2021.

Refer to the attached Standard form of Agreement for Professional Services, Sec. 4. Time of Service.

## VII. CONTRACTING

Any contract developed for this work shall be construed and enforced in accordance with the laws of the State of North Carolina. Any controversy or claim arising as a result of contracting shall be settled by an action initiated in the appropriate division of the General Court of Justice in Cabarrus County, North Carolina.

## **VIII. EQUAL EMPLOYMENT OPPORTUNITY**

The local government of the City of Concord does not discriminate administering any of its programs and activities. The Consultant(s) awarded the contract for work will be required to assure that no person shall be denied employment or fair treatment, or in any way discriminated against on the basis of race, sex, religion, age, national origin, or disability.

# STBGP Application City of Concord

## Harris Road (SR 1449) & Poplar Tent Road (SR 1394) Intersection Improvements

Prepared for:  
City of Concord



Prepared by:



©Kimley-Horn and Associates, Inc.  
200 South Tryon Street  
Suite 200  
Charlotte, NC 28202



This document, together with the concepts and designs presented herein, as an instrument of service, is intended only for the specific purpose and client for which it was prepared. Reuse of and improper reliance on this document without written authorization and adaptation by Kimley-Horn and Associates, Inc. shall be without liability to Kimley-Horn and Associates, Inc.





## Harris Road (SR 1449) & Poplar Tent Road (SR 1394) Intersection Improvements

### STBGP APPLICATION

#### CONTENTS

|                                       |   |
|---------------------------------------|---|
| APPLICATION INFORMATION .....         | 1 |
| PROJECT AREA.....                     | 2 |
| PROJECT NEED .....                    | 3 |
| PROJECT PURPOSE .....                 | 4 |
| LETTERS OF SUPPORT .....              | 5 |
| PROJECT FUNDING .....                 | 5 |
| PROJECT SCHEDULE .....                | 5 |
| ATTACHMENTS .....                     | 6 |
| PRELIMINARY ROADWAY CONCEPT           |   |
| OPINION OF PROBABLE CONSTRUCTION COST |   |
| POPLAR TENT ROAD CORRIDOR AADT MAP    |   |
| HARRIS-POPLAR TENT TIA RESULTS        |   |
| CRASH DATA                            |   |
| NCDOT TRAFFIC ANALYSIS REPORTS        |   |
| LETTERS OF SUPPORT                    |   |



**APPLICATION INFORMATION**

Applicant Data

Legal Name: City of Concord

Contact Person: Phillip Graham, PE

Address: 635 Alfred Brown, Jr Court SW

City, State, Zip: Concord, NC 28025

Telephone: (704) 920-5338

Fax: N/A

E-mail: grahamp@concordnc.gov

Project Information

Project Name: Harris Road (SR 1449) & Poplar Tent Road (SR 1394) Intersection Improvements

Project Location: Harris Road (SR 1449) and Poplar Tent Road (SR 1394) in Concord, NC

MTIP ID: N/A

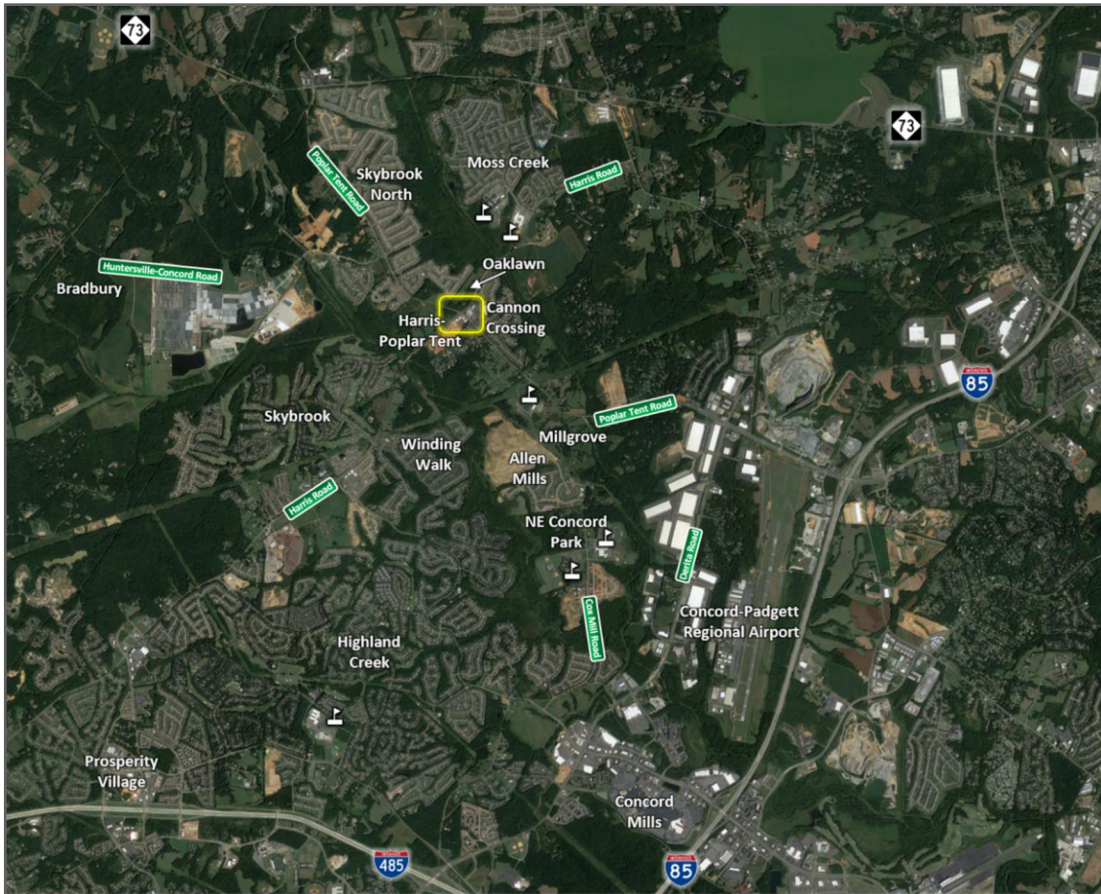
Total Project Cost: \$15,080,000

Requested STBG Funds: \$12,064,000

Brief Project Description: See attached

**PROJECT AREA**

The Harris Road (SR 1449) and Poplar Tent Road (SR 1394) intersection is located in the Western Gateway area of Concord, NC and provides access to NC 73 (Davidson Highway) to the north, I-85 to the south, and I-485 to the west. The area is primarily characterized by single family residential developments, with multiple existing and planned residential neighborhoods in the vicinity of the intersection as shown on the aerial below. This area is also home to five public schools and a charter school.



Given its proximity to large residential developments and major roadways that provide access to Charlotte, Huntersville, and Concord, both Harris Road (SR 1449) and Poplar Tent Road (SR 1394) are heavily travelled commuter routes, with Harris Road (SR 1449) carrying 14,000 vehicles per day (vpd) west of the intersection and Poplar Tent Road (SR 1394) carrying 18,000 vpd north of the intersection based on 2018 NCDOT Annual Average Daily Traffic (AADT) data. In addition to providing access to local residential developments and major roadways, Poplar Tent Road (SR 1394), which runs parallel to NC 73 (Davidson Highway), provides congestion relief for NC 73 (Davidson Highway) during the peak hours and is frequently used to travel to and from Concord Mills and Concord-Padgett Regional Airport. A map showing additional 2017 NCDOT AADT data points and developments throughout the Poplar Tent Road Corridor is attached.

### PROJECT NEED

The signalized Harris Road (SR 1449)/Poplar Tent Road (SR 1394) intersection currently operates over capacity with significant queuing, particularly along the westbound approach of Harris Road (SR 1449), as shown in the aerial image to the right, and the northbound approach of Poplar Tent Road (SR 1394). Based on the data included in the Harris-Poplar Tent Development Transportation Impact Analysis (August 2018), the intersection is expected to operate at level-of-service (LOS) F with long delays (approximately 100 seconds) during the PM peak hour under 2024 conditions.



The traffic analysis also indicates that queues are expected to be greater than 750 feet along the westbound approach of Harris Road (SR 1449) and greater than 1,350 feet along the northbound approach of Poplar Tent Road (SR 1394). Concord Fire Department Station 10 is currently located along Poplar Tent Road (SR 1394) approximately 800 feet south of the Harris Road (SR 1449)/Poplar Tent Road (SR 1394) intersection. Therefore, queues from the intersection are expected to block the Fire Department driveway, which creates a safety issue for fire trucks exiting the driveway as well as increased response times in the event of an emergency in the community.

As the surrounding area continues to develop, congestion at the Harris Road (SR 1449)/Poplar Tent Road (SR 1394) intersection is expected to increase. The Cabarrus-Rowan Metropolitan Planning Organization's (CRMPO's) and City of Concord's Comprehensive Transportation Plan (CTP) has identified both Harris Road (SR 1449) and Poplar Tent Road (SR 1394) as in need of improvement. North Carolina Department of Transportation (NCDOT) has also identified the need for long term improvements throughout the Poplar Tent Road (SR 1394) corridor, including the Harris Road (SR 1449)/Poplar Tent Road (SR 1394) intersection, as part of State Transportation Improvement Program (STIP) project U-6029. Based on the current STIP (September 2019), U-6029 is not funded for right-of-way and utilities until fiscal year (FY) 2029 and is unfunded after FY 2029. However, given that vehicles entering the intersection are expected to experience approximately 100 seconds of delay in just four years, intersection improvements are needed prior to 2029.

In addition to the congestion issues noted above, this intersection also has a crash rate of 57 crashes per 100 million entering vehicles with a total of 20 crashes reported between February 28, 2017 and February 28, 2020.

Tables from Harris-Poplar Tent Development TIA documenting the 2024 LOS and crash data reports for the intersection are attached.



## PROJECT PURPOSE

This project proposes to improve congestion and safety at the Harris Road (SR 1449)/Poplar Tent Road (SR 1394) intersection by widening Poplar Tent Road (SR 1394) to a four-lane divided roadway between Feather Ridge Street/Moss Drive and a point just south of Fullerton Place Drive totaling approximately 4,000 feet of roadway improvements along Poplar Tent Road (SR 1394). The project also plans to convert the existing full-movement, signalized intersection to a signalized reduced-conflict intersection (RCI).

RCIs are innovative intersections becoming more popular throughout the state, that improve traffic flow by redirecting left-turn and through movements on side streets to U-turn bulbs on the mainline. This intersection configuration changes the existing eight-phase traditional traffic signal to a network of two-phase signals, increasing the available green time by 70%. Although left-turning vehicles are required to travel a little further to make a U-turn downstream rather than a left-turn at the main intersection, the additional green time allows more vehicles to be processed within each cycle, which significantly reduces delays and queues at the main intersection. Additionally, by redirecting the side-street left- and through movements to protected U-turn movements, multiple conflict points are eliminated including side-street left-turn conflicts, which are typically more severe.

As shown in the attached concept, this intersection project would restrict left-turn and through movements on Harris Road (SR 1449). Instead, these movements would be redirected to signalized U-turn bulbs planned to be constructed along Poplar Tent Road (SR 1394) north and south of the main intersection. As part of this project, medians would be constructed along a portion of Harris Road (SR 1449) and Poplar Tent Road (SR 1394), which would restrict the two entrances to the Cannon Crossroads shopping center closest to the Harris Road (SR 1449)/Poplar Tent Road (SR 1394) intersection as well as the Northchase Drive intersection to right-in/right-out. A mountable median is planned along the Concord Fire Department Station 10 entrance to allow the fire station to remain full-movement for emergency response trips.

Based on coordination with NCDOT, U-6029 plans convert Poplar Tent Road (SR 1394) to a series of RCIs between Derita Road and NC 73 (Davidson Highway). Therefore, this project aligns with NCDOT's vision for the Poplar Tent Road (SR 1394) corridor. Based on 2040 design year traffic analysis data provided by NCDOT, an RCI is expected to significantly improve overall operations at this intersection with the average vehicle delay decreasing from 2.5 minutes to approximately 30 seconds during the peak hours and the level-of-service improving from LOS F to LOS C. The traffic analysis also indicates that queues along the northbound approach of Poplar Tent Road (SR 1394) are expected to be less than 350 feet during the peak hours and therefore, are not expected to block the fire station driveway. Given the significant decrease in delay, this project would also be expected to decrease emissions at this intersection and therefore, improve air quality.

In addition to the vehicular capacity improvements, the project is expected to improve pedestrian and bicycle mobility at the intersection by providing multiuse paths along both sides of Poplar Tent Road (SR 1394) throughout the project extents. As noted above, the Western Gateway area is primarily characterized by single-family residential developments; however, the intersection itself is primarily surrounded by commercial developments. The Cannon Crossroads Shopping Center is currently located the southeast quadrant and future commercial developments are planned to be constructed in

the northwest and southwest quadrants of the intersection. Multiuse paths will provide safer access between the existing and planned commercial developments at the intersection and the surrounding residential developments, which would be expected to encourage multimodal travel throughout the area.

The proposed multiuse path along Poplar Tent Road (SR 1394) will connect to the multiuse path planned as part of the future NCDOT STIP project U-6029, creating a consistent pedestrian and bicycle network along the corridor.

Capacity Analysis reports provided by NCDOT as well as the preliminary concept showing the proposed corridor improvements are attached.

**LETTERS OF SUPPORT**

City staff frequently receives negative feedback regarding current operations and requests for immediate improvements at this intersection. **Letters supporting improvements at this intersection are attached.**

**PROJECT FUNDING**

The City of Concord is committed to providing a 20% local match for the proposed intersection improvement project, a portion of which may come from local developers. The main items and associated costs are listed below. A more detailed opinion of probable construction cost (OPCC) is attached.

|  |                     |
|--|---------------------|
| Estimated Construction Cost                            | \$6,830,000         |
| Estimated Preliminary Engineering Cost (25%)           | \$1,710,000         |
| Estimated Right-of-Way Cost                            | \$1,500,000         |
| Contingency (40%)                                      | \$4,020,000         |
| <u>Construction Engineering Inspections Cost (15%)</u> | <u>\$1,020,000</u>  |
| <b>Total Project Budget</b>                            | <b>\$15,080,000</b> |
| Local Match (20%)                                      | \$3,016,000         |
| <b>Requested Amount</b>                                | <b>\$12,064,000</b> |

**PROJECT SCHEDULE**

If the project is approved and receives funding, the following preliminary schedule would be expected:

|                          |             |
|--------------------------|-------------|
| Design                   | 2021        |
| Right-of-Way & Utilities | 2022        |
| Construction             | Spring 2023 |



# Attachments

# Preliminary Roadway Concept



PRELIMINARY PLANS  
DO NOT USE FOR CONSTRUCTION

100' 0' 100' 200'  
50'

(ENGLISH)

NOV 2022  
MAD 2022

CITY OF CONCORD

HARRIS ROAD AND POPLAR TENT ROAD  
INTERSECTION IMPROVEMENTS

CONCEPT DRAWING

Concord  
NORTH CAROLINA  
High Performance Living

Kimley»Horn



| DESIGN DATA                  | POTENTIAL PROJECT DATES |
|------------------------------|-------------------------|
| ADT2018 = 29,500             | DESIGN = 2021           |
| ADT2040 = 45,600             | ROW = 2022              |
| T = 4 %                      | UTILITIES = 2022        |
| V = 50 MPH                   | CONST. = 2023           |
| FUNC. CLASS = MINOR ARTERIAL |                         |

| PROJECT LENGTH                 |           |
|--------------------------------|-----------|
| LENGTH OF WORK HARRIS RD.      | = 0.34 MI |
| LENGTH OF WORK POPLAR TENT RD. | = 0.76 MI |
| TOTAL LENGTH OF PROJECT        | = 1.10 MI |



# Opinion of Probable Construction Cost (OPCC)

North Carolina Department of Transportation  
Preliminary Estimate  
Overall Costs

TIP No. U-6029  
Route Poplar Tent Road  
At the Intersection of Harris Road  
Typical Section: Curb and Gutter

**Prel.**

County:

Cabarrus

**CONSTR. COST**  
**\$6,831,690**

Prepared By: Kimley-Horn and Associates  
Requested By:

Date 4/27/2020  
Date

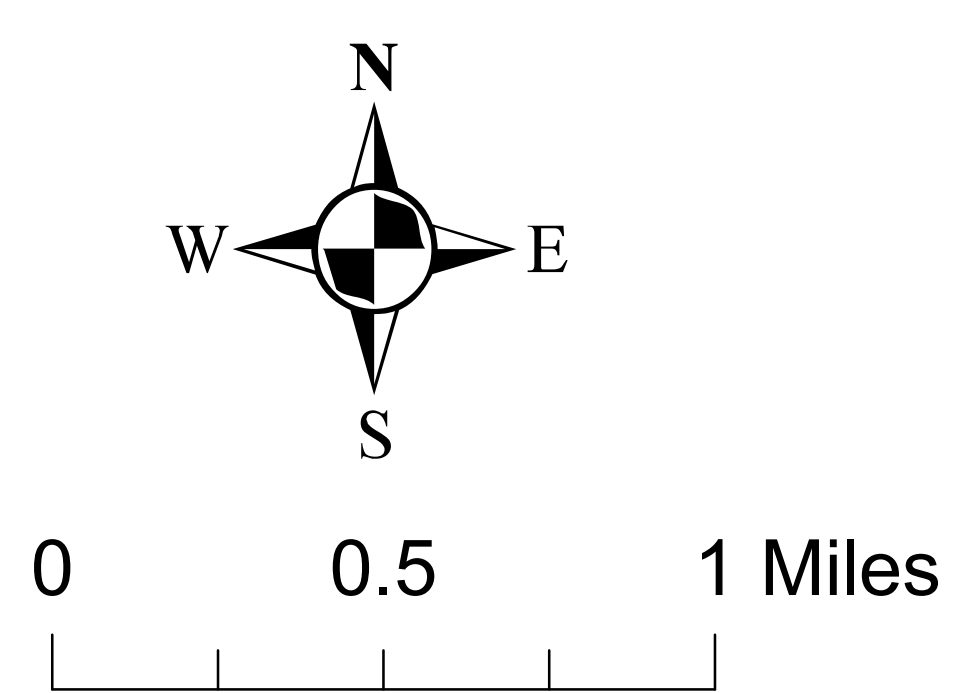
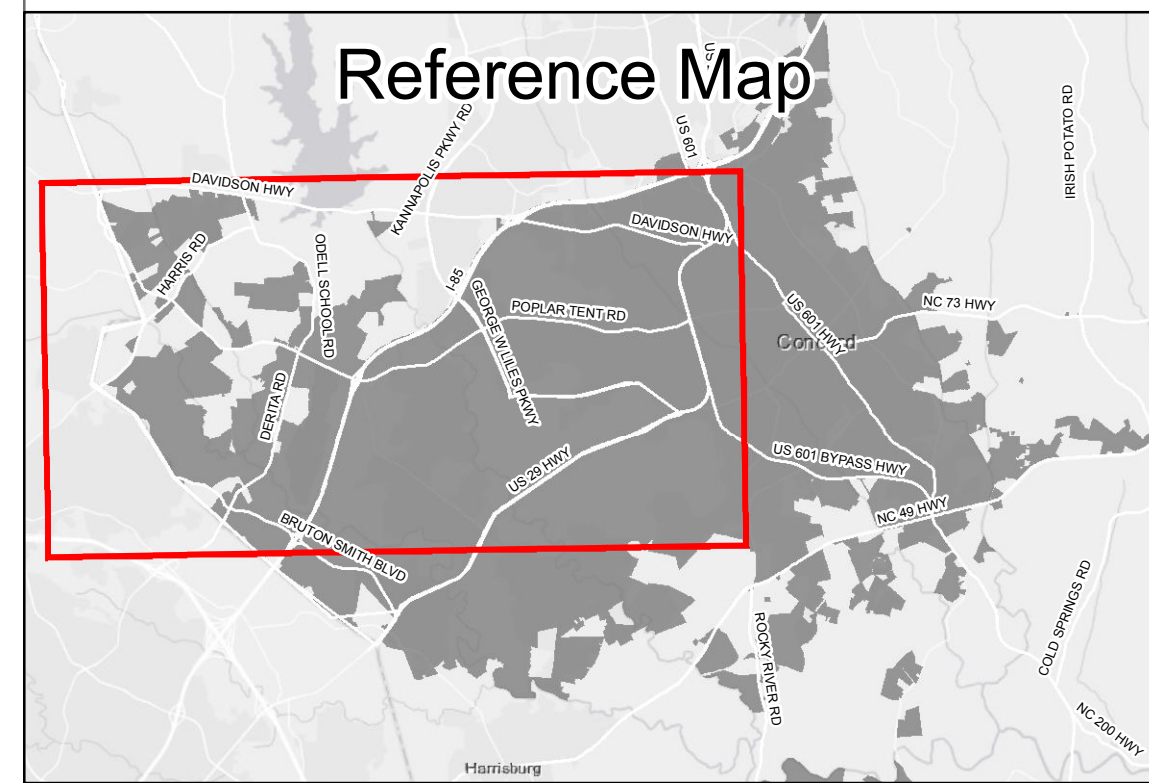
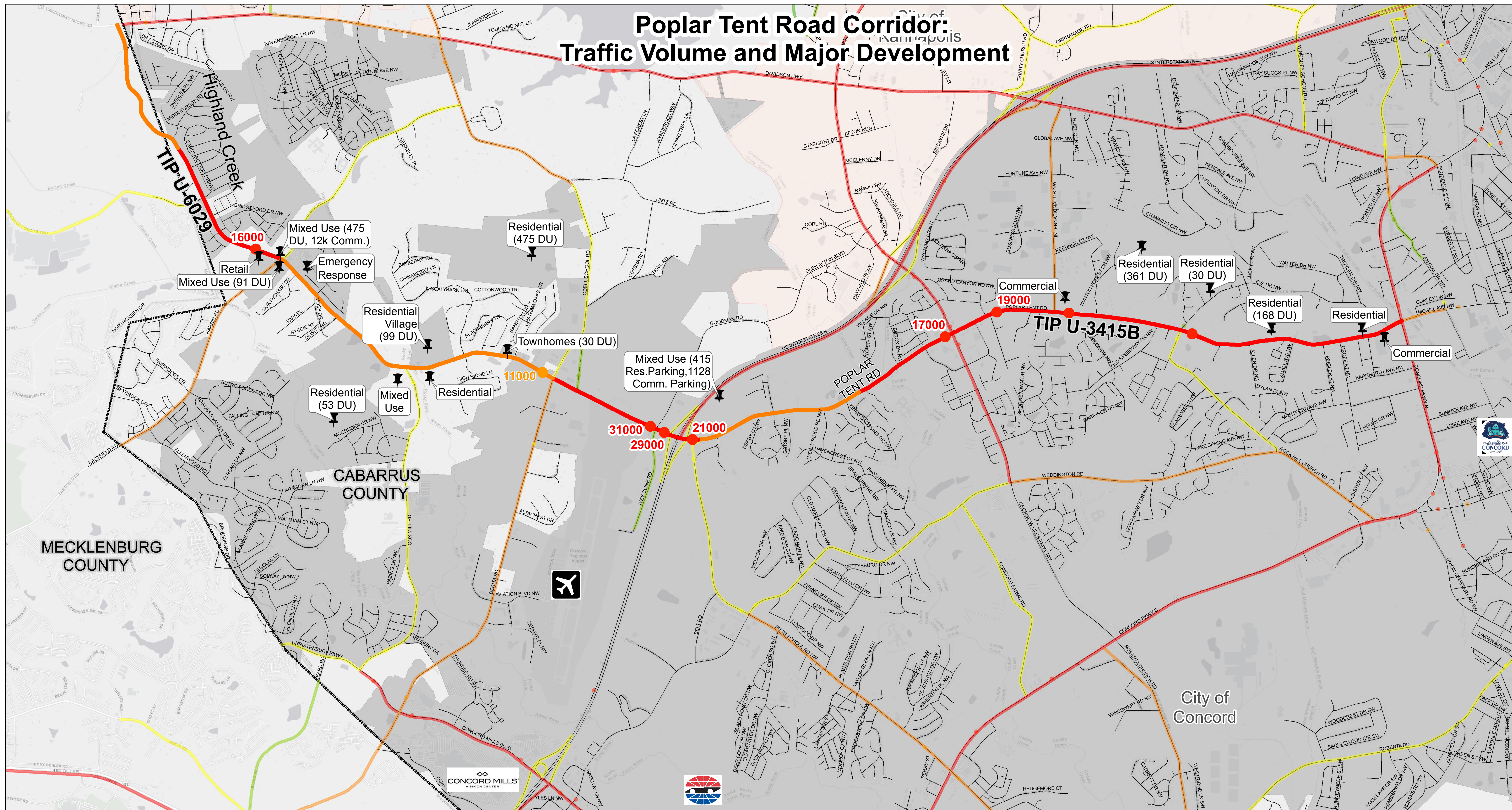
| Line Item | Des | Sec No. | Description                          | Quantity | Unit  | Price           | Amount          |
|-----------|-----|---------|--------------------------------------|----------|-------|-----------------|-----------------|
|           |     |         | Mobilization                         | 1        | LS    | \$ 507,100.00   | \$ 507,100.00   |
|           |     |         | Construction Surveying               | 1        | LS    | \$ 253,600.00   | \$ 253,600.00   |
|           |     |         | Clearing and Grubbing                | 9.7      | Acre  | \$ 25,000.00    | \$ 242,500.00   |
|           |     |         | Supplemental Clearing and Grubbing   | 1.0      | Acre  | \$ 10,000.00    | \$ 10,000.00    |
|           |     |         | Unclassified Excavation              | 2,615    | CY    | \$ 20.00        | \$ 52,300.00    |
|           |     |         | Borrow Excavation                    | 5,230    | CY    | \$ 20.00        | \$ 104,600.00   |
|           |     |         | Undercut Excavation                  | 890      | CY    | \$ 40.00        | \$ 35,600.00    |
|           |     |         | Borrow to Replace Undercut           | 1,070    | CY    | \$ 20.00        | \$ 21,400.00    |
|           |     |         | Shoulder Borrow                      | 1,250    | CY    | \$ 10.00        | \$ 12,500.00    |
|           |     |         |                                      |          |       |                 |                 |
|           |     |         | 18" RC Pipe Culv                     | 8,620    | LF    | \$ 60.00        | \$ 517,200.00   |
|           |     |         | Drainage Structures                  | 87       | EA    | \$ 3,000.00     | \$ 261,000.00   |
|           |     |         | Fine Grading                         | 35,000   | SY    | \$ 5.00         | \$ 175,000.00   |
|           |     |         | Incidental Milling                   | 340      | SY    | \$ 11.00        | \$ 3,740.00     |
|           |     |         | AsphBinder for Plant Mix PG64-22     | 915      | Tons  | \$ 550.00       | \$ 503,250.00   |
|           |     |         | Base Course, Type B 25.0 B           | 6,440    | Tons  | \$ 75.00        | \$ 483,000.00   |
|           |     |         | Binder Course, Type I 19.0 B         | 5,150    | Tons  | \$ 75.00        | \$ 386,250.00   |
|           |     |         | Surface Course, Type S 9.5 B         | 5,600    | Tons  | \$ 75.00        | \$ 420,000.00   |
|           |     |         |                                      |          |       |                 |                 |
|           |     |         | 2'-6" Concrete Curb and Gutter       | 9,700    | LF    | \$ 30.00        | \$ 291,000.00   |
|           |     |         | 1'-6" Concrete Curb and Gutter       | 980      | LF    | \$ 35.00        | \$ 34,300.00    |
|           |     |         | Concrete Monolithic Islands          | 2,810    | SY    | \$ 70.00        | \$ 196,700.00   |
|           |     |         | 4" Concrete Sidewalk                 | 4,120    | SY    | \$ 40.00        | \$ 164,800.00   |
|           |     |         | Concrete Curb Ramp                   | 14       | EA    | \$ 1,800.00     | \$ 25,200.00    |
|           |     |         |                                      |          |       |                 |                 |
|           |     |         | Erosion Control                      | 9.7      | Acres | \$ 25,000.00    | \$ 242,500.00   |
|           |     |         |                                      |          |       |                 |                 |
|           |     |         | Traffic Control                      | 1        | LS    | \$ 250,000.00   | \$ 250,000.00   |
|           |     |         | Thermo and Markers                   | 1.09     | Miles | \$ 35,000.00    | \$ 38,150.00    |
|           |     |         |                                      |          |       |                 |                 |
|           |     |         | Signal                               | 3        | EA    | \$ 200,000.00   | \$ 600,000.00   |
|           |     |         |                                      |          |       |                 |                 |
|           |     |         | <b>Utility Construction</b>          |          |       |                 |                 |
|           |     |         | Private Utility Relocation Allowance | 1        | LS    | \$ 1,000,000.00 | \$ 1,000,000.00 |
|           |     |         | Relocate Existing Water Line         |          |       |                 |                 |
|           |     |         | Relocate Existing Sewer Line         |          |       |                 |                 |
|           |     |         | Relocate Existing Power Line         |          |       |                 |                 |
|           |     |         | Relocate Existing Fiber Line         |          |       |                 |                 |
|           |     |         |                                      |          |       |                 |                 |

|                        |   |                         |
|------------------------|---|-------------------------|
| <b>Lgth 1.09 MILES</b> | <b>Construction Cost</b> .....                | \$ 6,831,690.00         |
|                        | <b>Preliminary Engineering Cost 25%</b> ..... | \$ 1,707,922.50         |
|                        | <b>Right of Way Cost</b> .....                | \$ 1,500,000.00         |
|                        | <b>Contingency Amount 40%</b> .....           | \$ 4,015,845.00         |
|                        | <b>CEI Cost 15%</b> .....                     | \$ 1,024,753.50         |
|                        | <b>Total Project Cost</b> .....               | <b>\$ 15,080,211.00</b> |

# Poplar Tent Road Corridor AADT Map



# Poplar Tent Road Corridor: Traffic Volume and Major Development



## Legend

- Future Development
- Street Centerline
- Concord City Boundary
- Kannapolis City Boundary
- County Boundary

## 2017 AADT Stations

- 1 - 500
- 501 - 2500
- 2501 - 10000
- 10001 - 15000
- 15001 - 125000

## 2017 AADT Segments

- 1 - 500
- 501 - 2500
- 2501 - 10000
- 10001 - 15000
- 15001 - 125000



Credits: City of Concord, Cabarrus County, NCDOT, ESRI  
 Path: ...\\Transportation - GPS and GIS\\Special Projects\\PoplarTent\_AADT



## Harris-Poplar Tent TIA Results

| Table 6.3 – Poplar Tent Road and Harris Road |                |           |       |      |           |       |           |        |     |           |        |      |              |
|--|----------------|-----------|-------|------|-----------|-------|-----------|--------|-----|-----------|--------|------|--------------|
| Condition                                    | Measure        | EB        |       |      | WB        |       | NB        |        |     | SB        |        |      | Intersection |
|  |                | EBL       | EBT   | EBR  | WBL       | WBTR  | NBL       | NBT    | NBR | SBL       | SBT    | SBR  |              |
| <b>AM Peak Hour</b>                          |                |           |       |      |           |       |           |        |     |           |        |      |              |
| 2018 Existing                                | LOS (Delay)    | E (64.5)  |       |      | F (84.9)  |       | D (35.5)  |        |     | E (77.8)  |        |      | E (65.5)     |
|  | Synchro 95th Q | #259'     | 242'  | 252' | 162'      | #418' | #170'     | 338'   | 50' | 71'       | #953'  | -    |              |
| 2024 Background                              | LOS (Delay)    | F (85.0)  |       |      | F (135.1) |       | E (57.8)  |        |     | F (99.9)  |        |      | F (92.4)     |
|  | Synchro 95th Q | #465'     | 344'  | 363' | #374'     | #642' | #348'     | 451'   | 61' | 98'       | #1262' | -    |              |
| 2024 Build-Out                               | LOS (Delay)    | F (159.8) |       |      | F (168.1) |       | F (82.0)  |        |     | F (152.9) |        |      | F (140.8)    |
|  | Synchro 95th Q | #726'     | #406' | 398' | #435'     | #721' | #438'     | 496'   | 70' | #242'     | #1496' | -    |              |
| 2024 Build-Out IMP                           | LOS (Delay)    | E (59.6)  |       |      | F (90.5)  |       | D (48.4)  |        |     | E (59.0)  |        |      | E (62.3)     |
|  | Synchro 95th Q | #270'     | #350' | 210' | #361'     | #563' | #324'     | 496'   | 70' | #191'     | #825'  | 245' |              |
| <b>PM Peak Hour</b>                          |                |           |       |      |           |       |           |        |     |           |        |      |              |
| 2018 Existing                                | LOS (Delay)    | E (71.4)  |       |      | F (97.0)  |       | E (56.4)  |        |     | F (84.1)  |        |      | E (74.8)     |
|  | Synchro 95th Q | #362'     | 306'  | 125' | #218'     | #527' | #237'     | #796'  | 54' | 99'       | #872'  | -    |              |
| 2024 Background                              | LOS (Delay)    | F (97.5)  |       |      | F (133.3) |       | F (90.5)  |        |     | F (112.5) |        |      | F (105.8)    |
|  | Synchro 95th Q | #553'     | #442' | 162' | #436'     | #671' | #400'     | #1179' | 61' | #163'     | #1204' | -    |              |
| 2024 Build-Out                               | LOS (Delay)    | F (216.1) |       |      | F (177.6) |       | F (136.2) |        |     | F (208.2) |        |      | F (181.9)    |
|  | Synchro 95th Q | #918'     | #521' | 192' | #501'     | #792' | #556'     | #1298' | 78' | #416'     | #1451' | -    |              |
| 2024 Build-Out IMP                           | LOS (Delay)    | F (110.7) |       |      | F (138.9) |       | F (103.3) |        |     | E (77.7)  |        |      | F (104.4)    |
|  | Synchro 95th Q | #422'     | #591' | 113' | #507'     | #786' | #478'     | #1391' | 53' | #387'     | #959'  | 129' |              |

It should be noted that this table is based on traffic analysis included in the Harris-Poplar Tent Development TIA. As additional developments are constructed in the area, operations at this intersection are expected to degrade.

## Crash Data





**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

| Acc No     | Crash ID  | Date                | Accident Type                 | Total Damage | Injuries             |   |   |   | Condition |           |   | Road |    | Trfc Ctl |    |
|------------|-----------|---------------------|-------------------------------|--------------|----------------------|---|---|---|-----------|-----------|---|------|----|----------|----|
|            |           |                     |                               |              | F                    | A | B | C | R         | L         | W | Ch   | Ci | Dv       | Op |
| Unit 2 : 4 |           | Alchl/Drgs: 0       | Speed: 10 MPH Dir: N          |              | Veh Mnvr / Ped Actn: |   |   |   | 11        | Obj Strk: |   |      |    |          |    |
| Unit 3 : 1 |           | Alchl/Drgs: 0       | Speed: 0 MPH Dir: N           |              | Veh Mnvr / Ped Actn: |   |   |   | 1         | Obj Strk: |   |      |    |          |    |
| 9          | 105755811 | 01/17/2019<br>16:03 | LEFT TURN, DIFFERENT ROADWAYS | \$ 9000      | 0                    | 0 | 0 | 0 | 2         | 1         | 3 | 1    | 0  | 3        | 1  |
| Unit 1 : 1 |           | Alchl/Drgs: 0       | Speed: 10 MPH Dir: NE         |              | Veh Mnvr / Ped Actn: |   |   |   | 8         | Obj Strk: |   |      |    |          |    |
| Unit 2 : 1 |           | Alchl/Drgs: 0       | Speed: 40 MPH Dir: SW         |              | Veh Mnvr / Ped Actn: |   |   |   | 4         | Obj Strk: |   |      |    |          |    |
| 10         | 105791668 | 02/20/2019<br>15:38 | REAR END, SLOW OR STOP        | \$ 1000      | 0                    | 0 | 0 | 0 | 2         | 1         | 1 | 1    | 0  | 3        | 1  |
| Unit 1 : 1 |           | Alchl/Drgs: 0       | Speed: 15 MPH Dir: N          |              | Veh Mnvr / Ped Actn: |   |   |   | 11        | Obj Strk: |   |      |    |          |    |
| Unit 2 : 5 |           | Alchl/Drgs: 0       | Speed: 0 MPH Dir: N           |              | Veh Mnvr / Ped Actn: |   |   |   | 1         | Obj Strk: |   |      |    |          |    |
| 11         | 105882158 | 05/09/2019<br>06:56 | REAR END, SLOW OR STOP        | \$ 1100      | 0                    | 0 | 0 | 0 | 1         | 1         | 1 | 1    | 0  | 3        | 1  |
| Unit 1 : 5 |           | Alchl/Drgs: 0       | Speed: 25 MPH Dir: S          |              | Veh Mnvr / Ped Actn: |   |   |   | 5         | Obj Strk: |   |      |    |          |    |
| Unit 2 : 5 |           | Alchl/Drgs: 0       | Speed: 0 MPH Dir: S           |              | Veh Mnvr / Ped Actn: |   |   |   | 1         | Obj Strk: |   |      |    |          |    |
| Unit 3 : 4 |           | Alchl/Drgs: 0       | Speed: 0 MPH Dir: S           |              | Veh Mnvr / Ped Actn: |   |   |   | 1         | Obj Strk: |   |      |    |          |    |
| 12         | 105892987 | 05/22/2019<br>15:14 | REAR END, SLOW OR STOP        | \$ 1001      | 0                    | 0 | 0 | 0 | 1         | 1         | 1 | 1    | 0  | 0        | 2  |
| Unit 1 : 1 |           | Alchl/Drgs: 0       | Speed: 5 MPH Dir: N           |              | Veh Mnvr / Ped Actn: |   |   |   | 1         | Obj Strk: |   |      |    |          |    |
| Unit 2 : 1 |           | Alchl/Drgs: 0       | Speed: 0 MPH Dir: N           |              | Veh Mnvr / Ped Actn: |   |   |   | 1         | Obj Strk: |   |      |    |          |    |
| 13         | 105938560 | 07/06/2019<br>22:43 | RAN OFF ROAD - RIGHT          | \$ 8000      | 0                    | 0 | 0 | 0 | 1         | 5         | 1 | 1    | 0  |          |    |
| Unit 1 : 1 |           | Alchl/Drgs: 0       | Speed: 45 MPH Dir: W          |              | Veh Mnvr / Ped Actn: |   |   |   | 4         | Obj Strk: |   |      |    |          |    |
| 14         | 105946919 | 07/19/2019<br>09:08 | REAR END, SLOW OR STOP        | \$ 2000      | 0                    | 0 | 0 | 0 | 1         | 1         | 1 | 1    | 0  | 3        | 1  |
| Unit 1 : 5 |           | Alchl/Drgs: 0       | Speed: 5 MPH Dir: E           |              | Veh Mnvr / Ped Actn: |   |   |   | 12        | Obj Strk: |   |      |    |          |    |
| Unit 2 : 4 |           | Alchl/Drgs: 0       | Speed: 0 MPH Dir: E           |              | Veh Mnvr / Ped Actn: |   |   |   | 1         | Obj Strk: |   |      |    |          |    |
| 15         | 105961462 | 08/12/2019<br>16:00 | REAR END, SLOW OR STOP        | \$ 1600      | 0                    | 0 | 0 | 0 | 1         | 1         | 1 | 1    | 0  | 3        | 1  |
| Unit 1 : 1 |           | Alchl/Drgs: 0       | Speed: 15 MPH Dir: SW         |              | Veh Mnvr / Ped Actn: |   |   |   | 11        | Obj Strk: |   |      |    |          |    |
| Unit 2 : 1 |           | Alchl/Drgs: 0       | Speed: 0 MPH Dir: SW          |              | Veh Mnvr / Ped Actn: |   |   |   | 1         | Obj Strk: |   |      |    |          |    |
| Unit 3 : 4 |           | Alchl/Drgs: 0       | Speed: 0 MPH Dir: SW          |              | Veh Mnvr / Ped Actn: |   |   |   | 1         | Obj Strk: |   |      |    |          |    |
| 16         | 105986647 | 08/29/2019<br>07:02 | LEFT TURN, DIFFERENT ROADWAYS | \$ 550       | 0                    | 0 | 0 | 0 | 1         | 1         | 1 | 1    | 0  | 3        | 1  |
| Unit 1 : 7 |           | Alchl/Drgs: 0       | Speed: 15 MPH Dir: W          |              | Veh Mnvr / Ped Actn: |   |   |   | 8         | Obj Strk: |   |      |    |          |    |
| Unit 2 : 4 |           | Alchl/Drgs: 0       | Speed: 0 MPH Dir: E           |              | Veh Mnvr / Ped Actn: |   |   |   | 1         | Obj Strk: |   |      |    |          |    |

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

| Acc No | Crash ID  | Date                | Accident Type                 | Total Damage            | Injuries  |   |   |   | Condition |   |   | Road |    | Trfc Ctl |    |
|--------|-----------|---------------------|-------------------------------|-------------------------|-----------|---|---|---|-----------|---|---|------|----|----------|----|
|        |           |                     |                               |                         | F         | A | B | C | R         | L | W | Ch   | Ci | Dv       | Op |
| 17     | 106009125 | 09/18/2019<br>06:50 | LEFT TURN, DIFFERENT ROADWAYS | \$ 5500                 | 0         | 0 | 0 | 0 | 1         | 3 | 1 | 3    | 0  | 3        | 1  |
| Unit   | 1 : 1     | Alchl/Drugs: 0      | Speed: 15 MPH Dir: SW         | Veh Mnvr / Ped Actn: 8  | Obj Strk: |   |   |   |           |   |   |      |    |          |    |
| Unit   | 2 : 1     | Alchl/Drugs: 0      | Speed: 40 MPH Dir: NE         | Veh Mnvr / Ped Actn: 8  | Obj Strk: |   |   |   |           |   |   |      |    |          |    |
| -----  |           |                     |                               |                         |           |   |   |   |           |   |   |      |    |          |    |
| 18     | 106137856 | 12/11/2019<br>19:13 | HEAD ON                       | \$ 20000                | 0         | 0 | 0 | 2 | 1         | 5 | 1 | 1    | 0  | 1        | 1  |
| Unit   | 1 : 4     | Alchl/Drugs: 0      | Speed: 15 MPH Dir: SE         | Veh Mnvr / Ped Actn: 8  | Obj Strk: |   |   |   |           |   |   |      |    |          |    |
| Unit   | 2 : 1     | Alchl/Drugs: 0      | Speed: 45 MPH Dir: NE         | Veh Mnvr / Ped Actn: 4  | Obj Strk: |   |   |   |           |   |   |      |    |          |    |
| -----  |           |                     |                               |                         |           |   |   |   |           |   |   |      |    |          |    |
| 19     | 106138281 | 12/13/2019<br>10:44 | LEFT TURN, DIFFERENT ROADWAYS | \$ 4000                 | 0         | 0 | 0 | 0 | 2         | 1 | 3 | 1    | 0  | 3        | 1  |
| Unit   | 1 : 2     | Alchl/Drugs: 0      | Speed: 20 MPH Dir: NW         | Veh Mnvr / Ped Actn: 8  | Obj Strk: |   |   |   |           |   |   |      |    |          |    |
| Unit   | 2 : 1     | Alchl/Drugs: 0      | Speed: 0 MPH Dir: E           | Veh Mnvr / Ped Actn: 1  | Obj Strk: |   |   |   |           |   |   |      |    |          |    |
| -----  |           |                     |                               |                         |           |   |   |   |           |   |   |      |    |          |    |
| 20     | 106195000 | 02/10/2020<br>10:52 | SIDESWIPE, SAME DIRECTION     | \$ 8000                 | 0         | 0 | 0 | 0 | 1         | 1 | 1 | 1    | 0  | 13       | 1  |
| Unit   | 1 : 1     | Alchl/Drugs: 0      | Speed: 10 MPH Dir: S          | Veh Mnvr / Ped Actn: 5  | Obj Strk: |   |   |   |           |   |   |      |    |          |    |
| Unit   | 2 : 1     | Alchl/Drugs: 0      | Speed: 5 MPH Dir: S           | Veh Mnvr / Ped Actn: 11 | Obj Strk: |   |   |   |           |   |   |      |    |          |    |

**Legend for Report Details:**  
 Acc No - Accident Number  
 Injuries: F - Fatal, A - Class A, B - Class B, C - Class C  
 Condition: R - Road Surface, L - Ambient Light, W - Weather  
 Rd Ch - Road Character  
 Rd Ci - Roadway Contributing Circumstances  
 Trfc Ctl - Traffic Control: Dv - Device, Op - Operating  
 Alchl/Drugs - Alcohol Drugs Suspected  
 Veh Mnvr/Ped Actn - Vehicle Maneuver/Pedestrian Action  
 Obj Strk - Object Struck

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

**Summary Statistics**

**High Level Crash Summary**

| <b>Crash Type</b>                 | <b>Number of Crashes</b> | <b>Percent of Total</b> |
|-----------------------------------|--------------------------|-------------------------|
| Total Crashes                     | 20                       | 100.00                  |
| Fatal Crashes                     | 0                        | 0.00                    |
| Non-Fatal Injury Crashes          | 3                        | 15.00                   |
| Total Injury Crashes              | 3                        | 15.00                   |
| Property Damage Only Crashes      | 17                       | 85.00                   |
| Night Crashes                     | 3                        | 15.00                   |
| Wet Crashes                       | 5                        | 25.00                   |
| Alcohol/Drugs Involvement Crashes | 0                        | 0.00                    |

**Crash Severity Summary**

| <b>Crash Type</b>            | <b>Number of Crashes</b> | <b>Percent of Total</b> |
|------------------------------|--------------------------|-------------------------|
| Total Crashes                | 20                       | 100.00                  |
| Fatal Crashes                | 0                        | 0.00                    |
| Class A Crashes              | 0                        | 0.00                    |
| Class B Crashes              | 0                        | 0.00                    |
| Class C Crashes              | 3                        | 15.00                   |
| Property Damage Only Crashes | 17                       | 85.00                   |

**Vehicle Exposure Statistics**

**Annual ADT = 32000**

**Total Vehicle Exposure = 35.07 (MEV)**

| <b>Crash Rate</b>    | <b>Crashes Per 100 Million Vehicles Entered</b> |
|----------------------|---|
| Total Crash Rate     | 57.03   |
| Fatal Crash Rate     | 0.00  |
| Non Fatal Crash Rate | 8.55  |
| Night Crash Rate     | 8.55  |
| Wet Crash Rate       | 14.26   |
| EPDO Rate            | 120.32  |



**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

---

**Miscellaneous Statistics**

|                                      |          |
|--------------------------------------|----------|
| Severity Index =                     | 2.11     |
| EPDO Crash Index =                   | 42.20    |
| Estimated Property Damage Total = \$ | 85356.00 |

**Accident Type Summary**

| <b>Accident Type</b>          | <b>Number of Crashes</b> | <b>Percent of Total</b> |
|-------------------------------|--------------------------|-------------------------|
| HEAD ON                       | 1                        | 5.00                    |
| LEFT TURN, DIFFERENT ROADWAYS | 5                        | 25.00                   |
| LEFT TURN, SAME ROADWAY       | 2                        | 10.00                   |
| RAN OFF ROAD - RIGHT          | 1                        | 5.00                    |
| REAR END, SLOW OR STOP        | 10                       | 50.00                   |
| SIDESWIPE, SAME DIRECTION     | 1                        | 5.00                    |

**Injury Summary**

| <b>Injury Type</b>       | <b>Number of Injuries</b> | <b>Percent of Total</b> |
|--------------------------|---------------------------|-------------------------|
| Fatal Injuries           | 0                         | 0.00                    |
| Class A Injuries         | 0                         | 0.00                    |
| Class B Injuries         | 0                         | 0.00                    |
| Class C Injuries         | 4                         | 100.00                  |
| Total Non-Fatal Injuries | 4                         | 100.00                  |
| Total Injuries           | 4                         | 100.00                  |

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

---

**Monthly Summary**

| <b>Month</b> | <b>Number of Crashes</b> | <b>Percent of Total</b> |
|--------------|--------------------------|-------------------------|
| Jan          | 1                        | 5.00                    |
| Feb          | 2                        | 10.00                   |
| Mar          | 1                        | 5.00                    |
| Apr          | 0                        | 0.00                    |
| May          | 4                        | 20.00                   |
| Jun          | 1                        | 5.00                    |
| Jul          | 3                        | 15.00                   |
| Aug          | 2                        | 10.00                   |
| Sep          | 1                        | 5.00                    |
| Oct          | 1                        | 5.00                    |
| Nov          | 0                        | 0.00                    |
| Dec          | 4                        | 20.00                   |

**Daily Summary**

| <b>Day</b> | <b>Number of Crashes</b> | <b>Percent of Total</b> |
|------------|--------------------------|-------------------------|
| Mon        | 2                        | 10.00                   |
| Tue        | 1                        | 5.00                    |
| Wed        | 7                        | 35.00                   |
| Thu        | 3                        | 15.00                   |
| Fri        | 3                        | 15.00                   |
| Sat        | 4                        | 20.00                   |
| Sun        | 0                        | 0.00                    |

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

---

**Hourly Summary**

| <b>Hour</b> | <b>Number of Crashes</b> | <b>Percent of Total</b> |
|-------------|--------------------------|-------------------------|
| 0000-0059   | 0                        | 0.00                    |
| 0100-0159   | 0                        | 0.00                    |
| 0200-0259   | 0                        | 0.00                    |
| 0300-0359   | 0                        | 0.00                    |
| 0400-0459   | 0                        | 0.00                    |
| 0500-0559   | 0                        | 0.00                    |
| 0600-0659   | 2                        | 10.00                   |
| 0700-0759   | 3                        | 15.00                   |
| 0800-0859   | 2                        | 10.00                   |
| 0900-0959   | 1                        | 5.00                    |
| 1000-1059   | 2                        | 10.00                   |
| 1100-1159   | 1                        | 5.00                    |
| 1200-1259   | 1                        | 5.00                    |
| 1300-1359   | 0                        | 0.00                    |
| 1400-1459   | 0                        | 0.00                    |
| 1500-1559   | 2                        | 10.00                   |
| 1600-1659   | 2                        | 10.00                   |
| 1700-1759   | 0                        | 0.00                    |
| 1800-1859   | 1                        | 5.00                    |
| 1900-1959   | 1                        | 5.00                    |
| 2000-2059   | 0                        | 0.00                    |
| 2100-2159   | 1                        | 5.00                    |
| 2200-2259   | 1                        | 5.00                    |
| 2300-2359   | 0                        | 0.00                    |

**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

---

**Light and Road Conditions Summary**

| <b>Condition</b> | <b>Dry</b> | <b>Wet</b> | <b>Other</b> | <b>Total</b> |
|------------------|------------|------------|--------------|--------------|
| Day              | 11         | 4          | 0            | 15           |
| Dark             | 2          | 1          | 0            | 3            |
| Other            | 2          | 0          | 0            | 2            |
| Total            | 15         | 5          | 0            | 20           |

**Vehicle Type Summary**

| <b>Vehicle Type</b> | <b>Number<br/>Involved</b> | <b>Percent<br/>of Total</b> |
|---------------------|----------------------------|-----------------------------|
| PASSENGER CAR       | 22                         | 52.38                       |
| PICKUP              | 1                          | 2.38                        |
| SCHOOL BUS          | 1                          | 2.38                        |
| SPORT UTILITY       | 11                         | 26.19                       |
| UNKNOWN             | 2                          | 4.76                        |
| VAN                 | 5                          | 11.90                       |



**North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report**

**Yearly Totals Summary**

**Accident Totals**

| <b>Year</b>  | <b>Total Accidents</b> | <b>Fatal Accidents</b> | <b>Injury Accidents</b> | <b>Property Damage Only Accidents</b> |
|--------------|------------------------|------------------------|-------------------------|---------------------------------------|
| 2017         | 4                      | 0                      | 0                       | 4                                     |
| 2018         | 4                      | 0                      | 2                       | 2                                     |
| 2019         | 11                     | 0                      | 1                       | 10                                    |
| 2020         | 1                      | 0                      | 0                       | 1                                     |
| <b>Total</b> | <b>20</b>              | <b>0</b>               | <b>3</b>                | <b>17</b>                             |

**Injury Totals**

| <b>Year</b>  | <b>Fatal Injuries</b> | <b>Class A, B, or C Injuries</b> |
|--------------|-----------------------|----------------------------------|
| 2017         | 0                     | 0                                |
| 2018         | 0                     | 2                                |
| 2019         | 0                     | 2                                |
| 2020         | 0                     | 0                                |
| <b>Total</b> | <b>0</b>              | <b>4</b>                         |

**Miscellaneous Totals**

| <b>Year</b>  | <b>Property Damage</b> | <b>EPDO Index</b> |
|--------------|------------------------|-------------------|
| 2017         | \$ 10005               | 4.00              |
| 2018         | \$ 13600               | 18.80             |
| 2019         | \$ 53751               | 18.40             |
| 2020         | \$ 8000                | 1.00              |
| <b>Total</b> | <b>\$ 85356</b>        | <b>42.20</b>      |

**Type of Accident Totals**

| <b>Year</b>  | <b>Left Turn</b> | <b>Right Turn</b> | <b>Rear End</b> | <b>Run Off Road &amp;</b> |              |                   |              |
|--------------|------------------|-------------------|-----------------|---------------------------|--------------|-------------------|--------------|
|              |                  |                   |                 | <b>Fixed Object</b>       | <b>Angle</b> | <b>Side Swipe</b> | <b>Other</b> |
| 2017         | 1                | 0                 | 3               | 0                         | 0            | 0                 | 0            |
| 2018         | 2                | 0                 | 2               | 0                         | 0            | 0                 | 0            |
| 2019         | 4                | 0                 | 5               | 1                         | 0            | 0                 | 1            |
| 2020         | 0                | 0                 | 0               | 0                         | 0            | 1                 | 0            |
| <b>Total</b> | <b>7</b>         | <b>0</b>          | <b>10</b>       | <b>1</b>                  | <b>0</b>     | <b>1</b>          | <b>1</b>     |

North Carolina Department of Transportation  
Traffic Engineering Accident Analysis System  
Intersection Analysis Report

Study Criteria

| Study Name   | Log No. | PH No. | TIP No. | K/A Cf. | B/C Cf. | ADT   | ADT Route |
|--------------|---------|--------|---------|---------|---------|-------|-----------|
| POPLARHARRIS |         |        |         | 76.8    | 8.4     | 32000 |           |

| Request Date | Courier Service | Phone No. | Ext. | Fax No. |
|--------------|-----------------|-----------|------|---------|
|              |                 |           |      |         |

| County   |      |      | Municipality  |      |            | Y-Line Ft. | Begin Date | End Date | Years |
|----------|------|------|---------------|------|------------|------------|------------|----------|-------|
| Name     | Code | Div. | Name          | Code | Y-Line Ft. | Begin Date | End Date   | Years    |       |
| CABARRUS | 13   | 10   | All and Rural |      | 150        | 2/28/2017  | 2/28/2020  | 3.00     |       |

| Location Text | Requestor |
|---------------|-----------|
|               |           |

**Intersection Road Combinations**

| Name        | Code     | Code     | Name   |
|-------------|----------|----------|--------|
| POPLAR TENT | 50024600 | 50013243 | HARRIS |
























# NCDOT Traffic Analysis Reports

| Table 1 – Poplar Tent Road and Harris Road |                |           |       |       |           |       |           |          |       |           |          |       |                   |
|--|----------------|-----------|-------|-------|-----------|-------|-----------|----------|-------|-----------|----------|-------|-------------------|
| Condition                                  | Measure        | EB        |       |       | WB        |       | NB        |          |       | SB        |          |       | Intersection      |
|  |                | EBL       | EBT   | EBR   | WBL       | WBTR  | NBL       | NBT      | NBR   | SBL       | SBT      | SBR   |                   |
| <b>AM Peak Hour</b>                        |                |           |       |       |           |       |           |          |       |           |          |       |                   |
| 2040 No Build                              | LOS (Delay)    | F (179.5) |       |       | F (236.8) |       | F (144.4) |          |       | F (190.0) |          |       | F (183.3)         |
|  | Synchro 95th Q | #678'     | #603' | 325'  | #435'     | #858' | #752'     | 454'     | 96'   | 231'      | #1595'   | -     |                   |
| 2040 Build RCI                             | LOS (Delay)    | D (51.5)  |       |       | C (28.4)  |       | C (21.6)  | B (14.2) |       | B (17.8)  | C (23.4) |       | B (18.0)/C (31.1) |
|  | Synchro 95th Q | -         | -     | #417' | -         | #215' | 250'      | m254'    | m224' | 100'      | #503'    | m152' |                   |
| <b>PM Peak Hour</b>                        |                |           |       |       |           |       |           |          |       |           |          |       |                   |
| 2040 No Build                              | LOS (Delay)    | F (134.6) |       |       | F (208.2) |       | F (107.3) |          |       | F (216.4) |          |       | F (158.8)         |
|  | Synchro 95th Q | #796'     | 467'  | #564' | #387'     | #957' | #688'     | #735'    | 153'  | #207'     | #1266'   | -     |                   |
| 2040 Build RCI                             | LOS (Delay)    | D (42.1)  |       |       | D (39.3)  |       | B (15.1)  | B (15.3) |       | B (19.1)  | C (22.1) |       | C (21.3)/C (28.1) |
|  | Synchro 95th Q | -         | -     | #426' | -         | #294' | 191'      | m328'    | m143' | 84'       | #381'    | 146'  |                   |



Lanes, Volumes, Timings  
700: Poplar Tent Rd & Harris Rd

2040 AM No-Build

|                         |  |  |  |  |  |  |   |  |  |  |  |  |
|-------------------------|---|---|---|---|---|---|---|---|---|---|---|---|
| Lane Group              | EBL   | EBT   | EBR   | WBL   | WBT   | WBR   | NBL   | NBT   | NBR   | SBL   | SBT   | SBR   |
| Lane Configurations     |  |  |  |  |  |   |  |  |  |  |  |  |
| Traffic Volume (vph)    | 292   | 351   | 333   | 185   | 338   | 102   | 345   | 406   | 199   | 144   | 535   | 398   |
| Future Volume (vph)     | 292   | 351   | 333   | 185   | 338   | 102   | 345   | 406   | 199   | 144   | 535   | 398   |
| Ideal Flow (vphpl)      | 1900  | 1900  | 1900  | 1900  | 1900  | 1900  | 1900  | 1900  | 1900  | 1900  | 1900  | 1900  |
| Grade (%)               |   | 0%  |   |   | 1%  |   |   | 1%  |   |   | -3%   |   |
| Storage Length (ft)     | 165   |   | 175   | 205   |   | 0   | 145   |   | 150   | 110   |   | 0   |
| Storage Lanes           | 1   |   | 1   | 1   |   | 0   | 1   |   | 1   | 1   |   | 0   |
| Taper Length (ft)       | 100   |   |   | 70  |   |   | 80  |   |   | 70  |   |   |
| Lane Util. Factor       | 1.00  | 1.00  | 1.00  | 1.00  | 1.00  | 1.00  | 1.00  | 1.00  | 1.00  | 1.00  | 1.00  | 1.00  |
| Frt                     |   |   | 0.850   |   |   | 0.965   |   |   |   | 0.850   |   | 0.936   |
| Flt Protected           | 0.950   |   |   | 0.950   |   |   | 0.950   |   |   | 0.950   |   |   |
| Satd. Flow (prot)       | 1752  | 1845  | 1568  | 1744  | 1771  | 0   | 1744  | 1835  | 1560  | 1779  | 1753  | 0   |
| Flt Permitted           | 0.950   |   |   | 0.950   |   |   | 0.950   |   |   | 0.950   |   |   |
| Satd. Flow (perm)       | 1752  | 1845  | 1568  | 1744  | 1771  | 0   | 1744  | 1835  | 1560  | 1779  | 1753  | 0   |
| Right Turn on Red       |   |   | No  |   |   | No  |   |   | No  |   |   | No  |
| Satd. Flow (RTOR)       |   |   |   |   |   |   |   |   |   |   |   |   |
| Link Speed (mph)        |   | 45  |   |   | 45  |   |   | 45  |   |   | 45  |   |
| Link Distance (ft)      |   | 644   |   |   | 394   |   |   | 744   |   |   | 911   |   |
| Travel Time (s)         |   | 9.8   |   |   | 6.0   |   |   | 11.3  |   |   | 13.8  |   |
| Peak Hour Factor        | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  |
| Adj. Flow (vph)         | 324   | 390   | 370   | 206   | 376   | 113   | 383   | 451   | 221   | 160   | 594   | 442   |
| Shared Lane Traffic (%) |   |   |   |   |   |   |   |   |   |   |   |   |
| Lane Group Flow (vph)   | 324   | 390   | 370   | 206   | 489   | 0   | 383   | 451   | 221   | 160   | 1036  | 0   |
| Turn Type               | Prot  | NA  | pm+ov   | Prot  | NA  |   | Prot  | NA  | pm+ov   | Prot  | NA  |   |
| Protected Phases        | 3   | 8   | 5   | 7   | 4   |   | 5   | 2   | 7   | 1   | 6   |   |
| Permitted Phases        |   |   | 8   |   |   |   |   |   | 2   |   |   |   |
| Detector Phase          | 3   | 8   | 5   | 7   | 4   |   | 5   | 2   | 7   | 1   | 6   |   |
| Switch Phase            |   |   |   |   |   |   |   |   |   |   |   |   |
| Minimum Initial (s)     | 7.0   | 7.0   | 7.0   | 7.0   | 7.0   |   | 7.0   | 12.0  | 7.0   | 7.0   | 12.0  |   |
| Minimum Split (s)       | 14.0  | 14.0  | 14.0  | 14.0  | 14.0  |   | 14.0  | 19.0  | 14.0  | 14.0  | 19.0  |   |
| Total Split (s)         | 20.0  | 37.0  | 25.0  | 18.0  | 35.0  |   | 25.0  | 68.0  | 18.0  | 27.0  | 70.0  |   |
| Total Split (%)         | 13.3%   | 24.7%   | 16.7%   | 12.0%   | 23.3%   |   | 16.7%   | 45.3%   | 12.0%   | 18.0%   | 46.7%   |   |
| Maximum Green (s)       | 13.0  | 30.0  | 18.0  | 11.0  | 28.0  |   | 18.0  | 61.0  | 11.0  | 20.0  | 63.0  |   |
| Yellow Time (s)         | 5.0   | 5.0   | 5.0   | 5.0   | 5.0   |   | 5.0   | 5.0   | 5.0   | 5.0   | 5.0   |   |
| All-Red Time (s)        | 2.0   | 2.0   | 2.0   | 2.0   | 2.0   |   | 2.0   | 2.0   | 2.0   | 2.0   | 2.0   |   |
| Lost Time Adjust (s)    | -2.0  | -2.0  | -2.0  | -2.0  | -2.0  |   | -2.0  | -2.0  | -2.0  | -2.0  | -2.0  |   |
| Total Lost Time (s)     | 5.0   | 5.0   | 5.0   | 5.0   | 5.0   |   | 5.0   | 5.0   | 5.0   | 5.0   | 5.0   |   |
| Lead/Lag                | Lead  | Lead  | Lead  | Lag   | Lag   |   | Lead  | Lag   | Lag   | Lead  | Lag   |   |
| Lead-Lag Optimize?      | Yes   | Yes   | Yes   | Yes   | Yes   |   | Yes   | Yes   | Yes   | Yes   | Yes   |   |
| Vehicle Extension (s)   | 3.0   | 3.0   | 3.0   | 3.0   | 3.0   |   | 3.0   | 3.0   | 3.0   | 3.0   | 3.0   |   |
| Recall Mode             | None  | None  | None  | None  | None  |   | None  | Min   | None  | None  | Min   |   |
| Act Effct Green (s)     | 15.0  | 32.0  | 52.0  | 13.0  | 30.0  |   | 20.0  | 65.6  | 78.6  | 19.4  | 65.0  |   |
| Actuated g/C Ratio      | 0.10  | 0.21  | 0.35  | 0.09  | 0.20  |   | 0.13  | 0.44  | 0.52  | 0.13  | 0.43  |   |
| v/c Ratio               | 1.85  | 0.99  | 0.68  | 1.36  | 1.38  |   | 1.65  | 0.56  | 0.27  | 0.70  | 1.36  |   |
| Control Delay           | 438.9   | 101.5   | 34.4  | 248.6   | 231.8   |   | 349.6   | 35.4  | 11.4  | 78.5  | 207.2   |   |
| Queue Delay             | 0.0   | 0.0   | 0.0   | 0.0   | 0.0   |   | 0.0   | 0.0   | 0.0   | 0.0   | 0.0   |   |
| Total Delay             | 438.9   | 101.5   | 34.4  | 248.6   | 231.8   |   | 349.6   | 35.4  | 11.4  | 78.5  | 207.2   |   |
| LOS                     | F   | F   | C   | F   | F   |   | F   | D   | B   | E   | F   |   |
| Approach Delay          |   | 179.5   |   |   | 236.8   |   |   | 144.4   |   |   | 190.0   |   |

Lanes, Volumes, Timings  
700: Poplar Tent Rd & Harris Rd

2040 AM No-Build



| Lane Group              | EBL  | EBT  | EBR  | WBL  | WBT  | WBR | NBL  | NBT  | NBR  | SBL  | SBT   | SBR |
|-------------------------|------|------|------|------|------|-----|------|------|------|------|-------|-----|
| Approach LOS            | F    |      |      | F    |      |     | F    |      |      | F    |       |     |
| Queue Length 50th (ft)  | ~480 | 385  | 232  | ~265 | ~633 |     | ~541 | 331  | 64   | 151  | ~1331 |     |
| Queue Length 95th (ft)  | #678 | #603 | 325  | #435 | #858 |     | #752 | 454  | 96   | 231  | #1595 |     |
| Internal Link Dist (ft) | 564  |      |      | 314  |      |     | 664  |      |      | 831  |       |     |
| Turn Bay Length (ft)    | 165  |      | 175  | 205  |      |     | 145  |      | 150  | 110  |       |     |
| Base Capacity (vph)     | 175  | 393  | 543  | 151  | 354  |     | 232  | 802  | 817  | 260  | 759   |     |
| Starvation Cap Reductn  | 0    | 0    | 0    | 0    | 0    |     | 0    | 0    | 0    | 0    | 0     |     |
| Spillback Cap Reductn   | 0    | 0    | 0    | 0    | 0    |     | 0    | 0    | 0    | 0    | 0     |     |
| Storage Cap Reductn     | 0    | 0    | 0    | 0    | 0    |     | 0    | 0    | 0    | 0    | 0     |     |
| Reduced v/c Ratio       | 1.85 | 0.99 | 0.68 | 1.36 | 1.38 |     | 1.65 | 0.56 | 0.27 | 0.62 | 1.36  |     |

Intersection Summary
























Area Type: Other  
 Cycle Length: 150  
 Actuated Cycle Length: 150  
 Natural Cycle: 150  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 1.85  
 Intersection Signal Delay: 183.3  
 Intersection LOS: F  
 Intersection Capacity Utilization 128.4%  
 ICU Level of Service H  
 Analysis Period (min) 15  
 ~ Volume exceeds capacity, queue is theoretically infinite.  
 Queue shown is maximum after two cycles.  
 # 95th percentile volume exceeds capacity, queue may be longer.  
 Queue shown is maximum after two cycles.

Splits and Phases: 700: Poplar Tent Rd & Harris Rd



Lanes, Volumes, Timings  
70: Poplar Tent Rd & Harris Rd

2040 PM No-Build

|                         |  |  |  |  |  |  |  |  |  |  |  |  |
|-------------------------|---|---|---|---|---|---|--|---|---|---|---|---|
| Lane Group              | EBL   | EBT   | EBR   | WBL   | WBT   | WBR   | NBL  | NBT   | NBR   | SBL   | SBT   | SBR   |
| Lane Configurations     |  |  |  |  |  |   |  |  |  |  |  |  |
| Traffic Volume (vph)    | 398   | 338   | 345   | 199   | 351   | 144   | 333  | 535   | 185   | 102   | 406   | 292   |
| Future Volume (vph)     | 398   | 338   | 345   | 199   | 351   | 144   | 333  | 535   | 185   | 102   | 406   | 292   |
| Ideal Flow (vphpl)      | 1900  | 1900  | 1900  | 1900  | 1900  | 1900  | 1900   | 1900  | 1900  | 1900  | 1900  | 1900  |
| Grade (%)               |   | 0%  |   |   | 1%  |   |  | 1%  |   |   | -3%   |   |
| Storage Length (ft)     | 165   |   | 175   | 205   |   | 0   | 145  |   | 150   | 110   |   | 0   |
| Storage Lanes           | 1   |   | 1   | 1   |   | 0   | 1  |   | 1   | 1   |   | 0   |
| Taper Length (ft)       | 100   |   |   | 70  |   |   | 80   |   |   | 70  |   |   |
| Lane Util. Factor       | 1.00  | 1.00  | 1.00  | 1.00  | 1.00  | 1.00  | 1.00   | 1.00  | 1.00  | 1.00  | 1.00  | 1.00  |
| Frt                     |   |   | 0.850   |   |   | 0.956   |  |   |   | 0.850   |   | 0.937   |
| Flt Protected           | 0.950   |   |   | 0.950   |   |   | 0.950  |   |   | 0.950   |   |   |
| Satd. Flow (prot)       | 1752  | 1845  | 1568  | 1744  | 1755  | 0   | 1744   | 1835  | 1560  | 1779  | 1754  | 0   |
| Flt Permitted           | 0.950   |   |   | 0.950   |   |   | 0.950  |   |   | 0.950   |   |   |
| Satd. Flow (perm)       | 1752  | 1845  | 1568  | 1744  | 1755  | 0   | 1744   | 1835  | 1560  | 1779  | 1754  | 0   |
| Right Turn on Red       |   |   | No  |   |   | No  |  |   | No  |   |   | No  |
| Satd. Flow (RTOR)       |   |   |   |   |   |   |  |   |   |   |   |   |
| Link Speed (mph)        |   | 45  |   |   | 45  |   |  | 45  |   |   | 45  |   |
| Link Distance (ft)      |   | 644   |   |   | 394   |   |  | 744   |   |   | 911   |   |
| Travel Time (s)         |   | 9.8   |   |   | 6.0   |   |  | 11.3  |   |   | 13.8  |   |
| Peak Hour Factor        | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  | 0.90   | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  |
| Adj. Flow (vph)         | 442   | 376   | 383   | 221   | 390   | 160   | 370  | 594   | 206   | 113   | 451   | 324   |
| Shared Lane Traffic (%) |   |   |   |   |   |   |  |   |   |   |   |   |
| Lane Group Flow (vph)   | 442   | 376   | 383   | 221   | 550   | 0   | 370  | 594   | 206   | 113   | 775   | 0   |
| Turn Type               | Prot  | NA  | Perm  | Prot  | NA  |   | Prot   | NA  | pm+ov   | Prot  | NA  |   |
| Protected Phases        | 3   | 8   |   | 7   | 4   |   | 5  | 2   | 7   | 1   | 6   |   |
| Permitted Phases        |   |   | 8   |   |   |   |  |   | 2   |   |   |   |
| Detector Phase          | 3   | 8   | 8   | 7   | 4   |   | 5  | 2   | 7   | 1   | 6   |   |
| Switch Phase            |   |   |   |   |   |   |  |   |   |   |   |   |
| Minimum Initial (s)     | 7.0   | 7.0   | 7.0   | 7.0   | 7.0   |   | 7.0  | 12.0  | 7.0   | 7.0   | 12.0  |   |
| Minimum Split (s)       | 14.0  | 14.0  | 14.0  | 14.0  | 14.0  |   | 14.0   | 19.0  | 14.0  | 14.0  | 19.0  |   |
| Total Split (s)         | 32.0  | 45.0  | 45.0  | 25.0  | 38.0  |   | 28.0   | 62.0  | 25.0  | 18.0  | 52.0  |   |
| Total Split (%)         | 21.3%   | 30.0%   | 30.0%   | 16.7%   | 25.3%   |   | 18.7%  | 41.3%   | 16.7%   | 12.0%   | 34.7%   |   |
| Maximum Green (s)       | 25.0  | 38.0  | 38.0  | 18.0  | 31.0  |   | 21.0   | 55.0  | 18.0  | 11.0  | 45.0  |   |
| Yellow Time (s)         | 5.0   | 5.0   | 5.0   | 5.0   | 5.0   |   | 5.0  | 5.0   | 5.0   | 5.0   | 5.0   |   |
| All-Red Time (s)        | 2.0   | 2.0   | 2.0   | 2.0   | 2.0   |   | 2.0  | 2.0   | 2.0   | 2.0   | 2.0   |   |
| Lost Time Adjust (s)    | -2.0  | -2.0  | -2.0  | -2.0  | -2.0  |   | -2.0   | -2.0  | -2.0  | -2.0  | -2.0  |   |
| Total Lost Time (s)     | 5.0   | 5.0   | 5.0   | 5.0   | 5.0   |   | 5.0  | 5.0   | 5.0   | 5.0   | 5.0   |   |
| Lead/Lag                | Lead  | Lag   | Lag   | Lead  | Lag   |   | Lead   | Lag   | Lead  | Lead  | Lag   |   |
| Lead-Lag Optimize?      | Yes   | Yes   | Yes   | Yes   | Yes   |   | Yes  | Yes   | Yes   | Yes   | Yes   |   |
| Vehicle Extension (s)   | 3.0   | 3.0   | 3.0   | 3.0   | 3.0   |   | 3.0  | 3.0   | 3.0   | 3.0   | 3.0   |   |
| Recall Mode             | None  | None  | None  | None  | None  |   | None   | Min   | None  | None  | Min   |   |
| Act Effct Green (s)     | 27.0  | 40.0  | 40.0  | 20.0  | 33.0  |   | 23.0   | 57.2  | 82.2  | 12.8  | 47.0  |   |
| Actuated g/C Ratio      | 0.18  | 0.27  | 0.27  | 0.13  | 0.22  |   | 0.15   | 0.38  | 0.55  | 0.09  | 0.31  |   |
| v/c Ratio               | 1.40  | 0.76  | 0.92  | 0.95  | 1.42  |   | 1.39   | 0.85  | 0.24  | 0.75  | 1.41  |   |
| Control Delay           | 243.0   | 62.2  | 80.7  | 111.5   | 247.1   |   | 240.1  | 55.3  | 18.6  | 95.3  | 234.1   |   |
| Queue Delay             | 0.0   | 0.0   | 0.0   | 0.0   | 0.0   |   | 0.0  | 0.0   | 0.0   | 0.0   | 0.0   |   |
| Total Delay             | 243.0   | 62.2  | 80.7  | 111.5   | 247.1   |   | 240.1  | 55.3  | 18.6  | 95.3  | 234.1   |   |
| LOS                     | F   | E   | F   | F   | F   |   | F  | E   | B   | F   | F   |   |
| Approach Delay          |   | 134.6   |   |   | 208.2   |   |  | 107.3   |   |   | 216.4   |   |

Lanes, Volumes, Timings  
70: Poplar Tent Rd & Harris Rd

2040 PM No-Build

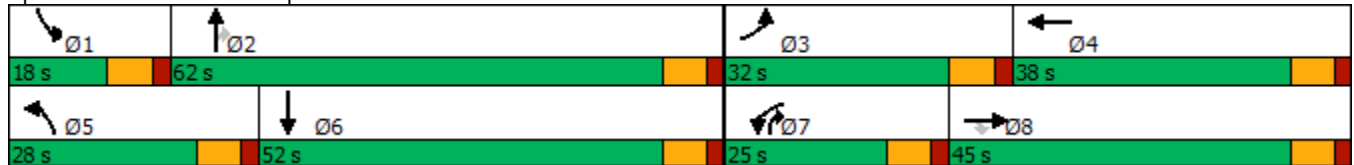


| Lane Group              | EBL  | EBT  | EBR  | WBL  | WBT  | WBR | NBL  | NBT  | NBR  | SBL  | SBT   | SBR |
|-------------------------|------|------|------|------|------|-----|------|------|------|------|-------|-----|
| Approach LOS            |      | F    |      |      |      | F   |      |      |      | F    |       |     |
| Queue Length 50th (ft)  | ~577 | 341  | 366  | 218  | ~724 |     | ~479 | 531  | 102  | 110  | ~1015 |     |
| Queue Length 95th (ft)  | #796 | 467  | #564 | #387 | #957 |     | #688 | #735 | 153  | #207 | #1266 |     |
| Internal Link Dist (ft) |      | 564  |      |      |      | 314 |      |      |      | 664  |       |     |
| Turn Bay Length (ft)    | 165  |      | 175  | 205  |      |     | 145  |      | 150  | 110  |       |     |
| Base Capacity (vph)     | 315  | 492  | 418  | 232  | 386  |     | 267  | 700  | 855  | 154  | 549   |     |
| Starvation Cap Reductn  | 0    | 0    | 0    | 0    | 0    |     | 0    | 0    | 0    | 0    | 0     |     |
| Spillback Cap Reductn   | 0    | 0    | 0    | 0    | 0    |     | 0    | 0    | 0    | 0    | 0     |     |
| Storage Cap Reductn     | 0    | 0    | 0    | 0    | 0    |     | 0    | 0    | 0    | 0    | 0     |     |
| Reduced v/c Ratio       | 1.40 | 0.76 | 0.92 | 0.95 | 1.42 |     | 1.39 | 0.85 | 0.24 | 0.73 | 1.41  |     |

Intersection Summary

Area Type: Other  
 Cycle Length: 150  
 Actuated Cycle Length: 150  
 Natural Cycle: 150  
 Control Type: Actuated-Uncoordinated  
 Maximum v/c Ratio: 1.42  
 Intersection Signal Delay: 158.8  
 Intersection LOS: F  
 Intersection Capacity Utilization 123.6%  
 ICU Level of Service H  
 Analysis Period (min) 15  
 ~ Volume exceeds capacity, queue is theoretically infinite.  
 Queue shown is maximum after two cycles.  
 # 95th percentile volume exceeds capacity, queue may be longer.  
 Queue shown is maximum after two cycles.













Splits and Phases: 70: Poplar Tent Rd & Harris Rd





Lanes, Volumes, Timings  
710: Poplar Tent Rd & WB Harris Rd

2040 AM Superstreet Build

|                         |  |  |  |  |  |  |  |  |  |  |  |  |
|-------------------------|---|---|---|---|---|---|--|---|---|---|---|---|
| Lane Group              | EBL   | EBT   | EBR   | WBL   | WBT   | WBR   | NBL  | NBT   | NBR   | SBL   | SBT   | SBR   |
| Lane Configurations     |   | ↑   |   |   |   | ↗↗  |  | ↑↑  | ↗   |   |   |   |
| Traffic Volume (vph)    | 0   | 176   | 0   | 0   | 0   | 620   | 0  | 1174  | 525   | 0   | 0   | 0   |
| Future Volume (vph)     | 0   | 176   | 0   | 0   | 0   | 620   | 0  | 1174  | 525   | 0   | 0   | 0   |
| Ideal Flow (vphpl)      | 1900  | 1900  | 1900  | 1900  | 1900  | 1900  | 1900   | 1900  | 1900  | 1900  | 1900  | 1900  |
| Grade (%)               |   | -3%   |   |   | 1%  |   |  | 1%  |   |   | 0%  |   |
| Storage Length (ft)     | 0   |   | 0   | 0   |   | 250   | 0  |   | 0   | 0   |   | 0   |
| Storage Lanes           | 0   |   | 0   | 0   |   | 1   | 0  |   | 1   | 0   |   | 0   |
| Taper Length (ft)       | 25  |   |   | 25  |   |   | 25   |   |   | 25  |   |   |
| Lane Util. Factor       | 1.00  | 1.00  | 1.00  | 1.00  | 1.00  | 0.88  | 1.00   | 0.95  | 1.00  | 1.00  | 1.00  | 1.00  |
| Frt                     |   |   |   |   |   | 0.850   |  |   | 0.850   |   |   |   |
| Flt Protected           |   |   |   |   |   |   |  |   |   |   |   |   |
| Satd. Flow (prot)       | 0   | 1872  | 0   | 0   | 0   | 2746  | 0  | 3487  | 1560  | 0   | 0   | 0   |
| Flt Permitted           |   |   |   |   |   |   |  |   |   |   |   |   |
| Satd. Flow (perm)       | 0   | 1872  | 0   | 0   | 0   | 2746  | 0  | 3487  | 1560  | 0   | 0   | 0   |
| Right Turn on Red       | No  |   | No  |   |   | No  |  |   | No  |   |   | No  |
| Satd. Flow (RTOR)       |   |   |   |   |   |   |  |   |   |   |   |   |
| Link Speed (mph)        |   | 35  |   |   | 45  |   |  | 45  |   |   | 45  |   |
| Link Distance (ft)      |   | 312   |   |   | 703   |   |  | 176   |   |   | 843   |   |
| Travel Time (s)         |   | 6.1   |   |   | 10.7  |   |  | 2.7   |   |   | 12.8  |   |
| Peak Hour Factor        | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  | 0.90   | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  |
| Adj. Flow (vph)         | 0   | 196   | 0   | 0   | 0   | 689   | 0  | 1304  | 583   | 0   | 0   | 0   |
| Shared Lane Traffic (%) |   |   |   |   |   |   |  |   |   |   |   |   |
| Lane Group Flow (vph)   | 0   | 196   | 0   | 0   | 0   | 689   | 0  | 1304  | 583   | 0   | 0   | 0   |
| Turn Type               |   | NA  |   |   |   | Perm  |  | NA  | Perm  |   |   |   |
| Protected Phases        |   | 4   |   |   |   |   |  | 2   |   |   |   |   |
| Permitted Phases        |   |   |   |   |   | 8   |  |   | 2   |   |   |   |
| Detector Phase          |   | 4   |   |   |   | 8   |  | 2   | 2   |   |   |   |
| Switch Phase            |   |   |   |   |   |   |  |   |   |   |   |   |
| Minimum Initial (s)     |   | 7.0   |   |   |   | 7.0   |  | 12.0  | 12.0  |   |   |   |
| Minimum Split (s)       |   | 14.0  |   |   |   | 14.0  |  | 19.0  | 19.0  |   |   |   |
| Total Split (s)         |   | 24.0  |   |   |   | 24.0  |  | 36.0  | 36.0  |   |   |   |
| Total Split (%)         |   | 40.0%   |   |   |   | 40.0%   |  | 60.0%   | 60.0%   |   |   |   |
| Maximum Green (s)       |   | 17.0  |   |   |   | 17.0  |  | 29.0  | 29.0  |   |   |   |
| Yellow Time (s)         |   | 5.0   |   |   |   | 5.0   |  | 5.0   | 5.0   |   |   |   |
| All-Red Time (s)        |   | 2.0   |   |   |   | 2.0   |  | 2.0   | 2.0   |   |   |   |
| Lost Time Adjust (s)    |   | -2.0  |   |   |   | -2.0  |  | -2.0  | -2.0  |   |   |   |
| Total Lost Time (s)     |   | 5.0   |   |   |   | 5.0   |  | 5.0   | 5.0   |   |   |   |
| Lead/Lag                |   |   |   |   |   |   |  |   |   |   |   |   |
| Lead-Lag Optimize?      |   |   |   |   |   |   |  |   |   |   |   |   |
| Vehicle Extension (s)   |   | 3.0   |   |   |   | 3.0   |  | 3.0   | 3.0   |   |   |   |
| Recall Mode             |   | None  |   |   |   | None  |  | C-Max   | C-Max   |   |   |   |
| Act Effct Green (s)     |   | 18.6  |   |   |   | 18.6  |  | 31.4  | 31.4  |   |   |   |
| Actuated g/C Ratio      |   | 0.31  |   |   |   | 0.31  |  | 0.52  | 0.52  |   |   |   |
| v/c Ratio               |   | 0.34  |   |   |   | 0.81  |  | 0.71  | 0.71  |   |   |   |
| Control Delay           |   | 17.8  |   |   |   | 28.4  |  | 13.4  | 16.1  |   |   |   |
| Queue Delay             |   | 0.0   |   |   |   | 0.0   |  | 0.0   | 0.0   |   |   |   |
| Total Delay             |   | 17.8  |   |   |   | 28.4  |  | 13.4  | 16.1  |   |   |   |
| LOS                     |   | B   |   |   |   | C   |  | B   | B   |   |   |   |
| Approach Delay          |   | 17.8  |   |   | 28.4  |   |  | 14.2  |   |   |   |   |

Lanes, Volumes, Timings  
710: Poplar Tent Rd & WB Harris Rd

2040 AM Superstreet Build



| Lane Group              | EBL | EBT  | EBR | WBL | WBT | WBR  | NBL | NBT  | NBR  | SBL | SBT | SBR |
|-------------------------|-----|------|-----|-----|-----|------|-----|------|------|-----|-----|-----|
| Approach LOS            |     | B    |     |     |     | C    |     |      |      | B   |     |     |
| Queue Length 50th (ft)  |     | 53   |     |     |     | 127  |     | 187  | 160  |     |     |     |
| Queue Length 95th (ft)  |     | 100  |     |     |     | #215 |     | m254 | m224 |     |     |     |
| Internal Link Dist (ft) |     | 232  |     |     | 623 |      |     | 96   |      |     | 763 |     |
| Turn Bay Length (ft)    |     |      |     |     |     | 250  |     |      |      |     |     |     |
| Base Capacity (vph)     |     | 592  |     |     |     | 869  |     | 1825 | 817  |     |     |     |
| Starvation Cap Reductn  |     | 0    |     |     |     | 0    |     | 0    | 0    |     |     |     |
| Spillback Cap Reductn   |     | 0    |     |     |     | 0    |     | 0    | 0    |     |     |     |
| Storage Cap Reductn     |     | 0    |     |     |     | 0    |     | 0    | 0    |     |     |     |
| Reduced v/c Ratio       |     | 0.33 |     |     |     | 0.79 |     | 0.71 | 0.71 |     |     |     |

Intersection Summary

Area Type: Other  
 Cycle Length: 60  
 Actuated Cycle Length: 60  
 Offset: 0 (0%), Referenced to phase 2:NBT, Start of Green  
 Natural Cycle: 55  
 Control Type: Actuated-Coordinated  
 Maximum v/c Ratio: 0.81  
 Intersection Signal Delay: 18.0  
 Intersection Capacity Utilization 62.5%  
 Analysis Period (min) 15  
 Intersection LOS: B  
 ICU Level of Service B

# 95th percentile volume exceeds capacity, queue may be longer.  
 Queue shown is maximum after two cycles.  
 m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 710: Poplar Tent Rd & WB Harris Rd



Lanes, Volumes, Timings  
 690: Poplar Tent Rd/SB Poplar Tent Rd & EB Harris Rd

2040 AM Superstreet Build

| Lane Group              | EBL  | EBT  | EBR   | WBL  | WBT   | WBR  | NBL  | NBT  | NBR  | SBL  | SBT   | SBR   |
|-------------------------|------|------|-------|------|-------|------|------|------|------|------|-------|-------|
| Lane Configurations     |      |      |       |      |       |      |      |      |      |      |       |       |
| Traffic Volume (vph)    | 0    | 0    | 998   | 0    | 418   | 0    | 0    | 0    | 0    | 0    | 1434  | 713   |
| Future Volume (vph)     | 0    | 0    | 998   | 0    | 418   | 0    | 0    | 0    | 0    | 0    | 1434  | 713   |
| Ideal Flow (vphpl)      | 1900 | 1900 | 1900  | 1900 | 1900  | 1900 | 1900 | 1900 | 1900 | 1900 | 1900  | 1900  |
| Grade (%)               |      | 0%   |       |      | 1%    |      |      | 0%   |      |      | -3%   |       |
| Storage Length (ft)     | 0    |      | 500   | 0    |       | 0    | 0    |      | 0    | 0    |       | 0     |
| Storage Lanes           | 0    |      | 1     | 0    |       | 0    | 0    |      | 0    | 0    |       | 2     |
| Taper Length (ft)       | 25   |      |       | 25   |       |      | 25   |      |      | 25   |       |       |
| Lane Util. Factor       | 1.00 | 1.00 | 0.88  | 1.00 | 1.00  | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.95  | 0.88  |
| Frt                     |      |      | 0.850 |      |       |      |      |      |      |      |       | 0.850 |
| Flt Protected           |      |      |       |      |       |      |      |      |      |      |       |       |
| Satd. Flow (prot)       | 0    | 0    | 2760  | 0    | 1835  | 0    | 0    | 0    | 0    | 0    | 3557  | 2801  |
| Flt Permitted           |      |      |       |      |       |      |      |      |      |      |       |       |
| Satd. Flow (perm)       | 0    | 0    | 2760  | 0    | 1835  | 0    | 0    | 0    | 0    | 0    | 3557  | 2801  |
| Right Turn on Red       |      |      | No    | No   |       | No   |      |      | No   |      |       | No    |
| Satd. Flow (RTOR)       |      |      |       |      |       |      |      |      |      |      |       |       |
| Link Speed (mph)        |      | 45   |       |      | 35    |      |      | 45   |      |      | 45    |       |
| Link Distance (ft)      |      | 956  |       |      | 263   |      |      | 481  |      |      | 209   |       |
| Travel Time (s)         |      | 14.5 |       |      | 5.1   |      |      | 7.3  |      |      | 3.2   |       |
| Peak Hour Factor        | 0.90 | 0.90 | 0.90  | 0.90 | 0.90  | 0.90 | 0.90 | 0.90 | 0.90 | 0.90 | 0.90  | 0.90  |
| Adj. Flow (vph)         | 0    | 0    | 1109  | 0    | 464   | 0    | 0    | 0    | 0    | 0    | 1593  | 792   |
| Shared Lane Traffic (%) |      |      |       |      |       |      |      |      |      |      |       |       |
| Lane Group Flow (vph)   | 0    | 0    | 1109  | 0    | 464   | 0    | 0    | 0    | 0    | 0    | 1593  | 792   |
| Turn Type               |      |      | Perm  |      | NA    |      |      |      |      |      | NA    | Perm  |
| Protected Phases        |      |      |       |      | 8     |      |      |      |      |      | 6     |       |
| Permitted Phases        |      |      | 4     |      |       |      |      |      |      |      |       | 6     |
| Detector Phase          |      |      | 4     |      | 8     |      |      |      |      |      | 6     | 6     |
| Switch Phase            |      |      |       |      |       |      |      |      |      |      |       |       |
| Minimum Initial (s)     |      |      | 7.0   |      | 7.0   |      |      |      |      |      | 12.0  | 12.0  |
| Minimum Split (s)       |      |      | 14.0  |      | 14.0  |      |      |      |      |      | 19.0  | 19.0  |
| Total Split (s)         |      |      | 33.0  |      | 33.0  |      |      |      |      |      | 37.0  | 37.0  |
| Total Split (%)         |      |      | 47.1% |      | 47.1% |      |      |      |      |      | 52.9% | 52.9% |
| Maximum Green (s)       |      |      | 26.0  |      | 26.0  |      |      |      |      |      | 30.0  | 30.0  |
| Yellow Time (s)         |      |      | 5.0   |      | 5.0   |      |      |      |      |      | 5.0   | 5.0   |
| All-Red Time (s)        |      |      | 2.0   |      | 2.0   |      |      |      |      |      | 2.0   | 2.0   |
| Lost Time Adjust (s)    |      |      | -2.0  |      | -2.0  |      |      |      |      |      | -2.0  | -2.0  |
| Total Lost Time (s)     |      |      | 5.0   |      | 5.0   |      |      |      |      |      | 5.0   | 5.0   |
| Lead/Lag                |      |      |       |      |       |      |      |      |      |      |       |       |
| Lead-Lag Optimize?      |      |      |       |      |       |      |      |      |      |      |       |       |
| Vehicle Extension (s)   |      |      | 3.0   |      | 3.0   |      |      |      |      |      | 3.0   | 3.0   |
| Recall Mode             |      |      | None  |      | None  |      |      |      |      |      | C-Max | C-Max |
| Act Effct Green (s)     |      |      | 28.0  |      | 28.0  |      |      |      |      |      | 32.0  | 32.0  |
| Actuated g/C Ratio      |      |      | 0.40  |      | 0.40  |      |      |      |      |      | 0.46  | 0.46  |
| v/c Ratio               |      |      | 1.00  |      | 0.63  |      |      |      |      |      | 0.98  | 0.62  |
| Control Delay           |      |      | 51.5  |      | 21.6  |      |      |      |      |      | 28.9  | 12.5  |
| Queue Delay             |      |      | 0.0   |      | 0.0   |      |      |      |      |      | 0.0   | 0.0   |
| Total Delay             |      |      | 51.5  |      | 21.6  |      |      |      |      |      | 28.9  | 12.5  |
| LOS                     |      |      | D     |      | C     |      |      |      |      |      | C     | B     |
| Approach Delay          |      | 51.5 |       |      | 21.6  |      |      |      |      |      | 23.4  |       |

Lanes, Volumes, Timings  
 690: Poplar Tent Rd/SB Poplar Tent Rd & EB Harris Rd

2040 AM Superstreet Build



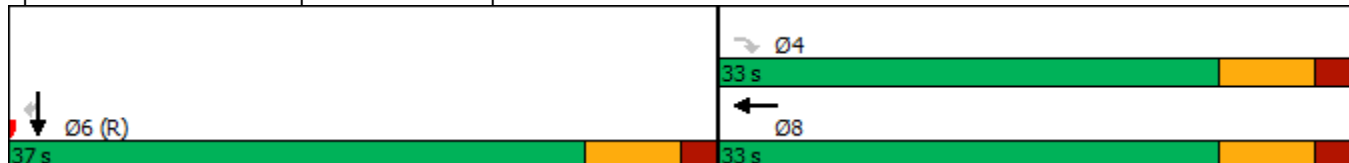
| Lane Group              | EBL | EBT | EBR  | WBL | WBT  | WBR | NBL | NBT | NBR | SBL | SBT  | SBR  |
|-------------------------|-----|-----|------|-----|------|-----|-----|-----|-----|-----|------|------|
| Approach LOS            |     | D   |      |     | C    |     |     |     |     |     | C    |      |
| Queue Length 50th (ft)  |     |     | ~265 |     | 156  |     |     |     |     |     | 285  | 96   |
| Queue Length 95th (ft)  |     |     | #417 |     | 250  |     |     |     |     |     | #503 | m152 |
| Internal Link Dist (ft) |     | 876 |      |     | 183  |     |     | 401 |     |     | 129  |      |
| Turn Bay Length (ft)    |     |     | 500  |     |      |     |     |     |     |     |      |      |
| Base Capacity (vph)     |     |     | 1104 |     | 734  |     |     |     |     |     | 1626 | 1280 |
| Starvation Cap Reductn  |     |     | 0    |     | 0    |     |     |     |     |     | 0    | 0    |
| Spillback Cap Reductn   |     |     | 0    |     | 0    |     |     |     |     |     | 0    | 0    |
| Storage Cap Reductn     |     |     | 0    |     | 0    |     |     |     |     |     | 0    | 0    |
| Reduced v/c Ratio       |     |     | 1.00 |     | 0.63 |     |     |     |     |     | 0.98 | 0.62 |

Intersection Summary

Area Type: Other  
 Cycle Length: 70  
 Actuated Cycle Length: 70  
 Offset: 14 (20%), Referenced to phase 6:SBT, Start of Green  
 Natural Cycle: 80  
 Control Type: Actuated-Coordinated  
 Maximum v/c Ratio: 1.00  
 Intersection Signal Delay: 31.1  
 Intersection LOS: C  
 Intersection Capacity Utilization 110.5%  
 ICU Level of Service H  
 Analysis Period (min) 15

- ~ Volume exceeds capacity, queue is theoretically infinite.  
 Queue shown is maximum after two cycles.
- # 95th percentile volume exceeds capacity, queue may be longer.  
 Queue shown is maximum after two cycles.
- m Volume for 95th percentile queue is metered by upstream signal.













Splits and Phases: 690: Poplar Tent Rd/SB Poplar Tent Rd & EB Harris Rd





Lanes, Volumes, Timings  
710: Poplar Tent Rd & WB Harris Rd

2040 PM Superstreet Build

|                         |  |  |  |  |  |  |  |  |  |  |  |  |
|-------------------------|---|---|---|---|---|---|--|---|---|---|---|---|
| Lane Group              | EBL   | EBT   | EBR   | WBL   | WBT   | WBR   | NBL  | NBT   | NBR   | SBL   | SBT   | SBR   |
| Lane Configurations     |   | ↑   |   |   |   | ↗↗  |  | ↑↑  | ↗   |   |   |   |
| Traffic Volume (vph)    | 0   | 125   | 0   | 0   | 0   | 701   | 0  | 1538  | 495   | 0   | 0   | 0   |
| Future Volume (vph)     | 0   | 125   | 0   | 0   | 0   | 701   | 0  | 1538  | 495   | 0   | 0   | 0   |
| Ideal Flow (vphpl)      | 1900  | 1900  | 1900  | 1900  | 1900  | 1900  | 1900   | 1900  | 1900  | 1900  | 1900  | 1900  |
| Grade (%)               |   | -3%   |   |   | 1%  |   |  | 1%  |   |   | 0%  |   |
| Storage Length (ft)     | 0   |   | 0   | 0   |   | 250   | 0  |   | 0   | 0   |   | 0   |
| Storage Lanes           | 0   |   | 0   | 0   |   | 1   | 0  |   | 1   | 0   |   | 0   |
| Taper Length (ft)       | 25  |   |   | 25  |   |   | 25   |   |   | 25  |   |   |
| Lane Util. Factor       | 1.00  | 1.00  | 1.00  | 1.00  | 1.00  | 0.88  | 1.00   | 0.95  | 1.00  | 1.00  | 1.00  | 1.00  |
| Frt                     |   |   |   |   |   | 0.850   |  |   | 0.850   |   |   |   |
| Flt Protected           |   |   |   |   |   |   |  |   |   |   |   |   |
| Satd. Flow (prot)       | 0   | 1872  | 0   | 0   | 0   | 2746  | 0  | 3487  | 1560  | 0   | 0   | 0   |
| Flt Permitted           |   |   |   |   |   |   |  |   |   |   |   |   |
| Satd. Flow (perm)       | 0   | 1872  | 0   | 0   | 0   | 2746  | 0  | 3487  | 1560  | 0   | 0   | 0   |
| Right Turn on Red       | No  |   | No  |   |   | No  |  |   | No  |   |   | No  |
| Satd. Flow (RTOR)       |   |   |   |   |   |   |  |   |   |   |   |   |
| Link Speed (mph)        |   | 35  |   |   | 45  |   |  | 45  |   |   | 45  |   |
| Link Distance (ft)      |   | 312   |   |   | 703   |   |  | 176   |   |   | 843   |   |
| Travel Time (s)         |   | 6.1   |   |   | 10.7  |   |  | 2.7   |   |   | 12.8  |   |
| Peak Hour Factor        | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  | 0.90   | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  |
| Adj. Flow (vph)         | 0   | 139   | 0   | 0   | 0   | 779   | 0  | 1709  | 550   | 0   | 0   | 0   |
| Shared Lane Traffic (%) |   |   |   |   |   |   |  |   |   |   |   |   |
| Lane Group Flow (vph)   | 0   | 139   | 0   | 0   | 0   | 779   | 0  | 1709  | 550   | 0   | 0   | 0   |
| Turn Type               |   | NA  |   |   |   | Perm  |  | NA  | Perm  |   |   |   |
| Protected Phases        |   | 4   |   |   |   |   |  | 2   |   |   |   |   |
| Permitted Phases        |   |   |   |   |   | 8   |  |   | 2   |   |   |   |
| Detector Phase          |   | 4   |   |   |   | 8   |  | 2   | 2   |   |   |   |
| Switch Phase            |   |   |   |   |   |   |  |   |   |   |   |   |
| Minimum Initial (s)     |   | 7.0   |   |   |   | 7.0   |  | 12.0  | 12.0  |   |   |   |
| Minimum Split (s)       |   | 14.0  |   |   |   | 14.0  |  | 19.0  | 19.0  |   |   |   |
| Total Split (s)         |   | 27.0  |   |   |   | 27.0  |  | 43.0  | 43.0  |   |   |   |
| Total Split (%)         |   | 38.6%   |   |   |   | 38.6%   |  | 61.4%   | 61.4%   |   |   |   |
| Maximum Green (s)       |   | 20.0  |   |   |   | 20.0  |  | 36.0  | 36.0  |   |   |   |
| Yellow Time (s)         |   | 5.0   |   |   |   | 5.0   |  | 5.0   | 5.0   |   |   |   |
| All-Red Time (s)        |   | 2.0   |   |   |   | 2.0   |  | 2.0   | 2.0   |   |   |   |
| Lost Time Adjust (s)    |   | -2.0  |   |   |   | -2.0  |  | -2.0  | -2.0  |   |   |   |
| Total Lost Time (s)     |   | 5.0   |   |   |   | 5.0   |  | 5.0   | 5.0   |   |   |   |
| Lead/Lag                |   |   |   |   |   |   |  |   |   |   |   |   |
| Lead-Lag Optimize?      |   |   |   |   |   |   |  |   |   |   |   |   |
| Vehicle Extension (s)   |   | 3.0   |   |   |   | 3.0   |  | 3.0   | 3.0   |   |   |   |
| Recall Mode             |   | None  |   |   |   | None  |  | C-Max   | C-Max   |   |   |   |
| Act Effct Green (s)     |   | 22.0  |   |   |   | 22.0  |  | 38.0  | 38.0  |   |   |   |
| Actuated g/C Ratio      |   | 0.31  |   |   |   | 0.31  |  | 0.54  | 0.54  |   |   |   |
| v/c Ratio               |   | 0.24  |   |   |   | 0.90  |  | 0.90  | 0.65  |   |   |   |
| Control Delay           |   | 19.1  |   |   |   | 39.3  |  | 16.6  | 11.3  |   |   |   |
| Queue Delay             |   | 0.0   |   |   |   | 0.0   |  | 0.0   | 0.0   |   |   |   |
| Total Delay             |   | 19.1  |   |   |   | 39.3  |  | 16.6  | 11.3  |   |   |   |
| LOS                     |   | B   |   |   |   | D   |  | B   | B   |   |   |   |
| Approach Delay          |   | 19.1  |   |   | 39.3  |   |  | 15.3  |   |   |   |   |

Lanes, Volumes, Timings  
710: Poplar Tent Rd & WB Harris Rd

2040 PM Superstreet Build



| Lane Group              | EBL | EBT  | EBR | WBL | WBT | WBR  | NBL | NBT  | NBR  | SBL | SBT | SBR |
|-------------------------|-----|------|-----|-----|-----|------|-----|------|------|-----|-----|-----|
| Approach LOS            |     | B    |     |     | D   |      |     | B    |      |     |     |     |
| Queue Length 50th (ft)  |     | 44   |     |     |     | 180  |     | 273  | 116  |     |     |     |
| Queue Length 95th (ft)  |     | 84   |     |     |     | #294 |     | m328 | m143 |     |     |     |
| Internal Link Dist (ft) |     | 232  |     |     | 623 |      |     | 96   |      |     | 763 |     |
| Turn Bay Length (ft)    |     |      |     |     |     | 250  |     |      |      |     |     |     |
| Base Capacity (vph)     |     | 588  |     |     |     | 863  |     | 1893 | 847  |     |     |     |
| Starvation Cap Reductn  |     | 0    |     |     |     | 0    |     | 0    | 0    |     |     |     |
| Spillback Cap Reductn   |     | 0    |     |     |     | 0    |     | 0    | 0    |     |     |     |
| Storage Cap Reductn     |     | 0    |     |     |     | 0    |     | 0    | 0    |     |     |     |
| Reduced v/c Ratio       |     | 0.24 |     |     |     | 0.90 |     | 0.90 | 0.65 |     |     |     |

Intersection Summary




















Area Type: Other  
 Cycle Length: 70  
 Actuated Cycle Length: 70  
 Offset: 24 (34%), Referenced to phase 2:NBT, Start of Green  
 Natural Cycle: 70  
 Control Type: Actuated-Coordinated  
 Maximum v/c Ratio: 0.90  
 Intersection Signal Delay: 21.3  
 Intersection LOS: C  
 Intersection Capacity Utilization 75.4%  
 ICU Level of Service D  
 Analysis Period (min) 15  
 # 95th percentile volume exceeds capacity, queue may be longer.  
 Queue shown is maximum after two cycles.  
 m Volume for 95th percentile queue is metered by upstream signal.

Splits and Phases: 710: Poplar Tent Rd & WB Harris Rd



Lanes, Volumes, Timings  
 690: Poplar Tent Rd/SB Poplar Tent Rd & EB Harris Rd

2040 PM Superstreet Build

|                         |  |  |    |  |  |  |  |  |  |  |    |    |
|-------------------------|---|---|---|---|---|---|--|---|---|---|---|---|
| Lane Group              | EBL   | EBT   | EBR   | WBL   | WBT   | WBR   | NBL  | NBT   | NBR   | SBL   | SBT   | SBR   |
| Lane Configurations     |   |   |   |   |  |   |  |   |   |   |   |   |
| Traffic Volume (vph)    | 0   | 0   | 1131  | 0   | 393   | 0   | 0  | 0   | 0   | 0   | 1153  | 605   |
| Future Volume (vph)     | 0   | 0   | 1131  | 0   | 393   | 0   | 0  | 0   | 0   | 0   | 1153  | 605   |
| Ideal Flow (vphpl)      | 1900  | 1900  | 1900  | 1900  | 1900  | 1900  | 1900   | 1900  | 1900  | 1900  | 1900  | 1900  |
| Grade (%)               |   | 0%  |   |   | 1%  |   |  | 0%  |   |   | -3%   |   |
| Storage Length (ft)     | 0   |   | 500   | 0   |   | 0   | 0  |   | 0   | 0   |   | 0   |
| Storage Lanes           | 0   |   | 1   | 0   |   | 0   | 0  |   | 0   | 0   |   | 2   |
| Taper Length (ft)       | 25  |   |   | 25  |   |   | 25   |   |   | 25  |   |   |
| Lane Util. Factor       | 1.00  | 1.00  | 0.88  | 1.00  | 1.00  | 1.00  | 1.00   | 1.00  | 1.00  | 1.00  | 0.95  | 0.88  |
| Frt                     |   |   | 0.850   |   |   |   |  |   |   |   |   | 0.850   |
| Flt Protected           |   |   |   |   |   |   |  |   |   |   |   |   |
| Satd. Flow (prot)       | 0   | 0   | 2760  | 0   | 1835  | 0   | 0  | 0   | 0   | 0   | 3557  | 2801  |
| Flt Permitted           |   |   |   |   |   |   |  |   |   |   |   |   |
| Satd. Flow (perm)       | 0   | 0   | 2760  | 0   | 1835  | 0   | 0  | 0   | 0   | 0   | 3557  | 2801  |
| Right Turn on Red       |   |   | No  | No  |   | No  |  |   | No  |   |   | No  |
| Satd. Flow (RTOR)       |   |   |   |   |   |   |  |   |   |   |   |   |
| Link Speed (mph)        |   | 45  |   |   | 35  |   |  | 45  |   |   | 45  |   |
| Link Distance (ft)      |   | 956   |   |   | 263   |   |  | 481   |   |   | 209   |   |
| Travel Time (s)         |   | 14.5  |   |   | 5.1   |   |  | 7.3   |   |   | 3.2   |   |
| Peak Hour Factor        | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  | 0.90   | 0.90  | 0.90  | 0.90  | 0.90  | 0.90  |
| Adj. Flow (vph)         | 0   | 0   | 1257  | 0   | 437   | 0   | 0  | 0   | 0   | 0   | 1281  | 672   |
| Shared Lane Traffic (%) |   |   |   |   |   |   |  |   |   |   |   |   |
| Lane Group Flow (vph)   | 0   | 0   | 1257  | 0   | 437   | 0   | 0  | 0   | 0   | 0   | 1281  | 672   |
| Turn Type               |   |   | Perm  |   | NA  |   |  |   |   |   | NA  | Perm  |
| Protected Phases        |   |   |   |   | 8   |   |  |   |   |   | 6   |   |
| Permitted Phases        |   |   | 4   |   |   |   |  |   |   |   |   | 6   |
| Detector Phase          |   |   | 4   |   | 8   |   |  |   |   |   | 6   | 6   |
| Switch Phase            |   |   |   |   |   |   |  |   |   |   |   |   |
| Minimum Initial (s)     |   |   | 7.0   |   | 7.0   |   |  |   |   |   | 12.0  | 12.0  |
| Minimum Split (s)       |   |   | 14.0  |   | 14.0  |   |  |   |   |   | 19.0  | 19.0  |
| Total Split (s)         |   |   | 35.0  |   | 35.0  |   |  |   |   |   | 30.0  | 30.0  |
| Total Split (%)         |   |   | 53.8%   |   | 53.8%   |   |  |   |   |   | 46.2%   | 46.2%   |
| Maximum Green (s)       |   |   | 28.0  |   | 28.0  |   |  |   |   |   | 23.0  | 23.0  |
| Yellow Time (s)         |   |   | 5.0   |   | 5.0   |   |  |   |   |   | 5.0   | 5.0   |
| All-Red Time (s)        |   |   | 2.0   |   | 2.0   |   |  |   |   |   | 2.0   | 2.0   |
| Lost Time Adjust (s)    |   |   | -2.0  |   | -2.0  |   |  |   |   |   | -2.0  | -2.0  |
| Total Lost Time (s)     |   |   | 5.0   |   | 5.0   |   |  |   |   |   | 5.0   | 5.0   |
| Lead/Lag                |   |   |   |   |   |   |  |   |   |   |   |   |
| Lead-Lag Optimize?      |   |   |   |   |   |   |  |   |   |   |   |   |
| Vehicle Extension (s)   |   |   | 3.0   |   | 3.0   |   |  |   |   |   | 3.0   | 3.0   |
| Recall Mode             |   |   | None  |   | None  |   |  |   |   |   | C-Max   | C-Max   |
| Act Effct Green (s)     |   |   | 30.0  |   | 30.0  |   |  |   |   |   | 25.0  | 25.0  |
| Actuated g/C Ratio      |   |   | 0.46  |   | 0.46  |   |  |   |   |   | 0.38  | 0.38  |
| v/c Ratio               |   |   | 0.99  |   | 0.52  |   |  |   |   |   | 0.94  | 0.62  |
| Control Delay           |   |   | 42.1  |   | 15.1  |   |  |   |   |   | 26.4  | 14.0  |
| Queue Delay             |   |   | 0.0   |   | 0.0   |   |  |   |   |   | 0.0   | 0.0   |
| Total Delay             |   |   | 42.1  |   | 15.1  |   |  |   |   |   | 26.4  | 14.0  |
| LOS                     |   |   | D   |   | B   |   |  |   |   |   | C   | B   |
| Approach Delay          |   | 42.1  |   |   | 15.1  |   |  |   |   |   | 22.1  |   |

Lanes, Volumes, Timings  
 690: Poplar Tent Rd/SB Poplar Tent Rd & EB Harris Rd

2040 PM Superstreet Build

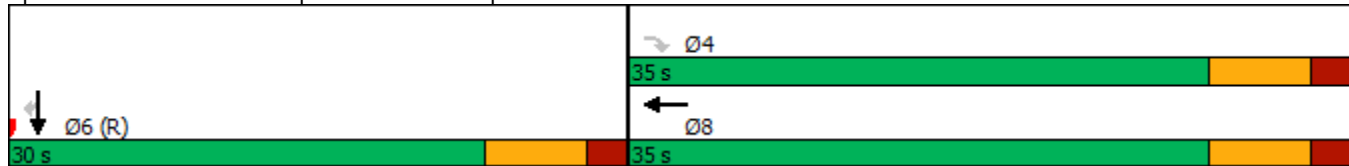


| Lane Group              | EBL | EBT | EBR  | WBL | WBT  | WBR | NBL | NBT | NBR | SBL | SBT  | SBR  |
|-------------------------|-----|-----|------|-----|------|-----|-----|-----|-----|-----|------|------|
| Approach LOS            |     | D   |      |     | B    |     |     |     |     |     | C    |      |
| Queue Length 50th (ft)  |     |     | 264  |     | 116  |     |     |     |     |     | 185  | 71   |
| Queue Length 95th (ft)  |     |     | #426 |     | 191  |     |     |     |     |     | #381 | 146  |
| Internal Link Dist (ft) |     | 876 |      |     | 183  |     |     | 401 |     |     | 129  |      |
| Turn Bay Length (ft)    |     |     | 500  |     |      |     |     |     |     |     |      |      |
| Base Capacity (vph)     |     |     | 1273 |     | 846  |     |     |     |     |     | 1368 | 1077 |
| Starvation Cap Reductn  |     |     | 0    |     | 0    |     |     |     |     |     | 0    | 0    |
| Spillback Cap Reductn   |     |     | 0    |     | 0    |     |     |     |     |     | 0    | 0    |
| Storage Cap Reductn     |     |     | 0    |     | 0    |     |     |     |     |     | 0    | 0    |
| Reduced v/c Ratio       |     |     | 0.99 |     | 0.52 |     |     |     |     |     | 0.94 | 0.62 |

Intersection Summary

Area Type: Other  
 Cycle Length: 65  
 Actuated Cycle Length: 65  
 Offset: 55 (85%), Referenced to phase 6:SBT, Start of Green  
 Natural Cycle: 75  
 Control Type: Actuated-Coordinated  
 Maximum v/c Ratio: 0.99  
 Intersection Signal Delay: 28.1  
 Intersection LOS: C  
 Intersection Capacity Utilization 113.9%  
 ICU Level of Service H  
 Analysis Period (min) 15  
 # 95th percentile volume exceeds capacity, queue may be longer.  
 Queue shown is maximum after two cycles.

Splits and Phases: 690: Poplar Tent Rd/SB Poplar Tent Rd & EB Harris Rd





## Letters of Support

Coddle Creek Water Treatment Plant  
 Switchgear Replacement  
 Bid# 2443 Tabulation

Thursday, April 23rd, 2:00pm

| Bidder                  | Bid Bond | Debarment Cert | Base Price     | 3yr         | 5yr         | Remote Racking |
|-------------------------|----------|----------------|----------------|-------------|-------------|----------------|
| Gopher Utility Services | No       | Yes            | No Bid         |             |             |                |
| The Ryan Company        | Yes      | Yes            | \$1,470,700.00 | \$12,000.00 | \$55,000.00 | \$6,000.00     |
| Page Power Sysytems     | Yes      | Yes            | \$1,390,000.00 | \$9,278.00  | \$46,222.00 | \$5,449.00     |
|                         |          |                |                |             |             |                |
|                         |          |                |                |             |             |                |
|                         |          |                |                |             |             |                |
|                         |          |                |                |             |             |                |
|                         |          |                |                |             |             |                |
|                         |          |                |                |             |             |                |
|                         |          |                |                |             |             |                |
|                         |          |                |                |             |             |                |
|                         |          |                |                |             |             |                |
|                         |          |                |                |             |             |                |
|                         |          |                |                |             |             |                |
|                         |          |                |                |             |             |                |

**RESOLUTION TO ADOPT THE 2020  
CABARRUS STANLY UNION REGIONAL HAZARD MITIGATION PLAN**

WHEREAS, the City of Concord is vulnerable to an array of natural hazards that can cause loss of life and damages to public and private property; and

WHEREAS, the City of Concord desires to seek ways to mitigate situations that may aggravate such circumstances; and

WHEREAS, the development and implementation of a hazard mitigation plan can result in actions that reduce the long-term risk to life and property from natural hazards; and

WHEREAS, it is the intent of the City of Concord City Council to protect its citizens and property from the effects of natural hazards by preparing and maintaining a local hazard mitigation plan; and

WHEREAS, it is also the intent of the City of Concord City Council to fulfill its obligation under North Carolina General Statutes, Chapter 166A: North Carolina Emergency Management Act and Section 322: Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act to remain eligible to receive state and federal assistance in the event of a declared disaster affecting the City of Concord; and

WHEREAS, City of Concord, in coordination with Cabarrus, Stanly and Union Counties and the participating municipalities within those Counties has prepared a multi-jurisdictional hazard mitigation plan with input from the appropriate local and state officials;

WHEREAS, the North Carolina Division of Emergency Management and the Federal Emergency Management Agency are reviewing the Cabarrus Stanly Union Regional Hazard Mitigation Plan for legislative compliance and will approve the plan pending the completion of local adoption procedures;

NOW, THEREFORE, BE IT RESOLVED that the City of Concord City Council of City of Concord hereby:

1. Adopts the Cabarrus Stanly Union Regional Hazard Mitigation Plan; and
2. Agrees to take such other official action as may be reasonably necessary to carry out the proposed actions of the Plan.

Adopted this the 14<sup>th</sup> day of May, 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

F.T.A.O. Anthony Allman

City of Concord, North Carolina

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

(Please type or print in black ink)

1. Name of development: 1677 Old Charlotte Rd, Concord, NC 28027
2. Name and address of owner(s)/developer(s): MA Properties, 11327 Cedarvale Farm Pkwy, Midland, NC 28107
3. Owner(s)/developer(s) telephone: 954 415 5203 Fax: \_\_\_\_\_
4. Name and address of surveyor/engineer: Builder Jim Fitts
5. Surveyor/engineer's telephone: 336 382 0681 Fax: \_\_\_\_\_
6. Name, telephone and fax number, and address of agent (if any): \_\_\_\_\_
7. Name and address of person to whom comments should be sent: Simon Moody 144 Wintercrest Dr, Concord, NC 28025
8. Telephone number of person to whom comments should be sent: 954 415 5203  
Fax: \_\_\_\_\_
9. Location of property: 1677 Old Charlotte Rd, Concord, NC 28027
10. Cabarrus County P.I.N.#: \_\_\_\_\_
11. Current zoning classification: Residential
12. Total acres: 0.22 Total lots proposed: one lot
13. Brief Description of development: New Single Story House.
14. Proposed Construction Schedule House to be finished by 05/31/2020
15. Type of Service requested domestic water supply

4/21/2020  
Date

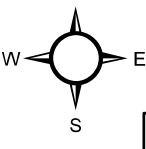
[Signature]  
Signature of Owner/Agent

SIMON MOODY  
Name (printed)

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

| Staff Use Only:    |             |
|--------------------|-------------|
| Received by: _____ | Date: _____ |





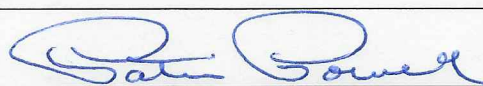
# Preliminary Application



Preliminary Application - Extension of Concord Utilities outside Concord City Limits  
(Please type or print in black ink)

1. Name of development: Rollingwood Forest
2. Name and address of owner(s)/developer(s): George + Patricia Powell  
7990 UNTZ ROAD, CONCORD, NC 28027
3. Owner(s)/developer(s) telephone: (Patricia) 704-577-6841 Fax: \_\_\_\_\_
4. Name and address of surveyor/engineer: Rufus Love, Pyramid Land  
Surveying, 14805 E. Rocky River Rd, Davidson, NC 28036
5. Surveyor/engineer's telephone: 704-892-4249 Fax: \_\_\_\_\_
6. Name, telephone and fax number, and address of agent (if any): \_\_\_\_\_
7. Name and address of person to whom comments should be sent: George + Patricia  
Powell, 20141 Northport Dr., Cornelius, NC 28031
8. Telephone number of person to whom comments should be sent: 704-577-6841  
Fax: \_\_\_\_\_
9. Location of property: 7990 UNTZ ROAD, CONCORD, NC 28027
10. Cabarrus County P.I.N.#: 46910449410000 ~~46910449410000~~
11. Current zoning classification: CR
12. Total acres: 2.1 Total lots proposed: 1
13. Brief Description of development: \_\_\_\_\_
14. Proposed Construction Schedule Now
15. Type of Service requested Water hookup

4-22-2020  
Date

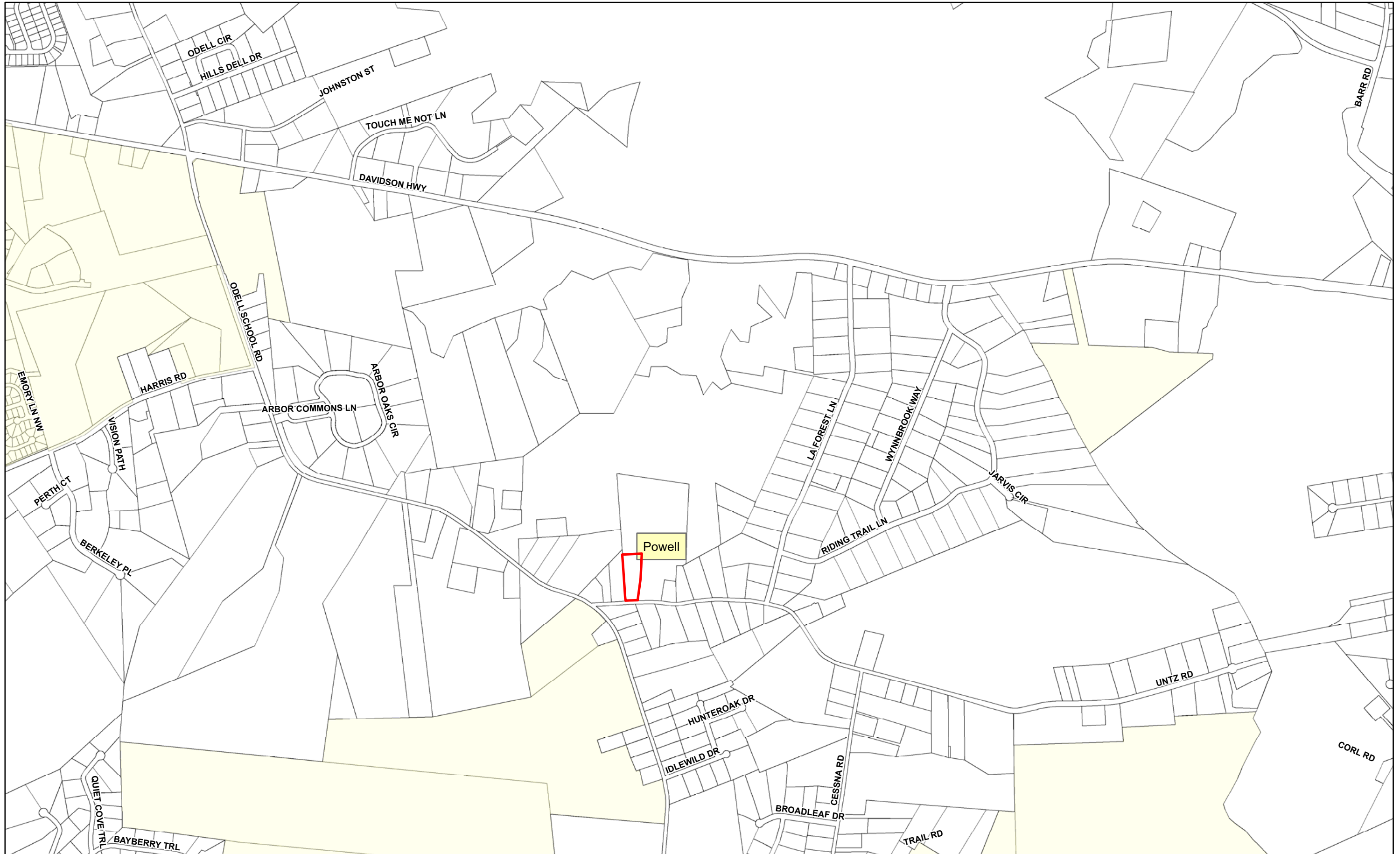
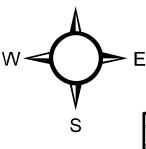
  
Signature of Owner/Agent  
Patricia Powell  
Name (printed)

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.

|                        |             |
|------------------------|-------------|
| <b>Staff Use Only:</b> |             |
| Received by: _____     | Date: _____ |



# Preliminary Application



RESOLUTION

BE IT RESOLVED by the City Council for the City of Concord, North Carolina, that the Primary Agent, Emergency Management Coordinator, Ian Crane, and the Secondary Agenda, Finance Director, Pam Hinson, are hereby authorized to execute and file applications for federal and/or state assistance on behalf of the City of Concord for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or as other wise available.

BE IT FURTHER RESOLVED that the above-named agents are authorized to represent and act for the City of Concord in all dealings with the State of North Carolina and the Federal Emergency Management Agency for all matters pertaining to such disaster assistance required by the grant agreements and assurances.

BE IT FINALLY RESOLVED THAT the above-named agents are authorized to act severally.

This resolution shall be effective as of date of adoption date.

Adopted this 14<sup>th</sup> day of May, 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William C. Dusch

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



AN ORDINANCE TO AMEND FY 2019-2020 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13<sup>th</sup> day of June, 2019, adopt a City budget for the fiscal year beginning July 1, 2019 and ending on June 30, 2020, 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)<br>Increase |
|--------------|----------------------|-----------------|----------------|------------------------|
|              |                      | Current Budget  | Amended Budget |                        |
| 100-4370000  | Approp. Fund Balance | 5,347,535       | 5,348,035      | 500                    |
| <b>Total</b> |                      |                 |                | <b>500</b>             |

| Account      | Title                   | <u>Expenses/Expenditures</u> |                | (Decrease)<br>Increase |
|--------------|-------------------------|------------------------------|----------------|------------------------|
|              |                         | Current Budget               | Amended Budget |                        |
| 4190-5470043 | Mayor's Golf Tournament | 11,750                       | 12,250         | 500                    |
| <b>Total</b> |                         |                              |                | <b>500</b>             |

Reason: To appropriate reserves from the Mayor's Golf Tournament to Epworth United Methodist Church for Samaritan's Feet.

Adopted this 14th day of May, 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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



**MEMORADUM**

DATE: Friday, May 01, 2020  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Cedar Park Estates  
 PROJECT NUMBER: 2017-017  
 DEVELOPER: Athena Cedar, LLC  
 FINAL CERTIFICATION - LOT NUMBERS: Site  
 INFRASTRUCTURE TYPE: Water Only  
 COUNCIL ACCEPTANCE DATE: Thursday, May 14, 2020  
 ONE-YEAR WARRANTY DATE: Friday, May 14, 2021

| Water Infrastructure | Quantity |
|----------------------|----------|
| 6-inch in LF         | 73.00    |
| 4-inch in LF         | 27.00    |
| 4-inch Valves        | 1        |

| Sanitary Sewer Infrastructure | Quantity |
|-------------------------------|----------|
|-------------------------------|----------|

AN ORDINANCE TO AMEND FY 2019-2020 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13<sup>th</sup> day of June, 2019, adopt a City budget for the fiscal year beginning July 1, 2019 and ending on June 30, 2020, as amended; and

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

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

|  |                   | <u>Revenues</u> |                |                     |
|--|-------------------|-----------------|----------------|---------------------|
| Account                                  | Title             | Current Budget  | Amended Budget | (Decrease) Increase |
| 690-4357500                              | CARES Act Funding | 0               | 127,405        | 127,405             |
| <i>Total Revenue Increase (Decrease)</i> |                   |                 |                | <u>\$127,405</u>    |

|                                      |                       | <u>Expenses/Expenditures</u> |                |                     |
|--------------------------------------|-----------------------|------------------------------|----------------|---------------------|
| Account                              | Title                 | Current Budget               | Amended Budget | (Decrease) Increase |
| 1000-5800100                         | CARES Act Expenditure | 0                            | 127,405        | 127,405             |
| <i>Total Exp Increase (Decrease)</i> |                       |                              |                | <u>\$127,405</u>    |

Reason: To adopt a budget for CARES Act Funding provided by HUD in response to Coronavirus.

Adopted this 14<sup>th</sup> day of May, 2020.

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 2019-2020 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13<sup>th</sup> day of June, 2019, adopt a City budget for the fiscal year beginning July 1, 2019 and ending on June 30, 2020, as amended; and

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

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

|  |                   | <u>Revenues</u> |                |                     |
|--|-------------------|-----------------|----------------|---------------------|
| Account                                  | Title             | Current Budget  | Amended Budget | (Decrease) Increase |
| 210-4357500                              | CARES Act Funding | 0               | 66,074         | 66,074              |
| <i>Total Revenue Increase (Decrease)</i> |                   |                 |                | <u>\$66,074</u>     |

|                                      |                       | <u>Expenses/Expenditures</u> |                |                     |
|--------------------------------------|-----------------------|------------------------------|----------------|---------------------|
| Account                              | Title                 | Current Budget               | Amended Budget | (Decrease) Increase |
| 1500-5800100                         | CARES Act Expenditure | 0                            | 66,074         | 66,074              |
| <i>Total Exp Increase (Decrease)</i> |                       |                              |                | <u>\$66,074</u>     |

Reason: To adopt a budget for CARES Act Funding provided by HUD in response to Coronavirus.

Adopted this 14<sup>th</sup> day of May, 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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



ORD.

GRANT PROJECT ORDINANCE  
FY 2020 Resident Opportunity and Self Sufficiency Services (ROSS) Grant  
PROJECT ROSS201468-01-00

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

SECTION 1. The project authorized is the Resident Opportunity and Self Sufficiency Service Coordinator (ROSS) Grant.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the United States Department of Housing and Urban Development Office of Public and Indian Housing.

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

|                   |             |           |
|-------------------|-------------|-----------|
| 2020 ROSS Revenue | 691-4703501 | \$228,450 |
|                   | 691-4703501 |           |

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

|                      |              |           |
|----------------------|--------------|-----------|
| Contract Cost Office | 9501-5443500 | \$228,450 |
|                      | 9501-5443500 |           |

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of May 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

**CAPITAL PROJECT ORDINANCE  
General Capital Projects**

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

SECTION 1. The projects authorized are General Capital projects for Rutherford Expansion.

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

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

| <u>Revenues</u> |              |                       |                       |                            |
|-----------------|--------------|-----------------------|-----------------------|----------------------------|
| <u>Account</u>  | <u>Title</u> | <u>Current Budget</u> | <u>Amended Budget</u> | <u>(Decrease) Increase</u> |
| <b>Total</b>    |              |                       |                       | <b>0</b>                   |

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

| <u>Expenses/Expenditures</u> |                     |                       |                       |                            |
|------------------------------|---------------------|-----------------------|-----------------------|----------------------------|
| <u>Account</u>               | <u>Title</u>        | <u>Current Budget</u> | <u>Amended Budget</u> | <u>(Decrease) Increase</u> |
| 8804-5811266                 | Rutherford Cemetery | 125,360               | 115,360               | (10,000)                   |
| 8804-5811266                 | Expansion           |                       |                       |                            |
| 8804-5983000                 | To General Fund     | 0                     | 10,000                | 10,000                     |
| 8804-5983000                 |                     |                       |                       |                            |
| <b>Total</b>                 |                     |                       |                       | <b>0</b>                   |

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of May, 2020.

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 2019-2020 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13<sup>th</sup> day of June, 2019, adopt a City budget for the fiscal year beginning July 1, 2019 and ending on June 30, 2020, 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)<br>Increase |
|--------------|-----------------------|-------------------|-------------------|------------------------|
|              |                       | Current<br>Budget | Amended<br>Budget |                        |
| 100-4501400  | From Capital Projects | 0                 | 10,000            | 10,000                 |
| <b>Total</b> |                       |                   |                   | <b>10,000</b>          |

| Account      | Title                | <u>Expenses/Expenditures</u> |                   | (Decrease)<br>Increase |
|--------------|----------------------|------------------------------|-------------------|------------------------|
|              |                      | Current<br>Budget            | Amended<br>Budget |                        |
| 4540-5351000 | Building Maintenance | 196,002                      | 206,002           | 10,000                 |
| <b>Total</b> |                      |                              |                   | <b>10,000</b>          |

Reason: To move the Rutherford Trust funds that were not spent on the expansion project, back to the General Fund for operational use at the Rutherford Cemetery.

Adopted this 14th day of May, 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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



ORD. #

AN ORDINANCE TO AMEND FY 2019-2020 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13<sup>th</sup> day of June, 2019, adopt a City budget for the fiscal year beginning July 1, 2019 and ending on June 30, 2020, 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)<br>Increase |
|--------------|--------------|-------------------|-------------------|------------------------|
|              |              | Current<br>Budget | Amended<br>Budget |                        |
| 100-4354000  | Other Income | 80,000            | 96,500            | 16,500                 |
| <b>Total</b> |              |                   |                   | <b>16,500</b>          |

| Account      | Title    | <u>Expenses/Expenditures</u> |                   | (Decrease)<br>Increase |
|--------------|----------|------------------------------|-------------------|------------------------|
|              |          | Current<br>Budget            | Amended<br>Budget |                        |
| 4310-5290000 | Supplies | 799,224                      | 815,724           | 16,500                 |
| <b>Total</b> |          |                              |                   | <b>16,500</b>          |

Reason: To recognize revenue from gun sales made to officers that purchased their old handguns.

Adopted this 14th day of May, 2020.

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 2019-2020 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13<sup>th</sup> day of June, 2019, adopt a City budget for the fiscal year beginning July 1, 2019 and ending on June 30, 2020, 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>              |                |                     |
|--------------|---------------------|------------------------------|----------------|---------------------|
|              |                     | Current Budget               | Amended Budget | (Decrease) Increase |
| <b>Total</b> |                     |                              |                |                     |
|              |                     | <u>Expenses/Expenditures</u> |                |                     |
| Account      | Title               | Current Budget               | Amended Budget | (Decrease) Increase |
| 4110-5194000 | Contract Services   | 178,000                      | 78,000         | (100,000)           |
| 4110-5987000 | Transfer to Project | 0                            | 100,000        | 100,000             |
| <b>Total</b> |                     |                              |                | <b>0</b>            |

Reason: To reclass funds budgeted for the airport signage project by placing them in a project fund.

Adopted this 14th day of May, 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

**CAPITAL PROJECT ORDINANCE  
General Capital Projects**

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

SECTION 1. The projects authorized are General Capital Projects for the Airport Signage Project.

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

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

| <u>Revenues</u> |                   |                       |                       |                            |
|-----------------|-------------------|-----------------------|-----------------------|----------------------------|
| <u>Account</u>  | <u>Title</u>      | <u>Current Budget</u> | <u>Amended Budget</u> | <u>(Decrease) Increase</u> |
| 430-4501100     | From General Fund | 2,569,020             | 2,669,020             | 100,000                    |
| 430-4501100     | From General Fund |                       |                       |                            |
| <b>Total</b>    |                   |                       |                       | <b>100,000</b>             |

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

| <u>Expenses/Expenditures</u> |                 |                       |                       |                            |
|------------------------------|-----------------|-----------------------|-----------------------|----------------------------|
| <u>Account</u>               | <u>Title</u>    | <u>Current Budget</u> | <u>Amended Budget</u> | <u>(Decrease) Increase</u> |
| 8804-5811283                 | Airport Signage | 0                     | 100,000               | 100,000                    |
| 8804-5811283                 |                 |                       |                       |                            |
| <b>Total</b>                 |                 |                       |                       | <b>100,000</b>             |

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of May, 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

**CAPITAL PROJECT ORDINANCE  
General Capital Projects**

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

SECTION 1. The projects authorized are General Capital Projects for Parking at the Brown Operations Center.

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

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

| <u>Revenues</u> |              |                       |                       |                            |
|-----------------|--------------|-----------------------|-----------------------|----------------------------|
| <u>Account</u>  | <u>Title</u> | <u>Current Budget</u> | <u>Amended Budget</u> | <u>(Decrease) Increase</u> |
| <b>Total</b>    |              |                       |                       |                            |

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

| <u>Expenses/Expenditures</u> |                 |                       |                       |                            |
|------------------------------|-----------------|-----------------------|-----------------------|----------------------------|
| <u>Account</u>               | <u>Title</u>    | <u>Current Budget</u> | <u>Amended Budget</u> | <u>(Decrease) Increase</u> |
| 8800-5811275                 | BOC Parking     | 0                     | 110,000               | 110,000                    |
| 8800-5811275                 |                 |                       |                       |                            |
| 8804-5811082                 | Future Reserves | 610,017               | 500,017               | (110,000)                  |
| 8804-5811082                 |                 |                       |                       |                            |
| <b>Total</b>                 |                 |                       |                       | <b>0</b>                   |

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of May, 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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



ORD.

GRANT PROJECT ORDINANCE  
FY 2019 CAPITAL FUND GRANT

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

SECTION 1. The project authorized and amended is FY2019 Capital Fund Grant.

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

SECTION 3 & 4. The following revenues and expenditures/expenses are anticipated to be available to the City of Concord for the project:

| <b>Revenues</b>                          |                  | <b>Current Budget</b> | <b>Amended Budget</b> | <b>(Decrease) Increase</b> |
|--|------------------|-----------------------|-----------------------|----------------------------|
| <b>Account</b>                           | <b>Title</b>     |                       |                       |                            |
| 692-4703306                              |                  |                       |                       |                            |
| 692-4703306                              | 2019 CFP Revenue | \$330,624             | \$332,281             | \$1,657                    |
| <i>Total Revenue Increase (Decrease)</i> |                  |                       |                       | <u>\$1,657</u>             |

| <b>Expenditures</b>                  |                     | <b>Current Budget</b> | <b>Amended Budget</b> | <b>(Decrease) Increase</b> |
|--------------------------------------|---------------------|-----------------------|-----------------------|----------------------------|
| <b>Account</b>                       | <b>Title</b>        |                       |                       |                            |
| 9210-5800230                         |                     |                       |                       |                            |
| 9210-5800230                         | Dwelling Structures | \$243,199             | \$244,856             | \$1,657                    |
| <i>Total Exp Increase (Decrease)</i> |                     |                       |                       | <u>\$1,657</u>             |

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of May, 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

**CAPITAL PROJECT ORDINANCE AMENDMENT  
HUD SECTION108/BEDI GRANT**

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

SECTION 1. The project authorized and amended is HUD Section108 loan and Bedi Grant to finance project Carolina Courts.

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

SECTION 3 & 4. The following revenues and expenditures/expenses are anticipated to be available to the City of Concord for the project:

| <b>Revenues</b>                          |                     | <b>Current Budget</b> | <b>Amended Budget</b> | <b>(Decrease) Increase</b> |
|--|---------------------|-----------------------|-----------------------|----------------------------|
| <b>Account</b>                           | <b>Title</b>        |                       |                       |                            |
| 230-4501100                              |                     |                       |                       |                            |
| 230-4501100                              | Trans from Gen Fund | \$1,230,535           | \$1,249,607           | \$19,072                   |
| <i>Total Revenue Increase (Decrease)</i> |                     |                       |                       | \$19,072                   |

| <b>Expenditures</b>                  |                    | <b>Current Budget</b> | <b>Amended Budget</b> | <b>(Decrease) Increase</b> |
|--------------------------------------|--------------------|-----------------------|-----------------------|----------------------------|
| <b>Account</b>                       | <b>Title</b>       |                       |                       |                            |
| 2300-5720000                         |                    |                       |                       |                            |
| 2300-5720000                         | Bond/Debt Interest | \$886,031             | \$905,103             | \$19,072                   |
| <i>Total Exp Increase (Decrease)</i> |                    |                       |                       | \$19,072                   |

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of May, 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

RESOLUTION APPROVING CUSTOMER SERVICE POLICIES AND PROCEDURES OF THE CITY OF CONCORD

WHEREAS, the City Council of the City of Concord, North Carolina has approved a Customer Service Policies and Procedures Manual; and

WHEREAS, the City desires to amend the Customer Service Policies and Procedures, by amending the following: Article 5.4 Item 2, Termination of Service, Disconnection Scheduling;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord, North Carolina that Article 5.10, Disconnection During Extreme Weather/Emergencies will be amended as follows:

**5.4. TERMINATION OF SERVICE (North Carolina Utilities Commission Guidelines, Article 4: R8-21. Public Utility Regulatory Policies Act: Title I, Section 122)**

- 2. Disconnection Scheduling:** Disconnection from the City's utility system will normally be performed on the next working day following the request.

**Disconnection Scheduling of Commercial and/or Industrial Electric Service:** Any customer requesting discontinuance of service will inform the Customer Care Department of the location, date service is to be disconnected and the forwarding mailing address for the final bill. If the account has a set billing demand charge, the service must be physically disconnected for a minimum of 5 business days in order to reset the demand to zero. Otherwise the demand set for that account will remain in place and the 12-month ratchet will still apply. In order for the service to be re-established refer to Section 3.2 Requests for Service in this manual.

This Resolution shall be effective retroactively to April 22, 2020.

Adopted this 14th day of May, 2020.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

---

William C. Dusch, Mayor

ATTEST:

---

Kim J. Deason, City Clerk

---

VaLerie Kolczynski, City Attorney



# **Quarterly Council Report**

**UTILITY EXTENSIONS/ADDITIONS PERMITTED**

January 1- March 31, 2020



## 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 **January 1- March 31, 2020**, are as follows:

### **WATER:**

*The **City of Concord** initiated public water distribution system extension/modifications permitted by the City of Concord's delegated permitting 2,995 linear feet of 30-inch water lines, 2,345 linear feet of 6-inch water lines, and other appurtenances to provide services to existing customers, with zero additional average domestic water demand of treated water from the City of Concord's existing potable water distribution system.*

*The **Developer** initiated **PUBLIC** water distribution system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 269 linear feet of 12-inch water main, 4,230 linear feet of 8-inch water main, 4,207 linear feet of 6-inch water main, 1,025 linear feet of 2-inch water main with valves, hydrants and other appurtenances to serve 200,000 sq. ft. of industrial warehouse, 33,200 sq. ft. of commercial mini-storage with an office, 17,050 sq. ft. commercial retail without food service, 144 single family 3-bedroom lots, 29 single family 4-bedroom townhome units, 35 single family 3-bedroom townhome units, 132 1 & 2 bedroom apartment units, a 160 person capacity pool facility, an office with 3 employees, a 1,381 sq. ft. fitness center, and a proposed 1,600 student high school complex with sports facilities with a total average water demand of 142,650 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 9,440 linear feet of 8-inch sanitary sewer, and with manholes and other appurtenances to serve 200,000 sq. ft. of industrial warehouse, 33,200 sq. ft. of commercial mini-storage with an office, 144 single family 3-bedroom lots, 29 single family 4-bedroom townhome units, 35 single family 3-bedroom townhome units, 66 1 & 2 bedroom apartment units, and a proposed 1,600 student high school complex with sports facilities with a total average wastewater discharge of 78,915 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 January to the 31st of March, 2020**.*

*\* Water demand and wastewater flow totals exclude the quantities in the reissued "Change of Ownership" permits.*

## Water Distribution System Extensions: January 1- March 31, 2020

Date Issued: January 10, 2020  
Effective Date: December 18, 2019  
Project Title: Virginia St. Water Line Replacement  
Project #: 2017-011  
Developer: City of Concord Water Resources  
Attn: Thomas A. Bach, Engineering Manager  
PO Box 308  
Concord, NC 28026  
Direct: (704) 920-5344 | Email: [bacht@concordnc.gov](mailto:bacht@concordnc.gov)

Description: Construction of approximately 2,285 linear feet of 6-inch water lines with 8 in-line valves, 3 hydrant, and other appurtenances to replace the existing water distribution system and maintain service to the existing customers located along Virginia St. SE, between Corban Ave. SE, NC Hwy 73, and Hillcrest Ave. SE; with zero increase to the average water demand.

---

Date Issued: January 16, 2020  
Project Title: Thunder Road Commons  
Project #: 2019-012  
Developer: KPI Partners, Inc.  
Attn: Mr. Todd Cooper, President  
8018 Myint Lane, Suite 140  
Concord, NC 28027  
Phone) 704-707-4116 E) [toddcooper@carolina.rr.com](mailto:toddcooper@carolina.rr.com)

Description: Construction of approximately 114 linear feet of 6-inch water lines with 2 in-line valves, and other appurtenances to serve a 3 future stores/shopping centers (5100 sq. ft, 5,950 sq. ft and 6,000 sq. ft) without food service, located at the southeast corner of Derita Road and Thunder Road with an average commercial water demand of 2,250 GPD.

---

Date Issued: February 5, 2020  
Project Title: NC Highway 49 30" Water Main  
Project #: 2017-002  
Developer: City of Concord Water Resources  
Attn: Thomas A. Bach, Engineering Manager  
PO Box 308  
Concord, NC 28026  
Direct: (704) 920-5344 | Email: [bacht@concordnc.gov](mailto:bacht@concordnc.gov)

Description: Construction of approximately 2,995 linear feet of 30-inch water line with 2 in-line valves; 30 linear feet of 8-inch water lines; 60 linear feet of 6-inch water lines; 2 hydrant, and other appurtenances to complete a hydraulic loop within the water distribution system located along the northern shoulder of NC Highway 49 from Erickson Ct. SE extending eastward 2,820 feet terminating at the Young Memorial Baptist Church with zero increase to the average water demand.

---

Date Issued: February 12, 2020  
Project Title: Ellenwood Park Subdivision  
Project #: 2019-009  
Developer: R2 Development, LLC  
Attn: Alan G. Scharsu, Manager  
517 Alcove Road, Suite 301  
 Mooresville, NC 28117  
Phone) 980-223-4006 E) [ascharsu@riverrcap.com](mailto:ascharsu@riverrcap.com)  
Description: Construction of approximately 608 linear feet of 6-inch water lines with 6 in-line valves, 109 linear feet of 2-inch water lines with 2 in-line valves, 2 hydrants, and other appurtenances to provide potable water to 29 single family 4-bedroom townhome units, located off Ellenwood Road, with an average domestic water demand of 11,600 GPD.

---

Date Issued: February 12, 2020  
Project Title: Dalton Woods Subdivision  
Project #: 2019-011  
Developer: Dalton Woods, LLC  
Mr. Timothy A. Arey, Registered Agent  
1401 East 7<sup>th</sup> Street  
Suite 200  
Charlotte, NC 28204  
P) 704-305-2999 E) [tim@areyproperties.com](mailto:tim@areyproperties.com)  
Description: Construction of approximately 1,262 linear feet of 6-inch water lines with 7 in-line valves, 127 linear feet of 2-inch water lines with 2 in-line valves, 3 hydrants, and other appurtenances to provide potable water and fire coverage to 35 single family 3-bedroom townhomes units located off of Ellenwood Road at Rippling Stream Drive with an average domestic water demand of 14,000 GPD.

---

Date Issued: February 19, 2020  
Project Title: Campbell Farms Subdivision  
Project #: 2018-016  
Developer: Campbell Farms Charlotte, LLC  
Attn: Alan Scharus, Manager  
517 Alcove Road, Suite 302  
 Mooresville, NC 28110  
P) 980-223-4006 E) [ascharus@riverrockcapitalpartners.com](mailto:ascharus@riverrockcapitalpartners.com)  
Description: Construction of approximately 296 linear feet of 12-inch water lines with 1 in-line valve, 3,592 linear feet of 8-inch water lines with 8 in-line valves, 2,223 linear feet of 6-inch water lines with 7 in-line valves, 789 linear feet of 2-inch water lines with 6 in-line valves, and 13 hydrants, and other appurtenances to provide potable water to 144 single family 3-bedroom lots, located off of Flowes Store Road and Pointe Andrews Drive with an average domestic water demand of 57,600 GPD.

---

Date Issued: March 13, 2020  
Project Title: Goodman Road Industrial Spec Bldg.  
Project #: 2019-037  
Developer: Scannell Properties #378, LLC  
Marc Pflieger, Manager  
8801 River Crossing Blvd. Suite 300  
Indianapolis, IN 46240  
P) 571-527-1644 E) [amandah@scannellproperties.com](mailto:amandah@scannellproperties.com)  
Description: Construction of approximately 587 linear feet of 8-inch water lines with 3 in-line valves, 1 hydrant, and other appurtenances to provide potable water to the 200,000 sq. ft. industrial warehouse located off of Goodman Road with an average industrial water demand of 24,000 GPD.

---

Date Issued: March 20, 2020  
Project Title: Union Street Mini Storage Depot  
Project #: 2019-051  
Developer: Mini Storage Depot on Union St., LLC  
Lance A. Swank, Member  
3900 Edison Lakes Parkway, Suite 201  
Mishawaka, IN 46545  
P) 574-247-3214 E) [cpatterson@thesterlinggrp.com](mailto:cpatterson@thesterlinggrp.com)  
Description: Construction of approximately 51 linear feet of 8-inch water lines with 1 in-line valve, 0 hydrants, and other appurtenances to provide potable water to serve a 33,200 sq. ft. mini storage with one office located off of Union Street S, with an average commercial water demand of 400 GPD.

---

Date Issued: March 23, 2020  
Project Title: Emery Village Apartments Mod.1- **Change of Ownership**  
Project #: 2018-034  
Developer: Emery Village Apartments, LLC  
Attn: Uday Vedre, Manager  
One Boston Place, Suite 2600,  
Boston, MA 02108  
P) 704-807-5454 E) [uvedre@eaglepropertygroup.com](mailto:uvedre@eaglepropertygroup.com)  
Description: Construction of approximately 955 linear feet of 8-inch water lines with 3 in-line valves, 3 linear feet of 6-inch water lines with 1 in-line valves and a master meter water service vault assembly, 1 hydrant, and other appurtenances to serve 132 1 & 2 bedroom apartment units, a 160 person capacity pool facility, an office with 3 employees, and a 1,381 sq. ft. fitness center located on Emery Avenue NE with a domestic water demand of 55,166 GPD.\*

---



# Wastewater Distribution System Extensions: MONTH 1- MONTH 31, 2020

Date Issued: February 12, 2020  
Project Title: Ellenwood Park Subdivision  
Project #: 2019-009  
Developer: R2 Development, LLC  
Attn: Alan G. Scharsu, Manager  
517 Alcove Road, Suite 301  
 Mooresville, NC 28117  
Phone) 980-223-4006 E) [ascharsu@riverrcap.com](mailto:ascharsu@riverrcap.com)

Description: Construction of approximately 608 linear feet of 8-inch sanitary sewer with 6 manholes and other appurtenances to serve 29 4-bedroom townhomes, located off of Ellenwood Road, with a domestic wastewater discharge of 13,920 GPD.

---

Date Issued: February 12, 2020  
Project Title: Dalton Woods Subdivision  
Project #: 2019-011  
Developer: Dalton Woods, LLC  
Mr. Timothy A. Arey, Registered Agent  
1401 East 7<sup>th</sup> Street  
Suite 200  
Charlotte, NC 28204  
P) 704-305-2999 E) [tim@areyproperties.com](mailto:tim@areyproperties.com)

Description: Construction of approximately 1,398 linear feet of 8-inch sanitary sewer with 11 manholes and other appurtenances to serve 35 3-bedroom townhomes, located off of Ellenwood Road at Rippling Stream Drive, with a domestic wastewater discharge of 12,600 GPD.

---

Date Issued: February 19, 2020  
Project Title: Campbell Farms Subdivision  
Project #: 2018-016  
Developer: Campbell Farms Charlotte, LLC  
Attn: Alan Scharus, Manager  
517 Alcove Road, Suite 302  
 Mooresville, NC 28110  
P) 980-223-4006 E) [ascharus@riverrockcapitalpartners.com](mailto:ascharus@riverrockcapitalpartners.com)

Description: Construction of approximately 5,515 linear feet of 8-inch sanitary sewer with 23 manholes and other appurtenances to serve 144 single family 3-bedroom homes located off of Flowes Store Road and Pointe Andrews Drive with a domestic wastewater discharge of 51,840 GPD.

---

Date Issued: March 13, 2020  
Project Title: Goodman Road Industrial Spec Bldg.  
Project #: 2019-037  
Developer: Scannell Properties #378, LLC  
Marc Pflieger, Manager  
8801 River Crossing Blvd. Suite 300  
Indianapolis, IN 46240  
P) 571-527-1644 E) [amandah@scannellproperties.com](mailto:amandah@scannellproperties.com)

Description: Construction of approximately 369 linear feet of 8-inch sanitary sewer with 3 manholes and other appurtenances to serve a 200,000 sq. ft. industrial warehouse located off of Goodman Road, with no increase in wastewater flow. *The industrial wastewater of 24,000 gpd will be allocated in the NCDEQ private sewer permit.*

---

Date Issued: March 16, 2020  
Project Title: Weddington Rd Cabarrus County High School Public Sewer - Outfall Mod. 1  
Project #: 2017-043  
Developer: Cabarrus County Schools  
Brian Cone, Director of Construction  
PO Box 388  
Concord, NC 28026-0388  
P) 704-262-6258 E) [Brian.cone@cabarrus.k12.nc.us](mailto:Brian.cone@cabarrus.k12.nc.us)

Description: The abandonment of approximately 524 linear feet of 8-inch sewer with 3 manholes and associated appurtenances to be replaced with approximately 1,020 linear feet of 8-inch sanitary sewer with 4 manholes; and other appurtenances to accommodate the Weddington Road improvements that will serve the existing customers and the proposed 1,600 student high school complex with sports facilities located off of Weddington Road and Harrison Drive NW with zero increase to the average domestic wastewater discharge.

---

Date Issued: March 20, 2020  
Project Title: Union Street Mini Storage Depot  
Project #: 2019-051  
Developer: Mini Storage Depot on Union St., LLC  
Lance A. Swank, Member  
3900 Edison Lakes Parkway, Suite 201  
Mishawaka, IN 46545  
P) 574-247-3214 E) [cpatterson@thesterlinggrp.com](mailto:cpatterson@thesterlinggrp.com)

Description: The abandonment of approximately 527 linear feet of 8-inch sewer main to be replaced with approximately 530 linear feet of 8-inch sanitary sewer with 2 manholes and other appurtenances to serve 33,200 sq. ft. of mini storage with one office located off of Union Street S, with a commercial wastewater discharge of 555 GPD.

---

Date Issued: March 23, 2020  
Project Title: Emery Village Apt Public Sewer Extension Mod 1-**Change in Ownership**  
Project #: 2018-034  
Developer: Emery Village Apartments, LLC  
Attn: Uday Vedre, Manager  
One Boston Place, Suite 2600,  
Boston, MA 02108  
P) 704-807-5454 E) [uvedre@eaglepropertygroup.com](mailto:uvedre@eaglepropertygroup.com)  
Description: The abandonment of 271 linear feet of 10-inch VCP sewer main with 1 manhole that will be replaced with a proposed extension consisting of approximately 363 linear feet of 10-inch sanitary sewer with 3 manholes and other appurtenances to serve 66 1 & 2 bedroom apartment units located on Emery Avenue NE with a domestic wastewater discharge of 15,840 GPD.\*

---

**Tax Report for Fiscal Year 2019-2020**

**FINAL REPORT**

**March**

**Property Tax Receipts- Munis**

|                  |            |
|------------------|------------|
| 2019 BUDGET YEAR | 248,994.77 |
| 2018             | 6,007.91   |
| 2017             | 927.65     |
| 2016             | 693.02     |
| 2015             | 612.04     |
| 2014             | 318.77     |
| 2013             | 423.09     |
| 2012             | 356.12     |
| 2011             | 141.00     |
| 2010             | 189.84     |
| Prior Years      | 452.55     |
| Interest         | 11,856.40  |
| Refunds          |            |
|                  | <hr/>      |
|                  | 270,973.16 |

**Vehicle Tax Receipts- County**

|                    |            |
|--------------------|------------|
| 2019 BUDGET YEAR   | 395,392.06 |
| 2018               |            |
| 2017               |            |
| 2016               |            |
| 2015               |            |
| 2014               |            |
| 2013               | 28.08      |
| Prior Years        | 106.94     |
| Penalty & Interest | 4,097.10   |
| Refunds            |            |
|                    | <hr/>      |
|                    | 399,624.18 |

**Fire District Tax - County**

|                  |          |
|------------------|----------|
| 2019 BUDGET YEAR | 5,436.69 |
|------------------|----------|

Less: Collection Fee from County

|                                   |            |
|-----------------------------------|------------|
| <b>Net Ad Valorem Collections</b> | <hr/>      |
|                                   | 676,034.03 |

|  |            |
|--|------------|
| 423:Vehicle Tag Fee-Transportation Impr Fund | 34,837.77  |
| 100:Vehicle Tag Fee                          | 141,408.40 |
| 292:Vehicle Tag Fee-Transportation Fund      | 34,848.30  |
| Less Collection Fee - Transit                |            |
| <b>Net Vehicle Tag Collection</b>            | <hr/>      |
|  | 211,094.47 |

|                                |        |
|--------------------------------|--------|
| Privilege License              | 305.00 |
| Prepaid Privilege Licenses     |        |
| Privilege License interest     |        |
| <b>Total Privilege License</b> | <hr/>  |
|                                | 305.00 |

|                                   |          |
|-----------------------------------|----------|
| Oakwood Cemetery current          | -        |
| Oakwood Cemetery endowment        | -        |
| Rutherford Cemetery current       | 1,302.00 |
| Rutherford Cemetery endowment     | 1,100.00 |
| West Concord Cemetery current     | 4,500.00 |
| West Concord Cemetery endowment   | 1,100.00 |
| <b>Total Cemetery Collections</b> | <hr/>    |
|                                   | 8,002.00 |

|                          |               |
|--------------------------|---------------|
| <b>Total Collections</b> | <hr/>         |
|                          | \$ 895,435.50 |



|  |                 |
|--|-----------------|
| <b>Current Year</b>                    |                 |
| <b>Original Scroll</b>                 |                 |
| Levy                                   |                 |
| Penalty                                |                 |
| Adjustments                            |                 |
| Public Service                         |                 |
| Levy                                   |                 |
| Penalty                                |                 |
| Discoveries/Annex                      | 5,600.16        |
| Discovery Penalty                      | 874.68          |
| <b>Total Amount Invoiced - Monthly</b> | <u>6,474.84</u> |
| <b>Total Amount Invoiced - YTD</b>     | 51,579,268.19   |

|                                   |                 |
|-----------------------------------|-----------------|
| <b>Current Year</b>               |                 |
| <b>Less Abatements (Releases)</b> |                 |
| Real                              | 5,073.69        |
| Personal                          |                 |
| Discovery                         |                 |
| Penalty - all                     |                 |
| <b>Total Abatements</b>           | <u>5,073.69</u> |

|   |               |
|---|---------------|
| <b>Adjusted Amount Invoiced - monthly</b> | 1,401.15      |
| <b>Adjusted Amount Invoiced - YTD</b>     | 51,475,783.39 |

|  |                   |
|--|-------------------|
| Current Levy Collected                 | 248,994.77        |
| Levy Collected from previous years     | 10,121.99         |
| Penalties & Interest Collected         | 11,856.40         |
| Current Month Write Off - Debit/Credit | -                 |
| <b>Total Monthly Collected</b>         | <u>270,973.16</u> |
| <b>Total Collected - YTD</b>           | 51,502,304.80     |

**Total Collected - net current levy -YTD** 51,196,337.17

Percentage of Collected -current levy 99.46%

Amount Uncollected - current year levy 279,446.22

Percentage of Uncollected - current levy 0.54%

100.00%

**CITY OF CONCORD**

**Summary of Releases, Refunds and Discoveries for the Month of March 2020**

| <b>RELEASES</b>  |    |                 |
|------------------|----|-----------------|
| CITY OF CONCORD  | \$ | <b>5,073.69</b> |
| CONCORD DOWNTOWN | \$ | -               |

| <b>REFUNDS</b>   |    |               |
|------------------|----|---------------|
| CITY OF CONCORD  | \$ | <b>613.87</b> |
| CONCORD DOWNTOWN | \$ | -             |

| <b>DISCOVERIES</b> |          |                  |                  |        |                     |                    |  |
|--------------------|----------|------------------|------------------|--------|---------------------|--------------------|--|
| CITY OF CONCORD    |          |                  |                  |        |                     |                    |  |
| TaxYear            | Real     | Personal         | Total            | Rate   | Calculated          | Penalties          |  |
| 2013               | 0        | 0                | 0                | 0.0042 | 0.00                | 0.00               |  |
| 2014               | 0        | 0                | 0                | 0.0042 | 0.00                | 0.00               |  |
| 2015               | 0        | 577,107          | 577,107          | 0.0048 | 2,770.11            | 1,648.96           |  |
| 2016               | 0        | 835,623          | 835,623          | 0.0048 | 4,010.99            | 1,953.37           |  |
| 2017               | 0        | 786,837          | 786,837          | 0.0048 | 3,776.81            | 1,460.50           |  |
| 2018               | 0        | 771,206          | 771,206          | 0.0048 | 3,701.80            | 1,062.46           |  |
| 2019               | 0        | 1,166,699        | 1,166,699        | 0.0048 | 5,600.16            | 874.68             |  |
| 2020               | 0        | 0                | 0                | 0.0048 | 0.00                | 0.00               |  |
| <b>Total</b>       | <b>0</b> | <b>4,137,472</b> | <b>4,137,472</b> |        | <b>\$ 19,859.87</b> | <b>\$ 6,999.97</b> |  |
| DOWNTOWN           |          |                  |                  |        |                     |                    |  |
| TaxYear            | Real     | Personal         | Total            | Rate   | Calculated          | Penalties          |  |
| 2017               | 0        | 0                | 0                | 0.0023 | 0.00                | 0.00               |  |
| 2018               | 0        | 0                | 0                | 0.0023 | 0.00                | 0.00               |  |
| 2019               | 0        | 0                | 0                | 0.0023 | 0.00                | 0.00               |  |
| 2020               | 0        | 0                | 0                | 0.0023 | 0.00                | 0.00               |  |
| <b>Total</b>       | <b>0</b> | <b>0</b>         | <b>0</b>         |        | <b>\$ -</b>         | <b>\$ -</b>        |  |

City of Concord  
Portfolio Holdings  
Monthly Investments to Council  
Report Format: By C U S I P / Ticker  
Group By: Security Type  
Average By: Cost Value  
Portfolio / Report Group: All Portfolios  
As of 3/31/2020

| Description                          | CUSIP/Ticker | Face Amount/Shares | Cost Value    | Maturity Date | YTM @ Cost | % of Portfolio | Settlement Date | Cost Price | Days To Maturity |
|--------------------------------------|--------------|--------------------|---------------|---------------|------------|----------------|-----------------|------------|------------------|
| Commercial Paper                     |              |                    |               |               |            |                |                 |            |                  |
| CP BANCO SANTANDER SA 0 8/12/2020    | 05970RHC2    | 5,000,000.00       | 4,950,622.20  | 08/12/2020    | 1.778      | 1.36           | N/A             | 99.012444  | 134              |
| CP CHESHAM 0 10/22/2020              | 16536HKN0    | 5,000,000.00       | 4,939,206.94  | 10/22/2020    | 1.711      | 1.36           | N/A             | 98.784139  | 205              |
| CP CHESHAM 0 6/16/2020               | 16536HFG1    | 5,000,000.00       | 4,952,730.55  | 06/16/2020    | 1.888      | 1.36           | N/A             | 99.054611  | 77               |
| CP CREDIT AGRICOLE 0 5/20/2020       | 22533TEL6    | 5,000,000.00       | 4,960,644.44  | 05/20/2020    | 1.774      | 1.37           | N/A             | 99.212889  | 50               |
| CP CREDIT SUISSE AG 0 5/7/2020       | 2254EAE74    | 5,000,000.00       | 4,952,990.28  | 05/07/2020    | 1.888      | 1.36           | N/A             | 99.059806  | 37               |
| CP MALAYAN BANK 0 5/22/2020          | 56108JEN7    | 5,000,000.00       | 4,948,561.11  | 05/22/2020    | 1.900      | 1.36           | N/A             | 98.971222  | 52               |
| CP NATIXIS 0 4/8/2020                | 63873JD80    | 5,000,000.00       | 4,951,481.94  | 04/08/2020    | 1.949      | 1.36           | N/A             | 99.029639  | 8                |
| CP NATIXIS 0 7/2/2020                | 63873JG20    | 5,000,000.00       | 4,981,850.00  | 07/02/2020    | 1.084      | 1.37           | N/A             | 99.637     | 93               |
| CP PRUDENTIAL PLC 0 10/26/2020       | 7443M2KS4    | 5,000,000.00       | 4,952,272.22  | 10/26/2020    | 1.434      | 1.36           | N/A             | 99.045444  | 209              |
| CP TOYOTA MOTOR CREDIT 0 11/19/2020  | 89233GLK0    | 5,000,000.00       | 4,961,422.22  | 11/19/2020    | 1.129      | 1.37           | N/A             | 99.228444  | 233              |
| CP TOYOTA MOTOR CREDIT 0 7/23/2020   | 89233GGP5    | 5,000,000.00       | 4,943,729.15  | 07/23/2020    | 1.871      | 1.36           | N/A             | 98.874583  | 114              |
| CPMUFGBANKLTD/NY 0 8/21/2020         | 62479LHM0    | 5,000,000.00       | 4,947,075.00  | 08/21/2020    | 1.759      | 1.36           | N/A             | 98.9415    | 143              |
| Sub Total / Average Commercial Paper |              | 60,000,000.00      | 59,442,586.05 |               | 1.680      | 16.36          |                 | 99.071413  | 113              |
| FFCB Bond                            |              |                    |               |               |            |                |                 |            |                  |
| FFCB 1.24 3/10/2023-21               | 3133ELRZ9    | 5,000,000.00       | 5,000,000.00  | 03/10/2023    | 1.240      | 1.38           | N/A             | 100        | 1,074            |
| FFCB 1.48 3/10/2026-21               | 3133ELSC9    | 5,000,000.00       | 5,000,000.00  | 03/10/2026    | 1.480      | 1.38           | N/A             | 100        | 2,170            |
| FFCB 1.55 3/30/2027-23               | 3133ELUN2    | 5,000,000.00       | 5,000,000.00  | 03/30/2027    | 1.550      | 1.38           | N/A             | 100        | 2,555            |
| FFCB 1.69 2/12/2024-21               | 3133ELMJ0    | 5,000,000.00       | 4,999,500.00  | 02/12/2024    | 1.693      | 1.38           | N/A             | 99.99      | 1,413            |
| FFCB 1.7 9/27/2022-21                | 3133EKS31    | 5,000,000.00       | 5,000,000.00  | 09/27/2022    | 1.700      | 1.38           | N/A             | 100        | 910              |
| FFCB 1.71 11/25/2022-20              | 3133ELAU8    | 5,000,000.00       | 5,000,000.00  | 11/25/2022    | 1.710      | 1.38           | N/A             | 100        | 969              |
| FFCB 1.71 5/26/2022-20               | 3133ELAW4    | 5,000,000.00       | 5,000,000.00  | 05/26/2022    | 1.710      | 1.38           | N/A             | 100        | 786              |
| FFCB 1.87 6/19/2023-20               | 3133ELEV2    | 5,000,000.00       | 5,000,000.00  | 06/19/2023    | 1.870      | 1.38           | N/A             | 100        | 1,175            |
| FFCB 1.89 3/2/2027-21                | 3133ELQH0    | 5,000,000.00       | 5,000,000.00  | 03/02/2027    | 1.890      | 1.38           | N/A             | 100        | 2,527            |
| FFCB 1.89 9/27/2024-21               | 3133EKU20    | 5,000,000.00       | 5,000,000.00  | 09/27/2024    | 1.890      | 1.38           | N/A             | 100        | 1,641            |
| FFCB 1.93 10/30/2023-20              | 3133EK4A1    | 5,000,000.00       | 5,000,000.00  | 10/30/2023    | 1.930      | 1.38           | N/A             | 100        | 1,308            |
| FFCB 2.09 7/1/2022-20                | 3133EKTA4    | 5,000,000.00       | 5,000,000.00  | 07/01/2022    | 2.090      | 1.38           | N/A             | 100        | 822              |
| FFCB 2.11 7/22/2022-20               | 3133EKVP8    | 5,000,000.00       | 5,000,000.00  | 07/22/2022    | 2.110      | 1.38           | N/A             | 100        | 843              |

|                               |           |               |               |            |       |       |     |            |       |
|-------------------------------|-----------|---------------|---------------|------------|-------|-------|-----|------------|-------|
| FFCB 2.14 9/4/2026-20         | 3133EKL53 | 5,000,000.00  | 5,000,000.00  | 09/04/2026 | 2.140 | 1.38  | N/A | 100        | 2,348 |
| FFCB 2.2 7/24/2023-20         | 3133EKWZ5 | 5,000,000.00  | 5,000,000.00  | 07/24/2023 | 2.200 | 1.38  | N/A | 100        | 1,210 |
| FFCB 2.23 7/8/2024-20         | 3133EKTT3 | 5,000,000.00  | 5,000,000.00  | 07/08/2024 | 2.230 | 1.38  | N/A | 100        | 1,560 |
| FFCB 2.36 6/17/2024-20        | 3133EKQW9 | 5,000,000.00  | 4,998,750.00  | 06/17/2024 | 2.365 | 1.38  | N/A | 99.975     | 1,539 |
| Sub Total / Average FFCB Bond |           | 85,000,000.00 | 84,998,250.00 |            | 1.870 | 23.39 |     | 99.997942  | 1,462 |
| FHLB Bond                     |           |               |               |            |       |       |     |            |       |
| FHLB 1.125 7/14/2021          | 3130A8QS5 | 740,000.00    | 708,002.40    | 07/14/2021 | 2.621 | 0.19  | N/A | 95.676     | 470   |
| FHLB 1.375 2/18/2021          | 3130A7CV5 | 600,000.00    | 582,384.00    | 02/18/2021 | 2.383 | 0.16  | N/A | 97.064     | 324   |
| FHLB 1.55 3/25/2024-21        | 3130AJAX7 | 5,000,000.00  | 5,000,000.00  | 03/25/2024 | 1.550 | 1.38  | N/A | 100        | 1,455 |
| FHLB 1.73 6/30/2022-20        | 3130AHSG9 | 5,000,000.00  | 5,000,000.00  | 06/30/2022 | 1.730 | 1.38  | N/A | 100        | 821   |
| FHLB 1.77 7/22/2024-21        | 3130AHWG4 | 5,000,000.00  | 5,000,000.00  | 07/22/2024 | 1.770 | 1.38  | N/A | 100        | 1,574 |
| FHLB 1.77 8/28/2024-20        | 3130AJA90 | 5,000,000.00  | 5,000,000.00  | 08/28/2024 | 1.770 | 1.38  | N/A | 100        | 1,611 |
| FHLB 1.8 4/28/2022-20         | 3130AHEG4 | 5,000,000.00  | 5,000,000.00  | 04/28/2022 | 1.800 | 1.38  | N/A | 100        | 758   |
| FHLB 1.85 7/6/2023-20         | 3130AHUA9 | 5,000,000.00  | 5,000,000.00  | 07/06/2023 | 1.850 | 1.38  | N/A | 100        | 1,192 |
| FHLB 1.875 10/28/2024-21      | 3130AHUU5 | 5,000,000.00  | 5,000,000.00  | 10/28/2024 | 1.875 | 1.38  | N/A | 100        | 1,672 |
| FHLB 1.875 11/29/2021         | 3130AABG2 | 875,000.00    | 853,965.00    | 11/29/2021 | 2.721 | 0.24  | N/A | 97.596     | 608   |
| FHLB 1.9 11/27/2020-18        | 3130ACTU8 | 5,000,000.00  | 4,995,000.00  | 11/27/2020 | 1.935 | 1.37  | N/A | 99.9       | 241   |
| FHLB 1.92 8/28/2024-20        | 3130AGXN0 | 5,000,000.00  | 5,000,000.00  | 08/28/2024 | 1.920 | 1.38  | N/A | 100        | 1,611 |
| FHLB 1.97 9/11/2024-20        | 3130AH2B8 | 5,000,000.00  | 4,980,000.00  | 09/11/2024 | 2.055 | 1.37  | N/A | 99.6       | 1,625 |
| FHLB 2 9/26/2022-20           | 3130AH5RO | 5,000,000.00  | 5,000,000.00  | 09/26/2022 | 2.000 | 1.38  | N/A | 100        | 909   |
| FHLB 2.13 11/8/2024-20        | 3130AHGT4 | 3,000,000.00  | 3,000,000.00  | 11/08/2024 | 2.130 | 0.83  | N/A | 100        | 1,683 |
| FHLB 2.16 7/13/2026-20        | 3130AHUT8 | 5,000,000.00  | 5,000,000.00  | 07/13/2026 | 2.160 | 1.38  | N/A | 100        | 2,295 |
| FHLB 2.32 11/1/2029-22        | 3130AHEU3 | 5,000,000.00  | 5,000,000.00  | 11/01/2029 | 2.320 | 1.38  | N/A | 100        | 3,502 |
| FHLB 3 10/12/2021             | 3130AF5B9 | 880,000.00    | 905,660.34    | 10/12/2021 | 1.634 | 0.25  | N/A | 102.915948 | 560   |
| Sub Total / Average FHLB Bond |           | 71,095,000.00 | 71,025,011.74 |            | 1.930 | 19.55 |     | 99.906021  | 1,449 |
| FHLMC Bond                    |           |               |               |            |       |       |     |            |       |
| FHLMC 1.25 3/26/2025-21       | 3134GVHG6 | 5,000,000.00  | 5,000,000.00  | 03/26/2025 | 1.250 | 1.38  | N/A | 100        | 1,821 |
| FHLMC 1.6 9/28/2020-18        | 3134GBF64 | 5,000,000.00  | 5,000,000.00  | 09/28/2020 | 1.600 | 1.38  | N/A | 100        | 181   |
| FHLMC 1.71 11/4/2022-20       | 3134GU4G2 | 5,000,000.00  | 4,998,750.00  | 11/04/2022 | 1.720 | 1.38  | N/A | 99.975     | 948   |
| FHLMC 1.73 5/27/2022-20       | 3134GUVP2 | 5,000,000.00  | 5,000,000.00  | 05/27/2022 | 1.730 | 1.38  | N/A | 100        | 787   |
| FHLMC 1.75 2/25/2022-20       | 3134GUUY4 | 5,000,000.00  | 5,000,000.00  | 02/25/2022 | 1.750 | 1.38  | N/A | 100        | 696   |
| FHLMC 1.75 6/23/2022-20       | 3134GUZY9 | 5,000,000.00  | 5,000,000.00  | 06/23/2022 | 1.750 | 1.38  | N/A | 100        | 814   |
| FHLMC 1.75 8/25/2022-20       | 3134GUTK6 | 5,000,000.00  | 5,000,000.00  | 08/25/2022 | 1.750 | 1.38  | N/A | 100        | 877   |
| FHLMC 1.86 10/21/2022-20      | 3134GUKY5 | 5,000,000.00  | 5,000,000.00  | 10/21/2022 | 1.860 | 1.38  | N/A | 100        | 934   |
| FHLMC 1.875 3/28/2024-21      | 3134GUEN6 | 5,000,000.00  | 5,000,000.00  | 03/28/2024 | 1.875 | 1.38  | N/A | 100        | 1,458 |
| FHLMC 1.9 10/17/2022-20       | 3134GUGN4 | 5,000,000.00  | 5,000,000.00  | 10/17/2022 | 1.900 | 1.38  | N/A | 100        | 930   |
| FHLMC 1.9 6/30/2023-20        | 3134GUK58 | 5,000,000.00  | 5,000,000.00  | 06/30/2023 | 1.900 | 1.38  | N/A | 100        | 1,186 |
| FHLMC 2.125 11/8/2024-20      | 3134GUNZ9 | 2,000,000.00  | 2,000,000.00  | 11/08/2024 | 2.125 | 0.55  | N/A | 100        | 1,683 |



|  |           |                |                |            |       |       |     |            |       |
|--|-----------|----------------|----------------|------------|-------|-------|-----|------------|-------|
| FHLMC 2.25 11/24/2020-18                             | 3134GBX56 | 5,000,000.00   | 5,014,000.00   | 11/24/2020 | 2.151 | 1.38  | N/A | 100.28     | 238   |
| FHLMC 2.375 1/13/2022                                | 3137EADB2 | 2,175,000.00   | 2,166,191.35   | 01/13/2022 | 2.520 | 0.60  | N/A | 99.595007  | 653   |
| FHLMC 2.375 2/16/2021                                | 3137EAEL9 | 1,000,000.00   | 998,264.53     | 02/16/2021 | 2.436 | 0.27  | N/A | 99.826453  | 322   |
| Sub Total / Average FHLMC Bond                       |           | 65,175,000.00  | 65,177,205.88  |            | 1.816 | 17.94 |     | 100.003504 | 912   |
| FNMA Bond  |           |                |                |            |       |       |     |            |       |
| FNMA 1.25 5/6/2021                                   | 3135G0K69 | 625,000.00     | 600,577.41     | 05/06/2021 | 2.610 | 0.17  | N/A | 96.092386  | 401   |
| FNMA 1.25 8/17/2021                                  | 3135G0N82 | 2,020,000.00   | 1,934,922.38   | 08/17/2021 | 2.733 | 0.53  | N/A | 95.788318  | 504   |
| FNMA 1.375 10/7/2021                                 | 3135G0Q89 | 2,675,000.00   | 2,556,023.37   | 10/07/2021 | 2.961 | 0.70  | N/A | 95.552298  | 555   |
| FNMA 1.375 2/26/2021                                 | 3135G0J20 | 1,520,000.00   | 1,473,060.79   | 02/26/2021 | 2.516 | 0.41  | N/A | 96.912156  | 332   |
| FNMA 1.375 9/6/2022                                  | 3135G0W33 | 300,000.00     | 298,497.00     | 09/06/2022 | 1.568 | 0.08  | N/A | 99.499     | 889   |
| FNMA 1.5 6/22/2020                                   | 3135G0D75 | 335,000.00     | 333,308.25     | 06/22/2020 | 1.697 | 0.09  | N/A | 99.495     | 83    |
| FNMA 1.55 8/24/2021-17                               | 3136G3X83 | 5,000,000.00   | 5,000,000.00   | 08/24/2021 | 1.550 | 1.38  | N/A | 100        | 511   |
| FNMA 1.75 1/30/2023-20                               | 3135G0X73 | 5,000,000.00   | 5,000,000.00   | 01/30/2023 | 1.750 | 1.38  | N/A | 100        | 1,035 |
| FNMA 1.75 2/14/2024-20                               | 3135G0Y31 | 5,000,000.00   | 5,000,000.00   | 02/14/2024 | 1.750 | 1.38  | N/A | 100        | 1,415 |
| FNMA 1.8 10/28/2022-20                               | 3135G0W74 | 5,000,000.00   | 5,000,000.00   | 10/28/2022 | 1.800 | 1.38  | N/A | 100        | 941   |
| FNMA 1.83 11/23/2024-20                              | 3136G4UF8 | 5,000,000.00   | 5,000,000.00   | 11/23/2024 | 1.830 | 1.38  | N/A | 100        | 1,698 |
| FNMA 1.875 12/28/2020                                | 3135G0H55 | 940,000.00     | 934,051.66     | 12/28/2020 | 2.095 | 0.26  | N/A | 99.367198  | 272   |
| FNMA 1.875 4/5/2022                                  | 3135G0T45 | 2,005,000.00   | 1,989,331.01   | 04/05/2022 | 2.147 | 0.55  | N/A | 99.223064  | 735   |
| FNMA 1.9 2/18/2025-20                                | 3135G0Y23 | 5,000,000.00   | 5,000,000.00   | 02/18/2025 | 1.900 | 1.38  | N/A | 100        | 1,785 |
| FNMA 2 10/5/2022                                     | 3135G0T78 | 3,805,000.00   | 3,857,482.35   | 10/05/2022 | 1.511 | 1.06  | N/A | 101.379763 | 918   |
| FNMA 2 9/28/2020-18                                  | 3136G4PH0 | 5,000,000.00   | 5,000,000.00   | 09/28/2020 | 2.000 | 1.38  | N/A | 100        | 181   |
| FNMA 2.25 4/12/2022                                  | 3135G0V59 | 960,000.00     | 969,734.40     | 04/12/2022 | 1.871 | 0.27  | N/A | 101.014    | 742   |
| FNMA 2.375 1/19/2023                                 | 3135G0T94 | 770,000.00     | 790,542.01     | 01/19/2023 | 1.448 | 0.22  | N/A | 102.667794 | 1,024 |
| FNMA 2.375 1/19/2023                                 | 3135G0T94 | 1,050,000.00   | 1,093,638.00   | 01/19/2023 | 0.907 | 0.30  | N/A | 104.156    | 1,024 |
| Sub Total / Average FNMA Bond                        |           | 52,005,000.00  | 51,831,168.63  |            | 1.892 | 14.26 |     | 99.693085  | 948   |
| Local Government Investment Pool                     |           |                |                |            |       |       |     |            |       |
| NCCMT LGIP   | NCCMT599  | 61,815.25      | 61,815.25      | N/A        | 0.890 | 0.02  | N/A | 100        | 1     |
| NCCMT LGIP   | NCCMT135  | 10,634,886.08  | 10,634,886.08  | N/A        | 1.390 | 2.93  | N/A | 100        | 1     |
| NCCMT LGIP   | NCCMT481  | 14,905,390.79  | 14,905,390.79  | N/A        | 0.890 | 4.10  | N/A | 100        | 1     |
| NCCMT LGIP   | NCCMT271  | 65,095.87      | 65,095.87      | N/A        | 0.890 | 0.02  | N/A | 100        | 1     |
| Sub Total / Average Local Government Investment Pool |           | 25,667,187.99  | 25,667,187.99  |            | 1.097 | 7.06  |     | 100        | 1     |
| Money Market   |           |                |                |            |       |       |     |            |       |
| PINNACLE BANK MM                                     | PINNACLE  | 5,212,633.66   | 5,212,633.66   | N/A        | 1.010 | 1.43  | N/A | 100        | 1     |
| Sub Total / Average Money Market                     |           | 5,212,633.66   | 5,212,633.66   |            | 1.010 | 1.43  |     | 100        | 1     |
| Total / Average                                      |           | 364,154,821.65 | 363,354,043.95 |            | 1.777 | 100   |     | 99.786085  | 943   |