



City Council Agenda

Wednesday, November 10, 2021

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.

I. Call to Order

II. Pledge of Allegiance and Moment of Silent Prayer

III. Approval of Minutes

October 12 and October 14, 2021.

IV. Presentations

1. Recognition of Sergeant John Parker for receiving the International Association of Chiefs of Police "40 Under 40" award for 2021.

Each year, the International Association of Chiefs of Police (IACP) recognizes 40 law enforcement professionals under the age of 40 worldwide for their leadership, dedication, and contributions to their community. As a "40 Under 40" award recipient for 2021, Sergeant Parker was recognized for his outstanding leadership, high level of professionalism, and commitment to the community while positively representing the City of Concord Police Department. Sergeant Parker is known as a progressive leader who implemented a strategic evidence-based approach to problem-solving. Sergeant Parker led the Vice and Narcotic unit's improved intelligence-gathering and investigative capabilities to better support community stakeholders with crime deterrence and case solvability. In addition, Sergeant Parker serves as a mentor to teenagers in the community through the Big Brothers Big Sisters program and is a board member for Cabarrus Leadership Council.

2. Presentation of a Proclamation recognizing award-winning journalist, war correspondent and author, Joe Galloway, Jr. Mr. Galloway was a native of Concord and the only civilian to receive the Bronze Star.

3. Presentation of a Proclamation recognizing November as National Native American Heritage Month.

V. Unfinished Business

VI. New Business

A. Informational Items

- 1. Presentation from Cabarrus Visitor's Bureau. (Work Session)
- 2. Presentation from Cooperative Christian Ministries (CCM) Executive Director, Ed Hosack, on "Transitional Housing". (Work Session)

B. Departmental Reports

C. Recognition of persons requesting to be heard

D. Public Hearings

- 1. Conduct a public hearing to consider adopting an ordinance amending Article 4 (Section 4.4.7.) of the Concord Development Ordinance (CDO) relative to Stormwater report and inspection requirements. The Water Resources Department is proposing a corrective amendment to Section 4.4.7 of the Concord Development Ordinance (CDO) relative to the annual inspection requirements for stormwater facilities. The proposed change deletes the current Section 4.4.7 (which

was written approximately 20 years ago) and replaces it with simpler and more contemporary language that reflects current practice and State and Federal requirements. It also refers the reader to the City's stormwater website for updated inspection requirements. This approach will avoid having to update the CDO each time these requirements change. Planning Commission unanimously voted to adopt this change at their October meeting. Staff will conduct a thorough presentation of all of the changes to ensure the Council understands these changes.

Recommendation: Motion to adopt an ordinance amending Article 4.4.7 regarding stormwater facilities inspections.

E. Presentations of Petitions and Requests

1. Consider adopting the 2021 Update to the City of Concord's Downtown Master Plan. Since the adoption of the 2016 Downtown Master Plan, millions have been invested by the private and public sector in downtown. These investments include 70 residential units in the former Hotel Concord and Lofts 29, a 600-space county-owned parking deck, complete renovations to 57 Union Street and 66 Union Street as well as the ongoing County courthouse expansion. In addition to these projects, starting construction are nearly 300 additional residential units with supporting 20,000 square foot of retail and office space spread throughout three buildings on Union Street (Novi Lofts), Barbrick Avenue (Novi Flats), and Market Street (Novi Rise) behind City Hall (anticipated investment of \$70 Million). These projects along with a new streetscape on Union Street spurred the need for an update to the current Downtown Master Plan. Benchmark Planning has worked extensively with City staff and will present an overview of the Downtown Master Plan Update including a brief review of the Parking Study Update findings (completed by Stantec), public information sessions held in April and June at the Cabarrus Center, Public Input survey results and the recommendations for the future. The Master Plan update aims to keep the momentum moving forward by building on the success of the 2016 plan and creates a strategic vision for downtown of the next five years and beyond.

Recommendation: Motion to adopt the 2021 update to the City of Concord's Downtown Master Plan.

2. Consider allocating an additional \$9,213.10 in CDBG CARES funding for the management of the Vance Drive Apartments by Cooperative Christian Ministries. In November of 2020, Council approved the management of the Vance Drive quadplex for persons needing to temporarily quarantine due to COVID-19. Cooperative Christian Ministries has worked with various agencies including Salvation Army, Cabarrus Health Alliance and Meals on Wheels to facilitate the safe housing of six persons who need immediate quarantine shelter due to a positive COVID test result. Staff is requesting Council to consider allocating the remaining CDBG CARES funds, in the amount of \$9,213.10, to Cooperative Christian Ministries to continue the management of the Vance quadplex and subsequent services related to persons quarantining.

Recommendation: Motion to approve allocating an additional \$9,213.10 in CDBG CARES funding for the management of the Vance Drive Apartments by Cooperative Christian Ministries.

3. Consider adopting an ordinance granting a franchise to Public Service Company of North Carolina, Incorporated. Public Service Company of North Carolina, Incorporated proposes to continue to construct, operate and maintain a Gas Utility System and all necessary means for transmission and distribution of gas within the City of Concord. this franchise shall constitute a contract between the Town and the Company and shall be in force and effect for an initial term of thirty (30) years and shall continue in force and effect year-to-year thereafter until properly terminated by either party.

Recommendation: Motion to adopt an ordinance granting a franchise to Public Service Company of North Carolina, Incorporated.

- 4. Consider adopting a resolution authorizing an eminent domain action for property located at 167 Mahan Street.** Title to this property is currently in the name of Mario Garcia. Due to certain Code Enforcement issues with the property, an attempt was made to locate the owner in order to begin a Code action; however, when the Code Officer went to the address listed by the tax office, no Garcia lived there. Another Mario Garcia was located in the City; however, when contacted, Mr. Garcia disclaimed any knowledge of the property. The tax value of the property is listed at \$41,900.00. Property taxes for the year 2021 are due in the amount of \$511.18. This eminent domain action is requested by the City's Planning Department for the purpose of affordable housing.

Recommendation: Consider making a motion to adopt a resolution authorizing an eminent domain action for property located at 167 Mahan Street.

- 5. Consider adopting an ordinance to allow the police department to administer the extension of ABC licensed premises.** A recent change in the NC General Statutes allows the City to adopt an ordinance providing for the temporary extension of ABC licensed premises. Extension applications will be administered by the Concord Police Department. Extensions are limited to no more than 72 hours per extension and 12 extension per year. This function was previously administered by the ABC Commission and the proposed ordinance mirrors the regulations followed by the Commission.

Recommendation: Motion to adopt an ordinance allowing the police department to administer the extension of ABC licensed premises.

- 6. Consider authorizing the City Manager to negotiate and execute a contract with the Houston Galveston Area Cooperative Purchasing Program for the purchase of a Pierce manufactured Fire engine/pumper and TDA-ladder truck.** By using the government to government purchasing cooperative for the purchase of the fire apparatus, the City is able to purchase both apparatus for a total cost of \$2,153,505 while providing a chassis with the latest safety features available. Using the pre-pay method will result in a cost savings of \$80,333.00. The apparatus will be a replacement for engine company 9 and the new ladder approved in the FY21-22 budget. The requested amount is under the approved funds in the vehicle capital account.

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

- 7. Consider awarding a bid in the amount of \$1,629,248.25 to Pike Electric LLC for construction of Delivery Station #4 at 114 Union Cemetery Road.** Delivery Station #4 site-work/grading is now complete. Bid specifications for construction of the concrete foundations and all above ground facilities were developed and a formal bid process was held on October 20, 2021. Seven construction firms submitted bids, which were evaluated by staff for adherence to specifications. The lowest bidder at \$1,629,248.25 was Pike Electric LLC. Pike Electric was deemed to be a responsive and responsible bidder. Upon a Notice to Proceed letter, Pike will have 280 days to perform the work. Delivery 4 remains on schedule for commissioning in December 2022.

Recommendation: Motion to award a bid for \$1,629,248.25 to Pike Electric LLC for construction of Delivery Station #4 at 114 Union Cemetery Road.

- 8. Consider awarding bids for electric equipment and materials for Substation T Located at 2640 Concord Parkway to; Dis-Tran Packaged Substation Engineering, PLLC, Virginia Transformer Corporation, S&C Electric Company, ABB Inc., Electrical Power Products Inc. and VFP Inc.** Electric Systems staff received bids on October 20, 2021 for electric equipment and materials required for the construction of a new substation located at 2640 Concord Parkway South. The bids were arranged into the following six schedules of equipment: Schedule I –

Substation steel and structures- Dis-Tran Packaged Substation Engineering, \$491,320; Schedule II - Two 27 MVA Power transformers, Virginia Transformer Corporation, \$1,857,624; Schedule III – Two 100KV circuit switchers, S&C Electric Company, \$116,660.20; Schedule IV – Fourteen 15KV circuit breakers, ABB Inc., \$246,161.60; Schedule V -- Relay Panels, Electrical Power Products, \$116,486 (Lowest Responsive Bidder); and Schedule VI – Control equipment house, VFP, Inc., \$91,248. All schedules combined at \$2,919,499.80. Funding to be derived from existing Substation T project account with standing balance of \$4,117,194.22.

Recommendation: Motion to award bids for electric equipment and materials for Substation T to; Dis-Tran Packaged Substation Engineering, PLLC, Virginia Transformer Corporation, S&C Electric Company, ABB Inc., Electrical Power Products Inc. and VFP Inc.

- 9. Consider approving the acquisition of one parcel totaling 4.303 acres along Three-mile Branch and Branchview Drive (parcel ID# 5621-84-3678) from Irvin W. Nachman, Judy Ben-Zev, Barry A. Nachman, and Susan Nachman for future development of McEachern Greenway.** The parcel under consideration for acquisition (PID# 5621-84-3678) would be developed as part of an extension to the McEachern Greenway. This parcel is 4.303 acres according to a new survey, and features land on both sides of Brookwood Avenue. The purchase price is \$105,000. This property is critical for connectivity from the existing end of McEachern Greenway to David Phillips Activity Center, which also features connections to Miramar with sidewalk connections to Beverly Hills Park, Concord High School, and future connectivity to the hospital. The total cost for acquisition of the 4.303 acres including due diligence is \$110,900.

Recommendation: Motion to approve the acquisition of one parcel totaling 4.303 acres (PIN# 5621-84-3678) from Irvin W. Nachman, Judy Ben-Zev, Barry A. Nachman, and Susan Nachman for future development of McEachern Greenway for \$110,900 (amount includes due diligence), and to adopt ordinances to amend the Parks and Recreation Capital Reserve Fund and Recreation Capital Project Fund to complete transfers for approved property purchases.

- 10. Consider authorizing the City Manager to negotiate and execute a contract with Cunningham Associates, Inc. for the replacement of playground equipment at McGee Park, located at 219 Corban Avenue, East, in the amount of \$160,542.27.** Cunningham Associates, Inc. quote was the lowest responsible bidder at \$160,542.27. The amount of \$165,000 was identified in the approved FY22 budget for the replacement of the aged playground unit at McGee Park. The new playground will feature replacement of one large playground unit originally built in 2004, replacement of the existing tire swing with new accessible swings, and new poured-in-place (PIP) rubber surfacing for two large areas of the playground, totaling approximately 5,215 square feet.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Cunningham Associates, Inc. for a playground unit replacement at McGee Park in the amount of \$160,542.27

- 11. Consider authorizing the City Manager to negotiate and execute a construction contract with Cleary Construction Inc. for the construction of the 12" Public Sewer Extension Phase I and to adopt a capital project ordinance amendment.** Bids were received on November 2, 2021 for the construction of a 12" Public Sewer Extension located along Coddle Creek Tributary from Roberta Church Road to approximately 885 feet north. Cleary Construction, Inc. was the low bidder with a total bid of \$2,451,594.75. The bid price was over current project funding and will require a transfer from wastewater future projects.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Cleary Construction Inc. in the amount of \$2,451,594.75 for the

construction of the 12" Public Sewer Extension Phase I and to adopt a capital project ordinance amendment.

- 12. Consider making appointments to various Boards and Commissions.** The Mayor and Council have met and reviewed all applications currently on file in the City Clerk's office.

Recommendation: Motion to make appointments to various Boards and Commissions.

VII. Consent Agenda

- A. Consider co-sponsoring the 2021 Concord Christmas Parade and provide insurance and in-kind services for the event.** Cabarrus Events Association is requesting the City to provide insurance and in-kind services for the 2021 Concord Christmas Parade. The City has provided these services in previous years. The Parade will be held Saturday, November 20, 2021.

Recommendation: Motion to co-sponsor the 2021 Concord Christmas Parade and provide insurance and in-kind services for the event.

- B. Consider accepting the donation of a Pierce rescue truck from the Odell Volunteer Fire Department.** The Odell Fire Department Board of Directors has agreed to donate their rescue truck declared surplus due to new vehicle purchase. The Odell rescue truck has greater capabilities as well as additional equipment storage that closely resembles the front-line apparatus used by the fire department. The Odell rescue truck has been inspected by the fleet fire mechanic and he supports the donation of the truck. The Odell rescue truck has had numerous upgrades including LED emergency lighting, LED light tower, LED scene lighting and ladder storage. These features are not available on our current reserve rescue unit.

Recommendation: Motion to accept the donation of the Odell rescue apparatus.

- C. Consider the donation of Pierce rescue truck to the Odell Volunteer Fire Department.** The reserve rescue unit will be donated to the Odell Fire department and will be used to replace the donated rescue truck from Odell.

Recommendation: Motion to donate the reserve rescue unit to Odell fire department.

- D. Consider updating the Housing Department's Admissions and Continued Occupancy Policy to reflect the 30-day advance notification of lease termination.** HUD published "Extension of Time and Required Disclosures for Notification of Nonpayment of Rent" as an Interim Final Rule effective November 8, 2021 (PIH Notice 2021-29). The Interim Final Rule requires that, pursuant to a determination of the Secretary of HUD, tenants must be provided no less than 30 days advanced notification of lease termination due to nonpayment of rent. Further, the rule also requires that within the notification, PHAs must provide information to affected tenants as necessary to support tenants in securing available funding through the US Department of Treasury's Emergency Rental assistance (ERA) program provided directly to states. This determination remains in effect until a subsequent HUD notice is issued rescinding the determination.

Recommendation: Motion to update the Housing Department's Admissions and Continued Occupancy Policy to reflect HUD's PIH Notice 2021-29, 30-day advance notification of lease termination.

- E. Consider accepting an offer of infrastructure at Night and Day Dental.** In accordance with CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following are being offered for acceptance: 20 LF of 8-inch water line.

Recommendation: Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites: Night and Day Dental.

- F. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement.** In accordance with the CDO Article 4 the following access easements and maintenance agreements are now ready for approval: Odell

73 Investments, LLC (PIN 4681-68-0773) 8825 Davidson Highway and Stor-All Derita, L.P. (PIN 4589-46-9776) 2875 Derita Road. Access easements and SCM maintenance agreements are being offered by the owners.

Recommendation: Motion to approve the maintenance agreements and accept the offers of dedication on the following properties: Odell 73 Investments, LLC and Stor-All Derita, L.P..

- 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: Kensley East Subdivision, Cannon Run, and Minor Subdivision 361 Eastover Dr SE. 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: Kensley East Subdivision, Cannon Run, and Minor Subdivision 361 Eastover Dr SE.

- H. Consider authorizing the City Manager to accept an award in the amount of \$37,400 under the FY 2021 Patrick Leahy Bulletproof Vest Partnership Grant from the United States Department of Justice to purchase an estimated 115 vests over the next two years and to adopt a budget ordinance appropriating the grant funds.** The Concord Police department received notification on October 14, 2021 for the FY 2021 Patrick Leahy Bulletproof Vest Partnership Grant from the United States Department of Justice. This grant reimburses agencies up to 50% of the costs of new, uniquely fitted bulletproof vests. The department projects needing to purchase 115 vest over the next two years at a total cost of \$74,750.00, of which the city would receive reimbursement of \$37,400 under the grant guidelines. The approval to apply for this award was granted by City Council at their June 10, 2021 meeting.

Recommendation: Motion to authorize the City Manager to accept an award in the amount of \$37,400 under the FY 2021 Patrick Leahy Bulletproof Vest Partnership Grant from the United States Department of Justice to purchase an estimated 115 vests over the next two years and to adopt a budget ordinance appropriating the grant funds.

- I. Consider authorizing the City Manager to accept the award of \$20,905 from 2021 BJA FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program-Local Solicitation to implement a weapon-mounted light program, consultant training, purchase "simunition" handgun conversion kits, "simunition" magazines for handgun and to adopt a budget ordinance to appropriate the grant funds.** The Concord Police Department received official notification on October 14, 2021 for the 2021 BJA FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program-Local Solicitation from the United States Department of Justice. Per JAG regulations, a portion of the money must be shared with Cabarrus County and the City of Kannapolis. The City of Concord will serve as the fiscal administering agency. Per an agreement based on the JAG formula, the City of Concord will receive the full amount of \$20,905, of which the City of Kannapolis is allocated \$9,028 and Cabarrus County is allocated \$3,554. The approval to apply for this award was granted by City Council at their July 8, 2021 meeting.

Recommendation: Motion to authorize the City Manager to accept the award in the amount of \$20,905 from 2021 BIA FY 2021 Edward Byrne Memorial Justice Assistance Grant (JAG) Program-Local Solicitation on behalf of the police department and to adopt a budget ordinance to appropriate the grant funds.

- J. Consider adopting ordinances to amend the Electric Operating budget and the Utility Capital Reserve Project for a transfer of Electric reserves to the project fund.** The Electric department is requesting that \$10,000,000 of reserves from FY2021 earnings be placed in the Utility Capital Reserve Project fund to fund future CIP projects.

Recommendation: Motion to adopt ordinances to amend the Electric operating budget and the Utility Capital Reserve Project fund for a transfer of Electric reserves to the project fund.

- K. Consider adopting a budget ordinance to increase the amount available for the Public Art Master Plan by \$15,000.** The increase will provide approximately \$60,000 to complete the study. The Public Art Steering Committee expects to have a consultant recommendation for Council to consider in late November or December.

Recommendation: Motion to adopt a budget ordinance increasing funds for the Public Art Master Plan by \$15,000.

- L. Consider authorizing the City Manager to enter into a contract with the North Carolina Department of Transportation (NCDOT) and execute all agreements and contracts with the NCDOT, Public Transportation Division (PTD), to receive Section 5303 Federal Transit Administration (FTA) funds for Metropolitan Planning for Transit.** Each year, the City of Concord acts as lead agency for the Cabarrus-Rowan Urban Area Metropolitan Planning Organization (MPO) in an agreement with the North Carolina Department of Transportation (NCDOT) to receive Section 5303 Federal Transit Administration (FTA) funds for Metropolitan Planning for Transit. The purpose of the Section 5303 funds are to assist in the development of improved public transportation facilities, equipment, techniques, and methods with the cooperation of public transportation companies both public and private; and to provide assistance to state and local governments and their instrumentals in financing such systems, to be operated by public and private transportation companies as determined by local needs; and various federal urban transportation planning regulations require that each urbanized area have a comprehensive, cooperative, and continuing transportation planning process. For FY22, the NCDOT has allocated \$95,751 which covers the 80% federal share and the 10% state share. The remaining 10% share of \$9,576 is the local share which is split between the City of Concord and the City of Kannapolis. The budget was appropriated during the adoption of the FY22 budget ordinance.

Recommendation: Motion to authorize the City Manager to enter into a contract with the North Carolina Department of Transportation (NCDOT) and execute all agreements and contracts with the NCDOT, Public Transportation Division (PTD), to receive Section 5303 Federal Transit Administration (FTA) funds for Metropolitan Planning for Transit.

- M. Consider adopting the proposed 2022 and 2023 Holiday Schedules.** Staff recommends approving the 2022 and 2023 Holiday Schedules in accordance with Personnel Policy Article 6.4, Holiday Leave.

Recommendation: Motion to approve the 2022 and 2023 Holiday Schedules.

- N. Receive quarterly report on water and wastewater extension permits issued by the Engineering Department in the third quarter of 2021.** In accordance with City Code Chapter 62, attached is a report outlining the water and wastewater extension permits that were issued between July 1, 2021 and September 30, 2021.

Recommendation: Motion to receive the third quarter water and wastewater extension report for 2021.

- O. Consider the required reporting related to the annual information on the Identity Theft Program.** Staff is required to review the City's Identity Theft Detection and Prevention Program each year to ensure that the City is in compliance and also to ensure that the policy remains current. Staff is also required to disclose to City Council any identity theft issues that have been noted in the past 12 months. Staff has reviewed the current policy and has found no issues. The identity theft issues are detailed in the attached document for your review.

Recommendation: Motion to accept the annual report on the City's Identity Theft Program.

P. Receive monthly report on status of investments as of September 30, 2021. 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.

Q. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of September 2021. 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 September 2021.

R. Consider acceptance of the Tax Office reports for the month of September 2021. 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 September 2021.

I. Matters not on the agenda

- TAC
- MTC
- Centralina Regional Council
- Concord/Kannapolis Transit Commission
- WSACC
- Public Art Advisory Committee
- Concord Family Enrichment Association
- PTT Committee
- Barber Scotia Community Task Force Committee
- Concord United Committee

II. General comments by Council of non-business nature

III. Closed Session (if needed)

IV. 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.



DATE: October 19th, 2021

CASE: TA-11-21 Text Amendment (Stormwater Inspection Requirements)

PREPARED BY: Kevin Ashley, AICP –Deputy Planning Director

BACKGROUND

Staff has been approached by the Water Resources Department to make a corrective amendment to Section 4.4.7 of the Concord Development Ordinance (CDO) relative to the annual inspection requirements for stormwater facilities.

The Clean Water Act requires minimum stormwater control measures (SCMs) for developments of a certain size. The City is tasked with ensuring that the facilities are constructed and functioning as required. As part of that assurance, the developer is required to have a professional engineer conduct an annual inspection of the facilities, and to submit a report to the City.

The current version of Section 4.4.7 was authored in the early 2000s when the City was just beginning implementation of the minimum stormwater requirements. The proposed amendment deletes Section 4.4.7 and replaces it with simpler language which reflects current practice along with minimum State and Federal requirements. The amendment also includes a link to the stormwater website which will contain minimum technical requirements for the inspection and report process.

The amendment is in approval form and may be referred to City Council for their hearing in November.

~~4.4.7. ANNUAL INSPECTIONS AND INSPECTION REPORT.~~

- ~~A. The person responsible for maintenance of the stormwater control measures or devices shall submit to the Stormwater Department of the City an inspection report from a qualified registered North Carolina professional engineer. For non-structural BMPs inspection reports may be performed by a qualified registered Landscape Architect.~~
- ~~B. The inspections report shall contain all of the following:~~
- ~~1. The name, address of the landowner;~~
 - ~~2. The recorded book and page number of the lot of each required stormwater control facility and required open space areas;~~
 - ~~3. A statement that an inspection was made of all required stormwater control facilities, including open space areas;~~
 - ~~4. The date the inspection was made;~~
 - ~~5. A statement that all inspected stormwater control facilities and open space areas are performing properly and are in compliance with the approved stormwater management plan, the applicable maintenance manual required by Section 4.4.6, the Technical Standards Manual, and the Concord Development Ordinance. No sampling of pollutant loading is required as part of the inspection;~~
 - ~~6. The original signature and seal of the engineer, surveyor, or landscape architect.~~
- ~~C. All inspections reports shall be on forms supplied by the City. An original inspection report shall be given to the Stormwater Department of the City beginning from the date the as-built was first certified in accordance with Chapter 60 Article V and each year thereafter on the anniversary date of said certification.~~

4.4.7. INSPECTIONS AND DOCUMENTS.

A. INSPECTIONS

1. The person responsible for maintenance of the Stormwater Control Measures (SCM), previously known as Best Management Practices (BMPs), shall submit to the Stormwater Department of the City an annual inspection report completed by a qualified registered North Carolina Professional Engineer.
2. The annual inspection is to be completed every year by the date publicized by the City. More information will be published by January 31 every year on the City of Concord's website, <https://www.concordnc.gov/SCM-Inspections>.
3. If the SCM is not working correctly or needs maintenance completed, the engineer shall note the maintenance required and supply a date that it should be completed and submit that report. Once the maintenance is completed, the engineer shall submit a passing, signed and sealed inspection report.

B. DOCUMENTS

1. The owner of each structural BMP shall keep records of stormwater plans, inspection reports, monitoring results, maintenance activities, and repairs for at least five years from the date of creation of the record and shall submit the same records upon request to the stormwater administrator.

~~4.4.7. ANNUAL INSPECTIONS AND INSPECTION REPORT.~~

- ~~A. The person responsible for maintenance of the stormwater control measures or devices shall submit to the Stormwater Department of the City an inspection report from a qualified registered North Carolina professional engineer. For non-structural BMPs inspection reports may be performed by a qualified registered Landscape Architect.~~
- ~~B. The inspections report shall contain all of the following:~~
- ~~1. The name, address of the landowner;~~
 - ~~2. The recorded book and page number of the lot of each required stormwater control facility and required open space areas;~~
 - ~~3. A statement that an inspection was made of all required stormwater control facilities, including open space areas;~~
 - ~~4. The date the inspection was made;~~
 - ~~5. A statement that all inspected stormwater control facilities and open space areas are performing properly and are in compliance with the approved stormwater management plan, the applicable maintenance manual required by Section 4.4.6, the Technical Standards Manual, and the Concord Development Ordinance. No sampling of pollutant loading is required as part of the inspection;~~
 - ~~6. The original signature and seal of the engineer, surveyor, or landscape architect.~~
- ~~C. All inspections reports shall be on forms supplied by the City. An original inspection report shall be given to the Stormwater Department of the City beginning from the date the as-built was first certified in accordance with Chapter 60 Article V and each year thereafter on the anniversary date of said certification.~~

4.4.7. INSPECTIONS AND DOCUMENTS.

A. INSPECTIONS

1. The person responsible for maintenance of the Stormwater Control Measures (SCM), previously known as Best Management Practices (BMPs), shall submit to the Stormwater Department of the City an annual inspection report completed by a qualified registered North Carolina Professional Engineer.
2. The annual inspection is to be completed every year by the date publicized by the City. More information will be published by January 31 every year on the City of Concord's website, <https://www.concordnc.gov/SCM-Inspections>.
3. If the SCM is not working correctly or needs maintenance completed, the engineer shall note the maintenance required and supply a date that it should be completed and submit that report. Once the maintenance is completed, the engineer shall submit a passing, signed and sealed inspection report.

B. DOCUMENTS

1. The owner of each structural BMP shall keep records of stormwater plans, inspection reports, monitoring results, maintenance activities, and repairs for at least five years from the date of creation of the record and shall submit the same records upon request to the stormwater administrator.

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

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

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

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

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

SECTION 1: That the following section of Concord Development Ordinance (CDO) Article 4 "Environmental/Land Disturbing Activities", Section 4.4 "Stormwater Control", Section 4.4.7 "Annual Inspections and Inspection Report". be deleted in its entirety.

SECTION 2: That the following section of Concord Development Ordinance (CDO) Article 4 "Environmental/Land Disturbing Activities", Section 4.4 "Stormwater Control", Section 4.4.7 "Inspections and Documents". be rewritten as follows:

4.4.7. INSPECTIONS AND DOCUMENTS.

A. INSPECTIONS

1. The person responsible for maintenance of the Stormwater Control Measures (SCM), previously known as Best Management Practices (BMPs), shall submit to the Stormwater Department of the City an annual inspection report completed by a qualified registered North Carolina Professional Engineer.
2. The annual inspection is to be completed every year by the date publicized by the City. More information will be published by January 31 every year on the City of Concord's website, <https://www.concordnc.gov/SCM-Inspections>.
3. If the SCM is not working correctly or needs maintenance completed, the engineer shall note the maintenance required and supply a date that it should be completed and submit that report. Once the maintenance is completed, the engineer shall submit a passing, signed and sealed inspection report.

B. DOCUMENTS

1. The owner of each structural BMP shall keep records of stormwater plans, inspection reports, monitoring results, maintenance activities, and repairs for at least five years from the date of creation of the record and shall submit the same records upon request to the stormwater administrator.

Adopted in this November 11th, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORDINANCE

AN ORDINANCE GRANTING TO PUBLIC SERVICE COMPANY OF NORTH CAROLINA, INCORPORATED, AS, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO USE AND OCCUPY THE PUBLIC WAYS OF THE CITY OF CONCORD, NORTH CAROLINA, FOR THE CONSTRUCTION, OPERATION AND MAINTENANCE OF A GAS UTILITY SYSTEM AND ALL NECESSARY MEANS FOR TRANSMITTING AND DISTRIBUTING GAS WITHIN SAID TOWN FOR A PERIOD OF THIRTY YEARS.

WHEREAS, Public Service Company of North Carolina, Incorporated proposes to continue to construct, operate and maintain a Gas Utility System and all necessary means for transmission and distribution of gas within the City of Concord, North Carolina, (the "Town") and

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

SECTION 1. DEFINITIONS.

Whenever and wherever used in this Ordinance the following words and names shall have the following meanings:

- (a) **TOWN COUNCIL** shall mean the governing body of the City of Concord, North Carolina, as now or hereafter constituted.
- (b) **COMPANY** shall mean Public Service Company of North Carolina, Incorporated, dba Dominion Energy North Carolina, its successors and assigns.
- (c) **TOWN** shall mean the City of Concord, North Carolina, including its present and future boundaries.
- (d) **DEPARTMENT OF TRANSPORTATION** shall mean the North Carolina Department of Transportation or its successor.
- (e) **GAS** shall mean natural gas, mixed gas and substitute fuels carried over the Company's facilities as authorized by the North Carolina Utilities Commission.
- (f) **GAS UTILITY SYSTEM** shall mean all facilities of the Company in the Town used for the transmission or distribution of Gas within the Town.

- (g) **FERC** shall mean any reference made to the Federal Energy Regulatory Commission or its successor.
- (h) **COMMISSION** shall mean the North Carolina Utilities Commission, or any successor body lawfully constituted.
- (i) **PUBLIC WAY OR WAYS** shall mean any public street, avenue, road, alley, lane, bridge, or other public right-of-way within the Town over which the Town has jurisdiction or exercises control.
- (j) **GOOD UTILITY PRACTICES** shall mean the practices, methods and acts engaged in or approved by a significant portion of the gas industry during the relevant time period or other practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result consistent with reliability, safety, expedition, requirements of governmental agencies having jurisdiction, and at the lowest reasonable cost. The term Good Utility Practices is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to constitute a spectrum of acceptable practices, methods, or acts.

SECTION 2. Grant of Authority

The right, power and authority is hereby granted to and vested in the Company to construct, install, replace, repair, maintain and operate transmission mains, gas mains, pipes, equipment, service lines, communications lines, facilities and other appurtenant apparatus of the gas system, for the purpose of operating a natural gas system along, across, and under the streets, alleys, bridges, rights-of-way, and other public places of the Town together with any necessary rights of access thereto; and to use that natural gas system to conduct a gas business. This granting of authority is provided that the Town as of the applicable time, has jurisdiction or exercises control of the public ways. This Franchise Agreement shall also permit the Company to exercise the rights granted herein without the need for additional permit(s) from the Town.

SECTION 3. Conditions on Use of Public Ways

(a) No street, alley, bridge, right-of-way or other public place used by the Company shall be obstructed longer than reasonably necessary during its work of construction or repair and shall be restored to the same good order and condition as when said work was commenced. However, should any such damage occur due to the Company's failure to use due care, the Company shall repair the same as promptly as possible, and, in default thereof, the Town, after written notice and opportunity for the Company to repair, may make such repairs and charge the reasonable cost thereof and collect the same from the Company. The Company shall save the Town harmless from liability (including judgment, decrees, and legal court costs) resulting directly from its negligence and failure to use due care in the exercise of the privileges hereby granted or of its rights under this Section.

(b) All work upon the streets and public places of the Town shall be done subject to reasonable inspection of the Town Manager or designee (or other legally constituted governing body) of the Town, all sidewalks or street pavements or street surfaces which may be displaced by reason of such work shall be properly replaced by the Company, its successors and assigns, to the reasonable requirements of the Town.

(c) The Company shall coordinate with other utilities which use the Public Way. The Company shall provide information identifying the proposed location of Company facilities to the City Engineer and obtain the written approval of the City Engineer in the form of a utility work permit prior to commencement of any work.

SECTION 4. Annexation Notification

The Town shall mail or email notice to the Company of areas annexed into the Town. Said notices shall include pertinent maps and/or tax map numbers, so that newly annexed customers may be identified.

SECTION 5. Service

(a) The Company may supply any form of gas containing approximately one thousand (1,000) BTU's per cubic foot, and its obligation in respect thereto shall continue only so long as it is able to

reasonably obtain an adequate supply of such gas hereunder, provided, however, that in the supply of such gas the customers within the Town shall enjoy equal rights with respect to other similar customers served by the Company consistent with Commission rules and regulations.

(b) The Company shall, as to all other conditions and elements of service not fixed herein, be and remain subject to the rules and regulations of the Commission, Department of Transportation, and FERC or its successors, applicable to gas service in the Town.

SECTION 6. Nonexclusive Grant and Term

(a) The gas franchise granted by this Ordinance is not exclusive. The Town may grant the same or similar rights and privileges to other certified persons or companies at any time, provided that any such grants shall be made under terms and conditions which do not materially impair the exercise of the rights and privileges granted to the Company under this franchise.

(b) Upon ratification and acceptance, this franchise shall constitute a contract between the Town and the Company and shall be in force and effect for an initial term of thirty (30) years and shall continue in force and effect year-to-year thereafter until properly terminated by either party. Either party may terminate the contract at the end of its initial term or its anniversary date any year thereafter, by giving written notice of its intention to do so no less than one (1) year before the proposed date of termination.

SECTION 7. Franchise Not Waiver of Law

This franchise is subject to the constitution and laws of the State of North Carolina and is not a waiver of any present or future law or regulation. This franchise is not a limitation of the authority of the Town to enact any ordinance or policy that does not diminish, conflict or impair the rights and authority granted to the Company in this franchise or otherwise impose additional obligations on the Company in order to exercise the rights granted herein.

SECTION 8. Regulations, Safety and Customer Service

(a) Gas utility service is not guaranteed to be free from interruptions, supply failure or outages.

(b) The Company will restore gas utility service using Good Utility practices.

(c) The Company shall maintain and operate its Gas Utility System in compliance with applicable State and Federal maintenance and safety regulations.

(d) Company vehicles, responding to natural gas emergencies, may park as close to the location of the emergency as is practicable.

SECTION 9. Commission Rules and Rates

The Company may from time to time declare, make and enforce such rules and regulations as shall have been fixed or allowed by the Commission as to the sale or distribution of Gas to any of its customers in the Town. The rates to be charged for Gas at all times shall be such rates as are fixed or allowed by the Commission, including such rates as shall be negotiated by the Company with certain industrial or commercial customers pursuant to authority granted by the Commission.

SECTION 10. Plat of Gas Utility System

The Company shall maintain maps or plats of its Gas Utility System within the area covered by this franchise. Such maps or plats shall be maintained in the Company's offices, and the Town may review the same during any regular business hours of the Company.

SECTION 11. Bankruptcy, Successors, Assigns

In the event the Company is adjudged bankrupt or its assets are placed in the hands of a receiver or other court officer, either voluntarily or involuntarily, then the interest, rights and remedies of the Town in respect to said properties and operations shall not be affected or prejudiced, and any receiver, assignee, trustee, purchaser or successor, whether by operation of law or otherwise, so succeeding to or representing the interest or position of the Company, shall be bound by this Ordinance and the terms and provisions hereof and shall be bound to carry out and perform the obligations and duties imposed upon the Company by this Ordinance. Likewise, if the Company reorganizes, merges, or consolidates with any other company, then the Town is bound by this Ordinance.

SECTION 12. Revocation

In the event the Company fails to comply with the provisions of this Ordinance and, within thirty (30) days after receipt of written notice from the Town, the Company fails to cure or remedy such default,

or to have begun reasonable measures to do so, then the Town may cause the Company to appear at a hearing before the Town upon thirty (30) days prior written notice. Any written notice to the Company shall be sent to Dominion Energy North Carolina, 800 Gaston Road Bldg. A Gastonia, North Carolina 28053 Attn: Economic Development & Local Government Manager. If at such hearing the Town should determine that the Company's failure or default has been substantial, repeated or flagrant, then upon such determination the Town may revoke and terminate this franchise; provided, however, that the Company may file with the Town within ten (10) days after such determination the Company's election to appeal to the proper North Carolina court, during the pendency of which the Ordinance shall remain in full force and effect. In that event the Town and Company agree that such court shall hear and determine *de novo* whether there has been substantial, repeated or flagrant failure or default by the Company of the terms, conditions or obligations of this Ordinance. Failure or default which cannot be corrected by the Company shall not be grounds for revocation or termination, unless such failure or default shall be determined to be material and continuing.

SECTION 13. Severability, Third Party Rights

(a) If any provision in this contract is determined to be invalid, void or unenforceable by any court or regulatory body having jurisdiction, such determination shall not invalidate, void, or make unenforceable any other provision, agreement or covenant of this Contract. This Contract and all provisions herein will be subject to all applicable and valid statutes, rules, orders and regulations of any governmental authority having jurisdiction over the parties, their facilities, or gas supply, this Contract or transaction or any provisions thereof.

(b) The rights hereunder in this Ordinance accrue exclusively to the parties, their successors and assigns. It is the express intent of the parties that this franchise shall not create any rights in third parties.

SECTION 14. Effective Date, Term, Adoption, and Ratification

(a) This Ordinance shall be effective from and after the ___ day of ____, 2021, provided the Company shall have executed the written acceptance hereof at the end of this Ordinance, and shall exist in force for a period of 30 years hereafter, and continue in force year to year thereafter until cancelled upon written notice of either party at least eighteen months in advance.

(b) All other Ordinances and clauses of Ordinances in conflict herewith are hereby repealed.

Adopted by the City of Concord on the _____ day of _____, 2021, and hereby ratified.

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, Town Clerk

VaLerie Kolczynski, Town Attorney

ACCEPTANCE BY COMPANY

Public Service Company of North Carolina, Incorporated does hereby accept and acknowledge the foregoing Ordinance, and in consideration of the benefits and privileges granted to it does hereby agree to the terms and conditions therein provided.

This the _____ day of _____, 2021.

PUBLIC SERVICE COMPANY
OF NORTH CAROLINA, INCORPORATED

By: _____

D. Russell Harris
President and Chief Operating Officer

ATTEST:

_____ Its: Assistant Secretary
Karen W. Doggett
(Corporate Seal)

RESOLUTION AUTHORIZING NEGOTIATED PURCHASE
OR EMINENT DOMAIN TO ACQUIRE PROPERTY

WHEREAS, the City Council for the City of Concord, North Carolina, hereby determines that it is necessary and in the public interest to acquire a real property parcel identified and defined, as follows:

(Old Description)

LYING AND BEING in ward No. 4 of the City of Concord, North Carolina on the east side of Mahan Street SW and being more particularly described as follows;

BEGINNING at an iron stake in the deg of Mahan Street, corner of Mollie Harris and runs thence with the line of Mollie Harris, North 84 degrees East 100 feet to an iron stake, corner of Mollie Harris, thence South 2 degrees East with the line of Mollie Harris, 31.7 feet to an iron stake in the line of Mollie Harris, corner of Walter Gilmore; thence with the line of Walter Gilmore, North 74 degrees East 44.2 feet to an iron stake in the line of Walter Gilmore, corner of Dr. Lee's lot; thence with the line of Dr. Lee due North 84.7 feet to an iron stake in the line of Dr. Lee, corner of George Green; thence with the line of George Green, South 83 $\frac{3}{4}$ West 146.3 feet to an iron stake in the edge of Mahan Street SW; thence with the East edge of Mahan Street, South 2 degrees East 60 feet to the POINT AND PLACE OF BEGINNING. Commonly known as 167 Mahan Street SW, Concord, NC 28025, Parcel ID No. 5620-95-1446, Tax ID No: 12-036-0248.00, Cabarrus County.

Being the same property conveyed to Mario Garcia by deed recorded on September 20, 2018 in Deed Book 13189, Page 298 of the Cabarrus County Registry.

WHERAS, the real property parcel, currently owned by Mario Garcia is being acquired for the purpose of the construction of affordable housing along with all fixtures and appurtenances; and

WHEREAS, representatives of the City of Concord are in negotiation with the above stated owners to acquire the above-described properties by negotiated conveyance.

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

The City of Concord will acquire by condemnation or negotiated conveyances for the purposes stated above the property and interest therein described above to the Resolution.

The City Attorney is authorized and directed to acquire by negotiated offer or, in the alternative, institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes, to acquire the properties described above.

Adopted this _____ day of November, 2021.

ATTEST:

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

By: _____
Kim J. Deason, City Clerk

By: _____
William "Bill" Dusch, Mayor

[SEAL]

Sec. 42-2. – Beer, wine and, and cider prohibited in certain areas; Extension of Licensed Premises.

- (a) Except where the city is the lessor and crossing a sidewalk with malt beverages or unfortified wine is necessary to reach the leasehold or an encroachment permitted under section 50-50 et seq., and except in accordance with subsection (b) of this Section, it shall be unlawful for any person to distribute or consume malt beverages or unfortified wine on any city street, sidewalk or alley, any municipal parking lot, or on the grounds of any public building of the city; or any real estate owned or controlled by the city including, but not limited to, public parks, playgrounds, tot lots, recreational fields, tennis courts or other athletic field, or in any buildings owned or rented by the city, except those buildings where appropriate ABC permits have been issued by the state, provided that the requirements of subsection (b) of this Section are met. In addition to the civil penalties provided for in section 1-6, violation of this section shall be a misdemeanor punishable by a fine not to exceed \$50.00 as provided for in G.S. § 14-4.
- (b) Extension of Licensed Premises. – A permittee holding a permit issued under Article 10 or 11 of N.C.G.S. Chapter 18B, that allows the on-premises consumption of alcoholic beverages may utilize an area that is not part of the permittee's licensed premises for the outdoor possession and consumption of alcoholic beverages sold by the permittee upon application to the Concord Police Department and subject to all of the requirements of N.C.G.S. 18B-904(h) including, but not limited to:
- (1) If the property to which the premises will be extended is not owned by the permittee, the owner of the property has provided written permission to the permittee allowing the use of the property for the purpose set forth in this subsection.
 - (2) The permittee has provided written notification, including the diagram required under subdivision (4) of this subsection and, if applicable, a copy of the written permission required under subdivision (1) of this subsection, to the district office of the ALE Division, and the City of Concord Police Department.
 - (3) The permittee shall visibly and vertically mark off the extended area so a reasonable person could distinguish between the extended area and any sidewalk or walkway.
 - (4) The permittee shall maintain a diagram on the licensed premises detailing the size and location of the extended area. The diagram required under this subdivision shall have the boundaries of the extended area clearly marked, specify the types of barriers used to mark the boundaries of the extended area, and specify the number of tables and seats placed in the extended area.
 - (5) The extended area shall not be used to increase the occupant load of the

licensed premises. For purposes of this section, "occupant load" is as used in Section 1004 of the 2018 North Carolina Building Code.

(6) The extended area shall comply with all applicable laws governing accessibility.

(7) Except as allowed under G.S. 18B-904.1 or to reenter the licensed premises, a person shall not exit an extended area with an alcoholic beverage purchased from the permittee.

(8) Any additional requirements imposed by the North Carolina Alcoholic Beverage Commission through the adoption of rules.

(9) All extensions must be contiguous to the licensed premises.

(10) No permittee shall be permitted more than twelve extensions in any twelve-month period.

(11) Extensions may be granted for up to seventy-two hours per application.

(Code 1987, § 9-4; Ord. No. 02-44, § 1, 7-11-02; Ord. No. 12-113, § 1, 10-11-12)



Southeastern Consulting Engineers, Inc.

October 26, 2021

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

Ref.: Delivery #4 & Sub Q Construction
Bid Recommendation

Dear Alex:

The City received sealed proposals at 1:30 p.m. on October 20, 2021 from eight contractors for the substation construction at Delivery #4 and Substation Q. The eight bids were reviewed for compliance with the specifications and relevant project experience. A bid tabulation is attached.

The low bid was submitted by Pike Electric, LLC. from Mount Airy, NC in the amount of \$1,629,248.25. Pike Electric has extensive experience constructing substations and has successfully completed projects with the Electric Department.

We recommend that the City accept Pike Electric's proposal and proceed with executing the contract documents. Please let us know if you have any questions or need any additional information.

Very Truly Yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By

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

Enc: Bid Tabulation

Cc: Mr. Scott Chunn
Mrs. Andrea Cline

BID TABULATION
Construction of Delivery Station #4 and Substation Q

City of Concord
 Concord, North Carolina

Date: October 20, 2021
 Time: 1:30 PM, EDST

<u>Bidder</u>	<u>Pike Electric</u>	<u>Carolina Power & Signalization</u>	<u>DD Grid, LLC</u>	<u>Lee Electrical</u>	<u>Service Electric Company</u>
Total, Construction	\$ <u>1,629,248.25</u>	\$ <u>1,994,111.29</u>	\$ <u>2,356,205.90</u>	\$ <u>1,925,957.98</u>	\$ <u>2,400,680.00</u>
 <u>Additional Prices to be used on City Approved Changes:</u>					
Unit Adder for Additional Concrete	\$ <u>1,059.80</u> /cu. yd.	\$ <u>7.15</u> /cu. yd.	\$ <u>1,416.31</u> /cu. yd.	\$ <u>998.82</u> /cu. yd.	\$ <u>953.82</u> /cu. yd.
Unit Adder for Additional Rebar #3	\$ <u>0.44</u> /ft.	\$ <u>0.96</u> /ft.	\$ <u>0.75</u> /ft.	\$ <u>1.05</u> /ft.	\$ <u>0.40</u> /ft.
Unit Adder for Additional Rebar #4	\$ <u>0.79</u> /ft.	\$ <u>1.71</u> /ft.	\$ <u>1.34</u> /ft.	\$ <u>1.21</u> /ft.	\$ <u>0.71</u> /ft.
Unit Adder for Additional Rebar #5	\$ <u>1.22</u> /ft.	\$ <u>2.67</u> /ft.	\$ <u>2.09</u> /ft.	\$ <u>1.70</u> /ft.	\$ <u>1.10</u> /ft.
Unit Adder for Rock Excavation and Disposal	\$ <u>472.22</u> /cu. yd.	\$ <u>515.00</u> /cu. yd.	\$ <u>2,000.00</u> /cu. yd.	\$ <u>475.00</u> /cu. yd.	\$ <u>425.00</u> /cu. yd.
Unit Adder for Additional Excavation and Disposal	\$ <u>33.33</u> /cu. yd.	\$ <u>390.00</u> /cu. yd.	\$ <u>50.00</u> /cu. yd.	\$ <u>49.00</u> /cu. yd.	\$ <u>30.00</u> /cu. yd.
Unit Labor Adder for Removal and Replacement of Unsuitable Soils with Suitable Fill	\$ <u>66.67</u> /cu. yd.	\$ <u>175.00</u> /cu. yd.	\$ <u>160.00</u> /cu. yd.	\$ <u>80.00</u> /cu. yd.	\$ <u>60.00</u> /cu. yd.
Unit Adder for Removal of Unsuitable Soils and Replacement with ABC	\$ <u>83.33</u> /cu. yd.	\$ <u>225.00</u> /cu. yd.	\$ <u>190.00</u> /cu. yd.	\$ <u>99.00</u> /cu. yd.	\$ <u>75.00</u> /cu. yd.
Unit Adder for 1½" Sch. 40 PVC	\$ <u>7.19</u> /ft.	\$ <u>4.10</u> /ft.	\$ <u>10.00</u> /ft.	\$ <u>6.25</u> /ft.	\$ <u>8.71</u> /ft.
Unit Adder for 2" Sch. 40 PVC	\$ <u>8.49</u> /ft.	\$ <u>6.45</u> /ft.	\$ <u>12.00</u> /ft.	\$ <u>7.50</u> /ft.	\$ <u>9.96</u> /ft.
Unit Adder for 4" Sch. 40 PVC	\$ <u>15.78</u> /ft.	\$ <u>26.10</u> /ft.	\$ <u>16.00</u> /ft.	\$ <u>11.00</u> /ft.	\$ <u>18.98</u> /ft.
Unit Adder for 6" Sch. 40 PVC	\$ <u>26.70</u> /ft.	\$ <u>48.50</u> /ft.	\$ <u>24.00</u> /ft.	\$ <u>19.76</u> /ft.	\$ <u>27.55</u> /ft.

BID TABULATION
Construction of Delivery Station #4 and Substation Q

City of Concord
 Concord, North Carolina

Date: October 20, 2021
 Time: 1:30 PM, EDST

<u>Bidder</u>	<u>Sumter Utilities</u>	<u>Aubrey Silvey</u>	<u>Grid Tech</u>	_____	_____
Total, Construction	<u>\$ 2,173,841.84</u>	<u>\$ 2,900,000.00</u>	<u>\$ 2,222,797.85</u>	<u>\$ _____</u>	<u>\$ _____</u>
 <u>Additional Prices to be used</u> <u>on City Approved Changes:</u>					
Unit Adder for Additional Concrete	\$ <u>1,195.00</u> /cu. yd.	\$ <u>850.00</u> /cu. yd.	\$ <u>1,000.00</u> /cu. yd.	\$ _____/cu. yd.	\$ _____/cu. yd.
Unit Adder for Additional Rebar #3	\$ <u>0.50</u> /ft.	\$ <u>0.50</u> /ft.	\$ <u>0.42</u> /ft.	\$ _____/ft.	\$ _____/ft.
Unit Adder for Additional Rebar #4	\$ <u>0.89</u> /ft.	\$ <u>1.25</u> /ft.	\$ <u>0.70</u> /ft.	\$ _____/ft.	\$ _____/ft.
Unit Adder for Additional Rebar #5	\$ <u>1.38</u> /ft.	\$ <u>2.75</u> /ft.	\$ <u>1.10</u> /ft.	\$ _____/ft.	\$ _____/ft.
Unit Adder for Rock Excavation and Disposal	\$ <u>2,000.00</u> /cu. yd.	\$ <u>2,450.00</u> /cu. yd.	\$ <u>800.00</u> /cu. yd.	\$ _____/cu. yd.	\$ _____/cu. yd.
Unit Adder for Additional Excavation and Disposal	\$ <u>38.00</u> /cu. yd.	\$ <u>150.00</u> /cu. yd.	\$ <u>65.00</u> /cu. yd.	\$ _____/cu. yd.	\$ _____/cu. yd.
Unit Labor Adder for Removal and Replacement of Unsuitable Soils with Suitable Fill	\$ <u>75.00</u> /cu. yd.	\$ <u>325.00</u> /cu. yd.	\$ <u>75.00</u> /cu. yd.	\$ _____/cu. yd.	\$ _____/cu. yd.
Unit Adder for Removal of Unsuitable Soils and Replacement with ABC	\$ <u>94.00</u> /cu. yd.	\$ <u>350.00</u> /cu. yd.	\$ <u>85.00</u> /cu. yd.	\$ _____/cu. yd.	\$ _____/cu. yd.
Unit Adder for 1½" Sch. 40 PVC	\$ <u>3.10</u> /ft.	\$ <u>7.40</u> /ft.	\$ <u>12.65</u> /ft.	\$ _____/ft.	\$ _____/ft.
Unit Adder for 2" Sch. 40 PVC	\$ <u>3.88</u> /ft.	\$ <u>8.90</u> /ft.	\$ <u>16.33</u> /ft.	\$ _____/ft.	\$ _____/ft.
Unit Adder for 4" Sch. 40 PVC	\$ <u>10.24</u> /ft.	\$ <u>17.10</u> /ft.	\$ <u>33.75</u> /ft.	\$ _____/ft.	\$ _____/ft.
Unit Adder for 6" Sch. 40 PVC	\$ <u>18.92</u> /ft.	\$ <u>26.60</u> /ft.	\$ <u>46.00</u> /ft.	\$ _____/ft.	\$ _____/ft.

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

DATE: October 20, 2021

FORMAL BID: Yes

BID DATE: October 20, 2021

DEPARTMENT: Electric Systems, Construction of Delivery Station #4 & Substation Q, Schedule 1

BIDDERS	AMOUNT	DELIVERY
Pike Electric	\$1,829,240.25	n/a
Lee Electrical	\$1,926,957.98	n/a
Carolina Power & Signalization	\$1,994,111.29	n/a
Sumter Utilities	\$2,173,841.84	n/a
Grid Tech	\$2,222,797.85	n/a

RECOMMENDATION: Pike Electric

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

ADDED OPTIONS: _____

PRICE: _____

♦♦♦♦♦

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: 

DATE: 10/26/2021

COMMENTS: _____

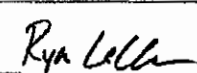
♦♦♦♦♦

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS:

LeDerick Blackburn Digitally signed by LeDerick Blackburn
Date: 2021.10.28 10:45:20 -04'00'

DATE: _____

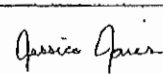
COMMENTS: _____

PURCHASING OFFICIAL: 

Digitally signed by Ryan LeClear
Date: 2021.10.28 10:59:11 -04'00'

DATE: _____

COMMENTS: _____

FINANCE DIRECTOR: 

Digitally signed by Jessica Jones
Date: 2021.10.28 12:17:03 -04'00'

DATE: _____

COMMENTS: _____

♦♦♦♦♦

APPROVE AS RECOMMENDED: YES

DATE: _____

CITY MANAGER: Lloyd Wm. Payne, Jr., ICMA-CM Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2021.10.28 13:16:39 -04'00'

DATE: _____

COMMENTS: _____

FIN/PUR/48

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

DATE: October 20, 2021

FORMAL BID: Yes

BID DATE: October 20, 2021

DEPARTMENT: Electric Systems, Construction
of Delivery Station #4 & Substation Q, Schedule 1

BIDDERS	AMOUNT	DELIVERY
DD Grid, LLC	\$2,356,206.90	n/a
Service Electric Company	\$2,400,860	n/a
Aubrey Silvey	\$2,900,000	n/a

RECOMMENDATION: Pike Electric

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

ADDED OPTIONS: _____

PRICE: _____

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: *AJB*

DATE: 10/23/2021

COMMENTS: _____

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:

LeDerick Blackburn

Digitally signed by LeDerick
Blackburn

Date: 2021.10.28 10:52:56 -04'00'

DATE: _____

COMMENTS: _____

PURCHASING OFFICIAL: *Ryan LeClear*

Digitally signed by Ryan LeClear

Date: 2021.10.28 10:57:56 -04'00'

DATE: _____

COMMENTS: _____

FINANCE DIRECTOR: *Jessica Jones*

Digitally signed by
Jessica Jones
Date: 2021.10.28
12:17:23 -04'00'

DATE: _____

COMMENTS: _____

APPROVE AS RECOMMENDED: YES

DATE: _____

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

Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2021.10.28 13:17:00 -04'00'

DATE: _____

COMMENTS: _____



Southeastern Consulting Engineers, Inc.

October 26, 2021

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

Ref.: Substation T Equipment Bids

Dear Alex:

The City received sealed proposals on October 20, 2021, from fifteen suppliers solicited for providing substation equipment that will be installed at the City's new Substation T. A bid tabulation is attached. Each bid was reviewed for compliance with the technical specifications and purchase price. Based on the preceding factors the following vendors submitted the lowest responsive and compliant bid:

Schedule I – Delivery #4 Steel Structure

DIS-TRAN Packaged Substations Engineering, PLLC
4725 Highway 28 E
Pineville, LA 71360
Proposal # 102599
Delivery: 22-24 weeks

<u>Description</u>	<u>Quantity</u>		<u>Total Price</u>
115 – 13.2 kV Substation Structure	1		<u>\$491,320.00</u>

Schedule II – Power Transformers

Virginia Transformer Corporation
220 Glade view Drive, NE
Roanoke, VA 24012
Order # G213902A
Delivery 26-27 Weeks

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
101.25-13.2 kV, 22.4/29.8/37.3 MVA	2	\$928,812.00	\$1,857,624.00
Offloading	2	\$18,000.00	\$36,000.00 (Incl.)
Commissioning	2	Included	<u>Included</u>
Total Sch. II			<u>\$1,857,624.00</u>

Schedule III – 115 kV Circuit Switchers

S&C Electric Company
 C/O RW Chapman Company
 1338 Hundred Oaks Drive, Suite D
 Charlotte, NC 28217
 Quote# Q-46668-1
 Delivery 24-26 Weeks

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
115 kV Circuit Switcher	2	\$58,330.10	<u>\$116,660.20</u>

Schedule IV – 15 kV Circuit Breakers

ABB, Inc.
 650 Century Point Suite 1050
 Lake Mary, FL 32746
 Order # QT-21-01984741.A
 Delivery 22 Weeks

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
MB11230TTML4ABZC – 2000A	2	\$21,987.58	\$43,975.16
MB11120LLML4ABZC – 1250A	12	\$16,848.87	<u>\$202,186.44</u>
Total Sch. IV			<u>\$246,161.60</u>

Schedule V – Relay and Control Panels

Electrical Power Products, Inc.
 4240 Army Post Road
 Des Moines, Iowa 50321
 Quote # 32509
 13-14 Weeks

<u>Description</u>	<u>Quantity</u>		<u>Total Price</u>
Relay and Control Panels	1		<u>\$116,486.00</u>

Schedule VI – Equipment Houses

VFP, Inc.
5410 Fallowater Lane
Roanoke, VA 24018
Quote # SECE-42
Delivery 20 Weeks

Description	Quantity	Total Price
Control Houses	1	\$79,041.00
Freight	1	\$4,732.00
Offloading	1	<u>\$7,475.00</u>
Outside Plant Services	0	Not Included
Total Sch. VI		<u>\$91,248.00</u>

The total cost for the five schedules is \$2,919,499.80. 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

cc: Scott Chunn
Andrea Cline

BID TABULATION
Substation T
Equipment and Materials

City of Concord
Concord, North Carolina

Date: October 20, 2021
Time: 2:00 PM, EDST

<u>Bidder</u>	<u>Qty.</u>	<u>Distran Packaged Substations</u>	<u>Peak Substations</u>	<u>MD Henry</u>	<u>Substation Enterprises</u>	<u>_____</u>
<u>Schedule I</u> 115-13.2 KV Substation Str.	1	\$ 491,320.00	\$ 502,300.00	\$ 516,950.00	\$ 529,324.00	\$ _____
Manufacturer:		<u>Distran</u>	<u>Peak</u>	<u>MD Henry</u>	<u>Substa. Enterp.</u>	<u>_____</u>
Delivery:		<u>22-24 Wks.</u>	<u>16-18 Wks.</u>	<u>26 Weeks</u>	<u>16-18 Wks.</u>	<u>_____</u>
 <u>Bidder</u>		<u>Virginia Transformer Corp.</u>	<u>Niagra Power</u>	<u>Powertech (ABB)</u>	<u>SPX</u>	<u>_____</u>
<u>Schedule II</u> 101.25-13.2 KV, 22.4/29.87/37.33 MVA	<u>Qty.</u>					
Power Transformer	2	\$ 1,857,624.00	\$ 1,761,754.00	\$ 1,880,490.00	\$ 1,990,000.00	\$ _____
Offloading	2	36,000.00 Inc.	30,000.00	31,400.00	48,116.00	_____
On Site Commissioning	2	Included	80,000.00	55,200.00	63,100.00	_____
Total, Schedule II		\$ <u>1,857,624.00</u>	\$ <u>1,871,754.00</u>	\$ <u>1,967,090.00</u>	\$ <u>2,101,216.00</u>	\$ <u>_____</u>
Manufacturer:		<u>VTC</u>	<u>Niagra</u>	<u>ABB</u>	<u>Waukesha</u>	<u>_____</u>
Delivery:		<u>26-27 Wks.</u>	<u>65 Weeks</u>	<u>42-46 Wks.</u>	<u>112-116 Wks.</u>	<u>_____</u>
 <u>Bidder</u>		<u>R.W. Chapman S&C Electric</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>Schedule III</u> 115 KV Circuit Switchers	<u>Qty.</u>					
	2	\$ 116,660.20	\$ _____	\$ _____	\$ _____	\$ _____
Manufacturer:		<u>S&C</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
Delivery:		<u>24-26 Wks.</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>

BID TABULATION (Continued)

Substation T- Equipment and Material
 City of Concord
 Concord, North Carolina

Date: October 20, 2021
 Time: 2:00 PM, EDST

<u>Bidder</u>		<u>Powertech</u>	<u>Myers Controlled Power</u>	<u>National Transformer Sales</u>	<u>_____</u>	<u>_____</u>
Schedule IV - 15.5 KV						
Circuit Breakers						
	<u>Qty.</u>					
Main Breakers (2000A)	2	\$ 43,975.16	\$ 39,400.00	\$ 43,048.00	\$ _____	\$ _____
Feeder Breakers (1200A)	12	<u>202,186.44</u>	<u>211,656.00</u>	<u>224,136.00</u>	_____	_____
Total, Schedule IV		<u>\$ 246,161.60</u>	<u>\$ 257,844.00</u>	<u>\$ 267,184.00</u>	<u>\$ _____</u>	<u>\$ _____</u>
Manufacturer:		<u>ABB</u>	<u>Myers</u>	<u>Siemens</u>	_____	_____
Delivery:		<u>22 Weeks</u>	<u>28 Weeks</u>	<u>22 Weeks</u>	_____	_____

<u>Bidder</u>		<u>Keystone</u>	<u>EP²</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
Schedule V						
	<u>Qty.</u>					
Relay and Control	LS	\$ 98,872.99	\$ 116,486.00	\$ _____	\$ _____	\$ _____
Manufacturer:		<u>Keystone</u>	<u>EP²</u>	_____	_____	_____
Delivery:		<u>12-14 Wks.</u>	<u>13-14 Wks.</u>	_____	_____	_____

<u>Bidder</u>		<u>VFP</u>	<u>Modular Connections</u>	<u>EP²</u>	<u>_____</u>	<u>_____</u>
Schedule VI						
	<u>Qty.</u>					
Equipment House	1	\$ 89,224.00	\$ 90,219.00	\$ 122,618.00	\$ _____	\$ _____
Offloading		<u>7,475.00</u>	<u>12,705.00</u>	<u>14,478.00</u>	_____	_____
Total, Schedule VI		<u>\$ 96,699.00</u>	<u>\$ 102,924.00</u>	<u>\$ 137,096.00</u>	<u>\$ _____</u>	<u>\$ _____</u>
Manufacturer:		<u>VFP</u>	<u>Modular</u>	<u>VFP</u>	_____	_____
Delivery:		<u>18-20 Wks.</u>	<u>22 Weeks</u>	<u>27-29 Wks.</u>	_____	_____

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

DATE: October 20, 2021

FORMAL BID: Yes

BID DATE: October 20, 2021

DEPARTMENT: Electric Systems, Equipment
and Materials for Substation T, Schedule 1

BIDDERS	AMOUNT	DELIVERY
DisTran	\$491,320	22-24 Weeks
Peak Substations	\$502,300	16-18 Weeks
MD Henry	\$516,950	26 Weeks
Substation Enterprises	\$529,324	16-18 Weeks

RECOMMENDATION: DisTran

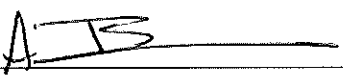
LOW BIDDER: YES NO (IF NOT, DOCUMENTATION REQUIRED)

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: 

DATE: 10/28/2021

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

PURCHASING OFFICIAL: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

FINANCE DIRECTOR: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES

DATE: _____

CITY MANAGER: _____

DATE: _____

COMMENTS: _____

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

DATE: October 20, 2021

FORMAL BID: Yes

BID DATE: October 20, 2021

DEPARTMENT: Electric Systems, Equipment
and Materials for Substation T, Schedule 2

BIDDERS	AMOUNT	DELIVERY
VTC	\$1,857,624	26-27 Weeks
Niagra Power	\$1,871,754	65 Weeks
Power Tech	\$1,967,090	42-46 Weeks
SPX	\$2,101,216	112-116 Weeks

RECOMMENDATION: VTC

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

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: *AB*

DATE: 10/28/2021

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

PURCHASING OFFICIAL: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

FINANCE DIRECTOR: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES

DATE: _____

CITY MANAGER: _____

DATE: _____

COMMENTS: _____

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

DATE: October 20, 2021

FORMAL BID: Yes

BID DATE: October 20, 2021

DEPARTMENT: Electric Systems, Equipment
and Materials for Substation T, Schedule 3

BIDDERS	AMOUNT	DELIVERY
RW CHAPMAN/S&C	\$116,660.20	24-26 Weeks

RECOMMENDATION: SNC

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

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: 

DATE: 10/28/2021

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS: _____

DATE: _____

COMMENTS: _____

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PURCHASING OFFICIAL: _____

DATE: _____

COMMENTS: _____

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FINANCE DIRECTOR: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES

DATE: _____

CITY MANAGER: _____

DATE: _____

COMMENTS: _____

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

DATE: October 20, 2021

FORMAL BID: Yes

BID DATE: October 20, 2021

DEPARTMENT: Electric Systems, Equipment
and Materials for Substation T, Schedule 4

BIDDERS	AMOUNT	DELIVERY
ABB, Inc	\$246,161.60	22 Weeks
Myers Control Power	\$257,844	28 Weeks
NTS	\$267,184	22 Weeks

RECOMMENDATION: ABB, Inc

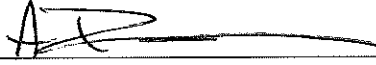
LOW BIDDER: YES NO (IF NOT, DOCUMENTATION REQUIRED)

ADDED OPTIONS: _____

PRICE: _____

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FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: 

DATE: 10/28/2021

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

PURCHASING OFFICIAL: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

FINANCE DIRECTOR: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES

DATE: _____

CITY MANAGER: _____

DATE: _____

COMMENTS: _____

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

DATE: October 20, 2021

FORMAL BID: Yes

BID DATE: October 20, 2021

DEPARTMENT: Electric Systems, Equipment
and Materials for Substation T, Schedule 5

BIDDERS	AMOUNT	DELIVERY
ELECTRICAL POWER PRODUCTS	\$116,486	13-14 Weeks
KEYSTONE	\$98,872.99	12-14 Weeks

RECOMMENDATION: ELECTRICAL POWER PRODUCTS
KEYSTONE WAS NONCOMPLIANT

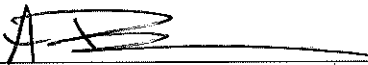
LOW BIDDER: YES NO (IF NOT, DOCUMENTATION REQUIRED)

ADDED OPTIONS: _____

PRICE: _____

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FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: 

DATE: 10/28/2021

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

PURCHASING OFFICIAL: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

FINANCE DIRECTOR: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES

DATE: _____

CITY MANAGER: _____

DATE: _____

COMMENTS: _____

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

DATE: October 20, 2021

FORMAL BID: Yes

BID DATE: October 20, 2021

DEPARTMENT: Electric Systems, Equipment
and Materials for Substation T, Schedule 6

BIDDERS	AMOUNT	DELIVERY
VFP, Inc	\$91,248	18-20 Weeks
Modular Conn	\$102,924	22 Weeks
EP^2	\$137,096	27-29 Weeks

RECOMMENDATION: VFP

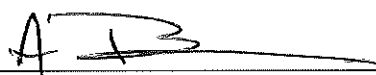
LOW BIDDER: YES NO (IF NOT, DOCUMENTATION REQUIRED)

ADDED OPTIONS: _____

PRICE: _____

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FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: 

DATE: 10/28/2021

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

PURCHASING OFFICIAL: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

FINANCE DIRECTOR: _____

DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES

DATE: _____

CITY MANAGER: _____

DATE: _____

COMMENTS: _____

McEachern GW - Land Acquisition

BEVERLY HILLS PARK

GRANDVIEW DR NE

DEVERON PL NE

HUNTINGWOOD PL NE

MCCOPPIN CT NE

MCCREADY ST NE

PENDING ACQUISITIONS

KINGS CREEK CT NE

WINDSOR PL NE

TETBURY AVE NE

MIRAMAR ST NE

CABARRUS COUNTY
(Concord High School)

CAMROSE CIR NE

MIRAWOOD TRL NE

BIRCHWOOD TRL NE

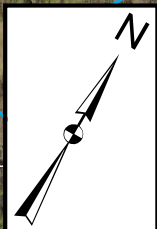
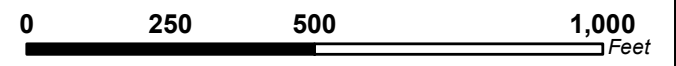
BROOKWOOD AVE NE

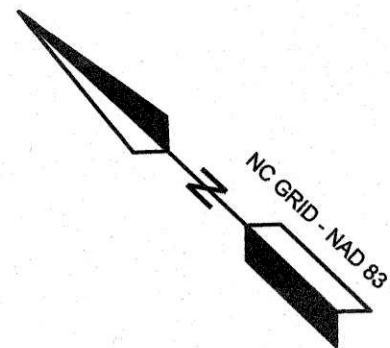
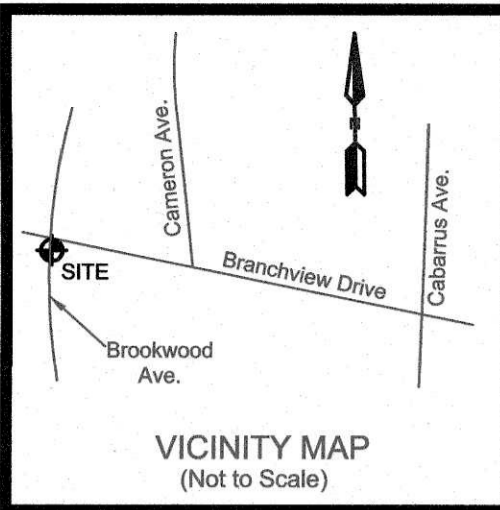
STADIUM DR NE

4.303-acres owned by Nachman (Irvin Nachman, Barry and Susan Nachman, and Judy Ben-Zev)

Recently purchased (previously owned by William Kluttz)

End of Existing McEachern Greenway

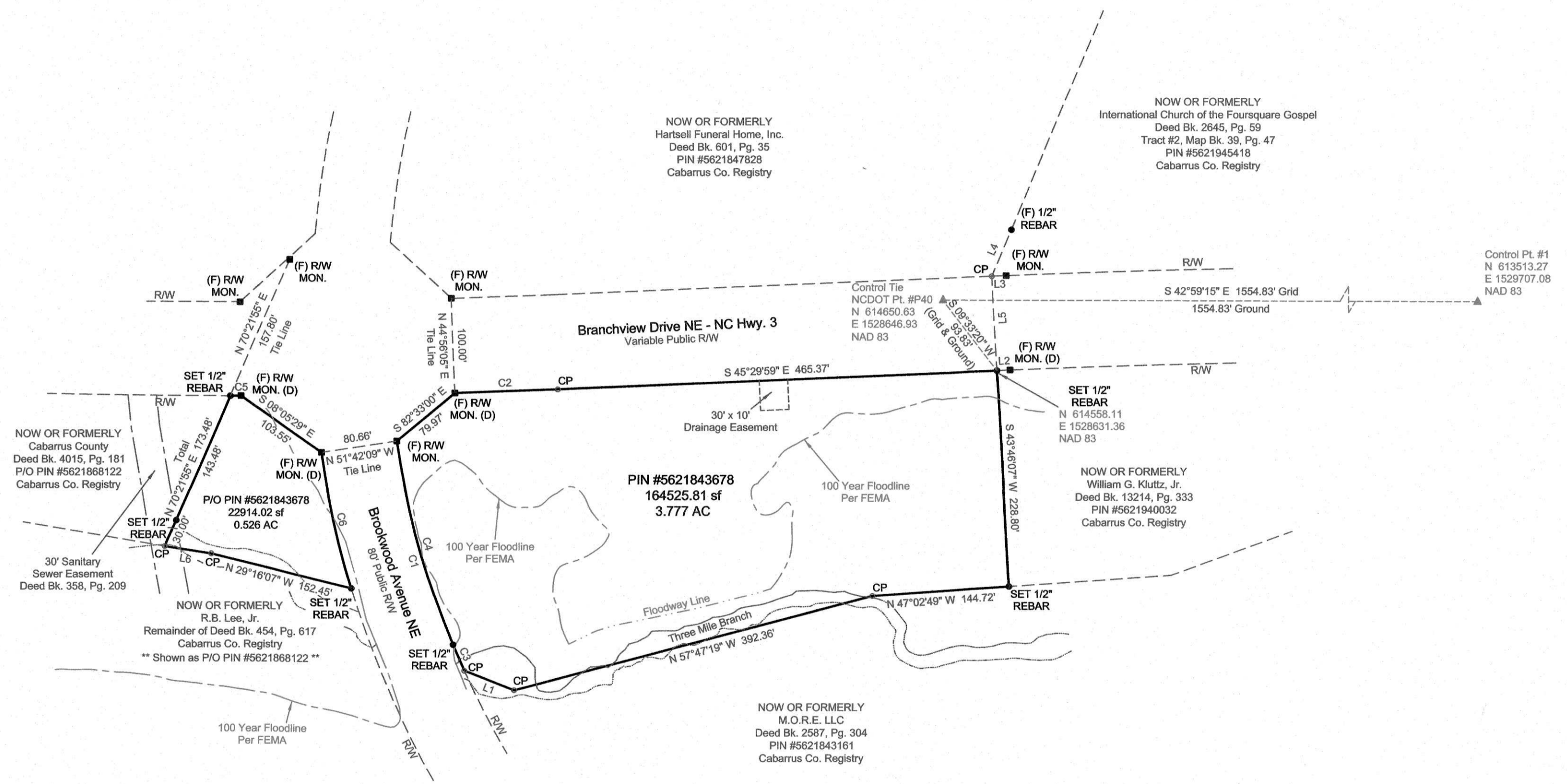




Curve	Radius	Arc	Chord	Chord Bearing	Total
C1	914.93'	254.29'	253.47'	N 30°31'23" E	
C2	8235.11'	109.00'	109.00'	S 45°07'14" E	Tie Line
C3	914.93'	30.00'	30.00'	N 23°30'00" E	Tie Line
C4	914.93'	224.29'	223.73'	N 31°27'44" E	Tie Line
C5	8235.11'	11.35'	11.35'	S 43°06'59" E	
C6	994.93'	147.44'	147.30'	S 34°23'11" W	

Line	Bearing	Distance	Tie Line
L1	N 21°47'45" W	56.63'	
L2	S 45°29'59" E	13.85'	Tie Line
L3	S 45°29'59" E	13.85'	Tie Line
L4	S 69°37'46" W	53.45'	Tie Line
L5	N 43°46'18" E	100.01'	Tie Line
L6	N 34°16'07" W	49.71'	

LEGEND
 R/W - RIGHT OF WAY
 (F) - FOUND
 (B) - BENT
 a/s - AS SHOWN
 CP - CALCULATED POINT
 (D) - DISTURBED
 P/O - PART OF



NOTES:
 * Deed Reference - Deed Bk. 12844, Pg. 126 Irvin W. Nachman etal Dated January 16, 2018 Recorded in Cabarrus Co. Registry
 * Deed Reference - Deed Bk. 4015, Pg. 181 Cabarrus County Dated September 17, 2002 Recorded in Cabarrus Co. Registry
 * Map Reference - 1.444 AC - Branchview Drive NE Dated March 17, 2020 Map Bk. 85, Pg. 108 Recorded in Cabarrus Co. Registry Performed by R. Scott Dyer, PLS
 * 1/2" rebar set at all corners unless otherwise noted.
 * Property subject to recorded and unrecorded rights of way, easements and agreements as may appear.

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 12844, page 126, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated exceeds 1:10,000; and that this map meets the requirements of The Standards of Practice for Land Surveying in North Carolina (21 NCAC 56. 1600). Witness my original signature, registration number and seal this 8th day of December, A.D., 2020.

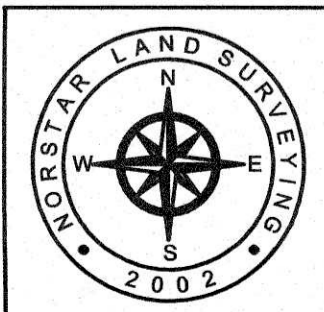
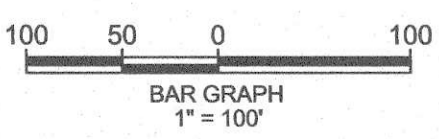
R. Scott Dyer
 R. Scott Dyer, PLS #4444



I, R. Scott Dyer, certify that this map was drawn under my supervision from an actual GPS survey made under my supervision and the following information was used to perform the survey:

1. Class of Survey: B
2. Positional Accuracy: 0.04
3. Type of GPS field procedure: Real Time Kinetic - NC Network
4. Dates of Survey: November 6, 2020
5. Datum/Epoch: NAD 83 (NSRS2011)
6. Geoid Model: Geoid 12a
7. Combined Scale Factor (Avg.): 0.99999735
8. Units: US Survey Feet

R. Scott Dyer 12/8/2020
 R. Scott Dyer, PLS #4444 Date



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

DATE	REVISION	BY

Prepared for: City of Concord Parks & Rec.
4.303 AC - Branchview Drive NE
 City of Concord Cabarrus County, NC
BOUNDARY SURVEY

DATE	DRAWN BY
December 8, 2020	S. Kimrey
SCALE	CHECKED BY
1" = 100'	S. Dyer
NLS NO.	SHEET
19171	1 OF 1

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Parks & Recreation Projects-McEachern Hospital Phase

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

SECTION 1. The projects authorized are the projects included for the McEachern-Hospital Phase Greenway.

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

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

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
420-4501280				
420-4501280	Transfer from P&R Reserve	\$1,126,816	\$1,237,716	\$110,900
				\$110,900

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8300-5811018				
8300-5811018	McEachern-Hospital Phase	\$945,515	\$1,056,415	\$110,900
Total				\$110,900

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day November, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

ORD.

PARKS & CAPITAL RESERVE FUND ORDINANCE
AMENDED

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

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

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

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8100-5987000	Transfer to Project	\$903,960	\$1,014,860	\$110,900
8100-5987000	Fund			
8100-5811082				
8100-5811082	Future Projects	\$1,861,722	\$1,750,822	\$(110,900)

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of November, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX
 www.cunninghamrec.com

10/22/2021
 Quote #157420-01-05

McGee Park Playground-Option 2 (rev 10.22.21)

Concord Parks and Recreation
 Attn: Tim Davis
 147 Academy Avenue, NW
 Concord, NC 28025
 Phone: 704-920-5638
 davist@ConcordNC.gov

Ship to Zip 28025

Quantity	Part #	Description	Unit Price	Amount
1	RDU	GameTime - PowerScape Modular 5-12 Structure (per drawing)	\$65,433.00	\$65,433.00
		(3) 80000 -- 49" Sq Punched Steel Deck		
		(1) 80078 -- 6"Stepped Platform		
		(1) 81665 -- Seat And Table For Two		
		(1) 81666 -- Fun Seat		
		(1) 81670 -- Crunch Bar		
		(1) 81687 -- High Whistle		
		(2) 90268 -- 10' Upright, Alum		
		(2) 90270 -- 12' Upright, Alum		
		(1) 90305 -- Climber Archway W/Socket & Guardrail		
		(1) 90503 -- 2'-6"/3' Single Wave Zip Slide		
		(1) 90510 -- 6' Dueling Wave Zip Slide, Std Dk		
		(1) 90612 -- Crawl-In Double Fun-L Up		
		(1) 90667 -- Spiral Step Climber (3'-0" & 3'-6")		
		(1) 90713 -- Frog Slide Puzzle-Gadget Pnl Above Dk		
		(1) 90868 -- Splitter 6'		
		(1) 90880 -- 360 Spiral Slide 4' w/roto hood		
		(1) 91031 -- 3'-0" Transfer Platform (3D)		
		(1) 91088 -- Encl W/ Thunderring (3D) Above Deck		
		(1) 91106 -- Coral Climber (3D) 3'-6" Thru 4'-6"		
		(1) 91137 -- Entryway - 3D		
		(2) 91210 -- Climber Entryway - 3D		
		(1) 91488 -- Vertical Wiggle Climber 6'-6'6"		
		(1) 91545 -- 8-Post Canopy Square Deck (2deck)		
		(1) 91562 -- Flower Spinner Panel Below Deck		
		(8) G90271 -- 13' Upright, Galv		
		(1) 178749 -- Owner's Kit		
1	6258	GameTime - Sensory Cove Climber - Triangle	\$2,302.00	\$2,302.00
1	RDU	GameTime - Two Position Swing	\$3,152.00	\$3,152.00
		(1) 5128 -- Expression Swing 3 1/2" X 8'		
		(1) 8537 -- Adaptive Swing W/Chain		



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10/22/2021
 Quote #157420-01-05

McGee Park Playground-Option 2 (rev 10.22.21)

Quantity	Part #	Description	Unit Price	Amount
		(1) 12583 -- Ada Primetime Swing Frame, 3 1/2" Od		
		(1) 17247 -- Adaptive Swing Safety Belt		
1	INSTALL	MISC - Installation of GT Equipment:	\$13,899.00	\$13,899.00
5215	PIP	GT-Impax - Poured in Place Safety Surfacing (per sq. ft.)- Includes: <ul style="list-style-type: none"> • Materials (50% (standard) color/50% black) <ul style="list-style-type: none"> ◦ 3.75" Depth under swings/2" Depth in playground Area • Small Granual (100% (standard) color) <ul style="list-style-type: none"> ◦ -For use under high wear areas (Expression Swing, Spinners) • Crushed Stone Sub Base • Dumpster • Site Security • Installation • Freight 	\$16.45	\$85,786.75
			Sub Total	\$170,572.75
			Discount	(\$23,513.64)
			Material Surcharge	\$9,896.66
			Freight	\$3,586.50
			Tax	\$4,259.96
			Total	\$164,802.23

Comments

Site must be clear, level, free of obstructions, and accessible.

Pricing does not include:

- Removal and Disposal of existing equipmnet/surfacing
- Drainage
- Permits
- Bonding

Pricing valid through 11/9/2021 only. All orders received after 11/9/2021 will be subject to 2022 pricing.



Cunningham Recreation
 PO Box 240981
 Charlotte, NC 28224
 800.438.2780
 704.525.7356 FAX
 www.cunninghamrec.com

10/22/2021
 Quote #157420-01-05

McGee Park Playground-Option 2 (rev 10.22.21)

TERMS & CONDITIONS:

- **PRICING:** Due to volatile economic demand, pricing is valid for 30 days. Pricing is subject to change. Request updated pricing when purchasing from quotes more than 30 days old.
- **PAYMENT TERMS:** Net 30 days subject to approval by Credit Manager. A signed P.O. made out to Cunningham Recreation or this signed quotation is required for all orders unless otherwise noted. Equipment shall be invoiced separately from other services and shall be payable in advance of those services and project completion. Checks should be made payable to Cunningham Recreation unless otherwise directed.
- **FINANCE CHARGE:** A 1.5% monthly finance charge (or as permitted by law) will be added to invoices over 30 days past due.
- **TAXES:** Taxes will be shown as a separate line item when included. Any applicable taxes not shown will be added to final invoice. A copy of your tax exemption certificate must be submitted at time of order or taxes will be added to your invoice.
- **SHIPMENT:** Multiple shipments may be required based on point of origin. Above costs assume one shipment for each vendor quoted.
- **LEAD TIME:** Standard orders ship **12-14 weeks** after receipt of order and acceptance of your purchase order, color selections, approved submittals (if required) unless otherwise noted. Custom equipment and shades may require a longer lead times. Surfacing lead time is approximately 2 weeks after scheduling request.
- **DELIVERY:** It is the responsibility of the owner to offload and inventory equipment, unless other arrangements have been made. Missing or damaged equipment must be reported within 60 days of acceptance of delivery.

INSTALLATION CONDITIONS:

- **ACCESS:** Site should be clear, level and allow for unrestricted access of trucks and machinery.
- **STORAGE:** Customer is responsible for providing a secure location to off-load and store the equipment during the installation process. Once equipment has delivered to the site, the owner is responsible should theft or vandalism occur unless other arrangements are made and noted on the quotation.
- **FOOTER EXCAVATION:** Installation pricing is based on footer excavation through earth/soil only. Customer shall be responsible for unknown conditions such as buried utilities (public & private), tree stumps, rock, or any concealed materials or conditions that may result in additional labor or materials cost.
- **UTILITIES:** Installer will contact Miss Utility to locate all public utilities prior to layout and excavation of any footer holes. Owner is responsible for locating any private utilities.
- **ADDITIONAL COSTS:** Pricing is based on a single mobilization for installation unless otherwise noted. Price includes ONLY what is stated in this quotation. If additional site work or specialized equipment is required, pricing is subject to change.

ACCEPTANCE OF QUOTATION:

Acceptance of this proposal indicates your agreement to the terms and conditions stated herein.

Accepted By (printed): _____ Title: _____

Telephone: _____ Fax: _____

P.O. Number: _____ Date: _____

Purchase Amount: **\$164,802.23**

SALES TAX EXEMPTION CERTIFICATE #: _____

(PLEASE PROVIDE A COPY OF CERTIFICATE)

 Salesperson's Signature

 Customer Signature



Cunningham Recreation
PO Box 240981
Charlotte, NC 28224
800.438.2780
704.525.7356 FAX
www.cunninghamrec.com

10/22/2021
Quote #157420-01-05

McGee Park Playground-Option 2 (rev 10.22.21)

BILLING INFORMATION:

Bill to: _____

Contact: _____

Address: _____

Address: _____

City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____

SHIPPING INFORMATION:

Ship to: _____

Contact: _____

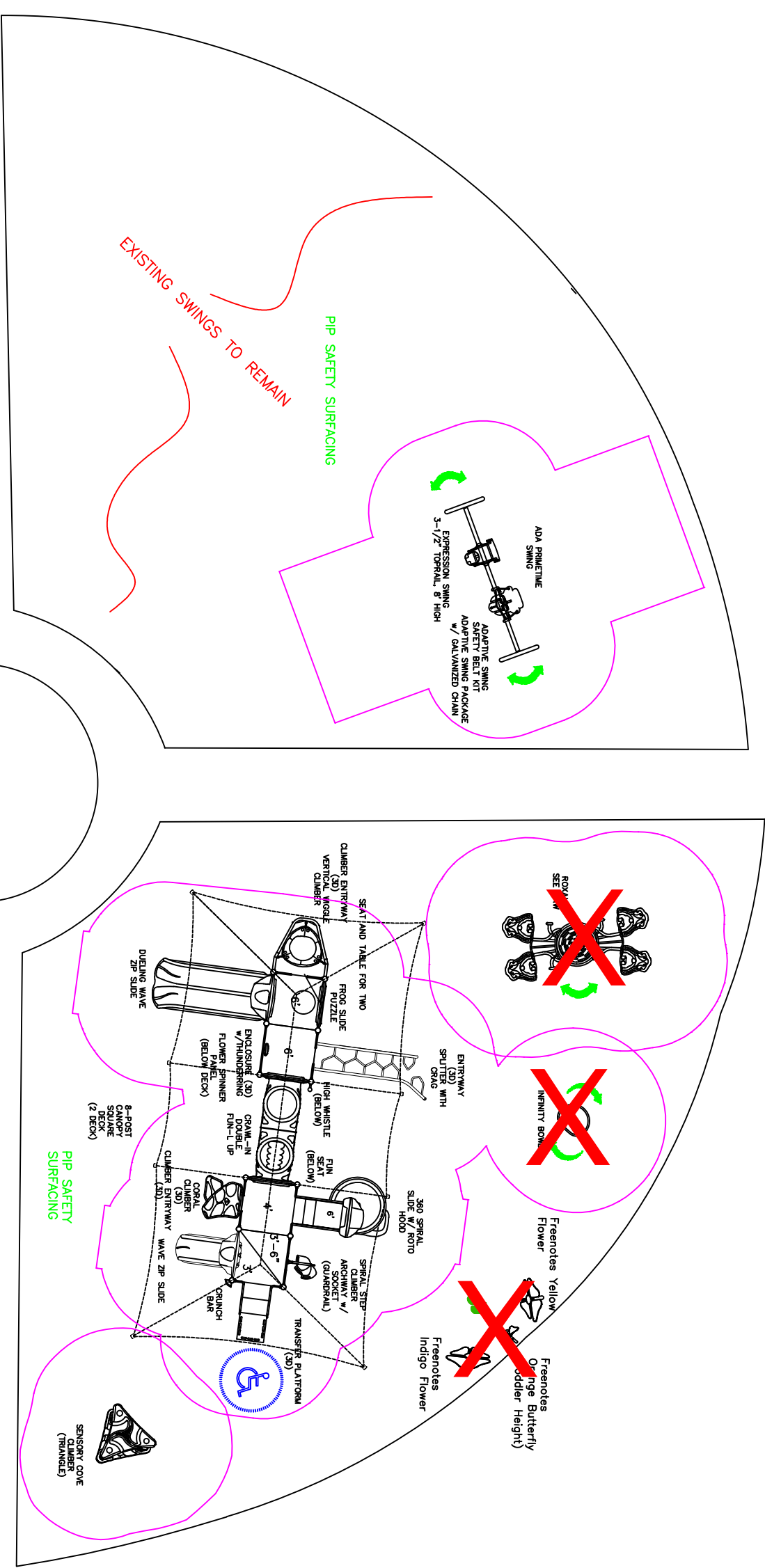
Address: _____

Address: _____

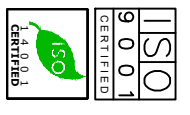
City, State: _____ Zip: _____

Tel: _____ Fax: _____

E-mail: _____



A PLAYCORE Company
 150 PlayCore Drive SE
 Fort Payne, AL 35967
 www.gametime.com



McGee Park Playground
Option 2 REV
 Concord, NC
 Representative
 Cunningham Recreation

This play equipment is recommended for children ages 2-5 & 5-12

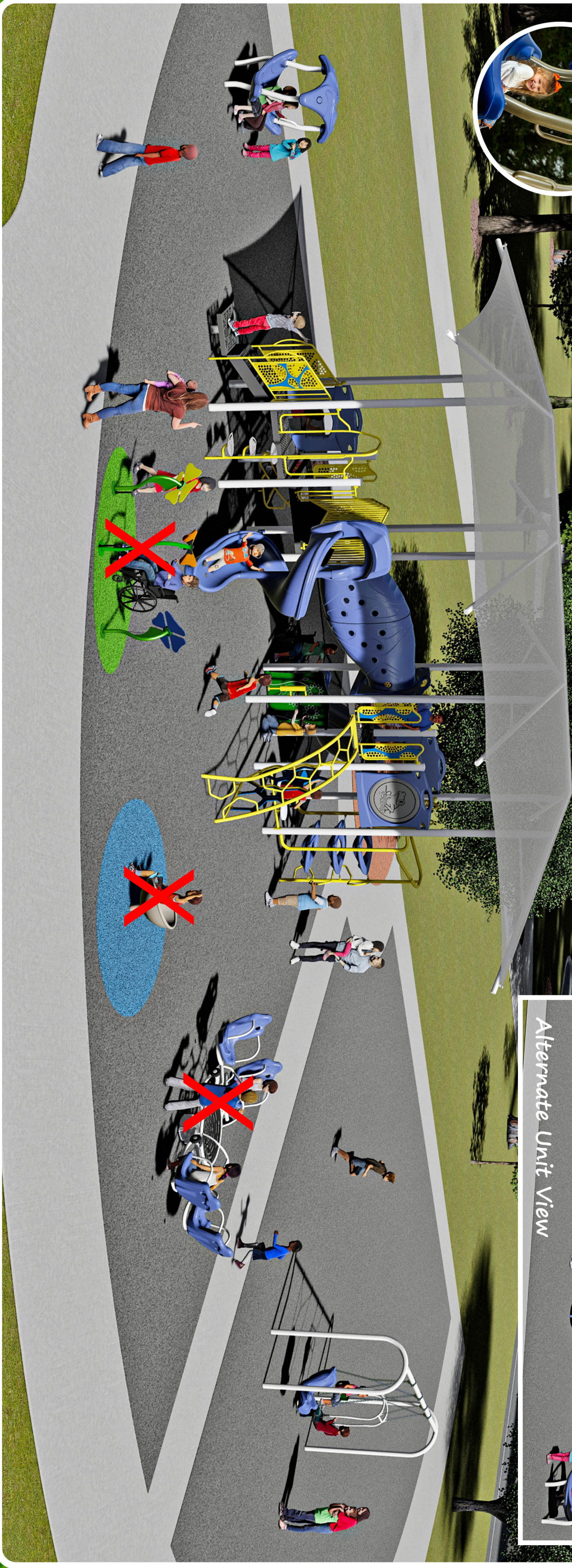
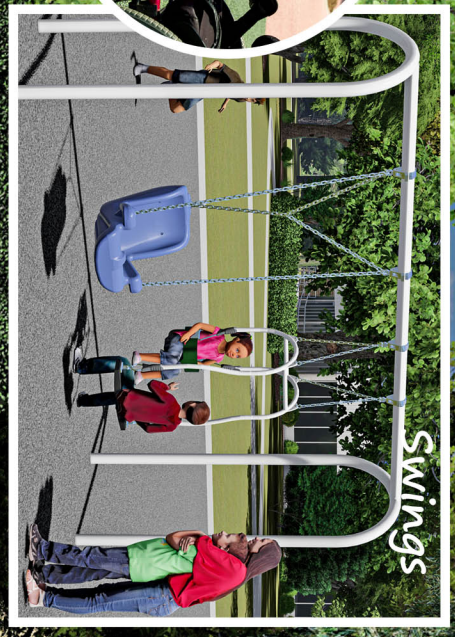
Minimum Area Required:
 Scale: NTS
 This drawing can be scaled only when in an 11" x 17" format

IMPORTANT: Soft resilient surfacing should be placed in the use zones of all equipment, as specified for each type of equipment, and at depths to meet the critical fall heights as specified by the U.S. consumer Product Safety Commission, ASTM standard F 1487 and Canadian Standard CAN/CSA-Z-614

Drawn By: dw
 Date: 10.22.21
 Drawing Name: 157420-02

McGee Park Playground Option 2

Design • Build • PLAY!



MCGEE PLAYGROUND – 2021

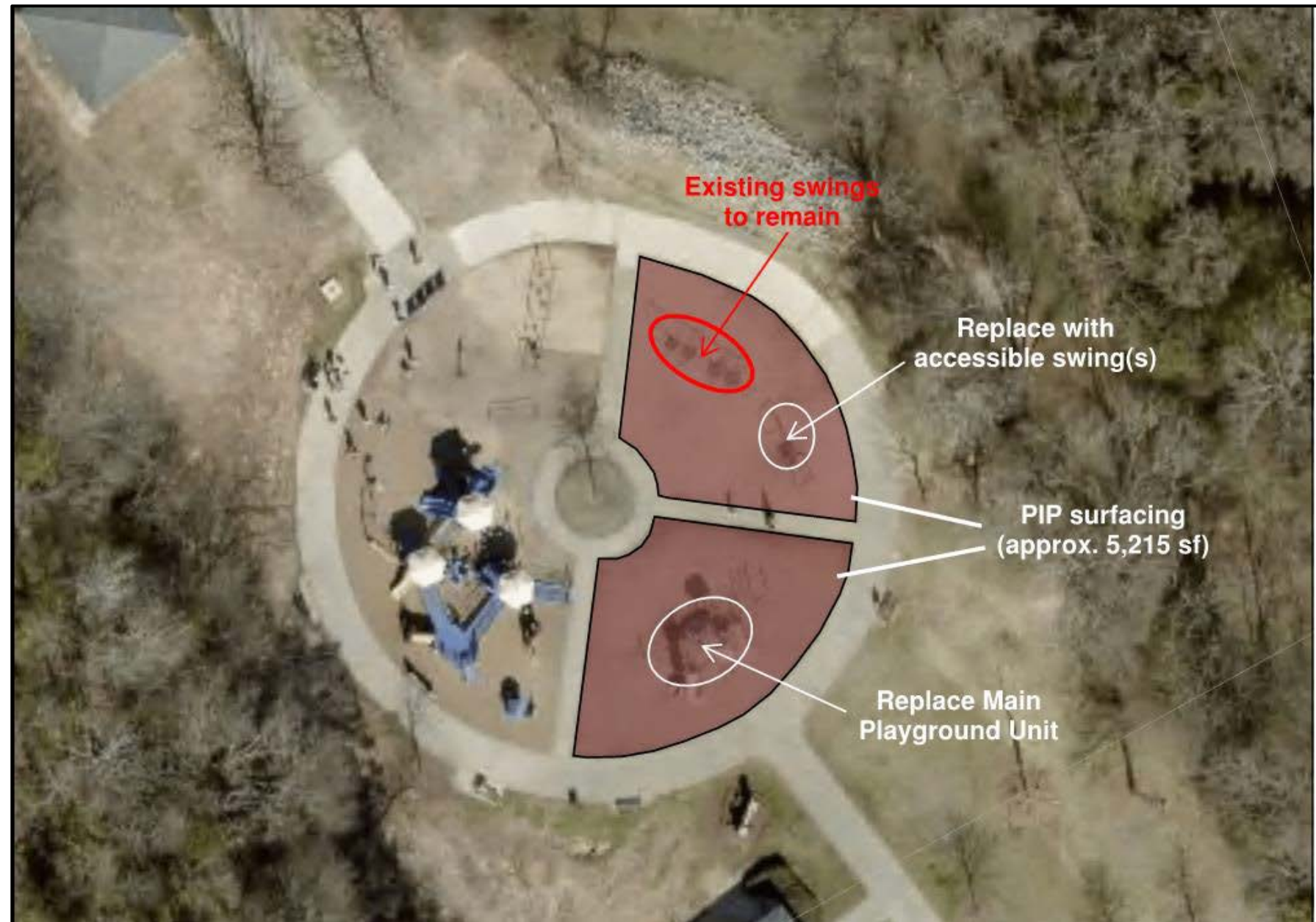
Part 2

TOP 3 PRICING INFO:

1. Cunningham Rec. (Opt 2) – Gametime – **5,215** sf of PIP: **\$160,542.27**
2. Next Level Rec. – Superior – **5,240** sf of bonded rubber: **\$164,759**
3. Barrs Rec. (Option 2) – Burke – **5,215** sf of PIP: **\$165,000**

REQUEST: Move forward with contract for Cunningham Recreation to complete the McGee Park Playground, Phase 1 replacement with new accessible surfacing and new units and swings

1. **Changed to 5,215** sf of accessible surface
2. Main unit to replace existing aged unit (2004)
3. Replace existing tire swing with new accessible swing
4. Units must be fully accessible
5. 2-12 age or 5-12
6. Some additional units removed
7. Budget \$165,000

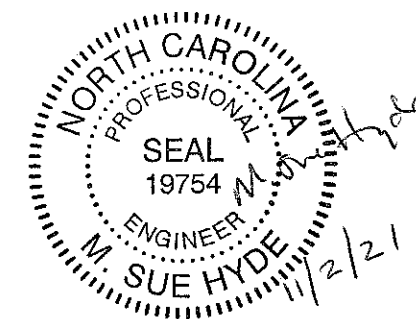




Bid Tabulation Sheet Summary
 12" Public Sewer Extension Project Bid No. 2511
 Bids Received November 2, 2021 at 2:00 PM in Conf Rm C

CONTRACTOR:	1 Cleary Construction Inc.	2 Fuller & Co. Construction, LLC
ADDRESS:	2006 Edmonton Road Tompkinsville, Kentucky, 42167	697 St. Marks Church Road Bessemer City, NC 28016
LICENSE #:	80668	64580

Item No.	Sect. No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost
1	WSACC	Mobilization (8%)	1	LS	\$ 100,000.00	\$ 100,000.00	\$ 48,250.69	\$ 48,250.69
2	PSP	Traffic Control (1.0%)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 3,090.63	\$ 3,090.63
3	PSP	Construction Survey (2%)	1	LS	\$ 10,000.00	\$ 10,000.00	\$ 11,500.00	\$ 11,500.00
4	PSP	Clearing and Grubbing	1	LS	\$ 37,000.00	\$ 37,000.00	\$ 51,177.90	\$ 51,177.90
5	PSP	Safety Fencing	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 6,181.25	\$ 6,181.25
6	WSACC	12-inch PVC (6-8')	30	LF	\$ 267.00	\$ 8,010.00	\$ 346.84	\$ 10,405.20
7	WSACC	12-inch PVC (8-10')	90	LF	\$ 303.00	\$ 27,270.00	\$ 346.84	\$ 31,215.60
8	WSACC	12-inch PVC (10-12')	55	LF	\$ 356.00	\$ 19,580.00	\$ 346.84	\$ 19,076.20
9	WSACC	12-inch PVC (12-14')	60	LF	\$ 443.00	\$ 26,580.00	\$ 346.84	\$ 20,810.40
10	WSACC	12-inch PVC (14-16')	120	LF	\$ 514.00	\$ 61,680.00	\$ 346.84	\$ 41,620.80
11	WSACC	8-inch PVC (10-12')	35	LF	\$ 327.00	\$ 11,445.00	\$ 208.15	\$ 7,285.25
12	WSACC	8-inch PVC (12-14')	30	LF	\$ 415.00	\$ 12,450.00	\$ 208.15	\$ 6,244.50
13	WSACC	Carrier Pipe - 12" DI	594	LF	\$ 377.00	\$ 223,938.00	\$ 109.79	\$ 65,215.26
14	WSACC	Trenchless Crossing - 36" Steel Casing (t=.5625") (NON EXPLOSIVE)	530	LF	\$ 2,067.00	\$ 1,095,510.00	\$ 3,203.89	\$ 1,698,061.70
15	WSACC/Concord detail	4' Dia. Manhole	4	EA	\$ 9,000.00	\$ 36,000.00	\$ 5,536.89	\$ 22,147.56
16	WSACC/Concord detail	4' Dia. Manhole with liner	1	EA	\$ 15,500.00	\$ 15,500.00	\$ 12,006.40	\$ 12,006.40
17	WSACC/Concord detail	5' Dia. Manhole (Inside Drop)	2	EA	\$ 11,500.00	\$ 23,000.00	\$ 11,365.73	\$ 22,731.46
18	WSACC	Additional Dept 4' Dia. Manhole	30.51	VF	\$ 210.00	\$ 6,407.10	\$ 138.46	\$ 4,224.41
19	WSACC	Additional Depth 5' Dia. Manhole	18.22	VF	\$ 320.00	\$ 5,830.40	\$ 211.40	\$ 3,851.71
20	WSACC	Vent Pipe	6.5	VF	\$ 560.00	\$ 3,640.00	\$ 380.39	\$ 2,472.54
21	WSACC	Tie to Existing sewer systems	3	EA	\$ 5,000.00	\$ 15,000.00	\$ 3,836.24	\$ 11,508.72
22	WSACC	Abandon existing manhole	2	EA	\$ 1,050.00	\$ 2,100.00	\$ 1,081.72	\$ 2,163.44
23	WSACC	Plugging Existing Abandoned Sewers	2	EA	\$ 1,050.00	\$ 2,100.00	\$ 230.00	\$ 460.00
24	WSACC/plan detail	Silt Fence	880	LF	\$ 4.00	\$ 3,520.00	\$ 3.27	\$ 2,877.60
25	WSACC/plan detail	Silt Fence Outlet	6	EA	\$ 350.00	\$ 2,100.00	\$ 300.44	\$ 1,802.64
26	WSACC/plan detail	Class A Washed Stone (Construction entrances)	270	TN	\$ 67.00	\$ 18,090.00	\$ 49.45	\$ 13,351.50
27	WSACC/plan detail	Geotextile for Drainage (Mirafi 500 or equal)	800	SY	\$ 4.00	\$ 3,200.00	\$ 4.95	\$ 3,960.00
28	WSACC/plan detail	Seeding and Mulching	0.6	AC	\$ 55,000.00	\$ 33,000.00	\$ 9,948.00	\$ 5,968.80
29	WSACC	Stabilization Stone	10	CY	\$ 180.00	\$ 1,800.00	\$ 74.18	\$ 741.80
30	NCDOT 300	Foundation Conditioning Geotextile	32	SY	\$ 4.00	\$ 128.00	\$ 3.71	\$ 118.72
31	PSP	Bypass Pumping	680	LF	\$ 12.50	\$ 8,500.00	\$ 70.11	\$ 47,674.80
32	NCDOT 867	Wooden Fence Reset	40	LF	\$ 39.00	\$ 1,560.00	\$ 74.18	\$ 2,967.20
33	PSP	Pumping Flowable Fill (if needed)	1	EA	\$ 8,200.00	\$ 8,200.00	\$ 4,326.88	\$ 4,326.88
34	PSP	Rock Excavation and Removal (NON-EXPLOSIVE)	552	CY	\$ 400.00	\$ 220,800.00	\$ 283.84	\$ 156,679.68
35	PSP	Saw Cut Asphalt Pavement	120	LF	\$ 3.00	\$ 360.00	\$ 4.95	\$ 594.00
36	NCDOT 609	Incidental Milling	108	SY	\$ 98.00	\$ 10,584.00	\$ 70.83	\$ 7,649.64
37	NCDOT 610	Surface Course 3.0" S9.5B	78	TN	\$ 405.00	\$ 31,590.00	\$ 225.75	\$ 17,608.50
38	NCDOT 610	5" Asphalt Base Course B25.C	30	TN	\$ 400.00	\$ 12,000.00	\$ 317.84	\$ 9,535.20
39	PSP	Flowable Fill Concrete (excavatable)	475	CY	\$ 250.00	\$ 118,750.00	\$ 216.35	\$ 102,766.25
Base Bid Price						\$2,228,722.50		\$2,480,324.83
Contingency Allowance (10 % of Base Bid Price)						\$222,872.25		\$248,032.48
Total Bid Price(Base Bid +Contingency Allowance)						\$2,451,594.75		\$2,728,357.31
Bid Security (5%)						Yes		Yes
Irregularities (see highlighted areas on form)						None		None



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

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Wastewater Projects

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

SECTION 1. The projects authorized are the projects included for the The Grounds Sewer Extension Phase I project.

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

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

Revenues

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

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8402-5811082	Future Projects	2,795,468	1,820,953	(974,515)
8402-5811082				
8402-5801161	The Grounds Swr Ext Ph1	1,600,000	2,574,515	974,515
8402-5801161				
Total				0

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day November, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

October 29, 2021

Mayor Bill Dusch
City of Concord
PO Box 308
Concord, NC 28026

Mayor Dusch:

On behalf of Cabarrus Events and the entire parade committee I would like to thank you for the support you have given us for the parade. This year the parade will be like no other. We are proud to honor our Essential Workers this year.

At this time I would like to ask the City of Concord to provide insurance for the parade as they have done in the past. This has always been a great help to us.

Please let me know if this is something that can be done again this year.

Thank you for your assistance.

Brenda Drye
Executive Director
Cabarrus Events Association







MEMORADUM

DATE: Monday, October 04, 2021
TO: Sue Hyde, Director of Engineering
FROM: Gary Stansbury, Construction Manager
SUBJECT: Infrastructure Acceptance
PROJECT NAME: Night and Day Dental
PROJECT NUMBER: 2019-027
DEVELOPER: Spout Springs Holdings, LLC
FINAL CERTIFICATION - LOT NUMBERS: Site
INFRASTRUCTURE TYPE: Water
COUNCIL ACCEPTANCE DATE: Thursday, November 11, 2021
ONE-YEAR WARRANTY DATE: Thursday, November 10, 2022

Water Infrastructure	Quantity
8-inch in LF	20.00

NORTH CAROLINA
CABARRUS COUNTY

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

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND
MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2021,
Odell 73 Investments, LLC, whose principal address is 51 Union Street South, Suite 100, Concord, NC 280
(hereinafter referred to as “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporat
of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereina
“Grantee” or “City”).

WITNESSETH:

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

**WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City
Concord, County of Cabarrus, North Carolina and more particularly described as follows: 8825 Davids
Highway, Concord, NC, Cabarrus County Property Identification Number (PIN): 4681-68-0773. It being
same land described in deed recorded in Books and Pages 12355/183, 12364/192, 12364/196, 12364/2
12364/209, 12364/227, and 12364/239 in the Office of the Register of Deeds for Cabarrus Cou
(hereinafter referred to as the “Property”); and**

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

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

**WHEREAS, conditions for development and/or redevelopment of the Property includes (i)
construction, operation and maintenance of an engineered stormwater control structure, namely a V
Detention Basin, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure”
“SCM”), (ii) Grantors’ dedication of a non-exclusive access easement to the City, as described in t**

agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

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

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

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive therefrom, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit "A" titled "SCM Easement Plat For Odell 73 Investments, LLC" and labeled "Stormwater Control Measure Access and Maintenance Easement 31,466 SQ. FT. 0.72 Acres"** for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as "SCM Easement"). Within the SCM Easement, Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM as shown on the attached **Exhibit "A" titled "SCM Easement Plat For Odell 73 Investments, LLC" and labeled "Stormwater Control Measure Access and Maintenance Easement 31,466 SQ. FT. 0.72 Acres"** for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor's Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party or shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

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

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

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

b. The components of the SCM and related improvements within the SCM Easements shall be maintained by Grantor as described in "Exhibit B", the Wet Detention Basin Inspection and Maintenance Plan.

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

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

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

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

5. This Agreement gives Grantee the following affirmative rights:

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

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

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

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

9. Grantor agrees:

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

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

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

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated _____, 2021 with and for the benefit of the City of Concord recorded in Book _____, Page _____ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

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

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

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

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

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM ACCESS EASEMENTS AND ACCEPTED THE SCM ACCESS EASEMENT AT THEIR MEETING OF _____, 2021 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

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

GRANTOR"

Odell 73 Investments, LLC

By: _____

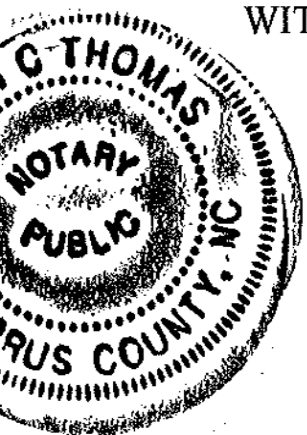
Name: Justin Mueller

Title: Manager

STATE OF NC
COUNTY OF Cabarrus

I, Greg C. Thomas, a Notary Public of the aforesaid County and State, do hereby certify that Justin Mueller personally appeared before me this day and acknowledged that he is the Manager of Odell 73 Investments, LLC, and that he, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 28 day of October, 2021



[Signature]

Notary Public

My commission expires: 2/24/2023

GRANTEE:

City of Concord, a municipal corporation

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

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

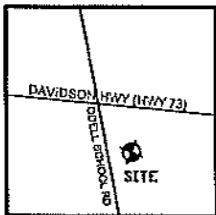
**STATE OF NORTH CAROLINA
COUNTY OF CABARRUS**

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

WITNESS my hand and notarial seal, this the _____ day of _____, 2021.

Notary Public _____
My commission expires: _____

Exhibit A



GRAPHIC SCALE



VICINITY MAP N.T.S.

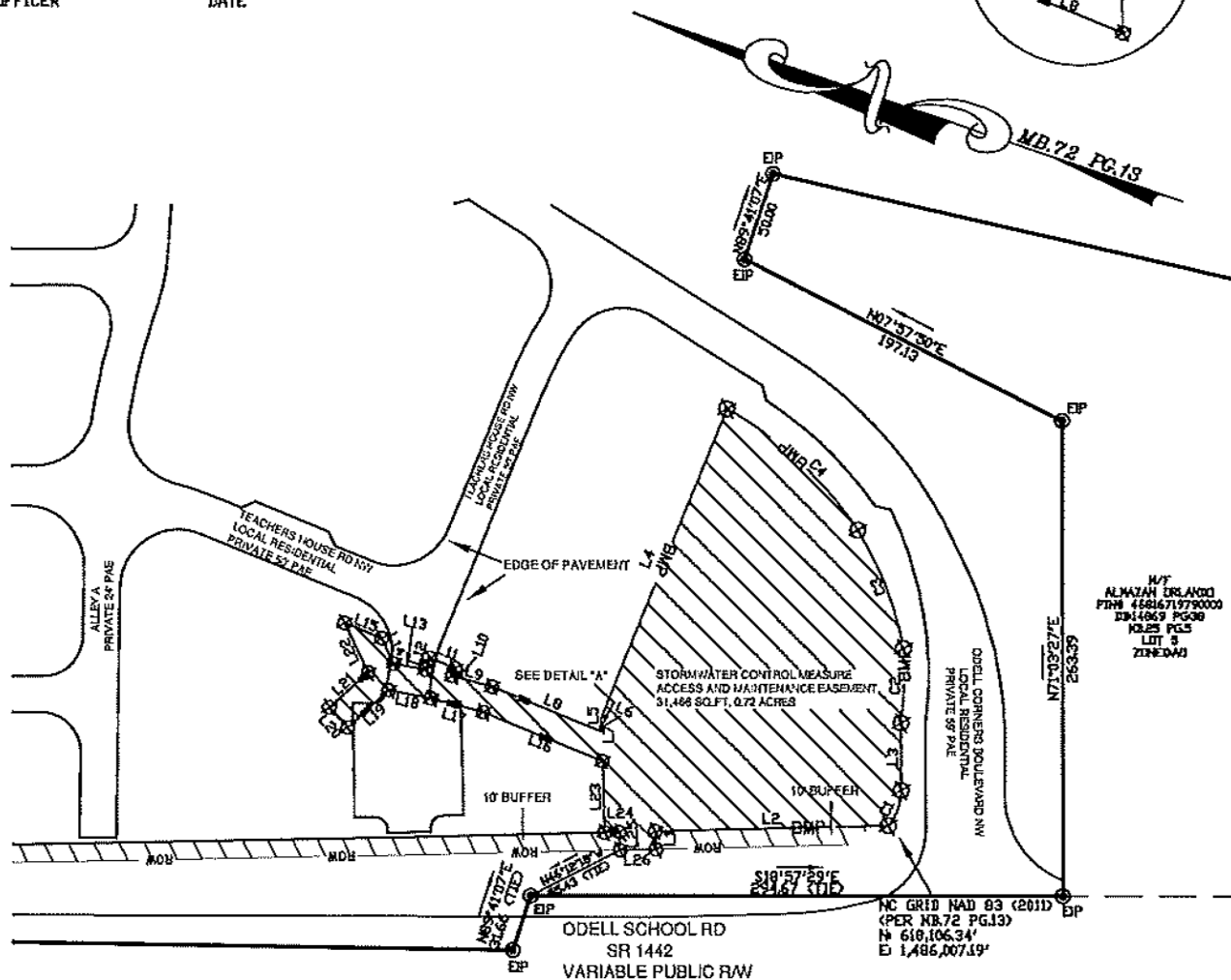
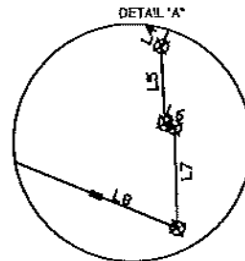
(IN FEET)
1 inch = 100 ft.

- NOTES:
1. TRAVERSE ADJUSTED BY COMPASS RULE.
 2. AREAS DETERMINED BY COORDINATE COMPUTATIONS.
 3. ALL DISTANCE ARE HORIZONTAL GROUND DISTANCE.
 4. THIS PROPERTY MAY BE SUBJECT TO EASEMENTS AND/OR RIGHT-OF-WAY EITHER RECORDED OR IMPLIED.
 5. THE PURPOSE OF THIS PLAN IS TO CREATE A SCM MAINTENANCE AND ACCESS EASEMENT.

SURVEYORS NOTES:
ZONED: PUD
FRONT SETBACKS=10'
REAR SETBACKS=20'
SIDE SETBACKS=10'

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

REVIEW OFFICER _____ DATE _____



LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	N69°35'45"E
L2	129.17	S20°24'15"E
L3	37.32	N71°00'11"E
L4	105.53	N06°42'04"W
L5	4.29	S68°52'03"W
L6	0.28	S03°18'09"W
L7	2.73	N69°35'45"E
L8	65.38	N03°18'31"E
L9	22.73	N03°57'44"W
L10	4.57	S00°21'35"E
L11	15.01	S03°18'09"W
L12	6.95	N08°21'35"W
L13	17.77	N08°06'17"W
L14	15.52	N45°41'00"E
L15	22.25	S03°18'09"W
L16	71.13	N03°17'48"E
L17	29.66	N03°57'44"W
L18	23.07	N08°06'17"W
L19	30.71	N61°16'18"W
L20	15.00	N20°43'42"E
L21	28.91	S61°16'18"E
L22	30.21	N45°41'00"E
L23	39.40	S69°35'45"W
L24	0.36	S20°24'15"E
L25	10.00	S69°35'45"W
L26	20.00	S20°24'15"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	21.14	30.53	20.72	S88°47'44"E
C2	41.46	195.48	41.38	N72°59'41"E
C3	70.52	187.76	70.11	N50°08'55"E
C4	99.93	208.32	98.88	N23°45'41"E

- ### LEGEND
- BOUNDARY LINE
 - TIE LINE
 - - - SET BACK
 - - - RIGHT-OF-WAY
 - EXISTING IRON
 - SET IRON PIN (#4 REBAR)
 - MONUMENT
 - NPS NO POINTS SET
 - UTILITY POLE
 - ⊕ COMPUTED POINT
 - UTILITY PEDESTAL

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

BY: _____ OWNER _____ DATE _____

I, DOUGLAS S. PHINNEY JR., CERTIFY THAT THIS MAP WAS DRAWN FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (OR DIRECT SUPERVISION) IN ACCORDANCE WITH THE PROVISIONS OF THE SURVEYING ACT AND THE RULES AND REGULATIONS OF THE BOARD OF SURVEYING AND MAPPING. THE BOUNDARIES NOT BURNED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEEDS AS SHOWN THAT THE ANGULAR ERROR OF CLOSURE WAS 00' PER TURN AND THAT:

- THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.
- THIS SURVEY IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
- THIS SURVEY IS AN EXCEPTION TO THE DEFINITION OF SUBDIVISION.
- THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECONSTRUCTION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 26th DAY OF OCTOBER, 2021

PROFESSIONAL LAND SURVEYOR L-3488

SCM EASEMENT PLAN FOR: ODELL 73 INVESTMENTS LLC

LOCATED IN THE CITY OF CONCORD, CABARRUS COUNTY NC

CURRENT OWNERSHIP:
ODELL 73 INVESTMENTS LLC
PARCEL # 4401807730000
DB:12356 PG:183
MR:72 PG:13

PREPARED BY:
SOUTH POINT SURVEYING PLLC
101 NORTH MAIN ST CONCORD, NC 28020
(704) 682-3626
DATE: OCTOBER 26, 2021
SCALE 1"=100'

Exhibit B



Wet Detention Basin Inspection and Maintenance Plan

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

The wet detention basin system is defined as the wet detention basin, pretreatment including forebays and the vegetated filter if one is provided.

This system (check one):

does does not incorporate a vegetated filter at the outlet.

This system (check one):

does does not incorporate pretreatment other than a forebay.

Important maintenance procedures:

- Immediately after the wet detention basin is established, the plants on the vegetated shelf and perimeter of the basin should be watered twice weekly if needed, until the plants become established (commonly six weeks).
- No portion of the wet detention pond should be fertilized after the first initial fertilization that is required to establish the plants on the vegetated shelf.
- Stable groundcover should be maintained in the drainage area to reduce the sediment load to the wet detention basin.
- If the basin must be drained for an emergency or to perform maintenance, the flushing of sediment through the emergency drain should be minimized to the maximum extent practical.
- Once a year, a dam safety expert should inspect the embankment.

After the wet detention pond is established, it should be inspected **once a month and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance should be kept in a known set location and must be available upon request.

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

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The perimeter of the wet detention basin	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.

SCM element:	Potential problem:	How I will remediate the problem:
The inlet device: pipe or swale	The pipe is clogged.	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged.	Replace the pipe.
	Erosion is occurring in the swale.	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
The forebay	Sediment has accumulated to a depth greater than the original design depth for sediment storage.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The vegetated shelf	Best professional practices show that pruning is needed to maintain optimal plant health.	Prune according to best professional practices
	Plants are dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace plants. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
	Weeds are present.	Remove the weeds, preferably by hand. If pesticide is used, wipe it on the plants rather than spraying.
The main treatment area	Sediment has accumulated to a depth greater than the original design sediment storage depth.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Algal growth covers over 50% of the area.	Consult a professional to remove and control the algal growth.
	Cattails, phragmites or other invasive plants cover 50% of the basin surface.	Remove the plants by wiping them with pesticide (do not spray).

SCM element:	Potential problem:	How I will remediate the problem:
The embankment	Shrubs have started to grow on the embankment.	Remove shrubs immediately.
	Evidence of muskrat or beaver activity is present.	Use traps to remove muskrats and consult a professional to remove beavers.
	A tree has started to grow on the embankment.	Consult a dam safety specialist to remove the tree.
	An annual inspection by an appropriate professional shows that the embankment needs repair.	Make all needed repairs.
The outlet device	Clogging has occurred.	Clean out the outlet device. Dispose of the sediment off-site.
	The outlet device is damaged	Repair or replace the outlet device.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the local NC Division of Water Quality Regional Office, or the 401 Oversight Unit at 919-733-1786.

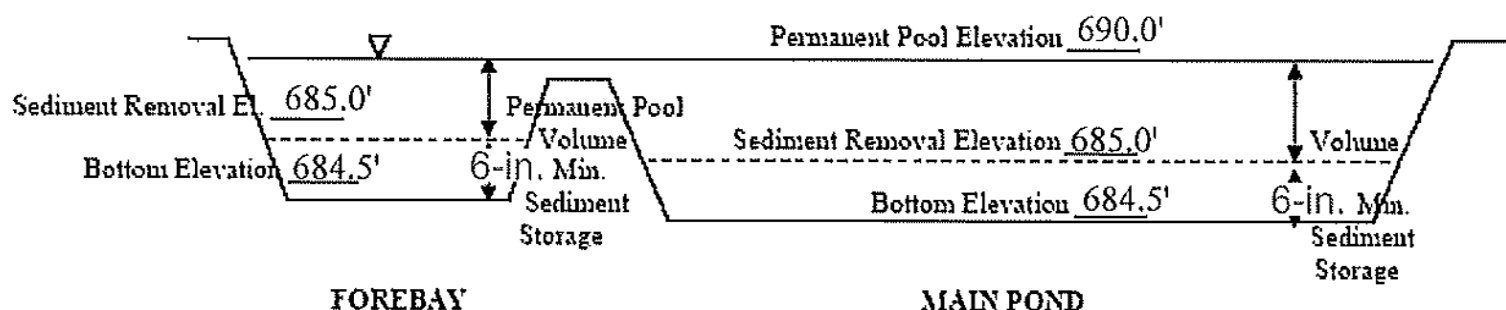
The measuring device used to determine the sediment elevation shall be such that it will give an accurate depth reading and not readily penetrate into accumulated sediments.

Elevations used are approved design or equivalent as-built elevations.(Indicate which is being indicated in this document.)

When the permanent pool depth reads 5.0 feet in the main pond, the sediment shall be removed.

When the permanent pool depth reads 5.0 feet in the forebay, the sediment shall be removed.

BASIN DIAGRAM
(fill in the blanks)



NORTH CAROLINA
CABARRUS COUNTY

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

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this 12 day of OCTOBER, 2021, by Stor-All Derita Road, L.P. as successor by merger to Concord Stor-All, LLC, a North Carolina limited partnership, whose principal address is 141 SE 1st Street, Deerfield Beach, FL 33441 (hereinafter referred to as “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

WITNESSETH:

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

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 2875 Derita Road, Concord, NC, Cabarrus County Property Identification Number (PIN): 4589-46-9776. Stor-All Derita Road, L.P. is the successor by merger to Concord Stor-All, LLC as described in Deed Book and Page 13938/277. It being the same land described in deed recorded in Book and Page 13091/191 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

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

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

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

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

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

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

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit “A” titled “Easement Survey Property of Stor-All Derita Road, L.P.” and labeled “Stormwater Control Measures Maintenance & Access Easement 0.509 Acre [22,168 SQ. FT.]”** for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as “SCM Easement”). Within the SCM Easement Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM as shown on the attached **Exhibit “A” titled “Easement Survey Property of Stor-All Derita Road, L.P.” and labeled “Stormwater Control Measures Maintenance & Access Easement 0.509 Acre [22,168 SQ. FT.]” and direct access from Derita Road S.R. 1445**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor’s Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

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

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

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

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

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

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

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

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

5. This Agreement gives Grantee the following affirmative rights:

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

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

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

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

9. Grantor agrees:

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

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

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

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated October 12, 2021 with and for the benefit of the City of Concord, recorded in Book _____, Page _____ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

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

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

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

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

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM ACCESS EASEMENTS AND ACCEPTED THE SCM ACCESS EASEMENT AT THEIR MEETING OF _____, 2021 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

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

GRANTOR”

**Stor-All Derita Road, L.P., a
North Carolina limited partnership**

By: _____
Name: John Anderson
Title: Manager

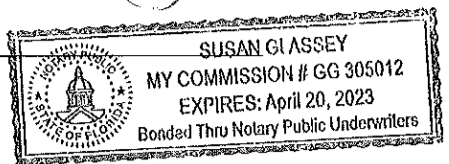
STATE OF FLA
COUNTY OF Polk

I, Susan Glasse, a Notary Public of the aforesaid County and State, do hereby certify that John Anderson personally appeared before me this day and acknowledged that he is the Manager of Stor-All Derita Road, L.P., a North Carolina limited partnership, and that he, being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 12 day of Oct, 2021

Susan Glasse
Notary Public

My commission expires:



GRANTEE:

City of Concord, a municipal corporation

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

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

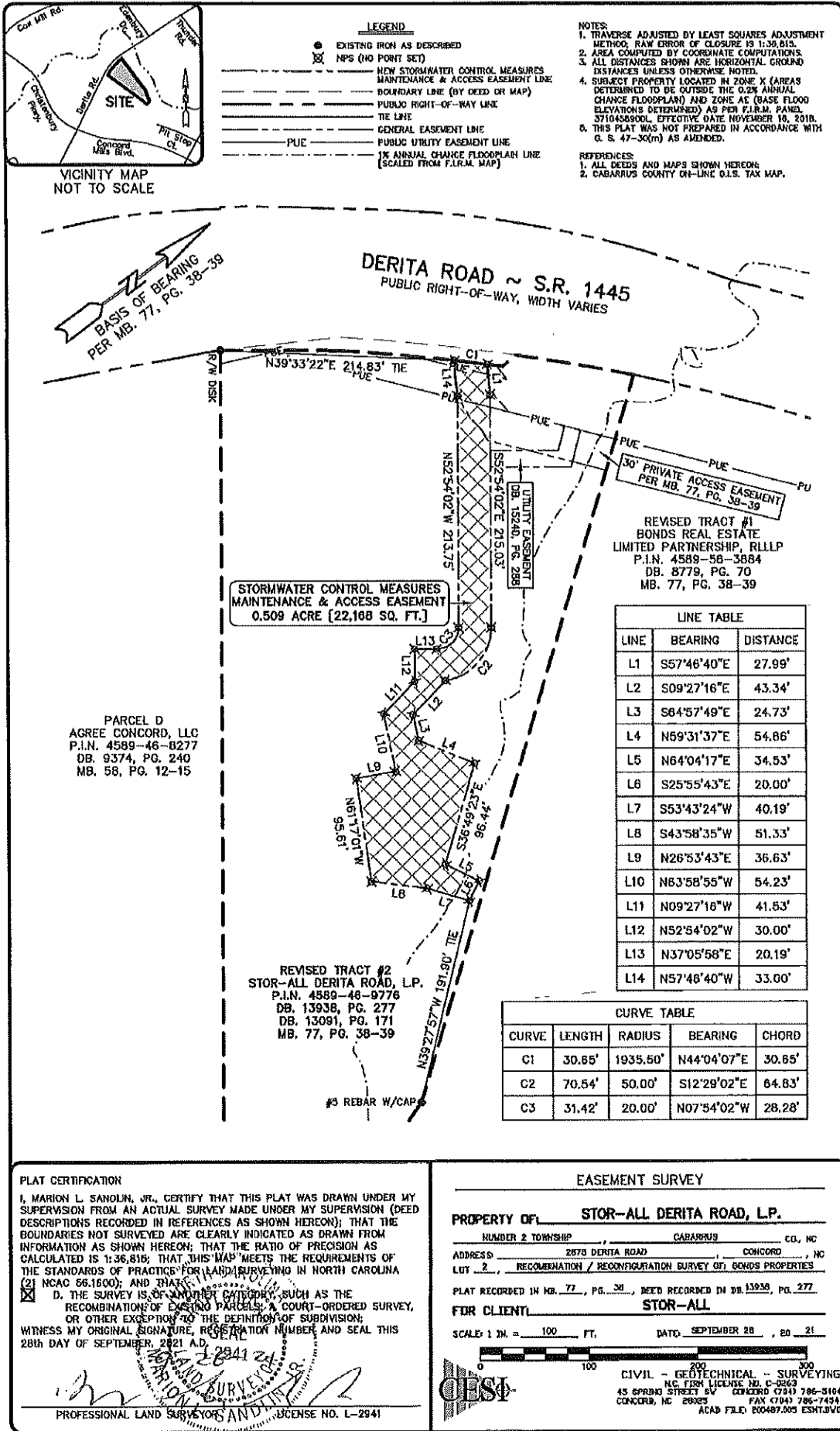
**STATE OF NORTH CAROLINA
COUNTY OF CABARRUS**

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

WITNESS my hand and notarial seal, this the ____ day of _____, 2021.

Notary Public _____
My commission expires: _____

Exhibit A



7

Exhibit B



Grass Bioretention Inspection and Maintenance Plan

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

Important inspection and maintenance procedures:

- Immediately after the bioretention cell is established, the sod will be watered twice weekly if needed until the grass become established (commonly six weeks).
- Snow, mulch or any other material will NEVER be piled on the surface of the bioretention cell.
- Heavy equipment will NEVER be driven over the bioretention cell, no commercial riding mowers are allowed.
- Special care will be taken to prevent sediment from entering the bioretention cell.
- Once a year, a soil test of the soil media will be conducted.

After the bioretention cell is established, I will inspect it **once a month and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

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

SCM element:	Potential problems:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The perimeter of the bioretention cell	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
The inlet device: pipe, stone verge or swale	The pipe is clogged (if applicable).	Unclog the pipe. Dispose of the sediment off-site.
	The pipe is cracked or otherwise damaged (if applicable).	Replace the pipe.
	Erosion is occurring in the swale (if applicable).	Regrade the swale if necessary to smooth it over and provide erosion control devices such as reinforced turf matting or riprap to avoid future problems with erosion.
	Stone verge is clogged or covered in sediment (if applicable).	Remove sediment and clogged stone and replace with clean stone.

SCM element:	Potential problems:	How I will remediate the problem:
The pretreatment area	Flow is bypassing pretreatment area and/or gullies have formed.	Regrade if necessary to route all flow to the pretreatment area. Restabilize the area after grading.
	Sediment has accumulated to a depth greater than three inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and restabilize the pretreatment area.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand.
The bioretention cell: vegetation	Best professional practices show that mowing is needed to maintain optimal plant health.	Mow according to best professional practices. No commercial riding mowers are allowed to be used, must push mow these areas.
	Grass is dead, diseased or dying.	Determine the source of the problem: soils, hydrology, disease, etc. Remedy the problem and replace sod. Provide a one-time fertilizer application to establish the ground cover if a soil test indicates it is necessary.
The bioretention cell: soils	Soils are clogged with sediment.	Determine the extent of the clogging - remove and replace either just the top layers or the entire media as needed. Dispose of the spoil in an appropriate off-site location. Search for the source of the sediment and remedy the problem if possible.
	An annual soil test shows that pH has dropped or heavy metals have accumulated in the soil media.	Dolomitic lime shall be applied as recommended per the soil test and toxic soils shall be removed, disposed of properly and replaced with new planting media.
The underdrain system (if applicable)	Clogging has occurred.	Wash out the underdrain system.
The drop inlet	Clogging has occurred.	Clean out the drop inlet. Dispose of the sediment off-site.
	The drop inlet is damaged.	Repair or replace the drop inlet.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact the Stormwater Services at 704-920-5360.

ORD. #

AN ORDINANCE TO AMEND FY 2021-2022 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 10th day of June, 2021, adopt a City budget for the fiscal year beginning July 1, 2021 and ending on June 30, 2022, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4603200	Police Grants	\$405,501	\$442,901	\$37,400
Total				<u>\$37,400</u>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4310-5212000	Uniforms	\$48,065	\$85,465	\$37,400
Total				<u>\$37,400</u>

Reason: To appropriate the 2021 Patrick Leahy Bulletproof Vest Partnership award.

Adopted this 11th day of November, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Keith Eury

From: Default <do-not-reply@ojp.usdoj.gov>
Sent: Thursday, October 14, 2021 6:29 PM
To: Jillian Hilliard; Keith Eury; Keith Eury
Subject: DOJ Justice Grants System - Award Number 15PBJA-21-GG-01640-JAGX Notification

[NOTICE: EXTERNAL EMAIL]



Congratulations! Application GRANT13431205 submitted under the 2021 BJA FY 21 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation has been selected for an award. Please log into Justice Grants System (JustGrants) at <https://justgrants.usdoj.gov> to see award details.

For assistance logging into JustGrants, contact JustGrants.Support@usdoj.gov or 833-872-5175.

Prior to the Authorized Representative accepting the award, the Entity Administrator needs to assign a Financial Manager (responsible for submitting the Federal Financial Form), a Grant Award Administrator (responsible for submitting Grant Award Modifications, Performance Reports and Closeouts) and an Alternate Grant Award Administrator (responsible for submitting Grant Award Modifications) to the award.

To be eligible for payment, follow the Automated Standard Application for Payments (ASAP) recipient enrollment and login guidance at the JustGrants Website www.justicegrants.usdoj.gov. Please do not reply to this message. You can contact your grant manager Shaketta Cunningham at 202-514-4493 and Shaketta.Cunningham@usdoj.gov

For more information go to www.justicegrants.usdoj.gov
JustGrants is operated under the U.S. Department of Justice

ORD. #

AN ORDINANCE TO AMEND FY 2021-2022 BUDGET ORDINANCE

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4603200	Police Grants	\$384,640	\$405,501	\$20,861
Total				\$20,861

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4310-5800429	Grant Expenditures	\$0	\$20,861	\$20,861
Total				\$20,861

Reason: To appropriate the 2021 JAG Grant award.

Adopted this 11th day of November, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD.

**CAPITAL PROJECT ORDINANCE
Utility Project Reserves**

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

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

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

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
282-4501610	From Electric	\$33,484,368	\$43,484,368	\$10,000,000
282-4501610				
8120-5811081	Future Elec. Reserves	\$10,404,092	\$20,404,092	\$10,000,000
8120-5811081				

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of November, 2021.

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 2021-2022 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 10th day of June, 2021, adopt a City budget for the fiscal year beginning July 1, 2021 and ending on June 30, 2022, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
610-4406000	Approp. Retained Earnings	1,448,018	11,448,018	10,000,000
Total				<u>10,000,000</u>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7200-5981500	Transfer to Utility Reserve	1,852,622	11,852,622	10,000,000
Total				<u>10,000,000</u>

Reason: Reserve FYE2021 electric operations surplus to the utility reserve fund for future projects as listed in the City's CIP.

Adopted this 10th day of November, 2021.

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 2021-2022 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 10th day of June, 2021, adopt a City budget for the fiscal year beginning July 1, 2021 and ending on June 30, 2022, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
Total				
Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4910-5194000	Contract Services	106,881	121,881	15,000
4190-5992000	Contingency	464,839	449,839	(15,000)
Total				0

Reason: To transfer contingency funds for the art committee.

Adopted this 10th day of November, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



STATE OF NORTH CAROLINA
DEPARTMENT OF TRANSPORTATION

ROY COOPER
GOVERNOR

J. ERIC BOYETTE
SECRETARY

April 20, 2021

Mr. Lloyd Payne Jr., City Manager
City of Concord
Post Office Box 308
Concord, North Carolina 28026-0308

RE: FY2022 Metropolitan Planning Grant Program (Section 5303)
Project No. 22-08-108
WBS Element No(s). 36230.7.21.6
Period of Performance: 7/1/2021 – 6/30/2022

Dear Mr. Payne:

On April 8, 2021, the Board of Transportation approved your organization's request for an FY22 Metropolitan Planning Grant in the amount of \$95,751. The agreement to be executed between City of Concord and NCDOT is enclosed. The individual authorized to enter into this agreement for the financial assistance on behalf of your agency will sign the agreement. Please provide a copy of the agreement to all parties that will be involved in the administration of the grant, and request that the agreement be reviewed carefully. Instructions for completion of the grant agreement process are enclosed.

Please refer to Section 6b of the grant agreement that requires sub-recipients to submit monthly or quarterly requests for reimbursement.

If you have any question related to the grant agreement, please contact Myra Freeman, Financial Manager at 919-707-4672 or your assigned Accounting Specialist. In any correspondence, please reference your assigned project number, WBS element, Agreement number and period of performance referenced on this letter.

Sincerely,

A handwritten signature in black ink, appearing to read "Ryan Brumfield".

Ryan Brumfield
Director

RB\mf
Attachments

Mailing Address:
NC DEPARTMENT OF TRANSPORTATION
INTEGRATED MOBILITY DIVISION
1550 MAIL SERVICE CENTER
RALEIGH, NC 27699-1550

Telephone: 919-707-2600
Fax: 919-733-1391
Customer Service: 1-877-368-4968

Website : www.ncdot.gov

Location:
1 SOUTH WILMINGTON STREET
RALEIGH, NC 27601

City of Concord 2022 Holiday Schedule

Observance	Holiday	Weekday
December 31st (2021)	New Year's Day	Friday
January 17th	Martin Luther King Jr. Day	Monday
April 15th	Good Friday	Friday
May 30th	Memorial Day	Monday
July 4th	Independence Day	Monday
September 5th	Labor Day	Monday
November 11th	Veteran's Day	Friday
November 24th & 25th	Thanksgiving	Thursday & Friday
December 23rd, 26th & 27th	Christmas	Friday, Monday & Tuesday

City of Concord 2023 Holiday Schedule

Observance	Holiday	Weekday
January 2nd	New Year's Day	Monday
January 16th	Martin Luther King Jr. Day	Monday
April 7th	Good Friday	Friday
May 29th	Memorial Day	Monday
July 4th	Independence Day	Tuesday
September 4th	Labor Day	Monday
November 10th	Veteran's Day	Friday
November 23rd & 24th	Thanksgiving	Thursday & Friday
December 25th, 26th & 27th	Christmas	Monday, Tuesday & Wednesday



Quarterly Council Report

UTILITY EXTENSIONS/ADDITIONS PERMITTED

July 1- September 30, 2021

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 **July 1- September 30, 2021**, are as follows:

WATER:

*The **City of Concord** initiated water distribution system extensions permitted by the City of Concord's delegated permitting 941 linear feet of 12-inch water lines, 605 linear feet of 2-inch water lines and other appurtenances to provide services to existing customers, with zero increase to the existing 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 10,451.5 linear feet of 8-inch water main, 1,393 linear feet of 6-inch water main, 5.49 linear feet of 4-inch water main, 119 linear feet of 2-inch water main, with valves, hydrants and other appurtenances to serve 81 5-bedroom single family lots, 84 4-bedroom, and 137 3-bedroom single family townhome units, and a amenity center with a swimming pool; 35,291 sq. ft. mixed use residential and commercial lot with 167 residential units and flex office space; 53 residential apartment units, fitness facilities, and 2 commercial lease spaces; 78 residential multi-family apartment units; 5,040 sq. ft. commercial self-storage warehouse with an average domestic, commercial and industrial water demand of 244,334 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 9,559 linear feet of 8-inch sanitary sewer, with manholes and other appurtenances to serve 81 5-bedroom single family lots, 84 4-bedroom, and 137 3-bedroom single family townhome units, and amenity center with swimming pool, 7 single family residential lots, and a 4,262 sq. ft. dental office with a total average domestic wastewater discharge of 142,730 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 July to the 30th of September 2021**:*

Water Distribution System Extensions: July 1- September 30, 2021

Date Issued: July 8, 2021
Project Title: **Piper Landing Subdivision**
Project #: 2020-017
Developer: M/I Homes of Charlotte, LLC
Cody Simoneaux, VP of Land Development
5350 77 Center Drive, Suite 100
Charlotte, NC 28217
P)704-597-4538
E) csimoneaux@mihomes.com

Description: Construction of approximately 10,016 linear feet of 8-inch water lines with 21 in-line valves, 1,353 linear feet of 6-inch water lines with 3 in-line valves, 119 linear feet of 2-inch water lines with 1 in-line valve, and other appurtenances to provide potable water to 81 5-bedroom single family lots, 84 4-bedroom, and 137 3-bedroom single family townhome units, and a swimming pool located off/on of Rock Hill Church Road with an average domestic water demand of 122,270 GPD.

Date Issued: August 2, 2021
Project Title: **Novi Rise (Prev. Market Street Lofts)**
Project #: 2020-003
Developer: Lansing Melbourne Group
Peter Flotz, Managing Member
2420 E. Sunrise Blvd.
Fort Lauderdale, FL 33304
P) 910-428-1360
Email) PFLOTZ@LMGROUP.US

Description: Construction of approximately 36 linear feet of 6-inch water lines with 2 in-line valves and other appurtenances to provide potable water to a mixed use residential and commercial lot with 167 residential units and office space for a total of 35,291 sq. ft. located off of 30 West Market Street with an average domestic and commercial water demand of 68,124 GPD.

Date Issued: August 2, 2021
Project Title: **Novi Flats**
Project #: 2021-008
Developer: Lansing Melbourne Group
Peter Flotz, Managing Member
2420 E. Sunrise Blvd.
Fort Lauderdale, FL 33304
P) 910-428-1360
Email) PFLOTZ@LMGROUP.US

Description: Construction of approximately 5.49 linear feet of 4-inch water lines with 1 in-line valve, 13.36 linear feet of 8-inch water lines with 1 in-line valve, and other appurtenances to provide potable water to 53 residential units, fitness room, and 2 commercial units located off of Barrick Ave. SW with an average domestic and commercial water demand of 22,590 GPD.

Date Issued: August 6, 2021
Project Title: **Buffalo Terrace Apartments**
Project #: 2020-041
Developer: Buffalo Terrace, LP
Vaugh Zimmerman, Owner
1329 E. Lark Street
Springfield, MO 65804
P) 417-883-1632
E) v.zimmerman@wilhoitproperties.com

Description: Construction of approximately 153 linear feet of 8-inch water lines with 4 in-line valves, 4 linear feet of 6-inch water lines with 1 in-line valves and other appurtenances to provide potable water to 78 residential multi-family apartment units located off of Concord Parkway North, with an average domestic water demand of 31,200 GPD.

Date Issued: September 8, 2021
Project Title: **Highway 29 Mini-Storage- Mod 1- Relocation of waterline**
Project #: 2019-058
Developer: Mini Storage Depot on Concord Pkwy, LLC
Lance A. Swank, Manager
3900 Edison Lakes Parkway, Suite 201
Mishawaka, IN 46545
P) 574-247-3215
Email) cpatterson@thesterlinggrp.com

Description: Abandonment of the existing water line and relocation of a new water line with approximately 269.11 linear feet of 8-inch water line with 3 in-line valves, 1 hydrant, and other appurtenances to provide potable water to serve a 75,040 sq. ft. commercial self-storage warehouse located off/on of Concord Parkway, with a commercial water demand of 150 GPD.

Date Issued: September 9, 2021
Project Title: **General Services Drive 12" Parallel Waterline Replacement**
Project #: 2020-076
Developer: City of Concord- Water Resources
Attn: Thomas A. Bach, Engineering Manager
PO Box 308
Concord, NC 28026
P) 704-920-5344
E) bacht@concordnc.gov

Description: Construction of approximately 941 linear feet of 12-inch water lines with 3 in-line valves, 1 hydrant, and other appurtenances to replace the existing water main located on General Services Drive with zero increase to the existing average domestic water demand.

Date Issued: September 29, 2021
Project Title: **Jefferson Ct. NE 2" Waterline Replacement**
Project #: 2020-058
Developer: City of Concord- Water Resources
Attn: Thomas A. Bach, Engineering Manager
PO Box 308

Concord, NC 28026
P) 704-920-5344
E) bacht@concordnc.gov

Description: Construction of approximately 364 linear feet of 2-inch water lines with 1 in-line valve, and other appurtenances, to replace the existing water main located on located on Jefferson Ct. NE and the intersection of Jefferson Ave. NE, with zero increase to the existing average domestic water demand.

Date Issued: September 29, 2021
Project Title: **Hillandale Place 2-inch Waterline Replacement**
Project #: 2021-022
Developer: City of Concord- Water Resources
Attn: Thomas A. Bach, Engineering Manager
PO Box 308
Concord, NC 28026
P) 704-920-5344
E) bacht@concordnc.gov

Description: Construction of approximately 241 linear feet of 2-inch water lines with 1 in-line valves and other appurtenances to replace the existing water main located on located on Hillandale Place NE, with zero increase to the existing average domestic water demand.

Wastewater Distribution System Extensions: July 1- September 30, 2021

Date Issued: July 8, 2021
Project Title: **Piper Landing Subdivision**
Project #: 2020-017
Developer: M/I Homes of Charlotte, LLC
Cody Simoneaux, VP of Land Development
5350 77 Center Drive, Suite 100
Charlotte, NC 28217
P) 704-597-4538
E) csimoneaux@mihomes.com

Description: Construction of approximately 9,407 linear feet of 8-inch sanitary sewer with 67 manholes and other appurtenances to serve 81 5-bedroom single family lots, 84 4-bedroom, and 137 3-bedroom single family townhome units, and a swimming pool located off/on of Rock Hill Church Road, with a domestic wastewater discharge of 139,710 GPD.

Date Issued: September 30, 2021
Project Title: **Sherwood Hills Sewer**
Project #: 2021-047
Developer: Charlotte Commercial Partners, Inc.
David E. Tibbals
11121 Carmel Commons Blvd. Ste. 405
Charlotte, NC 28226
P) 704-995-2808
Email) david@charlottecommercialpartners.com

Description: Construction of approximately 152 linear feet of 8-inch sanitary sewer with 2 manholes and other appurtenances to serve 7 single family residential lots located off of Sherwood Ct. NW, with a domestic wastewater discharge of 2,520 GPD.

Date Issued: September 30, 2021
Project Title: **Concord Dental Office**
Project #: 2021-058
Developer: WMG Acquisitions, LLC
Jonathan Brumleve, Manager
PO Box 768
Effingham, IL, 62401
P) 314-537-4140
Email) bschrock@wmgdevelopment.com

Description: Construction of wastewater collection system flow modification to an existing 7-Eleven Coddle Market 8-inch sanitary sewer serving a 4,262 sq. ft. dental office addition located off of George Liles Parkway, with an additional wastewater discharge of 500 GPD. *This is additional flow to the previously allocated flow of 3,600 GPD approved under 7-Eleven Coddle Market 2019-055 and 424 GPD approved under Express Oil-Concord 2020-082.*

IDENTITY THEFT PREVENTION PROGRAM INCIDENT REPORT

CITY OF CONCORD

It is the policy of the City of concord to provide an Identity Theft Prevention Program for customers and coworkers. The purpose of this report is to provide continued evaluation for the effectiveness of current policies and procedures in compliance with the FACTact. This document will be used to drive recommendations for changes to the program due to evolving risk and methods of theft.

This document will also be used to report incidents that have taken place since the last reporting period.

Recommendations: None

Incidents: November 2020 - October 2021

Date	Coworker	Incident	City Response	Mitigation
June 2021 1048 Sandy Point Drive SW	Tammy Linn & Michelle Freeland	Customer provided fraudulent application information in order to have service put into another individual name. Utility account was set up. Customer did file a police report with CPD and had already done so when the call came to Customer Service.	Researched issue through various means. Accurint, application for service from previous address. Found that signatures did not match. The account was paid in full at that time therefore there was nothing else to report. Instructed customer to follow up with CPD.	Continue to require proper documentation and identity check to be run when a customer applies for service. When needed we now have a secure way to receive IDs and social security through BOX, if needed.

City of Concord
Portfolio Holdings
Monthly Investments to Council
Report Format: By CUSIP / Ticker
Group By: Security Type
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 9/30/2021

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP SALVATION ARMY 0 10/14/2021	79584RXE3	5,000,000.00	4,993,875.00	10/14/2021	0.180	1.33	N/A	99.8775	14
CP JP MORGAN 0 10/18/2021	46640PXJ7	5,000,000.00	4,994,900.00	10/18/2021	0.170	1.33	N/A	99.898	18
CP NATIXIS NY 0 11/1/2021	63873JY12	5,000,000.00	4,995,038.90	11/1/2021	0.190	1.33	N/A	99.900778	32
CP BANCO SANTADER 0 11/19/2021	05970RYK5	5,000,000.00	4,997,723.61	11/19/2021	0.110	1.33	N/A	99.954472	50
CP CHESHAM 0 11/23/2021	16536HYP0	5,000,000.00	4,996,125.00	11/23/2021	0.150	1.33	N/A	99.9225	54
CP BARCLAYS US CCP FUNDING LLC 0 12/7/2021	067425XMG9	5,000,000.00	4,998,000.00	12/7/2021	0.120	1.33	N/A	99.96	68
CP COLLAT V CO LLC 0 12/22/2021	19424HZN3	5,000,000.00	4,996,966.67	12/22/2021	0.120	1.33	N/A	99.939333	83
CP LMA S A DISC CP 0 1/19/2022	53944RAK4	5,000,000.00	4,997,450.00	1/19/2022	0.120	1.33	N/A	99.949	111
CP ING US FUNDING 0 2/14/2022	4497W1BE5	5,000,000.00	4,994,022.22	2/14/2022	0.160	1.33	N/A	99.880444	137
CP CHESHAM 0 2/25/2022	16536JBR7	5,000,000.00	4,996,081.95	2/25/2022	0.130	1.33	N/A	99.921639	148
CP BAYERISCHE LANDESBK GIRO 0 3/16/2022	07274MCG8	5,000,000.00	4,996,250.00	3/16/2022	0.150	1.33	N/A	99.925	167
CP CREDIT SUISSE 0 3/25/2022	2254EBCR0	5,000,000.00	4,993,672.22	3/25/2022	0.170	1.33	N/A	99.873444	176
CP ICBC LTD 0 4/8/2022	45581CD85	5,000,000.00	4,995,895.83	4/8/2022	0.150	1.33	N/A	99.917917	190
CP CROWN PT CAP CO LLC 0 4/18/2022	2284K1DJ9	5,000,000.00	4,994,970.85	4/18/2022	0.170	1.33	N/A	99.899417	200
CP BAQUE ET CAISSE EPARGNE 0 5/2/2022	0667K1E23	5,000,000.00	4,995,955.56	5/2/2022	0.130	1.33	N/A	99.919111	214
CP LLOYDS BANK CORP 0 5/31/2022	53948BEX3	5,000,000.00	4,994,422.22	5/31/2022	0.160	1.33	N/A	99.888444	243
CP CHARLOTTE MECK HOSP 0 6/22/2022	16085KFN4	5,000,000.00	4,995,550.00	6/22/2022	0.120	1.33	N/A	99.911	265
Sub Total / Average Commercial Paper		85,000,000.00	84,926,900.03		0.147	22.54		99.914007	128
FFCB Bond									
FFCB 0.14 5/18/2023-21	3133EMZP0	5,000,000.00	4,997,000.00	5/18/2023	0.170	1.33	N/A	99.94	595
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.33	N/A	100	679
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.33	N/A	100	722
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.33	N/A	100	791
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.33	N/A	99.957	841
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.32	N/A	99.8	883
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.92	N/A	99.94	918
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.33	N/A	100	1,054
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.33	N/A	100	1,076
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.33	N/A	100	1,299
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.33	N/A	100	1,460
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.33	N/A	100	1,720
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.33	N/A	100	1,824
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.33	N/A	100	2,007
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.33	N/A	100	2,353
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.33	N/A	100	2,366
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.32	N/A	99.725	2,674
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.32	N/A	99.2	2,723
Sub Total / Average FFCB Bond		88,470,000.00	88,399,018.00		0.716	23.46		99.920135	1,452
FHLB Bond									
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.33	N/A	100	729
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.32	N/A	99.85	735
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.33	N/A	100	788

FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.33	N/A	100	862
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.15	N/A	106.665827	866
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.33	N/A	100	942
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.33	N/A	100	967
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.33	N/A	100	967
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.33	N/A	100	981
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.33	N/A	100	1,019
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.33	N/A	100	1,033
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.33	N/A	100	1,062
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.33	N/A	99.98	1,384
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.33	N/A	99.98	1,481
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.764	1.33	N/A	100	1,552
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.33	N/A	100	1,582
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.33	N/A	99.9	1,601
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.33	N/A	100	1,622
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.33	N/A	100	1,672
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.32	N/A	99.725	2,147
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.33	N/A	100	2,954
Sub Total / Average FHLB Bond		100,520,000.00	100,526,412.30		0.642	26.68		100.008731	1,301
FHLMC Bond									
FHLMC 0.19 11/16/2022-21	3134GXAX2	5,000,000.00	5,000,000.00	11/16/2022	0.190	1.33	N/A	100	412
FHLMC 0.375 4/20/2023	3137EAEQ8	1,290,000.00	1,291,301.24	4/20/2023	0.341	0.34	N/A	100.100871	567
FHLMC 2.75 6/19/2023	3137EAEN5	1,225,000.00	1,317,965.25	6/19/2023	0.244	0.35	N/A	107.589	627
FHLMC 0.25 6/26/2023	3137EAES4	3,220,000.00	3,219,567.60	6/26/2023	0.254	0.85	N/A	99.986726	634
FHLMC 0.25 9/8/2023	3137EAEW5	2,120,000.00	2,120,844.05	9/8/2023	0.236	0.56	N/A	100.039854	708
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.33	N/A	100	805
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.60	N/A	100	1,033
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.33	N/A	100	1,748
Sub Total / Average FHLMC Bond		25,105,000.00	25,199,678.14		0.379	6.69		100.403739	883
FNMA Bond									
FNMA 2.25 4/12/2022	3135G0V59	960,000.00	969,734.40	4/12/2022	1.871	0.26	N/A	101.014	194
FNMA 1.375 9/6/2022	3135G0W33	300,000.00	298,497.00	9/6/2022	1.568	0.08	N/A	99.499	341
FNMA 2 10/5/2022	3135G0T78	3,805,000.00	3,857,482.35	10/5/2022	1.511	1.02	N/A	101.379763	370
FNMA 2.375 1/19/2023	3135G0T94	1,820,000.00	1,884,180.01	1/19/2023	1.134	0.50	N/A	103.531596	476
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.33	N/A	100	686
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	9/12/2023	0.221	0.34	N/A	107.99	712
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.33	N/A	100	757
FNMA 0.25 11/27/2023	3135G06H1	3,705,000.00	3,707,833.90	11/27/2023	0.223	0.98	N/A	100.076557	788
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.33	N/A	100	820
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.42	N/A	106.058	858
FNMA 1.75 7/2/2024	3135G0V75	1,510,000.00	1,571,618.47	7/2/2024	0.361	0.42	N/A	104.080727	1,006
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.33	N/A	100	1,062
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.32	N/A	99.797	1,173
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.33	N/A	100	1,383
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.33	N/A	100	1,419
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.33	N/A	100	1,425
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.33	N/A	100	1,855
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.33	N/A	100	2,226
Sub Total / Average FNMA Bond		64,770,000.00	65,133,549.13		0.593	17.29		100.586907	1,127
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	62,812.77	62,812.77	N/A	0.010	0.02	N/A	100	1
NCCMT LGIP	NCCMT481	2,263,857.88	2,263,857.88	N/A	0.010	0.60	N/A	100	1
NCCMT LGIP	NCCMT271	94,433.96	94,433.96	N/A	0.010	0.03	N/A	100	1

Sub Total / Average Local Government Investment Pool		2,421,104.61	2,421,104.61		0.010	0.64		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	10,197,127.87	10,197,127.87	N/A	0.100	2.71	N/A	100	1
Sub Total / Average Money Market		10,197,127.87	10,197,127.87		0.100	2.71		100	1
Total / Average		376,483,232.48	376,803,790.08		0.503	100		100.092664	971

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of September 2021

RELEASES		
CITY OF CONCORD	\$	39,403.20
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	219,496.65
CONCORD DOWNTOWN	\$	-

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2016	0	0	0	0.0048	0.00	0.00	
2017	0	57,249	57,249	0.0048	274.80	127.03	
2018	0	69,374	69,374	0.0048	333.00	124.11	
2019	0	52,401	52,401	0.0048	251.52	75.46	
2020	0	1,489,384	1,489,384	0.0048	7,149.04	1,429.81	
2021	2,957,761	2,330,831	5,288,592	0.0048	25,385.24	40.09	
Total	2,957,761	3,999,239	6,957,000		\$ 33,393.60	\$ 1,796.50	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	0	0	0.0023	0.00	0.00	
2018	0	0	0	0.0023	0.00	0.00	
2019	0	0	0	0.0023	0.00	0.00	
2020	0	0	0	0.0023	0.00	0.00	
2021	0	0	0	0.0023	0.00	0.00	
Total	0	0	0		\$ -	\$ -	

Tax Report for Fiscal Year 2021-2022**FINAL REPORT****September****Property Tax Receipts- Munis**

2021 BUDGET YEAR	3,024,315.31
2020	21,269.28
2019	9,085.68
2018	1,253.00
2017	420.96
2016	207.31
2015	95.95
2014	203.48
2013	191.42
2012	205.71
Prior Years	1,004.61
Interest	5,202.93
Refunds	
	<hr/>
	3,063,455.64

Vehicle Tax Receipts- County

2021 BUDGET YEAR	457,028.54
2020	
2019	
2018	
2017	
2016	
2015	
Prior Years	
Penalty & Interest	4,865.18
Refunds	
	<hr/>
	461,893.72

Fire District Tax - County

2021 BUDGET YEAR	15,049.38
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Less: Collection Fee from County

Net Ad Valorem Collections	<hr/>
	3,540,398.74

423:Vehicle Tag Fee-Transportation Impr Fund	36,333.00
100:Vehicle Tag Fee	147,534.00
292:Vehicle Tag Fee-Transportation Fund	36,333.00
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<hr/>
	220,200.00

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

Oakwood Cemetery current	3,075.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	6,991.69
Rutherford Cemetery endowment	2,133.31
West Concord Cemetery current	2,450.00
West Concord Cemetery endowment	900.00
Total Cemetery Collections	<hr/>
	15,550.00

Total Collections	<hr/>
	\$ 3,776,148.74

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	33,393.60
Discovery Penalty	1,796.50
Total Amount Invoiced - Monthly	<u>35,190.10</u>
Total Amount Invoiced - YTD	64,682,121.16

Current Year	
Less Abatements (Releases)	
Real	39,403.20
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>39,403.20</u>

Adjusted Amount Invoiced - monthly	(4,213.10)
Adjusted Amount Invoiced - YTD	64,637,718.10

Current Levy Collected	3,024,315.31
Levy Collected from previous years	33,937.40
Penalties & Interest Collected	5,202.93
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>3,063,455.64</u>
Total Collected - YTD	10,474,754.36

Total Collected - net current levy -YTD 10,203,766.68

Percentage of Collected -current levy 15.79%

Amount Uncollected - current year levy 54,433,951.42

Percentage of Uncollected - current levy 84.21%

100.00%