



City Council Agenda

Thursday, January 13, 2022

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

November 23, December 7 and December 9, 2021.

IV. Presentations

1. Presentation of a Proclamation recognizing January 17, 2022 as Dr. Martin Luther King, Jr. Day.

2. Presentation to former City Council Member and Water Sewer Authority of Cabarrus County (WSACC) Board Member, Dave Phillips.

3. Presentation of a Retirement Plaque to Sheila Almond for over 20 years of service with the City of Concord Purchasing Department. Sheila has been a dedicated employee of the City of Concord as a Purchasing Technician for over 20 years. She has been a great asset to the Purchasing Department and has provided support to all City departments throughout her years of service. Sheila is a North Carolina Certified Local Government Purchasing Officer. Her understanding of North Carolina purchasing law and policies has been a valuable asset to the City. The Purchasing Department appreciates all of her work over the years and wishes her the best in her retirement.

4. Presentation of Retirement Plaque to Captain Deckster Barlowe for over 28 years of loyal and dedicated service with the City of Concord Police Department. Captain Deckster Barlowe has retired from the Concord Police Department as of January 1, 2022. Captain Barlowe began his career with CPD as a Patrol Officer in 1993 and spent the next several years in patrol as a Field Training Officer. In 1999, he was promoted to the rank of Sergeant and assigned to the Patrol Division. Captain Barlowe was promoted to Captain in April of 2016. Captain Barlowe became the department's first Patrol Division Executive Officer in 2019. In this position, he supervised the Patrol Division, Watch Commanders, School Resource Officers and was responsible for the K9, motor patrol, and bicycle officers and oversaw the Field Training Program. During his tenure, Captain Barlowe received the Outstanding Student Award and was awarded the St. John's Grange #729 Law Enforcement Officer of the Year. Captain Barlowe and his wife Angie have been married for 21 years and have four children.

5. Presentation of the Distinguished Budget Presentation Award from the Government Finance Officers Association of the United States and Canada. The Government Finance Officers Association awarded the City's FY 2021-22 budget the Distinguished Budget Presentation Award with special performance measures recognition. This national award is the highest award in government budgeting, recognizing those cities that have prepared exemplary budgets that serve as a policy document, financial plan, operations guide, and a communications device. Only a small percentage of North Carolina

municipalities received this award. Receipt of the award for the FY 2021-22 budget marks the 20th consecutive year the City has been awarded this recognition.

V. Unfinished Business

VI. New Business

A. Informational Items

1. Presentation from Peter Marsh with Cabarrus Center/Flywheel. (Work Session)

B. Departmental Reports

C. Recognition of persons requesting to be heard

D. Public Hearings

1. Conduct a public hearing pursuant to NC General Statutes Sec. 158-7.1 and consider offering a contract for a three year / 85% tax based Economic Development Incentive Grant to Kroger Fulfillment Network, LLC to locate at 227 NC HWY 49 S. in Concord, NC. Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. Kroger Fulfillment Network, in strategic partnership with Ocado Solutions USA, Inc., proposes to develop an approximately 200,000 SF robotically automated customer fulfillment center located at 227 NC HWY 49 South. Kroger's proposed investment represents a total \$89,000,000 investment in real and personal property. Kroger plans to create 692 full time jobs with an average wage of \$42,107. The total value of the City's three year grant is estimated to equal \$791,846 dependent on the actual investment. The City of Concord would still collect a 3-year net revenue of \$139,738 after the incentive payments. See attached grant analysis for additional details.

Recommendation: Motion to offer a contract for a three year / 85% Economic Development Incentive Grant to Kroger Fulfillment Network, LLC to locate at 227 NC HWY 49 S. in Concord, NC, pursuant to NC General Statutes Sec. 158-7.1.

2. Conduct a public hearing pursuant to NC General Statutes Sec. 158-7.1 and consider offering a contract for a three year / 85% tax based Economic Development Incentive Grant to Ocado Solutions USA, Inc. to locate at 227 NC HWY 49 S. in Concord, NC. Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. Ocado Solutions USA, Inc. will provide proprietary robotic software and partner with Kroger to construct a robotically automated customer fulfillment center located at 227 NC HWY 49 South. Ocado's proposed investment represents an estimated total \$48,000,000 investment in personal property. Ocado plans to create 30 full time jobs with an average wage of \$60,000. The total value of the City's three year grant is estimated to equal \$348,024 dependent on the actual investment. The City of Concord would still collect a 3-year net revenue of \$61,416 after the incentive payments. See attached grant analysis for additional details.

Recommendation: Motion to offer a contract for a three year / 85% Economic Development Incentive Grant to Ocado Solutions USA, Inc. to locate at 227 NC HWY 49 S. in Concord, NC, pursuant to NC General Statutes Sec. 158-7.1.

3. Conduct a public hearing to consider adopting a resolution on the matter of closing the right-of-way of an unopened portion of Lucky Dr. NW. The proposal includes the abandonment of unopened, unimproved right-of-way of Lucky Dr. NW. This closure was requested by Niblock Homes, LLC. A new alignment of right of way will be dedicated as part of the Red Hill subdivision.

Recommendation: Motion to adopt a resolution to abandon the right of way of an unopened portion of Lucky Dr. NW.

4. Conduct a public hearing to consider adopting an ordinance amending Historic Handbook Chapter 3, Working With the Historic Preservation Commission, relative to the amended meeting time of 6:00 pm. The Historic Handbook is incorporated into the Concord Development Ordinance by reference and as such, amendments require City Council approval. The Historic Preservation Commission unanimously voted on November 10th to change their regularly scheduled meeting

time. Previously, the meetings had been held on the second Wednesday of the month at 6:30 p.m. The Commission voted to keep the meeting day but to reschedule the time to 6:00 p.m. Because the meeting day and time are listed in the Historic Handbook, the Handbook must be revised to reflect the Commission's action. No other section of the Historic Handbook is proposed for amendment.

Recommendation: Motion to adopt an ordinance amending Historic Handbook Chapter 3, Working With the Historic Preservation Commission.

- 5. Conduct a public hearing to consider adopting an ordinance amending Article 7 (Section 7.7.4.E) of the Concord Development Ordinance (CDO) relative to townhouse (townhome) development requirements.** For the past two years, staff has been amending the CDO based on the recommendations of the 2030 Land Use Plan. One of the major final changes to the CDO is addressing townhome, or single-family attached developments, which pose different service challenges than traditional single-family attached developments. Prior to consideration of the item by Planning Commission, staff provided notice to over 300 recipients of the proposed changes via email and seven (7) comments were received. The proposed change has also been posted on the City website offering chances to make comment prior to the Council hearing. The Planning Technical Committee (which includes Council and Planning Commission members) has guided staff in development of these regulations. The townhome issue has been discussed by PTT at two separate meetings, and it is their consensus that new townhome developments should be required to be rear-load (served by an alley or parking area in the rear). Planning Commission unanimously voted to adopt this change at their December meeting. Staff will conduct a thorough presentation of all of the changes to ensure the Council understands these changes and will summarize public comments.

Recommendation: Motion to adopt an ordinance amending Article 7.7.4.E regarding townhouse (townhome) developments.

E. Presentations of Petitions and Requests

- 1. Consider authorizing the City Manager to negotiate and execute a contract with Rite Lite Signs, Inc. for the construction and installation of wayfinding signs at Concord-Padgett Regional Airport.** The project involves the construction of new and updated 64 wayfinding signs through the airport campus. These signs are a part of the overall strategy when Council renamed the airport. Furthermore, the improvements to Derita Road are near completion allowing staff to finalize location of the gateway signs. The project was bid under the formal bidding process. Bids were taken on December 1st, 2021 and four bids were received. Rite Lite Signs, Inc. was the low bid in the amount of \$221,616.93. The budget for the wayfinding project was \$135,000. The funding for these improvements is through a NCDOT Aviation Airport Improvement Program grant. The grant amount for FY22 is \$2,056,051; therefore, no budget amendment is required

Recommendation: Motion authorizing the City Manager to negotiate and execute a contract with Rite Lite Signs, INC in the amount of \$221,616.93. for the wayfinding project at Concord-Padgett Regional Airport.

- 2. Consider authorizing the City Manager to negotiate and execute a contract with EST Building Systems for the replacement of roofing materials on Hartsell Recreation Center.** Three roofing companies submitted quotes and EST Building Systems was the low bidder at \$111,500 (Baker Roofing quoted the work at \$139,500 and Statesville Roofing quoted the work at \$185,760). Payment and performance bonds are required bringing the total amount quoted by EST Building Systems to \$117,075. The Parks and Recreation Department budgeted for this work and it was approved in the FY21/22 budget. Work will begin with a complete tear off of the existing roof consisting of two layers of roofing materials. Repairs to the deck will be made, if needed, prior to installing 2 layers of ISO board and a .060 mill TPO membrane.

Additionally, metal edging, coping and walk pads will be installed with roof drains being replaced as needed.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with EST Building Systems for the replacement of roofing materials on Hartsell Recreation Center.

- 3. Motion to readopt a franchise ordinance for US Tire Recycling Partners, L. P.** City Council granted a franchise to US Tire Recycling Partners, L.P. on June 10, 2021 for a "life-of-site" term, and said franchise included a clerical error in that it references the incorrect date and Document ID Number for approval of the Facility Plan for the Scrap Tire Disposal Facility by NCDEQ. This ordinance corrects that error.

Recommendation: Motion to adopt an amended franchise ordinance for US Tire Recycling Partners, L.P. for a "life-of-site" term.

- 4. Consider adopting a resolution confirming a lien assessment.** In 2013, Code Enforcement prosecuted an unsafe buildings case against Barber Scotia College, Inc. That case resulted in the demolition and removal of the two dormitories formerly located on Crowell Drive at a cost to the City of \$380,640. The North Carolina General Statutes require confirmation of the amount of the lien by the City Council and publication in a newspaper of local circulation prior to any attempt to collect a lien of this kind.

Recommendation: Motion to adopt a resolution confirming the amount of the lien and directing appropriate City staff to cause the advertisement to be published.

- 5. Consider amending a development agreement with Addison Concord, LLC regarding construction of a sewer line near the intersection of Old Holland Road and Weddington Road Ext.** The City conducted a public hearing and approved an agreement with Ford Commercial LLC in April 2019. The agreement outlined the City's assistance in acquiring a necessary easement and the developer's agreement to conditions related to construction of their proposed development project. The current developer wishes to amend the agreement to allow for a different alignment to the proposed sewer line. The developer will be required to obtain any necessary easements.

Recommendation: Motion to amend a development agreement with Addison Concord, LLC.

- 6. Consider accepting a revised Preliminary Application from Thornridge Investment Group, LLC.** In accordance with City Code Chapter 62, Thornridge Investment Group, LLC has submitted a revised preliminary application for water service outside the City limits. The property is located at 10799 and 10825 Poplar Tent Road. The property is currently zoned LDR and developed with an abandoned single family home. The owner now intends to construct a new residential structure and renovate the existing structure to a residential use. Water is available in the Poplar Tent Road area.

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

VII. Consent Agenda

- A. Consider approving the City Manager to enter into a modified five-year lease with renewable provisions to include all of the +/- 2.7 acres of City owned land located at 430 Harris Street NW for \$1 to SCUS Head Start Programs, Inc, d/b/a Save the Children Head Start, for the location of Head Start modular buildings.** In April 2021, City Council approved entering into a lease with Head Start to lease approximately .46 acres of City owned land at 430 Harris Road NW based on a conceptual plan. The conceptual plan required modifications due to fire department access and utility locations which resulted in the need to expand beyond the original plan. The expansion has made it difficult for Parks and Recreation to program the remaining property for activities. Additionally, Buildings and Grounds prefers not to be maintaining property where the City has no immediate use. Therefore, both

Departments recommend extending the lease to cover all of the acreage with the provision that Head Start will maintain their facility, all of the property, and the existing shelter that is on the property. Head Start is agreeable to maintaining the property and has equipment to do so. The only change to the agreement is the increase in acreage.

Recommendation: Motion to approve the City Manager to enter into a modified five-year lease with renewable provisions for the entire +/- 2.7 acres at 430 Harris Street NW for \$1 to SCUS Head Start Programs, Inc, d/b/a Save the Children Head Start.

- B. Consider acceptance of a Carolina Thread Trail Implantation Grant for partial design for the first phase of Irish Buffalo Greenway through Marvin Caldwell Park, and authorizing the City Manager to execute an agreement with the Carolina Thread Trail in the amount of \$30,000.** Acceptance of the Carolina Thread Trail grant will cover approximately 35% of the total greenway design cost of \$84,000. This phase will begin at Caldwell Park, and extend to Lincoln Street running along the creek through Marven Caldwell Park. It is approximately 2,800 linear feet or 0.53 miles in length. The greenway will be a 10-foot, asphalt multi-use path with parking accessible from Caldwell Park, as well as a new trailhead parking lot planned at Lincoln Street. Development of this greenway is a high priority of the Comprehensive Parks and Recreation Master plan adopted in 2017, the Open Space Connectivity Analysis adopted in 2019, and the Caldwell Park Master Plan, adopted in June of 2020. Additional funding to complete design was identified and approved in FY22 Caldwell Park CIP Project Fund. The approved total funding for park and greenway design is \$710,000. Through the Caldwell Park Master Plan process, the top priority requested as part of the public meeting process, was greenway development and neighborhood connectivity in unison with the Caldwell Park renovations. Funding for the design of Irish Buffalo Creek Greenway through Caldwell Park has been identified in the Caldwell Park CIP Project Account.

Recommendation: Motion to accept the Carolina Thread Trail Implementation Grant award and authorize the City Manager to execute the grant agreement with the Carolina Thread Trail in the amount of \$30,000.

- C. Consider acceptance of a Land and Water Conservation Fund (LWCF) grant award for Marvin Caldwell Park Renovations, authorize the City Manager to execute and the Mayor to sign a grant agreement with the National Park Service through the North Carolina Parks and Recreation Division in the amount of \$498,960, and to adopt a project amendment to appropriate the funds.** Acceptance of the Land and Water Conservation Fund (LWCF) award in the amount of \$498,960 will help fund improvements to Marvin Caldwell Park that have been identified by the master plan, including: 1) A new, fully inclusive playground featuring playground units for ages 2-5 and 5-12, with adequate and accessible surfacing, 2) A covered court space, which converts/renovates two (2) basketball courts with a shade canopy that can be used for summer camps and other programming needs, 3) A new 180' by 300' multi-purpose field the department plans to program for a variety of athletic and programming events, and 4) A 200' baseball/softball diamond to continue addressing the department's increase in athletic registrations for youth baseball and softball. The grant also covers portions of site preparation, grading and demolition. These improvements to the park are identified in the adopted master plan and will transform Caldwell Park into a more accessible, inclusive, visible, and connected neighborhood park. The City has allocated the budget for the required 50% match. The improvements identified in the grant must be completed within the next three (3) years with the execution of the grant agreement. Approximately six (6) acres of the existing park would be disturbed for these improvements, and other additional items in the area identified by the adopted master plan would be funded by the City, this

includes lights, dugouts, bleachers, splash pad, new restroom building, new fencing, hardscapes and sidewalks, and expansion/reconfiguration of parking and driveways.

Recommendation: Motion to accept the LWCF award, authorize the City Manager to execute the agreement and the Mayor to sign a grant agreement with National Park Service through the North Carolina Park and Recreation Division, and to adopt a project amendment to appropriate the funds.

- D. Consider authorizing the Police Department to apply for grant funding from the NC Governor's Highway Safety Administration aimed at preventing traffic related deaths and injuries on streets and highways in the City of Concord.** The Concord Police Department is requesting to apply for grant funding from the NC Governor's Highway Safety Administration aimed at preventing traffic related deaths and injuries on streets and highways in the City of Concord. The grant money would be used on overtime expenses, up to \$25,000, for traffic safety enforcement. The grant does not require a local match from the City. The application is due January 31st, 2022. Grants awarded will be for the 2023 federal fiscal year, which begins October 1, 2022.

Recommendation: Motion to authorize the Police Department to apply for grant funding from the NC Governor's Highway Safety Administration aimed at preventing traffic related deaths and injuries on streets and highways in the City of Concord.

- E. Consider accepting an Offer of Dedication of utility easements and public rights-of-ways in various subdivisions.** In accordance with CDO Article 5, the following final plats and easements are now ready for approval: Piper Landing Phase 1 Map 1, Annsborough Park Phase 1A Map 1, and Odell Townhomes Right of Way Dedication. Various utility easements and public rights-of-ways are offered by the owners.

Recommendation: Motion to accept the offer of dedication on the following plat and easements: Piper Landing Phase 1 Map 1, Annsborough Park Phase 1A Map 1, and Odell Townhomes Right of Way Dedication.

- F. Consider accepting an offer of infrastructure at 7-Eleven Coddle Market, Cannon Office PH 2 Buildings 3 and 4, Haven at Rocky River Subdivision PH 1 MP 1 Modification, Campbell Farms Subdivision PH 1 MP 3, Spring Meadow Subdivision PH 1 MP 1, Oaklawn Townhomes Subdivision PH 1.** 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: 6,150 LF of 8-inch water line, 1,021 LF of 6-inch water, 1,176 LF of 2-inch Water line, 43 Valves and 12 Fire Hydrants, 7,500 LF of 8-inch sanitary sewer line and 38 Manholes.

Recommendation: Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites: 7-Eleven Coddle Market, Cannon Office PH 2 Buildings 3 and 4, Haven at Rocky River Subdivision PH 1 MP 1 Modification, Campbell Farms Subdivision PH 1 MP 3, Spring Meadow Subdivision PH 1 MP 1, Oaklawn Townhomes Subdivision PH 1.

- G. Consider adopting an ordinance to amend the FY 2021/2022 Budget Ordinance for the Aviation Fund to appropriate additional fuel revenue.** Fuel sales at the airport are exceeding original budget estimates. The attached budget ordinance will appropriate these funds to cover the additional related fuel costs.

Recommendation: Motion to adopt an ordinance to amend the FY 2021/2022 Budget Ordinance for the Aviation Fund to appropriate additional fuel revenue.

- H. Consider adopting a Capital Project ordinance amendment for the First Concord 2014 LOBS - Generator Relocation Project.** The Generator Relocation project needs additional funding in the amount of \$8,312 to cover the remaining costs for the project. The attached project budget ordinance appropriates unallocated investment earnings and savings from other projects to cover these additional funds needed.

Recommendation: Motion to adopt a Capital Project ordinance amendment for the First Concord 2014 LOBS - Generator Relocation Project.

- I. Consider adopting an ordinance to amend the FY 2021/2022 Budget Ordinance for the General Fund to provide funding for the new Fiber Network Management department.** A new Network Manager position is being hired to manage the new Fiber Network Management department. There will be some initial costs needed in the current fiscal year to get this department established and the new position hired so that it will be ready to be fully operational at the beginning of FY 2023. Proceeds from the sale of fixed assets are available to fund these initial costs.
- Recommendation:** Motion to adopt an ordinance to amend the FY 2021/2022 Budget Ordinance for the General Fund to provide funding for the new Fiber Network Management department.
- J. Consider adopting an ordinance to amend the FY 2021/2022 Budget Ordinance for the Golf Fund.** The golf course needs to make additional improvements to some of the facilities/amenities. The attached budget ordinance will appropriate golf fund reserves to cover these additional costs.
- Recommendation:** Motion to adopt an ordinance to amend the FY 2021/2022 Budget Ordinance for the Golf Fund.
- K. Consider adopting a project ordinance amendment related to the Surface Transportation Block Grant from the Cabarrus Rowan MPO.** In June 2020, the Cabarrus Rowan MPO awarded Rider Transit a Surface Transportation Block Grant to purchase a spare bus. The grant award and contract for purchasing the bus went before Council in November 2020 and was approved. This project ordinance amendment will establish the budget related to the grant award. The grant covers 80% of the bus purchase and the remaining local share of 20% is split 50/50 between Concord and Kannapolis.
- Recommendation:** Motion to adopt a project ordinance amendment for the Surface Transportation Block Grant from Cabarrus Rowan MPO.
- L. Consider adopting a capital project ordinance to amend the Wastewater Projects Fund.** The amount previously approved for the Coldwater Creek Outfall to 49 project was originally planned to be funded with revenue bonds. The project is no longer being considered for revenue bonds and the current timeline is being pushed back. Due to this change, the funding for this project needs to be removed.
- Recommendation:** Motion to adopt a capital project ordinance to amend the Wastewater Projects Fund.
- M. Consider adopting a capital project ordinance to amend the Water Projects Fund.** The amount previously approved for the US 29 Bridge line needs to be adjusted to the actual amount billed by NCDOT. The extra amount needed will be funded by future project reserves.
- Recommendation:** Motion to adopt a capital project ordinance to amend the Water Projects Fund.
- N. Consider approving a change to the classification/compensation system to include the following classification: Network Manager.** The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.
- Recommendation:** Motion to approve the addition of: Network Manager (Grade 112) with a salary range of \$70,434.99 (minimum) - \$93,326.34 (midpoint) - \$116,217.71 (maximum).
- O. Consider approval of the transfer of delinquent utility accounts to collection losses.** Annually, staff must review the accounts receivable utility balances and determine if any of the balances are uncollectible. The accounts that are deemed uncollectible should be transferred to collection losses. Delinquent utility accounts deemed to be uncollectible amount to \$797,102.37. The primary reason for these losses is due to bankruptcies filings and bad debts that result when someone leaves their residence without paying their final bill. Staff continues to work with legal to pursue collection methods available as well as using the Debt Setoff Program offered

through the State and an independent collection agency. Account collection continues even after the account is written off. Final accounts from May 1, 2020 – March 31, 2021 (These revenues are less than 1% of the total operating revenues for each utility – Electric \$453,330.81; Water \$139,318.86; Wastewater \$121,299.57; Stormwater \$75,395.87; and Environmental Services \$7,757.26).

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

P. Consider accepting the semiannual debt status report as of December 31, 2021.

The City's debt report as of December 31, 2021 is presented for the City Council's review.

Recommendation: Motion to accept the City's semiannual debt status report as of December 31, 2021.

Q. Consider acceptance of the Tax Office reports for the month of November 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 November 2021.

R. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of November 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 November 2021.

S. Receive monthly report on status of investments as of November 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.

VIII. Matters not on the agenda

- **Transportation Advisory Committee (TAC)**
- **Metropolitan Transit Commission (MTC)**
- **Centralina Regional Council**
- **Concord/Kannapolis Transit Commission**
- **Water Sewer Authority of Cabarrus County (WSACC)**
- **Public Art Advisory Committee**
- **Concord Family Enrichment Association**
- **Barber Scotia Community Task Force Committee**
- **Concord United Committee**

IX. General comments by Council of non-business nature

X. Closed Session (if needed)

XI. Adjournment

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



PROJECT INDEPENDENCE

Company's Legal Name: Kroger Fulfillment Network LLC

Company Representative:

Name and Title: Rita Williams, Director of Economic Development

Address: 1014 Vine Street, Cincinnati, OH 45202

Phone: 513-762-1425

Email: incentive.credits@kroger.com

Website: www.thekrogerco.com

State of Incorporation: Ohio

Nature of Business: NAICS: 493310 - General Warehousing and Storage

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

Proposed New or Additional Cabarrus Facility:

Address/Location: 227 Hwy 49, Concord, NC

Square Feet: 200,000+

Lease or Purchase: Purchase

Project Summary:

This application is for a potential project in North Carolina, driven by a partnership between Kroger Fulfillment Network LLC, a subsidiary of The Kroger Co. (Kroger), and Ocado Solutions USA, Inc. (Ocado).

As part of Kroger's eCommerce strategy, Kroger has entered into a strategic partnership with U.K. based Ocado to construct robotically automated customer fulfillment centers (FCs) in select locations in the United States. The FCs will provide an innovative high-tech solution to enhance Kroger's direct-to-consumer eCommerce fulfillment functions. Kroger and Ocado are

taking a regional approach to site selection, with south central North Carolina and northern South Carolina being a targeted region.

Investment – Total Investment:

Real Property: \$75,000,000

Personal Property: \$14,000,000

Timing of Investment (provide breakdown of investment for each year):

<u>New Investment By Year</u>	2021	2022	2023	2024	2025	3-Year TOTAL	5-Year TOTAL
Real Property	\$20,000,000	\$55,000,000	\$0	\$0	\$0	\$75,000,000	\$75,000,000
Tangible Personal Property	\$0	\$14,000,000	\$0	\$0	\$0	\$14,000,000	\$14,000,000
Total Investment	\$20,000,000	\$69,000,000				\$89,000,000	\$89,000,000

The total project investment will consist of \$75 million in real property investment for construction of the project facility, as well as an additional \$14 million in personal property investment related to equipment such as furniture, balers, lifts, totes, and material handling equipment, and technology infrastructure.

When will project be in operation?: Q4 2023

New Job Creation Full Time: 692

Average Wages: \$42,107

Benefits Offered (y/n): Yes

Project Independence - Component K



Cabarrus County Economic Development Grant Analysis

		Year 1	Year 2	Year 3
Total Assessed Value (Real)		\$20,000,000	\$75,000,000	\$75,000,000
Total Assessed Value (Personal)			\$12,600,000	\$11,480,000
	\$14,000,000.00		\$12,600,000	\$11,480,000
County taxes at .74		\$148,000	\$648,240	\$639,952
Grant @ 85 %		\$125,800	\$551,004	\$543,959
Net Taxes to County		\$22,200	\$97,236	\$95,993
			Taxes	\$ 1,436,192
			Grant	\$ 1,220,763
			Net Taxes to County	\$ 215,429

City of Concord Economic Development Grant Analysis

		Year 1	Year 2	Year 3
Total Assessed Value (Real)		\$20,000,000	\$75,000,000	\$75,000,000
Total Assessed Value (Personal)		\$0	\$12,600,000	\$11,480,000
	\$14,000,000.00		\$12,600,000	\$11,480,000
City taxes at .48		\$96,000	\$420,480	\$415,104
Grant @ 85 %		\$81,600	\$357,408	\$352,838
Net Taxes to City		\$14,400	\$63,072	\$62,266
			Taxes	\$ 931,584
			Grant	\$ 791,846
			Net Taxes to City	\$ 139,738

Note: Grants Subject To Governmental Body Approval.

GRANT TOTAL: \$ 2,012,610



PROJECT INDEPENDENCE

Company's Legal Name: Ocado Solutions USA, Inc.

Company Representative:

Name and Title: Paul Clermont, North American Tax Manager

Address: 1660 International Drive, Ste. 400, McLean, VA 22102

Phone: (302) 312-9703

Email: paul.clermont@ocado.com

Website: <https://www.ocadogroup.com/about-us/ocado-solutions>

State of Incorporation: Delaware

Nature of Business: NAICS: 541330 - Engineering Services

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

Proposed New or Additional Cabarrus Facility:

Address/Location: 227 Hwy 49, Concord, NC

Square Feet: 200,000+

Lease or Purchase: Purchase

Project Summary:

This application is for a new potential project in North Carolina, driven by a partnership between Ocado Solutions USA, Inc. (Ocado), and Kroger Fulfillment Network LLC, a new subsidiary of The Kroger Co. (Kroger).

Ocado has entered into a strategic partnership with Kroger to construct robotically automated customer fulfillment centers (FCs) in select locations in the United States. Through Ocado's proprietary robotic software, the FCs will provide an innovative high-tech solution to enhance Kroger's direct-to-consumer fulfillment functions. As part of the roll-out of these facilities,

Ocado and Kroger are taking a regional approach, with southcentral North Carolina and northern South Carolina being a targeted region.

Investment – Total Investment:

Real Property: \$0

Personal Property: \$50,000,000

Timing of Investment (provide breakdown of investment for each year):

<u>New Investment</u> By Year	2021	2022	2023	2024	2025	3-Year TOTAL	5-Year TOTAL
Real Property	\$0	\$0	\$0	\$0	\$0		\$0
Tangible Personal Property	\$6,000,000	\$40,000,000	\$2,000,000	\$2,000,000	\$0	\$48,000,000	\$50,000,000
Total Investment	\$6,000,000	\$40,000,000	\$2,000,000	\$2,000,000	\$0	\$48,000,000	\$50,000,000

The total project investment will consist of \$50 million solely in personal property related to proprietary robotics equipment and the supporting technology infrastructure grid at the project facility.

When will project be in operation?: Q4 2023

New Job Creation Full Time: 30

Average Wages: \$60,000

Benefits Offered (y/n): Yes

Project Independence - Component O



Cabarrus County Economic Development Grant Analysis

		Year 1	Year 2	Year 3
Total Assessed Value (Real)				
Total Assessed Value (Personal)		\$5,400,000	\$40,920,000	\$38,980,000
	\$6,000,000	\$5,400,000	\$4,920,000	\$4,380,000
	\$40,000,000		\$36,000,000	\$32,800,000
	\$2,000,000			\$1,800,000
County taxes at .74		\$39,960	\$302,808	\$288,452
Grant @ 85 %		\$33,966	\$257,387	\$245,184
Net Taxes to County		\$5,994	\$45,421	\$43,268
			Taxes	\$ 631,220
			Grant	\$ 536,537
			Net Taxes to County	\$ 94,683

City of Concord Economic Development Grant Analysis

		Year 1	Year 2	Year 3
Total Assessed Value (Real)				
Total Assessed Value (Personal)		\$5,400,000	\$40,920,000	\$38,980,000
	\$6,000,000	\$5,400,000	\$4,920,000	\$4,380,000
	\$40,000,000		\$36,000,000	\$32,800,000
	\$2,000,000			\$1,800,000
City taxes at .48		\$25,920	\$196,416	\$187,104
Grant @ 85 %		\$22,032	\$166,954	\$159,038
Net Taxes to City		\$3,888	\$29,462	\$28,066
			Taxes	\$ 409,440
			Grant	\$ 348,024
			Net Taxes to City	\$ 61,416

Note: Grants Subject To Governmental Body Approval.

GRANT TOTAL: \$ 884,561



Petition for Closure of Right-of-Way
(Type or print in black ink)

Applicant: Niblock Homes, LLC Date: 10/26/2021
Applicant's address: 759 Concord Pkwy N, Suite 20, Concord, NC 28027

Applicant's telephone: Home: Work: (704) 788-4818
Location of right-of-way proposed for closure (name, paved, unpaved, etc.):
Portion of 40 ft. R/W of Lucky Drive NW (a.k.a. North Drive) as shown on MB 12 PG 38 and MB 7 PG 57.

List all adjoining property owners, other than applicant (use additional page, if necessary):
Name: Niblock Homes, LLC Name:
Address: 759 Concord Pkwy N, Suite 20 Address:
Concord, NC 28027
Name: Name:
Address: Address:

Reason for Petition for Closure of Right-of-Way:
Relocation of Lucky within the property as part of the Red Hill Subdivision

Signature(s) of applicant(s): [Signature] Date: 10/26/2021
William T. Niblock, Authorized Signer Date:
Date:
Date:

- Required Attachments/Submittals:
1. Legal petition (boundary description)
2. Tax map with subject right-of-way delineated
3. Filing fee (check payable to City of Concord) - see the Official Fee Schedule for the applicable fee.
4. Cabarrus County Land Records print-out of names and addresses of all immediately adjacent

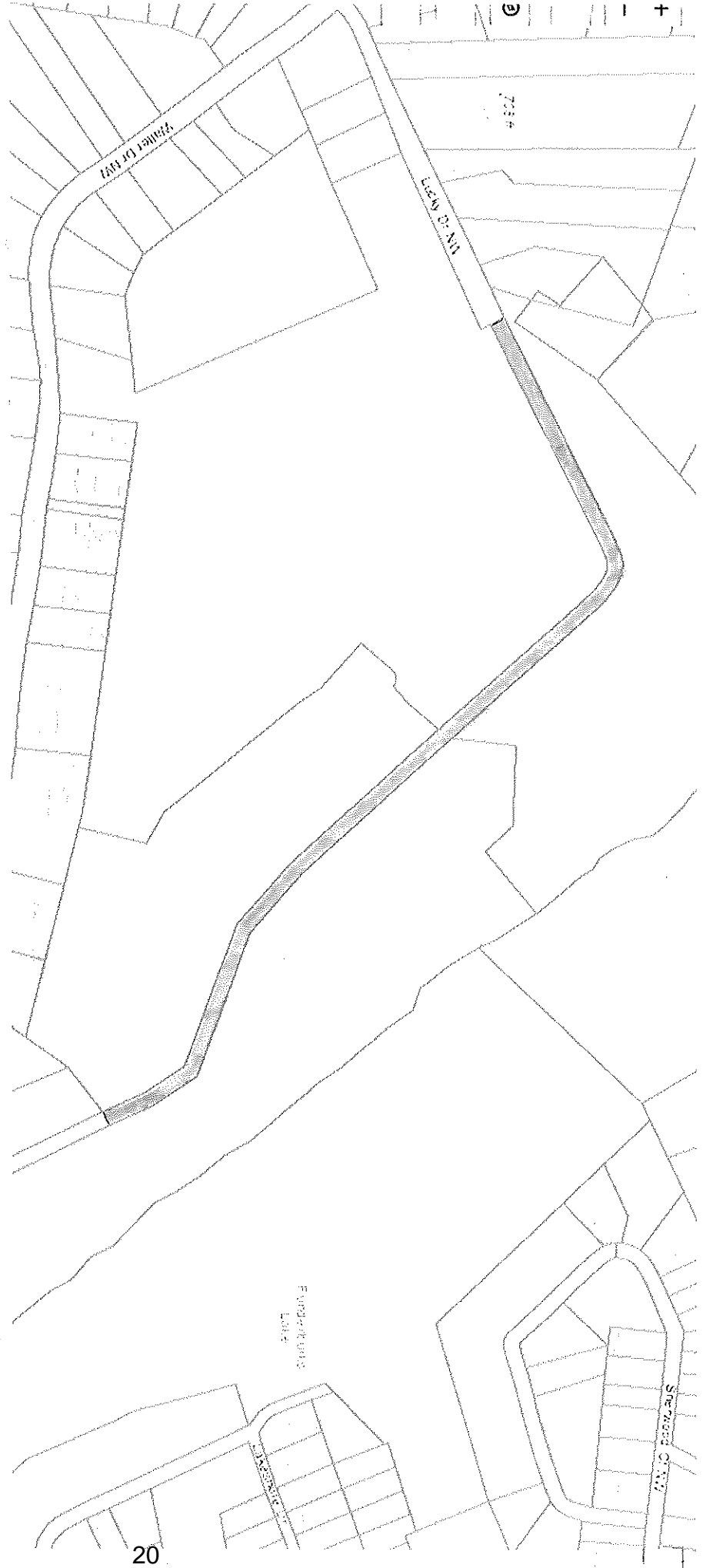
Please submit this application to the Planning & Neighborhood Development Department

Staff Use Only:
Fee: Received by: Date:

Planning & Neighborhood Development
35 Cabarrus Avenue W • P. O. Box 308 • Concord, NC 28025
Phone (704) 920-5152 • Fax (704) 920-6962 • www.concordnc.gov

Lucky Drive (aka North Drive) Abandonment

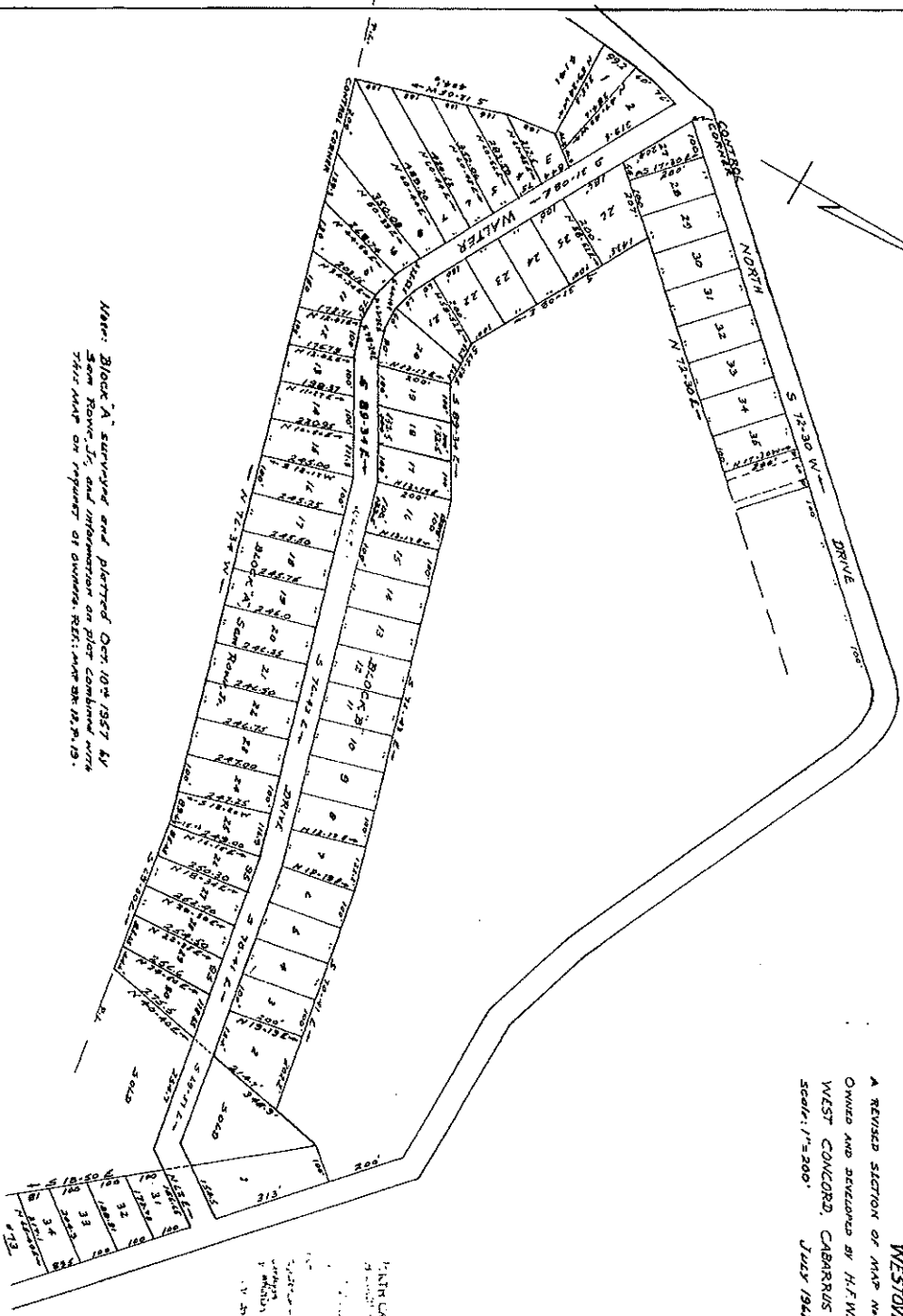
Beginning at a calculated point, said point being located on the southern right-of-way of Lucky Drive (40' Public R/W), said point having NC Grid Coordinates of N 611678.92 and E 1517230.18, said point also being located N 31°23'43" W 784.55 feet from NC Grid Control Point #1 (Grid Coordinates of N 611009.23 and E 1517638.89), said point being located N 53°08'58" E 8.90 feet from a ½" rebar, said point also being a common corner with Lot #1, Westover Map No. 3 (Map Bk. 12, Pg. 38), thence with the southern right-of-way of Lucky Drive (40' Public R/W) the following nine (9) calls: (1) N 23°33'10" W 119.45 feet to a bent 5/8" rebar; (2) N 32°58'02" W 124.29 feet to a RR Spike; (3) N 68°48'17" W 394.38 feet to a 5/8" rebar; (4) N 47°46'49" W 209.63 feet to a 5/8" rebar; (5) N 41°10'40" W 1025.73 feet to a 5/8" rebar; (6) N 78°57'28" W 82.86 feet to a 5/8" rebar; (7) N 89°23'36" W 39.09 feet to a 5/8" rebar; (8) S 69°34'05" W 244.66 feet to a bent 5/8" rebar; (9) S 66°20'30" W 398.69 feet to a calculated point, said point being located N 22°56'11" W 28.33 feet from a ½" rebar; thence N 22°56'11" W 40.03 feet to a calculated point, said point being located on the northern right-of-way of Lucky Drive (40' Public R/W); thence with the northern right-of-way of Lucky Drive (40' Public R/W) the following nine (9) calls: (1) N 66°24'53" E 397.15 feet to a 5/8" rebar; (2) N 69°28'21" E 255.38 feet to a 5/8" rebar; (3) S 89°08'00" E 49.85 feet to a 5/8" rebar; (4) S 78°49'10" E 100.04 feet to a 2" pipe; (5) S 41°13'02" E 1036.97 feet to a calculated point; (6) S 47°46'49" E 199.90 feet to a calculated point; (7) S 68°48'17" E 399.89 feet to a calculated point; (8) S 32°58'02" E 140.51 feet to a calculated point; (9) S 23°33'10" E 122.12 feet to a calculated point; thence crossing said road S 65°33'36" W 40.01 feet to the POINT AND PLACE OF BEGINNING and containing 2.438 AC.



Book 12 page 38

28
38

WESTOVER
A REVISION SECTION OF MAP No. 3 OF WESTOVER, BLOCK 25
OWNED AND DEVELOPED BY H.F. WALTER / A.F. WALTER
WEST CONCORD, CABARRUS COUNTY, N. C., No. 2 Twp.
Scale: 1"=200' JULY 1942 A.C. BROWN, R.L.S.

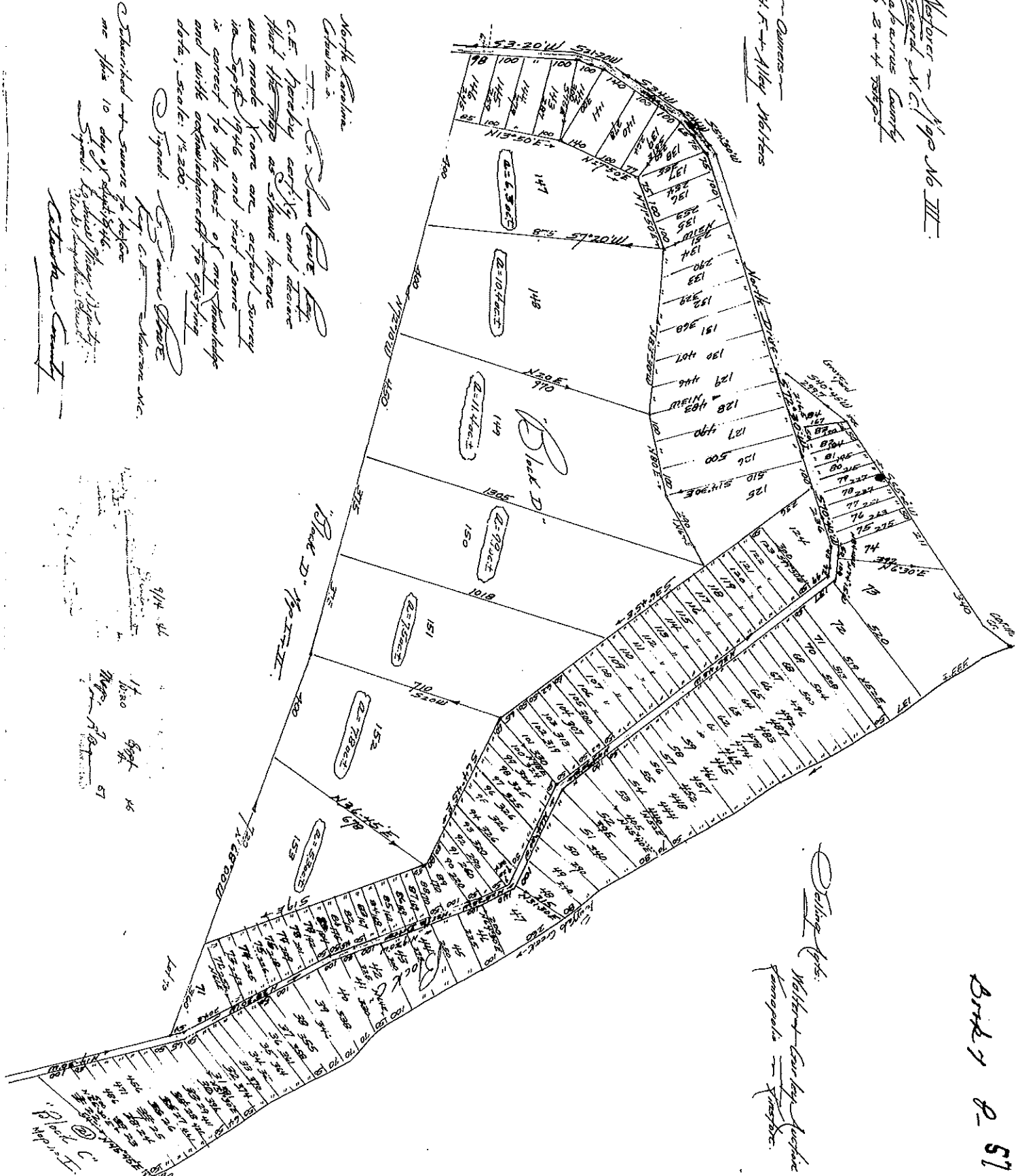
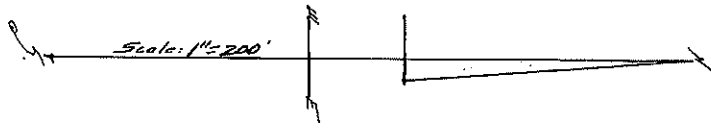


Map: Block A surveyed and plotted Oct 10th 1937 by
Sam Rowe, Jr., and information on plat combined with
this map on request of owner. REI: AMR DR 12.9.13.

OFFICE REGISTER OF DEEDS
CABARRUS COUNTY, N. C.
Filed for Registration on the
day of _____, 1942, at _____
and registered in record of
_____ Page _____
_____ Register of Deeds

Master Map No. III.
 Cabarrus County
 No. 2 of 4 1882

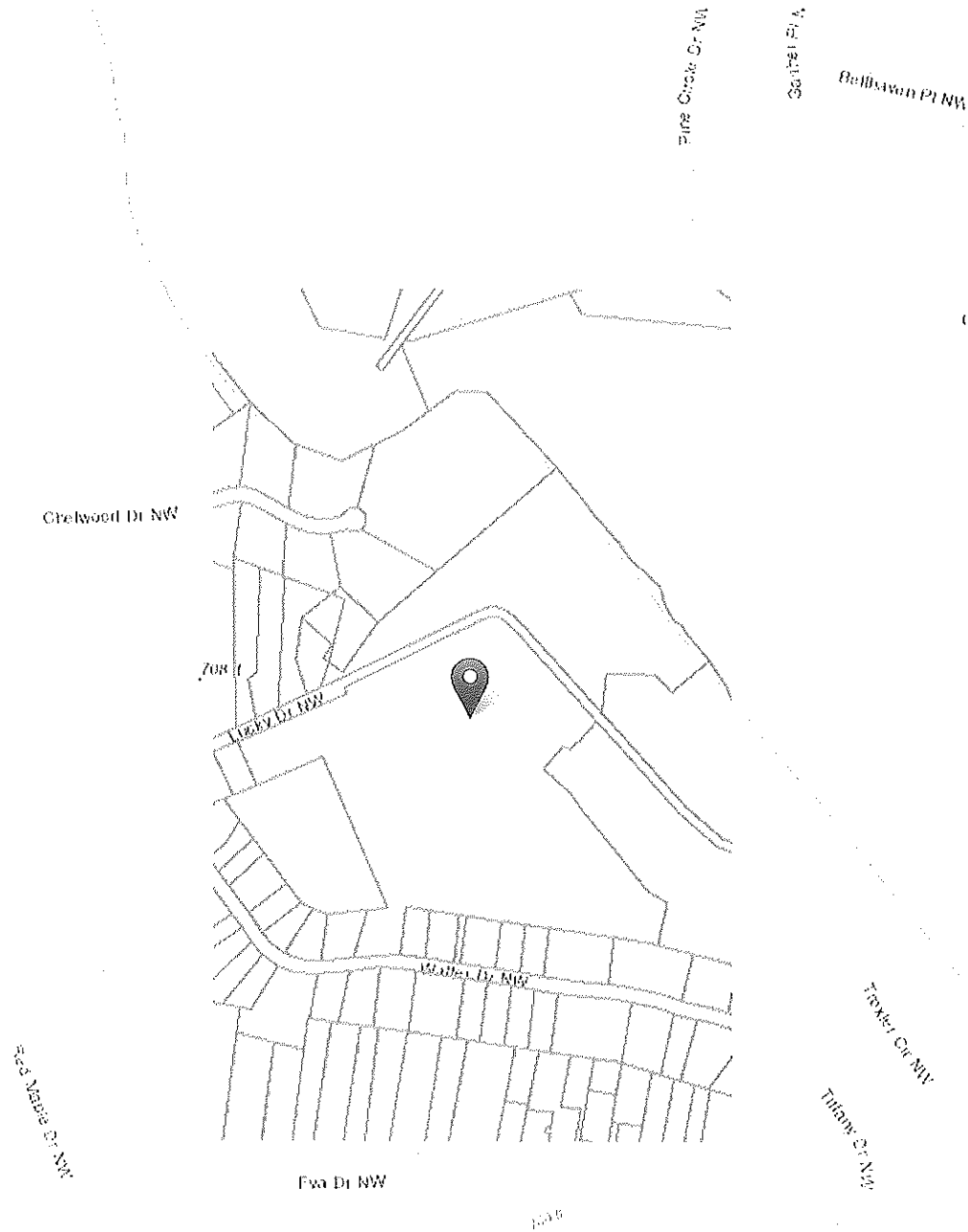
Owners -
 H. F. + Alley Melhans



North Carolina
 Chowhoke
 T. J. Lane Co. by
 C. E. Hordley cert. by and sworn
 that the map as shown hereon
 was made from an actual survey
 in Sept. 1946 and that same
 is correct to the best of my knowledge
 and with certain exceptions to specify
 data, scale: 1"=200'.
 Signed: C. E. Hordley
 by C. E. Hordley
 Surveyor No. 1144
 Cabarrus County

Delving York
 Melhans Car by Justice C
 Pompaola - Justice

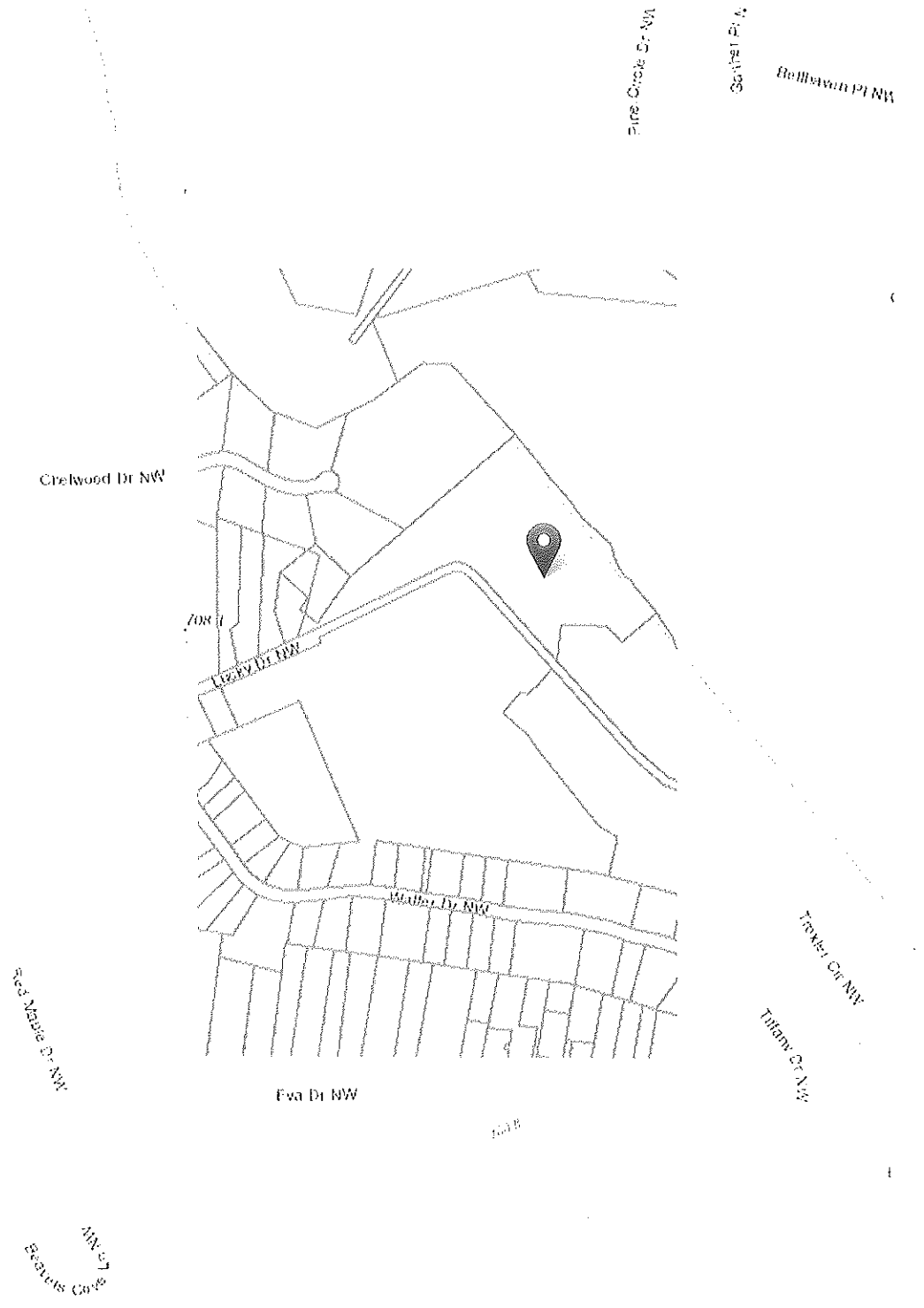
Book 2-57



REC-57
 REGISTRAR'S OFFICE

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

Physical Address:	2976 WALTER DR NW CONCORD NC 28027	PIN14:	56115285130000
Account Name 1:	NIBLOCK HOMES LLC	Account Name 2:	
Mailing Address:	759 CONCORD PKWY N STE 20	Mailing City:	CONCORD
Mailing State:	NC	Mailing Zip Code:	28027
Property Real ID:	02-009 -0010.00	Plat Book:	00012
Lot Page:	00038	Land Units:	44.339
Units Type:	AC	Land Value:	\$23



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

Physical Address:	2976 WALTER DR NW CONCORD NC 28027	PIN14:	56115285130000
Account Name 1:	NIBLOCK HOMES LLC	Account Name 2:	
Mailing Address:	759 CONCORD PKWY N STE 20	Mailing City:	CONCORD
Mailing State:	NC	Mailing Zip Code:	28027
Property Real ID:	02-009 -0010.00	Plat Book:	00012
Parcel Page:	00038	Land Units:	44.339
Parcel Type:	AC	Land Value:	\$24



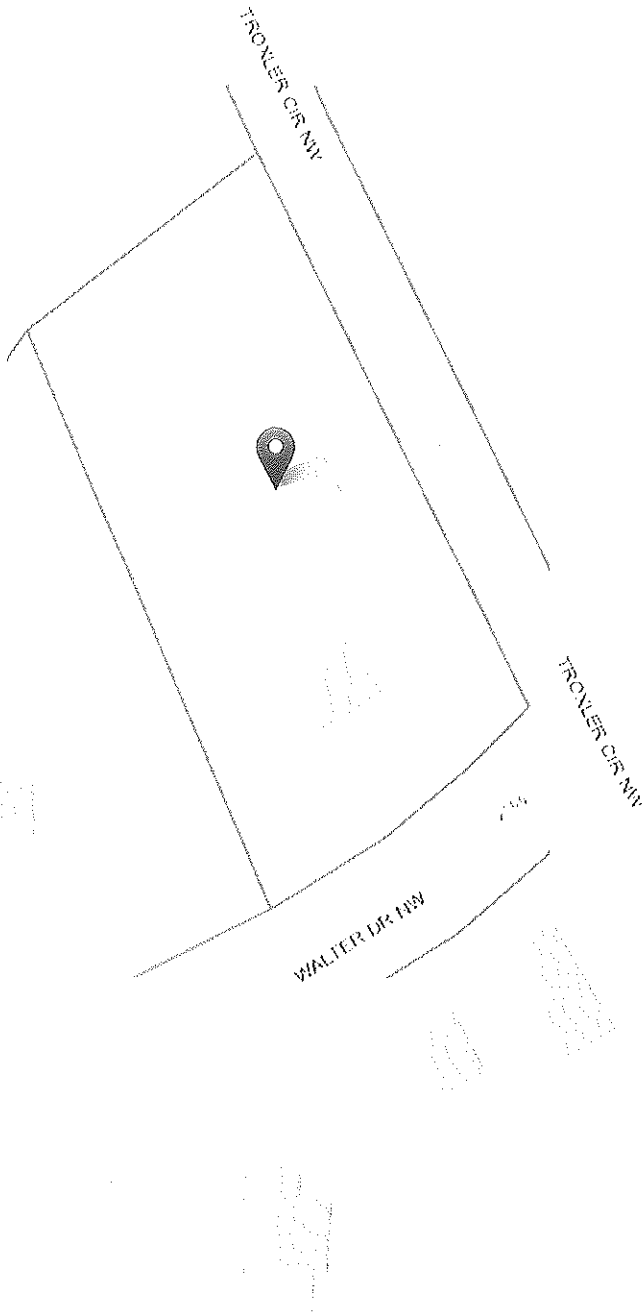
arrus County shall not be held liable for any errors in the data represented on this record. This includes errors of
 .sion, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot
 onstrued to be a legal document. Primary sources from which this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

ysical Address:	500 TROXLER CIR NW CONCORD NC 28027	PIN14:	56116189990000
count Name 1:	NIBLOCK HOMES LLC	Account Name 2:	
illing Address:	759 CONCORD PKWY N STE 20	Mailing City:	CONCORD
illing State:	NC	Mailing Zip Code:	28027
roperty Real ID:	02-009 -0009.00	Plat Book:	00097
it Page:	00057	Land Units:	28.552
its Type:	AC	Land Value:	AC



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

Physical Address:	500 TROXLER CIR NW CONCORD NC 28027	PIN14:	56116189990000
Account Name 1:	NIBLOCK HOMES LLC	Account Name 2:	
Mailing Address:	759 CONCORD PKWY N STE 20	Mailing City:	CONCORD
Mailing State:	NC	Mailing Zip Code:	28027
Property Real ID:	02-009 -0009.00	Plat Book:	00007
Lot Page:	00057	Land Units:	28.552
Units Type:	AC	Land Value:	26



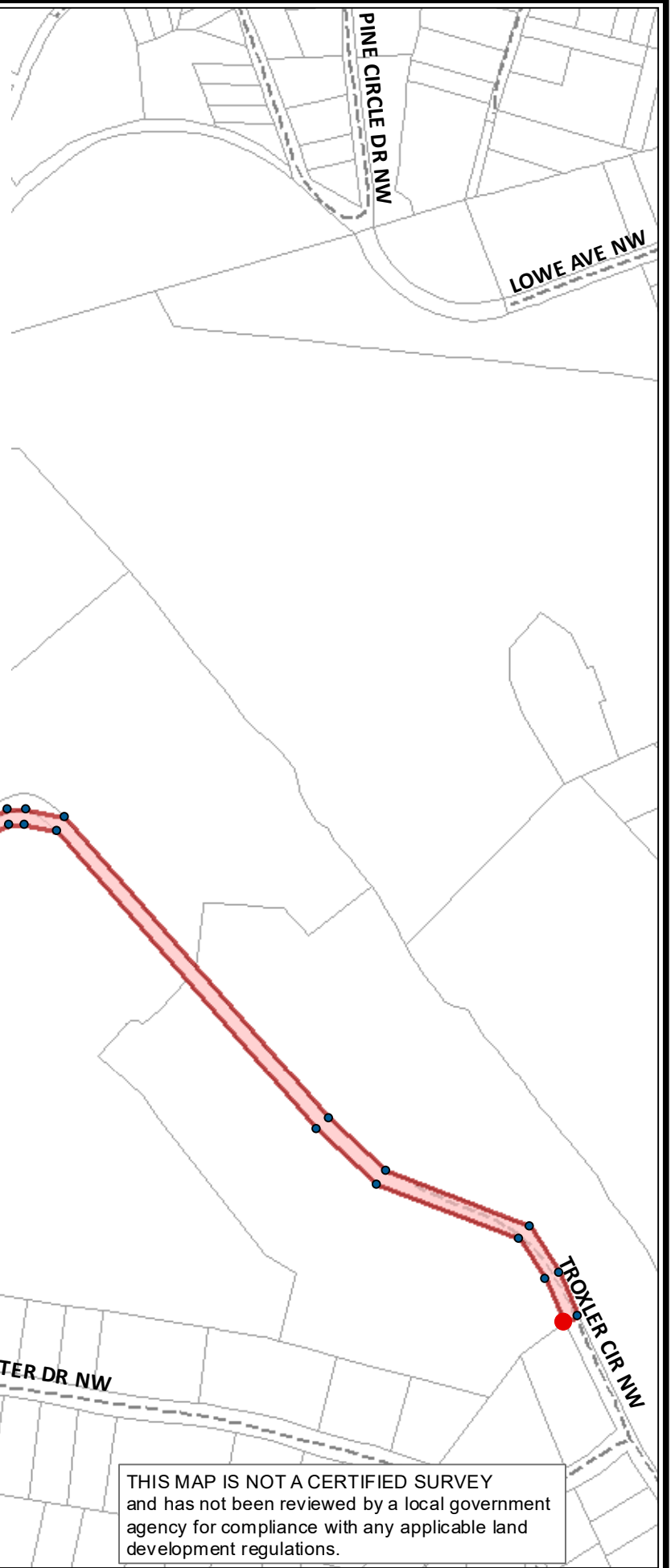
arrus County shall not be held liable for any errors in the data represented on this record. This includes errors of omission, commission, concerning the content of the data, and relative positional accuracy of the data. The data cannot be construed to be a legal document. Primary sources from which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

Physical Address:	2560 WALTER DR NW CONCORD NC 28027	PIN14:	56117125110000
Account Name 1:	NIBLOCK HOMES LLC	Account Name 2:	
Mailing Address:	759 CONCORD PKWY N STE 20	Mailing City:	CONCORD
Mailing State:	NC	Mailing Zip Code:	28027
Property Real ID:	02-010 -0008.00	Plat Book:	00012
Lot Page:	00038	Land Units:	1.07
Lot Type:	AC	Land Value:	A67

Point of Beginning (POB) E 1517230.18, N 611678.92

Edge Table

Edge	Bearing & Distance
E1	N23°33'10"W for 119.45'
E2	N32°58'02"W for 124.29'
E3	N68°48'17"W for 394.38'
E4	N47°46'49"W for 209.63'
E5	N41°10'40"W for 1025.73'
E6	N78°57'28"W for 82.86'
E7	N89°23'36"W for 39.09'
E8	S69°34'05"W for 244.66'
E9	S66°20'30"W for 398.69'
E10	N22°56'11"W for 40.03'
E11	N66°24'53"E for 397.15'
E12	N69°28'21"E for 255.38'
E13	S89°08'00"E for 49.85'
E14	S78°49'10"E for 100.04'
E15	S41°13'02"E for 1036.97'
E16	S47°46'49"E for 199.9'
E17	S68°48'17"E for 399.89'
E18	S32°58'02"E for 140.51'
E19	S23°33'10"E for 122.12'
E20	S65°33'36"W for 40.01'



THIS MAP IS NOT A CERTIFIED SURVEY and has not been reviewed by a local government agency for compliance with any applicable land development regulations.

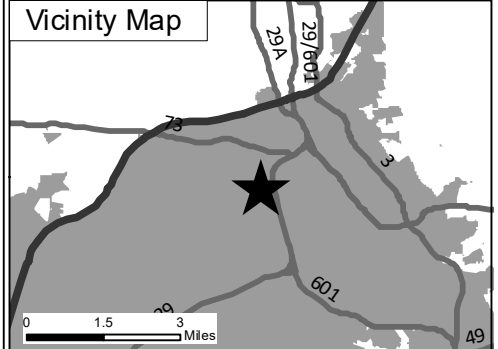
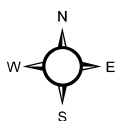


Right-of-Way Map City of Concord, NC

Lucky Dr Right-of-way Proposed Closure

Legend

- Mapped Legal Description
- Street Centerline
- Parcel Boundaries



1 inch = 400 feet

Coordinate System: NAD 1983 State Plane NC FIPS 3200

Map prepared by City of Concord
Planning & Neighborhood Development Department

A RESOLUTION ORDERING THE CLOSING OF A PORTION OF LUCKY DRIVE NW

WHEREAS, on the 9th day of December, 2021, the City Council for the City of Concord directed the City Clerk to publish the Resolution of Intent of the City Council to consider the closing a portion of Lucky Dr. NW in the Independent Tribune newspaper once each week for four successive weeks, such resolution advising the public that a meeting would be conducted in the City Hall at 35 Cabarrus Avenue, West, Concord, N.C., on January 13, 2022.

WHEREAS, the City Council on the 9th day of December, 2021, ordered the City Clerk to notify all persons owning property abutting on that portion of the right-of-way, as shown on the county tax records, by registered or certified mail, enclosing with such notification a copy of the Resolution of Intent; and

WHEREAS, the City Clerk has advised the City Council that she sent a letter to each of the abutting property owners advising them of the day, time and place of the meeting, enclosing a copy of the Resolution of Intent, and advising the abutting property owners that the question as to closing that portion of the alley would be acted upon, said letters having been sent by registered or certified mail; and

WHEREAS, the City Clerk has advised the City Council that adequate notices were posted on the applicable street(s) as required by G.S. 160A-299; and

WHEREAS, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the closing of said street in the public hearing held on the 13th day of January, 2022; and

WHEREAS, it now appears to be to the satisfaction of the City Council that the closing of said portion of street is not contrary to the public interest and that no individual owning property, either abutting the street or in the vicinity of the street, will as a result of the closing be thereby deprived of a reasonable means of ingress and egress to his property;

NOW, THEREFORE, the area described below is hereby ordered closed, and all right, title, and interest that may be vested in the public to said area for street purposes is hereby released and quitclaimed to the abutting property owner in accordance with the provisions of N.C.G.S. §160A-299;

Beginning at a calculated point said point being located on the southern right-of-way of Lucky Drive (40' Public R/W), said point having NC Grid Coordinates of N 611678.92 and E 1517230.18, said point also being located N 31°23'43" W 784.55 feet from NC Grid Control Point #1 (Grid Coordinates of N 611009.23 and E 1517638.89), said point being located N 53°08'58" E 8.90 feet from a ½" rebar, said point also being a common corner with Lot #1, Westover Map No. 3 (Map Bk. 12, Pg. 38), thence with the southern right-of-way of Lucky Drive (40' Public R/W) the following nine (9) calls: (1) N 23°33'10" W 119.45 feet to a bent 5/8" rebar; (2) N 32°58'02" W 124.29 feet to a RR Spike; (3) N 68°48'17" W 394.38 feet to a 5/8" rebar; (4) N 47°46'49" W 209.63 feet to a 5/8" rebar; (5) N 41°10'40" W 1025.73 feet to a 5/8" rebar; (6) N 78°57'28" W 82.86 feet to a 5/8" rebar; (7) N 89°23'36" W 39.09 feet to a 5/8" rebar; (8) S 69°34'05" W 244.66 feet to a bent 5/8" rebar; (9) S 66°20'30" W 398.69 feet to a calculated point, said point being located 22°56'11" W 28.33 feet from a ½" rebar; thence N 22°56'11" W 40.03 feet to a calculated point, said point being located on the northern right-of-way of Lucky Dr (40' Public R/W); thence with the northern right-of-way of Lucky Dr. (40' Public R/W) the following nine (9) calls: (1) N 66°24'53" E 397.15 feet to a 5/8" rebar; (2) N 69°28'21" E 255.38 feet to a 5/8" rebar; (3) S 89°08'00" E 49.85 feet to a 5/8" rebar; (4) S 78°49'10" E 100.04 feet to a 2" pipe; (5) S 41°13'02" E 1036.97 feet to a calculated point; (6) S 47°46'49" E 199.90 feet to a calculated point; (7) S 68°48'17" E 399.89 feet to a calculated point; (8) S 32°58'02" E 140.51 feet to a calculated point; (9) S 23°33'10" E 122.12 feet to a calculated point; thence crossing said road S 65°33'36" W 40.01 feet to the POINT AND PLACE OF BEGINNING and containing 2.438 acres.

The Mayor and the City Clerk are hereby authorized to execute quitclaim deeds or other necessary documents in order to evidence vesting of all right, title and interest in those persons owning lots or parcels of land adjacent to the street or alley, such title, for

the width of the abutting land owned by them, to extend to the centerline of the herein closed street (with provision for reservation of easements to the City of Concord for utility purposes) in accordance with the provision of G.S. 160A-299(c).

The City Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Cabarrus County a certified copy of this resolution and order.

This the 13th day of January, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch Mayor

ATTEST:

Kim Deason, City Clerk



DATE: December 21st, 2021
CASE: TA-13-21 Text Amendment (Historic Handbook)
PREPARED BY: Starla Rogers – Planning & Neighborhood
Development Manager

BACKGROUND

The Historic Preservation Commission unanimously voted on November 10th to change their regularly scheduled meeting time. Previously the meetings had been held on the second Wednesday of the month at 6:30 p.m. The Commission voted to keep the meeting day but to rescheduled the time to 6:00 p.m. effective the next regularly scheduled meeting. Because the meeting day and time are listed in the Historic Handbook, the Handbook must be revised to reflect the Commission’s action. A redlined version of the section to be modified has been included in the Commission’s packets for review. No other section of the Historic Handbook is proposed for amendment.

- Provide technical advice to property owners concerning restoration and the treatment of architectural features.
- Delay the demolition of important structures within Historic Districts for up to 365 days in order to explore alternatives.
- Make recommendations to the Board of Adjustment and the Planning and Zoning Commission regarding proposed zoning changes and related matters within the Districts.

The Commission meets the second Wednesday of each month at 6:00 6:30 p.m. in the City Council Chambers of City Hall (35 Cabarrus Avenue West). Since the Commission is a quasi-judicial body under North Carolina law, certain rules of procedure must be followed. These procedures include official notification of adjacent property owners, public advertisement in the newspaper, and placement of a public hearing sign on the property.

The Commission's review criteria for Certificates of Appropriateness include taking into account the historic and visual aspects that give the Districts their character, as well as reviewing the proposal's compatibility. Additional information on approval criteria may be found in the Appendix A, The Secretary of the Interior's Standards for Rehabilitation and in Article 9 – Section 8 of the City of Concord Development Ordinance.

B. OBTAINING A CERTIFICATE OF APPROPRIATENESS

Prior to new construction, demolition, installation of permanent identification signs, and most alteration and rehabilitation activities within the Districts, a Certificate of Appropriateness must be obtained. Alterations to the interior of the structures are not subject to Certificates of Appropriateness. In some matters the City of Concord Planning and Neighborhood Development Department can issue a Certificate. If the proposed alteration is one that the Planning and Neighborhood Development Department can approve, then the applicant does not have to go before the Historic Preservation Commission. The types of work for which Certificates are required are shown in the "Approval Requirement Needs" section at the beginning of the Handbook.

The alteration of any site or exterior feature which is not specifically listed in the "Approval Requirement Needs" table will require approval by the Historic Preservation Commission for a Certificate of Appropriateness. The Zoning Administrator shall have the option of referring any item that could be approved within the Planning and Neighborhood Development Department to the Historic Preservation Commission for approval.

A property owner must obtain a Certificate of Appropriateness prior to the issuance of a building permit, or any other permit required by the City for construction, alteration, or demolition of a structure within a District. Prior to beginning work on a house or property (including extensive tree pruning and removal), the owner should contact the City's Planning and Neighborhood Development Department for a determination on whether a Certificate of Appropriateness will be required.

**AN ORDINANCE AMENDING THE ZONING ORDINANCE AND HISTORIC HANDBOOK
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 subsection of “Historic Handbook Chapter 3, Section A” be amended to the following:

- The Commission meets the second Wednesday of each month at 6:00 p.m. in the City Council Chambers of City Hall (35 Cabarrus Avenue West). Since the Commission is a quasi-judicial body under North Carolina law, certain rules of procedure must be followed. These procedures include official notification of adjacent property owners, public advertisement in the newspaper, and placement of a public hearing sign on the property.

SECTION 2: That all remaining Articles and Sections of this Ordinance be renumbered to include the newly created Articles and Sections.

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

Adopted in this January 13th, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

DATE: December 21, 2021
CASE: TA-12-21 Text Amendment (Article 7 - Townhomes)
PREPARED BY: Kevin Ashley, AICP –Deputy Planning Director

BACKGROUND

As the Commission is aware, the staff has been in the process of revising the Concord Development Ordinance (CDO) to respond to the recommendations contained in the 2030 Land Use Plan. We have been incrementally working on the revisions with the assistance of Tindale Oliver and Michael Lauer Planning.

One of the remaining items is the revision to the townhome requirements. As we have discussed previously, townhome developments (single family attached) pose challenges that are not present with single family detached developments. These challenges include, but are not limited to utility provision (water, sewer, etc.), garbage collection, parking and maneuvering and landscaping.

The item has been posted for comment and notice of the amendment was sent to nearly 300 persons via email. The amendment has been posted on the City's webpage for comment. These changes have also been reviewed by the Planning Technical Team (PTT) at two separate meetings. It was the consensus of the PTT to require townhomes to be served by a rear alley or parking area.

The Executive Summary (which was posted online) and the proposed ordinance is attached.

As of the date of the report, five (5) comments have been received, and those are attached. Staff requested that written comments be submitted by November 30 for Commission consideration as this item is not public hearing.

The City's staff will provide a thorough presentation of the proposed ordinance to ensure that the Commission understands the changes.

At the consensus of the Commission, the item can be referred to City Council for public consideration at the January meeting.

DATE: October 29, 2021

CASE: Executive Summary for Townhome/Townhouse
Development Regulations

PREPARED BY: Kevin Ashley, AICP –Deputy Planning Director

BACKGROUND

This memorandum is intended to serve as a summary to describe the proposed revisions to Article 7 (Base Zoning Districts) as they relate to minimum standards for townhome development. (Note that the NC Building Code designates them as “townhouses”.)

The City adopted the 2030 Land Use Plan (LUP) in 2018 and these revisions are part of a wholesale rewrite of the Concord Development Ordinance (CDO) to align the ordinance with the recommendations contained in the LUP. Furthermore, the last wholesale revision of the CDO occurred in 2007 and this effort is intended to modernize the development standards and to make the ordinance more user-friendly.

The City has previously adopted changes to the CDO relative to conservation subdivisions, permitted uses and wholesale changes to Articles 5, 7, 8, 9 and 10 (known as “Group One” changes.) These changes were prepared by staff with the assistance of the consultant team (Tindale-Oliver and Michael Lauer Planning.) The townhome regulations were intended to be part of the Group One changes, but the staff felt that more research and detail would be necessary. Additional changes were adopted in February 2021 (“Group Two” changes) and formatting and cross-reference changes to reflect statutory requirements set forth in NCGS 160-D were in June of 2021. Changes to townhome regulations were originally drafted in the latter part of 2020, but were delayed to allow staff to revise the requirements.

The CDO defines a townhome (or townhouse) as “A single-family dwelling unit constructed in a series, group or row of attached units separated by property lines and with a yard on at least two sides. (Source: North Carolina State Building Code, Vol. 1, § 201.2 and Vol. VII, § 202).

In terms of development styles, townhomes are typically either developed as “front-load” or “rear-load” units. Front-load units have their driveways and/or garages from a major street at the front of the homes whereas rear-load units take access

off of an alley or a common parking area. Here is an example of front-loaded townhomes without garages (Settler's Landing) as well as a photo of front-loaded units with garages (Edison Square).



These are examples of rear-loaded units with the street and alley views (Afton Village and Christenbury Village).



The nature of townhome development, coupled with our zoning regulations, pose several challenges related to administration. These include:

- Closely spaced prominent driveways which lead to safety concerns on front load units;
- Lack of front yards and landscaping;
- Difficulty in provision of public services such as trash and garbage collection;
- Smaller lot sizes which, which coupled with driveway location, lead to utility conflicts; and
- Inability to provide enough space for healthy street trees due to the above factors.

The Settler's Landing and Edison Square examples above are indicative of the type of townhome development that is being proposed in Concord. These examples also illustrate the type of design issues cited above in that the lots are narrow, have driveways that take up most of the front yard and street trees and front landscaping are limited. The photos also indicate that the lack of separation between driveways (due to the narrowness of the lot) leaves no room for the garbage cans and no room for on-street parking without blocking a driveway. The narrow nature of the lots and the resultant increased number of driveways in a shorter street frontage have created maneuvering conflicts, particularly on higher traffic streets, such as collectors. Furthermore, the lack of driveway separation has led to conflicts between neighbors in the past.

The rear-loaded examples cited allow for front yard landscaping and on-street parking, but they are more costly to develop as it is necessary to construct a corresponding alley for access to the driveway/garage, and garbage pickup must be well thought out and coordinated. With rear-loaded units there is adequate room to provide street trees as the driveways are in the rear. In most instances, rear load units are easier to serve in terms of public utilities.

In our internal discussions, staff has discussed ways to achieve more rear-loaded townhomes in order to obtain a better mix as almost all proposed and constructed units are front-loaded. The proposed ordinance change will require all townhomes to be served by an alley or parking area at the rear of the property.

SUMMARY

Main features of the proposed revisions to Section 7.7.4 include:

- All attached homes are required to front on a public or private street, or a open space such as a town square, and are required to be served by either a rear alley or a common parking area.
- Alleys are to be constructed to a minimum width of twelve (12) feet for one-way traffic and sixteen (16) feet for two-way traffic.
- Minimum setbacks are ten (10) feet from all streets. Setbacks from the alley to the garage are also a minimum of ten (10) feet. Groups of structures are proposed to be a minimum of fifteen (15) feet apart.
- Two off-street parking spaces are required per unit and may be provided within a garage. In lieu of providing parking on the individual parcel, part or all of the required parking may be provided on-street or within a common parking area. Additional parking (for visitors) is required at the rate of one space per two units and may also be provide on-street or within a common parking area.
- Off-street parking is required along one side of the main street. Curb extensions are required on the street to provide adequate room for street trees.
- Duplex and triplex projects, which have shared driveways and are on existing lots of record, as of the date of adoption of the ordinance, are exempt from these requirements.

These changes are intended to provide clear guidance relative to new townhome development and to ultimately achieve safer and more efficient design. The changes are also intended to help the City achieve safe and simpler provision of public services/utilities and to provide for the establishment of a desirable street tree canopy.

7.7.4 E. Special Standards for Townhouses

Purpose: The City of Concord recognizes that the physical characteristics of townhouse developments pose a distinct set of service challenges as compared to traditional detached single-family developments. The following standards are intended to provide for 1) the safe movement of vehicles and pedestrians; 2) an adequate amount of resident and visitor parking; 3) the safe provision of public utilities and services; 4) the provision of green space; and 5) the creation of a functional, healthy and sustainable permanent shade tree canopy.

1. All townhouse units shall front on a public or a private street or on an improved open space such as a town square, park or a green and shall be served by a rear alley. Alleys shall be at least twelve (12) feet in paved width to accommodate one-way traffic and at least sixteen (16) feet in paved width to accommodate two-way traffic. Individual driveways are permissible only on alleys. Parking within the pavement of the alley shall be prohibited.
2. Per Section 10.2.5 all private streets shall be constructed to public street standard with the exception of alleys. Construction details for alleys are included in Article 2 of the Technical Standards Manual (TSM).
3. Alleys shall be designed with a minimum turning radius of thirty (30) feet where they intersect streets and shall be constructed in such a manner as to allow service vehicles to complete turns within the boundary of the alley. Alleys shall be designed in such a manner as to be interconnected to allow through traffic and to avoid dead ends.
4. Side yards are not required for interior townhouses, but a minimum street setback of ten (10) feet shall be provided along front and corner yards, and building separation requirements of fifteen (15) feet shall be maintained for all groups of townhouse units. Where lot lines are not established or where units are condominiumized, the building setback shall be measured from the back of sidewalk.
5. Two off-street parking spaces shall be required per unit, and may be provided within a garage. In lieu of providing the required parking spaces on the individual parcel, either a portion of, or all of the required spaces may be provided on-street or within a common off-street parking area.
6. In addition to the required parking spaces for each unit, parking to accommodate visitors shall be provided at a rate of one space for each two units, and may be provided either as on-street spaces or within a common off-street parking area (or a combination thereof).
7. Fences and/or walls on the site shall be constructed in such a manner as to allow unobstructed access to all utility meters and easements.
8. On street parking shall be provided along at least one side of the public or private street. On the side(s) of the street where parking occurs, the planting strip for street trees may be eliminated, but the sidewalk

shall still be required. In lieu of the eliminated planting strip, foundation plantings comprised of woody shrubs with a mature height of no more than four (4) feet shall be installed at a four (4) foot spacing along the building foundation.

9. On the side of the street where no parking is proposed, street trees shall be planted in accordance with Section 11.7.4. In order to provide a traffic calming measure and to ensure a street tree canopy, curbs shall be extended out in the areas of required building separation between groups of structures to create “bump-outs *” for the planting of street trees. Street trees shall be installed in bump outs at the end of parallel parking spaces.
10. The minimum setback from the alley (for the garage) is ten (10) feet measured from the exterior building wall of the structure to the edge of pavement. No minimum side setbacks are required for detached garage structures.
11. All gas, electric service meter points and fiberoptic services shall be located in the rear. City owned water meters or sewer cleanouts shall not be installed within the limits of the townhouse driveway.
12. Adequate space shall be provided along the alley for safely storing garbage and recycling receptacles without interfering with the maneuvering area within the alley.
13. For purposes of these regulations, duplexes and triplexes with common or shared driveways, proposed on existing lots of record at the date of adoption of this ordinance (xx/xx/xxxx) shall not be considered townhouses.

*Bump-out: A curb extension on residential or low volume streets that create an effect to calm traffic and to slow traffic speeds considerably.

From: [Scott Sherrill](#)
To: [Kevin Ashley](#)
Subject: FW: Daily Engagement Summary for Scott Sherrill
Date: Thursday, November 4, 2021 7:54:23 AM

From: PublicInput.com Daily Updates <support@publicinput.com>
Sent: Thursday, November 4, 2021 7:02 AM
To: Scott Sherrill <sherrills@ConcordNC.gov>
Subject: Daily Engagement Summary for Scott Sherrill

[NOTICE: EXTERNAL EMAIL]



Here are engagement stats from the past 24 hours for your projects and surveys.

Townhome Ordinance Draft

+1 [PARTICIPANTS](#)

+2 [COMMENTS](#)

Recent Comments

John LambertThe proposed changes to the Townhome portion of the CDO undermine the City's desire to create affordable housing for young families and first time homebuyers. The proposed changes will cause the cost to build townhomes to skyrocket and place an undue burden upon valuable residents seeking to purchase an affordable home. This will further bolster the already astronomical number of "Rental Houses" in the City and create a transient resident base. This is not what the City claims to want, and therefore it should change direction on the proposed changes. The parking requirements are excessive and will drive costs up unnecessarily. Instead of requiring 2 parking spaces for every Townhome PLUS ½ a space per unit, update to what has commonly been required for multi family, which is: 1 space for a 1 bedroom, 1.5spaces for a 2 bedroom, 2 spaces for a 3 bedroom. It doesn't make sense to require 2 parking spaces for a 1 bedroom Townhome. In addition, the "visitor parking" should not be required at all. However, if the "2 cars per unit" parking requirement is maintained, then there will be numerous extra marking spots throughout the development. Perhaps consider that if a parking lot is used rather than a private driveway/garage per unit, then the excess parking spots will satisfy all visitor parking requirements. The "off street parking" with curb requirement will cause virtually unlimited complications to this process. This would seem to inundate the City's engineering dept with new street widening projects. Consider removing this requirement all together, but especially if there are other parking options

available. For instance, if there is adequate room for additional parking in the alley, then why require it out on a public street where it is both more dangerous and more disruptive of traffic (which is being cited as the main reason that this update to the CDO is necessary.)

The alley requirement is also an unnecessary and costly requirement that will likely cause prices of townhomes to rise by as much as \$25,000 per unit due to the engineering and construction cost burden to make this happen.

The alley requirement also completely eliminates the ability for a family to have a safe back yard in which children can play or general recreation can occur. This is contrary to the City's desire attract family's and people who enjoy a general pride of ownership of their homes. This fosters a "rental society" where residents are transient and not attempting to create a home in Concord, but rather just a temporary landing place until they can find a home that they can enjoy.

[3 Agree](#) 2 days ago

George Liles believe that it is practical to encourage Townhome design that utilizes rear-load design but am opposed to requiring all townhome design to be rear-load only. Front-load design could continue to be accommodated by utilizing greater setbacks, a ratio of lawn and planting areas to driveway surfaces or a combination of both.

[2 Agree](#) 2 days ago

Proposed requirements undermine affordability that will be passed along to the consumer. Land, materials, and labor costs are only going up!

18 hours ago

As having worked on several townhome developments within the City, I do not see the need of requiring all rear loaded towns since the minimum driveway length is 24' from the garage and minimum driveway separation of 10' for front loaded towns. Currently, rear loaded towns are required along residential collector streets. Examples of front loaded towns, provided in the 10/29 memo (page 2), do not appear to meet the existing requirements for towns.

Comments on proposed 7.7.4.E. Special Standards for Townhouses #s 1. - 13.)

1. Has Fire and Solid Waste vetted the alley widths? Is there a minimum separation width between driveways off the alleys? Should offer a paved alley width that will satisfy a fire lane approved by Fire.
3. Has Fire and Solid Waste vetted a turning radius of 30' for intersecting alleys?
4. Why a front setback of 10' and building separation of 15'? Can these be reduced to a 5' front setback and 10' building separation?
5. A rear loaded 1 car garage will warrant a +20' rear driveway off the garage if on-street parking is not provided for the units.
8. Requirements for current front loaded towns result in street trees on both sides of streets and adequate spacing for growth. Need a proposed street cross-section created for this type of street that includes minimum pavement width, on-street parking width, type of curb and gutter, planting strip, and driveway width. Should incorporate a minimum planting width from face of towns, possibly 4' or 5'.
9. Should include a minimum size for bump out for street trees in areas where on street parking is utilized.
10. A 10' setback garage setback from the alley will result in vehicles blocking the alley. May want to consider a minimum 5' apron and/or minimum 20' driveway.
11. Why limit the dry utilities to the rear of the units in the alley. Never understand the need of water meters and sewer cleanouts outside driveways.
12. What is adequate space in an alley for the outdoor storage of garbage and recycling receptacles?
13. This item raises questions. Moving forward, will 2 single-family attached units be considered a duplex and 3 single-attached attached units be considered a triplex on separate lots or sublots? If so, there appears to be conflicts within the CDO since "townhome does not appear to have a definition. Can consideration be made to consider a townhome a group of 4 or more units and towns in groupings of 2 or 3 not be subject to the proposed requirements?

18 hours ago

Jim Scarbrough agree with the last comment about the added expense for rear-loaded units. I checked with a developer and the cost for just the road in the rear would be about \$15K per unit. That's not good for teachers, blue-collar workers, single parents, first-time homebuyers etc.

2 days ago

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[Privacy policy](#)

||

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 7 "Base Zoning Districts", Section 7.7.4 "Site Elements", Section 7.7.4.E "Special Standards for a Townhouse" be deleted in its entirety.

SECTION 2: That the following section of Concord Development Ordinance (CDO) Article 7 "Base Zoning Districts", Section 7.7.4 "Site Elements", Section 7.7.4.E "Special Standards for a Townhouse" be rewritten as follows:

E. Special Standards for Townhouses

Purpose: The City of Concord recognizes that the physical characteristics of townhouse developments pose a distinct set of service challenges as compared to traditional detached single-family developments. The following standards are intended to provide for 1) the safe movement of vehicles and pedestrians; 2) an adequate amount of resident and visitor parking; 3) the safe provision of public utilities and services; 4) the provision of green space; and 5) the creation of a functional, healthy and sustainable permanent shade tree canopy.

1. All townhouse units shall front on a public or a private street or on an improved open space such as a town square, park or a green and shall be served by a rear alley or common parking area. Alleys shall be at least twelve (12) feet in paved width to accommodate one-way traffic and at least sixteen (16) feet in paved width to accommodate two-way traffic. Individual driveways are permissible only on alleys. Parking within the pavement of the alley shall be prohibited.
2. Per Section 10.2.5 all private streets shall be constructed to public street standard with the exception of alleys. Construction details for alleys are included in Article 2 of the Technical Standards Manual (TSM).
3. Alleys shall be designed with a minimum turning radius of thirty (30) feet where they intersect streets and shall be constructed in such a manner as to allow service vehicles to complete turns within the boundary of the alley. Alleys shall be designed in such a manner as to be interconnected to allow through traffic and to avoid dead ends.

4. Side yards are not required for interior townhouses, but a minimum street setback of ten (10) feet shall be provided along front and corner yards, and building separation requirements of fifteen (15) feet shall be maintained for all groups of townhouse units. Where lot lines are not established or where units are condominiumized, the building setback shall be measured from the back of sidewalk.
5. Driveways from the rear alley shall be no closer than three (3) feet from the interior side property line. Where interior lot lines are not established or where units are condominiumized, six (6) feet is required between driveways;
6. Two off-street parking spaces shall be required per unit, and may be provided within a garage. In lieu of providing the required parking spaces on the individual parcel, either a portion of, or all of the required spaces may be provided on-street or within a common off-street parking area.
7. In addition to the required parking spaces for each unit, parking to accommodate visitors shall be provided at a rate of one space for each two units, and may be provided either as on-street spaces or within a common off-street parking area (or a combination thereof).
8. Fences and/or walls on the site shall be constructed in such a manner as to allow unobstructed access to all utility meters and easements.
9. On street parking shall be provided along at least one side of the public or private street. On the side(s) of the street where parking occurs, the planting strip for street trees may be eliminated, but the sidewalk shall still be required. In lieu of the eliminated planting strip, foundation plantings comprised of woody shrubs with a mature height of no more than four (4) feet shall be installed at a four (4) foot spacing along the building foundation.
10. On the side of the street where no parking is proposed, street trees shall be planted in accordance with Section 11.7.4. In order to provide a traffic calming measure and to ensure a street tree canopy, curbs shall be extended out in the areas of required building separation between groups of structures to create "bump-outs" for the planting of street trees. A bump-out is a curb extension on residential or low volume streets that create an effect to calm traffic and to slow traffic speeds considerably. Street trees shall be installed in bump outs at the end of parallel parking spaces.
11. The minimum setback from the alley (for the garage) is ten (10) feet measured from the exterior building wall of the structure to the edge of pavement. No minimum side setbacks are required for detached garage structures.
12. All gas, electric service meter points and fiberoptic services shall be located in the rear. City owned water meters or sewer cleanouts shall not be installed within the limits of the townhouse driveway.
13. Adequate space shall be provided along the alley for safely storing garbage and recycling receptacles without interfering with the maneuvering area within the alley.

Commented [BL1]: foundation plantings comprised of woody shrubs with a mature height of no more than 4' shall be installed at 4' spacing along building foundation. Street trees shall be installed in chicanes at the end of parallel parking areas.

Commented [BL2]: Chicanes definitely need to be installed where planting strips are eliminated.

Commented [KA3]: Also require chicane on all streets between buildings?

Adopted in this January 13th, 2022.

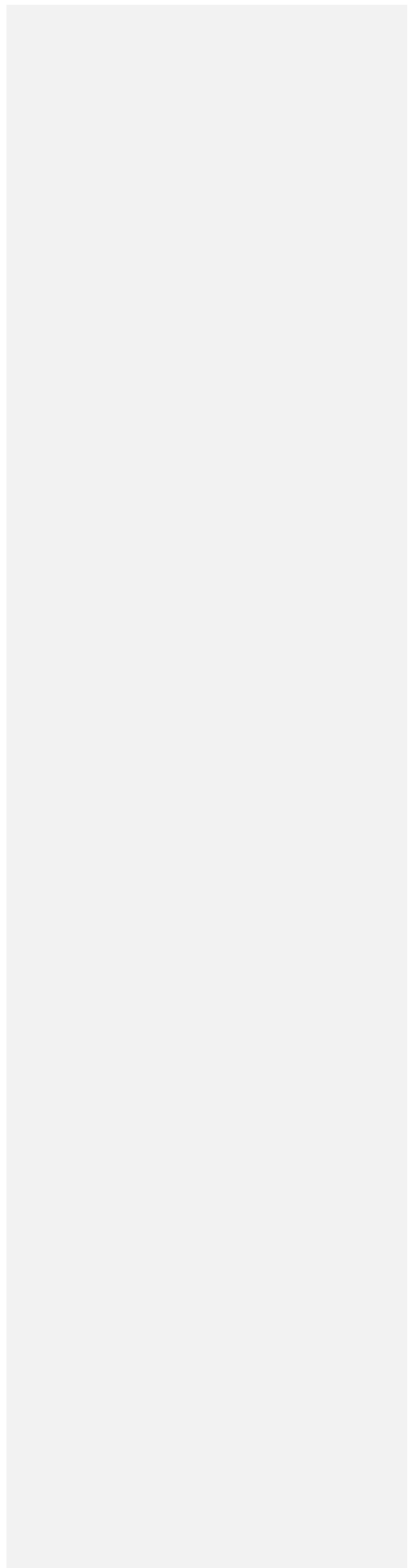
CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim Deason, City Clerk

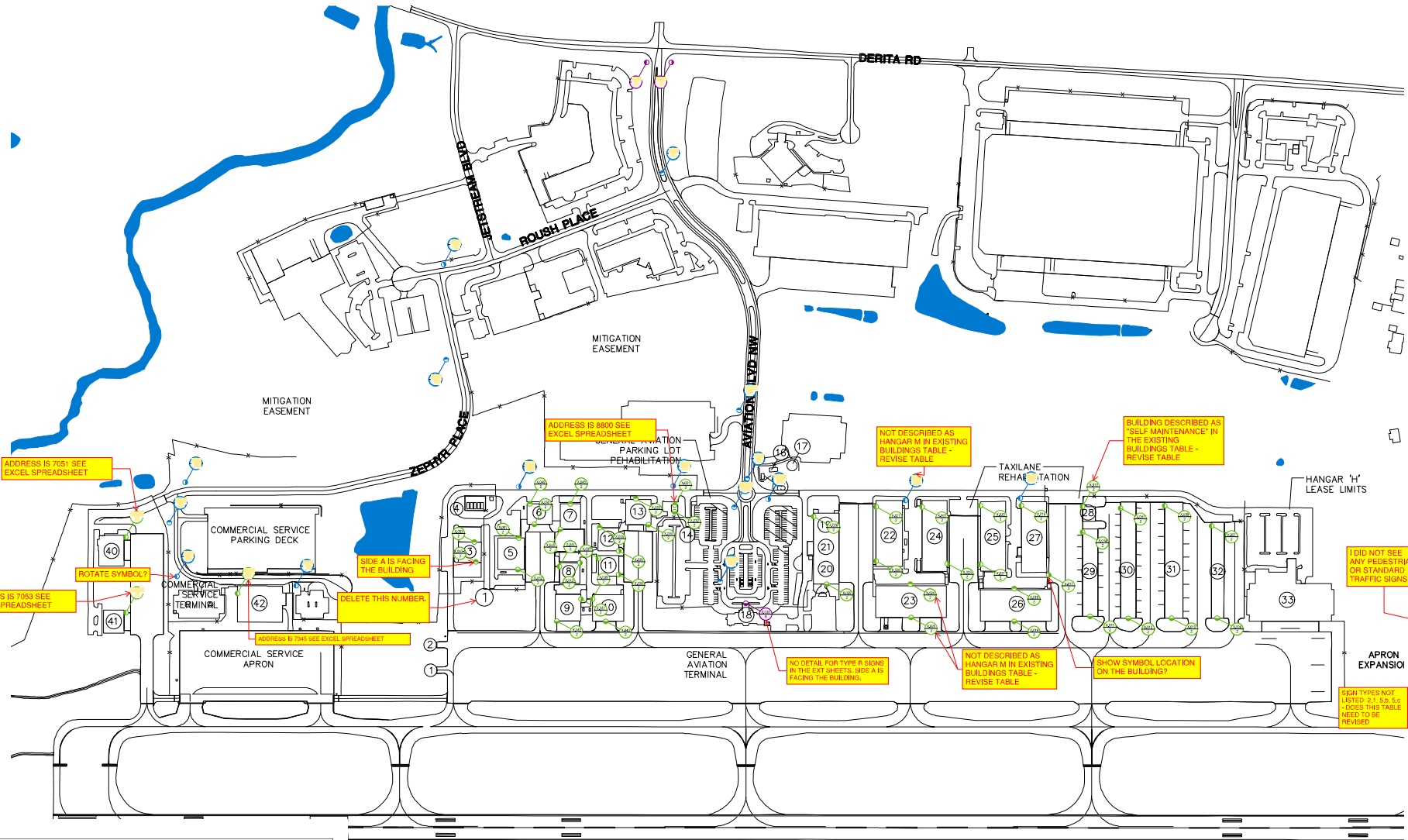
VaLerie Kolczynski, City Attorney



Location Plan

FILE NAME: CONV021_188B7_LOC
PLANNER: COW
DATE: 4/21/2021
HOURS:

**Concord - Padgett
 Regional Airport**
 47



LEGEND

	BUILDING ID SIGN		VEHICULAR SIGN
	PEDESTRIAN SIGN		STANDARD TRAFFIC SIGN
	GRAPHIC SIGN		

PROJECT TOTALS

	Signage City	Window Backer City
1	2	2
2	2	2
5,2a	2	2
5,5	2	2
OH.1	2	2
R	2	2
R.2	2	2

EXISTING BUILDING TABLE

NO.	BUILDING	TOP ELEV.	NO.	BUILDING	TOP ELEV.	NO.	BUILDING	TOP ELEV.
1	HELIPAD	891.42	13	CORPORATE HANGAR ELECTRICAL VAULT	689.78	25	HANGAR F	725.58
2	WASH RACK	651.62	14	ELECTRICAL VAULT	673.48	26	HANGAR D	719.78
3	MAINTENANCE FACILITY	677.74	15	FIRE PUMP HOUSE 1	656.86	27	HANGAR C	720.00
4	FUEL FARM	668.23	16	FIRE PUMP HOUSE 2	644.37	28	SELF MAINTENANCE	699.91
5	CORPORATE HANGAR	691.68	17	WATER TANK (300,000 GALLONS)	-	29	HANGAR A	699.68
6	CORPORATE HANGAR	685.63	18	GENERAL AVIATION TERMINAL BUILDING	700.01	30	HANGAR B	699.75
7	CORPORATE HANGAR	690.93	19	HANGAR A: OFFICE SPACE	700.65	31	HANGAR C	702.28
8	CORPORATE HANGAR	687.17	20	HANGAR A: OFFICE SPACE	700.65	32	HANGAR D	696.15
9	CORPORATE HANGAR	686.84	21	HANGAR A: FIRE STATION OFFICE	700.65	33	HANGAR H	724.50
10	CORPORATE HANGAR	692.15	22	HANGAR B	710.86	40	CORPORATE HANGAR	670.93
11	CORPORATE HANGAR	689.05	23	CORPORATE HANGAR	713.63	41	CORPORATE HANGAR	666.51
12	CORPORATE HANGAR	690.44	24	HANGAR E	717.47	42	COMMERCIAL SERVICE TERMINAL BUILDING	668.64

TALBERT, BRIGHT & ELLINGTON
Engineering & Planning Consultants

December 2, 2021

Mr. Dirk Vanderleest, CM
Aviation Director
Concord-Padgett Regional Airport
9000 Aviation Boulevard
Concord, NC 28027

Re: Bid Tabulation
Wayfinding Signage
Concord-Padgett Regional Airport
Concord, North Carolina
TBE Project No. 2203-2003

Dear Mr. Vanderleest:

Please find enclosed a copy of the Bid Tabulation for the above referenced project.

Rite Lite Signs, Inc. submitted the low responsive base in the amount of Two Hundred Twenty-One Thousand, Six Hundred Sixteen Dollars and Ninety-Three Cents (\$221,616.93).

By copy of this letter, copies of the Bid Tabulation are being forwarded to the bidders.

If you should have any questions concerning this matter, please do not hesitate to contact our office.

Sincerely,



Charles Brian Salyers, PE

Enclosure

cc: Renae Hartsell, Rite Lite Signs, Inc.	Enclosure
Scott Brady, Casco Signs, Inc.	Enclosure
Lynne Medlin, Allied Signage Corp.	Enclosure
Connaire Foran, ID Signsystems, Inc.	Enclosure

BID TABULATION
WAYFINDING SIGNAGE
CONCORD-PADGETT REGIONAL AIRPORT
Wednesday, December 1, 2021

ITEM NO.	SPEC	BASE BID DESCRIPTION	QTY	UNIT	RITE LITE SIGNS, INC. Concord, NC			CASCO SIGNS, INC. Concord, NC			ALLIED SIGNAGE CORPORATION Farmingdale, NJ			ID SIGNSYSTEMS, INC. Rochester, NY		
					UNIT PRICE	EXT TOTAL		UNIT PRICE	EXT TOTAL		UNIT PRICE	EXT TOTAL		UNIT PRICE	EXT TOTAL	
1	N-800	MOBILIZATION	1	LS	\$11,500.00	\$11,500.00		\$6,584.80	\$6,584.80		\$30,000.00	\$30,000.00		\$36,339.55	\$36,339.55	
2	N-907	REMOVE ROAD WAYFINDING SIGN	17	EA	\$160.50	\$2,728.50		\$267.51	\$4,547.67		\$600.00	\$10,200.00		\$244.00	\$4,148.00	
3	N-907	REMOVE HANGAR SIGN	24	EA	\$68.55	\$1,669.20		\$53.23	\$1,277.52		\$400.00	\$9,600.00		\$155.00	\$3,720.00	
4	N-907	REMOVE GA TERMINAL SIGN	2	EA	\$802.50	\$1,605.00		\$498.10	\$996.20		\$600.00	\$1,200.00		\$415.00	\$830.00	
5	S-5.1	SIGN TYPE 1	2	EA	\$10,218.50	\$20,437.00		\$14,697.20	\$29,394.40		\$8,900.00	\$17,800.00		\$15,550.00	\$31,100.00	
6	S-5.1	SIGN TYPE R1/R2	2	EA	\$8,693.75	\$17,387.50	*	\$11,821.29	\$23,642.58		\$8,200.00	\$16,400.00		\$9,486.00	\$18,972.00	
7	S-5.1	SIGN TYPE 2	22	EA	\$1,355.69	\$29,825.18		\$1,357.13	\$29,856.86		\$2,400.00	\$52,800.00		\$1,474.00	\$32,428.00	
8	S-5.1	SIGN TYPE 2.1	25	EA	\$1,457.34	\$36,433.50		\$1,330.06	\$33,251.50		\$2,400.00	\$60,000.00		\$1,381.00	\$34,775.00	
9	S-5.1	SIGN TYPE 2.2	1	EA	\$4,410.54	\$4,410.54		\$3,905.41	\$3,905.41		\$5,800.00	\$5,800.00		\$4,657.00	\$4,657.00	
10	S-5.1	SIGN TYPE 5-A	7	EA	\$4,167.85	\$29,174.95		\$5,327.29	\$37,291.03		\$2,900.00	\$20,300.00		\$8,197.00	\$57,379.00	
11	S-5.1	SIGN TYPE 5-B	1	EA	\$8,502.22	\$8,502.22		\$9,846.03	\$9,846.03		\$7,900.00	\$7,900.00		\$12,969.00	\$12,969.00	
12	S-5.1	SIGN TYPE 5-C	1	EA	\$14,817.36	\$14,817.36		\$14,190.49	\$14,190.49		\$11,500.00	\$11,500.00		\$16,990.00	\$16,990.00	
13	S-5.1	SIGN TYPE 5.2A	7	EA	\$2,196.71	\$15,376.97		\$2,428.62	\$17,000.34		\$1,200.00	\$8,400.00		\$2,898.00	\$20,286.00	
14	S-5.1	BANNER TYPE B	22	EA	\$345.61	\$7,603.42		\$427.76	\$9,410.72		\$750.00	\$16,500.00		\$475.00	\$10,450.00	
TOTAL BASE BID AMOUNT						\$201,469.94*			\$221,195.55			\$268,400.00			\$285,043.55**	
10% CONTINGENCY						\$20,146.99*			\$22,119.55			\$26,840.00			\$28,504.36**	
TOTAL BID AMOUNT						\$221,616.93*			\$243,315.10			\$295,240.00			\$313,547.91**	

Chad Eric Sch...
TALBERT, BRIGHT & ELLINGTON, INC. DATE 12/2/2021

* Error in Extended Total that caused error in Total Base Bid Amount, 10% Contingency and Total Bid Amount
** Error in Total Base Bid Amount that caused error in 10% Contingency and Total Bid Amount



Proposal
Roof Replacement
Hartsell Recreation Center
60 Hartsell School Road SW
Concord, NC

SRBR Estimate #E210092

6 December 2021

Prepared by
Troy Wilson
Statesville Roofing & Building Restoration, Inc
Phone: 704-768-8134
Fax: 704-873-0458
Email: twilson@statesvilleroofing.com

Submitted to
Joel White

City of Concord
P.O. Box 308 (Hwy 601)
Concord, NC 28026-0308
Phone: (704) 222-1404
Facsimile: (704) 785-8856

Roof Replacement

Hartsell Recreation Center

60 Hartsell School Road SW

Concord, NC

6 December 2021

Please reference the attached roof map for area designations.

Scope of Work:

Section A (8,848 square feet)

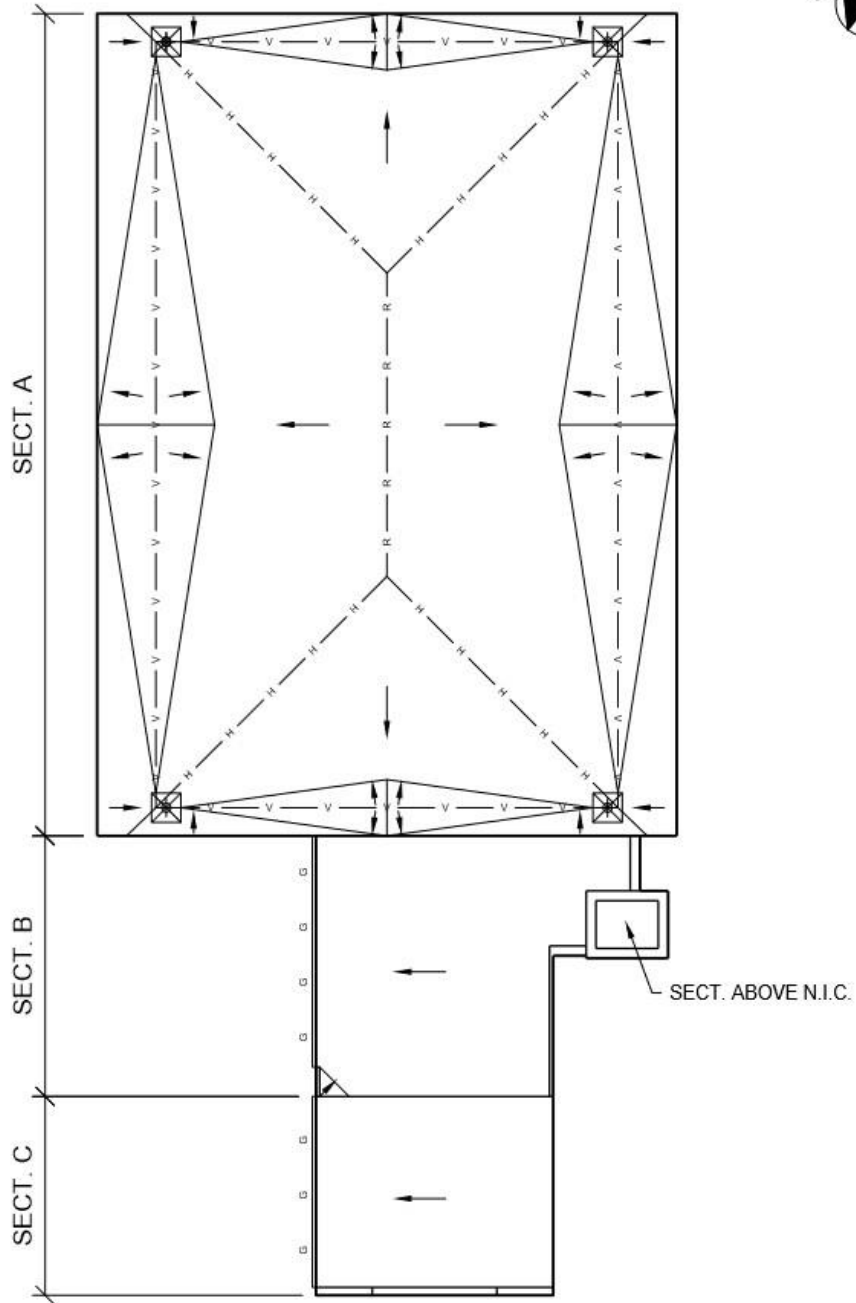
Section B (1,250 square feet)

1. Remove the existing roof membranes and roof insulations to the existing roof deck. Remove base flashings from the vertical surfaces of walls, parapets and curbed roof penetrations. Transport debris from the site for proper disposal.
2. Inform the owner of suspected areas of damaged or deteriorated cementitious wood fiber roof deck. At the owner's direction, damaged or deteriorated roof decking will be replaced with layers of gypsum sheathing, plywood and polyisocyanurate. Roof decking replacement will be invoiced separately at the unit cost of **\$ 18.00 per square foot**.
3. Install one (1) ply of SBS-modified asphalt impregnated base sheet over the cementitious wood fiber roof deck. The base sheet will be mechanically attached to the cementitious wood fiber roof deck utilizing two-piece impact nails.
4. Install two (2) layers of 2.6" polyisocyanurate roof insulation. Install tapered (1/4" per foot slope) polyisocyanurate roof insulation crickets along drain lines (Section A only). The new roof insulation layers will be set in a continuous application of hot asphalt. The new roof insulation layers will provide a combined manufacturer's published "R" value of R=30. *Alternate pricing has been provided to install tapered polyisocyanurate roof insulation over the roof areas.*
5. Install an adhered roof system utilizing 60 mil thick TPO.
6. Install new base flashing at walls and curbed roof penetrations. The flashing membrane will be the same material as the field membrane (60 mil TPO). Prior to installation of the flashing membrane, CDX plywood (at walls) or 24 gauge galvanized sheet metal (at curbs) will be mechanically attached to the vertical flashing surface to separate the flashing membrane from incompatible residue.
7. Fabricate and install new parapet coping cap, gravel stop, drip edge, gutter, downspouts and counter flashing. These new sheet metal components will be shop fabricated from 24 gauge Kynar prefinished galvanized. The color will be selected from the manufacturer's standard Kynar color chart.
8. Fabricate and install new sheet metal flashing bases. The new flashing bases will be shop fabricated from 26 gauge stainless steel.
9. Install new factory fabricated retro-fit roof drains at current roof drain location on Section A.
10. Install factory preformed soil stack flashing boots.
11. Provide a Two (2) year Carolinas Roofing and Sheet Metal Contractor's Association, Inc. Standard Guaranty for work performed by Statesville Roofing & Building Restoration, Inc.
12. Provide a Twenty (20) year labor and material warranty for products provided by the TPO membrane manufacturer.

Section C (841 square feet)

1. Remove the existing roof membrane and roof insulation to the existing roof deck. Remove base flashings from the vertical surfaces of parapet and curbed roof penetration. Transport debris from the site for proper disposal.
2. Inform the owner of suspected areas of damaged or deteriorated roof deck. At the owner's direction, damaged or deteriorated roof deck will be replaced with CDX plywood. Wood substrate replacement will be invoiced separately at the unit cost of **\$ 8.50 per square foot**. *This unit price is based on SRBR's cost for the plywood being a maximum of \$35.00 per 48" x 96" sheet. An increase in SRBR's cost will result in a change to this unit price.*
3. Install two (2) layers of 2.6" polyisocyanurate roof insulation over the entire roof area. The new roof insulation layers will be attached to the wood roof deck utilizing mechanical fasteners. The roof insulation layers will provide a combined manufacturer's published "R" value of R=30.
4. Install an adhered roof system utilizing 60 mil thick TPO.
5. Install new base flashing at wall and curbed roof penetration. The flashing membrane will be the same material as the field membrane (60 mil TPO).
6. Fabricate and install new parapet coping cap, gravel stop, drip edge, gutter, downspouts and counter flashing. These new sheet metal components will be shop fabricated from 24 gauge Kynar prefinished galvanized. The color will be selected from the manufacturer's standard Kynar color chart.
7. Provide a Two (2) year Carolinas Roofing and Sheet Metal Contractor's Association, Inc. Standard Guaranty for work performed by Statesville Roofing & Building Restoration, Inc.
8. Provide a Twenty (20) year labor and material warranty for products provided by the TPO membrane manufacturer

Roof Map



- LEGEND**
- R — RIDGE
 - H — HIP
 - V — VALLEY
 - G — GUTTER

⊕ ROOF DRAIN



General Notes:

- A. Recent events have significantly affected material availability and pricing across the construction industry. These events include:
- Industry shut-down associated with the COVID-19 pandemic
 - Blocked trade route through the Suez Canal
 - Storms in Texas and the Midwest
 - Reopening the economy following the COVID -19 pandemic

This Proposal reflects current pricing. Material availability cannot currently be predicted. Given the current volatility and the possibility of future events beyond SR&BR's control, material pricing will be updated at the time SR&BR and the customer enter into a contract. When there is significant escalation in the cost of material, the contract amount will be increased accordingly. A Change Order will be issued for material price increases and associated schedule changes realized after the contract is executed.

A change in price is considered "significant" when the actual cost to SR&BR increases two percent (2%) over the amount originally quoted by SR&BR's supplier for the project. The customer will be responsible for the full amount of the increase, plus tax and any other additional direct cost incurred by SR&BR.

- B. Attachment "A"- General Conditions, is an integral part of this proposal.
- C. This proposal is based on the following conditions:
- a. Statesville Roofing & Building Restoration, Inc. (SRBR) does not practice engineering.
 - b. The proposed roofing system will generate both noise and smell. The owner and tenants should be alerted to expect this inherent byproduct of the roof replacement process. Work stoppages, initiated by the owner/tenant, will result in additional charges.
 - c. This proposal is contingent upon use of the parking lot, adjacent to the project, for staging, storage and lay-down.
 - d. The proposed roofing system is contingent upon acceptance by city, county and state agencies having jurisdiction, as well as the roofing system manufacturer and the owner's insurance provider.
 - e. The TPO membrane, accessories and roof insulation will be products of either Firestone or Carlisle, at the discretion of Statesville Roofing and Building Restoration, Inc.
 - f. Cutting, bracing or supporting the existing roof deck is not included within this proposal.
 - g. Possible water entry associated with existing duct work, mechanical equipment or surfaces above base flashing are not addressed.
 - h. Disconnection and reconnection of roof top mechanical equipment may be required to facilitate proper installation of the roof membrane and flashing. If required, disconnection and reconnection of mechanical equipment will be the responsibility of the owner.
 - i. Protection of interior finishes, material, equipment and inventory during construction will be the responsibility of the owner.
 - j. Statesville Roofing & Building Restoration, Inc. (SRBR) shall not be responsible for damage of the roof system associated with the work of others.
 - k. All existing substrates (including wood blocking and sheathing) are assumed to be in reusable condition.
 - l. Additional or other work or material that is not specifically identified within this proposal is not included in this proposal.
 - m. Payment and Performance bonds are not included. Pricing is available upon request.

- n. Discovery, testing, containment, removal and/or disposal of asbestos, lead, fungi, bacteria, mold, or any other materials classified as hazardous is not included. With respect to fungi and mold, these hazardous materials may flourish in environments where moisture and warmth are available. Water entry and moisture migration exacerbate conditions for growth of fungi and mold. The work performed by roofing contractors is to repair or replace roofing components or systems that no longer properly function to restrict water entry. It is therefore reasonable to assume water entry, moisture migration and possibly fungi/mold growth may already be occurring. The Contractor is not responsible for any fungi, mold, or bacterial growth that has occurred or may occur.
- o. This proposal is based on performing all work during normal working hours, Monday thru Friday, 7:00AM until 5:00PM. Work request outside these hours will be subject to premium time charges.
- p. All prices include applicable sales tax on materials. Projects that are **not** categorized as “Capital Improvement” will be subject to tax on the balance purchase price as well. The owner must execute NCDOR Form E-589C1 (attached) to substantiate that the work described in this proposal is a capital improvement.

Pricing:

Statesville Roofing & Building Restoration, Inc. is pleased to offer the work described in this proposal for the sum of **\$ 185,760.00**.

- Provide tapered polyisocyanurate roof insulation over Section A & B (Section C is structurally sloped) in lieu of the two (2) layers of 2.6" polyisocyanurate roof insulation in the Base Bid. The tapered roof insulation will have slope of 1/8" per foot (field), 1/4" per foot (crickets). The tapered roof insulation system will have a minimum thickness of 4.1". The new roof insulation layers will be set in continuous applications of asphalt. The roof insulation layers will provide a manufacturer's published "R" value of R=30, at the point of 1" deviation from the minimum thickness (8'-0" from the minimum thickness of the system). If this option is accepted, please add **\$ 23,340.00** to the Base Bid.

If you have any questions or comments, please do not hesitate to contact me.

Respectfully,

Dan Pope
Executive Vice President
Statesville Roofing & Building Restoration, Inc.

The recommendations indicated in this report are the intellectual property of Statesville Roofing and Building Restoration, Inc. and are intended solely for use by the Owner in its association with Statesville Roofing and Building Restoration, Inc. Any other use of this report shall be deemed a violation of Statesville Roofing and Building Restoration, Inc.'s intellectual property rights and of all common law copyright privileges which Statesville Roofing and Building Restoration, Inc. has in and to said material.



ATTACHMENT "A" - GENERAL CONDITIONS

1. Warranty:

a) Statesville Roofing & Building Restoration, Inc., hereafter, SRBR, warrants to the Client that the work described herein will be free from defects in material and workmanship. If within one (1) year from date of Substantial Completion of SRBR's Work, or as otherwise mutually agreed upon in writing between SRBR and Client, SRBR receives from the Client prompt written notice that the material or workmanship does not meet such warranties, SRBR will cure, within a reasonable amount of time, weather-permitting, each such defect. **THERE ARE NO OTHER REMEDIES, LIABILITIES (INCLUDING NEGLIGENCE) OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THE MATERIAL AND/OR SERVICES.** SRBR's sole responsibility and Client's exclusive remedy is limited to repair or replacement as above provided.

2. Liability:

- a) SRBR shall not be liable to any party for claims of any kind related to asbestos, lead, fungi or mold, or any other hazardous materials. This Work Authorization does not include testing, removal, or disposal of asbestos or any other materials classified as hazardous.
- b) SRBR shall not be liable to any party for claims of any kind related to Exterior Insulation and Finish Systems (EIFS). This exclusion includes any component associated with EIFS including, but not limited to: accessories, flashings, coatings, sealants, or any other component used with the system for any purpose.
- c) We agree that SRBR shall not be responsible for failure of the Work due to structural defects, damage from other building trades or for failures due to errors in the design of any building element.
- d) Liability or damages associated with water leakage shall be the responsibility of the Client unless caused by SRBR's sole negligence.
- e) Client shall be responsible for any and all property damage and/or bodily injuries (including but not limited to injuries to SRBR's employees) that result from damage to interior and/or exterior underground/overhead/surface mounted/embedded utilities or structures unless caused by SRBR's sole negligence.
- f) SRBR's responsibility for any claims, damages, losses or liabilities arising out its performance of this work, including but not limited to any correction of defects under the Warranty, shall not exceed the cost of the work. In no event shall SRBR be liable for any special, indirect, incidental, consequential, or punitive damages of any character, including but not limited to damages claimed for loss of use of productive facilities or equipment, lost profits, governmental fines or penalties, lost production, or non-operation or increased expense of operation.

3. Indemnification:

a) To the fullest extent permitted by law, SRBR shall indemnify and hold harmless the Client from and against claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of the performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by negligent acts or omissions of SRBR, a SRBR subcontractor, anyone directly employed by them or anyone for whose acts they may be liable.

4. Dispute Resolution & Governing Law:

- a) All claims, disputes, and other matters and questions arising out of, or relating to this Contract or any breach which cannot be resolved through negotiation, may be submitted to mediation before the American Arbitration Association. If the dispute is not resolved through mediation, the parties may elect to proceed to binding arbitration before the American Arbitration Association in accordance with the Construction Industry Arbitration Rules then in effect. The prevailing party shall be entitled to recover all costs and reasonable attorney's fees incurred (whether pre-litigation, at mediation, arbitration or trial level and in any appeals.)
- b) This contract shall be governed by the laws of the state where the project is located.

5. Mock-ups (if applicable) and finish/color approval:

a) SRBR will prepare a mock-up based on the specified work scope for each repair item to set the quality and aesthetic standards for repair. Should the desired results not be achieved, further investigation and continued work may necessitate additional costs for the specified repairs. If the client does not approve the mock-up, SRBR reserves the right to terminate the contract and recover all actual, incurred costs in completing the mock-up. The owner's representative will be responsible for approval of the finish and color. An exact match of the existing finish and color should not be anticipated because of aging and fading.

E-589CI Affidavit of Capital Improvement



Form E-589CI, Affidavit of Capital Improvement, may be used to substantiate that a contract, or a portion of work to be performed to fulfill a contract, is to be taxed for sales and use tax purposes, as a real property contract for a capital improvement to real property.

The receipt of an affidavit of capital improvement for services to real property, absent fraud or other egregious activities, establishes that the subcontractor or other person receiving the affidavit should treat the transaction as a real property contract for sales and use tax purposes.

A real property contract is a contract between a real property contractor and another person to perform a capital improvement to real property.

Section I. Single Use (Complete this section to issue the affidavit for a single capital improvement.)	
<p>A Owner, Lessee/Tenant, or Real Property Contractor</p> <p>Address</p> <p>City State Zip Code</p>	<p>B Real Property Contractor (General Contractor or Subcontractor) <small>Hired to perform capital improvement</small></p> <p>Address</p> <p>City State Zip Code</p>
<p>Describe capital improvement to be performed:</p> <p>Project Name</p> <p>Project Address (where the work is to be performed) City State Zip Code</p>	
<p>I certify that, to the best of my knowledge, this affidavit is accurate and complete and that the transaction described to be performed by the Real Property Contractor (General Contractor or Subcontractor identified in box "B") shall be treated as a real property contract for a capital improvement to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.</p>	
<p>Signature of Authorized Person: _____ Title: _____ Date: _____</p>	
Section II. Blanket Use (Complete this section to execute a blanket affidavit for capital improvements.)	
<p>C Real Property Contractor</p> <p>Address</p> <p>City State Zip Code</p>	<p>D Real Property Contractor or Subcontractor <small>Hired to perform capital improvement</small></p> <p>Address</p> <p>City State Zip Code</p>
<p>To be completed by the Real Property Contractor identified in Box C.</p> <p>I certify that I am a Real Property Contractor who performs capital improvements to real property and all transactions with the real property contractor (subcontractor) identified in box "D" shall be treated as real property contracts for capital improvements to real property for sales and use tax purposes. I understand that if it is determined that I issued this affidavit in error and the transaction is subject to sales tax as a retail sale of repair, maintenance, and installation services to real property, I will be liable for payment of any additional taxes determined to be due.</p>	
<p>Signature of Authorized Person: _____ Title: _____ Date: _____</p>	

Affidavit of Capital Improvement Instructions

Form E-589CI, Affidavit of Capital Improvement, may be issued to substantiate that a contract, or a portion of work performed to fulfill a contract, is a capital improvement to real property and subject to sales and use tax as a real property contract. Generally, services to real property are retail sales of or the gross receipts derived from repair, maintenance, and installation services, unless a person substantiates that a transaction is subject to tax as a real property contract, subject to tax as a mixed transaction contract, or the transaction is not subject to sales and use tax. A "real property contract" is a contract between a real property contractor and another person to perform a capital improvement to real property.

A mixed transaction contract is a contract that includes both a real property contract for a capital improvement and repair, maintenance, and installation services for real property that are not related to the capital improvement. For a mixed transaction contract, if the allocated sales price of the taxable repair, maintenance, and installation services included in the contract is less than or equal to twenty-five percent (25%) of the contract price, then the repair, maintenance, and installation services portion of the contract, and the tangible personal property, digital property, or service used to perform those services, are taxable as a real property contract for sales and use tax purposes.

- A person that issues Form E-589CI is liable for any additional tax due on the transaction in excess of tax paid on purchases pursuant to N.C. Gen. Stat. § 105-164.4H(a), if it is determined that the transaction is not a capital improvement, but rather the transaction is subject to tax as a retail sale.
- A person who receives Form E-589CI from another person, absent fraud or other egregious activities, is not liable for any additional tax on the gross receipts from the transaction if it is determined that the transaction is not a capital improvement.
- Form E-589CI is not an affidavit of tax paid on tangible personal property, or digital property purchased or used to fulfill a real property contract.
- Form E-589CI may not be used to purchase tangible personal property, or digital property exempt from sales and use tax.

Exceptions from the Issuance of Form E-589CI to Establish a Transaction is to be Taxed as a Real Property Contract

In lieu of issuing an affidavit of capital improvement, a person may substantiate by other records that a transaction is a real property contract or a mixed transaction contract subject to tax as a real property contract, as discussed above, for a capital improvement to real property. However, where subcontractors are involved, it may be in the best interest of all parties to use Form E-589CI to ensure proper application of the sales and use tax laws.

Section I. Single Use Instructions

A person may complete "Section I - Single Use" for a one time use to substantiate that a transaction is a real property contract for a single capital improvement to real property and subject to sales and use tax as a real property contract. When a real property contractor hires a subcontractor to perform a portion of the overall real property contract and there is not a recurring business relationship between the two parties (when a period of no more than twelve months elapse between transactions between two parties), "Section I - Single Use" may be completed and the form issued to the subcontractor as notice that the transaction is subject to sales and use tax as a real property contract.

The following scenarios are for reference to assist a person to complete and issue Form E-589CI. The scenarios presented are not intended to cover all possible uses of the form.

A property owner oversees the entire activity to real property that is a real property contract for a capital improvement to real property. The property owner hires various subcontractors to complete the real property contract or portions thereof:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter property owner's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter a single subcontractor's name and address.
- Owner listed in Box A must describe the real property contract activity to be performed.
- Owner listed in Box A must enter the project address (if different than the address entered in Box A).
- Authorized Person (owner) signs, enters title (owner), enters the date, and issues to the person listed in Box B.

A property owner hires a general contractor to oversee the entire activity to real property that is a real property contract for a capital improvement to real property. The general contractor hires a subcontractor to perform the real property contract, or portion thereof:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter general contractor's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter subcontractor's name and address.
- General contractor listed in Box A must describe the real property contract activity to be performed.
- General contractor listed in Box A must enter the project address.
- Authorized Person (general contractor) signs, enters title (general contractor), enters the date, and issues to the person listed in Box B.

A lessee/tenant hires a general contractor for the installation of equipment that is to be attached to real property and will be depreciated under the Internal Revenue Code:

- **Box A - Owner, Lessee/Tenant or Real Property Contractor:** Enter lessee/tenant's name and address.
- **Box B - Real Property Contractor (General Contractor or Subcontractor):** Enter general contractor's name and address.
- Lessee or tenant listed in Box A must describe the capital improvement to be performed and indicate the equipment will be depreciated under the Internal Revenue Code.
- Authorized Person (typically lessee or tenant) signs, enters title (lessee or tenant), enters the date, and issues to the person listed in Box B.

Section II. Blanket Use Instructions

A real property contractor may complete "Section II - Blanket Use" and issue the form to another real property contractor (subcontractor) who is used exclusively to perform part, or all, of real property contracts with respect to capital improvements to real properties, where the parties have a recurring business relationship (when a period of no more than twelve months elapse between transactions between two parties). A blanket use affidavit continues in force so long as the real property contractor named in "Box C" and the real property contractor (subcontractor) named in "Box D" maintain a recurring business relationship or until the affidavit is withdrawn or otherwise notified by the issuer of the form.

The blanket use will generally apply for the following: (1) a builder who hires the same contractor(s) only for new construction; (2) a real property contractor who hires the same subcontractor(s) only for reconstruction; (3) a real property contractor who hires the same subcontractor(s) for remodeling or renovation and the activities performed by the subcontractor(s) for the other party are never repair, maintenance, and installation services for real property based on the contract or agreement between the parties; and (4) a real property contractor who exclusively hires the same subcontractor(s) to perform part, or all, of its real property contracts for capital improvements to real properties.

A general contractor or subcontractor hires a subcontractor that will replace the complete electrical wiring in all renovated homes:

- **Box C - Real Property Contractor:** Enter the hiring real property contractor's name and address.
- **Box D - Real Property Contractor (General Contractor or Subcontractor):** Enter the hired subcontractor's name and address.
- Authorized person listed in Box C signs, enters title, enters the date, and issues to the person listed in Box D.



CONTRACTUAL AGREEMENT

AGREEMENT made this September 8, 2021 by and between Baker Roofing Company, hereinafter called the "CONTRACTOR", and City of Concord, hereinafter called the "OWNER".

PROJECT:

**Hartsell Rec Center
60 Hartsell School Rd.
Concord, NC 28025
(Approximately 11,500 sq. ft.)**

Scope of Work:

BASE BID: Fully adhere 060 MIL TPO Roof system with heat welded seams

1. Perform pre-construction meeting with onsite and management personnel to discuss set up, staging area for equipment and loading of the roof, appropriate work hours, safety and production projections.
2. Set up equipment, materials, safety lines at all roof perimeters and ground loading/dumpster area.
3. Remove existing BUR roof system down to tectum deck and dispose from premises.
4. Provide and install adhered **2 layers of 2.2" polyisocyanurate insulation (R-25)** to the existing concrete deck.
5. Provide and install a fully adhere **60 mil TPO** roof system as directed.
6. Install fully adhered curb flashings and covers for pipe and conduit penetrations.
7. Install new perimeter edge metal and flashings per manufactures specifications.
8. Reuse existing gutter and downspouts.
9. Remove all roofing construction debris from the site.
10. Provide Two year Baker Roofing warranty.
11. Provide manufacturers standard **Twenty (20)** year warranty.

Total: One Hundred Thirty-Nine Thousand Five Hundred Dollars----- \$ 139,500.00

Unit Prices:

1. **Replace any existing damaged/deteriorated wood blocking, as necessary, to the new roofing system to base bid. - \$4.75/linear foot**
2. **Replace any existing damaged/deteriorated tectum decking, as necessary, to the new roofing system to base bid. - \$395.00 per panel**

ROOF TOP EQUIPMENT

Mechanical equipment / penetrations that will need to be raised, shifted or moved to allow the installation of the new roof system shall be the sole responsibility of the owner. The owner and/or tenants shall be responsible for all work associated and the cost thereof including but not limited to disconnects, reconnects, and/or recalibrations. The contractor will coordinate all work with owners and/or tenants as required. Contractor is not responsible for the watertight integrity of the skylight, once the original watertight integrity of the skylight has been disturbed.

SCHEDULE

The standard operating procedure for project start is within (6) weeks of contract approval and signature by Owner. Other scheduling arrangements will be considered on a case-by-case basis.

WEATHER CONDITIONS

Inclement weather such as high winds (exceeding 20 MPH), snow or ice accumulations, and or rainfall will negatively effect production. The owner may at their option elect to pay extra labor charges at \$38.00 per hour for dealing with such conditions. Baker Roofing Company Inc. will not remove excessive accumulations of water, snow, or ice unless so directed by the owner. Baker Roofing Company Inc. will not incur additional labor to fight high winds as described above.

MOLD DISCLAIMER, RELEASE AND WAIVER

We, the contractor, will not be held responsible for any damages caused by mold or some other agent that may be associated with our construction and or pre-existing conditions. Owner hereby releases Contractor from all claims losses damages risks or causes of action ("Claims") whether now known or unknown, arising now or in the future directly or indirectly from Contractor's services which result in any damages or injuries or claims either to property or person caused by mold or mold related issues. Owner expressly intends and agrees to indemnify, reimburse and hold harmless Contractor with respect to any and all claims for injury or death to any person or injury to any property arising out of, directly or indirectly, from any and all mold and claims resulting from the Contractor's services, even if caused by the actions or inaction of the Contractor.

STANDING WATER DISCLAIMER

Standing water is typical in roofing situations where 100% positive drainage and slope does not exist. Most manufacturer's warranties do not exclude standing water. Added drainage and or total positive drainage is recommended. Baker Roofing Company is not responsible for providing 100% positive drainage.

POSITIVE OR NEGATIVE BUILDING PRESSURES

We, the contractor, will not and can not be responsible for any damages caused by positive or negative internal building pressures that may be associated with our construction and or pre-existing conditions. Owner hereby releases Contractor from all claims losses damages risks or causes of action ("Claims") whether now known or unknown, arising now or in the future directly or indirectly from Contractor's services which result in any damages or injuries or claims either to property or person caused by pressure related issues. Owner expressly intends and agrees to indemnify, reimburse and hold harmless Contractor with respect to any and all claims for injury or death to any person or injury to any property arising out of, directly or indirectly, from any and all mold and claims resulting from the Contractor's services, even if caused by the actions or inaction of the Contractor.

UN-FORESEEN ELECTRICAL MECHANICAL OR WATER LINES

We, the contractor, will not and can not be responsible for any damages caused by mechanical fasteners penetrating existing electrical lines that can not be seen or are installed against the existing deck. Owner hereby releases Contractor from all claims losses damages risks or causes of action ("Claims") whether now known or unknown, arising now or in the future directly or indirectly from Contractor's services which result in any damages or injuries or claims either to property or person caused by mold or mold related issues. Owner expressly intends and agrees to indemnify, reimburse and hold harmless Contractor with respect to any and all claims for injury or death to any person or injury to any property arising out of, directly or indirectly, from any and all mold and claims resulting from the Contractor's services, even if caused by the actions or inaction of the Contractor.

**ASBESTOS AND LEAD CONTAINING MATERIALS
DISCLAIMER, RELEASE AND WAIVER**

We, the contractor, will not be held responsible for any damages caused by asbestos or some other agent that may be associated with our construction and or pre-existing conditions. Owner hereby releases Contractor from all claims losses damages risks or causes of action ("Claims") whether now known or unknown, arising now or in the future directly or indirectly from Contractor's services which result in any damages or injuries or claims either to property or person caused by Asbestos and or Lead related issues. Owner expressly intends and agrees to indemnify, reimburse and hold harmless Contractor with respect to any and all claims for injury or death to any person or injury to any property arising out of, directly or indirectly, from any and all Asbestos and or Lead claims resulting from the Contractor's services, even if caused by the actions or inaction of the Contractor. All new materials shall be free of lead and asbestos.

Designation of a Lien Agent

Effective April 1, 2013 the North Carolina General Assembly enacted new legislation which requires the designation of a "Lien Agent" by a property owner on any construction project over \$30,000.00 before work can begin; the designation of a "Lien Agent" does not in and of itself place a lien on the property. The owner of the real property can designate the "Lien Agent" at LiensNC.com or can choose to use the Contractor's preferred "Lien Agent".

Must choose one:

- I elect to designate the Contractor's preferred "Lien Agent", First American Title Insurance Company, as the designated "Lien Agent" for this project **and** I authorize a Baker representative to register this information on my behalf at LiensNC.com.
- I elect to designate my own "Lien Agent"
Name of "Lien Agent" Company: _____

CONTRACTOR: Baker Roofing Company

P.O. BOX 26057
Raleigh, NC 27611

Signature: Bill Cronin

Name & Title: Bill Cronin Contract Mgr.

Date: September 8, 2021

Owner/ Authorized Manager

Signature: _____

Name and Title: _____

Date: _____

CONTRACT PRICE

**Location: Hartsell Rec Center
 60 Hartsell School Rd.
 Concord, NC 28025**

Total: One Hundred Thirty-Nine Thousand Five Hundred Dollars----- \$ 139,500.00

Unit Prices:

- 1. Replace any existing damaged/deteriorated wood blocking, as necessary, to the new roofing system to base bid. - \$4.75/linear foot**
- 2. Replace any existing damaged/deteriorated tectum decking, as necessary, to the new roofing system to base bid. - \$395.00 per panel**

TERMS OF PAYMENT

Owner agrees to pay Contractor 40% due upon delivery of materials, monthly progress billings through substantial completion totaling 55% and 5% due upon final completion and issuance of warranty. Terms net 10 days. Finance charges at an 18% annual percentage or .05% per day plus reasonable attorney charges will apply should terms not be followed.

CONTRACT ACCEPTANCE

The above prices, terms, specifications, and conditions are satisfactory and are hereby accepted. Contractor is authorized to do the work as specified. Payment will be made as outlined above.

The Owner confirms that by signing this agreement, no existing contract / warranty to which the customer is a party is, or will be, breached. This agreement is not binding on Baker Roofing until executed by an authorized officer of Baker Roofing.

The above contract may be withdrawn by Contractor if not accepted within 30 days of the Contractor's signing date.

CONTRACTOR: Baker Roofing Company
 4700 Nations Crossing Rd
 Charlotte NC, 28217

Authorized Manager
Baker Roofing

Signature: Bill Cronin

Signature: _____

Name & Title: Bill Cronin Contract Mgr.

Name and Title: _____

Date: September 8, 2021

Date: _____

Owner: _____

Address: _____

Signature: _____

Name & Title: _____

Date: _____

Billing Instructions Must Be Filled Out: *(please indicate your choice below)*

Bill To Owner

Bill To Other

Name	Address	Phone Number
Special Instructions	<input type="checkbox"/>	X



EST BUILDING SYSTEMS

301 N. Hwy 16 STE 136
Denver, NC 28037

PHONE: 704-564-5627
FAX: 866-351-3607

estbuildingsystems@gmail.com

PROPOSAL

TO City of Concord	PHONE 704-222-1404	DATE December 9, 2021
STREET PO Box 308	JOB NAME Hartsell Recreation Center	
CITY STATE ZIP Concord, NC 28026	JOB LOCATION:	
CONTACT NAME Joel White	FAX	JOB PHONE
	Concord, NC	

We hereby submit specifications and estimates for labor and materials to:

Entire Roof: Section A, B, C 12,515 sf:	\$111,500.00	20 Year Warranty
--	---------------------	-------------------------

Remove existing roof and re-roof with ISO Board Insulation and TPO Membrane.

Tear Off Specifications TPO Membrane Roof:

Tear off existing 2 roofs down to decking and remove debris.
 Inspect decking and make any necessary repairs.
Decking Repairs to be completed @ \$6.00 per sf as needed and approved by owner.
 Install 2 layers of 2.6" ISO (Polyisocyanurate) to meet R-30 insulation requirements per manufactures specifications.
 Install .060 mil TPO (Thermoplastic Polyolefin) membrane roof over new insulation barrier per manufacture specifications.
 Sump drains with tapered insulation to insure proper roof drainage.
 Install new retro fit drains as needed.
 Install new metal drip edge around entire perimeter of roof.
 Install new roof coping on lower metal roof only.
 Install Roof Walk Pads around 1 HVAC unit on Front Lower Roof.
 Pads will be attached to new roof per manufactures specifications

Performance Bond Fee: 5% of Contract Amount

Due to the fluctuations of crude oil, we can honor this proposal for a period of ten (10) days from issuance.

This quotation does not provide any allowance for local fees, permit bids, or performance bonds. Such charges will be itemized and added to the final invoice as necessary.

Since this roofing system is considered a maintenance program, in many cases, a 100% write-off is allowed in the year the work is performed and paid for. For such a determination, consult with your tax advisor.

We Propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Payment to be made as follows: ½ Due upon Acceptance; ½ Due upon completion.

All material is guaranteed to be as specified. All work to be completed in a substantial workmanlike manner according to specifications submitted per standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner carry fire, tornado and other necessary insurance. Our workers are covered by workers compensation insurance.
 *SEE ATTACHED SHEET FOR ADDITIONAL TERMS AND PROVISIONS.



 Owner: Eric S. Trivette

Acceptance of Proposal – The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Signature / Date

ORD. #

ORDINANCE CORRECTING PRIOR ORDINANCE GRANTING A FRANCHISE FOR A SCRAP TIRE DISPOSAL FACILITY TO US TIRE RECYCLING PARTNERS, L. P.

WHEREAS, the Cabarrus County Board of Adjustment approved on January 27, 1988 a request allowing operation of a scrap tire recycling and disposal facility at the present location operated by US Tire Recycling Partners, L. P.; and

WHEREAS, US Tire Recycling Partners, L.P. is currently operating a Scrap Tire Collection & Processing Operation and Scrap Tire Disposal Facility within the jurisdiction of the City of Concord following annexation of their location on Poplar Tent Road; and

WHEREAS, the City Council for the City of Concord granted a franchise to US Tire Recycling Partners, L.P. on August 11, 2016 and that franchise expires on August 11, 2021; and

WHEREAS, US Tire Recycling Partners, L.P. seeks to obtain a franchise from the City of Concord by a change in state law and regulations; and

WHEREAS, US Tire Recycling Partners, L.P. has vested rights to operate as approved by Cabarrus County; and

WHEREAS, due to a change in the state laws and regulations, US Tire Recycling Partners, L.P. is now eligible for a franchise for a "life-of-site" permit, defined as 60 years from initial receipt of waste at the site in 1998; and

WHEREAS, the City Council for the City of Concord granted a franchise to US Tire Recycling Partners, L.P. on June 10, 2021 for a "life-of-site" term, and said franchise included a clerical error in that it references the incorrect date and Document ID Number for approval of the Facility Plan for the Scrap Tire Disposal Facility by NCDEQ, and this Ordinance corrects that error.

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

SECTION 1. The Scrap Tire Disposal Facility will serve the geographical area and population including the State of North Carolina, State of South Carolina, State of Virginia, State of West Virginia, State of Georgia, State of Tennessee, and State of Florida.

SECTION 2. The waste stream consists of up to approximately 100,000 tons per year scrap tire portions and waste derived from processing scrap rubber vehicle tires.

SECTION 3. The useful life of the scrap tire disposal facility is projected to be up to 50 years to beyond August 11, 2021, depending on the varying annual disposal rates to the scrap tire disposal facility.

SECTION 4. The Scrap Tire Collection & Processing Operation and Scrap Tire Disposal Facility will be permitted and regulated by NC Department of Environmental Quality (NCDEQ). There are no fees and rates to be charged by the facilities subject to the franchise for waste generated in the jurisdiction of the franchising entity.

SECTION 5. A Facility Plan for the Scrap Tire Disposal Facility was included in the Application for Permit Amendment for the U.S. Tire Scrap Tire Disposal Facility approved by NCDEQ on September 28, 2016 (Document ID No. 26773) and showed the boundaries of the facility, proposed development of the facility site, the boundaries of all waste disposal units, final elevations and capacity of all waste disposal units, the total waste disposal capacity, a description of environmental controls, and a description of any other waste management activities conducted at the facility, including ingress and egress to the facility.

SECTION 6. The U.S. Tire Recycling Facility is consistent with the Cabarrus County Solid Waste Management Plan, the City of Concord Solid Waste Plan, and N.C.G.S. 130A-309.09A, including the provisions for waste reduction, reuse, and recycling.

SECTION 7. US Tire Recycling Partners, L.P. has provided to the City financial security in the amount of \$150,000.00 to cover potential environmental problems, closure of the landfill and any possible financial problems incurred by US Tire Recycling Partners, L.P. using a mechanism satisfactory to both the City and US Tire Recycling Partners, L.P. throughout the life of the landfill. The requirement for financial security will terminate and/or be returned to US Tire Recycling Partners, L.P. either five years after the landfill is closed or when closure is approved by the State of North Carolina, whichever occurs first.

SECTION 8. US Tire Recycling Partners, L.P. will instruct all haulers accessing the Facility to comply with the N.C.G.S. 20.116(g).

SECTION 9. Pursuant to N.C.G.S. 130A-294, US Tire Recycling Partners, L.P. is hereby granted a franchise to operate its current Scrap Tire Processing and Disposal Facility located at 6322 Poplar Tent Road in the City of Concord. This franchise shall have a "life-of-site" term, defined as a maximum of 60 years from initial receipt of waste in 1998, beginning on August 12, 2021 and expiring on August 12, 2058.

SECTION 10. This franchise may not be transferred without the specific approval of the City Council of the City of Concord.

SECTION 11. This Ordinance shall be effective immediately upon adoption at second reading.

Adopted on this 13th day of January 2022.

CITY OF CONCORD
NORTH CAROLINA

William Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk

VaLerie Kolczynski, City Attorney

RESOLUTION CONFIRMING ASSESMENT OF LIEN

WHEREAS, North Carolina General Statute § 160D-1117, et. sec. (current reference), permits the City to inspect buildings and condemn unsafe buildings; and

WHEREAS, in 2013 the City, by and through the Code Enforcement Department did inspect the dormitories located on Crowell Drive and having PINs 5620-76-8060 and 5620-75-7950; and

WHEREAS, both buildings were found to be unsafe and a code enforcement case was prosecuted; and

WHEREAS, the property owner was unable or unwilling to bring the unsafe buildings into compliance with the building code; and

WHEREAS, Code Enforcement, pursuant to N.C.G.S. 160D-1125 (current reference), caused the unsafe buildings to be demolished and removed; and

WHEREAS, the cost of such demolition and removal totaled \$380,640.00; and

WHEREAS, N.C.G.S. 160D-1125 (current reference) establishes a lien for the amount of the cost of the demolition and removal, in favor of the City of Concord, against the specific properties referenced above and on all other real property owned by Barber Scotia College, Inc. located within the planning and development jurisdiction of the City of Concord; and

WHEREAS, N.C.G.S. 160D-1125 directs that code enforcement liens are collected in the same manner as special assessments and N.C.G.S. 160A-233 provides that "Any portion of an assessment that is not paid within 30 days after publication of the notice that the assessment roll has been confirmed shall bear interest until paid at a rate to be fixed in the assessment resolution but not more than eight percent (8%) per annum."

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

1. The City Council of the City of Concord hereby confirms the assessment in the form of a lien in the amount of \$380,640.00 against all real property owned by Barber Scotia College, Inc. located within the planning and development jurisdiction of the City of Concord; and
2. Confirmation of this lien shall be published in a newspaper of general circulation; and
3. Thirty days from the date of publication, any portion of the assessment that has not been paid in full shall bear interest at a rate of eight percent (8%) per annum.

Adopted this _____ day of January, 2021.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

Kim J. Deason, City Clerk

William C. Dusch, Mayor

Kim J. Deason, City Clerk

William C. Dusch, Mayor

City of Concord, North Carolina
Preliminary Application – Extension of Concord Utilities outside Concord City Limits
(Please type or print in black ink)

1. Name of development: _____
2. Name and address of owner(s)/developer(s): _____

3. Owner(s)/developer(s) telephone: _____ Fax: _____
4. Name and address of surveyor/engineer: _____

5. Surveyor/engineer's telephone: _____ Fax: _____
6. Name, telephone and fax number, and address of agent (if any): _____


7. Name and address of person to whom comments should be sent: _____

8. Telephone number of person to whom comments should be sent: _____
Fax: _____
9. Location of property: _____
10. Cabarrus County P.I.N.#: _____
11. Current zoning classification: _____
12. Total acres: 1.29 Total lots proposed: _____
13. Brief Description of development: _____

14. Proposed Construction Schedule _____

15. Type of Service requested _____

Date



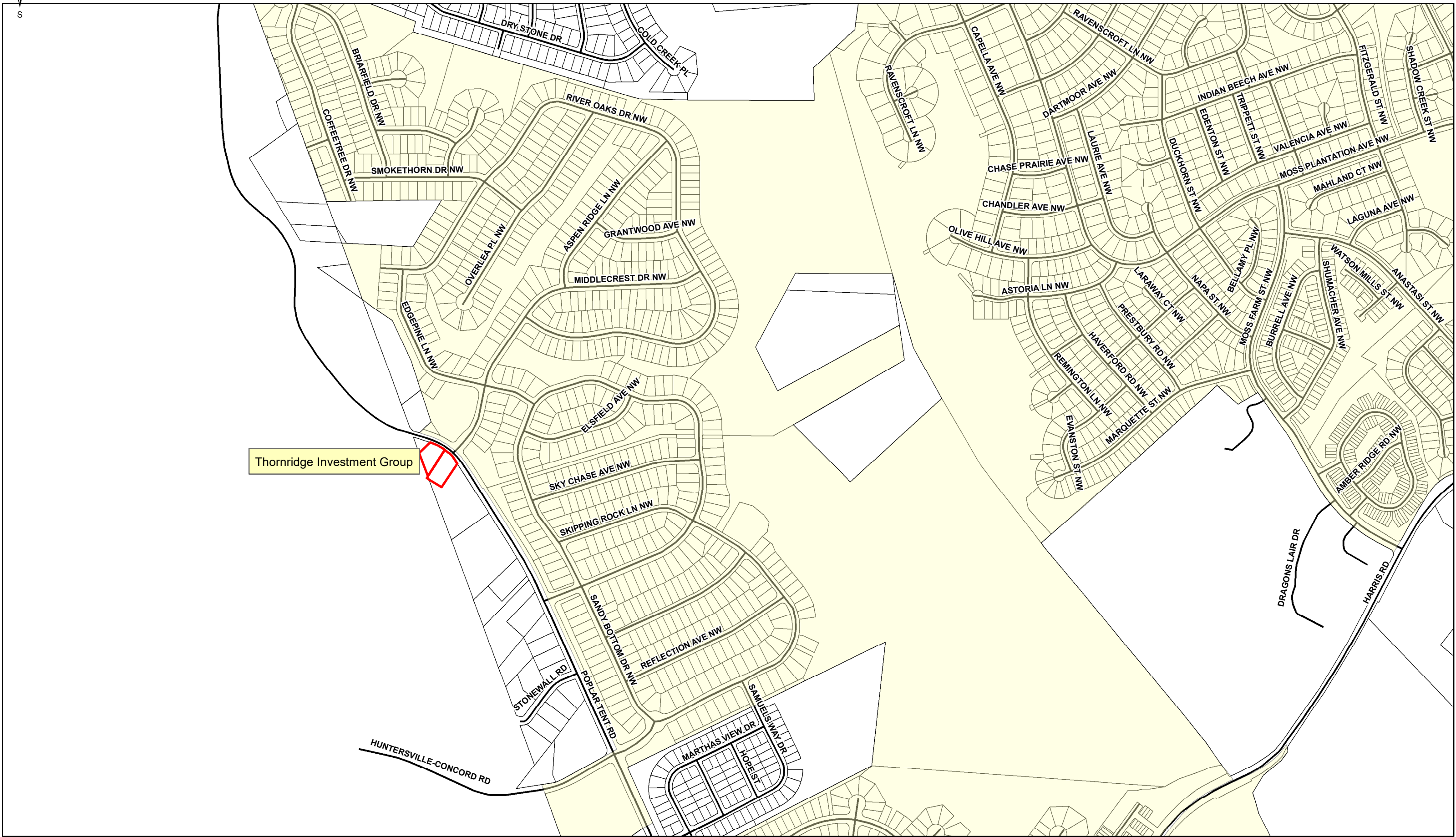
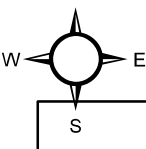
Signature of Owner/Agent

Name (printed)

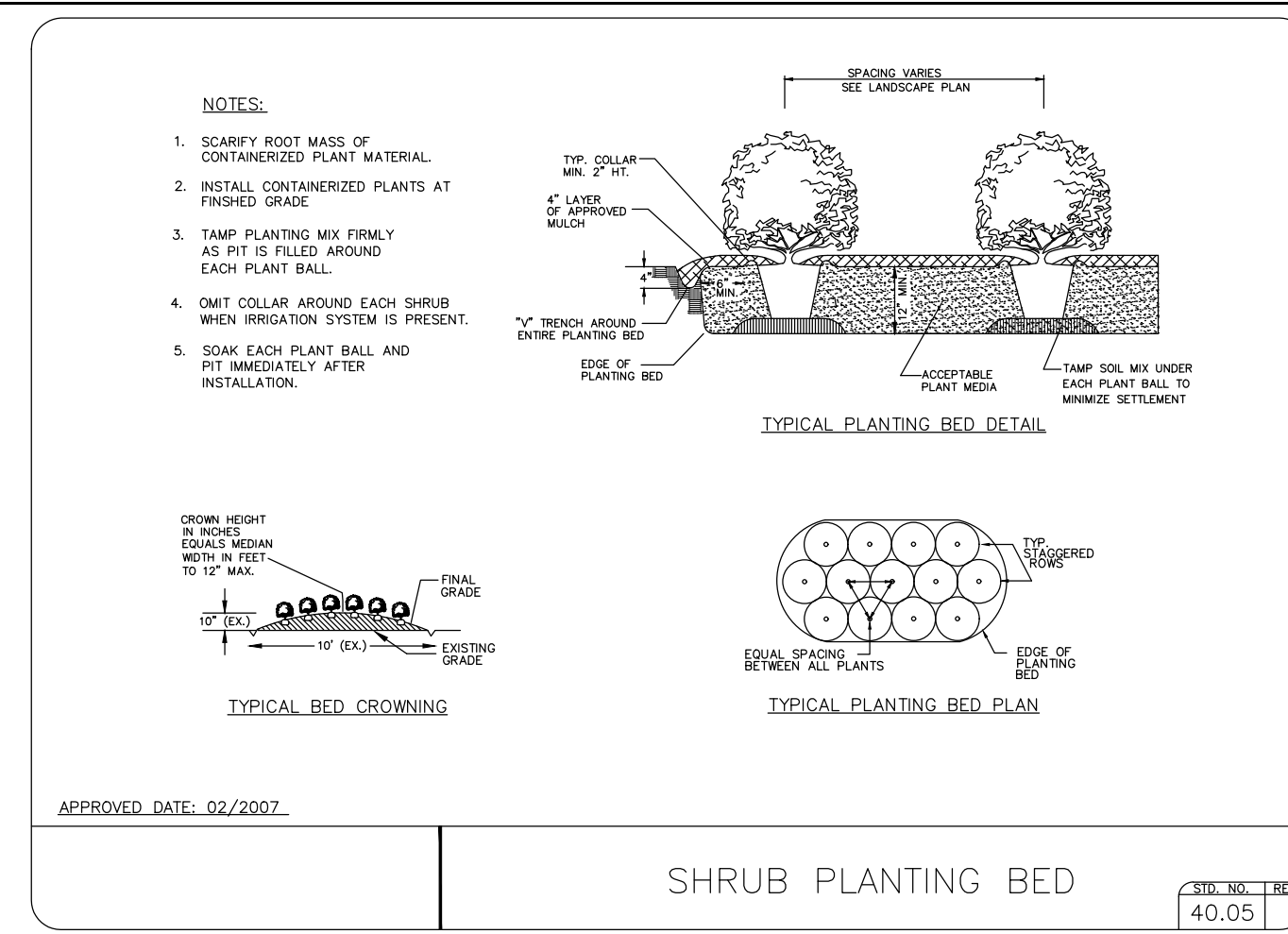
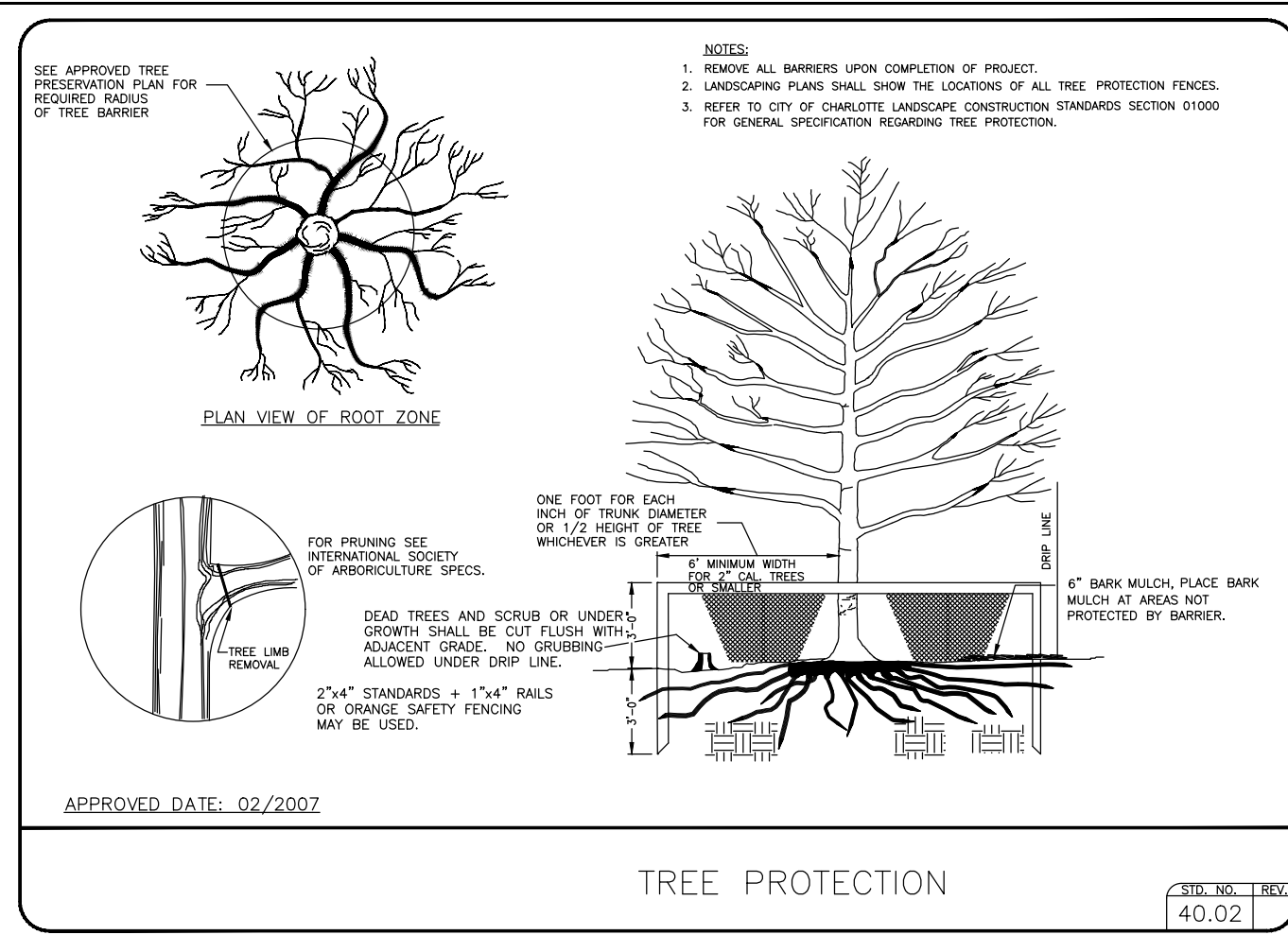
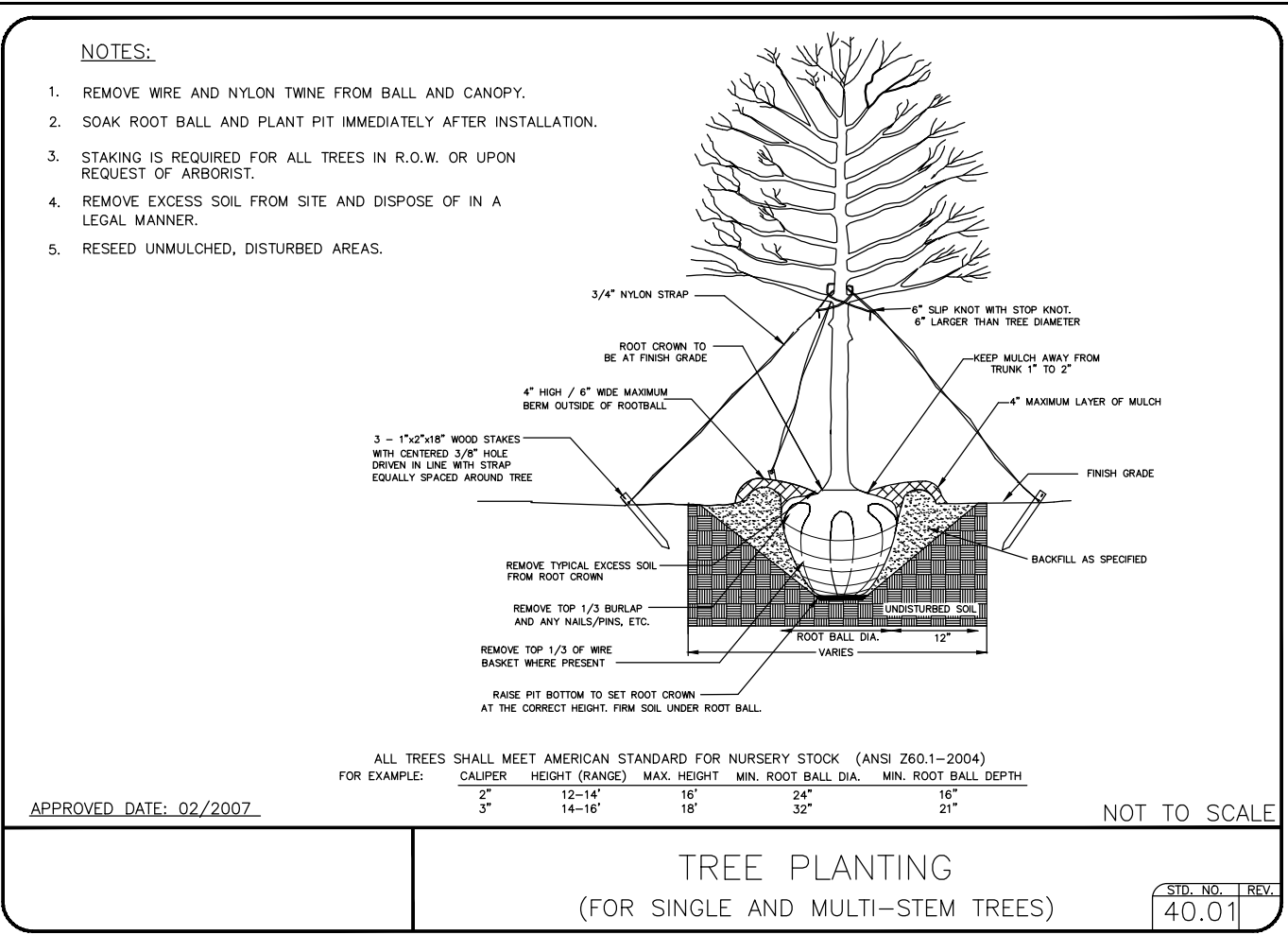
NOTE: *By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.*

Staff Use Only:	
Received by: _____	Date: _____

Preliminary Application



1 in = 600 ft



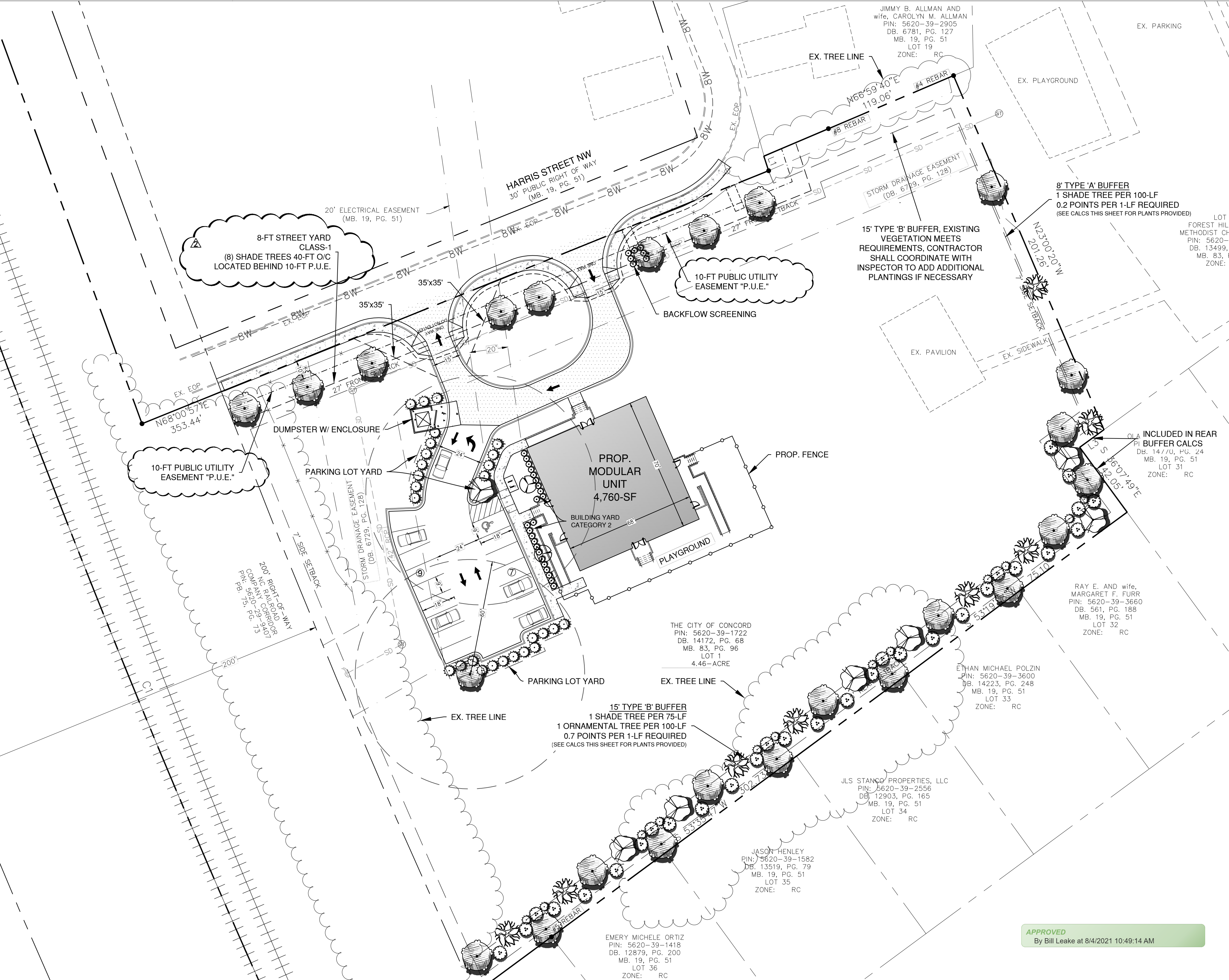
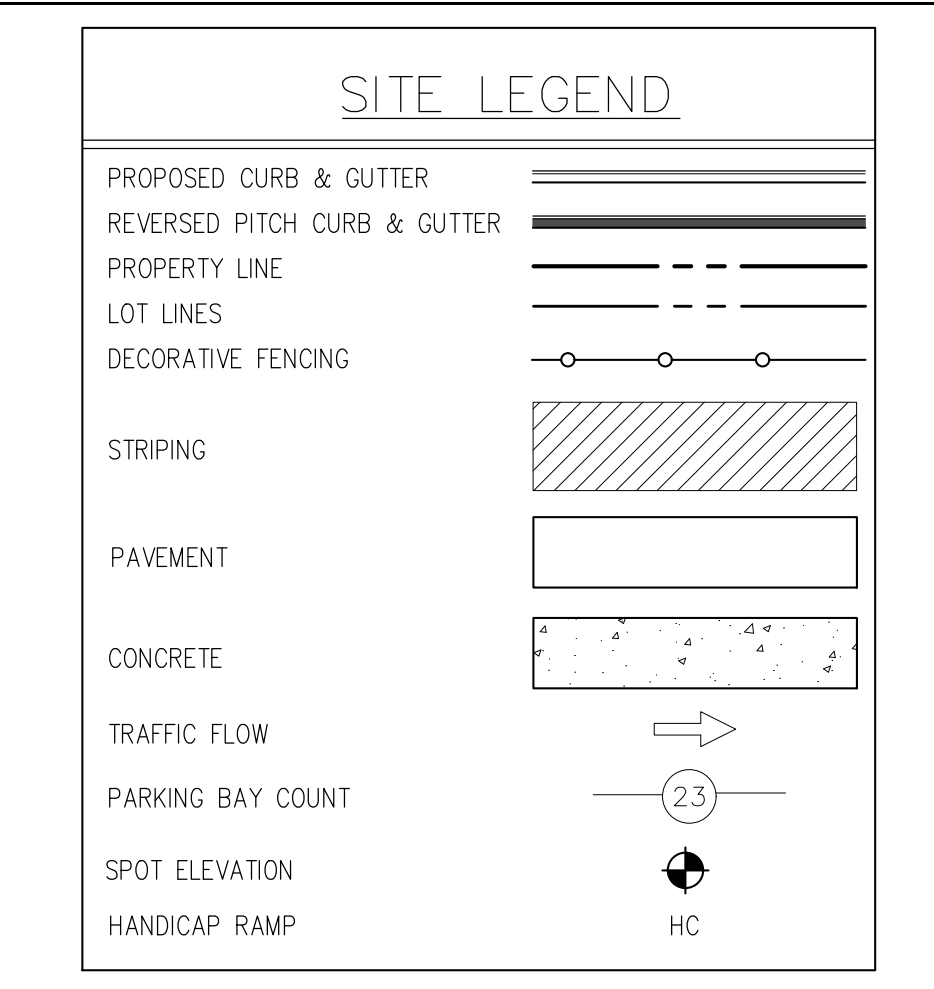
811

Know what's below.
Call before you dig.

NORTH CAROLINA
ONE-CALL CENTER INC.
DIAL 811 OR 1-800-632-4949
2 BUSINESS DAYS BEFORE DIGGING
www.nc811.org

GENERAL TREE NOTES:

- ALL PARKING SPACES SHALL BE WITHIN 60'-LF OF A TREE.
- PARKING LOT YARD/SCREENING SHRUBS SHALL BE INSTALLED 5'-FT ON CENTER.
- BUILDING YARD SHRUBS SHALL BE INSTALLED 3'-FT ON CENTER.



LANDSCAPE NOTES

GENERAL TREE NOTES:

- Soil Preparation: The preparation of plant pits, hedge trenches, and shrub beds must conform to Leaflet No. 601, Planting Techniques for Trees and Shrubs, North Carolina Cooperative Extension Service, (1997), which is incorporated by reference. Rock, debris, inorganic compositions, and chemical residues must be removed from the soil in planting pits.
- Excavation: For planting pits, beds or trenches that are developed in areas that were previously paved, all paving and base stone shall be removed as part of the excavation. Pits must be excavated with vertical sides at a depth approximately equal to the depth of the root ball with a circular outline approximately 2 to 3 times wider than the root ball.
- Planting: Root balls should be installed on a flat, compact surface of undisturbed soil and any inorganic lies on top of the root ball must be removed. The top 1/3 of wire baskets should be removed. The top of the tree root ball must not be covered by soil and must be covered by mulch. At least 3 inches of mulch, pine needles, tree bark, or similar materials must be distributed around the plant. See Figures 3 and 4. Tree and shrub supports should not interfere with the plants typical growing patterns.

CONCORD NC LANDSCAPE NOTES:

- Landscape contractor shall coordinate an on-site meeting with the City Arborist before installation of any plant material.
- All work shall be in accordance with the current edition of the ANSI A300 Standard for Tree, Shrub, and other Woody Plant Management-Standard Practices.
- All plant stock shall comply with the current edition of ANSI Z601 American Standard for Nursery Stock.
- All planting grass shall meet the requirements of the Concord Development Ordinance Article 11 and Technical Standards Article 7.5. Height and width of plant material supersedes container size.
- Utilities shall be located before planting.
- Planting locations will be adjusted to provide sufficient space for utilities, easements, street lighting, traffic signs, and sight triangles.
- Clearance around all sides of fire hydrants and utility appurtenances. On public streets, no trees shall be planted within 75% of approaching a stop sign. No plants or signs over 2' tall within site triangles.
- Any proposed redesign of the approved planting plan or plant species substitutions shall be approved by the City Arborist before installation.
- All trees and their planted location shall be inspected by City staff before approval. Any plant material which has died, turned brown, or defoliated prior to inspection shall be rejected.
- Any proposed private irrigation may be installed but shall not run parallel within utility easements or street right of ways, and shall meet the requirements of the City of Concord Code of Ordinance Chapter 62, section 62-164.

OPEN SPACE

REQUIRED = N/A PROVIDED = N/A

LANDSCAPING & BUFFER DATA

BUFFERS YARD:

FRONT: NO / YES 15' TYPE B** REAR: NO / YES 15' TYPE B

SIDE (R): NO / YES SIDE (L): NO / YES 8' TYPE A**

REAR BUFFER = 482'-FT

POINTS REQUIRED: 7 PER LF = 482' x 0.7 = 337.4 POINTS

POINTS EXISTING: 0 POINTS*

TOTAL POINTS: 348 POINTS

SHADE TREES = 13 = 156 POINTS

ORNAMENTAL TREES = 13 = 78 POINTS

SHRUBS = 114 = 10 POINTS (12 MED. & 30 LARGE)

SIDE (L) BUFFER = 140'-FT (EXCLUDES EASEMENT)

POINTS REQUIRED: 2 PER LF = 140' x 0.2 = 28 POINTS

POINTS EXISTING: 0 POINTS*

TOTAL POINTS: 30 POINTS

SHADE TREES = 2 = 12 POINTS

ORNAMENTAL TREES = 1 = 6 POINTS

SHRUBS = 0 = 0 POINTS

BUFFER NOTES:

- * EX. TREES LOCATED WITHIN PROPOSED BUFFER SHALL BE DEDUCTED FROM REQUIRED PLANTS. EXISTING PLANTS MUST MEET THE PROVISIONS WITH THE CITY OF CONCORD DEVELOPMENT ORDINANCE TO BE GIVEN CREDIT FOR EXISTING VEGETATION. COORDINATE WITH ZONING INSPECTOR.
- ** DUE TO EXISTING STORM DRAIN EASEMENT NO ADDITIONAL PLANTINGS WILL BE PROVIDED AT THE N.E. CORNER
- *** BUFFER LENGTH EXCLUDES EXISTING STORM DRAIN EASEMENT.

BUILDING YARD:

SIDE (R): NO / YES 8' CATEGORY 2 REAR: NO / YES

NO / YES SIDE (L): NO / YES

POINTS REQUIRED: 65' x 0.4 = 26 POINTS PROPOSED: 35

FRONT BLDG YARD LENGTH (MINUS ENTRANCE) = 65-LF

STREET YARD:

REQUIRED: 1 SHADE TREE PER 40'-FT / POINTS=0.24 PER LF

308-LF OF FRONTAGE, 308/40=8 SHADE TREES, 308/24=13 POINTS REQUIRED

PROVIDED: 8-SHADE TREES X 12=POINTS = 96=POINTS PROVIDED

PLANT SCHEDULE

Symbol	Plant Name	Quantity	Latin Name	Size	Shape	Material	Notes	Category
(LAUREL OAK)	LAUREL OAK	24	Quercus laurifolia	2.5", 10"-12" TALL	B&B	AS SHOWN	SHADE TREE	SHADE TREE
(FLOWERING DOGWOOD)	FLOWERING DOGWOOD	2	cornus florida	1.5"-2", 6"-8" TALL	B&B	AS SHOWN	ORNAMENTAL	ORNAMENTAL
(TRIDENT MAPLE)	TRIDENT MAPLE	7	acer buergerianum	1.5"-2", 6"-8" TALL	B&B	AS SHOWN	EVERGREEN ORNAMENTAL	EVERGREEN ORNAMENTAL
(SAVANNAH HOLLY)	SAVANNAH HOLLY	8	ilex x attenuata savannah	1.5"-2", 6"-8" TALL	B&B	AS SHOWN	EVERGREEN LARGE SHRUB	EVERGREEN ORNAMENTAL
(CAMELLIA)	CAMELLIA	30	camellia japonica	36" TALL	B&B	AS SHOWN	EVERGREEN LARGE SHRUB	EVERGREEN LARGE SHRUB
(GLOSSY ABELIA)	GLOSSY ABELIA	39	abelia x grandiflora	24"-36" HEIGHT	B&B	AS SHOWN	MEDIUM SHRUB	MEDIUM SHRUB
(COMPACTA COMPACT HOLLY)	'COMPACTA' COMPACT HOLLY	30	ilex crenata	18"-24" HEIGHT	B&B	3' O.C.	EVERGREEN SMALL SHRUB	EVERGREEN SMALL SHRUB

Woodbine Design, P.C.
Land planning & civil engineering

10005 S. BIRCH AVE. SUITE 204
CONCORD, NC 28027

919.322.2889
919.322.2887
919.322.2887

www.woodbinedesign.com
info@woodbinedesign.com
www.woodbinedesign.com

Digitally signed by
Riley D. Burgess, Jr.
PE

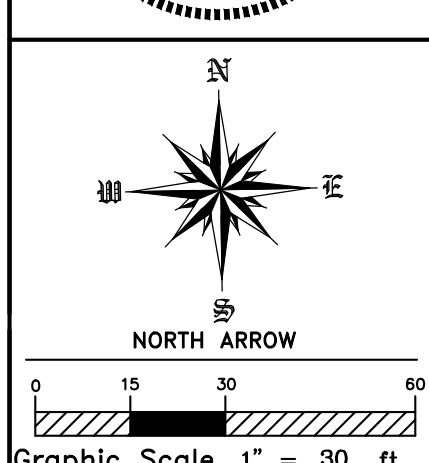
Date: 2021.08.04
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DESIGNER/OWNER

SAVE THE CHILDREN - CONCORD

430 HARRIS ST. NW
CONCORD, CABARRUS COUNTY, NC

LANDSCAPE PLAN



DESIGNED BY: **Woodbine Design**

DRAWN BY: NA

DATE: 6/17/21

REVISIONS:

- 7/21/21-1st Review Com.
- 8/4/21-2nd Review Com.

SHEET C7 OF 9

Project Number 21026

IF ANY CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE DISCOVERED, EITHER ON THE CONSTRUCTION DOCUMENTS OR THE FIELD CONDITIONS, THE CONTRACTOR MUST NOTIFY THE ENGINEER IMMEDIATELY, AND SHALL NOT COMMENCE OPERATION UNTIL THE CONFLICTS, DISCREPANCIES, OR OTHER UNSATISFACTORY CONDITIONS ARE RESOLVED.

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Parks & Recreation Projects-Caldwell Park

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

SECTION 1. The projects authorized are the projects included for Caldwell Park.

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

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

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
420-4603000				
420-4603000	Grant Proceeds	\$968,960	\$998,960	\$30,000
				<u>\$30,000</u>

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

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8300-5811002				
8300-5811002	Caldwell Park	\$1,708,960	\$1,738,960	\$30,000
		Total		<u>\$30,000</u>

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 13th day of January 2022.

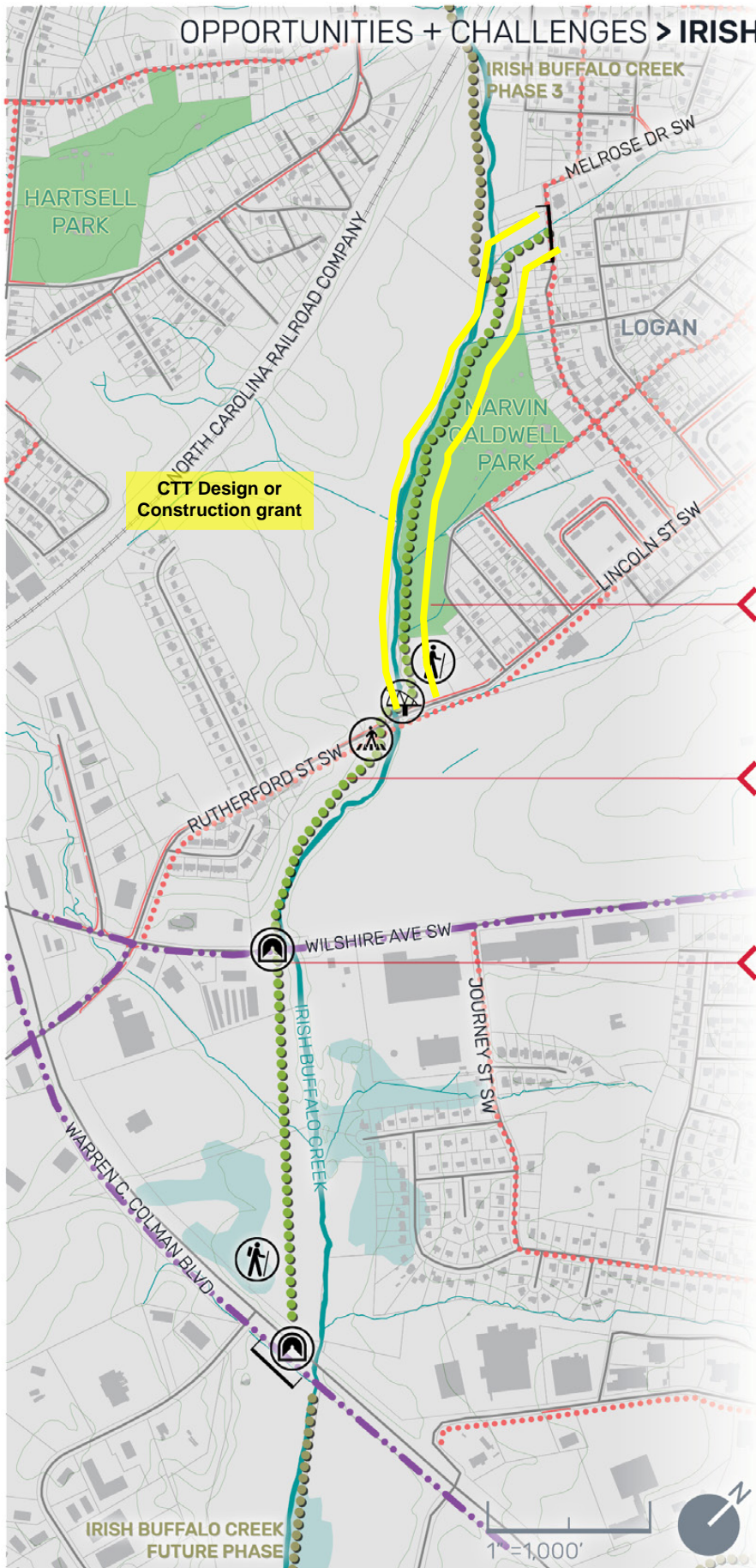
CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

OPPORTUNITIES + CHALLENGES > IRISH BUFFALO CREEK PHASE 1



Marvin Caldwell Park contains ball courts, trails, ball fields, an amphitheater, a playground, and plenty of shelters and flexible spaces along Irish Buffalo Creek.

Project will require FEMA floodplain modeling and permitting.

Design should investigate appropriate crossing of Wilshire Avenue.

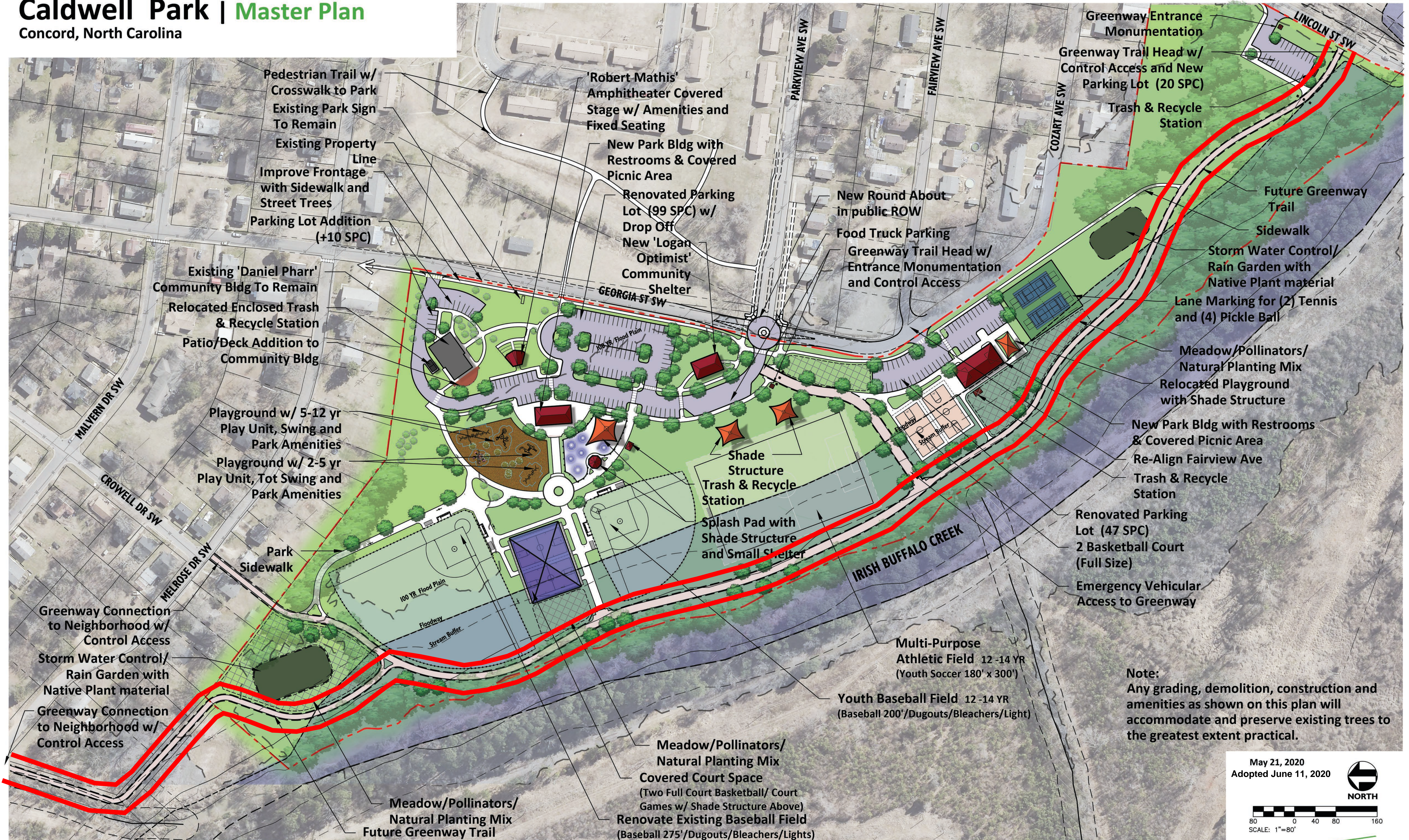
LEGEND

- PROPOSED GREENWAY TRAIL
- BOARDWALK POTENTIALLY REQUIRED
- ADJACENT GREENWAY PROJECT
- PROPOSED MULTI-USE CORRIDOR
- PROPOSED SIDEWALK
- FUNDED PROJECT
- EXISTING GREENWAY
- EXISTING SIDEWALK
- EXISTING STREET
- CITY CORPORATE LIMITS
- STREAM
- WETLAND
- PEDESTRIAN BRIDGE
- PEDESTRIAN UNDERPASS
- PEDESTRIAN CROSSWALK
- POTENTIAL TRAILHEAD PARKING

RECOMMENDATIONS

Caldwell Park | Master Plan

Concord, North Carolina



Note:
Any grading, demolition, construction and amenities as shown on this plan will accommodate and preserve existing trees to the greatest extent practical.

May 21, 2020
Adopted June 11, 2020

SCALE: 1"=80'



North Carolina Division of Parks and Recreation

Governor Roy Cooper

Secretary D. Reid Wilson

September 28, 2021

William C. Dusch, Mayor
City of Concord
PO Box 308
Concord, NC 28025

Dear Mr. Dusch:

As North Carolina's State Liaison Officer, I am pleased to announce that you and the citizens of the City of Concord were recommended to receive a grant from the federal Land and Water Conservation Fund (LWCF). Thank you for your efforts to make your community, as well as North Carolina, a better place to live. Parks and recreation provide many benefits for our citizens, from better health to cleaner air and water.

After completing a final application and approval by the National Parks Service, the City of Concord has received a grant for \$498,960 to fund the renovation of Marvin Caldwell Park. The grant period will begin on October 1, 2021. Staff from the North Carolina Parks and Recreation division will be sending additional details and information needed to proceed with your project.

We are excited about the potential of this project and look forward to working with you to make these resources available to your community. Congratulations!

Sincerely,

Dwayne Patterson

cc: ✓ Jason Pauling, City of Concord
Antionette Moyer, Regional Consultant

Dwayne Patterson, Director
NC Division of Parks and Recreation
1615 MSC - Raleigh, NC 27699-1615
919.707.9300 / ncparks.gov

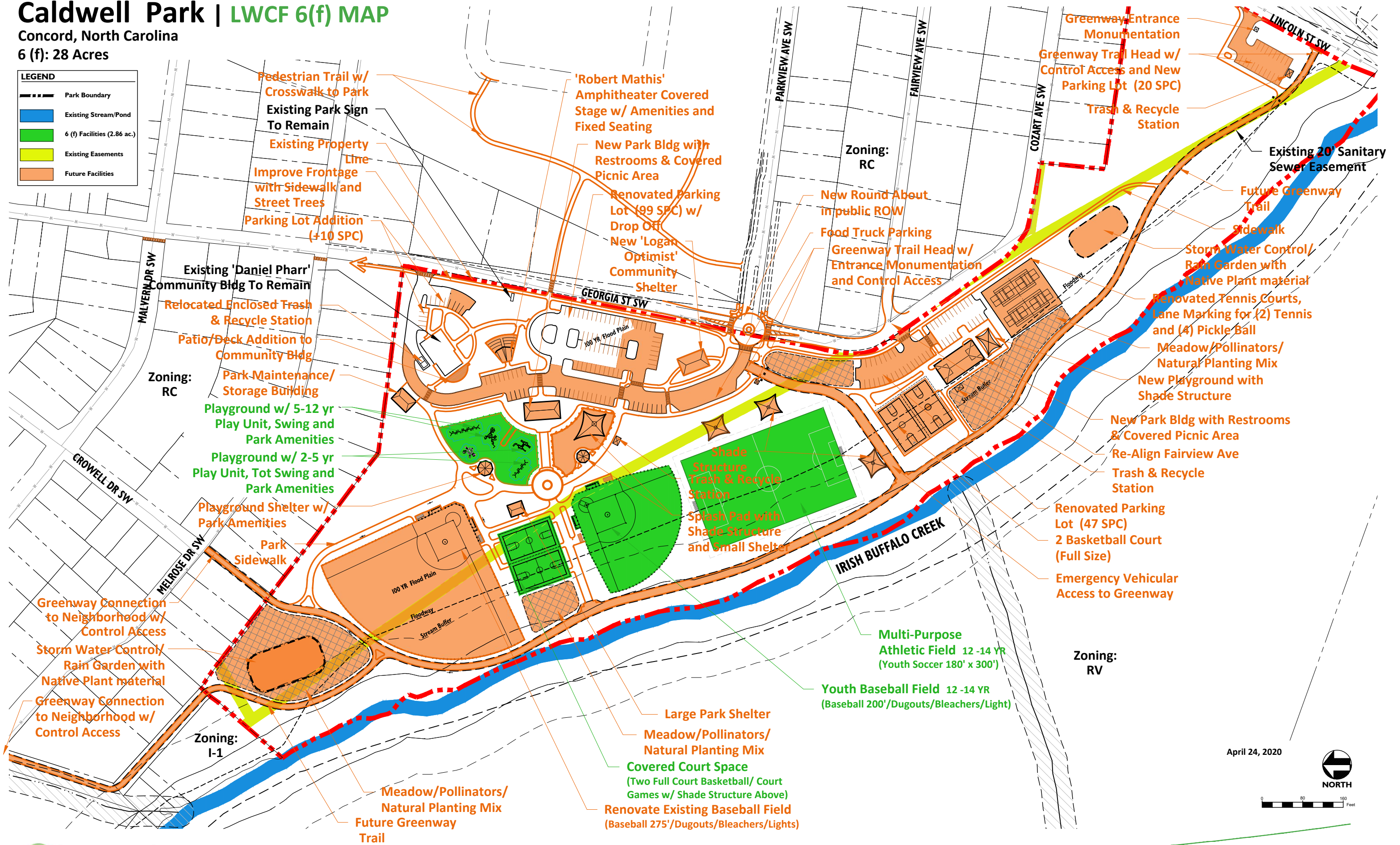
NORTH CAROLINA STATE PARKS
Naturally. Wonderful.

Caldwell Park | LWCF 6(f) MAP

Concord, North Carolina

6 (f): 28 Acres

LEGEND	
	Park Boundary
	Existing Stream/Pond
	6 (f) Facilities (2.86 ac.)
	Existing Easements
	Future Facilities



April 24, 2020



ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Parks & Recreation Projects-Caldwell Park

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

		<u>Revenues</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
420-4603000				
420-4603000	Grant Proceeds	\$965,000	\$968,960	\$3,960
				\$3,960

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<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8300-5811002				
8300-5811002	Caldwell Park	\$1,705,000	\$1,708,960	\$3,960
		Total		\$3,960

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Duly adopted by the City Council of the City of Concord, North Carolina this 13th day of January 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney



MEMORADUM

DATE: Tuesday, December 07, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Campbell Farms Subdivision PH 1 MP 3
 PROJECT NUMBER: 2018-016
 DEVELOPER: Campbell Farms Charlotte, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 54-61, 73-100
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, January 13, 2022
 ONE-YEAR WARRANTY DATE: Thursday, January 12, 2023

Water Infrastructure	Quantity
8-inch in LF	330.00
6-inch in LF	951.00
6-inch Valves	3
2-inch in LF	253.00
2-inch Valves	2
Hydrants	2

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	848.00
Manholes as EA	3



MEMORADUM

DATE: Wednesday, December 08, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Cannon Office Phase 2
 PROJECT NUMBER: 2018-004A
 DEVELOPER: Raley Miller Properties, Inc.
 FINAL CERTIFICATION - LOT NUMBERS: Building 3 and 4
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Thursday, January 13, 2022
 ONE-YEAR WARRANTY DATE: Thursday, January 12, 2023

Water Infrastructure	Quantity
6-Inch Water	40 LF
Hydrant	1 EA



MEMORADUM

DATE: Wednesday, December 02, 2020
 TO: Sue Hyde, Director of Engineering Gary Stansbury, Construction Manager
 FROM: Infrastructure Acceptance
 SUBJECT: Haven at Rocky River PH 1 MP 1 MOD
 PROJECT NAME: 2018-054
 PROJECT NUMBER: Dependable Development, LLC
 DEVELOPER: 2-7, 9-19, 57-59, 103-105, 136-140
 FINAL CERTIFICATION - LOT NUMBERS: Sewer
 INFRASTRUCTURE TYPE: Thursday, January 13, 2022
 COUNCIL ACCEPTANCE DATE: Thursday, January 12, 2023
 ONE-YEAR WARRANTY DATE:

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	517.00
Manholes as EA	-1



MEMORADUM

DATE: Monday, December 20, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Spring Meadow PH 1 MP 1
 PROJECT NUMBER: 2019-032
 DEVELOPER: Pulte Home Company, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 1-19 & 91-135
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, January 13, 2022
 ONE-YEAR WARRANTY DATE: Thursday, January 12, 2023

Water Infrastructure	Quantity
8-inch in LF	4289.00
8-inch Valves	18
6-inch in LF	30.00
6-inch Valves	1
2-inch in LF	325.00
2-inch Valves	1
Hydrants	5

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	3208.00
Manholes as EA	15



MEMORADUM

DATE: Tuesday, December 07, 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: 7-Eleven Coddle Market
 PROJECT NUMBER: 2019-055
 DEVELOPER: C4 Cstore Holdings II, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Site
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Friday, January 13, 2022
 ONE-YEAR WARRANTY DATE: Thursday, January 12, 2023

Water Infrastructure	Quantity
8-inch in LF	182.00
8-inch Valves	1
2-inch in LF	37.00
Hydrants	1

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	638.30
Manholes as EA	4



MEMORADUM

DATE: Thursday, December 2 2021
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Oaklawn Townhomes
 PROJECT NUMBER: 2020-012
 DEVELOPER: Oaklawn Project I, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 1-30, 34-67, 69-75
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, January 13, 2022
 ONE-YEAR WARRANTY DATE: Thursday, January 12, 2023

Water Infrastructure	Quantity
2-inch in LF	561.00
2-inch Valves	5
8-inch in LF	1349.00
8-inch Valves	12
Hydrants	3

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	2289.00
Manholes as EA	17

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	
680-4401305	Fuel Sales/Avgas	1,284,500	1,844,500	560,000
680-4401309	Fuel Sales/Jet A	3,785,000	6,497,000	2,712,000
Total				<u>3,272,000</u>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4530-5271000	Purchases-Fuel/Avgas	717,601	1,277,601	560,000
4530-5272000	Purchases-Fuel/Jet A	2,017,091	4,729,091	2,712,000
Total				<u>3,272,000</u>

Reason: To allocate fuel sales in excess of original budget to cover fuel expense related to the higher than anticipated sales.

Adopted this 13th day of January, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE
FIRST CONCORD

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 authorized/amended:

SECTION 1. The project authorized/amended is First Concord – 2014 LOBS – Market Street Lot Redevelopment and Generator Relocation.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation/amendment of the projects.

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

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
552-4361000	Investment Earnings	32,496	35,633	3,137
Total				3,137

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
6990-5811276				
6990-5811276	Generator Relocation	909,000	917,312	8,312
6990-5811249				
6990-5811249	Market St. Lot Redevelopment	1,128,176	1,123,001	(5,175)
Total				3,137

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 agreement and other agreements executed or to be executed with the various parties involved with the project; and (2) to comply with the Local Government Budget and Fiscal Control Act of the State of North Carolina.

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 13th day of January, 2022.

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	
100-4351000	Sale of Fixed Assets	0	48,532	48,532
Total				48,532

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4320-5121000	Fiber - Regular Salaries	0	26,867	26,867
4320-5183000	Fiber - Group Insurance	0	2,882	2,882
4320-5181000	Fiber - FICA	0	2,056	2,056
4320-5182000	Fiber - Retirement-General	0	3,345	3,345
4320-5187000	Fiber - 401K Contribution	0	940	940
4320-5260000	Fiber - Supplies-Office	0	12,442	12,442
Total				48,532

Reason: To appropriate proceeds from the sale of fixed assets to cover initial costs of new Fiber Network Management department and hiring of Fiber Manager.

Adopted this 13th day of January, 2022.

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				
 <u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
7501-5210010	RRGC Operating Exp	841,000	846,000	5,000
7501-5558000	Bldgs & Imprv - Capital	0	30,000	30,000
7501-5990001	Approp to Ret Earnings	103,387	68,387	(35,000)
Total				0

Reason: To appropriate funds to cover additional improvements needed at the golf course.

Adopted this 13th day of January, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE AMENDMENT

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

SECTION 1. The projects authorized and amended are the projects included for CK Rider Transit System.

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
630-4357300				
630-4357300	Federal Aid	13,500,638	14,072,273	571,635
630-4337000				
630-4337000	Local Shared Revenue	4,704,417	4,847,326	142,909
				714,544

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

Exp. Account	Title	Current Budget	Amended Budget	(Decrease) Increase
7690-5540000				
7690-5540000	Vehicles – Capital	767,849	1,482,393	714,544
				714,544

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 13th day of January, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE AMENDMENT
Wastewater 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 Coldwater Creek Outfall to 49 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
421-4601000	Bond Proceeds	8,734,000	0	<u>(8,734,000)</u>
				<u>(8,734,000)</u>

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8402-5801177	Coldwater Creek Outfall to 49	8,734,000	0	<u>(8,734,000)</u>
	Total			<u>(8,734,000)</u>

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 13th day January, 2022.

CITY COUNCIL
 CITY OF CONCORD
 NORTH CAROLINA

 William C. Dusch, Mayor

ATTEST: _____
 Kim Deason, City Clerk

 Valerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE

Water Projects

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

SECTION 1. The projects authorized and amended are Water Projects-US29 RR Bridge Line Relocate.

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/expenditures are anticipated to be available to the City of Concord for the project:

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8700-5811315				
8700-5811315	US29 RR Bridge Line	\$45,000	\$99,300	\$54,300
8700-5811082				
8700-5811082	Future Projects	\$188,340	\$134,040	\$(54,300)

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 13th day of January, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**Outstanding Debt of the City of Concord
31-Dec-21**

Series	Revenue Bonds Description	12/31/2021	Final Maturity	Avg Coupon	Use of Proceeds	Remaining	Remaining
		Principal Outstanding				FYE 2022 Principal Due	FYE 2022 Interest Due
Series 2012	Utility System Revenue Bonds-Refunding	\$8,805,000	12/1/2028	4.080%	Water/Electric	\$0	\$157,728
Series 2019	Utility System Revenue Bonds-Refunding	\$2,227,000	12/1/2022	1.670%	Water/Electric/Sewer	\$0	\$18,595
Series 2016	Utility System Revenue Bonds-Refunding	\$16,740,000	12/1/2035	4.684%	Water/Electric/Sewer	\$0	\$396,000
TOTAL		<u>\$27,772,000</u>		<u>4.337%</u>		<u>\$0</u>	<u>\$572,323</u>

Series	Non General Obligation Debt Description	6/30/2021	Final Maturity	Interest Rates	Use of Proceeds	FYE 2022	FYE 2022
		Balance Outstanding				Principal Due	Interest Due
Series 2014A	Limited Obligation	\$20,675,000	6/1/2034	2.0% to 5%	**Building/Telecommunication	\$1,495,000	\$431,891
11/10/2015	Installment Purchase	\$3,919,000	5/1/2030	2.420%	Parking Facility-Aviation	\$395,000	\$47,420
10/11/2017	Installment Purchase Refunding 07 IPA	\$3,743,810	6/30/2028	2.040%	***Aviation/Fire Station	\$332,848	\$38,187
3/10/2021	Installment Purchase	\$6,200,000	3/1/1931	1.430%	Fire Station 12	\$620,000	\$44,330
11/15/2004	Installment Purchase	\$656,250	11/15/2024	5.010%	Aviation-Hendrick Hangar	\$112,500	\$15,265
TOTAL		<u>\$35,194,060</u>				<u>\$2,955,348</u>	<u>\$577,093</u>
		<u>\$62,966,060</u>				<u>\$2,955,348</u>	<u>\$1,149,416</u>

** City Hall, Police HQ, Telecommunication Equip.

*** Land, Hangar, N Taxiway, Fuel Farm, Fire Station 9

Notes

2014 LOBS refunded the 2005 COPS

2017 IPA refunding 2008 IPA

2016 Utility Revenue Bonds refunded 2008 bonds

2019 Utility Revenue Bonds refunded 2009B bonds

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

2021 BUDGET YEAR	21,930,616.30
2020	24,965.03
2019	4,094.14
2018	1,283.37
2017	185.62
2016	159.22
2015	177.55
2014	177.55
2013	177.55
2012	177.55
Prior Years	486.78
Interest	4,899.61
Refunds	
	<hr/>
	21,967,400.27

Vehicle Tax Receipts- County

2021 BUDGET YEAR	400,167.68
2020	
2019	
2018	
2017	
2016	
2015	
Prior Years	
Penalty & Interest	4,576.68
Refunds	
	<hr/>
	404,744.36

Fire District Tax - County

2021 BUDGET YEAR	81,238.25
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Less: Collection Fee from County

Net Ad Valorem Collections	<hr/>
	22,453,382.88

423:Vehicle Tag Fee-Transportation Impr Fund	31,056.30
100:Vehicle Tag Fee	126,107.40
292:Vehicle Tag Fee-Transportation Fund	31,056.30
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<hr/>
	188,220.00

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

Oakwood Cemetery current	4,325.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	350.00
Rutherford Cemetery endowment	-
West Concord Cemetery current	5,175.00
West Concord Cemetery endowment	600.00
Total Cemetery Collections	<hr/>
	10,450.00

Total Collections	<hr/>
	\$ 22,652,052.88

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	22,341.28
Discovery Penalty	5,176.09
Total Amount Invoiced - Monthly	<u>27,517.37</u>
Total Amount Invoiced - YTD	65,379,795.90

Current Year	
Less Abatements (Releases)	
Real	1,194.15
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>1,194.15</u>

Adjusted Amount Invoiced - monthly	26,323.22
Adjusted Amount Invoiced - YTD	65,294,111.54

Current Levy Collected	21,930,616.30
Levy Collected from previous years	31,884.36
Penalties & Interest Collected	4,899.61
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>21,967,400.27</u>
Total Collected - YTD	34,363,098.22

Total Collected - net current levy -YTD 34,205,137.00

Percentage of Collected -current levy 52.39%

Amount Uncollected - current year levy 31,088,974.54

Percentage of Uncollected - current levy 47.61%

100.00%

CITY OF CONCORD

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

RELEASES		
CITY OF CONCORD	\$	1,194.15
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	-
CONCORD DOWNTOWN	\$	-

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2016	0	243,676	243,676	0.0048	1,169.64	701.79	
2017	0	322,164	322,164	0.0048	1,546.39	773.19	
2018	0	383,955	383,955	0.0048	1,842.98	737.20	
2019	0	957,230	957,230	0.0048	4,594.70	1,378.42	
2020	0	864,285	864,285	0.0048	4,148.57	829.71	
2021	308,610	1,574,514	1,883,124	0.0048	9,039.00	755.78	
Total	308,610	4,345,824	4,654,434		\$ 22,341.28	\$ 5,176.09	
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	42,230	42,230	0.0023	97.13	9.71	
Total	0	42,230	42,230		\$ 97.13	\$ 9.71	

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 11/30/2021

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP BARCLAYS US CCP FUNDING LLC 0 12/7/2021	067425XMG9	5,000,000.00	4,998,000.00	12/7/2021	0.120	1.35	N/A	99.96	7
CP COLLAT V CO LLC 0 12/22/2021	19424HZN3	5,000,000.00	4,996,966.67	12/22/2021	0.120	1.35	N/A	99.939333	22
CP LMA S A DISC CP 0 1/19/2022	53944RAK4	5,000,000.00	4,997,450.00	1/19/2022	0.120	1.35	N/A	99.949	50
CP ING US FUNDING 0 2/14/2022	4497W1BE5	5,000,000.00	4,994,022.22	2/14/2022	0.160	1.35	N/A	99.880444	76
CP CHESHAM 0 2/25/2022	16536JBR7	5,000,000.00	4,996,081.95	2/25/2022	0.130	1.35	N/A	99.921639	87
CP BAYERISCHE LANDESBK GIRO 0 3/16/2022	07274MCG8	5,000,000.00	4,996,250.00	3/16/2022	0.150	1.35	N/A	99.925	106
CP CREDIT SUISSE 0 3/25/2022	2254EBCR0	5,000,000.00	4,993,672.22	3/25/2022	0.170	1.35	N/A	99.873444	115
CP ICBC LTD 0 4/8/2022	45581CD85	5,000,000.00	4,995,895.83	4/8/2022	0.150	1.35	N/A	99.917917	129
CP CROWN PT CAP CO LLC 0 4/18/2022	2284K1DJ9	5,000,000.00	4,994,970.85	4/18/2022	0.170	1.35	N/A	99.899417	139
CP BAQUE ET CAISSE EPARGNE 0 5/2/2022	0667K1E23	5,000,000.00	4,995,955.56	5/2/2022	0.130	1.35	N/A	99.919111	153
CP NATIXIS 0 5/24/2022	63873KEQ6	5,000,000.00	4,994,923.60	5/24/2022	0.170	1.35	N/A	99.898472	175
CP LLOYDS BANK CORP 0 5/31/2022	53948BEX3	5,000,000.00	4,994,422.22	5/31/2022	0.160	1.35	N/A	99.888444	182
CP BANCO DE CHILE 0 6/1/2022	05952TF16	5,000,000.00	4,993,369.44	6/1/2022	0.220	1.35	N/A	99.867389	183
CP CHARLOTTE MECK HOSP 0 6/22/2022	16085KFN4	5,000,000.00	4,995,550.00	6/22/2022	0.120	1.35	N/A	99.911	204
CP MOUNTCLIFF 0 7/20/2022	62455BGL3	5,000,000.00	4,990,200.00	7/20/2022	0.281	1.35	N/A	99.804	232
CP CREDIT SUISSE 0 8/19/2022	2254EBHK0	5,000,000.00	4,988,000.00	8/19/2022	0.321	1.35	N/A	99.76	262
Sub Total / Average Commercial Paper		80,000,000.00	79,915,730.56		0.168	21.65		99.894688	133
FFCB Bond									
FFCB 0.14 5/18/2023-21	3133EMZP0	5,000,000.00	4,997,000.00	5/18/2023	0.170	1.35	N/A	99.94	534
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.35	N/A	100	618
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.35	N/A	100	661
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.35	N/A	100	730
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.35	N/A	99.957	780
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.35	N/A	99.98	822
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.94	N/A	99.94	857
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.35	N/A	100	993
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.35	N/A	100	1,015
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.13	N/A	99.6	1,056
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.35	N/A	100	1,238
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.35	N/A	100	1,399
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.35	N/A	100	1,659
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.35	N/A	100	1,763
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.35	N/A	100	1,946
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.35	N/A	100	2,292
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.35	N/A	100	2,305
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.35	N/A	99.725	2,613
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.34	N/A	99.2	2,662
Sub Total / Average FFCB Bond		92,659,000.00	92,571,262.00		0.718	25.08		99.905706	1,376
FHLB Bond									
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.35	N/A	100	668
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.35	N/A	99.85	674
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.35	N/A	100	727
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.35	N/A	100	801
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.15	N/A	106.665827	805
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.35	N/A	100	881
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.35	N/A	100	906

FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.35	N/A	100	906
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.35	N/A	100	920
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.35	N/A	100	958
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.35	N/A	100	972
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.35	N/A	100	1,001
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.35	N/A	99.98	1,323
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.35	N/A	99.98	1,420
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.764	1.35	N/A	100	1,491
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.35	N/A	100	1,521
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.35	N/A	99.9	1,540
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.35	N/A	100	1,561
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.35	N/A	100	1,611
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.35	N/A	99.725	2,086
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.35	N/A	100	2,893
Sub Total / Average FHLB Bond		100,520,000.00	100,526,412.30		0.642	27.23		100.008731	1,240
FHLMC Bond									
FHLMC 0.375 4/20/2023	3137EAEQ8	1,290,000.00	1,291,301.24	4/20/2023	0.341	0.35	N/A	100.100871	506
FHLMC 2.75 6/19/2023	3137EAEN5	1,225,000.00	1,317,965.25	6/19/2023	0.244	0.36	N/A	107.589	566
FHLMC 0.25 6/26/2023	3137EAES4	3,220,000.00	3,219,567.60	6/26/2023	0.254	0.87	N/A	99.986726	573
FHLMC 0.25 9/8/2023	3137EAEW5	2,120,000.00	2,120,844.05	9/8/2023	0.236	0.57	N/A	100.039854	647
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.35	N/A	100	744
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.61	N/A	100	962
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.35	N/A	100	1,687
Sub Total / Average FHLMC Bond		20,105,000.00	20,199,678.14		0.425	5.47		100.503675	939
FNMA Bond									
FNMA 2 10/5/2022	3135G0T78	2,655,000.00	2,688,288.85	10/5/2022	1.547	0.73	N/A	101.253967	309
FNMA 2.375 1/19/2023	3135G0T94	1,820,000.00	1,884,180.01	1/19/2023	1.134	0.51	N/A	103.531596	415
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.35	N/A	100	625
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	651
FNMA 0.3 10/27/2023-21	3136G4A6A	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.35	N/A	100	696
FNMA 0.25 11/27/2023	3135G06H1	3,705,000.00	3,707,833.90	11/27/2023	0.223	1.00	N/A	100.076557	727
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.35	N/A	100	759
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.43	N/A	106.058	797
FNMA 1.75 7/2/2024	3135G0V75	1,510,000.00	1,571,618.47	7/2/2024	0.361	0.43	N/A	104.080727	945
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.35	N/A	100	1,001
FNMA 1.625 10/15/2024	3135G0W66	2,380,000.00	2,454,218.36	10/15/2024	0.577	0.66	N/A	103.119202	1,050
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.35	N/A	99.797	1,112
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.35	N/A	100	1,322
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.35	N/A	100	1,358
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.35	N/A	100	1,364
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.35	N/A	100	1,794
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.35	N/A	100	2,165
Sub Total / Average FNMA Bond		64,740,000.00	65,150,342.59		0.553	17.65		100.661507	1,096
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	65,360.93	65,360.93	N/A	0.010	0.02	N/A	100	1
NCCMT LGIP	NCCMT481	429,371.21	429,371.21	N/A	0.010	0.12	N/A	100	1
NCCMT LGIP	NCCMT271	104,087.09	104,087.09	N/A	0.010	0.03	N/A	100	1
Sub Total / Average Local Government Investment Pool		598,819.23	598,819.23		0.010	0.16		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	10,151,434.28	10,151,434.28	N/A	0.100	2.75	N/A	100	1
Sub Total / Average Money Market		10,151,434.28	10,151,434.28		0.100	2.75		100	1
Total / Average		368,774,253.51	369,113,679.10		0.515	100		100.100252	957