



City Council Agenda

Thursday, March 10, 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

January 28, February 8, and February 10, 2022.

IV. Presentations

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

2. Presentation of a retirement plaque to Tom Bach for over 7 years of service to the City of Concord Water Resources Department. Tom's engineering career spans nearly 40 years, and approximately 31 of those years he has worked in the public sector with the City of Concord, the Water & Sewer Authority of Cabarrus County, the City of Charlotte, and the North Carolina Department of Transportation. For over the last 7 years, Tom has worked for the City of Concord in the Water Resources Department as the Engineering Manager. As the Engineering Manager, Tom's main responsibilities are managing water, wastewater and stormwater projects; assisting with the development of the department's Capital Improvement Program (CIP) projects; and overseeing the department's System Protection Division. Tom has served as the Neighborhood Liaison for the Winding Walk Community and has presented for various City sponsored programs, including Civic Education, Journey through Concord, and Concord 101. Tom currently serves on several boards and committees and has always been actively engaged in the water industry. After retiring from the City, Tom is planning to continue work within the water industry and continue co-teaching swing dance with his wife Denise.

3. Presentation of Proclamation recognizing Women's History Month.

V. Unfinished Business

VI. New Business

A. Informational Items

B. Departmental Reports

C. Recognition of persons requesting to be heard

D. Public Hearings

1. Conduct a public hearing and consider adopting an ordinance annexing +/- 2.553 acres of property located at 7995 Old Holland Rd, owned by William and Mary Caudle. The request is for voluntary annexation of +/- 2.553 acres of property located at 7995 Old Holland Rd, owned by William and Mary Caudle. If annexed, petitioner intends to apply for the RC-CD (Residential Compact Conditional District) zoning classification in order to construct a multi-family development. The development would split the County line with 18 units proposed in Cabarrus County/Concord.

Recommendation: Consider making a motion to adopt an annexation ordinance and set the effective date for March 10th, 2022.

E. Presentations of Petitions and Requests

1. Consider adopting a resolution authorizing the City Manager to enter into a lease agreement with Zato LLC for real property located at 30 Church St, S, and the

adjacent plaza, for a ten-year term with an option to renew for one five-year term. 30 Church Street S (see attached map for reference) is owned by the City of Concord. Staff has worked with Zato LLC, the North Carolina-based limited liability corporation that holds the franchise for Benny's Pizza, to develop a proposed lease agreement. Zato LLC is prepared to invest an estimated \$300,000 in the building and adjacent plaza space for Benny DaCorsa's Pizza. Zato LLC would pay an annual lease rate of \$6,396 for years 1-5 and \$8,000.04 for years 6-10, with an option to renew for one five-year term at rates set forth in the lease agreement. Benny's would be responsible for all upfit costs and maintenance to the interior of the building for the duration of the lease. City of Concord would be responsible for the envelope of the building (e.g. the roof and exterior walls). Based on a current assessment of the roof, the City would spend \$5,000 to seal the existing roof and extend its life by at least 10 years. See attached franchise marketing deck for an overview of Benny's Pizza.

Recommendation: Motion to adopt a resolution authorizing the City Manager to enter into a lease agreement with Zato LLC for the real property located at 30 Church St, S, and the adjacent plaza, for a ten-year term with an option to renew for one five-year term.

- 2. Consider adopting a resolution authorizing an eminent domain action for a portion of the property located at the corner of 285 Academy Avenue, NW and Duval Street, NW and being described as 0.021 acres.** Title to this property is currently in the names of the heirs of Louis D. Duval and of J. L. Hartsell, who purchased the property in 1898. Due to various issues with the title to the property, clear title cannot be conveyed by any entity. The tax value of the entire lot property is listed at \$34,000. The value of the 0.021 acre portion is estimated to be \$500 based upon the overall tax value and the location of the subject portion. This eminent domain action is requested for the purpose of making the full lot available for affordable housing.

Recommendation: Motion to adopt a resolution authorizing an eminent domain action for a portion of the property located at the corner of 285 Academy Avenue, NW and Duval Street, NW and being described as 0.021 acres.

- 3. Consider authorizing the Concord ABC Board to retain previously approved excess funds.** In June 2021, the Concord ABC Board received approval from City Council to retain excess working capital funds in the amount of \$1,463,251 to complete a new ABC store location on George W. Liles Blvd. The last payment on the building has been made and a balance of \$789,000 is remaining. The Concord ABC Board is requesting to retain the previously approved funds to assist with plans to construct a warehouse expansion.

Recommendation: Motion to authorize the Concord ABC Board to retain previously approved excess funds to assist with construction of an expansion to the existing warehouse.

- 4. Consider authorizing the City Manager to negotiate and execute a contract with Kongsberg Defence & Aerospace for a ground lease to install a remote tower.** Kongsberg Defence & Aerospace would lease ground space at the airport to install a mast for a "virtual tower". This will be a demonstration project to obtain FAA certification to provide ATC Services at airports from a remote control room with video-sensor type surveillance equipment instead of "out-of-the-window" views from a traditional ATC tower. The objective is to provide consistent, high-quality ATC services in a more efficient and cost effective manner. The video equipment provides real-time imagery of the runway, airfield and nearby airspace on large monitors providing a 360-degree virtual view to the controllers. In addition to the live video feed, the controllers have all the same air traffic management computer systems as they would in a local control tower including voice communication, meteorological data, and flight plans.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Kongsberg Defence & Aerospace

5. Consider adopting a resolution to amend and restate the Articles of Incorporation for the Concord Family Enrichment Association. The Concord Family Enrichment Association (CFEA) has voted to amend the articles of incorporation (AOI) for the corporation. The amended AOI, upon adoption, officially changes the name of the corporation from CFEA to WeBuild Concord and amends the corporation's registered agent and address. Other amendments, as stated, allow the Board of Directors more latitude and authority in making decisions on behalf of the corporation to include acquisitions, encumbrances, property disposition, revising the bylaws, and other functions related to the daily operation of the corporation.

Recommendation: Motion to adopt a resolution to amend and restate the Articles of Incorporation for the Concord Family Enrichment Association.

6. Consider approving an application for the Construction Training Partnership to receive \$65,000 in funding from the North Carolina Housing Finance Agency. The Construction Training Partnership (CTP) is a joint effort between the North Carolina Housing Finance Agency (NCHFA) and the North Carolina Home Builders Association (NCHBA) to train disadvantaged residents of limited financial means for jobs within the construction industry while assisting the community with affordable housing efforts. NCHBA facilitates two (2) eight-week sessions limited to an average of 9 students per class. The first 5-6 weeks consists of classroom based learning accompanying daily hands-on training. The final 2-3 weeks are completed working at an actual job site overseen by the instructor. After each week of class, participants are given various tools of the trade. The program is designed to equip students with the basic skills and tools needed to enter the construction field. The program requires a \$65,000 match by the City of Concord, allocated by Concord to NCHBA to be used to purchase materials, pay the instructor, secure a site, and other class-related expenses. Since the program start date is July 1, 2022, this match can be part of the annual budget process if the City is awarded the funding from the NCHFA. The NCHFA portion would be allocated for Concord to use on a newly constructed home or rehabilitation project that benefits a homeowner or renter who is 80% or below area median income.

Recommendation: Motion to approve the submission to the Construction Training Partnership for \$65,000 in funding from the North Carolina Housing Finance Agency.

7. Consider authorizing the City Manager to negotiate a contract in the amount of \$745,000 with Office Environments for purchase of furniture, fixtures and equipment related to the new Electric Operations Center. Electric staff evaluated Furniture, Fixtures and Equipment (FFE) suppliers and selected Office Environments to partner with on design of all needed FFE for the new Electric Systems Operations Center. The new building contains 38 offices, 3 conference rooms, a lunch room, an auditorium and 6 workshops which will require considerable FFE items including desks, chairs, tables, work-tables, collaboration areas, auditorium seating, lockers and other associated equipment. Office Environments has worked closely on the design with the Architect and Design-Build contractor for the site and has produced a design and associated costing model. The overall cost of \$745,000 will include design, materials, installation and construction management. All items will be purchased via the pre-bid North Carolina State Department of Administration 420A contract which the City of Concord is a member of.

Recommendation: Motion to authorize the City Manager to negotiate a contract in the amount of \$745,000 with Office Environments for purchase of furniture, fixtures and equipment related to the new Electric Operations Center.

8. Consider authorizing the City Manager to negotiate a contract with Visual Sound Inc. for \$320,468.14 for the Electric Systems Operations Center grid control video system and five-year warranty/service package. The new Electric Systems Operations Center will utilize a state-of-the-art Control Center for grid monitoring and

control. The system will consist of engineering services, a 6x3 monitoring wall, video control system server, all associated cabling, installation and all software platforms. Bid specifications detailing the grid video control system were developed and formal bids were received on February 9, 2022. Three bids were received and evaluated for adherence to the bid specifications, pricing and responsiveness of the bidders. The low bidder, Visual Sound Inc. was determined to be a responsible and responsive bidder. Evaluation of their work history proves them to be quality partner for this project. Total cost for the engineering, equipment and installation comes in at \$256,403.03, which includes a two-year equipment warranty. A three-year extension of the manufacturer's equipment warranty coupled with a five-year service and support package will provide five years of full coverage for the entire system at a cost of \$64,065.11. Total cost of the system including the five-year extended warranty/service package comes to \$320,468.14.

Recommendation: Motion to authorize the City Manager to negotiate a contract with Visual Sound Inc. in the amount of \$320,468.14 for purchase of a grid control system engineering, equipment, installation and five-year warranty/service package.

- 9. Consider adopting an ordinance amending the City of Concord Code of Ordinances, Chapter 34, Fire Prevention and Protection.** The proposed amendments would address inconsistencies in the establishment of the Fire Marshal's Office and appointment of the Fire Marshal, requirements for lock boxes placed on commercial properties along with updating which version of the North Carolina Fire Code is currently adopted. Other language has been updated to remain consistent with the current version of the North Carolina Building Codes. Also, Sec.34-81, Records of Inspection of Fire Protection Systems, has been added to designate how inspection reports are submitted to the Fire Marshal's Office.

Recommendation: Motion to adopt an ordinance amending the City of Concord Code of Ordinances, Chapter 34, Fire Prevention and Protection.

- 10. Consider authorizing the City Manager to negotiate and execute a contract with Alfred Benesch & Company for full design services for Phases 1 and 2 of Caldwell Park in the amount of \$521,535.** City Council adopted the new master plan for the renovation and redevelopment of Caldwell Park in June of 2020. The existing park, located at 362 Georgia Street SW, is approximately 24 acres. Parks and Recreation has selected the firm, Alfred Benesch & Company, located out of Charlotte through an RFQ process for professional design services for the park. Benesch has also completed the Master Plan, Complete Surveying, and Schematic Design for the park. The design phase will include 1) Project Meetings, 2) Sub-Surface Investigations, Soil Borings, Groundwater and Laboratory Services Investigations, 3) Wetland Delineations, and USACE/NCDWR Verifications, 4) Design Development Plans, 5) Construction Plans and Documents, 6) Architectural Design Plans, 7) Site Electrical & Utility Design Services, 8) Permitting Assistance, 9) Construction Administration/Observation (if applicable), and 10) Reimbursable Expenses. Renovation/Redevelopment of Caldwell Park is a top priority project for the City, and this design will include items funded by the Land and Water Conservation Fund (LWCF) Federal Grant, and the Parks and Recreation Trust Fund (PARTF) State Grant. These items include a fully inclusive playground, covered courts, youth baseball diamond, new multi-purpose field, new splash pad, new Logan Optimist Shelter, and the first phase of Irish Buffalo Creek Greenway. Funding identified as part of the Capital Improvement Plan for Caldwell Park in account 8300-5811002.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Alfred Benesch & Company in the amount of \$521,535 for Full Design services for Phases 1 and 2 of Caldwell Park.

- 11. Consider adopting a reimbursement resolution for expenditures associated with a planned parks improvements general obligation bond.** Staff has determined

that it is in the best interest of the City to acquire, construct and equip certain improvements to its parks. It is anticipated that the projects will be funded by a general obligation bond during fiscal year 2023 or later. Until the bond is issued, there will be expenditures that are associated with the project that the City will need to be reimbursed for. Once the bonds are issued, the proceeds from that issue will be used to pay the City back for any expenditures that occur before the bonds are issued. The City presently intends and reasonably expects to reimburse itself for the original expenditures incurred and paid by the City on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The City reasonably expects to execute and deliver the Obligations to finance all or a portion of the costs of the Projects and the maximum principal amount of Obligations expected to be executed and delivered by the City to pay for all or a portion of the costs of the Projects is \$60,000,000.

Recommendation: Motion to adopt a reimbursement resolution for expenditures associated with a planned parks improvements general obligation bond.

- 12. Consider adopting a reimbursement resolution for expenditures associated with a planned 2022 utility improvements revenue bond.** Staff has determined that it is in the best interest of the City to acquire, construct, and equip certain improvements to its water system. It is anticipated that the projects will be funded by a revenue bond in fiscal year 2023. Until the bond is issued, there will be expenditures that are associated with the project that the City will need to be reimbursed for. Once the bonds are issued, the proceeds from that issue will be used to pay the City back for any expenditures that occur before the bonds are issued. The City presently intends and reasonably expects to reimburse itself for the original expenditures incurred and paid by the City on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the Obligations. The City reasonably expects to execute and deliver the Obligations to finance all or a portion of the costs of the Projects and the maximum principal amount of Obligations expected to be executed and delivered by the City to pay for all or a portion of the costs of the Projects is \$27,000,000.

Recommendation: Motion to adopt a reimbursement resolution for expenditures associated with a planned 2022 utility improvements revenue bond.

- 13. Consider authorizing the approval and execution of the Wastewater Service Agreement between WSACC and its members.** The Wastewater Service Agreement serves as the basis for the security for the repayment of the upcoming revenue bond sale by WSACC to fund plant expansion projects. Since WSACC only has four major customers (member jurisdictions), it is imperative that members contractually agree to pay their monthly charges in order to facilitate debt issuance. Legal and other staff have reviewed the agreement.

Recommendation: Motion to approve the execution of the Wastewater Service Agreement.

- 14. Consider amending the Sewer Allocation Policy.** City Council approved the Sewer Allocation Policy at their December 21, 2021 work session. The amendments proposed are based on Council discussions and include: allotments within the residential category for single family, townhomes, and apartments; dropping the one year timeframe to receive final sewer allocation for public projects; and clarifying that speculative industrial buildings will not be considered for preliminary flow allocation until a use is determined but may be built at developer's risk.

Recommendation: Motion to amend the Sewer Allocation Policy.

- 15. Consider a Preliminary Application from Dustin Hare.** In accordance with City Code Chapter 62, Dustin Hare has submitted a preliminary application to receive water and sewer service outside the City limits. The property is located at 796 Piney Church Road. The parcel is vacant, 2.01 acres, and zoned LDR. The applicant wants to build

a single family home on the parcel. A sewer extension by the applicant would be required.

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

- 16. Consider making appointments to various Boards/Commission.** A committee consisting of Mayor Dusch, Council Members Langford and Stocks, the City Manager, the Planning and Neighborhood Development Services Director, and the City Clerk met on March 7th to review applications on file for appointment considerations to the Board of Adjustment, Planning and Zoning Commission and the Public Art Advisory Committee.

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

VII. Consent Agenda

- A. Consider authorizing the City Manager to execute a contract with Martin Starnes & Associates, CPAs, P.A. for the audit of City of Concord accounts for fiscal year ending June 30, 2022.** Approval will continue the relationship between the City and Martin Starnes & Associates, CPAs, P.A. The fees are set at \$52,025 for the fiscal year ending June 30, 2022.

Recommendation: Motion to authorize the City Manager to execute a contract with Martin Starnes & Associates, CPAs, P.A. for the audit of City of Concord accounts for fiscal year ending June 30, 2022.

- B. Consider reallocating \$1,450 in CARES funding from Prosperity Unlimited to Salvation Army for the repair work completed to the Food Pantry facility.** In November of 2020, Council approved an allocation of \$25,000 to complete repairs to the food storage area of The Salvation Army facility. The repairs were needed due to a water issue where additional COVID food is stored for both the pantry and shelter guests. In September of 2021, Council approved an additional allocation of \$18,900 resulting from the material cost increase. During the repair work, a pre-existing broken water line was discovered requiring a change order. The repair total was \$1,450. In August of 2020, Council approved \$149,818.08 of CARES funds to Prosperity Unlimited to respond to mortgage needs within Concord. Due to the foreclosure moratorium being extended, Prosperity has not expended all of these funds. Staff has discussed the reallocation of \$1,450 funds with Prosperity to cover the added work at the Salvation Army Food Pantry facility.

Recommendation: Motion to approve reallocating \$1,450 in CARES funding from Prosperity Unlimited to Salvation Army for the repair work completed to the Food Pantry facility.

- C. Consider adopting the name GM One Team Dr, NW for a new private street.** According to the Code of Ordinances, the City Council assigns official street names to public and private streets. Hendrick Motorsports is requesting that a private street on the Hendrick Auto Plaza property be given a name. The proposed new street is entirely on the Hendrick property and will not affect other property owners. This street would serve the GM Technical Center that is currently under construction and nearing completion, as well as a planned future building. There are two existing private streets on the property, Hendrick Auto Plaza, NW and Papa Joe Hendrick Blvd, NW. Cabarrus County has confirmed that the name of GM One Team Dr, NW will not cause a conflict with other street names in the County. The City would not incur any cost associated with this change as the property owner will pay for the street signs.

Recommendation: Motion to approve adopting the name of GM One Team Dr NW for the private street on the Hendrick Auto Plaza property

- D. Consider approving the current Concord ABC Board Travel Policy.** The ABC Board is required by the NC General Statute to have their travel policy approved each year by City Council. NC General Statute 18B-700, Appointment and organization of local ABC boards, section (g2) states the following: Travel Allowance and Per Diem

Rates. - "Approved travel on official business by the members and employees of local boards shall be reimbursed pursuant to G.S. 138-6 unless the local board adopts a travel policy that conforms to the travel policy of the appointing authority and such policy is approved by the appointing authority. The local board shall annually provide the appointing authority's written confirmation of such approval to the Commission and a copy of the travel policy authorized by the appointing authority. Any excess expenses not covered by the local board's travel policy shall only be paid with the written authorization of the appointing authority's finance officer. A copy of the written authorization for excess expenses shall be submitted to the Commission by the local board within 30 days of approval." No changes have been made to the ABC Board travel policy.

Recommendation: Motion to approve the current Concord ABC Board Travel Policy.

- E. Consider authorizing the Aviation Department to apply for grant funds through the Airport Terminal Program.** The ATP is a \$5 billion grant program, distributed as approximately \$1 billion annually for five years (Fiscal Years 2022, 2023, 2024, 2025, and 2026), subject to annual allocations limitations based on airport roles found in the published National Plan of Integrated Airport Systems (NPIAS), as updated with current year data. In general, the \$5 billion in ATP grant funding is subject to the following annual award allocation limitations: not more than 55% shall be for large hub airports, not more than 15% shall be for medium hub airports, not more than 20% shall be for small hub airports, and not less than 10% shall be for non-hub and non-primary airports.

Recommendation: Motion to authorize the Aviation Department to apply to the Federal Aviation Administration for funds available through the Airport Terminal Program.

- F. Consider authorizing the Fire Department to apply for the AARP Community Challenge 2022 Grant.** The Concord Fire Department is seeking authorization to apply for the 2022 AARP Community Challenge. This is a grant program to make communities more livable for people of all ages (especially those age 50 and over). If awarded, Concord Fire Department will use 100% of the grant money to purchase Residential Knox Boxes for our residents who are 50 years and older with mobility issues. These Knox Boxes will provide our firefighters/first responders rapid access to render medical care, lifting assistance or other lifesaving aid without having to force entry because our patient cannot unlock the door.

Recommendation: Motion to authorize the Fire Department to apply for the AARP Community Challenge Grant.

- G. Consider authorizing the Transit Department to apply for the FY23 5303 Metropolitan Transportation Planning Funds on behalf of the Cabarrus-Rowan Urban Metropolitan Planning Organization.** Each year, the City of Concord acts as a lead agency for the Cabarrus-Rowan Urban Metropolitan Planning Organization (MPO) with the NCDOT to receive Section 5303 Federal Transit Administration (FTA) funds for Metropolitan Planning for Transit. The purpose of the Section 5303 funds are to assist in the development of improved public transportation facilities, equipment, techniques, and methods with the cooperation of public transportation companies both public and private; and to provide assistance to state and local governments and their instrumentals in financing such systems, to be operated by public and private transportation companies as determined by local needs; and various federal urban transportation planning regulations require that each urbanized area have a comprehensive, cooperative, and continuing transportation planning process. For FY23, the MPO plans to submit an application in the amount of \$195,639 which covers the 80% federal share and the 10% state share. The remaining 10% share of \$19,564 is the local share which is split between the City of Concord and the City of Kannapolis.

These local funds will be appropriated during the adoption of the FY23 budget ordinance.

Recommendation: Motion to authorize the Transit Department to apply for the FY23 5303 Metropolitan Transportation Planning Funds on behalf of the Cabarrus-Rowan Urban Metropolitan Planning Organization.

- H. Consider authorizing the Water Resources Department to apply for State ARPA grant funding in the amount up to \$5 million to fund raw and finished water improvements to include the settling basin upgrades/repairs projects at the Hillgrove Water Treatment Plant and additional raw water quality treatment at Lake Fisher.** An unexpected \$54,100,000 of construction grants has become available for public water systems and wastewater systems that are not designated as distressed and that are not categorized as at-risk. The grant process includes a submittal deadline of May 2, 2022 with awards being made as early as July 2022. All awarded funds must be spent by December 30, 2026. This round of funding is generally capped at \$5 million per applicant to assure a wide distribution of funds. There is no local match requirement.

Recommendation: Motion to authorize the Water Resources Department to apply for State ARPA funds in the amount up to \$5 million to fund raw and finished water technology improvements.

- I. Consider accepting an offer of infrastructure at Cumberland Subdivision PH 1, Tuckers Walk Subdivision PH 1 and PH 2 MP 1, BJ's Restaurant and Brew-house.** 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: 115 LF of 20-inch water line, 3,995 LF of 8-inch water line, 200 LF of 6-inch water line, 1,280 LF of 2-inch water line, 35 valves and 9 Fire Hydrants. 4,226 LF of 8-inch sanitary sewer and 26 manholes.

Recommendation: Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites, Cumberland Subdivision PH 1, Tuckers Walk Subdivision PH 1 and PH 2 MP 1, BJ's Restaurant and Brew-house.

- J. Consider adopting ordinances to amend the Airport Operating budget and the Airport Projects budget to clean up airport projects.** Staff is requesting that the airport projects budget be amended to match current active grants. The operating budget must also be amended because grant funds provided reimbursement of a hangar purchase made with operating funds.

Recommendation: Motion to adopt ordinances to amend the Airport Operating budget and the Airport Projects budget to clean up airport projects.

- K. Consider adopting an ordinance to amend the FY 2021/2022 Budget Ordinance for the Electric Fund.** Natural gas prices have caused an increase in the purchase power cost for the electric department. The purchase power adjustment on electric bills was adjusted to zero in February to generate additional revenue to help offset the cost increase. The electric department also identified other cuts that could be made to further offset the cost increase. The remaining amount of the cost increase needing to be covered will be taken from the rate stabilization reserve. The attached budget amendment adjusts all of the impacted accounts.

Recommendation: Motion to adopt an ordinance to amend the FY 2021/2022 Budget Ordinance for the Electric Fund.

- L. Consider adopting ordinances to amend the Fire Capital Project Fund budget, the General Capital Reserve Fund budget, and the General Capital Project Fund budget.** In prior years, there was a transfer in the amount of \$1,050,000 from the General Capital Reserve Fund to the Fire Capital Project Fund for a training facility. These funds are no longer needed for this purpose and are being returned to the General Capital Reserve Fund. These funds are needed to help fund a Solid Waste Shed in the General Capital Project Fund. The attached ordinances transfer \$1,050,000 from the Fire Capital Project Fund back to the General Capital Reserve

Fund and then transfer those funds from the General Capital Reserve Fund to the General Capital Project Fund for the Solid Waste Shed.

Recommendation: Motion to adopt ordinances to amend the Fire Capital Project Fund budget, the General Capital Reserve Fund budget, and the General Capital Project Fund budget.

- M. Consider adopting an ordinance to amend the FY 2021/2022 Budget Ordinance for the General Fund.** The City received digital forensic lab fees. The attached budget amendment appropriates the fees received.

Recommendation: Motion to adopt an ordinance to amend the FY 2021/2022 Budget Ordinance for the General Fund.

- N. Consider adopting ordinances to amend the Parks Capital Reserve Fund budget and the Parks Capital Project Fund budget for a transfer of reserves to the project fund.** Staff is requesting \$1,138,860 from the Parks Capital Reserve Fund to be transferred to the project fund. This will fund the design costs for the Dorton Park and Hartsell Park improvements.

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

- O. Consider adopting a Transportation Projects fund project ordinance amendment to cleanup various transportation project budgets.** The attached project ordinance amendment cleans up several items in the transportation project fund. The CMAQ amount currently adopted for the US 601/Flowes Store Rd project needs to be corrected to match the amount of CMAQ funds actually approved for the project. The amendment also establishes separate accounts to track the funds that are set aside for sidewalk PIP improvements as well as concrete street projects.

Recommendation: Motion to adopt a Transportation Projects fund project ordinance amendment to cleanup various transportation project budgets.

- P. Consider adopting an ordinance to amend the Utility Capital Reserve Project fund.** The Electric department's FY22 budget was adopted with a planned transfer to the Utility Capital Reserve. However, due to the increased purchase power expenses related to natural gas price increases, this transfer is not going to be done in order to help offset the costs in the operating fund. The attached budget amendment removes this transfer and also allocates investment earnings through 6/30/21 to the future project balances.

Recommendation: Motion to adopt an ordinance to amend the Utility Capital Reserve Project fund.

- Q. Consider acceptance of the Tax Office reports for the month of January 2022.** 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 January 2022.

- R. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of January 2022.** 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 January 2022.

- S. Receive monthly report on status of investments as of January 31, 2022.** 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**
- **WeBuild Concord**
- **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.**

Meeting Date

March 10th, 2022

Annexation Staff Report

The subject request is a voluntary annexation petition for +/- 2.553 acres of property located at 7995 Old Holland Rd, owned by William and Mary Caudel. A map has been provided depicting the property's location.

The property in question is part of a larger overall site, owned by the Caudel's, that extends into Mecklenburg County. The subject request is only for the Cabarrus County portion. The petitioner has requested annexation for the purpose of developing a multi-family neighborhood that would cross the County line. As can be seen on the draft site plan, 18 of those proposed units would fall within Cabarrus County and, if annexed, the City of Concord. In addition to the residential units, parking, streets, and some open space are located within the subject portion of the site. In order to accommodate the proposed use and site design, if annexed, the petitioner intends to request a rezoning from Cabarrus County LI (Limited Industrial) to City of Concord RC-CD (Residential Compact Conditional District). The subject parcels are located within the Commercial Land Use Category of the 2030 Land Use Plan and the proposed zoning designation of RC-CD (Residential Compact Conditional District) is not considered a corresponding zoning classification to the Land Use Category. In order to approve the rezoning, a Land Use Plan Amendment would be required. Therefore, if annexed, the rezoning and Land Use Plan Amendment would be presented to the Planning and Zoning Commission, who would then forward the request to City Council with a recommendation of approval or denial. City Council would be the final decision-making body on both the rezoning and Land Use Plan amendment.

As with all annexations, internal and external entities are notified and given the opportunity to provide comments or feedback on the petitioner's proposal prior to Council's consideration at the hearing. No substantial comments were returned.



**Planning &
 Neighborhood Development**
 35 Cabarrus Avenue, West
 PO Box 308 Concord, NC 28026
 Phone: 704-920-5146
 Email: rogerss@concordnc.gov

Petition for Annexation into the Concord City Limits

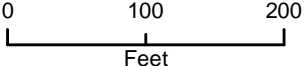
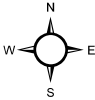
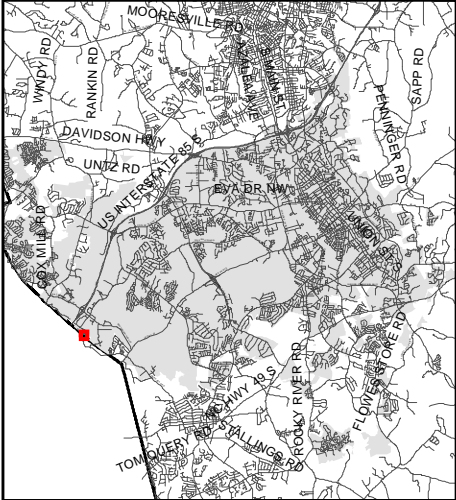
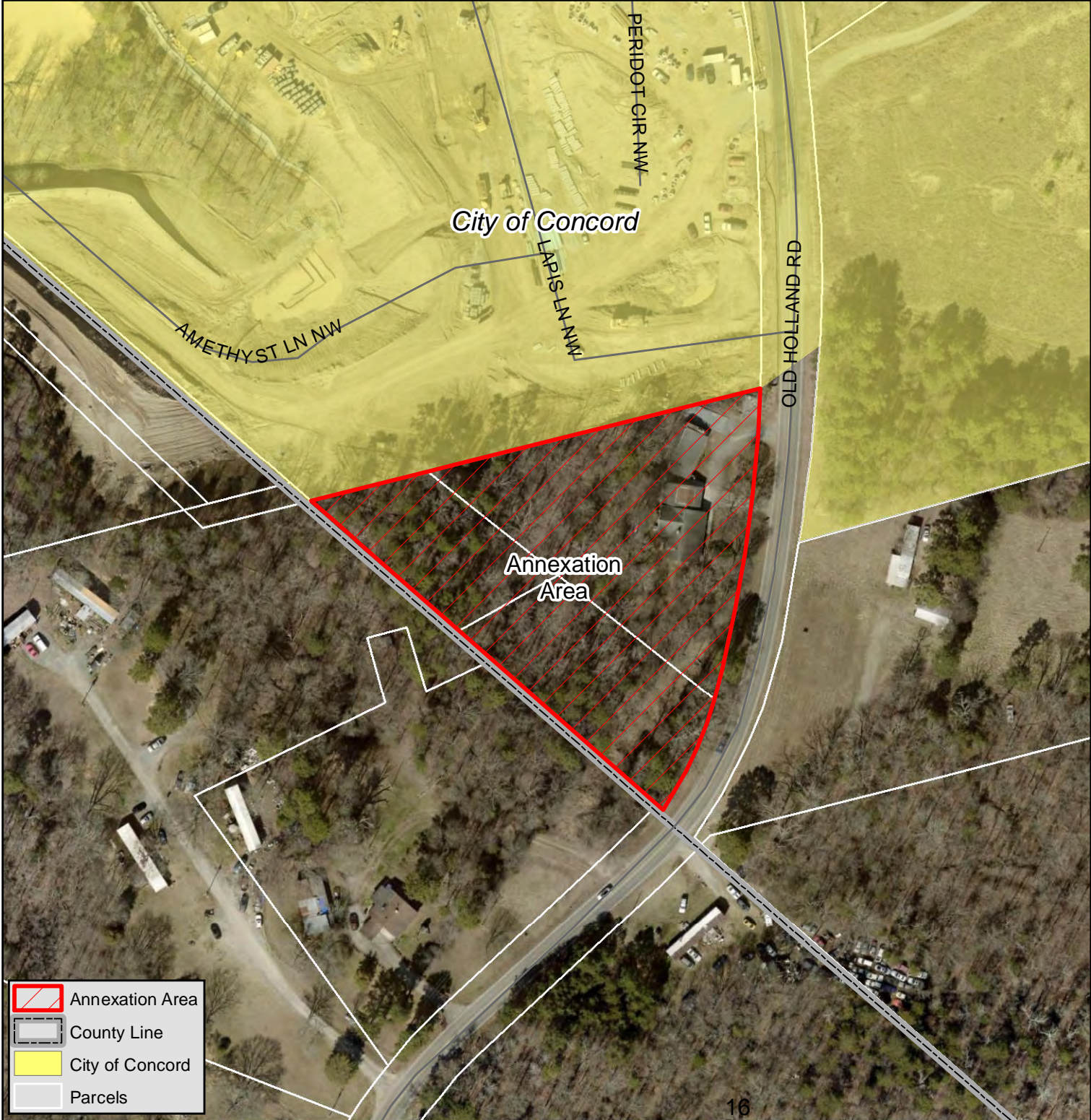
Section A Submittal Checklist	
<p>Please include all of the following (check off). If any information is missing from the application package, you will be asked to resubmit the petition with all required materials. Please carefully check the list below before you submit:</p>	
<p>Required – An incomplete application will delay the annexation process.</p>	
X	<p>Written metes and bounds description of the property to be annexed. (Must include in application packet <u>and</u> email a Microsoft Word version to rogerss@concordnc.gov). Mark as Exhibit A. Source can be from Survey or Deed.</p>
X	<p>Map showing above written metes and bounds description of the property to be annexed <u>in relation to the current city limits</u>. Mark as Exhibit B.</p>
X	<p>A Current County Tax Map with parcels included in the annexation request clearly marked. Mark as Exhibit C. http://gis.cabarruscounty.us/gisdataexplorer/</p>
X	<p>Correct Parcel Identification Number(s) (PIN) on second page of application. This is very important. Please indicate if the property to be annexed is only a portion of an existing parcel. http://gis.cabarruscounty.us/gisdataexplorer/</p>
X	<p>Property Owners' Signatures, Date of Signatures, and addresses. See page 3 of this application. <u>All real property owners</u> must sign the application, and such signature <u>must be notarized</u>. An authorized representative must sign on behalf of each legal entity that holds ownership of the property and <u>such representative's signature must be notarized</u>. <u>One signature for each legal ownership interest in the property.</u></p> <p>Please include signatures of new owners if ownership will change during the annexation process.</p>
X	<p>Notary Statements for each signature</p>
X	<p>General Warranty Deed showing ownership of the property. Petitioners must submit a title opinion or title insurance if a general warranty deed is not available. Upon review, a title opinion may be required in addition to a general warranty deed.</p>
N/A	<p>Statement of vested rights claimed, if any.</p>
X	<p>\$300.00 Application Fee</p>
X	<p>A letter authorizing a developer or agent to handle annexation petition (e.g. withdraw, delay/reactivate petition).</p>
X	<p>This application form (Sections A, B, C, and D) completed, dated and signed by the property owner(s) and attested submitted by the deadlines noted in section B of this application, page 2.</p>
<p>Optional, but will assist in the steps following the annexation process</p>	
	<p>Section E (Supplemental Information)</p>
X	<p>Copy of any proposed plans, which may include but is not limited to a preliminary site plan or final site plan</p>
X	<p>Appropriate application(s) for City of Concord Planning & Zoning Commission (Rezoning Petition)</p>
X	<p>List of Current Adjacent Property Owners</p>





ANX-15-21

Annexation Application

**Caudle Property
Old Holland Rd**

7995 Old Holland Rd
PIN's: 4588-99-5811, 4588-99-2789,
4588-99-4654



-  Annexation Area
-  County Line
-  City of Concord
-  Parcels

Section B Submittal Deadlines

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

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

Section C Summary Information / Metes and Bounds Descriptions

Development Project Name D.R. Horton Residential Community

Street Address 7995 Old Holland Road

Cabarrus County Property Identification Number(s) list below

P.I.N. 4588-99-5811

P.I.N. 4588-99-2789

P.I.N. 4588-99-4654

P.I.N.

P.I.N.

P.I.N.

Acreage of Annexation Site Approximately 2.553 acres

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

Person to contact if there are questions about the petition

Name John Carmichael, Robinson Bradshaw & Hinson

Address 101 North Tryon Street, Suite 1900, Charlotte, NC 28246

Phone 704-377-8341

Fax #

Email jcarmichael@robinsonbradshaw.com

Written metes and bounds description of property to be annexed

Attach additional sheets if necessary. Petitioners must submit an electronic Microsoft Word version. Petitioners must email an electronic copy to rogerss@concordnc.gov

Planning & Neighborhood Development
City of Concord
c/o Ms. Starla Rogers
35 Cabarrus Avenue, West
PO Box 308
Concord, NC 28026

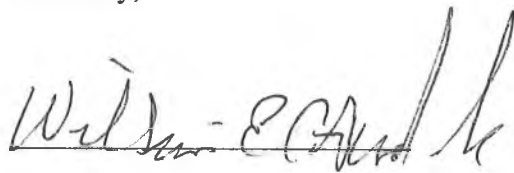
Re: Petition for Annexation into Concord City Limits (the “**Petition**”) for Parcel Identification Nos. 4588-99-5811, 4588-99-2789 and 4588-99-4654 (the “**Properties**”)

Dear Ms. Rogers:

William E. Caudle and Mary C. Caudle, the owners of the Properties, hereby authorize DHIC, LLC, Elam Hall of DHIC, LLC and John Carmichael of Robinson, Bradshaw & Hinson, P.A. (counsel for DHIC, LLC) to handle the Petition.

Thank you.

Sincerely,



Date: 12-15-21

William E. Caudle



Mary C. Caudle
Mary C. Caudle

Date: 12-15-2021

Section D Annexation Petition

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

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

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

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

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

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

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

Signed this 6th day of August, 2021 by the owners of the property described in Section C.

Owner's Signature(s)

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

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

Print Name William F Caudle Phone 704/5758973
Address 7995 Old Holland Rd Charlotte NC 28262
Signature William Caudle Date 8-6-21

Print Name Mary Caudle Phone 704-575-8972
Address 7995 Old Holland Rd. Charlotte NC 28262
Signature Mary Caudle Date 8-6-2021

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

Print Name _____ Phone _____
Address _____
Signature _____ Date _____

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

PETITION MUST BE NOTARIZED

State of: North Carolina
County of: Cabarrus

Use this section for individual landowners.

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

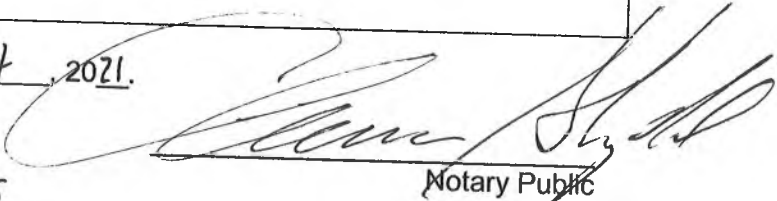
Use this section for all land owners that are not individuals, such as (without limitation) corporate land owners, properties held in an estate, properties held in trust, etc.

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

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

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

Witness my hand and official seal this 6 day of August, 2021.

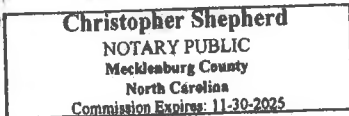


My commission expires 11-30, 2025

Notary Public

[SEAL of Notary Public]

Notary's Stamp:



PETITION MUST BE NOTARIZED

State of: North Carolina
County of: Cabarrus

Use this section for individual landowners.

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

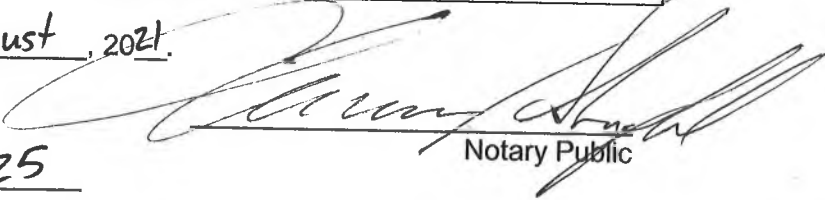
Use this section for all land owners that are not individuals, such as (without limitation) corporate land owners, properties held in an estate, properties held in trust, etc.

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

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

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

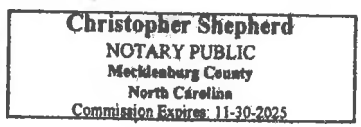
Witness my hand and official seal this 6 day of August, 2021.


Notary Public

My commission expires 11-30, 2025

[SEAL of Notary Public]

Notary's Stamp:



Section E Supplemental Information

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

Acreage of Area										2.55 AC				
Current Population of Area										N/A				
Current Zoning of Area										LI				
Desired City Zoning of Area										RC-CD				
Proposed Use (i.e. residential, commercial, or industrial)										RESIDENTIAL				
Estimated Total Value of Residential Units for the Proposed Development										N/A				
Total Proposed Number of Dwelling Units										18 UNITS				
Type of Proposed Dwelling Units (Single Family Detached, Single Family Attached, Multi-Family)										SINGLE FAMILY ATTACHED				
Year 1	18	Year 2		Year 3		Year 4		Year 5						
Estimated Total Value of Business Units for the Entire Proposed Development										N/A				
Commercial Value					Industrial Value					Other (not-for-profit) Value				
Proposed Number of Commercial										N/A				
Year 1		Year 2		Year 3		Year 4		Year 5						
Proposed Number of Industrial										N/A				
Year 1		Year 2		Year 3		Year 4		Year 5						
Proposed Number of Other (not-for-profit)?										N/A				
Year 1		Year 2		Year 3		Year 4		Year 5						

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

Water Information									
Typical water service(s) (i.e. 3/4", 1", etc.)					8" FIRE & 4" DOMESTIC				
Number of services installed by developer (by service type)					2				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of services requested (by service type)					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
Typical irrigation meter size(s) to be installed (i.e. 3/4", 1", etc.)					1" IRRIGATION				
Number of Services Requested					1				
Year 1		Year 2		Year 3		Year 4		Year 5	
Estimated Mileage of Water Pipe Needed					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	

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

Section E (continued) Supplemental Information									
Solid Waste Data		TRASH/ RECYCLING PROVIDED ON MECKLENBURG COUNTY PORTION OF SITE							
Number of Rollouts needed for Multi-Family Units					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units using City rollout collection					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units needing corrugated (cardboard) recycling					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	
Number of commercial units needing white paper pick-up (recycling)					N/A				
Year 1		Year 2		Year 3		Year 4		Year 5	

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

City Contact Information

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

N/A

Exhibit A to Petition for Annexation into the City of Concord

Legal Description

Metes and Bounds Description

ALL that certain lot or parcel of land situate, lying, and being in Cabarrus County, North Carolina, and more particularly described as follows:

BEGINNING at a calculated point in the centerline of Old Holland Road, a 60' Public Right Of Way, as described in Deed Book 14195, page 302 of the Cabarrus County Registry and marking the southeast corner of Addison Concord, LLC (now or formerly) as described in Deed Book 14194, page 283; THENCE with the centerline of Old Holland Road the following two (2) courses and distances: 1) South 04 degrees 45 minutes 59 seconds West, a distance of 207.15 feet to a calculated point; 2) THENCE a curve to the right having an arc length of 260.32 feet, a radius of 433.24 feet, being subtended by a chord bearing of South 21 degrees 21 minutes 52 seconds West, a distance of 256.42 feet to a calculated point along the Mecklenburg County and Cabarrus County line; THENCE with the county lines North 48 degrees 41 minutes 51 seconds West, a distance of 492.34 feet to a calculated point along the southern property line of Addison Concord, LLC (now or formerly) as described in Deed Book 14194, page 283; THENCE along the property line of Addison Concord, LLC the following two (2) courses and distances: North 76 degrees 01 minutes 03 seconds East, a distance of 81.53 feet to a new #5 rebar; 2) THENCE North 75 degrees 55 minutes 52 seconds East, a distance of 413.81 feet to a calculated point along the centerline of Old Holland Road, passing an existing #4 rebar at a distance of 211.43 feet and an existing #5 rebar at a distance of 384.72 feet, which is the POINT OF BEGINNING, having an area of 2.553 Acres, more or less.

Exhibit B to Petition for Annexation into the City of Concord

Map/Survey

Point Legend:
Symbol Abbr Description

- EIP Existing Iron Pin
- IFS Iron Pin Set (FS Rebar)
- CM Concrete Monument
- PT Calculated Point
- Utilities
- UP Utility Pole
- LP Light Pole
- FH Fire Hydrant
- WM Water Meter
- WV Water Valve
- PM Power Meter
- GM Gas Meter
- SSMH Sanitary Sewer Manhole
- CO Clean Out
- STW Storm Water Manhole
- CB Catch Basin
- CI Catch Inlet
- DI Drop Inlet
- EMH Electric Manhole
- TMH Telecommunications Manhole
- WMH Water Manhole
- Miscellaneous
- Sign
- NF Now or Formerly
- CGF Combined Grid Factor
- BGC Back of Curb
- EOP Edge of Pavement

Line Legend:
Symbol Description

- Fence Line
- Gas Line
- Water Line
- Underground Telephone
- Underground Electric
- Underground Communication
- Underground Fiber Optic
- Underground Cable TV
- Overhead Electric
- Right-of-Way
- Property Line
- Adjacent Property Line

50' SWM BUFFER
SHOWN AS PER MECKLENBURG COUNTY GIS
(NOT FIELD LOCATED)

100' POST CONSTRUCTION BUFFER (UNDISTURBED)
SHOWN AS PER MECKLENBURG COUNTY GIS
(NOT FIELD LOCATED)

N/T 02959112
DAVID M. & SHARON C. ALMAN
DB 2,585-714

45' FREDMONT
NATURAL GAS EASEMENT
PER 10-09-1098

150' DUKE POWER EASEMENT
PER DB 4301, PG 671

45' FREDMONT
NATURAL GAS EASEMENT
PER DB 26691, PG 182

N/T 02959106
MALLARD CREEK POLYMERS INC
DB 31538-349

N/T 02959123
WHITNEY MARIE ALMAN
DB XXXXX-XXX

N/T 02959109
F/N OLD HOLLAND ROAD LLC
DB XXXXX-XXX

N/T 02959110
DAVID & TRACY ALMAN
DEED BOOK 4254, PAGE 241
8423 OLD HOLLAND ROAD

N/T 02959109
PORTION OF 02959109
F/N OLD HOLLAND ROAD LLC
DB 34599-662

N/T 02959120
WHITNEY MARIE ALMAN
DB 32970-80

N/T 02959106
MALLARD CREEK POLYMERS INC
DB 3047-792

N/T 02959106
MALLARD CREEK POLYMERS INC
DB 31538-349

N/T 02959106
KEMENY REYES
DB 28572-32

N/T 02959107
MECK
4588992780000 CAB
WILLIAM & MARY CAULDE
DB 528-654 CAB
7995 OLD HOLLAND ROAD
8,3148 ACRES

N/T 02959108
MECK
4588994040000 CAB
WILLIAM & MARY CAULDE
DB 467-7
7995 OLD HOLLAND ROAD
8,3148 ACRES

N/T 02959108
MECK
4588994040000 CAB
WILLIAM & MARY CAULDE
DB 467-7
7995 OLD HOLLAND ROAD
8,3148 ACRES

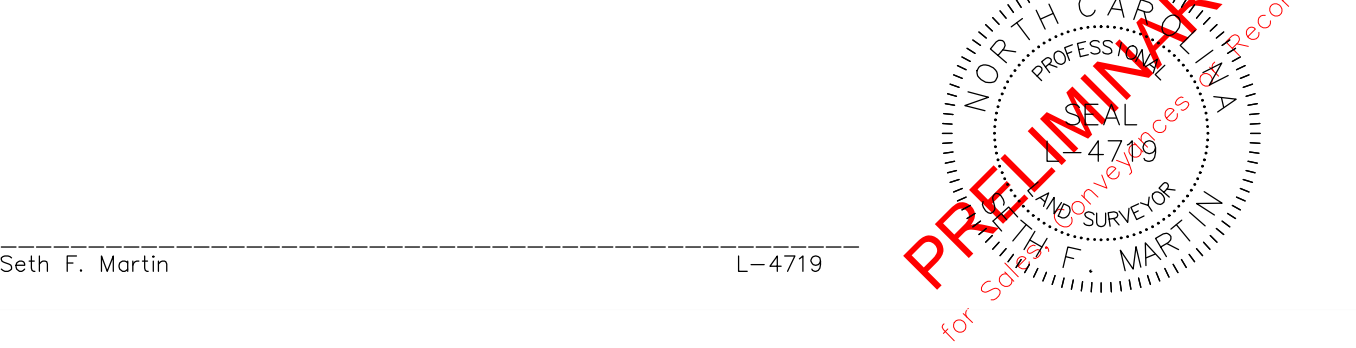
N/T 02959108
MECK
4588994040000 CAB
WILLIAM & MARY CAULDE
DB 467-7
7995 OLD HOLLAND ROAD
8,3148 ACRES

N/T 02959108
MECK
4588994040000 CAB
WILLIAM & MARY CAULDE
DB 467-7
7995 OLD HOLLAND ROAD
8,3148 ACRES

To: DHI Communities; Chicago Title Insurance Company, DAVID Holdings, LLC, a North Carolina limited liability company.

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2018 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 6(a), 7(a), 7(b), 7(c), 8, 9, 11, 13, 14, 16, 17, 18, 19 and 20 of Table A thereof. The field work was completed on date November 13, 2020.

Date: February 1, 2021

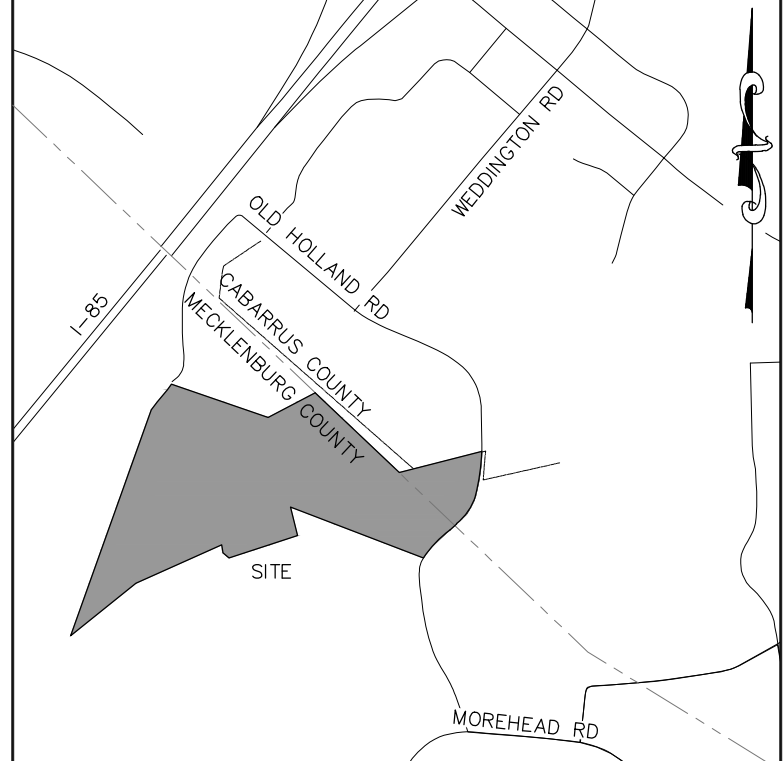


Seth F. Martin L-4719

LINE	BEARING	DISTANCE
L1	N20°10'14" W	58.63
L2	N38°51'07" W	89.11
L3	N3°30'15" E	72.80
L4	N24°53'21" W	74.34
L5	N55°32'53" E	48.99
L6	S24°21'30" E	74.37

CURVE	CHORD LENGTH	CHORD BEARING	ARC LENGTH	RADIUS
CL	56.28	S42°28'12" W	56.36	309.89
CC	14.10	S37°18'27" W	84.22	309.89

N/T 458899447
ADDISON CONCORD LLC
DB 4194-283
8245 AMETHYST LANE



North Arrow - Not to Scale

- General Notes:**
- Deed Reference(s) - DB 528-654, DB 11052-685
 - Tax Parcel ID(s) - 02959107, 02959108, 02959109, 4588992780, 458899404, 458899408
 - Current Owner(s) - William Coude and Mary Coude
 - All bearings are in CC bearings
 - All distances are shown horizontal
 - Total Area = 143.81 Acres
 - 4588999810000 1.178 Acres
 - 4588994040000/02959108 8.3148 Acres
 - 4588992780000/02959107 1.783 Acres
 - Portion of 02959109 1.137 Acres
 - Portion of 02959120 3.304 Acres
 - 02959123 15.294 Acres
 - Areas have been determined by coordinate computation.
 - Iron pins (#5 Rebar) or other monumentation (as shown) found or set at all property corners.
 - Zoning - Mecklenburg R-3 (Single Family)
 - Cabarrus: U (Limited Industrial)
 - This property is not located in a special Flood Hazard Area as determined by FEMA and the State of North Carolina. Reference Community Panel Number: 3719458804. Date: 03/02/2009
 - The location of underground utilities shown on this map are approximate, based on information provided by others or by field location. Utility locations as shown hereon are intended for planning only. Actual location, size or depth of line should be verified with the individual utility company before construction.
 - The North Carolina Grid Coordinates shown on this map were derived by real-time kinematic GPS observations using Trimble R8 Receivers and processed using North Carolina Geodetic Survey Virtual Reference System.
 - No evidence of recent earth moving work, building construction, or building additions observed in the process of conducting the fieldwork.
 - No evidence of recent street or sidewalk construction or repairs observed in the process of conducting the fieldwork.
 - No delineation of wetlands conducted, and no markers of delineated wetlands observed.
 - The location of the Cabarrus/Mecklenburg County Line as shown is approximate as per MB 30-201 (Meck Co.)

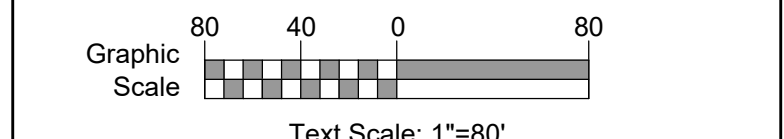
**ALTA/NSPS Survey of
OLD HOLLAND
ASSEMBLAGE**
Project: 8435, 8441, 8445, 7967,
7991, 7993 & 7995 Old Holland Rd;
Mecklenburg County and
Cabarrus County
North Carolina

prepared for:
DHI Communities

No.	Revision	By	Date
1			
2			
3			
4			

GPI 201 West 29th Street
Charlotte, NC 28226
Phone: (704) 337-8329
Fax: (704) 308-3153
License No. F-1388
www.gpinet.com

GEOMATICS | LIDAR | PHOTOGRAMMETRY



Date:	12/22/2021	Plot Date:	12/22/2021
Project Number:	2101041		
Drawn By:	JDB		
Reviewed By:	JDB		
Sealed By:	SFM		

Exhibit C to Petition for Annexation into the City of Concord
Cabarrus County Tax Map

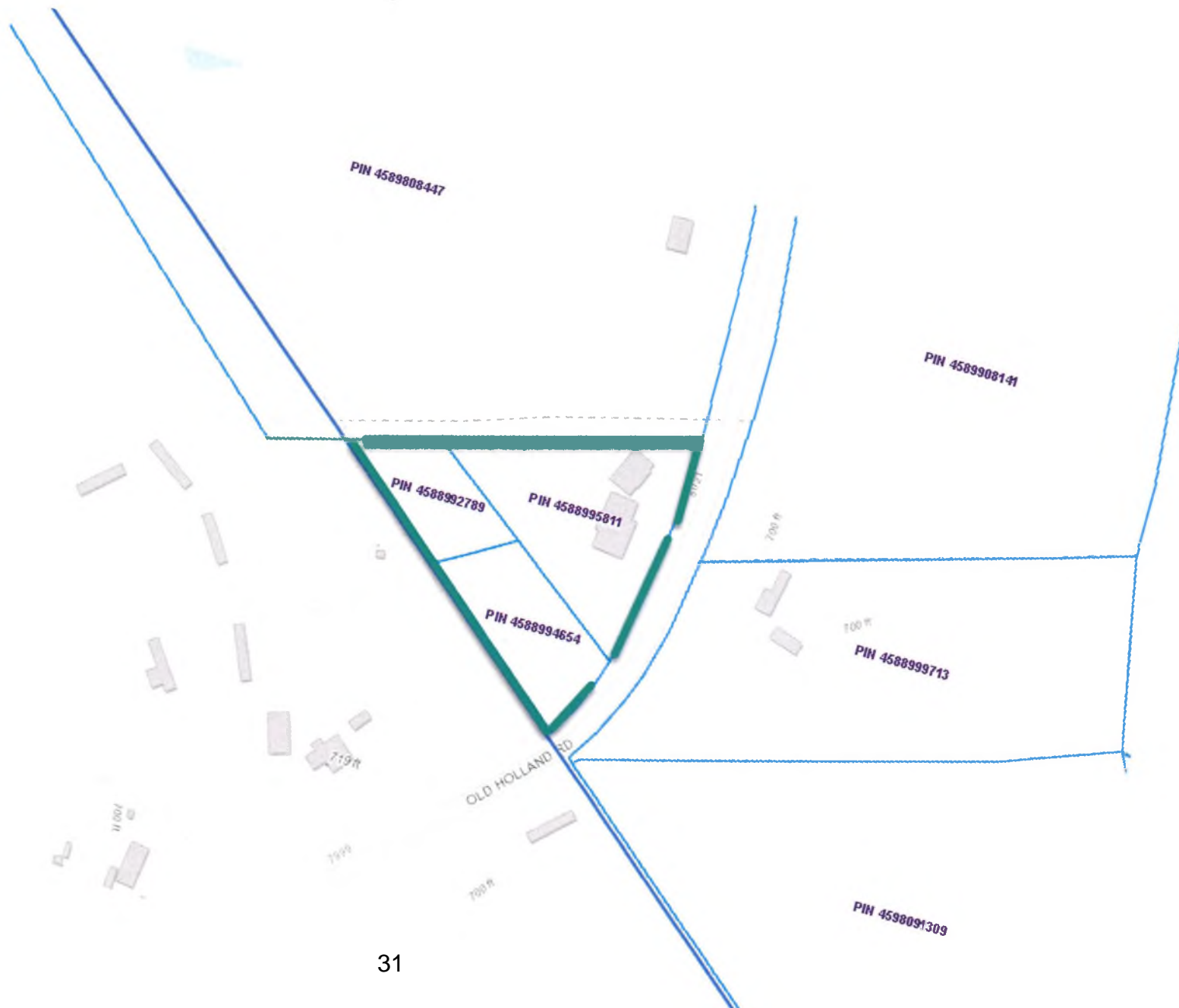


Exhibit D to Petition for Annexation into the City of Concord
General Warranty Deeds

808 THE 276



10754

BOOK FILED PAGE

SEP 26 10 48 AM '91

CHARLES ROSS
REGISTER OF DEEDS
CABARRUS CO., N.C.

Excise Tax

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. _____
 Verified by _____ County on the _____ day of _____, 19
 by _____

Mail after recording to William D. Arrowood, P. O. Box 950, Concord, NC 28026-0950

This instrument was prepared by WILLIAM D. ARROWOOD, Attorney at Law (NO TITLE OPINION)

Brief description for the Index TOWNSHIP TWO

NORTH CAROLINA GENERAL WARRANTY DEED

THIS DEED made this 23rd day of September, 19 91, by and between

GRANTOR
JULIA CAUDLE (widow)

GRANTEE
WILLIAM E. CAUDLE, SR., and wife,
MARY F. CAUDLE
7995 Old Holland
Harrisburg, NC 28075

Enter in appropriate block for each party: name, address, and, if appropriate, character of entity, e.g. corporation or partnership.

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that certain lot or parcel of land situated in the City of TOWNSHIP TWO (2) Cabarrus County, North Carolina and more particularly described as follows:

Lying and being in Number 2 Township, Cabarrus County, North Carolina, on the west side of OLD HOLLAND ROAD along the southern line of Julia Caudle and being more fully described as follows:
 BEGINNING at a nail (set) in the center of Old Holland Road and runs thence with the old line between Julia Caudle and William Caudle, Sr., N. 57-29-48 W. passing an existing pin in the edge of the road at 34.76 feet 121.77 feet to an iron pin; thence; N. 36-06-17 W. 251.00 feet to an Exreb; thence a new line S. 44-35-50 E. 365.45 feet to a nail set in the center of Old Holland Road; thence S. 36-45-05 W. 10 feet with the center of the road to the Beginning, containing 0.169 acres more or less as surveyed by Gaylon L. Kelly, R.L.S. on September 13, 1991, a copy of which is recorded with this Deed. Said conveyance is subject to the right-of-way of Old Holland Road.

808-276

The property hereinabove described was acquired by Grantor by instrument recorded in _____

A map showing the above described property is recorded in Plat Book _____ Page _____

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

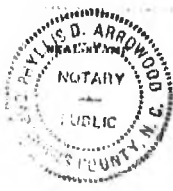
And the Grantor covenants with the Grantee, that Grantor is seized of the premises in fee simple, has the right to convey the same in fee simple, that title is marketable and free and clear of all encumbrances, and that Grantor will warrant and defend the title against the lawful claims of all persons whomsoever except for the exceptions hereinafter stated. Title to the property hereinabove described is subject to the following exceptions:

IN WITNESS WHEREOF, the Grantor has hereunto set his hand and seal, or if corporate, has caused this instrument to be signed in his corporate name by its duly authorized officers and its seal to be hereunto affixed by authority of its Board of Directors, the day and year first above written.

(Corporate Name) _____ BY: _____ President _____ SECRETARY: _____ Secretary (Corporate Seal) _____

SPEC. BLACK INK ONLY

Julia Caudle
JULIA CAUDLE (SEAL)



NORTH CAROLINA, _____ CABARRUS _____ County
I, a Notary Public of the County and State aforesaid, certify that *Julia Caudle* Grantor personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this *26th* day of *September* 19*91*. My commission expires: *2/15/92* *Phyllis D. Greenwood* Notary Public

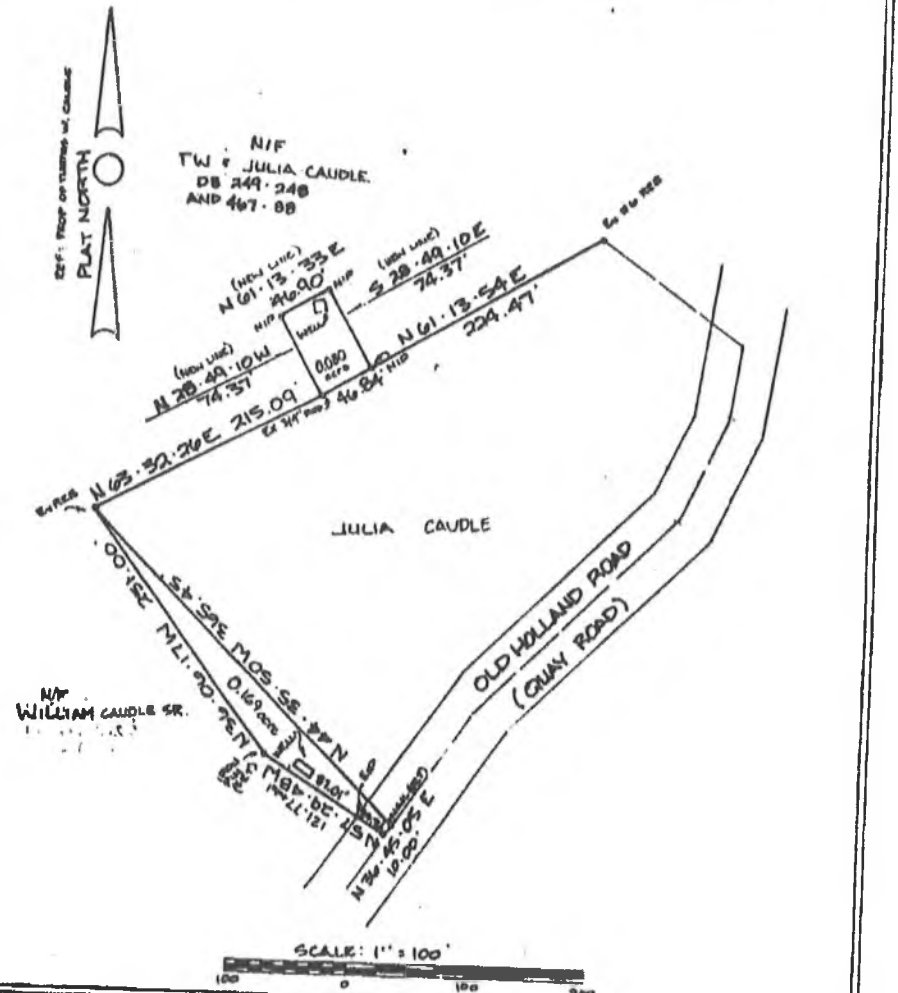
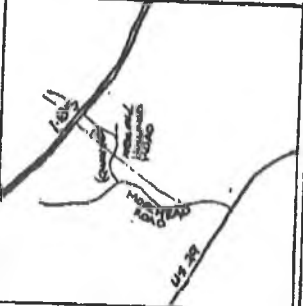
REAL-STAMP NORTH CAROLINA, _____ County
I, a Notary Public of the County and State aforesaid, certify that _____ personally came before me this day and acknowledged that _____ he is _____ Secretary of _____ a North Carolina corporation, and that by authority duly given and as the act of the corporation, the foregoing instrument was signed in his name by his President, sealed with its corporate seal and executed by _____ as its Secretary. Witness my hand and official stamp or seal, this _____ day of _____ 19____. My commission expires: _____ Notary Public

Phyllis D. Greenwood Notary Public of Cabarrus
REGISTERED BY _____ REGISTER OF DEEDS FOR Cabarrus COUNTY
Linda J. McArthur REGISTER OF DEEDS 9-26-1991

STATE OF NORTH CAROLINA 888 PAGE 278

I, GAYLON L. WILBY, CERTIFY THAT THIS MAP WAS DRAWN BY ME OR UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME OR UNDER MY SUPERVISION; DEED DESCRIPTION RECORDED IN BOOK --- PAGE --- THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 11.94±0.04; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND AS NOTED; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-50 AS AMENDED.

WITNESS MY HAND AND SEAL THIS DAY OF SEPT 1991.
 [Signature]
 R.L.E.
 # 2863 REG. NO.



SURVEY OF:	TWO WELL LOT PARCELS	
SURVEY FOR:	WILLIAM CAUDLE SR.	
TOWNSHIP:	NO. TWO	
COUNTY:	CABARRUS	
SCALE:	1" = 100'	DATE: SEPT 13, 1991
THIS PROPERTY IS NOT IN A FLOOD PLAIN AREA AS PER FIRM # 8703-C-0028		
REFERENCES:	DB. PG.	OTHER SURVEYS: PLAT BY JAMES C. WISER JR. DATED 11-11-89
	MB. PG.	W.M. OF THOMAS W. CAUDLE JOB # 01 OF 200E

HARRISBURG SURVEYING
 410-B HIGHWAY 48
 HARRISBURG, N.C. 28075
 1-704-455-9553

1980
198-1982

THIS INDENTURE, Made this the 31st day of December in the year of our Lord one thousand nine hundred and eighty between

Thomas W. Caudle and wife Julia H. Caudle

of the County of Cabarrus and State of North Carolina, of the first part, and

William B. Caudle and wife Mary C. Caudle

of the County of Cabarrus and State of North Carolina, of the second part,

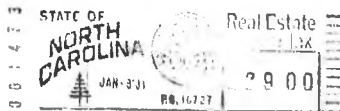
WITNESSETH, That the said part 1st of the first part, for and in consideration of the sum of Ten Dollars (\$10.00) and other valuable consideration Dollars

to the said part 1st of the first part, in hand paid, the receipt whereof is hereby acknowledged, he do bargain and sold, and by these presents do bargain, sell and convey, unto the said part 1st of the second part, their heirs and assigns,

the following described real estate, situate, lying and being in the County of Cabarrus and State of North Carolina, bounded as follows, to-wit:

Lying and being in No. 2 Township, Cabarrus County, North Carolina, on the Northwest side of Quay Road, adjoining the property of William B. Caudle, James Akins, and Thomas W. Caudle, and more particularly described as follows:

BEGINNING at an iron pipe in the line of James Akins, rear corner of William B. Caudle (said stake being S. 72-03 W. 350.46 feet from a spike in Quay Road), and runs thence with the line of William B. Caudle S. 55-28 E. 218.55 feet to an iron pipe, now corner of Thomas W. Caudle; thence with four of his lines as follows: 1st. S. 61-13-32 W. 271.44 feet to an iron pipe, 2nd. S. 63-32-56 W. 215.10 feet to an iron pipe, 3rd. S. 36-07-11 E. 251.01 feet to an iron pipe, and 4th. S. 57-29-48 E. (passing an iron pipe on line at 87.01 feet) 121.77 feet to a point in the center line of Quay Road; thence with the center line of Quay Road S. 36-47 W. 55.08 feet to an iron pipe; thence N. 72-53 W. 1012.07 feet to an iron pipe; thence N. 18-12-30 W. 50 feet to an iron pipe in the line of James Akins; thence with his line N. 72-03 E. 1076.45 feet to the point of BEGINNING, containing 7.64 acres, according to a survey by James C. Kiser dated November 11, 1980, and is part of that property conveyed by Will H. Smith and wife Loretta Smith to Thomas W. Caudle and wife Julia H. Caudle by deed dated June 18, 1953, and recorded in Record of Deeds Book No. 249, page 240, and is also part of that property conveyed by V. J. Akins and wife Esther M. Akins to T. W. Caudle and wife Julia Caudle by deed dated June 30, 1976, and recorded in Record of Deeds Book No. 467, page 8.



Prepared by
HARTSELL, HARTSELL, & MILLS, P.A.
ATTORNEYS AT LAW
J. Maxton Elliott

290

528-654

TO HAVE AND TO HOLD all and singular the above granted premises, with the appurtenances, unto the said parties of the second part, their heirs and assigns forever. And the said Thomas W. Caudle and wife Julia H. Caudle

parties of the first part, for themselves, their heirs, executors and administrators, do hereby covenant with the said parties of the second part, their heirs and assigns, that they are seized of the premises in fee simple; that the said premises are free from all incumbrances; that they have good right and lawful authority to sell the same; that they will warrant and defend the said premises unto the said parties of the second part, their heirs and assigns, against the lawful claims of all persons whomsoever.

IN TESTIMONY WHEREOF, The said parties of the first part have hereunto set their hands and seals the day and year first above written.

Thomas W. Caudle
Thomas W. Caudle (SEAL)

Julia H. Caudle
Julia H. Caudle (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

..... (SEAL)

STATE OF NORTH CAROLINA

CABARRUS COUNTY

I, Rosemerry A. Koontz, a Notary Public

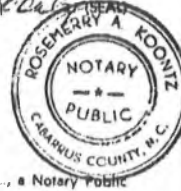
In and for said County and State, do hereby certify that Thomas W. Caudle and wife Julia H. Caudle

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this 8th day of January, A. D. 1981.

My commission expires October 4, 1985

Rosemerry A. Koontz
NOTARY PUBLIC



STATE OF NORTH CAROLINA

COUNTY

I, a Notary Public

In and for said County and State, do hereby certify that

personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and Notarial Seal, this day of A. D. 19

My commission expires, 19 (SEAL)

NOTARY PUBLIC

STATE OF NORTH CAROLINA

CABARRUS COUNTY

The foregoing certificate(s) of *Rosemerry A. Koontz, Notary Public of Cabarrus County, N.C.*

is ~~not~~ certified to be correct.

This instrument was presented for registration this 8th day of January 1981 at 2:50 p.m., and duly recorded in the Office of the Register of Deeds of Cabarrus County, North Carolina, in Book 528 page 656.

This 8th day of January, A. D. 1981.

JAMES O. BOND
REGISTER OF DEEDS

By *Charles J. McAlister*
Assistant/Deputy Register of Deeds

Prepared by
Hartsell, Hartsell & Mills, P.A.
Attorneys at Law

By JML: rck

1970

This Deed C0415 Made this 10th day of July 1976 BOOK 467 PAGE 7 by and between Thomas W. Caudle and wife, Julia H. Caudle

Cabarrus County, North Carolina hereinafter called Grantor, and William E. Caudle and wife, Mary Frances Caudle

Cabarrus County, North Carolina, hereinafter called Grantee.

WITNESSETH: That the Grantor for and in consideration of the sum of Ten Dollars and other good and valuable considerations to Grantor paid by the Grantee, the receipt whereof is hereby acknowledged, has given, granted, bargained and sold unto by these presents does give, grant, bargain, sell, convey and confirm unto the Grantee, his heirs or successors and assigns the following described property:

Lying and being in No. 2 Township, Cabarrus County, North Carolina, on the west side of and adjoining Quay Road, the property of T. W. Caudle, James Akins, and Ed Miller, and more particularly described as follows:

BEGINNING at an iron spike in Quay Road, a new corner of T. W. Caudle, (said spike being located S. 8-18-00 W. 266.96 feet from an iron in Quay Road an old corner of T. W. Caudle and V. J. Akins); and runs thence a new line of T. W. Caudle N. 55-28-00 W. (through an iron at 25.55 feet and another iron at 302.31 feet) 365.53 feet to an iron in the line of James Akins; thence with the line of Akins and Ed Miller N. 72-03-00 E. (through an iron at 136.73 feet and another line at 305.60 feet) 350.46 feet to a spike located one (1) foot from the eastern edge of the pavement of Quay Road; thence with Quay Road S. 7-24 E. 50.88 feet to an iron in Quay Road; thence with Quay Road S. 8-18-00 W. 266.96 feet to a spike, the point of BEGINNING, containing 1.207 acres according to a survey by James C. Kiser, Jr., dated June 15, 1976, and is a part of that property conveyed by V. J. Akins and wife, Esther M. Akins to T. W. Caudle and wife, Julia Caudle by deed dated June 30, 1976, and recorded in the Office of the Cabarrus County Register of Deeds, and also being a part of that property conveyed by Will E. Smith and wife, Loretta Smith to Thomas W. Caudle and wife, Julia H. Caudle by Deed dated June 18, 1953, and recorded in the Office of the Cabarrus County Register of Deeds in Deed Book 249, Page 240.

024882
CABARRUS COUNTY
Real Estate
Register

[Handwritten scribble]

TO HAVE AND TO HOLD The above described real property, with all the appurtenances thereto belonging, or in any way appertaining, unto the Grantee, his heirs or successors and assigns forever.

And the Grantor covenants that he is seized of said premises in fee, and has the right to convey the same in fee simple, that said premises are free from encumbrances (with the exceptions above stated, if any); and that he will warrant and defend the said title to the same against the lawful claims of all persons whatsoever.

When reference is made to the Grantor or Grantee herein, the singular shall include the plural and use of any gender shall be applicable to all genders.

IN WITNESS WHEREOF, The Grantor has hereunto set his hand and seal, the day and year first above written.

Thomas W. Caudle (BRAL) Julia H. Caudle (BRAL)

STATE OF NORTH CAROLINA Cabarrus COUNTY

I, Brenda R. Brasley, a Notary Public of said County, do hereby certify that

Grantor, personally appeared before me this day and acknowledged the execution of the foregoing deed.

Witness my hand and notarial seal, this the 21st day of July 1976

My Commission Expires: July 20, 1980 Brenda R. Brasley Notary Public

NOTARY PUBLIC
BRENDA R. BRASLEY

STATE OF NORTH CAROLINA Cabarrus COUNTY

The foregoing certificate (s) of Brenda R. Brasley, a Notary Public,

and I, James G. Runk, a Notary Public, is (are) certified to be correct.

This the 21st day of July 1976 at 1:34 P.M. Register of Deeds

Filed for registration on the 21st day of July 1976 at 1:34 P.M.

and duly recorded in the Office of the Register of Deeds of Cabarrus County, N. C. James G. Runk, Assistant Register of Deeds

Recise Stamp Mailed To Thomas W. Caudle, Rt. 1, Box 406 Harrisburg, N. C. 28075

Prepared by: Phillip G. Carroll Attorney at Law Post Office Box 798 Concord, N. C. 28025

102

467-7

Exhibit E to Petition for Annexation into the City of Concord
List of Adjacent Property Owners

Adjacent Property Owner Listing

Cabarrus County Property Owners

Tax Parcel #45898084470000

Addison Concord LLC
237 S Westmonte Drive Suite 140
Altamonte Springs, Florida 32714

Tax Parcel #45899081410000

Southeast Investment Group LLC
4 Wood Ibis TRL
Beaufort, SC 29907

Tax Parcel #45889997130000

Richard R. Putnam, Trustee
Phyllis A. Putnam, Trustee
c/o Charles Brackett
PO Box 124
Harrisburg, NC 28075

Tax Parcel #45980913090000

David M. Heavener
Michael S. Heavener
1008 Mineral Springs Road
Charlotte, NC 28262

Mecklenburg County Property Owners

Tax Parcel #02907101

David M. Heavener
Michael S. Heavener
1008 Mineral Springs Road
Charlotte, NC 28262

Tax Parcel #02956108

Mary C. Caudle
William E. Caudle
7995 Old Holland Road
Charlotte, NC 28262

Tax Parcel #02956107

Mary C. Caudle
William E. Caudle
7995 Old Holland Road
Charlotte, NC 28262

Tax Parcel #02956109

F/N Old Holland Road LLC
556 Hemmings Place
Concord, NC 28027

SITE DATA

PIN:	45889958110000, 45889927890000, 45889946540000
EXISTING ZONING:	LI
PROPOSED ZONING:	RC-CD
SITE AREA:	
GROSS AREA:	2.55 ACRES
NET AREA:	2.24 ACRES
MAX DENSITY:	20.4 UNITS (8 DUA)
UNITS PROPOSED:	18 UNITS (7.06 DUA)
FRONT SETBACK:	24'
SIDE YARD:	7'
REAR YARD:	5'
MAX BUILDING HEIGHT:	35'
OPEN SPACE REQUIRED:	0.51 AC (22,216 SF) (20% OF SITE)
OPEN SPACE PROVIDED:	
PASSIVE OPEN SPACE:	0.46 AC (19,938 SF)
ACTIVE OPEN SPACE:	0.14 AC (6,123 SF)
TOTAL:	0.60 AC (26,061 SF) (23.53% OF SITE)*

*OPEN SPACES SHALL MEET THE REQUIREMENTS OF THE CITY OF CONCORD DEVELOPMENT ORDINANCE

PARKING REQUIRED:	36 SPACES (2 SP/ UNIT)
PARKING PROPOSED:	
ON-STREET:	35 SPACES
GARAGES:	6 SPACES
TOTAL:	41 SPACES

LANDSCAPE REQUIREMENTS

BUILDING YARD:
CATEGORY 1: 6' WIDTH, 1 ORNAMENTAL TREE PER 30 LF, 8 SMALL OR MEDIUM EVERGREEN SHRUBS PER 30 LF, 0.4 POINTS PER LF

PARKING LOT YARD:
1 SHADE TREE OR 2 ORNAMENTAL TREES AND 8 SHRUBS PER EACH 10 PARKING SPACES; NO PARKING SPACE SHALL BE LOCATED MORE THAN 60' FROM A PARKING LOT TREE

STREET YARD:
CLASS 1: 8' WIDTH, 1 SHADE TREE PER 40' TO 50' DEPENDING ON UTILITIES AND POSSIBLE CONFLICTS, 0.24 POINTS PER LF

NOTE:
PER ARTICLE 7.8.8, A BUS SHELTER IS REQUIRED FOR MULTI-FAMILY DEVELOPMENTS. THE SHELTER SHALL BE CONSTRUCTED AT THE LOCATION(S) INCLUDING AT THE PERIMETER OF A DEVELOPMENT SITE WHERE PUBLIC SCHOOL BUS(ES) PICK-UP/ DROP-OFF OF CHILDREN AS ESTABLISHED BY THE CABARRUS COUNTY SCHOOL SYSTEM. FINAL LOCATION OF BUS SHELTER TO BE COORDINATED WITH JINETTE CLAY, WITH THE CABARRUS COUNTY SCHOOL DISTRICT, DURING PERMITTING.



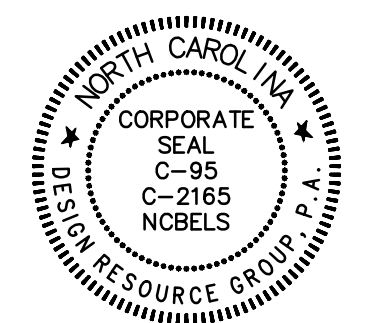
VICINITY MAP

N.T.S.



LANDSCAPE ARCHITECTURE
CIVIL ENGINEERING
TRANSPORTATION PLANNING

2459 Wilkinson Blvd, Ste 200 Charlotte, NC 28208
704.343.0608
www.drgpr.com



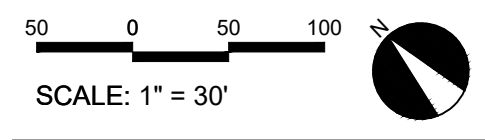
REZONING PETITION
FOR PUBLIC HEARING
2021-XXX

REZONING DOCUMENTS

OLD HOLLAND ROAD
CABARRUS & MECKLENBURG COUNTIES, NORTH CAROLINA

DHI COMMUNITIES
2000 AERIAL CENTER PKWY SUITE 110
MORRISVILLE, NORTH CAROLINA, 27560
704.516.1177

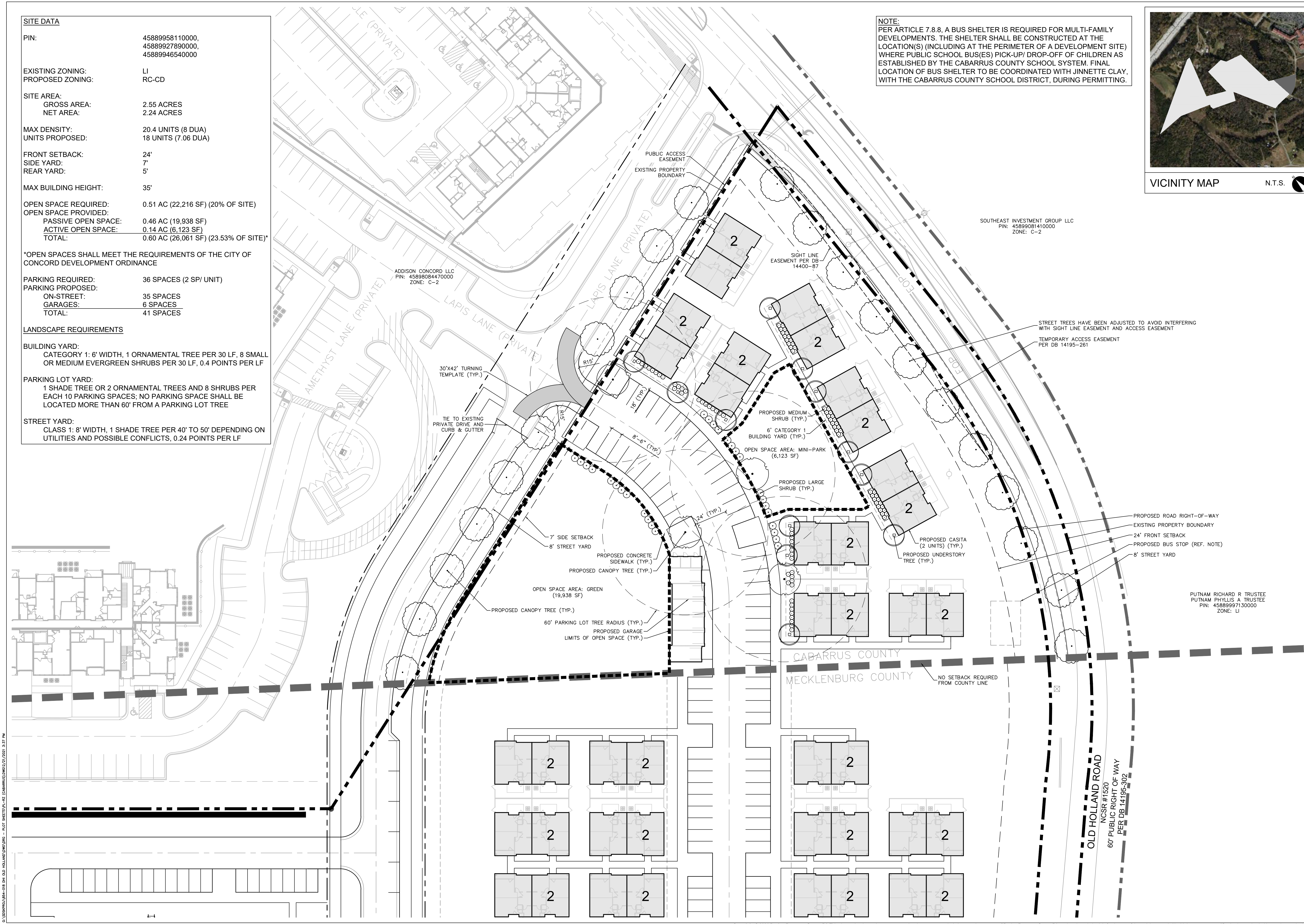
SCHEMATIC SITE & LANDSCAPE PLAN



PROJECT #: 854-018
DRAWN BY: TTF
CHECKED BY: SVK

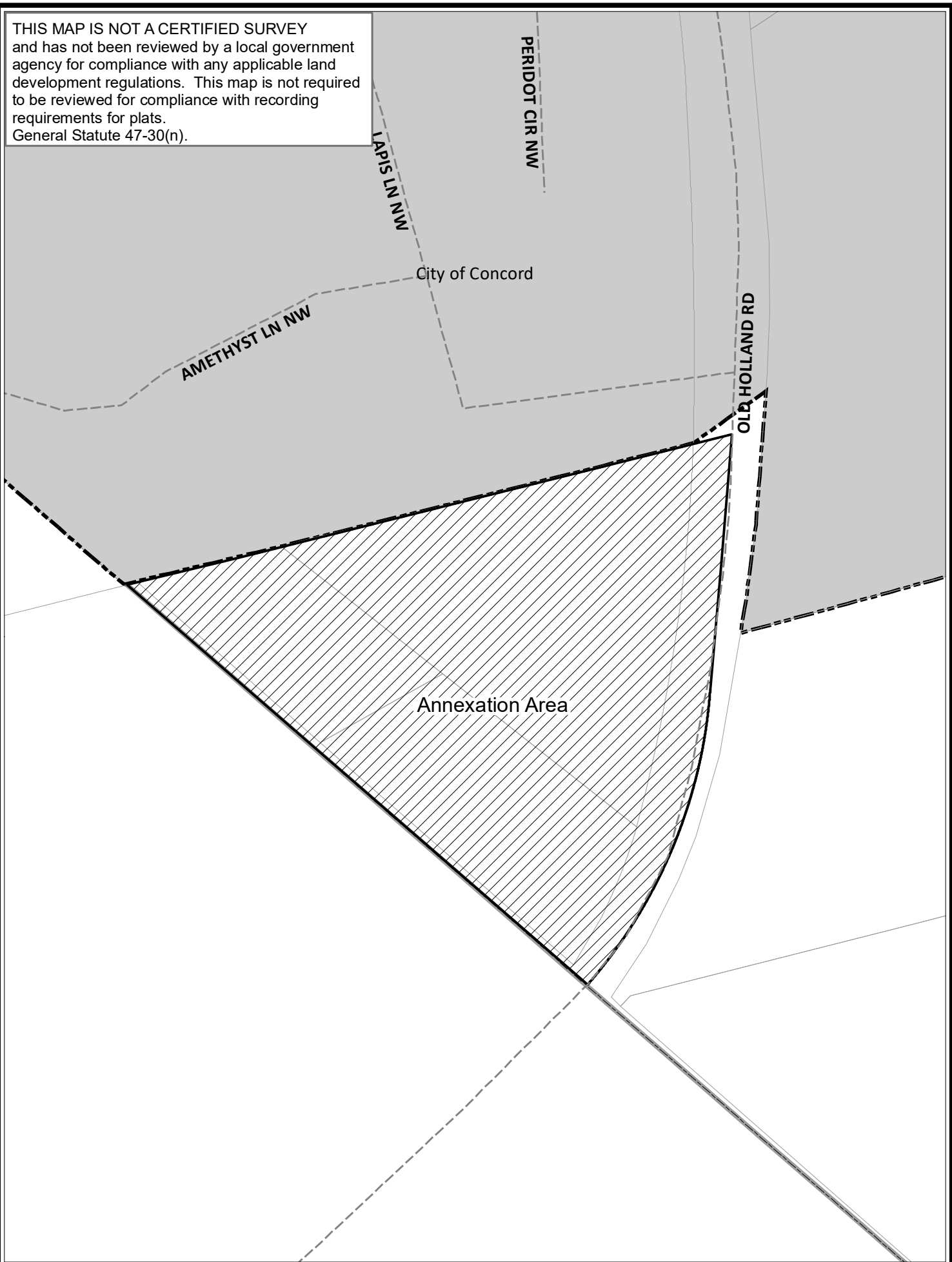
REVISIONS:

RZ2.00



C:\Users\p044-018\Desktop\OLD HOLLAND\DWG - PLOT SHEETS\PA-02 (CABARRUS)\DWG17/2021_3.17.Plot






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



Map of Proposed Annexation Area City of Concord, NC

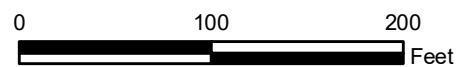
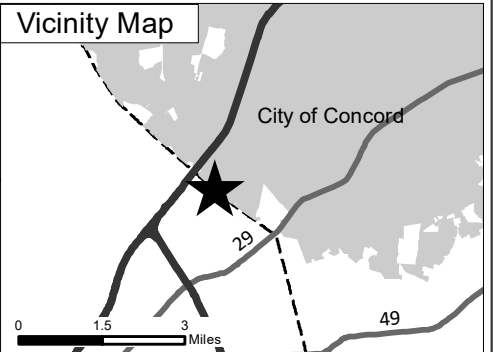
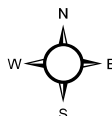
D. R. Horton Residential Community

Legend

-  Annexation Area
-  Street Centerline
-  Parcel Boundaries
-  City of Concord
-  Cabarrus Co.

Petitioned by: William & Mary Caudle
 Location: Old Holland Rd
 Parcel ID: 4588-99-5811; 4588-99-4654;
 4588-99-2789

Acreage: 2.553 acres
 Effective:
 Ordinance #:
 Ordinance Adopted:



1 inch = 100 feet

Coordinate System: NAD 1983 State Plane NC FIPS 3200

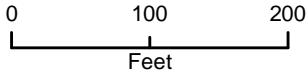
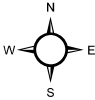
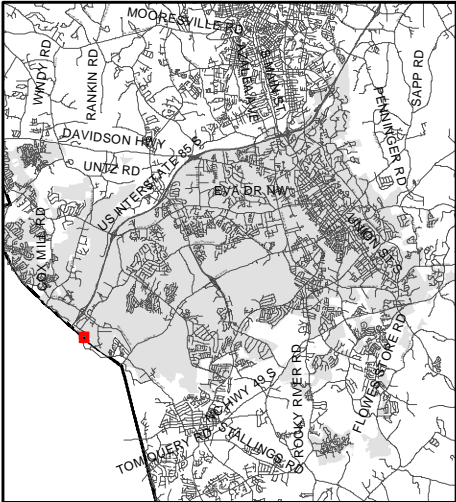
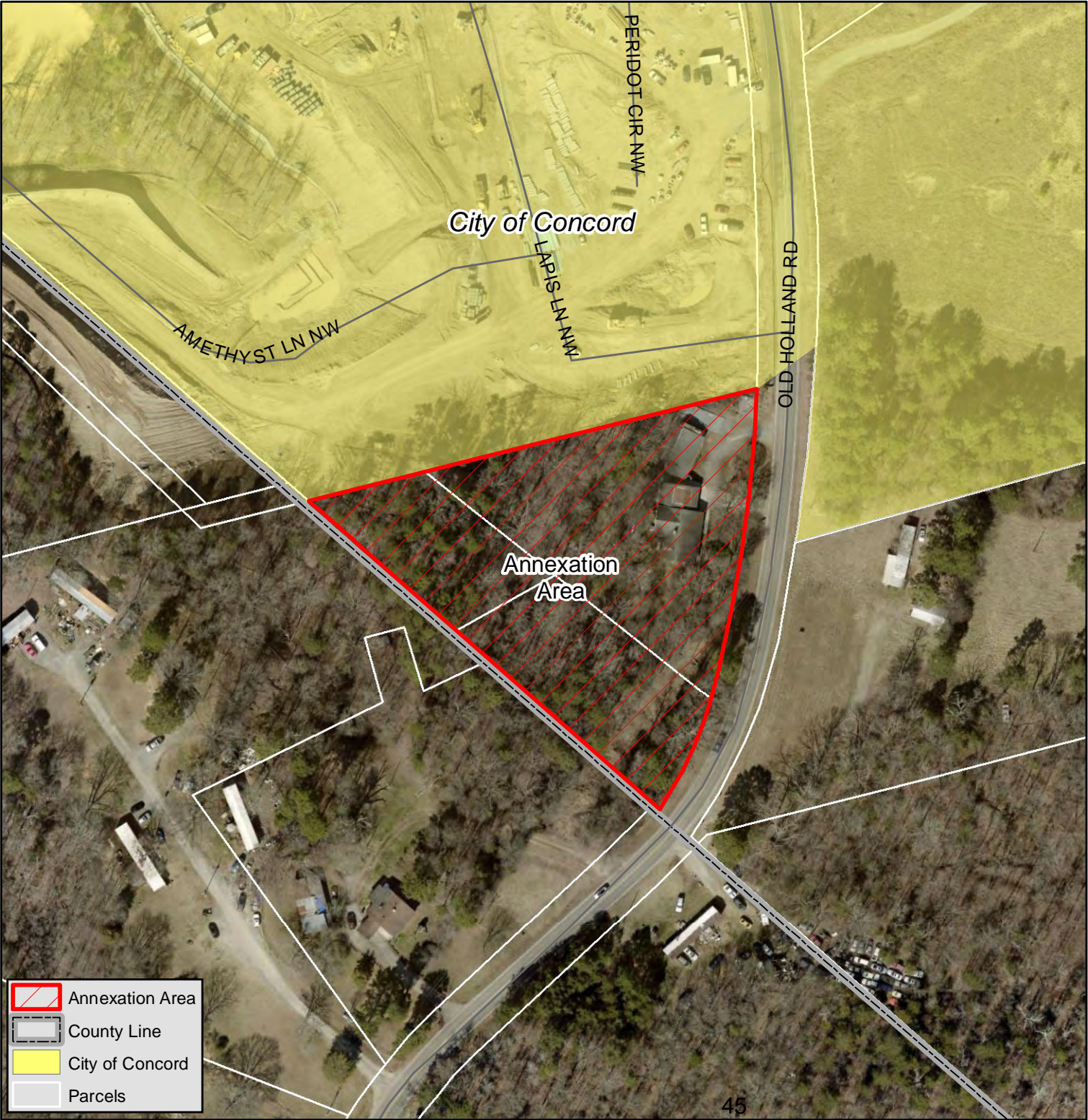
Map prepared by City of Concord
 Planning & Neighborhood Development Department

ANX-15-21

Annexation Application

**Caudle Property
Old Holland Rd**

7995 Old Holland Rd
PIN's: 4588-99-5811, 4588-99-2789,
4588-99-4654



AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE 2.553 ACRES OF PROPERTY
LOCATED AT 7995 OLD HOLLAND RD, CHARLOTTE, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by John Carmichael, Robinson, Bradshaw and Hinson, on March 10th, 2022 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on March 10, 2022 after due notice by The Independent Tribune on February 27th, 2022; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 10th day of March 2022:

PINs: 4588-99-5811, 4588-99-2789, and 4588-99-4654

ALL that certain lot or parcel of land situate, lying, and being in Cabarrus County, North Carolina, and more particularly described as follows:

BEGINNING at a calculated point in the centerline of Old Holland Road, a 60' Public Right Of Way, as described in Deed Book 14195, page 302 of the Cabarrus County Registry and marking the southeast corner of Addison Concord, LLC (now or formerly) as described in Deed Book 14194, page 283; THENCE with the centerline of Old Holland Road the following two (2) courses and distances: 1) South 04 degrees 45 minutes 59 seconds West, a distance of 207.15 feet to a calculated point; 2) THENCE a curve to the right having an arc length of 260.32 feet, a radius of 433.24 feet, being subtended by a chord bearing of South 21 degrees 21 minutes 52 seconds West, a distance of 256.42 feet to a calculated point along the Mecklenburg County and Cabarrus County line; THENCE with the county lines North 48 degrees 41 minutes 51 seconds West, a distance of 492.34 feet to a calculated point along the southern property line of Addison Concord, LLC (now or formerly) as described in Deed Book 14194, page 283; THENCE along the property line of Addison Concord, LLC the following two (2) courses and distances: North 76 degrees 01 minutes 03 seconds East, a distance of 81.53 feet to a new #5 rebar; 2) THENCE North 75 degrees 55 minutes 52 seconds East, a distance of 413.81 feet to a calculated point along the centerline of Old Holland Road, passing an existing #4 rebar at a distance of 211.43 feet and an existing #5 rebar at a distance of 384.72 feet, which is the POINT OF BEGINNING, having an area of 2.553 Acres, more or less.

SECTION 2. Upon and after the 10th day of March, 2022 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of Concord shall cause to be recorded in the office of the Register of Deeds of Cabarrus County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this

ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

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

Adopted this 10th day of March 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk


VaLerie Kolczynski, City
Attorney



30 Church St S
Lease Area

- Lease Area
- Addresses

N



0 15 30
Feet

1 inch = 30 feet

RESOLUTION TO LEASE PROPERTY

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-272, and General Assembly of North Carolina 1985 Session Chapter 355, HB 503, the City Council of the City of Concord, North Carolina has determined that the real property of the City located at 30 Church Street S., Concord, NC will not be needed by the City until December 2038 at the earliest; and

WHEREAS, the City Council desires to lease the real property of the City described above to Zato, LLC, a North Carolina limited liability company for an annual lease payment of \$6,396.00 for years 1-5 and \$8,000.04 for years 6-10, for a term beginning upon execution, with an option to renew for one five (5) year term at rates set forth in the lease agreement; and

WHEREAS, the City Clerk has caused to be published at least 30 days prior to March 10, 2022, a notice as required by N.C. Gen. Stat. §160A-272;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord that the City Council hereby authorizes the Mayor, City Manager and City staff to take necessary steps to execute the lease of the real property of the City located at 30 Church Street S., Concord, NC.

Adopted this 10th day of March 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim J. Deason, City Clerk



Home of the Virginia Slice

Get a Benny's



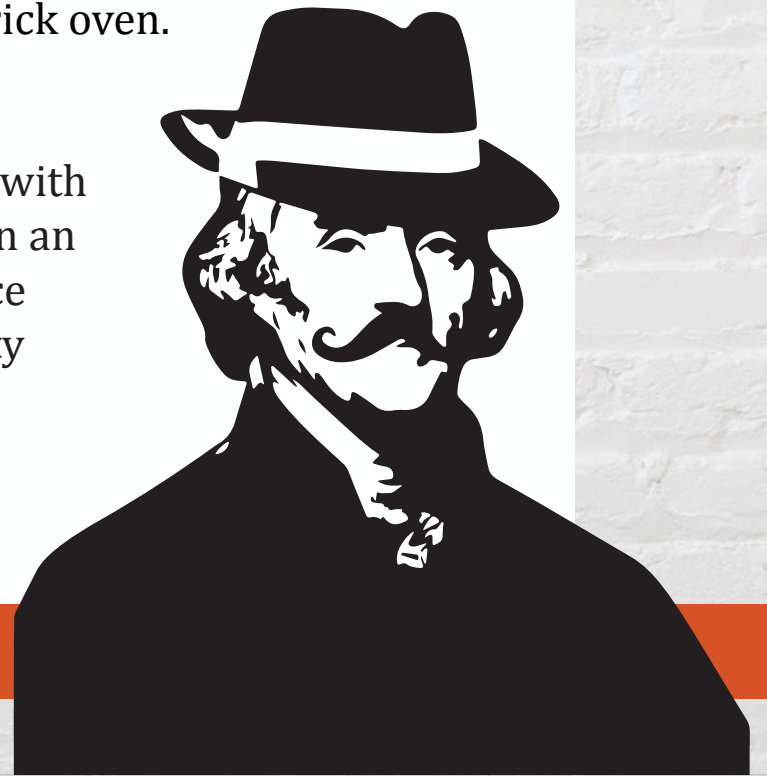
History

Benny Marzano's, aka "The Mothership", hit downtown Blacksburg, VA in September 2011. Benny's has been providing the local community with hugely oversized slices of pizza heaven. In just 9 years, Benny's has grown to 20 locations across 5 states, each with a different last name that better reflects the town it is dropped in. Benny's was on pace to sell 375,000 28" pizzas in 2020, enough to feed 3 million happy customers.

Who is Benny?

Benedito "Benny" was a man of compassion, dedication, and good taste. Born in the old country, raised in Brooklyn, Benny spent his youth in the kitchen of the Italian gun club of Manhattan. Unknown circumstances forced him to relocate to the Eastern Shore of Virginia. He made pizza pies for his neighbors out of his own brick oven.

Three decades later and Benny continues to serve his community with his signature 28" pies. He has been an inspiration to us and a driving force behind our restaurant's personality and recipes.





Benny Ventano's - a new giant-slice pizza place - is now open in Fan District

BY KARRI PEIFER Richmond Times-Dispatch Apr 10, 2019



Benny Ventano

Benny Ventano's - the new restaurant in the former Continental Divide / Mint / Davis & Main space - is now open.

Benny's does pizza. Giant - bigger than a tire, with slices bigger than your face - pizza. It's kind of their thing.

In fact, pizza is kind of their only thing. The menu at the Richmond Benny's, which opened April 8 at 2501 W. Main St., is the same as the other 19 Benny's in the country: three regular pizzas (cheese, pepperoni and sliced Italian sausage), two month special pizzas (April is buffalo chicken and garlic mushroom) and potato chips.

That's a lot of dough: Business booms for Blacksburg-born pizza chain

By Jacob Demmitt The Roanoke Times Sep 15, 2019



Benny's pizzerias -- owned by Chris Brown (left) and Zach Toth -- are known for their oversized pies.

There was only ever supposed to be one Benny Marzano's in Blacksburg. Benny was a friendly-sounding name, and Marzano came from the type of tomatoes used in the original sauce recipe.

But three months after that store opened in 2011, a property owner in Roanoke invited the partners to launch another location there. They kept the name Benny, but changed the last name to Marconi to give it a more local feel.

Benny's Pizza opens in downtown Waynesboro

By Derek Micah Armstrong Mar 14, 2019



Waylon Sandridge, 22, and Lydia Rowe, 19, eat a giant slice of pizza at Benny Stivale's, a new Benny's Pizza restaurant in downtown Waynesboro, on Thursday evening. The pizza restaurant, which serves up 28-inch pizzas and pizza by the slice, opened on Thursday.

DEREK MICAH ARMSTRONG/THE NEWS VIRGINIAN

Benny's Trending



Conversation: Chris Brown, Benny's, Blacksburg, VA

By Denise Greer

Benny's Blacksburg, Virginia

"Personality is a big part of Benny's success. It's what makes people proud to bring their friends in and gives them a real connection to our restaurant. It's not just the size of our 28-inch pies or the speed of our slices, but our simple and honest presentation that gets people saying "I want a slice of Benny's," not just a slice of pizza.

What's The Virginia Slice? We combined thin New York style with the Jumbo Slice concept of DC to create arguably the most perfect sized slice. Our custom five-cheese blend has enough flavor to let one cheese slice stand up as a solid meal - \$4. The best slice for the best state.

Empowering pizza makers — Simplicity is part of it, but allowing our staff to be proud of the pizza they are making is how you get a perfect slice. Of course, our customers are quick to let us know if a slice isn't up to Benny's standards, haha. It's rare that the person making pizza gets to interact with the customer — see them smile or gasp or take pizza selfies. Seeing that joy really makes every slice feel more like an accomplishment than just a product of the job.

Students are always on the move... and they're relatively broke. A quick \$5 meal is perfect for them. But honestly this goes for any given downtown with foot traffic, not just college towns. However, college kids do drink more and no better way to end a night than with pizza.

On growth — 20 stores now, with three more currently under construction. We recently completed our franchising package and are starting to explore that path, but we still enjoy opening our own shops and have a few more towns that we would love to be in before we start really trying to sell the Benny's brand.

Benny's pizza chain plans to open later this year

By ONOFRIO CASTIGLIA | The Winchester Star Sep 12, 2017



WINCHESTER — A novelty pizza chain is planning to open a location here before the end of the year, the company confirmed on Monday.

Benny's Pizza — which serves 28-inch pies and proportionately large slices — operates 16 locations, mostly in college towns, in Virginia, Pennsylvania, North Carolina and South Carolina. There are Virginia locations in Harrisonburg, Charlottesville, Radford, Roanoke, Fredericksburg and two locations (one of them focused on delivery) in Blacksburg.

Each Benny's location has a different last name. For example, the Benny's in Pittsburgh is called Benny Fierro's, while the location at Smith Mountain Lake is called Benny Adelina's.

According to the company's website, which dubs the restaurant "home of the Virginia slice," the owner is originally from Brooklyn.

"His anonymity is important to him, which is why every Benny's represents a different side of him and is given a different name."





Top 100 Emerging Franchise for 2021



The owners of Benny Marzano's, which has proven to be a successful business model in Blacksburg, have opened a second location at 120 E. Campbell Avenue in downtown Roanoke (formerly Glazed Bisque-It). Benny Marconi's opened yesterday (June 14).

These two restaurants are owned by 2006 Virginia Tech graduates Chris Brown and Zach Toth. Both Benny's locations specialize in giant slices of pizza cut from 28-inch pies. Slices cost \$4 to \$5 and toppings include cheese, pepperoni and the special topping of the month. They do sell whole 28-inch pies for \$28, which Brown said might sound like a lot of money, but that will feed 8 people and includes tax.

Anyway, it's the single-slice model that works well for them, a simple concept that has proven popular with VT students. They also keep their restaurant open late into the evening to accommodate hungry night owls.

Chris Brown said the name "Benny" comes from a family friend while the names "Marzano" and "Marconi" are a nod to regions in Italy. Besides the name, one other difference between the two locations is that Benny Marconi's in Roanoke will serve beer as soon as these guys get their license from the Virginia ABC.

Folks have long speculated on when Fredericksburg's downtown is going to "come back." It was thought we'd need a big-name anchor like Banana Republic to jump-start things. Well, we've got that store now. Only it's not a clothing store. It's Benny Vitali's and it's a food store — a pizza joint that's "Home of the Virginia Slice" — in the Caroline Street site of the former Old Town Grill.

Mark this date—Sept. 29, 2014, the day Benny Vitali's opened in downtown — among the most important in Fredericksburg history, right up there with that of the 2011 Virginia earthquake. Because I'm predicting that Benny's is going to have that same kind of impact. This is a pizza store that is going to move mountains — of all-purpose flour. Hey, we're talking authentic New York-style pizza by the slice here! You read it here first: Benny's is going to rock our small-town Southern world.

A 'pizza' Blacksburg's heart: How two alumni came together to create the Benny's 'Virginia Slice'

Heather Trobridge, design editor Jan 1, 2020



In 2006, an interior design major and a finance and accounting major graduated and went their separate ways to New York City and Washington D.C. respectively. These college buds would soon find their way back home and shake up downtown Blacksburg forever.

Chris Brown had been working on the plans for Benny's during his time in New York while completing his MBA. The way he saw it, there's a pizza place on every corner up in NYC, and while visiting his old college pal, Zach Toth, in D.C., they would go to a place that served a jumbo slice of pizza.

It became their routine; at the end of a night of drinking, they would eat pizza, something that was notably missing in their college days. Back in the day you'd have to go to your apartment and order a pizza; they wanted to give students in Blacksburg the chance to continue a fun night out on the town.

Enlisting the help of Toth, they came to Blacksburg one weekend and the building that Brown had envisioned for Benny's was up for sale. The year 2011 marked the start of one of Blacksburg's booming downtown staples.





April Via

11 reviews · 2 photos



★★★★★ a month ago

Great customer service!! Good pizza! Fast. N I was 6 in line. Got my pizza in 7 min. Couldn't believe it. 2 people working!! Great job!



Like



Maya Handley

1 review



★★★★★ 4 months ago

Wonderful pizza!!! Also a super selection of bottled drinks. I love their pepperoni pizza, I know, typical! But they also have some great pizza combinations that they put together daily that are super good! Definitely recommend, but don't go when they're super busy!



Like



Billy Y

Local Guide · 26 reviews · 20 photos



★★★★★ a month ago

Anyone you see with a pizza box in a 5 mile radius, is eating benny's. Busy almost always, their specialty slices are good but their cheese is top notch at 4\$ per slice. A huge pizza is your ultimate bargain - call ahead but be warned the box won't fit in any fridge.



Like



Omar Vargas

Local Guide · 23 reviews · 8 photos



★★★★★ a month ago

The Biggest Slice I have ever seen or eaten and I grew up in Brooklyn, NY when pizza was king. Beside being big, it was a very good slice, i the the Buffalo Chicken that had just the right amount of spice to be able to enjoy it. Had to order take out because of covid rules so it had to be reheated by the time i got home but it held together and was delicious.

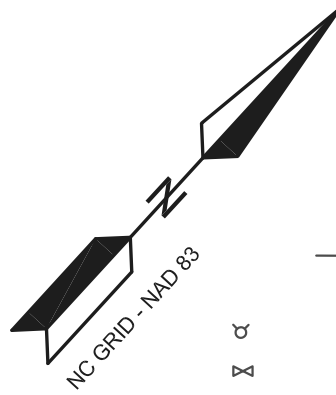
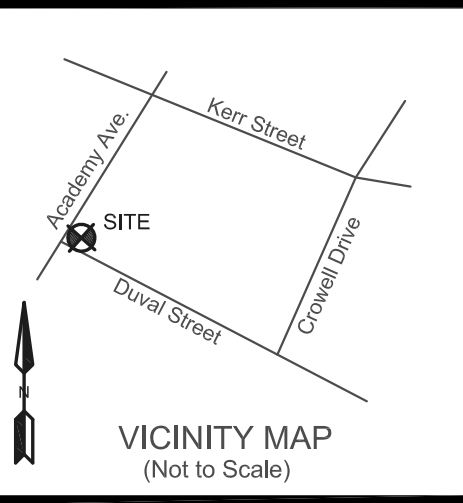
My recommendation is a whole pie for a large group, if its just you, one slice is plenty!



1



EXHIBIT A
Resolution for Duval Street NW and Academy Avenue NW



Total Area
19963.49 sf
0.458 AC

Line	Bearing	Distance	Tie Line
L1	S 41°38'41" E	1.73'	
L2	N 47°53'50" E	0.97'	



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

- LEGEND**
- R/W - RIGHT OF WAY
 - (F) - FOUND
 - (B) - BENT
 - a/s - AS SHOWN
 - EoP - EDGE OF PAVEMENT
 - OHE - OVERHEAD ELECTRIC
 - ⊕ - POWER POLE
 - - WATER METER
 - ⊗ - WATER VALVE
 - ⊕ - FIRE HYDRANT
 - - SANITARY SEWER CLEANOUT
 - ⊙ - SANITARY SEWER MANHOLE

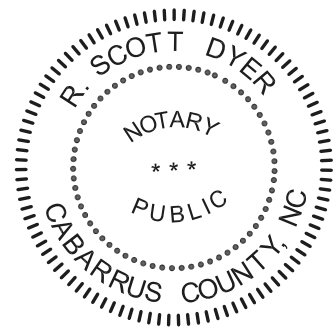
I hereby certify that I am the owner of the property shown and described hereon, and that I hereby adopt this plan of division of my property of my free consent, establishing any lines and features shown on this plat. Further, I certify the land as shown hereon is within the platting jurisdiction of Cabarrus County.

Owner _____ Date _____

North Carolina
Cabarrus County

I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
Witness my hand and official seal this the _____ day of _____, 2021.

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



Exception Plat Certificate

It is hereby certified that this map is exempt from the City of Concord approval as a subdivision plat and is in compliance with the City of Concord Development Ordinance regulations.

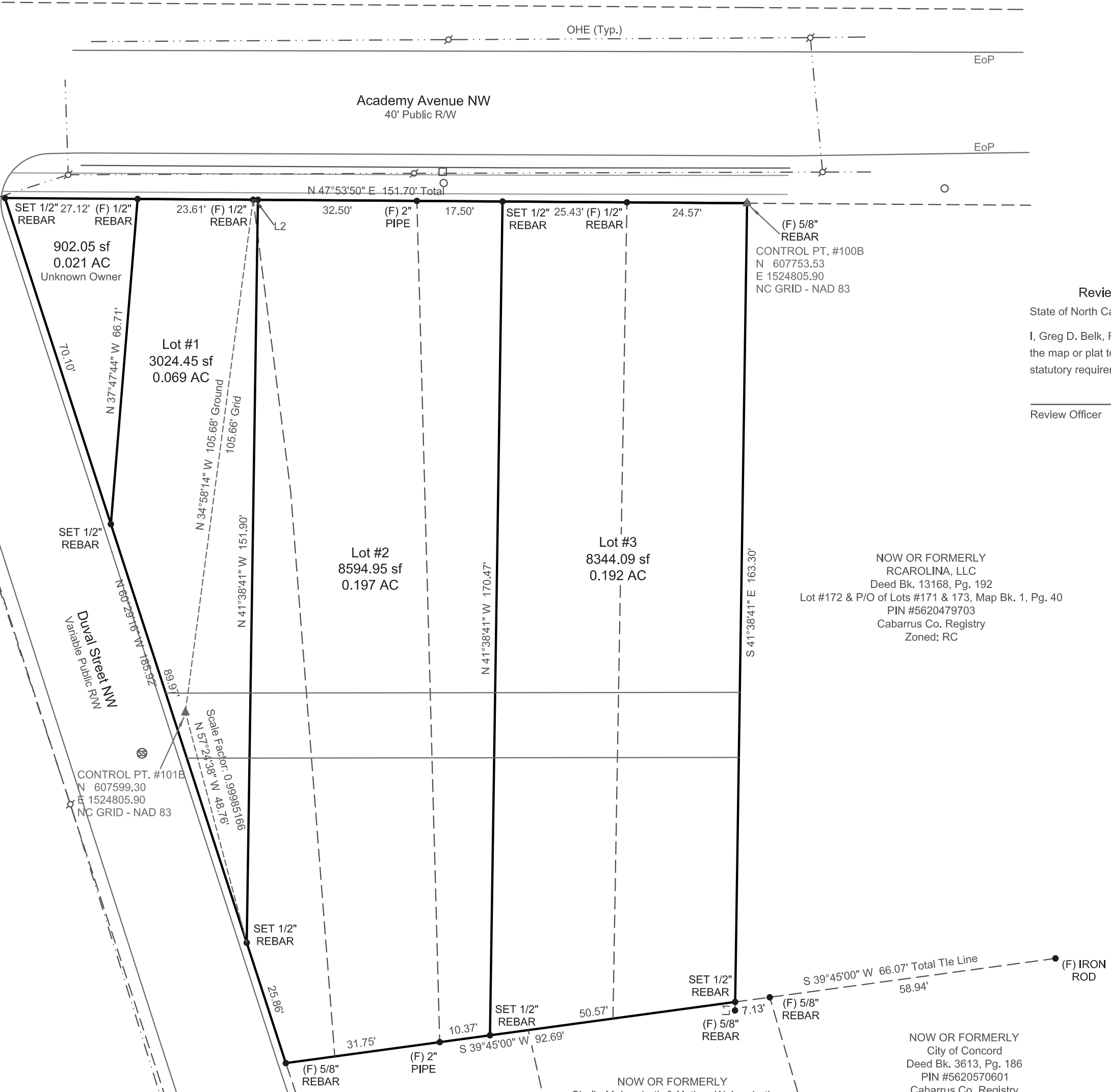
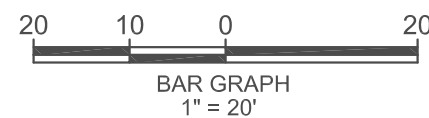
Development Services Director _____ Date _____

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 11995, page 269, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 5th day of January, A.D., 2021.

I also certify to one or more of the following as indicated:

- A. That this plat is of a survey that creates a subdivision of land within the area of county or municipality that has an ordinance that regulates parcels of land;
- B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
- C. That this plat is of an existing parcel(s) of land;
- D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
- E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.

RC SETBACKS	
Min. Front	24'
Min. Rear	5'
Min. Side	7'
Min. Lot Area	5,000 sf
Min. Lot Width	50'
Min. Lot Depth	100'



Review Officers Certificate
State of North Carolina _____ County of Cabarrus
I, Greg D. Belk, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed, meets all statutory requirements for recording.

Review Officer _____ Date _____

NOW OR FORMERLY
RCAROLINA, LLC
Deed Bk. 13168, Pg. 192
Lot #172 & P/O of Lots #171 & 173, Map Bk. 1, Pg. 40
PIN #5620479703
Cabarrus Co. Registry
Zoned: RC

NOW OR FORMERLY
Barnhardt Properties, LLC
Deed Bk. 11542, Pg. 125
PIN #5620479582
Cabarrus Co. Registry
Zoned: RC

NOW OR FORMERLY
Sheila M. Lambeth & Nathan W. Lambeth
Deed Bk. 12016, Pg. 289
PIN #5620479567
Cabarrus Co. Registry
Zoned: RC

NOW OR FORMERLY
City of Concord
Deed Bk. 3613, Pg. 186
PIN #5620570601
Cabarrus Co. Registry
Zoned: RC

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

- Class of Survey: B
- Positional Accuracy: 0.02
- Type of GPS field procedure: Real Time Kinetic - NC Network
- Dates of Survey: January 5, 2021
- Datum/Epoch: NAD 83 (NSRS2011)
- Geoid Model: Geoid 12a
- Combined Scale Factor (Avg.): 0.99985166
- Units: US Survey Feet

NOTES:

- * Deed Reference - Deed Bk. 11995, Pg. 269 Habitat For Humanity Cabarrus County Dated June 29, 2016 Recorded in Cabarrus Co. Registry
- * Map Reference - Milton Dated February 1, 1924 Map Bk. 1, Pg. 40 Recorded in Cabarrus Co. Registry Performed by Walter L. Furr, PLS
- * 1/2" rebar set at all corners unless otherwise noted.
- * Property subject to recorded and unrecorded rights of way, easements and agreements as may appear.
- * PIN #5620478635
- * Total number of lots = 3.
- * Zoned: RC
- * Subject property is not located within a 100 year flood hazard area per Community Flood Panel #3710562000 K, dated November 16, 2018.

PRELIMINARY
Not for Conveyances,
Sales or Recordation

R. Scott Dyer, PLS #4444

R. Scott Dyer, PLS #4444

Date _____

Owner: Habitat For Humanity
P.O. Box 1502
Concord, NC 28026
Prepared for: Habitat For Humanity
0.458 AC - Academy Avenue NW
City of Concord Township No. 12 Cabarrus County, NC
EXCEPTION PLAT

DATE
January 5, 2021

SCALE
1" = 20'

NLS NO.
20184

DRAWN BY
S. Kimrey

CHECKED BY
S. Dyer

NO.	REVISION	DATE	BY

SHEET
1 OF 1

RESOLUTION AUTHORIZING
EMINENT DOMAIN TO ACQUIRE PROPERTY

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

LYING AND BEING in Township Number Twelve (12) of the City of Concord, North Carolina, being a triangular-shaped lot located on the northeast corner of Duval Street NW and Academy Avenue NW and being more particularly described as follows:

Beginning at a set ½” rebar, said rebar being located at the intersection of the right-of-way of Academy Avenue NW (40’ Public R/W) and the right-of-way of Duval Street NW (Variable Public R/W), thence with the right-of-way of Academy Avenue NW (40’ Public R/W), N 47°53’50” E 27.12 feet to a found ½” rebar, said rebar being a common corner with now or formerly Habitat for Humanity Cabarrus County (Deed Bk. 11995, Pg. 269); thence with the property of now or formerly Habitat for Humanity Cabarrus County (Deed Bk. 11995, Pg. 269), S 37°47’44” E 66.71 feet to a set ½” rebar, said rebar being located on the right-of-way of Duval Street NW (Variable Public R/W); thence with the right-of-way of Duval Street NW (Variable Public R/W), N 60°29’16” W 70.10 feet to the POINT AND PLACE OF BEGINNING and containing 0.021 Acres and is shown on a map titled, “0.458 Acres – Academy Avenue NW” dated January 5, 2021 by NorStar Land Surveying, Inc. and is attached as Exhibit A for further reference.

WHEREAS, the real property parcel, currently owned by all heirs known and unknown of Louis D. Duval and all heirs known and unknown of J.L. Hartsell is being acquired for the purpose of the construction of affordable housing along with all fixtures and appurtenances; and

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

The City of Concord will acquire by eminent domain for the purposes stated above the property and interest described above.

The City Attorney is authorized and directed to institute the necessary proceedings under Chapters 157 and 40A of the North Carolina General Statutes, to acquire the properties described above.

Adopted this _____ day of March, 2022.

ATTEST:

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

By: _____
Kim J. Deason, City Clerk

By: _____
William “Bill” Dusch, Mayor

[SEAL]

Concord ABC Board
230 International Drive
Concord, NC 28027

Dear Mayor Dusch:

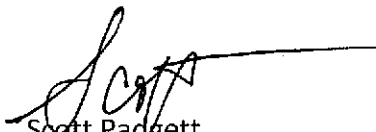
February 24, 2022

You may recall our discussions in the fall regarding City Council's confusion over the way the Concord ABC System was required to ask to retain the same excess capital funds every fiscal year if any portion of the funds remained unspent for a qualified use. This was making such requests appear inflated because at times ABC was asking to keep the same money Council approved from a previous fiscal year.

For example in June 2021 the Board received approval from the Council to retain excess working capital funds of \$1,463,251.00 for the purpose of completing a new location on George Liles Blvd in which the final payment has been made. We have a balance left of \$789,000 as of 2/24/2022. If this change is approved, this amount will roll over into future fiscal years until spent for qualified purpose. We are working with an architect and engineer on plans to build a much needed warehouse expansion on our present site.

The State ABC Commission has indicated that many urban systems have received approval to carry over previously approved excess funds over fiscal years if used for a qualified purpose. The Concord ABC Board would like to ask for the Concord City Council's consideration to allow the Concord ABC Board to retain funds already approved to avoid duplicative requests.

Thank you for your consideration,


Scott Padgett
Concord ABC Board, Chairman

RESOLUTION AUTHORIZING AMENDMENT AND RESTATEMENT
OF ARTICLES OF INCORPORATION OF WEBUILD CONCORD,
FORMERLY CONCORD FAMILY ENRICHMENT ASSOCIATION

WHEREAS, The original Articles of Incorporation of Concord Family Enrichment Association were filed with the Secretary of the State of North Carolina on July 16, 2019; and

WHEREAS, the Articles of Incorporation required approval of any amendment thereto by the City of Concord; and

WHEREAS, Concord Family Enrichment Association wishes to amend its Articles of Incorporation as shown on the attached, Exhibit A.

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

1. The City Council of the City of Concord approves the Articles of Incorporation as Amended and Restated.

Adopted this the ____th day of _____, 2022.

ATTEST:

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

Kim Deason, City Clerk

William Dusch, Mayor

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
WEBUILD CONCORD,
FORMERLY CONCORD FAMILY ENRICHMENT ASSOCIATION**

Pursuant to North Carolina General Statutes §55A-10-06, the Board of Directors of Concord Family Enrichment Association amends and restates its Articles of Incorporation.

1. The name of the Corporation shall be, and hereby is, changed from Concord Family Enrichment Association to WeBuild Concord.
2. Attached hereto as **Exhibit A** is the text of the Amended and Restated Articles of Incorporation.
3. The Corporation's Board of Directors adopted the amended and restated articles of incorporation by majority vote of the Directors. The Corporation does not have members and, therefore, approval of members was not necessary.
4. The original articles of incorporation required approval of any amendment thereto by the City of Concord. Pursuant to pertinent portions of Chapter 55A of the North Carolina General Statutes, including but not limited to, section 55A-10-30 thereof, the City of Concord approved the amended and restated articles of incorporation. Attached hereto as **Exhibit B** is evidence of approval by the City of Concord.
5. These Amended and Restated Articles of Incorporation will be effective upon filing.

IN WITNESS WHEREOF, the CORPORATION has caused its Amended and Restated Articles of Incorporation to be signed in its name and on its behalf by the undersigned signatories, this the ___ day of _____, 20_____.

Chair of the Board of Directors

Executive Director of the Corporation

Secretary of the Board of Directors

Exhibit A

**AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
WEBUILD CONCORD,
FORMERLY CONCORD FAMILY ENRICHMENT ASSOCIATION**

The original Articles of Incorporation of this Corporation were filed with the Secretary of the State of North Carolina on July 16, 2019. The Corporation has not previously filed any amendment thereto. The Amended and Restated Articles of Incorporation as set forth herein amend, integrate, restate, supersede, and replace the provisions previously filed with the Secretary of the State of North Carolina.

1. Name. The name of the Corporation shall be, and is hereby, amended and changed from Concord Family Enrichment Association to WeBuild Concord.
2. Term of Existence. The term of existence of the Corporation shall be perpetual.
3. Registered Office, Principal Office, and Registered Agent. The Corporation's registered agent shall be such persons designated by its board of directors; and its principal office and mailing address of the Corporation shall be such locations designated by its board of directors. Unless and until the board of directors selects a different location or registered agent:
 - A. The street address and county of the registered office and principal office of the Corporation is:

4 Barbrick Avenue, SW., Suite 10
Concord, North Carolina 28025
Cabarrus County
 - B. The mailing address of the Corporation's registered office and principal office is:

4 Barbrick Avenue, SW., Suite 10
Concord, North Carolina 28025
 - C. The name of the Corporation's registered agent is Patrick C. Graham.
4. Purposes and Powers. The purposes for which the Corporation is organized are:
 - A. To be organized and operated exclusively for charitable and public purposes, and all income of the Corporation shall be used exclusively for purposes which shall qualify as exempt under Section 501(c)(3) of the United States Internal Revenue Code (or corresponding provisions of any future United States Internal Revenue law), as a 509(a)(3) support organization exclusively to provide services and

resources for the benefit of, to perform the functions of, or to carry out the purposes of the City of Concord and its Housing Department. In particular, to promote the general welfare of the citizens of the City of Concord by encouraging the revitalization of the City and assisting the government of the City of Concord through the acquisition, construction and operation or lease of real estate and improvements, facilities and equipment for the use and benefit of the general public.

- B. To perform all acts which may be deemed necessary or expedient for the proper and successful prosecution of the objects and purposes for which the Corporation is created, and to engage in any lawful activity for which corporations may be organized under Chapter 55A of the General Statutes of North Carolina; provided, however, that no such act shall be taken and no power shall be exercised in a manner which is inconsistent with Chapter 55A of the North Carolina General Statutes or Section 501 of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.
5. Approval by the City of Concord. The City of Concord shall have the right to approve the Articles of Incorporation and amendments thereof, to approve any dissolution, consolidation, or merger of the Corporation, and such other rights and powers as are specified by law and in these Articles of Incorporation or in the bylaws of the Corporation. Notwithstanding the foregoing, the Corporation may engage in routine or daily operations, including but not limited to acquisition, encumbrance, and disposition of property in the ordinary course of business without approval of the City of Concord.
6. Non-Profit. The Corporation has not been formed for pecuniary profit or financial gain, and no part of the assets, income or profit of the Corporation shall inure to the benefit of any donor, director, officer of the Corporation, employee, or private individual. No substantial part of the activities of the Corporation shall consist of carrying on propaganda or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publication or distribution of statements) any political campaign on behalf of any candidate for public office. Notwithstanding any other provisions of these Articles, the Corporation shall not carry on any activities not permitted to be carried on by a corporation exempt from federal income tax under Section 501 of the Internal Revenue Code and its regulations as they now exist or as they may hereafter be amended.
7. No Capital Stock. The Corporation shall not have authority to issue capital stock of any kind.
8. Dissolution. Upon dissolution or winding up of this Corporation, or in the event it shall cease to engage in carrying out the purposes set forth in these Articles, all of the business, properties, assets, and income of the Corporation remaining after payment, or provision for payment of all debts and liabilities of this Corporation, shall be distributed to the City of Concord to be used exclusively for public purposes. If, and to the extent, that any assets are not distributed to the City of Concord, then such assets shall be disposed of by

the Superior Court of Cabarrus County, North Carolina, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

9. Governance and Board of Directors.

- A. A Board of Directors shall regulate the business and conduct of the Corporation. Directors are authorized to reimburse themselves amounts for reasonable expenses incurred. The number of directors of the Corporation may be fixed by the Bylaws of the corporation.
- B. Directors of the Corporation shall be elected or appointed by the Board of Directors in the manner and for the terms provided in the Bylaws of the Corporation as such shall from time to time be amended.
- C. The Board of Directors shall have the authority by a majority vote to make, change, alter, and rescind the bylaws of the Corporation not inconsistent with these amended and restated articles of incorporation.

10. No Members. The Corporation shall not have members.

11. Officer and Director Protection. The private property of the Directors and Officers of the Corporation shall not be subject to the payment of the corporate debts to any extent whatsoever. To the full extent permitted by law, no person who is serving or who has served as an officer or director of the Corporation shall be personally liable for any action for monetary damages for breach of his or her duty as an officer or director, whether such action is brought by or in the right of the Corporation or otherwise. Neither the amendment or repeal of this Article 11, shall eliminate or reduce the protection afforded by this Article 11 to an officer or director of the Corporation with respect to any matter which occurred, or any cause of action, suit, or claim, which but for this Article 11 would have accrued or risen, prior to such amendment, repeal, or adoption.

12. Email. The email address for the business is: info@concordfamilyenrichment.org.

13. Effectiveness. The provisions set forth in these Amended and Restated Articles of Incorporation shall be effective immediately upon their adoption and filing.

[Signatures and Certification of Board Approval Appear on the Next Page]

This is to certify that the above Restated and Amended Articles of Incorporation of WeBuild Concord, formerly Concord Family Enrichment Association, were duly adopted by the Board of Directors at a meeting held on the ____ day of _____, 20____.

Chair of the Board of Directors

Executive Director of the Corporation

Secretary of the Board of Directors

Exhibit B

**APPROVAL OF THE CITY OF CONCORD
TO THE
AMENDED AND RESTATED ARTICLES OF INCORPORATION
OF
WEBUILD CONCORD,
FORMERLY CONCORD FAMILY ENRICHMENT ASSOCIATION**



Statewide Term Contract 420A – Furniture

Bid Number	201800242
Contract Name	Furniture
Effective Dates	July 1, 2019 through June 30, 2022
Awarded Vendors and Contacts	STC 420A Award Information
Contract Covers	<p>This contract covers comprehensive product lines from multiple manufacturers, including new, unused and in-current-production commercial and institutional quality furniture of all types, covering the state's normal requirements in the categories listed below.</p> <p>Category I: Casegoods (Desks, Credenzas, Conference Tables) Subcategory A: Wood Office Desks and Casegoods (Fully Assembled) Subcategory B: Laminate Office Desks and Casegoods Desks (Modular Construction)</p> <p>Category II: Classroom Subcategory A: Chairs, General Purpose, Metal, and Chair Desks, Classroom Subcategory B: Tables, Pupil, Metal Subcategory C: Desks, Teacher's, Metal Subcategory D: Tables, General Purpose, Metal Subcategory E: Tables, Computer, Classroom Subcategory F: Furniture, Library, Wooden</p> <p>Category III: Bookcases Bookcase, Wood, Office</p> <p>Category IV: Ergonomic Chairs Ergonomic Chairs</p> <p>Category V: Office Swivel & Side Chairs Subcategory A: Wood, Office Side Chairs Subcategory B: Office Swivel Chairs</p> <p>Category VI: Computer Furniture, Computer</p> <p>Category VII: Mobile & Folding Subcategory A: Chairs, Metal Folding Subcategory B: Tables, Folding Subcategory C: Tables, Mobile, Folding Subcategory D: Mobile Storage Equipment, Folding Chairs</p> <p>Category VIII: Upholstered Seating Subcategory A: Lounge Seating, Upholstered (Matching Sofa, Loveseat, Chair Only) Subcategory B: Lounge Seating, Upholstered (Sectional and Ganged Seating Only)</p>

	<p>Category IX: Commercial Dining Subcategory A: Chairs, Dining, Hospitality, General Purpose (Wood, Upholstered Type) Subcategory B: Chairs, Dining, Hospitality, General Purpose (Metal, Upholstered Type) Subcategory C: Tables, Dining Subcategory D: Occasional Tables</p> <p>Category X: Metal Cabinets Subcategory A: Lateral, Metal Subcategory B: Vertical. Metal Subcategory C: Storage, Metal</p> <p>Category XI: Cosmetology Furniture, Cosmetology</p> <p>Category XII: Office Systems, Open Plan Office Systems, Open Plan</p> <p>Category XIII: Desks, Sit-To-Stand Desks, Sit-To-Stand</p> <p>Category XIV: Shelving, Metal, Library Shelving, Metal, Library</p> <p>Category XV: Dormitory Dormitory (Desks, Dresser, Loft, Cabinet, Armoire, Bunkbed, Nightstand, etc.)</p>
<p>Mandatory Contract</p>	<p>This is a mandatory Statewide Term Contract for state agencies, departments, institutions, universities and community colleges - unless exempted by North Carolina General Statute. Additionally, non-mandatory entities, including schools and local government, that are allowed by general statute may use this contract.</p> <p>Furniture products not within the scope of this or other Statewide Term Contracts may be purchased from other vendors in accordance with 01 NCAC 05B.1105 and 01 NCAC 05B.0301.</p>
<p>Special Note</p>	<p>Division of Adult Correction, Department of Public Safety Products Preference (§ 148-134)</p> <p>All agencies shall give preference to Correction Enterprises products when purchasing furniture. Furniture may be purchased from this contract only when it has been determined that Correction Enterprises cannot satisfy the requirement or item(s) will not be available when needed. The purchasing file should contain a waiver from Correction Enterprises stating that the item(s) cannot be supplied.</p>
<p>Minimum Order</p>	<p>The minimum order that shall qualify for prepaid FOB transportation is \$150.00 for a single order. Orders less than the minimum order amount will be shipped prepaid and actual transportation charges may be added to the invoice as a separate line item. Vendor shall provide an estimated shipping amount to the buyer upon request.</p>
<p>Installation and Setup</p>	<p>Installation of items requiring custom or complex fitting or assembly efforts due to the nature of the item (such as an executive desk with attached return and credenza, or a library shelving system) may be billed under the following conditions: the buyer is provided an option to affirmatively accept or decline installation services at the time of ordering, and any approved charge is listed as a separate line item on the purchase order and invoice.</p> <p>Acceptance and approval of charges for installation of such items shall be at the sole discretion of the buyer. Any resulting damages to the item or to other state property during</p>

	<p>the installation by the vendor shall be repaired at the vendor's sole expense. General set-up activities needed to make an item ready for use (such as insertion of adjustable shelves into a bookcase or placing a desk chair onto its pedestal) shall not be considered installation and shall be included in the contract price.</p>
Delivery Information	<p>Standard delivery shall be made to the location specified by the buyer in the purchase order and be ready for use. Inside means any location within a state user's occupied building. Ready for use means product is unpacked, assembled, inspected and free of patent defects or damage. Vendor must anticipate and make necessary arrangements for access to the delivery location, considering presence and availability of elevators, steps, parking and hours of operation. Delivery will be negotiated separately as part of the quote to the agency.</p> <p>The specified location may include a loading dock or area inside a building. Vendor shall notify buyer at least two (2) business days in advance of a delivery to allow for the availability of agency personnel to receive the product(s).</p> <p>Vendor shall be responsible for the removal and disposal of all packaging materials, and any other debris resulting from the standard delivery of goods, from the buyer's location.</p> <p>The buyer may request a quote for an additional discount from the contract price when delivery other than the standard delivery requirements stated above may be required or desired.</p>
Return Policy and Restocking Fee	<p>Vendor shall accept merchandise returns from buyers for a period of thirty (30) business days after delivery. Vendor shall provide full credit or full refund to buyers, whichever a buyer requests, within thirty (30) business days on all returns of an ordered product that is:</p> <ul style="list-style-type: none"> • A stock item in original packaging and in re-sellable condition • Not a specialty or customized item • Defective or damaged • A return of an incorrect product shipped • Results from a vendor order entry error • Nonconforming due to any other cause reasonably assumed to be the fault of the vendor. <p>Vendor may charge a restocking fee for undamaged, conforming goods outside the thirty-day period.</p> <p>A custom-made item that must be specially manufactured for a specific order due to buyer's choices of nonstandard dimensions, fabric, choice of wood or stain, etc. shall not be returnable unless a mistake is made in item manufacturing. The vendor will inform the using agency before any work is completed that the item is custom-made. If an issue arises with a custom-made item, the vendor will work with the using agency to come up with an agreeable solution to both parties.</p>
Order Placement	<p>Orders may be placed with awarded manufacturers or dealers providing eligible products under the following methods:</p> <ol style="list-style-type: none"> 1. North Carolina's Furniture Specifications 2. Federal GSA Furniture Schedule 3. ANSI/BIFMA Standards <p>Note: Prior to placing an order, entities should always check the STC 420A Award Information as it may be updated frequently.</p>
Loaded into E-Procurement	<p>Yes, ordering instructions are loaded in E-Procurement regarding how to place orders under this contract, and vendors will provide catalogs and product literature upon request to assist in selecting the type of furniture needed.</p>
E-Procurement Help Desk	<p>(888) 211-7440</p>

Contract Administrator	Bahaa Jizi – 984-236-0218
Contract Addenda	Contract Administration Changed to Bahaa Jizi
	Contract #420A has been converted to UNSPSC Code #561015A and shall be referenced on all future correspondences.



February 24, 2022

Mr. Scott Chunn
Deputy Director of Electric Systems
City of Concord
P.O. Box 308
Concord, NC 28025

Dear Scott,

The City of Concord received sealed proposals on February 9, 2022 from three qualified and responsible bidders. Lamb helped evaluate the bids for compliance with the specifications associated with the project. Attached you will find a bid comparison including each of the proposals.

The low bid was submitted by Visual Sound located in Broomall, PA in the amount of \$256,403.03. Visual Sound has the experience required to successfully complete the project with the Electrical Department.

Lamb recommends that the City accepts Visual Sound's proposal and proceed with executing the contract documents. We also recommend exercising the three-year extended warranty/service for the amount of \$64,065.11. Please let me know if you have any questions or request additional information.

Sincerely,

A handwritten signature in black ink that reads "John T. Ferguson".

John T. Ferguson
Account Manager

	Visual Sound	Diversified	AVI Systems
SUBCONTRACTOR	Chris Custodio	Brandon Scroggs	Mike Scott
CONTACT PERSON	215-651-1296	919-903-6343	(913) 577-1006
PHONE	ccustodio@visualsound.com	bscroggs@diversifiedus.com	mike.scott@avisystems.com
EMAIL	\$256,403.03	\$288,020.26	\$315,693.05
BASE BID PRICE			
General Conditions:			
On-Site Supervision (Entire Duration of On-Site Scope)	INCLUDED	INCLUDED	INCLUDED
All Required Insurance (Limits in General Conditions Specifications)	INCLUDED	INCLUDED	INCLUDED
Site Specific Safety Plan to be provided prior to onsite mobilization	INCLUDED	INCLUDED	INCLUDED
Price Includes ALL Required Taxes	INCLUDED	INCLUDED	INCLUDED
Sample Contract Terms (Provided with RFP)	INCLUDED	INCLUDED	INCLUDED
Alterations submitted for approval PRIOR to bid acceptance	INCLUDED	See attached email	INCLUDED
Bid Proposal Form with Hourly Rates and Schedule	INCLUDED	INCLUDED	INCLUDED
Provide required submittals listed in specifications	INCLUDED	INCLUDED	INCLUDED
Provide required equipment, lifts, scaffolding, etc. to complete the scope	INCLUDED	INCLUDED	INCLUDED
Preconstruction:			
Anticipated Schedule:			
Shop Drawings/Submittals/Drawings:	4 weeks from PO	3 weeks	3 weeks
Fabrication/Delivery of Material:	8-12 weeks from PO	6 weeks	12-14 weeks
Estimated Time for Installation Activities	2 weeks from Delivery	3 weeks	2 weeks
Video Display Systems Scope			
1. Design, fabricate, and install all aspects of the video display system consisting of the following (refer to drawings and specifications for full design requirements):			
i. Control Room Video Display System Per A-131 and Specification			
1. 3Hx9W 55" Sub 1mm Bezel LCD Displays	Samsung VM55T-E	Barco LVD-5521C	Barco LVD-5521C
iii. Display Wall Controller (DWC)	Jupiter	RGB Spectrum	Jupiter
1. The VDS shall have the capability to display and control the listed sources with keyboard and mouse control without resolution limit up to the full combined screen resolution.	INCLUDED	INCLUDED	INCLUDED
2. The DWC shall have all capabilities as noted in the VDS Specification.	INCLUDED	INCLUDED	INCLUDED
iv. The VDS contractor shall provide all required equipment, components, and materials including, but not limited to display unit supports, equipment supports/enclosures, wall mount brackets, interface equipment, software, wire, cable, power distribution units, and other components required for a totally integrated and operational system to interface the VDS with the Owner's networks, display presentation subsystems, and video sources per the specification.	INCLUDED	INCLUDED	INCLUDED
1. The wiring and cabling shall be rated for the required distance from the equipment rack to the displays. VDS functionality limitations due to wiring/cabling will not be acceptable. The equipment rack will be in the server room.	INCLUDED	INCLUDED	INCLUDED
2. The software shall allow operators to take real time control of the VDS through a graphical user interface on their local workstation. The software shall reside on the DWC along with a client version installed on the operator workstations.	INCLUDED	INCLUDED	INCLUDED
3. DWS Contractor to include an estimated heat load calculation for the Control Room Displays and the equipment rack in the proposal.	INCLUDED	NOT INCLUDED	NOT INCLUDED
4. Contractor to provide and install an Audio System to distribute the audio signals from each computer interface and audio source.	NA	NA	NA
5. Contractor to provide and install all mounts, trim panels, etc. surrounding the displays as noted in the specification.	INCLUDED	INCLUDED	INCLUDED
v. Contractor to provide alternate pricing for the following:			
1. Recommended spare part bill of material and costs.	INCLUDED	INCLUDED	INCLUDED
2. Years 3-5 Service Contract	INCLUDED	INCLUDED	INCLUDED
3. Years 3-5 Warranty	INCLUDED	INCLUDED	INCLUDED
vii. The contractor to perform Factory Acceptance Test at their facility and provide the FAT report to Owner and REL. The FAT shall cover the items noted in the specification.	INCLUDED	INCLUDED	INCLUDED
viii. Provide a detailed equipment spreadsheet or bill of material showing each equipment piece, manufacturer, model number, and quantity with your proposal.	INCLUDED	INCLUDED	INCLUDED
2. Provide a written (2) year warranty per the specification. Warranty shall include all maintenance and emergency repairs and off-site 24/7/365 phone tech support.	INCLUDED	INCLUDED	INCLUDED
3. Provide special tools and other devices required to maintain, modify, and repair the video system equipment and assemblies.	INCLUDED	INCLUDED	INCLUDED
4. Contractor to verify field conditions prior to start of installation including blocking and electrical rough-ins. Any item that is not satisfactorily installed, shall be discussed with the REL PM, and submitted in writing to REL.	INCLUDED	INCLUDED	INCLUDED
5. Perform onsite testing of video wall and video control system to ensure the system is operational. Awarded contractor to submit an onsite testing plan for Owner and REL review.	INCLUDED	INCLUDED	INCLUDED
6. Contractor to demonstrate and train Owner designated personnel in accordance with the specification.	INCLUDED	INCLUDED	INCLUDED
7. Contractor responsible for all submittals as outlined in the construction documents and the specification. Approval of submittals shall be obtained prior to fabrication.	INCLUDED	INCLUDED	INCLUDED
8. Coordinate daily activities with REL PM and Owner's Architect/General Contractor to minimize interferences and obstructions with all contractor daily work activities and to ensure compliance with all applicable policies and procedures.	INCLUDED	INCLUDED	INCLUDED
9. All equipment and material shall be delivered, FOB to the job site. All material deliveries are to be coordinated through REL in advance of arrival. VDS contractor is responsible for taking delivery of any material and equipment required to complete their scope of work. This includes receiving and offloading all items from the delivery trucks at the job site.	INCLUDED	INCLUDED	INCLUDED
10. VDS Contractor shall provide the services of a factory-authorized representative to supervise the field assembly and connection of equipment, testing, and programming for the duration of the install.	INCLUDED	INCLUDED	INCLUDED

11. All proposal pricing will assume to be based on the equipment and approach shown in the design documents. No equipment substitutions will be allowed unless they are specifically called out in the bid proposal, any deviations from the designed details and specifications shall be clearly identified in the proposal. Any exceptions to this RFP must be submitted in writing as part of the Contractor's bid proposal. Lack of exceptions or request for clarification shall indicate full acceptance of the intent of the drawings and specifications.	INCLUDED	INCLUDED	INCLUDED
12. Contractors, in submitting a proposal for this project, are certifying that they have familiarized themselves with the jobsite conditions, including access for personnel and materials, and any costs associated with the same are included in their bid.	INCLUDED	INCLUDED	INCLUDED
13. Provide temporary protection for your own work. This includes protecting all existing finishes during delivery and installation. Any damage to existing finishes will be the contractor's responsibility.	INCLUDED	INCLUDED	INCLUDED
Post Installation/Closeout			
Cleanup debris daily	INCLUDED	INCLUDED	INCLUDED
Provide as-built drawings (PDF and/or CAD format)	INCLUDED	INCLUDED	INCLUDED
Close-out documents	INCLUDED	INCLUDED	INCLUDED
Price Breakdown			
A/V DISPLAY SYSTEMS (3x6, 55" NARROW BEZEL LCD ARRAY)			
Total			
BASE SCOPE			
· 3Hx6W 55" Sub 2mm Bezel Displays (displays only)	\$44,586.00	\$62,606.34	\$56,916.00
· Controls System:	\$99,262.00	\$79,048.79	\$80,936.00
· Misc. Components (mounts, wiring, cabling, audio, etc.):	\$27,993.00	\$48,207.76	\$33,791.00
· Freight:	\$3,100.00	\$7,120.42	\$14,286.00
· Labor:	\$58,314.00	\$65,117.20	\$104,248.00
· Spare Parts:	\$6,374.00	\$11,803.13	\$6,265.00
· Sales Tax:	\$16,774.03	\$14,116.62	\$19,251.05
Final Price - TOTAL (a through d)	\$256,403.03	\$288,020.26	\$315,693.05
ALTERNATES:			
Additional Third-, Fourth-, and Fifth-Year Service Contract and Warranty	\$64,065.11	\$83,517.04	\$45,000.00
Hourly Wages			
Design	\$141.00	\$131.00	\$129.00
Project Manager	\$115.00	\$121.00	\$135.00
Programmer / Tech	\$135.00	\$120.00	\$160.00
Installer	\$90.00	\$83.00	\$98.00
Contractor Mark-up for Change Order Work	10%	15%	10%



BID TABULATION
 Electric Operations Center
 Video Display Systems

Date: February 9th, 2022
 Time: 2:00 pm, EDST
 Bid # 2523

Bidder		<u>Diversified</u>	<u>Visual Sound</u>	<u>AVI Systems Inc</u>	<u></u>
<u>Video Display System</u>	QTY				
Narrow Bezel Display	18	\$ <u>62,606.34</u>	\$ <u>44,586.00</u>	\$ <u>56,916.00</u>	\$ <u></u>
Control System		\$ <u>79,048.79</u>	\$ <u>99,262.00</u>	\$ <u>80,936.00</u>	\$ <u></u>
Misc. Components		\$ <u>48,207.76</u>	\$ <u>27,993.00</u>	\$ <u>33,791.00</u>	\$ <u></u>
Freight		\$ <u>7,120.42</u>	\$ <u>3,100.00</u>	\$ <u>14,286.00</u>	\$ <u></u>
Labor		\$ <u>65,117.20</u>	\$ <u>58,314.00</u>	\$ <u>104,248.00</u>	\$ <u></u>
Spare Parts		\$ <u>11,803.13</u>	\$ <u>6,374.00</u>	\$ <u>6,265.00</u>	\$ <u></u>
Sales Tax		\$ <u>14,116.62</u>	\$ <u>16,774.03</u>	\$ <u>19,251.05</u>	\$ <u></u>
Total		\$ <u>288,020.26</u>	\$ <u>256,403.03</u>	\$ <u>315,693.05</u>	\$ <u></u>

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

DATE: February 9th, 2022

FORMAL BID: Yes

BID DATE: February 9th, 2022

DEPARTMENT: Electric Systems

BIDDERS	AMOUNT	DELIVERY
Visual Sound	256,403.03	
Diversified	288,020.26	
AVI Systems Inc	315,693.05	

RECOMMENDATION: Visual Sound

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

ADDED OPTIONS: Extended service/warranty

PRICE: 64,065.11



FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: _____ DATE: _____

COMMENTS: _____



DEPUTY CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS: _____ DATE: _____

COMMENTS: _____



PURCHASING OFFICIAL: _____ DATE: _____

COMMENTS: _____



FINANCE DIRECTOR: _____ DATE: _____

COMMENTS: _____



APPROVE AS RECOMMENDED: YES DATE: _____

CITY MANAGER: _____ DATE: _____

COMMENTS: _____

Chapter 34 FIRE PREVENTION AND PROTECTION¹

ARTICLE I. IN GENERAL

Sec. 34-1. Disposal of hot ashes.

No person shall empty hot ashes on or near any sweepings, shavings or inflammable material of any kind within the city limits.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-2. Fireworks.

- (a) Except as otherwise provided in this section, it shall be unlawful for any person to possess, store, offer for sale or sell at retail, any kind or type of fireworks of any description within the corporate limits of the city. This subsection shall not apply to fireworks exempted under G.S. 14-414.
- (b) Except as otherwise provided in this section, it shall be unlawful for any person to discharge in any manner any kind or type of fireworks of any description within the corporate limits of the city. This subsection shall not apply to fireworks exempted under G.S. 14-414 or to a public display of fireworks as permitted by the North Carolina Fire Code and G.S. ch. 58, art. 82A.
- (c) Any person seeking to conduct a public display of fireworks shall obtain a permit and submit a plan in writing at least 15 working days prior to the display to the fire department with the following information:
 - (1) The name of the person, group, or organization responsible for the display;
 - (2) All state pyrotechnic display operator's license card/certificates of the individuals to discharge pyrotechnics;
 - (3) The date and time of the display;
 - (4) The location of the display;
 - (5) The duration of the display;

¹Editor's note(s)—Ord. No. 14-117, § 1, adopted November 13, 2014, amended ch. 34, arts. I—IV, §§ 34-1—34-4, 34-41—34-44, 34-81—34-95, 34-101—34-113, in its entirety. Former ch. 34 pertained to similar subject matter and was derived from Code 1987, §§ 6-1, 6-3, 6-5, 6-21—6-23, 6-46—6-57; Ord. No. 00-49, § 1, adopted June 28, 2000; Ord. No. 01-16, §§ 2(3)(f), 2(4)(d), adopted April 12, 2001; Ord. No. 02-03, § 1, adopted January 10, 2002; Ord. No. 02-12, adopted April 11, 2002; Ord. No. 03-81, §§ 1, 2, adopted September 11, 2003; Ord. No. 06-85, § 1, adopted September 14, 2006; Ord. No. 08-110, §§ 1—3, adopted November 19, 2008 and Ord. No. 13-73, § 1, adopted August 8, 2013.

Cross reference(s)—Civil emergencies, ch. 26.

State law reference(s)—Municipal retirement benefits, G.S. 160A-163; municipal fire protection, G.S. 160A-291 et seq.

-
- (6) A narrative description of the display;
 - (7) A site plan showing the following:
 - a. The location of the audience;
 - b. The area affected by the display;
 - c. All buildings, structures and parking lots affected by the display;
 - d. Means of egress;
 - e. Fire protection features and locations;
 - f. PPE to be worn by operators during initiation or electronic firing controls to be utilized by operators during the display.
 - (d) The use of fireworks, pyrotechnic or flame effect devices shall meet the following codes and standards:
 - (1) NFPA 160—Standard for flame effects before an audience.
 - (2) NFPA 1123—Code for fireworks display.
 - (3) NFPA 1126—Standard for the use of pyrotechnics before a proximate audience.
 - (4) North Carolina State Building Code—Fire Code Chapter 56.
 - (5) North Carolina General Statute Chapter 58, Article 82A.
 - (e) Fireworks found within the city limits except for those exempted by G.S. 14-414 are hereby declared to be contraband and subject to seizure by any member of the fire prevention division of the fire department or a law enforcement officer unless possessed by a permittee for a public display of fireworks as permitted by the North Carolina Fire Code.
 - (f) Any person who shall violate the provisions of subsections (a) or (b) shall be guilty of a misdemeanor and shall be punishable by imprisonment up to 30 days or a fine of \$500.00, or both. Violators may be subject to a \$500.00 civil penalty to be recovered in the nature of a debt.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-3. Lock boxes.

- (a) *Required.*
 - (1) All commercial enterprises or industries in the city which use, store or manufacture, process or produce hazardous materials that must meet the criteria of a Class C or D hazardous substance under G.S. 95-191 et seq , or under Title III of the Federal Superfund Amendments and Reauthorization Act and the regulations promulgated thereunder, must have an approved on-site hazardous materials data storage box at each facility where hazardous materials may be found.
 - (2) All facilities which have a system which transmits off-site alarms for fire detection or suppression systems must have an approved on-site lock box which contains keys to provide fire department access in an emergency or alarm activation.
 - (3) Keys in boxes must be kept up-to-date. When locks are changed the fire marshal's office must be notified and new keys provided for the box.
- (b) *Contents, types and location of data storage box.*
 - (1) This data storage box may contain keys providing access to secured portions of the facility. The box shall contain current specific information to assist fire departments and hazardous materials teams

responding to emergencies at the facility including, but not limited to, facility maps or plans showing the type and location of hazardous materials, Tier II forms, lists of chemicals with CAS numbers, chemical safety data sheets, telephone numbers for facility employees and other persons to be contacted in case of such emergencies.

- (2) All information requested on the city fire department data storage sheets must be provided on the forms provided by the city fire department, or in a substantially similar format, and must be placed in the data storage box. Such information must be kept up to date to ensure its accuracy.
- (3) The data storage box itself shall be of the type designated and approved by the city fire department and shall be located at or near the primary entrance to the facility and installed in accordance with directives of the chief of the fire department.

(c) *Violations; enforcement.*

- (1) Violations of this section shall be a misdemeanor punishable by a \$500.00 fine as provided under G.S. 160A-175 and 14-4. Violators may be subject to a \$500.00 civil penalty to be recovered in the nature of a debt. Each day's continuing violation shall constitute a separate and distinct offense as provided by G.S. 160A-175(g).
- (2) The city may also secure injunctive and other appropriate equitable remedies to ensure compliance with this chapter, as provided by G.S. 160A-175.
- (3) Enforcement actions may be initiated by the inspectors of the city fire department, division chief or chief of the fire department.

(d) *Exceptions.*

- (1) Whereas the city recognizes that certain commercial enterprises maintain 24-hour on-site security and emergency responses, such enterprises may propose measures which will provide immediate access to vital information on a 24-hour basis, 365 days per year. This information must meet the criteria of information stored in the lock boxes and be available to initial arriving emergency response vehicles.
- (2) The duplicate copies of the proposal must be sent to the city fire department. Each proposal must specify the means by which the commercial enterprise will provide services equal to that of the lock box program.
- (3) All proposals will be reviewed on an individual basis. Proposals must be renewed on a yearly basis.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-4. Open burning.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Open burning means the burning of any matter in such a manner that the products of combustion resulting from the burning are emitted directly into the atmosphere without passing through a chimney, or a permitted air pollution control device.

Pile means a quantity of objects or materials stacked or thrown together in a heap, three feet (914 millimeters) or less in diameter and two feet (610 millimeters) or less in height.

Stack means a usually conical shaped pile of debris or material, three feet (914 millimeters) or less in diameter and two feet (610 millimeters) or less in height.

- (b) *Prohibited acts.* No person shall ignite, cause to be ignited, permit to be ignited, allow or maintain, kindle or maintain within the corporate limits of the city any open burning fire.

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- (c) *Exceptions.* Exceptions shall include only the following:
- (1) Training fires set for the purpose of instruction and training of public and industrial employees in the methods of firefighting. Prior to commencement of open burning, the fire department shall be notified. All open burning for this purpose shall meet the requirements of all state regulations.
 - (2) Open fires for cooking, heating, religious and ceremonial fires shall be allowed when such fire is not composed, in whole or substantial part, of leaves or yard waste, and the location of such fire, and the items necessary for its containment, and provided that the emission of smoke and fumes do not irritate, annoy or constitute a nuisance to others. Such fires shall be conducted in accordance with the North Carolina Fire Code, be contained in a campfire pit meeting the requirements of pile and/or stack, confined to a container no larger than a 55-gallon drum or other device designed for such use. Fuels for such fires must be naturally cut wood, charcoal, propane or natural gas; no construction materials or building materials shall be permitted.
 - (3) Bonfires, public or private, shall require a permit and are subject to approval of the fire department. Approval will be granted on the sole discretion of the fire department based upon:
 - a. The proximity of the proposed fire to dwellings, trees, woods and other structures.
 - b. Facilities available for fire management.
 - c. Atmospheric conditions.
 - d. Type of material to be burnt: must be naturally cut wood, three inches in diameter or smaller; no construction materials or building materials.
 - e. The bonfire shall be no more than five feet by five feet by five feet in dimension and shall burn no longer than three hours.
 - f. Any and all other factors considered by the fire department to be required to ensure safe burning.
 - g. Such fires shall be maintained in accordance with the North Carolina Fire Code. Failure to maintain bonfires in accordance with this section shall constitute fire extinguishment and revocation of the permit.
 - (4) Fires set for the purpose of disposing of waste propellants, explosives or pyrotechnics, including associated contaminated wastes must be necessary and the waste not able to be disposed of by any other means than burning. No materials shall be imported from off-site for disposal. A permit must be obtained for fires used for this purpose.
 - (5) At the sole discretion of the fire department, when there exists an extreme or emergency circumstance which lacks any other reasonable means of disposing of items which need to be disposed of, and not addressed in this section, the fire department may issue a permit to burn. These fires shall be limited to the disposal of material generated during a natural disaster, such as a tornado, hurricane or flood.
 - (6) Fires set as part of commercial film or video production activities for motion pictures and television or fires set as part of a planned civic event designed to educate or otherwise benefit the public:
 - a. The use of fireworks, pyrotechnic or flame effect devices used in conjunction with or to initiate such fires shall meet the following codes and standards:
 1. NFPA 160—Standard for flame effects before an audience.
 2. NFPA 1123—Code for fireworks display.
 3. NFPA 1126—Standard for the use of pyrotechnics before a proximate audience.
 4. North Carolina State Building Fire Code Chapter 56.

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5. North Carolina General Statute Chapter 58 Article 82A—Pyrotechnics Training and Permitting.
- b. Any person seeking to conduct a fire for such reasons shall obtain a permit and submit a plan in writing to the fire department at least 15 working days prior to the burn with the following information:
 1. The name of the person, group, or organization responsible for the production;
 2. If applicable, state pyrotechnic display operator license card/certificate of the individuals to discharge pyrotechnics;
 3. The date and time of the production;
 4. The location of the production;
 5. The duration of the burn;
 6. A narrative description of the burn;
 7. A site plan showing the following:
 - i. The location of the audience;
 - ii. The area affected by the burn;
 - iii. Means of egress;
 - iv. Fire protection features and locations.
 8. PPE must be worn by operators during initiation or electronic firing controls to be utilized by operators during the display.
- (d) *Violations and enforcement.*
- (1) The fire official shall have the authority to summarily abate any condition that is in violation of this section and that presents an immediate fire hazard to life or property.
 - (2) Any open burning in violation of this section shall be extinguished by the responsible party or the fire department.
 - (3) All costs incurred by the city for enforcement of this section will be the responsibility of the party in violation of this section and will be added to the fine.
 - (4) A civil fine shall be issued to any person or company violating the provisions of this section. The civil fine for residential violations shall be \$50.00 and \$100.00 for any repeat violation. The civil fine for commercial violations of this section shall be \$500.00 per stack or pile and \$1,000.00 per stack or pile for any repeat violation by the same person or company.
 - (5) Violations of this section shall be a misdemeanor as provided under G.S. 160A-175 and 14-4. Each day's continuing violation shall constitute a separate and distinct offense as provided by G.S. 160A-175(g).

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-5. False alarms.

- (a) *False fire alarms defined.* A false fire alarm means the activation of a fire alarm system through mechanical or electronic failure, malfunction, improper installation, or the intentional acts or negligence of the alarm user, his/her employees or agents, to summon fire department personnel, unless fire department response was cancelled by the alarm company (designated by the alarm user) prior to fire department personnel

arrival on the scene. An alarm is false within the meaning of this chapter when, upon inspection by the fire department, evidence indicates that no fire, smoke or other condition exists in or on the premises which would have activated a properly functioning fire alarm system. Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably be determined by the investigating officer to have been caused or activated by a violent condition of nature including but not limited to flood, hurricane, lightning, blizzard or other similar condition outside the alarm user's control. In addition, an alarm activated during an alarm system testing procedure shall not be considered a false alarm if the alarm user first notifies the fire department and notifies and receives permission from the user's alarm company, or designee, to test the system. This section shall not apply to burglar alarms or other types of alarms to which fire department response is neither required nor customary. (Reference Chapter 36 for additional information regarding alarms responded to by entities other than the fire department.)

- (b) *Civil penalty for false alarms.* No civil penalty shall be incurred for the first or second false alarm occurring during any rolling 90-day period. The third occurrence of a false alarm in any 90-day rolling period shall result in a civil penalty of \$250.00 or as specified in the then-current fees, rates and charges schedule adopted as part of the city annual operating budget. Each additional false alarm, in excess of three, occurring in the same rolling 90-day period shall result in additional civil penalties in accordance with this section. For the purpose of this section, a "rolling" time period shall begin on the date of the first event and end 90 days from that date if no further events occur. If additional events occur prior to the date that is 90 days from the date of the first event, the 90 days may "roll" forward until such time as 90 days pass without the occurrence of an event.
- (c) *Duties of the alarm user, his/her employees or agents:*
- (1) Users shall maintain the alarm system and related premises in a manner that will reduce or eliminate false alarms.
 - (2) Users shall respond to or cause a representative to respond to the alarm system's location within 30 minutes of being notified by the city fire department and/or city emergency communications to deactivate an alarm system; provide right of entry to the premises; provide alternative security for the premises; and/or take control of the premises upon fire department release of the premises and departure.
 - (3) Users shall not manually activate an alarm system for any reason other than for the systems intended purposes; to perform an emergency evacuation drill (fire drill) as required the North Carolina Fire Code; or to perform routine maintenance as prescribed by alarm system provider, and only after notice to and permission for such testing from the alarm company and the city fire department.
 - (4) Failure to follow the requirements of this section shall result in a fine of \$250.00 per occurrence. This fine shall be assessed in addition to any other fines assessed under other sections of this chapter. In addition to this fine, neither the responding officer, nor the city fire department shall have, nor assume any responsibility for securing, guarding or otherwise protecting any real or personal property that may have become exposed during the event resulting in the alarm. In addition to any fines under this section, the property owner and/or alarm user may be prosecuted for violation of section 30-204(4) et seq. regarding prohibited noises.

(Ord. No. 14-117, § 1, 11-13-2014)

Secs. 34-6—34-40. Reserved.

ARTICLE II. FIRE DEPARTMENT²

Sec. 34-41. Composition.

The fire department of the city shall consist of a chief, deputy chiefs, and one or more regular organized companies of paid members. The number of paid members of the fire department shall be determined from time to time by the city council.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-42. Membership qualifications.

The members of the regular fire companies shall not be less than 18 years of age.

(Ord. No. 14-117, § 1, 11-13-2014)

State law reference(s)—Age of minors, G.S. 48A-2; qualifications for appointment to city office, G.S. 160A-60.

Sec. 34-43. Fire chief.

- (a) The fire chief or his designee shall have control at all fires.
- (b) The fire chief or his designee shall investigate the origin of all fires as required by G.S. 58-79-1 and shall make an annual written report of all fires investigated to the city council.

(Ord. No. 14-117, § 1, 11-13-2014)

Cross reference(s)—Administration, ch. 2.

State law reference(s)—Investigation of fires, inspection of premises, G.S. 69-1 et seq.; duties of fire chief, G.S. 160A-292.

Sec. 34-44. Duties of fire chief.

The duties of the fire chief or his designee shall be to preserve and care for fire apparatus and equipment, have charge of fighting and extinguishing fires and training the fire department, seek out and have corrected all places and conditions dangerous to the safety of the city and its citizens from fire, provide public education on fire and life safety concerns and make annual reports to the city council concerning these duties. If these duties include state building code enforcement, they shall follow the provisions as defined in G.S. 143-151.13.

(Ord. No. 14-117, § 1, 11-13-2014)

State law reference(s)—Municipal fire protection, G.S. 160A-291 et seq.

²State law reference(s)—Municipal fire protection, G.S. 160A-291 et seq.

Secs. 34-45—34-80. Reserved.

ARTICLE III. FIRE PREVENTION CODE

Sec. 34-80. Adoption.

- (a) There is hereby adopted by the city council of the City of Concord for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code, known as the North Carolina Fire Code adopted by the North Carolina Building Code Council. Amendments to the North Carolina Fire Code, which are adopted and published by the North Carolina Building Code Council shall be effective on the date prescribed by the North Carolina State Building Code Council. The provisions of such code shall be controlling within the limits of the city.
- (b) The permits required by the fire marshal's office shall be listed on the fire department inspection fee schedule.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-81. Records of Inspection of Fire Protection Systems.

- (a) The City of Concord designates Life Safety Inspection Vault, LLC, as the third-party single point repository of testing, service, maintenance and installation documentation for fire protection systems within the city's jurisdiction as required by the referenced standards.
- (b) All certified contractors providing services, testing, installations, repair and/or maintenance of fire prevention systems to commercial facilities within the city are required to enroll and utilize the city approved single point repository service company for reporting the rendered service information. This reporting information must be filed with the single point repository service within five (5) working days of the completion of services to the commercial facility.
- (c) The single-point repository service company shall organize, maintain and monitor the received records, providing information to the town and the commercial facility pertaining to the records status and timely notifications on required inspection timetables. Fees for this service shall be paid directly from the certifying contractor to the city approved single-point repository service company.
- (d) In addition, a copy of the record of each periodic inspection, test, servicing, repairs and maintenance shall be maintained on the commercial facilities premises, or other approved location, for a period of not less than three (3) years, unless a different period of time is specified in the North Carolina Fire Code or other appropriate standard. On site records shall be made available to the fire chief or his/her designee, upon request.

Sec. 34-82. Fire marshal's office; establishment and duties.

The North Carolina Fire Code of the state building code shall be enforced by the fire marshal's office in the fire department of the city, which is hereby established and which shall be operated under the supervision of the division chief.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-83. Division chief; appointment.

The division chief in charge of the fire marshal's office shall be appointed by the chief of the fire department.
(Ord. No. 14-117, § 1, 11-13-2014)

Cross reference(s)—Administration, ch. 2.

Sec. 34-84. Inspectors.

The fire chief may detail such members of the department as inspectors as shall from time to time be necessary.

(Ord. No. 14-117, § 1, 11-13-2014)

Cross reference(s)—Administration, ch. 2.

Sec. 34-85. Periodic inspections.

- (a) Subject to the limitations and conditions stated in the state building code, it shall be the duty of the division chief to inspect or cause to be inspected all buildings, structures and premises within his jurisdiction for the purposes of ascertaining and causing to be corrected any condition which may cause fire or explosion, endanger life from fire or explosion, or any violations of the provisions of the code, or any other ordinances pertaining to fire or explosion hazards in accordance with the minimum periodic inspection schedule for occupancies approved by the state building code council, or upon complaint by interested parties or if there is given probable cause for such inspection.
- (b) Fire inspections shall be conducted on all occupancies, except those exempted in Section 102.13 of the North Carolina Fire Code, at a frequency not less than the schedule listed in Section 106 of the North Carolina Fire Code.

Nothing in this section shall prevent inspection from being conducted at more frequent intervals than listed in the schedule.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-86. Penalties.

- (a) *Criminal penalties.* Any person who shall violate or fail to comply with any provisions of this Code shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$50.00. Each 30 days that such violation continues shall constitute a separate and distinct criminal offense.
- (b) *Civil penalties.* In addition to or in lieu of criminal penalties set forth in subsection (a), violation of or failure to comply with the provisions of this Code shall, at the election of the city, subject the offender to a civil penalty in the amount of \$500.00 or as specified in the then-current fees, rates and charges schedule adopted as part of the city annual operating budget upon the issuance of a citation for such violation as provided in this article. Each day's continuing violation shall constitute a separate and distinct offense as provided by G.S. 160A-175(g).
- (c) *Equitable relief.* In addition to the criminal and civil penalties set out in subsections (a) and (b), any provision of this Code may be enforced by an appropriate equitable remedy, including but not limited to injunctive relief or order of abatement, issuing from a court of competent jurisdiction in accordance with subsection 1-6(h) and with the provisions of the state general statutes.

Sec. 34-87. Notice of violation; methods of service.

(a) *Notice of violation.*

- (1) Fire inspectors of the fire marshal's office shall issue notices of violation when such fire inspectors have reasonable cause to believe that any person has violated any provision of this Code.
- (2) The notice of violation shall include specific factual information setting out the nature of the violation, the code section violated, the date of the violation and an order to immediately cease the violation or, if the violation is in the nature of an infraction for which an order of abatement would be appropriate in a civil proceeding, stating a reasonable period of time in which the violation must be abated. The notice of violation shall specify that failure to comply with the code shall incur a civil penalty. The notice shall include appropriate information regarding how to schedule a hearing or other appropriate procedure to appeal the violation.
- (3) Any other provisions of this Code notwithstanding, the following types of violations are hereby declared to constitute an imminent threat to the health, safety and general welfare of the inhabitants of the city and may result in the immediate citation for civil penalties without the necessity of any prior notice of the violation:
 - a. Violation of any provision of Chapter 10 of the Fire Code provisions of the North Carolina Building Code;
 - b. Any violation related to removal, tampering with or otherwise disturbing any fire hydrant, fire detection and alarm system, fire suppression system, or other fire appliance required by this Code except for the purpose of extinguishing fire, training purposes, recharging or making necessary repairs, or when approved by the code official;
 - c. Any overcrowding violations;
 - d. Any assault on a city official;
 - e. Any violation of the North Carolina Fire and Building Codes that in the opinion of the fire official constitutes an imminent fire or life safety hazard to the inhabitants of the city.
- (4) Any second violation of the same section of this Code or of the North Carolina Fire Code portion of the North Carolina International Building Code shall result in an immediate citation for civil penalties without the necessity of any prior notice of the violation.

(b) *Methods of service.*

- (1) The service of notices, citations, orders or any other document related to violations of the code shall be made in accordance with the requirements set forth in section 1-6.
- (2) When buildings or other premises are occupied by one other than the owner under a lease or other agreement, the orders or notices issued to correct violations of the code shall apply to and shall be served upon the occupant; provided, however, that the record owner shall be served with a copy of the document served upon the occupant. Where the order or notice requires corrective actions that do not involve additions or changes to the premises themselves which may become part of the real property of the owner, then, failure to deliver an order or notice to the owner, if other than the occupant, shall not invalidate such order or notice. Where the order or notices require the making of additions to or changes in the premises themselves which may become part of the real property of the owner, then, in such cases, the orders or notices shall be issued to the owner of the premises or real property, and may also be issued to the occupant.

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- (c) If the violator does not pay the penalty within the time frame set forth in the notice of violation, a civil citation may be issued to the violator or person responsible, assessing a civil penalty in accordance with subsection (b). The civil citation shall meet the requirements set forth in section 1-6.
 - (d) If the violation is not corrected and/or the civil penalty is not paid within the time allowed, the fire marshal may proceed with any of the remedies listed above including, but not limited to, criminal charges against the violator.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-88. Permits.

- (a) It shall be the duty of the fire marshal's office to evaluate applications and issue, if approved, all special use permits as listed on the fire inspection fee schedule. This schedule may be revised upon approval of the city council. Applications for special use permits shall be made on forms provided by the city.
- (b) Fees for inspections, special use permits and other fire department services shall be set out in a fee schedule. Printed schedules of the fees shall be available to the public at the fire marshal's office, city website and the city clerk's office. A billing statement for charges listed on the schedule may be sent to the owner/occupant by the city finance department.
- (c) Applications for permits required pursuant to the North Carolina Fire Code shall be made to the fire marshal's office on forms provided by the city. The applicable permit fee as established by the city shall accompany all applications. The required permit fees shall be set out in a fee schedule. Printed schedules of the permit fees shall be available to the public at the fire marshal's office, city website and city clerk's office. The division chief is authorized to waive the permit fee for governmental, religious or charitable organizations.
- (d) The following optional permits as listed in Section 105.6 of the North Carolina Fire Code are adopted as mandatory within the city:

Hazardous materials 105.6.21, and

Hazardous materials facilities 105.6.22.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-89. Water supply—General.

- (a) *Required fire flow.* Fire flow requirements for new occupancies and additions shall be determined by utilizing one of the following approved methods:
 - (1) ISO — Guide for the Determination of Needed Fire Flow.
 - (2) North Carolina Fire Code Appendix B.
- (b) *Fire hydrants.* Fire hydrant coverage shall not exceed the limits established in Chapter 5 and Appendix C of the North Carolina Fire Code to the most remote point of any building covered by the state fire code. The distance shall be measured along an approved path of travel for the fire apparatus.
- (c) *Modification of distance requirements.* Where warranted, the fire official shall have the authority to modify the distance requirements in subsection (b) based on the nature, construction and square footage of the occupancy.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-90. Code requirements for fire service water mains, fire hydrants and fire connections on private property.

(a) *Fire service water mains.*

- (1) Fire service water mains shall be installed in accordance with approved plans and the city engineering and water resources department requirements and specifications for water main construction. Fire service mains shall also be installed in accordance with the National Fire Protection Association standard for the installation of private fire service mains and their appurtenances, NFPA 24. Conflicting provisions of the city engineering and water resources department specifications and NFPA 24 requirements should be reported to the city fire marshal's office.
- (2) Fire service water mains, water meters and other appurtenances shall be designed to provide the minimum combined required sprinkler demand (if applicable) and needed fire flow at 20 pounds per square inch residual pressure at the hydraulically most difficult fire hydrant.
 - a. It is assumed that other fire hydrants, if provided, will provide a greater quantity of water at the same residual pressure.
- (3) Required fire flow will be determined utilizing one of the following approved methods:
 - a. ISO — Guide for the Determination of Needed Fire Flow.
 - b. North Carolina Fire Code Appendix B.
- (4) Water flow testing will be conducted at the time of the Certificate of Occupancy to determine that the water system meets the water supply quantities determined in subsection (a)(2) above. Failure to meet the water flow requirements in subsection (a)(2) will result in denial of certificate of occupancy.

(b) *Fire hydrants.* Fire hydrant coverage shall not exceed the limits established in Chapter 5 and Appendix C of the North Carolina Fire Code, to the most remote point of any building covered by the state fire code.

- (1) For proper measurement, start at the fire hydrant and measure along the same path of travel as a fire truck would use. Do not measure according to the term "as the crow flies."
- (2) The approach route of firefighting apparatus should be kept in mind as fire hydrant locations are determined. Fire hydrants should be located so that the fire apparatus will not have to go past the fire to catch a fire hydrant, then double back to the fire.
- (3) Fire hydrants shall be installed and painted according to the city engineering and water resources department specifications.
- (4) Each fire hydrant must be readily visible and within six feet of the curblin. No obstructions are permitted between the hydrant and the curblin.
- (5) All obstructions, such as fences, trees, shrubs, signs, etc., shall be at least three feet from the fire hydrant in all directions. The city shall have the right to cut, trim or remove obstructions to the extent and for the purpose of correcting such hazards.
- (6) The five-inch storz connection of the fire hydrant shall always face the curb.
- (7) The nut of the storz connection cap shall be no less than 18 inches nor more than four feet above grade.

(c) *Fire department connections.* The fire department connections for standpipe or sprinkler systems are important supplements to normal water supplies. Under fire conditions, these devices permit the fire department to increase the water supply and pressure to fire protection systems which may be materially reduced by a larger number of sprinklers operating or by the use of hose streams from standpipe risers.

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- (1) Minimum size pipe shall be four-inch diameter.
 - (2) All fire department inlet pumper connections for commercial buildings shall have, at least, one five-inch storz connection and protective cap.
 - (3) The fire department connections at buildings provided with more than two standpipe risers shall have one five-inch storz connection and protective cap, for each additional standpipe riser.
 - (4) Fire department connections on residential structures with residential sprinkler systems shall have one single two and one-half-inch National Standard threads swivel connection.
 - (5) All fire department connections shall be located not less than 18 inches, nor more than five feet above finished grade.
 - (6) All fire department connections shall be provided a clear space of ten feet horizontally and vertically in all directions.
 - (7) All fire department connections shall be readily visible and not more than 50 feet from a street, fire lane or similar area providing access to fire department apparatus. The area between the connection and vehicular access shall be free of obstructions.
 - (8) There shall be an approved pumper fire hydrant within 200 feet of the fire department connection measured along an approved path of travel for the fire apparatus.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-91. Installation, inspection and maintenance of private fire hydrants and private water system components.

- (a) *Installation.* All newly installed private fire hydrants and private water systems shall be installed in accordance with and subject to the city's ordinances, policies, and standard specifications; NCAC Title 15A, Subchapter 18C *Water Supplies*; and NFPA 24 *Standard for the Installation of Private Fire Service Mains and Their Appurtenances*.
- (b) *Inspection and maintenance.* The owner of a private water system shall have all fire hydrants and water system components tested and inspected by a contractor licensed by the state or a certified operator as defined in NCAC Title 15A, Subchapter 18C. Testing and inspection shall occur within the required maintenance periods specified in NFPA 25 *Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems*.
- (c) *Repairs.* The owner of a private water system shall be responsible for the repairs or replacement of any damaged, broken, and/or inoperable hydrants and/or water system components; and shall have all fire hydrant and/or water system component repairs or replacements conducted by a contractor licensed by the state in accordance with NCAC Title 15A, Subchapter 18C and NFPA 25 *Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems*.
- (d) *Violations.* Any person who fails to comply with the provisions of this section shall be subject to penalties in accordance with section 34-86.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-92. Reserved.

Editor's note(s)—Ord. No. 14-117, § 1, adopted November 13, 2014, repealed § 34-92 in its entirety. Former § 34-92 pertained to airport fire protection and was derived from Code 1987, § 6-57; Ord. No. 06-85, § 1, adopted September 14, 2006 and Ord. No. 13-73, § 1, adopted August 8, 2013.

Sec. 34-93. Fire lanes.

- (a) Fire lanes shall be designated at all locations within the authority and jurisdiction of the city in accordance with the North Carolina Fire Code and as approved by the fire code official.
- (b) Fire lanes installed shall conform to the requirements of the North Carolina Fire Code and shall be approved by the fire code official prior to installation.
- (c) Fire lanes shall be installed in accordance with the specifications on file at the fire marshal's office.
- (d) Roadways, driveways and access ways shall not be marked as fire lanes without first obtaining approval from the fire department. Detailed plans showing the location of the lanes may be required to determine whether or not any proposed markings meet specifications established and on file at the fire marshal's office.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-94. Signs and marking.

- (a) All fire lanes and access roads must be marked with signs indicating "no parking fire lane" as described in the specifications on file at the fire marshal's office.
- (b) Existing non-compliant fire lanes shall continue in effect as installed until such time as they are in need of re-striping due to wear or re-paving. When re-striped, existing fire lanes shall be installed to current specifications.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-95. Violations and enforcement.

- (a) Any person who parks a vehicle in, obstructs, or allows the obstruction of a designated fire lane shall be liable for a civil penalty of \$100.00 upon receipt of a citation issued by the fire or police chief or any designee of either.
- (b) Any vehicle or object obstructing a designated fire lane, whether public or private, may be towed or removed without prior notification of the owner, and at the owner's expense.
- (c) The registered owner of the vehicle parked in the fire lane shall be responsible for all civil penalties issued and any towing or related charges accruing hereunder.
- (d) Civil penalties due hereunder shall be collected under the provisions set forth in section 1-6.

(Ord. No. 14-117, § 1, 11-13-2014)

Secs. 34-96—34-100. Reserved.

ARTICLE IV. RESPONSE TO HAZARDOUS MATERIALS EMERGENCIES

Sec. 34-101. Definitions.

Cost(s) shall mean all costs incurred for response to, limitation of, containment of, control of, abatement of, or mitigation of hazardous materials or substances emergencies and/or disposal of hazardous materials or substances or remedial action as a result directly or indirectly of a hazardous materials or substances incident including but not limited to:

- (1) Costs of any health assessment or health effects study and related treatment carried out for responding personnel or other persons.
- (2) Labor, including but not limited to benefits, overtime and administrative overhead.
- (3) The cost of operating, leasing, maintaining, repairing, and replacement of any equipment.
- (4) Contract labor or equipment.
- (5) Materials, including but not limited to, absorbents, foam, dispersants, overpack drums, or containers.
- (6) Supervision of response to, limitation, containment control, abatement, or mitigation or clean up.
- (7) Labor or equipment obtained for, from, or by the city, its departments, employees or agents, or other local, state or federal agencies.

Fire chief shall mean the chief of the fire department or fire district that responded to a hazardous material incident.

Having control over or had control over shall include but not be limited to any person using, transferring, storing or transporting a hazardous material immediately prior to release of such hazardous material on to the land or into the air or the waters of the city as currently defined in G.S. 143-215.77 or as may be hereinafter amended or recodified.

Hazardous material shall include, but not be limited to, any substance or material in any form or quantity that poses an unreasonable risk to safety, health, or property or as currently defined in G.S. 143-215.75 or as may be hereinafter amended or recodified.

Hazardous material incident shall include, but not be limited to, actual or threatened release of hazardous substances or materials that pose an immediate threat to the health, safety or welfare of the population, including hazardous waste.

Hazardous material response shall include, but not be limited to, the sending of equipment to limit, contain, control, abate, or mitigate hazardous materials which endanger the health or safety of persons or the environment.

Hazardous substance shall include, but not be limited to, any material which when discharged may be harmful to the public health or welfare, including, but not limited to, fish, shellfish, wildlife, and public or private property, shorelines and beaches.

Incident commander shall mean the senior official or officials of the fire department or other public agency in charge at the site of a hazardous material incident.

Party or parties shall mean, jointly and severally, the person(s):

- (1) Whose negligent or intentional act or omission caused a release; or
- (2) Who owned or had custody or control of, the hazardous substance or waste at the time of such release without regard to fault or proximate cause; or
- (3) Who owned or had custody or control of the container which held the hazardous substance at the time of or immediately prior to such release without regard to fault or proximate cause; or

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- (4) Who owned or had custody or control of the real property upon which the hazardous substance was located at the time of or immediately prior to such release without regard to fault or proximate cause and who had knowledge, actual or implied, of the location of the hazardous material.

"Party or parties" shall also include but not be limited to one or more corporations or partnerships, facilities, or other types of business entities.

Person(s) shall include but not be limited to individuals, firms, partnerships, associations, institutions, corporations, and local, state or federal government.

Personal protective equipment (PPE) means the equipment provided to shield or isolate a person from the chemical, physical, and thermal hazards that can be encountered at hazardous materials/weapons of mass destruction (WMD) incidents.

Release shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other receptacles containing any hazardous material or substance or waste or pollutant or contaminant).

Response shall mean a phase of emergency management that occurs during and immediately following an incident and provides emergency assistance to victims of the event and reduces the likelihood of secondary damage.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-102. Purpose and authority.

The fire chief or his designee shall have the authority to summarily limit, contain, control, abate, or mitigate hazardous materials or substances emergencies that generally endanger the health or safety of the general public. The fire chief or his designee shall have the authority to enter public or private property, with or without the property owner's consent, to respond to and mitigate such hazardous materials or substances emergencies whenever there is a threat, (real or perceived) to public safety. The fire chief or his designee shall determine the type, amount, and quantity of equipment and personnel required to adequately limit, contain, control, abate, or mitigate all hazardous materials or substances incidents.

Hazardous materials or substances incidents shall include but not be limited any reportable or non-reportable chemical in any reportable or non-reportable quantity that has been released and poses an eminent danger to the safety and welfare of the public or environment. Hazardous materials or substances may include but are not limited to:

- (1) Explosives.
- (2) Poison gas.
- (3) Flammable solids.
- (4) Flammable gas.
- (5) Non-flammable gas.
- (6) Radioactive elements.
- (7) Organic peroxide.
- (8) Corrosives.
- (9) Cryogenics.
- (10) Etiological/infectious agents and medical waste.

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- (11) Flammable liquids.
 - (12) Combustible liquids.
 - (13) Oxidizers.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-103. Response to hazardous materials or substances emergencies—Level of training.

The city fire department will operate at the appropriate level of emergency response as defined by OSHA 1910.120 or as may be hereinafter amended or recodified and the departments current level of training. The department may request mutual aid assistance to adequately control, abate, and mitigate all hazardous materials or substances incidents as necessary.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-104. Hazardous materials or substances incidents—Liability for costs.

The incident commander or fire chief is hereby duly authorized to take all reasonable measures to respond to, limit, contain, control, abate, or mitigate the hazardous materials or substances incidents. Any party or parties who creates or causes a hazardous materials or substances incident shall be liable to the city for the payment of all costs as defined above incurred in the response to, limiting, containing, controlling, abating, mitigating or any necessary monitoring of such an incident.

The city will pursue all available remedies at law including but not limited to lis pendens, levy in the nature of tax, and the provisions of this article, against any and all party or parties, jointly and severally, who creates or causes any hazardous material or substances incident.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-105. Responsibility; fees and charges.

(a) The property owner and/or the party having control over the hazardous materials or substances that creates the hazardous materials or substances emergency shall be held financially liable for any costs as defined above incurred by the city or other governmental entity during or as a result of the emergency. The property owner and/or party having control over such hazardous materials or substances, may provide personnel to assist abatement, removal and remedial measures, provided such personnel have been adequately equipped and trained pursuant to the requirements of state and federal laws. The city shall not be liable for the use of any such personnel. Assistance shall consist of any or all of the following:

- (1) Informing fire department personnel of all matters pertaining to the incident.
- (2) Supplying emergency response plan information for the site.
- (3) Supplying emergency response equipment, personnel and materials.

In all cases the first \$100.00 of costs shall not be charged to the party or parties.

(b) Costs for hazardous materials emergency response on behalf of the city shall be based upon a yearly schedule as detailed in the municipal fee schedule. Items may include but not be limited to:

- (1) Engine responses;
- (2) Hazardous materials unit response;

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- (3) Ladder truck response;
 - (4) Squad truck response;
 - (5) Battalion chief/emergency coordinator response;
 - (6) Reusable entry suits;
 - (7) Monitors;
 - (8) Any other actual costs as defined above of the response to, limiting, containing, controlling, abating, mitigating, or any necessary monitoring of an incident of hazardous materials or substances as defined above.
- (c) Failure to pay the charges as assessed shall give the city the right to levy a lien upon the land or the premises where the hazardous material emergency arose and the levy shall be collected in the same manner as unpaid taxes pursuant to the authority of G.S. 160A-193 or as may be hereinafter amended or recodified.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-106. Reimbursement for hazardous materials or substances emergencies.

Any party or parties responsible shall institute and complete all actions necessary to remedy the effects of a discharge of hazardous materials or substances at no cost to the city. The fire chief or his designee has the authority to remedy the effects of a discharge of hazardous materials or substances by the fire department or by an authorized individual or firm. All costs associated with such remedy shall be done by the owner, operator or other person responsible for the discharge.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-107. Collection and disbursement of funds for cost recovery.

The city fire department and department of finance shall serve as the city's agent for collecting invoices and billing the responsible party for costs. Agencies of the city or other organizations responding to a hazardous material incident at the request of the city will be eligible to submit bills.

Invoices that identify eligible costs under this article shall be submitted to the emergency management coordinator or designee within ten working days after the costs were incurred or identified. Submitted invoices should include sufficient documentation for cost reimbursement (i.e., copies of time sheets for specific personnel, copies of bills for materials, equipment, and supplies procured or used, etc.). Accepting invoices from agencies outside the city shall not incur liability to the city to pay costs from such agencies unless payment has been received by the city from the party or parties.

The finance director or designee shall submit one or a series of consolidated invoice(s) to the party or parties identifying agencies or agents and their specific costs for reimbursement. The responsible party shall issue a certified check to the city within 60 days of receiving any invoice. All funds received under the authority of this article shall be disbursed according to the claims submitted. Where the reimbursement is less than the requested amount, each agency shall receive a pro rata share of such reimbursement as the agencies reimbursable costs bear to the total reimbursable cost. The city shall not be liable to the agency for any deficiency.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-108. Fire incidents involving hazardous materials.

In fire incidents that involve hazardous materials or an exposure to hazardous materials, no fee will be assessed for resources normally associated with fire suppression operations. Costs as defined above shall be assessed for those activities and resources associated with the abatement, control and containment of the hazardous materials involvement or exposure which accrues more than \$100.00 in fees.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-109. Emergency response structure.

The fire chief or his designee has the authority to direct all city agencies and departments involved in the response based on an incident command system. Each agency is responsible to assure its personnel are adequately trained and equipped to operate at their appropriate level of training.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-110. Penalties and abatement.

- (a) Any party or parties whose hazardous materials or substances shall constitute a threat to the public health or safety shall be declared a nuisance and subject to an action of abatement pursuant to G.S. 160A-193 or as may be later amended or recodified.
- (b) Any party or parties who fails to issue a certified check to the city within 60 days of the receipt of the invoice identified in section 34-106 shall accrue an additional civil penalty equal to \$50.00 per day for each amount of \$5,000.00 or less of unpaid costs.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-111. Conflicting ordinances.

All ordinances or portions of ordinances in conflict herewith are hereby repealed.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-112. Severability.

Should any portion of this article be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the article as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-113. Effective date.

This article shall take effect and be in force from and after the date of its ratification.

(Ord. No. 14-117, § 1, 11-13-2014)

Chapter 34 FIRE PREVENTION AND PROTECTION¹

ARTICLE I. IN GENERAL

Sec. 34-1. Disposal of hot ashes.

No person shall empty hot ashes on or near any sweepings, shavings or inflammable material of any kind within the city limits.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-2. Fireworks.

- (a) Except as otherwise provided in this section, it shall be unlawful for any person to possess, store, offer for sale or sell at retail, any kind or type of fireworks of any description within the corporate limits of the city. This subsection shall not apply to fireworks exempted under G.S. 14-414.
- (b) Except as otherwise provided in this section, it shall be unlawful for any person to discharge in any manner any kind or type of fireworks of any description within the corporate limits of the city. This subsection shall not apply to fireworks exempted under G.S. 14-414 or to a public display of fireworks as permitted by the North Carolina Fire **Prevention** Code and G.S. ch. 58, art. 82A.
- (c) Any person seeking to conduct a public display of fireworks shall obtain a permit and submit a plan in writing at least 15 working days prior to the display to the fire department with the following information:
 - (1) The name of the person, group, or organization responsible for the display;
 - (2) All state pyrotechnic display operator's license card/certificates of the individuals to discharge pyrotechnics;
 - (3) The date and time of the display;
 - (4) The location of the display;
 - (5) The duration of the display;

¹Editor's note(s)—Ord. No. 14-117, § 1, adopted November 13, 2014, amended ch. 34, arts. I—IV, §§ 34-1—34-4, 34-41—34-44, 34-81—34-95, 34-101—34-113, in its entirety. Former ch. 34 pertained to similar subject matter and was derived from Code 1987, §§ 6-1, 6-3, 6-5, 6-21—6-23, 6-46—6-57; Ord. No. 00-49, § 1, adopted June 28, 2000; Ord. No. 01-16, §§ 2(3)(f), 2(4)(d), adopted April 12, 2001; Ord. No. 02-03, § 1, adopted January 10, 2002; Ord. No. 02-12, adopted April 11, 2002; Ord. No. 03-81, §§ 1, 2, adopted September 11, 2003; Ord. No. 06-85, § 1, adopted September 14, 2006; Ord. No. 08-110, §§ 1—3, adopted November 19, 2008 and Ord. No. 13-73, § 1, adopted August 8, 2013.

Cross reference(s)—Civil emergencies, ch. 26.

State law reference(s)—Municipal retirement benefits, G.S. 160A-163; municipal fire protection, G.S. 160A-291 et seq.

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- (6) A narrative description of the display;
- (7) A site plan showing the following:
- a. The location of the audience;
 - b. The area affected by the display;
 - c. All buildings, structures and parking lots affected by the display;
 - d. Means of egress;
 - e. Fire protection features and locations;
 - f. PPE to be worn by operators during initiation or electronic firing controls to be utilized by operators during the display.
- (d) The use of fireworks, pyrotechnic or flame effect devices shall meet the following codes and standards:
- (1) NFPA 106—Standard for flame effects before an audience.
 - (2) NFPA 1123—Code for fireworks display.
 - (3) NFPA 1126—Standard for the use of pyrotechnics before a proximate audience.
 - (4) North Carolina State Building Code—Fire **Prevention** Code Chapter **3356**.
 - (5) North Carolina General Statute Chapter 58, Article 82A.
- (e) Fireworks found within the city limits except for those exempted by G.S. 14-414 are hereby declared to be contraband and subject to seizure by any member of the fire prevention ~~bureau~~division of the fire department or a law enforcement officer unless possessed by a permittee for a public display of fireworks as permitted by the ~~state fire prevention code~~North Carolina Fire Code.
- (f) Any person who shall violate the provisions of subsections (a) or (b) shall be guilty of a misdemeanor and shall be punishable by imprisonment up to 30 days or a fine of \$500.00, or both. Violators may be subject to a \$500.00 civil penalty to be recovered in the nature of a debt.
- (Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-3. Lock boxes.

- (a) *Required.*
- (1) All commercial enterprises or industries in the city which use, store or manufacture ~~on-site, process or produce~~ hazardous materials that must ~~be reported~~meet the criteria of a Class C or D hazardous substance under ~~state right-to-know laws~~, G.S. 95-~~173191~~173191 et seq., or under Title III of the Federal Superfund Amendments and Reauthorization Act and the regulations promulgated thereunder, must have an approved on-site hazardous materials data storage box at each facility where hazardous materials may be found.
 - (2) All facilities which have a system which transmits off-site alarms for fire detection or suppression systems must have an approved on-site lock box which contains keys to provide fire department access in an emergency or alarm activation.
 - (3) Keys in boxes must be kept up-to-date. When locks are changed the fire marshal's office must be notified and new keys provided for the box.
- (b) *Contents, types and location of data storage box.*

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- (1) This data storage box may contain keys providing access to secured portions of the facility. The box shall contain current specific information to assist fire departments and hazardous materials teams responding to emergencies at the facility including, but not limited to, facility maps or plans showing the type and location of hazardous materials, Tier II forms, lists of chemicals with CAS numbers, chemical safety data sheets, telephone numbers for facility employees and other persons to be contacted in case of such emergencies.
 - (2) All information requested on the city fire department data storage sheets must be provided on the forms provided by the city fire department, or in a substantially similar format, and must be placed in the data storage box. Such information must be updated-continuouslykept up to date to ensure its accuracy.
 - (3) The data storage box itself shall be of the type designated and approved by the city fire department and shall be located at or near the primary entrance to the facility and installed in accordance with directives of the chief of the fire department.

(c) *Violations; enforcement.*

- (1) Violations of this section shall be a misdemeanor punishable by a \$500.00 fine as provided under G.S. 160A-175 and 14-4. Violators may be subject to a \$500.00 civil penalty to be recovered in the nature of a debt. Each day's continuing violation shall constitute a separate and distinct offense as provided by G.S. 160A-175(g).
- (2) The municipalitycity may also secure injunctive and other appropriate equitable remedies to ensure compliance with this chapter, as provided by G.S. 160A-175.
- (3) Enforcement actions may be initiated by the inspectors of the city fire department, bureaudivision chief or chief of the fire department.

(d) *Exceptions.*

- (1) Whereas the city recognizes that certain commercial enterprises maintain 24-hour on-site security and emergency responses, such enterprises may propose measures which will provide immediate access to vital information on a 24-hour basis, 365 days per year. This information must meet the riterioncriteria of information stored in the lock boxes and be available to initial arriving emergency response vehicles.
- (2) The duplicate copies of the proposal must be sent to the city fire department. Each proposal must specify the means by which the commercial enterprise will provide services equal to that of the lock box program.
- (3) All proposals will be reviewed on an individual basis. Proposals must be renewed on a yearly basis.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-4. Open burning.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Open burning means the burning of any matter in such a manner that the products of combustion resulting from the burning are emitted directly into the atmosphere without passing through a chimney, or a permitted air pollution control device.

Pile means a quantity of objects or materials stacked or thrown together in a heap, three feet (914 millimeters) or less in diameter and two feet (610 millimeters) or less in height.

Stack means a usually conical shaped pile of debris or material, three feet (914 millimeters) or less in diameter and two feet (610 millimeters) or less in height.

- (b) *Prohibited acts.* No person shall ignite, cause to be ignited, permit to be ignited, allow or maintain, kindle or maintain within the corporate limits of the city any open burning fire.
- (c) *Exceptions.* Exceptions shall include only the following:
- (1) Training fires set for the purpose of instruction and training of public and industrial employees in the methods of firefighting. Prior to commencement of open burning, the fire department shall be notified. All open burning for this purpose shall meet the requirements of all state regulations.
 - (2) Open fires for cooking, heating, religious and ceremonial fires shall be allowed when such fire is not composed, in whole or substantial part, of leaves or yard waste, and the location of such fire, and the items necessary for its containment, and provided that the emission of smoke and fumes do not irritate, annoy or constitute a nuisance to others. Such fires shall be conducted in accordance with the North Carolina Fire **Prevention** Code, be contained in a campfire pit meeting the requirements of pile and/or stack, confined to a container no larger than a 55-gallon drum or other device designed for such use. Fuels for such fires must be naturally cut wood, charcoal, propane or natural gas; no construction materials or building materials shall be permitted.
 - (3) Bonfires, public or private, shall require a permit and are subject to approval of the fire department. Approval will be granted on the sole discretion of the fire department based upon:
 - a. The proximity of the proposed fire to dwellings, trees, woods and other structures.
 - b. Facilities available for fire management.
 - c. Atmospheric conditions.
 - d. Type of material to be burnt: must be naturally cut wood, three inches in diameter or smaller; no construction materials or building materials.
 - e. The bonfire shall be no more than five feet by five feet by five feet in dimension and shall burn no longer than three hours.
 - f. Any **and all other consideration-judged factors considered** by the fire department to be required to ensure safe burning.
 - g. Such fires shall be maintained in accordance with the North Carolina Fire **Prevention** Code.Failure to maintain bonfires in accordance with this section shall constitute fire extinguishment and revocation of the permit.
 - (4) Fires set for the purpose of disposing of waste propellants, explosives or pyrotechnics, including associated contaminated wastes. ~~The fires~~ must be necessary and the waste not able to be disposed of by any other means than burning. No materials shall be imported from off-site for disposal. A permit must be obtained for fires used for this purpose.
 - (5) ~~On~~**At** the sole discretion of the fire department, when there exists an extreme or emergency circumstance which lacks any other reasonable means of disposing of items which need to be disposed of, and not addressed in this section, the fire department may issue a permit to burn. These fires shall be limited to the disposal of material generated during a natural disaster, such as a tornado, hurricane or flood.
 - (6) Fires set as part of commercial film or video production activities for motion pictures and television or fires set as part of a planned civic event designed to educate or otherwise benefit the public.;

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- a. The use of fireworks, pyrotechnic or flame effect devices used in conjunction with or to initiate such fires shall meet the following codes and standards:
1. NFPA ~~106160~~—Standard for flame effects before an audience.
 2. NFPA 1123—Code for fireworks display.
 3. NFPA 1126—Standard for the use of pyrotechnics before a proximate audience.
 4. North Carolina State Building Fire ~~Prevention~~ Code Chapter ~~3356~~.
 5. North Carolina General Statute Chapter 58 Article 82A—Pyrotechnics Training and Permitting.
- b. Any person seeking to conduct a fire for such reasons shall obtain a permit and submit a plan in writing ~~to the fire department~~ at least 15 working days prior to the burn ~~to the fire department~~ with the following information:
1. The name of the person, group, or organization responsible for the production;
 2. If applicable, state pyrotechnic display ~~operators~~operator license card/certificate of the individuals to discharge pyrotechnics;
 3. The date and time of the production;
 4. The location of the production;
 5. The duration of the burn;
 6. A narrative description of the burn;
 7. A site plan showing the following:
 - i. The location of the audience;
 - ii. The area affected by the burn;
 - iii. Means of egress;
 - iv. Fire protection features and locations.
 8. PPE ~~to~~must be worn by operators during initiation or electronic firing controls to be utilized by operators during the display.

(d) *Violations and enforcement.*

- (1) The fire official shall have the authority to summarily abate any condition that is in violation of this section and that presents an immediate fire hazard to life or property.
- (2) Any open burning in violation of this section shall be extinguished by the responsible party or the fire department.
- (3) All costs incurred by the city for enforcement of this section will be the responsibility of the party in violation of this section and will be added to the fine.
- (4) A civil fine shall be issued to any person or company violating the provisions of this section. The civil fine for residential violations shall be \$50.00 and \$100.00 for any repeat violation. The civil fine for commercial violations of this section shall be \$500.00 per stack or pile and \$1,000.00 per stack or pile for any repeat violation by the same person or company.
- (5) Violations of this section shall be a misdemeanor as provided under G.S. 160A-175 and 14-4. Each day's continuing violation shall constitute a separate and distinct offense as provided by G.S. 160A-175(g).

Sec. 34-5. False alarms.

- (a) *False fire alarms defined.* A **false** fire alarm means the activation of a fire alarm system through mechanical or electronic failure, malfunction, improper installation, or the intentional acts or negligence of the alarm user, his/her employees or agents, to summon fire department personnel, unless fire department response was cancelled by the alarm company (designated by the alarm user) prior to fire department personnel arrival on the scene. An alarm is false within the meaning of this chapter when, upon inspection by the fire department, evidence indicates that no fire, smoke or other condition exists in or on the premises which would have activated a properly functioning fire alarm system. Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably be determined by the investigating officer to have been caused or activated by a violent condition of nature including but not limited to flood, hurricane, lightning, blizzard or other similar condition outside the alarm user's control. In addition, an alarm activated during an alarm system testing procedure shall not be considered a false alarm if the alarm user first notifies the fire department and notifies and receives permission from the user's alarm company, or designee, to test the system. This section shall not apply to burglar alarms or other types of alarms to which fire department response is neither required nor customary. (Reference Chapter 36 for additional information regarding alarms responded to by entities other than the fire department.)
- (b) *Civil penalty for false alarms.* No civil penalty shall be incurred for the first or second false **alarmsalarm** occurring during any rolling 90-day period. The third occurrence of a false alarm in any 90-day rolling period shall result in a civil penalty of \$250.00 or as specified in the then-current fees, rates and charges schedule adopted as part of the city annual operating budget. Each additional false alarm, in excess of three, occurring in the same rolling 90-day period shall result in additional civil penalties in accordance with this section. For the purpose of this section, a "rolling" time period shall begin on the date of the first event and end 90 days from that date if no further events occur. If additional events occur prior to the date that is 90 days from the date of the first event, the 90 days may "roll" forward until such time as 90 days pass without the occurrence of an event.
- (c) *Duties of the alarm user, his/her employees or agents:*
- (1) Users shall maintain the alarm system and related premises in a manner that will reduce or eliminate false alarms.
 - (2) Users shall respond to or cause a representative to respond to the alarm system's location within 30 minutes of being notified by the city fire department and/or city emergency communications to deactivate an alarm system; provide right of entry to the premises; provide alternative security for the premises; and/or take control of the premises upon fire department release of the premises and departure.
 - (3) Users shall not manually activate an alarm system for any reason other than for the systems intended purposes; to perform an emergency evacuation drill (fire drill) as required the North Carolina Fire Code; or to perform routine maintenance as prescribed by alarm system provider, and only after notice to and permission for such testing from the alarm company and the city fire department.
 - (4) Failure to follow the requirements of this section shall result in a fine of \$250.00 per occurrence. This fine shall be assessed in addition to any other fines assessed under other sections of this chapter. In addition to this fine, neither the responding officer, nor the city fire department shall have, nor assume any responsibility for securing, guarding or otherwise protecting any real or personal property that may have become exposed during the event resulting in the alarm. In addition to any fines under this section, the property owner and/or alarm user may be prosecuted for violation of section 30-204(4) et seq. regarding prohibited noises.

(Ord. No. 14-117, § 1, 11-13-2014)

Secs. 34-6—34-40. Reserved.

ARTICLE II. FIRE DEPARTMENT²

Sec. 34-41. Composition.

The fire department of the city shall consist of a chief, deputy chiefs, and one or more regular organized companies of paid members. The number of paid members of the fire department shall be determined from time to time by the city council.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-42. Membership qualifications.

The members of the regular fire companies shall not be less than 18 years of age.

(Ord. No. 14-117, § 1, 11-13-2014)

State law reference(s)—Age of minors, G.S. 48A-2; qualifications for appointment to city office, G.S. 160A-60.

Sec. 34-43. Fire chief.

- (a) The fire chief or his designee shall have control at all fires.
- (b) The fire chief or his designee shall investigate the origin of all fires as required by G.S. 58-79-1 and shall make an annual written report of all fires investigated to the city council.

(Ord. No. 14-117, § 1, 11-13-2014)

Cross reference(s)—Administration, ch. 2.

State law reference(s)—Investigation of fires, inspection of premises, G.S. 69-1 et seq.; duties of fire chief, G.S. 160A-292.

Sec. 34-44. Duties of fire chief.

The duties of the fire chief or his designee shall be to preserve and care for fire apparatus and equipment, have charge of fighting and extinguishing fires and training the fire department, seek out and have corrected all places and conditions dangerous to the safety of the city and its citizens from fire, provide public education on fire and life safety concerns and make annual reports to the city council concerning these duties. If these duties include state building code enforcement, they shall follow the provisions as defined in G.S. 143-151.13.

(Ord. No. 14-117, § 1, 11-13-2014)

State law reference(s)—Municipal fire protection, G.S. 160A-291 et seq.

²State law reference(s)—Municipal fire protection, G.S. 160A-291 et seq.

Secs. 34-45—34-80. Reserved.

ARTICLE III. FIRE PREVENTION CODE

Sec. 34-~~81~~80. Adoption.

- (a) There is hereby adopted by ~~reference the 2012~~the city council of the City of Concord for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code, known as the North Carolina Fire Code adopted by the North Carolina Building Code and Appendices B, C, D Council. Amendments to the North Carolina Fire Code, which are adopted and revisions, published by the North Carolina Building Code Council shall be effective on the date prescribed by the North Carolina State Building Code Council. The provisions of such code shall be controlling within the limits of the city.
- (b) The permits required by the fire marshal's office shall be listed on the fire department inspection fee schedule.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-81. Records of Inspection of Fire Protection Systems.

- (a) The City of Concord designates Life Safety Inspection Vault, LLC, as the third-party single point repository of testing, service, maintenance and installation documentation for fire protection systems within the city's jurisdiction as required by the referenced standards.
- (b) All certified contractors providing services, testing, installations, repair and/or maintenance of fire prevention systems to commercial facilities within the city are required to enroll and utilize the city approved single point repository service company for reporting the rendered service information. This reporting information must be filed with the single point repository service within five (5) working days of the completion of services to the commercial facility.
- (c) The single-point repository service company shall organize, maintain and monitor the received records, providing information to the town and the commercial facility pertaining to the records status and timely notifications on required inspection timetables. Fees for this service shall be paid directly from the certifying contractor to the city approved single-point repository service company.
- (d) In addition, a copy of the record of each periodic inspection, test, servicing, repairs and maintenance shall be maintained on the commercial facilities premises, or other approved location, for a period of not less than three (3) years, unless a different period of time is specified in the North Carolina Fire Code or other appropriate standard. On site records shall be made available to the fire chief or his/her designee, upon request.

Sec. 34-82. Fire marshal's office; establishment and duties.

The North Carolina Fire Code of the state building code shall be enforced by the fire marshal's office in the fire department of the city, which is hereby established and which shall be operated under the supervision of the ~~bureau~~division chief.

(Ord. No. 14-117, § 1, 11-13-2014)

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(Supp. No. 50, Update 4)

Sec. 34-83. DistrictDivision chief; appointment.

The **districtdivision** chief in charge of the fire marshal's office shall be appointed by the chief of the fire department.

(Ord. No. 14-117, § 1, 11-13-2014)

Cross reference(s)—Administration, ch. 2.

Sec. 34-84. Inspectors.

The fire chief may detail such members of the department as inspectors as shall from time to time be necessary.

(Ord. No. 14-117, § 1, 11-13-2014)

Cross reference(s)—Administration, ch. 2.

Sec. 34-85. Periodic inspections.

- (a) Subject to the limitations and conditions stated in the state building code, it shall be the duty of the **districtdivision** chief to inspect or cause to be inspected all buildings, structures and premises within his jurisdiction for the purposes of ascertaining and causing to be corrected any condition which may cause fire or explosion, endanger life from fire or explosion, or any violations of the provisions of the code, or any other ordinances pertaining to fire or explosion hazards in accordance with the minimum periodic inspection schedule for occupancies approved by the state building code council, or upon complaint by interested parties or if there is given probable cause for such inspection.
- (b) Fire inspections shall be conducted on all occupancies, except those exempted in Section 102.13 of the North Carolina Fire Code, at a frequency not less than the schedule listed in Section 106 of the North Carolina Fire Code.

Nothing in this section shall prevent inspection from being conducted at more frequent intervals than listed in the schedule.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-86. Penalties.

- (a) *Criminal penalties.* Any person who shall violate or fail to comply with any provisions of this Code shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$50.00. Each 30 days that such violation continues shall constitute a separate and distinct criminal offense.
- (b) *Civil penalties.* In addition to or in lieu of criminal penalties set forth in subsection (a), violation of or failure to comply with the provisions of this Code shall, at the election of the city, subject the offender to a civil penalty in the amount of \$500.00 or as specified in the then-current fees, rates and charges schedule adopted as part of the city annual operating budget upon the issuance of a citation for such violation as provided in this article. Each day's continuing violation shall constitute a separate **and distinct** offense as provided by G.S. 160A-175(g).
- (c) *Equitable relief.* In addition to the criminal and civil penalties set out in subsections (a) and (b), any provision of this Code may be enforced by an appropriate equitable remedy, including but not limited to injunctive

relief or order of abatement, issuing from a court of competent jurisdiction in accordance with subsection 1-6(h) and with the provisions of the state general statutes.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-87. Notice of violation; methods of service.

(a) *Notice of violation.*

- (1) Fire inspectors of the fire marshal's office shall issue notices of violation when such fire inspectors have reasonable cause to believe that any person has violated any provision of this Code.
- (2) The notice of violation shall include specific factual information setting out the nature of the violation, the code section violated, the date of the violation and an order to immediately cease the violation or, if the violation is in the nature of an infraction for which an order of abatement would be appropriate in a civil proceeding, stating a reasonable period of time in which the violation must be abated. The notice of violation shall specify that failure to comply with the code shall incur a civil penalty. The notice shall include appropriate information regarding how to schedule a hearing or other appropriate procedure to appeal the violation.
- (3) Any other provisions of this Code notwithstanding, the following types of violations are hereby declared to constitute an imminent threat to the health, safety and general welfare of the inhabitants of the city and may result in the immediate citation for civil penalties without the necessity of any prior notice of the violation:
 - a. Violation of any provision of Chapter 10 of the Fire Code provisions of the North Carolina Building Code;
 - b. Any violation related to removal, tampering with or otherwise disturbing any fire hydrant, fire detection and alarm system, fire suppression system, or other fire appliance required by this Code except for the purpose of extinguishing fire, training purposes, recharging or making necessary repairs, or when approved by the code official;
 - c. Any overcrowding violations;
 - d. Any assault on a city official;
 - e. Any violation of the North Carolina Fire and Building Codes that in the opinion of the fire official constitutes an imminent fire or life safety hazard to the inhabitants of the city.
- (4) Any second violation of the same section of this Code or of the North Carolina Fire Code portion of the North Carolina International Building Code shall result in an immediate citation for civil penalties without the necessity of any prior notice of the violation.

(b) *Methods of service.*

- (1) The service of notices, citations, orders or any other document related to violations of the code shall be made in accordance with the requirements set forth in section 1-6.
- (2) When buildings or other premises are occupied by one other than the owner under a lease or other agreement, the orders or notices issued to correct violations of the code shall apply to and shall be served upon the occupant; provided, however, that the record owner shall be served with a copy of the document served upon the **tenant/occupant**. Where the order or notice requires corrective actions that do not involve additions or changes to the premises themselves which may become part of the real property of the owner, then, failure to deliver an order or notice to the owner, if other than the occupant, shall not invalidate such order or notice. Where the order or notices require the making of additions to or changes in the premises themselves which may become part of the real property of the

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(Supp. No. 50, Update 4)

owner, then, in such cases, the orders or notices shall be issued to the owner of the premises or real property, and may also be issued to the occupant.

- (c) If the violator does not pay the penalty within the time frame set forth in the notice of violation, a civil citation may be issued to the violator or person responsible, assessing a civil penalty in accordance with subsection (b). The civil citation shall meet the requirements set forth in section 1-6.
- (d) If the violation is not corrected and/or the civil penalty is not paid within the time allowed, the fire marshal may proceed with any of the remedies listed above including, but not limited to, criminal charges against the violator.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-88. Permits.

- (a) It shall be the duty of the fire marshal's office to evaluate applications and issue, if approved, all special use permits as listed on the fire inspection fee schedule. This schedule may be revised upon approval of the city council. Applications for special use permits shall be made on forms provided by the city.
- (b) Fees for inspections, special use permits and other fire department services shall be set out in a fee schedule. Printed schedules of the fees shall be available to the public at the fire marshal's office, city website and the city clerk's office. A billing statement for charges listed on the schedule may be sent to the owner/occupant by the city finance department.
- (c) Applications for permits required pursuant to the North Carolina Fire Code shall be made to the fire marshal's office on forms provided by the city. The applicable permit fee as established by the city shall accompany all applications. The required permit fees shall be set out in a fee schedule. Printed schedules of the permit fees shall be available to the public at the fire marshal's office, city website and city clerk's office. The bureau/division chief is authorized to waive the permit fee for governmental, religious or charitable organizations.
- (d) The following optional permits as listed in Section 105.6 of the North Carolina Fire Code are adopted as mandatory within the city:
 - Hazardous materials 105.6.~~2021~~, and
 - Hazardous materials facilities 105.6.~~2122~~.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-89. Water supply—General.

- (a) *Required fire flow.* Fire flow requirements for new occupancies and additions shall be determined by utilizing one of the following approved methods:
 - (1) ISO — Guide for the Determination of Needed Fire Flow.
 - (2) North Carolina Fire Code Appendix B.
- (b) *Fire hydrants.* Fire hydrant coverage shall not exceed the limits established in Chapter 5 and Appendix C of the North Carolina Fire Code to the most remote point of any building covered by the state fire prevention code. The distance shall be measured along an approved path of travel for the fire apparatus.
- (c) *Modification of distance requirements.* Where warranted, the fire official shall have the authority to modify the distance requirements in subsection (b) based on the nature, construction and square footage of the occupancy.

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(Supp. No. 50, Update 4)

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-90. Code requirements for fire service water mains, fire hydrants and fire connections on private property.

(a) *Fire service water mains.*

- (1) Fire service water mains shall be installed in accordance with approved plans and the city engineering and water resources department requirements and specifications for water main construction. Fire service mains shall also be installed in accordance with the National Fire Protection Association standard for the installation of private fire service mains and their appurtenances, NFPA 24. Conflicting provisions of the city engineering and water resources department specifications and NFPA 24 requirements should be reported to the city fire marshal's office.
- (2) Fire service water mains, water meters and other appurtenances shall be designed to provide the minimum combined required sprinkler demand (if applicable) and needed fire flow at 20 pounds per square inch residual pressure at the hydraulically most difficult fire hydrant.
 - a. It is assumed that other fire hydrants, if provided, will provide a greater quantity of water at the same residual pressure.
- (3) Required fire flow will be determined utilizing one of the following approved methods:
 - a. ISO — Guide for the Determination of Needed Fire Flow.
 - b. North Carolina Fire Code Appendix B.
- (4) Water flow testing will be conducted at the time of the Certificate of Occupancy to determine that the water system meets the water supply quantities determined in subsection (a)(2) above. Failure to meet the water flow requirements in ~~item number~~ subsection (a)(2) will result in denial of certificate of occupancy.

(b) *Fire hydrants.* Fire hydrant coverage shall not exceed the limits established in Chapter 5 and Appendix C of the North Carolina Fire Code, to the most remote point of any building covered by the state fire prevention code.

- (1) For proper measurement, start at the fire hydrant and measure along the same path of travel as a fire truck would use. Do not measure according to the term "as the crow flies."
- (2) The approach route of firefighting apparatus should be kept in mind as fire hydrant locations are determined. Fire hydrants should be located so that the fire apparatus will not have to go past the fire to catch a fire hydrant, then double back to the fire.
- (3) Fire hydrants shall be installed and painted according to the city engineering and water resources department specifications.
- (4) Each fire hydrant must be readily visible and within six feet of the curblin. No obstructions are permitted between the hydrant and the curblin.
- (5) All obstructions, such as fences, trees, shrubs, signs, etc., shall be at least three feet from the fire hydrant in all directions. The city shall have the right to cut, trim or remove obstructions to the extent and for the purpose of correcting such hazards.
- (6) The five-inch storz connection of the fire hydrant shall always face the curb.
- (7) The nut of the storz connection cap shall be no less than 18 inches nor more than four feet above grade.

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- (c) *Fire department connections.* The fire department connections for standpipe or sprinkler systems are important supplements to normal water supplies. Under fire conditions, these devices permit the fire department to increase the water supply and pressure to fire protection systems which may be materially reduced by a larger number of sprinklers operating or by the use of hose streams from standpipe risers.
- (1) Minimum size pipe shall be four-inch diameter.
 - (2) All fire department inlet pumper connections for commercial buildings shall have, at least, one five-inch storz connection and protective cap.
 - (3) The fire department connections at buildings provided with more than two standpipe risers shall have one five-inch storz connection and protective cap, for each additional standpipe riser.
 - (4) Fire department connections on residential structures with residential sprinkler systems shall have one single two and one-half-inch National Standard threads swivel connection.
 - (5) All fire department connections shall be located not less than 18 inches, nor more than five feet above finished grade.
 - (6) All fire department connections shall be provided a clear space of ten feet horizontally and vertically in all directions.
 - (7) All fire department connections shall be readily visible and not more than 50 feet from a street, fire lane or similar area providing access to fire department apparatus. The area between the connection and vehicular access shall be free of obstructions.
 - (8) There shall be an approved pumper fire hydrant within 200 feet of the fire department connection measured along an approved path of travel for the fire apparatus.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-91. Installation, inspection and maintenance of private fire hydrants and private water system components.

- (a) *Installation.* All newly installed private fire hydrants and private water systems shall be installed in accordance with and subject to the city's ordinances, policies, and standard specifications; NCAC Title 15A, Subchapter 18C *Water Supplies*; and NFPA 24 *Standard for the Installation of Private Fire Service Mains and Their Appurtenances*.
- (b) *Inspection and maintenance.* The owner of a private water system shall have all fire hydrants and water system components tested and inspected by a contractor licensed by the state or a certified operator as defined in NCAC Title 15A, Subchapter 18C. Testing and inspection shall occur within the required maintenance periods specified in NFPA 25 *Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems*.
- (c) *Repairs.* The owner of a private water system shall be responsible for the repairs or replacement of any damaged, broken, and/or inoperable hydrants and/or water system components; and shall have all fire hydrant and/or water system component repairs or replacements conducted by a contractor licensed by the state in accordance with NCAC Title 15A, Subchapter 18C and NFPA 25 *Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems*.
- (d) *Violations.* Any person who fails to comply with the provisions of this section shall be subject to penalties in accordance with section 34-86.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-92. Reserved.

Editor's note(s)—Ord. No. 14-117, § 1, adopted November 13, 2014, repealed § 34-92 in its entirety. Former § 34-92 pertained to airport fire protection and was derived from Code 1987, § 6-57; Ord. No. 06-85, § 1, adopted September 14, 2006 and Ord. No. 13-73, § 1, adopted August 8, 2013.

Sec. 34-93. Fire lanes.

- (a) Fire lanes shall be designated at all locations within the authority and jurisdiction of the city in accordance with the North Carolina Fire Code and as approved by the fire code official.
- (b) Fire lanes installed shall conform to the requirements of the North Carolina Fire Code and shall be approved by the fire code official prior to installation.
- (c) Fire lanes shall be installed in accordance with the specifications on file at the fire marshal's office.
- (d) Roadways, driveways and access ways shall not be marked as fire lanes without first obtaining approval from the fire department. Detailed plans showing the location of the lanes may be required to determine whether or not any proposed markings meet specifications established and on file at the fire marshal's office.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-94. Signs and marking.

- (a) All fire lanes and access roads must be marked with signs indicating "no parking fire lane" as described in the specifications on file at the fire marshal's office.
- (b) Existing non-compliant fire lanes shall continue in effect as installed until such time as they are in need of re-strippingstriping due to wear or re-paving. When re-stripped, existing fire lanes shall be installed to current specifications.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-95. Violations and enforcement.

- (a) Any person who parks a vehicle in, obstructs, or allows the obstruction of a designated fire lane shall be liable for a civil penalty of \$100.00 upon receipt of a citation issued by the fire or police chief or any designee of either.
- (b) Any vehicle or object obstructing a designated fire lane, whether public or private, may be towed or removed without prior notification of the owner, and at the owner's expense.
- (c) The registered owner of the vehicle parked in the fire lane shall be responsible for all civil penalties issued and any towing or related charges accruing hereunder.
- (d) Civil penalties due hereunder shall be collected under the provisions set forth in section 1-6.

(Ord. No. 14-117, § 1, 11-13-2014)

Secs. 34-96—34-100. Reserved.

ARTICLE IV. RESPONSE TO HAZARDOUS MATERIALS EMERGENCIES

Sec. 34-101. Definitions.

Cost(s) shall mean all costs incurred for response to, limitation of, containment of, control of, abatement of, or mitigation of hazardous materials or substances emergencies and/or disposal of hazardous materials or substances or remedial action as a result directly or indirectly of a hazardous materials or substances incident including but not limited to:

- (1) Costs of any health assessment or health effects study and related treatment carried out for responding personnel or other persons.
- (2) Labor, including but not limited to benefits, overtime and administrative overhead.
- (3) The cost of operating, leasing, maintaining, repairing, and replacement of any equipment.
- (4) Contract labor or equipment.
- (5) Materials, including but not limited to, absorbents, foam, dispersants, overpack drums, or containers.
- (6) Supervision of response to, limitation, containment control, abatement, or mitigation or clean up.
- (7) Labor or equipment obtained for, from, or by the city, its departments, employees or agents, or other local, state or federal agencies.

Fire chief shall mean the chief of the fire department or fire district that responded to a hazardous material incident.

Having control over or had control over shall include but not be limited to any person using, transferring, storing or transporting a hazardous material immediately prior to release of such hazardous material on to the land or into the air or the waters of the city as currently defined in G.S. 143-215.77 or as may be hereinafter amended or recodified.

Hazardous material shall include, but not be limited to, any substance or material in any form or quantity that poses an unreasonable risk to safety, health, or property or as currently defined in G.S. 143-215.75 or as may be hereinafter amended or recodified.

Hazardous material incident shall include, but not be limited to, actual or threatened release of hazardous substances or materials that pose an immediate threat to the health, safety or welfare of the population, including hazardous waste.

Hazardous material response shall include, but not be limited to, the sending of equipment to limit, contain, control, abate, or mitigate hazardous materials which endanger the health or safety of persons or the environment.

Hazardous substance shall include, but not be limited to, any material which when discharged may be harmful to the public health or welfare, including, but not limited to, fish, shellfish, wildlife, and public or private property, shorelines and beaches.

Incident commander shall mean the senior official or officials of the fire department or other public agency in charge at the site of a hazardous material incident.

Party or parties shall mean, jointly and severally, the person(s):

- (1) Whose negligent or intentional act or omission caused a release; or
- (2) Who owned or had custody or control of, the hazardous substance or waste at the time of such release without regard to fault or proximate cause; or
- (3) Who owned or had custody or control of the container which held the hazardous substance at the time of or immediately prior to such release without regard to fault or proximate cause; or

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- (4) Who owned or had custody or control of the real property upon which the hazardous substance was located at the time of or immediately prior to such release without regard to fault or proximate cause and who had knowledge, actual or implied, of the location of the hazardous material.

"Party or parties" shall also include but not be limited to one or more corporations or partnerships, facilities, or other types of business entities.

Person(s) shall include but not be limited to individuals, firms, partnerships, associations, institutions, corporations, and local, state or federal government.

Personal protective clothing/equipment (PPE) means the equipment provided to shield or isolate a person from the chemical, physical, and thermal hazards that can be encountered at hazardous materials/weapons of mass destruction (WMD) incidents.

Release shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other receptacles containing any hazardous material or substance or waste or pollutant or contaminant).

Response shall mean a phase of emergency management that occurs during and immediately following an incident and provides emergency assistance to victims of the event and reduces the likelihood of secondary damage.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-102. Purpose and authority.

The fire chief or his designee shall have the authority to summarily limit, contain, control, abate, or mitigate hazardous materials or substances emergencies that generally endanger the health or safety of the general public. The fire chief or his designee shall have the authority to enter public or private property, with or without the property owner's consent, to respond to and mitigate such hazardous materials or substances emergencies whenever there is a threat, (real or perceived) to public safety. The fire chief or his designee shall determine the type, amount, and quantity of equipment and personnel required to adequately limit, contain, control, abate, or mitigate all hazardous materials or substances incidents.

Hazardous materials or substances incidents shall include but not be limited any reportable or non-reportable chemical in any reportable or non-reportable quantity that has been released and poses an eminent danger to the safety and welfare of the public or environment. Hazardous materials or substances may include but are not limited to:

- (1) Explosives.
- (2) Poison gas.
- (3) Flammable solids.
- (4) Flammable gas.
- (5) Non-flammable gas.
- (6) Radioactive elements.
- (7) Organic peroxide.
- (8) Corrosives.
- (9) Cryogenics.
- (10) Etiological/infectious agents and medical waste.

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- (11) Flammable liquids.
 - (12) Combustible liquids.
 - (13) Oxidizers.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-103. Response to hazardous materials or substances emergencies—Level of training.

The city fire department will operate at the appropriate level of emergency response as defined by OSHA 1910.120 or as may be hereinafter amended or recodified and the departments current level of training. The department may request mutual aid assistance to adequately control, abate, and mitigate all hazardous materials or substances incidents as necessary.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-104. Hazardous materials or substances incidents—Liability for costs.

The incident commander or fire chief is hereby duly authorized to take all reasonable measures to respond to, limit, contain, control, abate, or mitigate the hazardous materials or substances incidents. Any party or parties who creates or causes a hazardous materials or substances incident shall be liable to the city for the payment of all costs as defined above incurred in the response to, limiting, containing, controlling, abating, mitigating or any necessary monitoring of such an incident.

The city will pursue all available remedies at law including but not limited to lis pendens, levy in the nature of tax, and the provisions of this article, against any and all party or parties, jointly and severally, who creates or causes any hazardous material or substances incident.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-105. Responsibility; fees and charges.

- (a) The property owner and/or the party having control over the hazardous materials or substances that creates the hazardous materials or substances emergency shall be held financially liable for any costs as defined above incurred by the city or other governmental entity during or as a result of the emergency. The property owner and/or party having control over such hazardous materials or substances, may provide personnel to assist abatement, removal and remedial measures, provided such personnel have been adequately equipped and trained pursuant to the requirements of state and federal laws. The city shall not be liable for the use of any such personnel. Assistance shall consist of any or all of the following:
 - (1) Informing fire department personnel of all matters pertaining to the incident.
 - (2) Supplying emergency response plan information for the site.
 - (3) Supplying emergency response equipment, personnel and materials.

In all cases the first \$100.00 of costs shall not be charged to the party or parties.

- (b) Costs for hazardous materials emergency response on behalf of the city shall be based upon a yearly schedule as detailed in the municipal fee schedule. Items may include but not be limited to:
 - (1) Engine responses;
 - (2) Hazardous materials unit response;

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- (3) Ladder truck response;
 - (4) Squad truck response;
 - (5) Battalion chief/emergency coordinator response;
 - (6) Reusable entry suits;
 - (7) Monitors;
 - (8) Any other actual costs as defined above of the response to, limiting, containing, controlling, abating, mitigating, or any necessary monitoring of an incident of hazardous materials or substances as defined above.
- (c) Failure to pay the charges as assessed shall give the city the right to levy a lien upon the land or the premises where the hazardous material emergency arose and the levy shall be collected in the same manner as unpaid taxes pursuant to the authority of G.S. 160A-193 or as may be hereinafter amended or recodified.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-106. Reimbursement for hazardous materials or substances emergencies.

Any party or parties responsible shall institute and complete all actions necessary to remedy the effects of a discharge of hazardous materials or substances at no cost to the city. The fire chief or his designee has the authority to remedy the effects of a discharge of hazardous materials or substances by the fire department or by an authorized individual or firm. All costs associated with such remedy shall be done by the owner, operator or other person responsible for the discharge.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-107. Collection and disbursement of funds for cost recovery.

The city fire department and department of finance shall serve as the city's agent for collecting invoices and billing the responsible party for costs. Agencies of the city or other organizations responding to a hazardous material incident at the request of the city will be eligible to submit bills.

Invoices that identify eligible costs under this article shall be submitted to the emergency management coordinator or designee within ten working days after the costs were incurred or identified. Submitted invoices should include sufficient documentation for cost reimbursement (i.e., copies of time sheets for specific personnel, copies of bills for materials, equipment, and supplies procured or used, etc.). Accepting invoices from agencies outside the city shall not incur liability to the city to pay costs from such agencies unless payment has been received by the city from the party or parties.

The finance director or designee shall submit one or a series of consolidated invoice(s) to the party or parties identifying agencies or agents and their specific costs for reimbursement. The responsible party shall issue a certified check to the city within 60 days of receiving any invoice. All funds received under the authority of this article shall be disbursed according to the claims submitted. Where the reimbursement is less than the requested amount, each agency shall receive a pro rata share of such reimbursement as the agencies reimbursable costs bear to the total reimbursable cost. The city shall not be liable to the agency for any deficiency.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-108. Fire incidents involving hazardous materials.

In fire incidents that involve hazardous materials or an exposure to hazardous materials, no fee will be assessed for resources normally associated with fire suppression operations. Costs as defined above shall be assessed for those activities and resources associated with the abatement, control and containment of the hazardous materials involvement or exposure which accrues more than \$100.00 in fees.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-109. Emergency response structure.

The fire chief or his designee has the authority to direct all city agencies and departments involved in the response based on an incident command system. Each agency is responsible to assure its personnel are adequately trained and equipped to operate at their appropriate level of training.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-110. Penalties and abatement.

- (a) Any party or parties whose hazardous materials or substances shall constitute a threat to the public health or safety shall be declared a nuisance and subject to an action of abatement pursuant to G.S. 160A-193 or as may be later amended or recodified.
- (b) Any party or parties who fails to issue a certified check to the city within 60 days of the receipt of the invoice identified in section 34-106 shall accrue an additional civil penalty equal to \$50.00 per day for each amount of \$5,000.00 or less of unpaid costs.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-111. Conflicting ordinances.

All ordinances or portions of ordinances in conflict herewith are hereby repealed.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-112. Severability.

Should any portion of this article be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the article as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-113. Effective date.

This article shall take effect and be in force from and after the date of its ratification.

(Ord. No. 14-117, § 1, 11-13-2014)

Chapter 34 FIRE PREVENTION AND PROTECTION¹

ARTICLE I. IN GENERAL

Sec. 34-1. Disposal of hot ashes.

No person shall empty hot ashes on or near any sweepings, shavings or inflammable material of any kind within the city limits.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-2. Fireworks.

- (a) Except as otherwise provided in this section, it shall be unlawful for any person to possess, store, offer for sale or sell at retail, any kind or type of fireworks of any description within the corporate limits of the city. This subsection shall not apply to fireworks exempted under G.S. 14-414.
- (b) Except as otherwise provided in this section, it shall be unlawful for any person to discharge in any manner any kind or type of fireworks of any description within the corporate limits of the city. This subsection shall not apply to fireworks exempted under G.S. 14-414 or to a public display of fireworks as permitted by the North Carolina Fire Prevention Code and G.S. ch. 58, art. 82A.
- (c) Any person seeking to conduct a public display of fireworks shall obtain a permit and submit a plan in writing at least 15 working days prior to the display to the fire department with the following information:
 - (1) The name of the person, group, or organization responsible for the display;
 - (2) All state pyrotechnic display operator's license card/certificates of the individuals to discharge pyrotechnics;
 - (3) The date and time of the display;
 - (4) The location of the display;
 - (5) The duration of the display;

¹Editor's note(s)—Ord. No. 14-117, § 1, adopted November 13, 2014, amended ch. 34, arts. I—IV, §§ 34-1—34-4, 34-41—34-44, 34-81—34-95, 34-101—34-113, in its entirety. Former ch. 34 pertained to similar subject matter and was derived from Code 1987, §§ 6-1, 6-3, 6-5, 6-21—6-23, 6-46—6-57; Ord. No. 00-49, § 1, adopted June 28, 2000; Ord. No. 01-16, §§ 2(3)(f), 2(4)(d), adopted April 12, 2001; Ord. No. 02-03, § 1, adopted January 10, 2002; Ord. No. 02-12, adopted April 11, 2002; Ord. No. 03-81, §§ 1, 2, adopted September 11, 2003; Ord. No. 06-85, § 1, adopted September 14, 2006; Ord. No. 08-110, §§ 1—3, adopted November 19, 2008 and Ord. No. 13-73, § 1, adopted August 8, 2013.

Cross reference(s)—Civil emergencies, ch. 26.

State law reference(s)—Municipal retirement benefits, G.S. 160A-163; municipal fire protection, G.S. 160A-291 et seq.

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- (6) A narrative description of the display;
 - (7) A site plan showing the following:
 - a. The location of the audience;
 - b. The area affected by the display;
 - c. All buildings, structures and parking lots affected by the display;
 - d. Means of egress;
 - e. Fire protection features and locations;
 - f. PPE to be worn by operators during initiation or electronic firing controls to be utilized by operators during the display.
 - (d) The use of fireworks, pyrotechnic or flame effect devices shall meet the following codes and standards:
 - (1) NFPA 106—Standard for flame effects before an audience.
 - (2) NFPA 1123—Code for fireworks display.
 - (3) NFPA 1126—Standard for the use of pyrotechnics before a proximate audience.
 - (4) North Carolina State Building Code—Fire Prevention Code Chapter 33.
 - (5) North Carolina General Statute Chapter 58, Article 82A.
 - (e) Fireworks found within the city limits except for those exempted by G.S. 14-414 are hereby declared to be contraband and subject to seizure by any member of the fire prevention bureau of the fire department or a law enforcement officer unless possessed by a permittee for a public display of fireworks as permitted by the state fire prevention code.
 - (f) Any person who shall violate the provisions of subsections (a) or (b) shall be guilty of a misdemeanor and shall be punishable by imprisonment up to 30 days or a fine of \$500.00, or both. Violators may be subject to a \$500.00 civil penalty to be recovered in the nature of a debt.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-3. Lock boxes.

- (a) *Required.*
 - (1) All commercial enterprises or industries in the city which use, store or manufacture on-site hazardous materials that must be reported under state right-to-know laws, G.S. 95-173 et seq., or under Title III of the Federal Superfund Amendments and Reauthorization Act and the regulations promulgated thereunder, must have an approved on-site hazardous materials data storage box at each facility where hazardous materials may be found.
 - (2) All facilities which have a system which transmits off-site alarms for fire detection or suppression systems must have an approved on-site lock box which contains keys to provide fire department access in an emergency or alarm activation.
 - (3) Keys in boxes must be kept up-to-date. When locks are changed the fire marshal's office must be notified and new keys provided for the box.
- (b) *Contents, types and location of data storage box.*
 - (1) This data storage box may contain keys providing access to secured portions of the facility. The box shall contain current specific information to assist fire departments and hazardous materials teams

responding to emergencies at the facility including, but not limited to, facility maps or plans showing the type and location of hazardous materials, Tier II forms, lists of chemicals with CAS numbers, chemical safety data sheets, telephone numbers for facility employees and other persons to be contacted in case of such emergencies.

- (2) All information requested on the city fire department data storage sheets must be provided on the forms provided by the city fire department, or in a substantially similar format, and must be placed in the data storage box. Such information must be updated continuously to ensure its accuracy.
- (3) The data storage box itself shall be of the type designated and approved by the city fire department and shall be located at or near the primary entrance to the facility and installed in accordance with directives of the chief of the fire department.

(c) *Violations; enforcement.*

- (1) Violations of this section shall be a misdemeanor punishable by a \$500.00 fine as provided under G.S. 160A-175 and 14-4. Violators may be subject to a \$500.00 civil penalty to be recovered in the nature of a debt. Each day's continuing violation shall constitute a separate offense as provided by G.S. 160A-175(g).
- (2) The municipality may also secure injunctive and other appropriate equitable remedies to ensure compliance with this chapter, as provided by G.S. 160A-175.
- (3) Enforcement actions may be initiated by the inspectors of the city fire department, bureau chief or chief of the fire department.

(d) *Exceptions.*

- (1) Whereas the city recognizes that certain commercial enterprises maintain 24-hour security and emergency responses, such enterprises may propose measures which will provide immediate access to vital information on a 24-hour basis, 365 days per year. This information must meet the criterion of information stored in the lock boxes and be available to initial arriving emergency response vehicles.
- (2) The duplicate copies of the proposal must be sent to the city fire department. Each proposal must specify the means by which the commercial enterprise will provide services equal to that of the lock box program.
- (3) All proposals will be reviewed on an individual basis. Proposals must be renewed on a yearly basis.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-4. Open burning.

- (a) *Definitions.* The following words, terms and phrases, when used in this section, shall have the meanings ascribed to them in this subsection, except where the context clearly indicates a different meaning:

Open burning means the burning of any matter in such a manner that the products of combustion resulting from the burning are emitted directly into the atmosphere without passing through a chimney, or a permitted air pollution control device.

Pile means a quantity of objects or materials stacked or thrown together in a heap, three feet (914 millimeters) or less in diameter and two feet (610 millimeters) or less in height.

Stack means a usually conical shaped pile of debris or material, three feet (914 millimeters) or less in diameter and two feet (610 millimeters) or less in height.

- (b) *Prohibited acts.* No person shall ignite, cause to be ignited, permit to be ignited, allow or maintain, kindle or maintain within the corporate limits of the city any open burning fire.

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- (c) *Exceptions.* Exceptions shall include only the following:
- (1) Training fires set for the purpose of instruction and training of public and industrial employees in the methods of firefighting. Prior to commencement of open burning, the fire department shall be notified. All open burning for this purpose shall meet the requirements of all state regulations.
 - (2) Open fires for cooking, heating, religious and ceremonial fires shall be allowed when such fire is not composed, in whole or substantial part, of leaves or yard waste, and the location of such fire, and the items necessary for its containment, and provided that the emission of smoke and fumes do not irritate, annoy or constitute a nuisance to others. Such fires shall be conducted in accordance with the North Carolina Fire Prevention Code, be contained in a campfire pit meeting the requirements of pile and/or stack, confined to a container no larger than a 55-gallon drum or other device designed for such use. Fuels for such fires must be naturally cut wood, charcoal, propane or natural gas; no construction materials or building materials shall be permitted.
 - (3) Bonfires, public or private, shall require a permit and are subject to approval of the fire department. Approval will be granted on the sole discretion of the fire department based upon:
 - a. The proximity of the proposed fire to dwellings, trees, woods and other structures.
 - b. Facilities available for fire management.
 - c. Atmospheric conditions.
 - d. Type of material to be burnt: must be naturally cut wood, three inches in diameter or smaller; no construction materials or building materials.
 - e. The bonfire shall be no more than five feet by five feet by five feet in dimension and shall burn no longer than three hours.
 - f. Any other consideration judged by the fire department to be required to ensure safe burning.
 - g. Such fires shall be maintained in accordance with the North Carolina Fire Prevention Code.Failure to maintain bonfires in accordance with this section shall constitute fire extinguishment and revocation of the permit.
 - (4) Fires set for the purpose of disposing of waste propellants, explosives or pyrotechnics, including associated contaminated wastes. The fires must be necessary and the waste not able to be disposed of by any other means than burning. No materials shall be imported from off-site for disposal. A permit must be obtained for fires used for this purpose.
 - (5) On the sole discretion of the fire department when there exists an extreme or emergency circumstance which lacks any other reasonable means of disposing of items which need to be disposed of, and not addressed in this section, the fire department may issue a permit to burn. These fires shall be limited to the disposal of material generated during a natural disaster, such as a tornado, hurricane or flood.
 - (6) Fires set as part of commercial film or video production activities for motion pictures and television or fires set as part of a planned civic event designed to educate or otherwise benefit the public.
 - a. The use of fireworks, pyrotechnic or flame effect devices used in conjunction with or to initiate such fires shall meet the following codes and standards:
 1. NFPA 106—Standard for flame effects before an audience.
 2. NFPA 1123—Code for fireworks display.
 3. NFPA 1126—Standard for the use of pyrotechnics before a proximate audience.
 4. North Carolina State Building Fire Prevention Code Chapter 33.

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5. North Carolina General Statute Chapter 58 Article 82A—Pyrotechnics Training and Permitting.
- b. Any person seeking to conduct a fire for such reasons shall obtain a permit and submit a plan in writing at least 15 working days prior to the burn to the fire department with the following information:
 1. The name of the person, group, or organization responsible for the production;
 2. If applicable, state pyrotechnic display operators license card/certificate of the individuals to discharge pyrotechnics;
 3. The date and time of the production;
 4. The location of the production;
 5. The duration of the burn;
 6. A narrative description of the burn;
 7. A site plan showing the following:
 - i. The location of the audience;
 - ii. The area affected by the burn;
 - iii. Means of egress;
 - iv. Fire protection features and locations.
 8. PPE to be worn by operators during initiation or electronic firing controls to be utilized by operators during the display.
- (d) *Violations and enforcement.*
- (1) The fire official shall have the authority to summarily abate any condition that is in violation of this section and that presents an immediate fire hazard to life or property.
 - (2) Any open burning in violation of this section shall be extinguished by the responsible party or the fire department.
 - (3) All costs incurred by the city for enforcement of this section will be the responsibility of the party in violation of this section and will be added to the fine.
 - (4) A civil fine shall be issued to any person or company violating the provisions of this section. The civil fine for residential violations shall be \$50.00 and \$100.00 for any repeat violation. The civil fine for commercial violations of this section shall be \$500.00 per stack or pile and \$1,000.00 per stack or pile for any repeat violation by the same person or company.
 - (5) Violations of this section shall be a misdemeanor as provided under G.S. 160A-175 and 14-4. Each day's continuing violation shall constitute a separate offense as provided by G.S. 160A-175(g).

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-5. False alarms.

- (a) *False fire alarms defined.* A fire alarm means the activation of a fire alarm system through mechanical or electronic failure, malfunction, improper installation, or the intentional acts or negligence of the alarm user, his/her employees or agents, to summon fire department personnel, unless fire department response was cancelled by the alarm company (designated by the alarm user) prior to fire department personnel arrival on

the scene. An alarm is false within the meaning of this chapter when, upon inspection by the fire department, evidence indicates that no fire, smoke or other condition exists in or on the premises which would have activated a properly functioning fire alarm system. Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably be determined by the investigating officer to have been caused or activated by a violent condition of nature including but not limited to flood, hurricane, lightning, blizzard or other similar condition outside the alarm user's control. In addition, an alarm activated during an alarm system testing procedure shall not be considered a false alarm if the alarm user first notifies the fire department and notifies and receives permission from the user's alarm company, or designee, to test the system. This section shall not apply to burglar alarms or other types of alarms to which fire department response is neither required nor customary. (Reference Chapter 36 for additional information regarding alarms responded to by entities other than the fire department.)

- (b) *Civil penalty for false alarms.* No civil penalty shall be incurred for the first or second false alarms occurring during any rolling 90-day period. The third occurrence of a false alarm in any 90-day rolling period shall result in a civil penalty of \$250.00 or as specified in the then-current fees, rates and charges schedule adopted as part of the city annual operating budget. Each additional false alarm, in excess of three, occurring in the same rolling 90-day period shall result in additional civil penalties in accordance with this section. For the purpose of this section, a "rolling" time period shall begin on the date of the first event and end 90 days from that date if no further events occur. If additional events occur prior to the date that is 90 days from the date of the first event, the 90 days may "roll" forward until such time as 90 days pass without the occurrence of an event.
- (c) *Duties of the alarm user, his/her employees or agents:*
- (1) Users shall maintain the alarm system and related premises in a manner that will reduce or eliminate false alarms.
 - (2) Users shall respond to or cause a representative to respond to the alarm system's location within 30 minutes of being notified by the city fire department and/or city emergency communications to deactivate an alarm system; provide right of entry to the premises; provide alternative security for the premises; and/or take control of the premises upon fire department release of the premises and departure.
 - (3) Users shall not manually activate an alarm system for any reason other than for the systems intended purposes; to perform an emergency evacuation drill (fire drill) as required the North Carolina Fire Code; or to perform routine maintenance as prescribed by alarm system provider, and only after notice to and permission for such testing from the alarm company and the city fire department.
 - (4) Failure to follow the requirements of this section shall result in a fine of \$250.00 per occurrence. This fine shall be assessed in addition to any other fines assessed under other sections of this chapter. In addition to this fine, neither the responding officer, nor the city fire department shall have, nor assume any responsibility for securing, guarding or otherwise protecting any real or personal property that may have become exposed during the event resulting in the alarm. In addition to any fines under this section, the property owner and/or alarm user may be prosecuted for violation of section 30-204(4) et seq. regarding prohibited noises.

(Ord. No. 14-117, § 1, 11-13-2014)

Secs. 34-6—34-40. Reserved.

ARTICLE II. FIRE DEPARTMENT²

Sec. 34-41. Composition.

The fire department of the city shall consist of a chief, deputy chiefs, and one or more regular organized companies of paid members. The number of paid members of the fire department shall be determined from time to time by the city council.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-42. Membership qualifications.

The members of the regular fire companies shall not be less than 18 years of age.

(Ord. No. 14-117, § 1, 11-13-2014)

State law reference(s)—Age of minors, G.S. 48A-2; qualifications for appointment to city office, G.S. 160A-60.

Sec. 34-43. Fire chief.

- (a) The fire chief or his designee shall have control at all fires.
- (b) The fire chief or his designee shall investigate the origin of all fires as required by G.S. 58-79-1 and shall make an annual written report of all fires investigated to the city council.

(Ord. No. 14-117, § 1, 11-13-2014)

Cross reference(s)—Administration, ch. 2.

State law reference(s)—Investigation of fires, inspection of premises, G.S. 69-1 et seq.; duties of fire chief, G.S. 160A-292.

Sec. 34-44. Duties of fire chief.

The duties of the fire chief or his designee shall be to preserve and care for fire apparatus and equipment, have charge of fighting and extinguishing fires and training the fire department, seek out and have corrected all places and conditions dangerous to the safety of the city and its citizens from fire, provide public education on fire and life safety concerns and make annual reports to the city council concerning these duties. If these duties include state building code enforcement, they shall follow the provisions as defined in G.S. 143-151.13.

(Ord. No. 14-117, § 1, 11-13-2014)

State law reference(s)—Municipal fire protection, G.S. 160A-291 et seq.

²State law reference(s)—Municipal fire protection, G.S. 160A-291 et seq.

Secs. 34-45—34-80. Reserved.

ARTICLE III. FIRE PREVENTION CODE

Sec. 34-81. Adoption.

- (a) There is hereby adopted by reference the 2012 North Carolina Building Code and Appendices B, C, D and revisions. The provisions of such code shall be controlling within the limits of the city.
- (b) The permits required by the fire marshal's office shall be listed on the fire department inspection fee schedule.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-82. Fire marshal's office; establishment and duties.

The North Carolina Fire Code of the state building code shall be enforced by the fire marshal's office in the fire department of the city, which is hereby established and which shall be operated under the supervision of the bureau chief.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-83. District chief; appointment.

The district chief in charge of the fire marshal's office shall be appointed by the chief of the fire department.

(Ord. No. 14-117, § 1, 11-13-2014)

Cross reference(s)—Administration, ch. 2.

Sec. 34-84. Inspectors.

The fire chief may detail such members of the department as inspectors as shall from time to time be necessary.

(Ord. No. 14-117, § 1, 11-13-2014)

Cross reference(s)—Administration, ch. 2.

Sec. 34-85. Periodic inspections.

- (a) Subject to the limitations and conditions stated in the state building code, it shall be the duty of the district chief to inspect or cause to be inspected all buildings, structures and premises within his jurisdiction for the purposes of ascertaining and causing to be corrected any condition which may cause fire or explosion, endanger life from fire or explosion, or any violations of the provisions of the code, or any other ordinances pertaining to fire or explosion hazards in accordance with the minimum periodic inspection schedule for occupancies approved by the state building code council, or upon complaint by interested parties or if there is given probable cause for such inspection.

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- (b) Fire inspections shall be conducted on all occupancies, except those exempted in Section 102.13 of the North Carolina Fire Code, at a frequency not less than the schedule listed in Section 106 of the North Carolina Fire Code.

Nothing in this section shall prevent inspection from being conducted at more frequent intervals than listed in the schedule.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-86. Penalties.

- (a) *Criminal penalties.* Any person who shall violate or fail to comply with any provisions of this Code shall be guilty of a Class 3 misdemeanor and shall be fined not more than \$50.00. Each 30 days that such violation continues shall constitute a separate and distinct criminal offense.
- (b) *Civil penalties.* In addition to or in lieu of criminal penalties set forth in subsection (a), violation of or failure to comply with the provisions of this Code shall, at the election of the city, subject the offender to a civil penalty in the amount of \$500.00 or as specified in the then-current fees, rates and charges schedule adopted as part of the city annual operating budget upon the issuance of a citation for such violation as provided in this article. Each day's continuing violation shall constitute a separate offense as provided by G.S. 160A-175(g).
- (c) *Equitable relief.* In addition to the criminal and civil penalties set out in subsections (a) and (b), any provision of this Code may be enforced by an appropriate equitable remedy, including but not limited to injunctive relief or order of abatement, issuing from a court of competent jurisdiction in accordance with subsection 1-6(h) and with the provisions of the state general statutes.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-87. Notice of violation; methods of service.

- (a) *Notice of violation.*
- (1) Fire inspectors of the fire marshal's office shall issue notices of violation when such fire inspectors have reasonable cause to believe that any person has violated any provision of this Code.
 - (2) The notice of violation shall include specific factual information setting out the nature of the violation, the code section violated, the date of the violation and an order to immediately cease the violation or, if the violation is in the nature of an infraction for which an order of abatement would be appropriate in a civil proceeding, stating a reasonable period of time in which the violation must be abated. The notice of violation shall specify that failure to comply with the code shall incur a civil penalty. The notice shall include appropriate information regarding how to schedule a hearing or other appropriate procedure to appeal the violation.
 - (3) Any other provisions of this Code notwithstanding, the following types of violations are hereby declared to constitute an imminent threat to the health, safety and general welfare of the inhabitants of the city and may result in the immediate citation for civil penalties without the necessity of any prior notice of the violation:
 - a. Violation of any provision of Chapter 10 of the Fire Code provisions of the North Carolina Building Code;
 - b. Any violation related to removal, tampering with or otherwise disturbing any fire hydrant, fire detection and alarm system, fire suppression system, or other fire appliance required by this

Code except for the purpose of extinguishing fire, training purposes, recharging or making necessary repairs, or when approved by the code official;

- c. Any overcrowding violations;
 - d. Any assault on a city official;
 - e. Any violation of the North Carolina Fire and Building Codes that in the opinion of the fire official constitutes an imminent fire or life safety hazard to the inhabitants of the city.
- (4) Any second violation of the same section of this Code or of the North Carolina Fire Code portion of the North Carolina International Building Code shall result in an immediate citation for civil penalties without the necessity of any prior notice of the violation.
- (b) *Methods of service.*
- (1) The service of notices, citations, orders or any other document related to violations of the code shall be made in accordance with the requirements set forth in section 1-6.
 - (2) When buildings or other premises are occupied by one other than the owner under a lease or other agreement, the orders or notices issued to correct violations of the code shall apply to and shall be served upon the occupant; provided, however, that the record owner shall be served with a copy of the document served upon the tenant. Where the order or notice requires corrective actions that do not involve additions or changes to the premises themselves which may become part of the real property of the owner, then, failure to deliver an order or notice to the owner, if other than the occupant, shall not invalidate such order or notice. Where the order or notices require the making of additions to or changes in the premises themselves which may become part of the real property of the owner, then, in such cases, the orders or notices shall be issued to the owner of the premises or real property, and may also be issued to the occupant.
- (c) If the violator does not pay the penalty within the time frame set forth in the notice of violation, a civil citation may be issued to the violator or person responsible assessing a civil penalty in accordance with subsection (b). The civil citation shall meet the requirements set forth in section 1-6.
- (d) If the violation is not corrected and/or the civil penalty is not paid within the time allowed, the fire marshal may proceed with any of the remedies listed above including, but not limited to, criminal charges against the violator.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-88. Permits.

- (a) It shall be the duty of the fire marshal's office to evaluate applications and issue, if approved, all special use permits as listed on the fire inspection fee schedule. This schedule may be revised upon approval of the city council. Applications for special use permits shall be made on forms provided by the city.
- (b) Fees for inspections, special use permits and other fire department services shall be set out in a fee schedule. Printed schedules of the fees shall be available to the public at the fire marshal's office, city website and the city clerk's office. A billing statement for charges listed on the schedule may be sent to the owner/occupant by the city finance department.
- (c) Applications for permits required pursuant to the North Carolina Fire Code shall be made to the fire marshal's office on forms provided by the city. The applicable permit fee as established by the city shall accompany all applications. The required permit fees shall be set out in a fee schedule. Printed schedules of the permit fees shall be available to the public at the fire marshal's office, city website and city clerk's office.

The bureau chief is authorized to waive the permit fee for governmental, religious or charitable organizations.

- (d) The following optional permits as listed in Section 105.6 of the North Carolina Fire Code are adopted as mandatory within the city:

Hazardous materials 105.6.20, and

Hazardous materials facilities 105.6.21.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-89. Water supply—General.

- (a) *Required fire flow.* Fire flow requirements for new occupancies and additions shall be determined by utilizing one of the following approved methods:

(1) ISO — Guide for the Determination of Needed Fire Flow.

(2) North Carolina Fire Code Appendix B.

- (b) *Fire hydrants.* Fire hydrant coverage shall not exceed the limits established in Chapter 5 and Appendix C of the North Carolina Fire Code to the most remote point of any building covered by the state fire prevention code. The distance shall be measured along an approved path of travel for the fire apparatus.

- (c) *Modification of distance requirements.* Where warranted, the fire official shall have the authority to modify the distance requirements in subsection (b) based on the nature, construction and square footage of the occupancy.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-90. Code requirements for fire service water mains, fire hydrants and fire connections on private property.

- (a) *Fire service water mains.*

(1) Fire service water mains shall be installed in accordance with approved plans and the city engineering and water resources department requirements and specifications for water main construction. Fire service mains shall also be installed in accordance with the National Fire Protection Association standard for the installation of private fire service mains and their appurtenances, NFPA 24. Conflicting provisions of the city engineering and water resources department specifications and NFPA 24 requirements should be reported to the city fire marshal's office.

(2) Fire service water mains, water meters and other appurtenances shall be designed to provide the minimum combined required sprinkler demand (if applicable) and needed fire flow at 20 pounds per square inch residual pressure at the hydraulically most difficult fire hydrant.

a. It is assumed that other fire hydrants, if provided, will provide a greater quantity of water at the same residual pressure.

(3) Required fire flow will be determined utilizing one of the following approved methods:

a. ISO — Guide for the Determination of Needed Fire Flow.

b. North Carolina Fire Code Appendix B.

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- (4) Water flow testing will be conducted at the time of the Certificate of Occupancy to determine that the water system meets the water supply quantities determined in subsection (a)(2). Failure to meet the water flow requirements in item number [subsection (a)](2) will result in denial of certificate of occupancy.
- (b) *Fire hydrants.* Fire hydrant coverage shall not exceed the limits established in Chapter 5 and Appendix C of the North Carolina Fire Code, to the most remote point of any building covered by the state fire prevention code.
- (1) For proper measurement, start at the fire hydrant and measure along the same path of travel as a fire truck would use. Do not measure according to the term "as the crow flies."
 - (2) The approach route of firefighting apparatus should be kept in mind as fire hydrant locations are determined. Fire hydrants should be located so that the fire apparatus will not have to go past the fire to catch a fire hydrant, then double back to the fire.
 - (3) Fire hydrants shall be installed and painted according to the city engineering and water resources department specifications.
 - (4) Each fire hydrant must be readily visible and within six feet of the curblin. No obstructions are permitted between the hydrant and the curblin.
 - (5) All obstructions, such as fences, trees, shrubs, signs, etc., shall be at least three feet from the fire hydrant in all directions. The city shall have the right to cut, trim or remove obstructions to the extent and for the purpose of correcting such hazards.
 - (6) The five-inch storz connection of the fire hydrant shall always face the curb.
 - (7) The nut of the storz connection cap shall be no less than 18 inches nor more than four feet above grade.
- (c) *Fire department connections.* The fire department connections for standpipe or sprinkler systems are important supplements to normal water supplies. Under fire conditions, these devices permit the fire department to increase the water supply and pressure to fire protection systems which may be materially reduced by a larger number of sprinklers operating or by the use of hose streams from standpipe risers.
- (1) Minimum size pipe shall be four-inch diameter.
 - (2) All fire department inlet pumper connections for commercial buildings shall have, at least, one five-inch storz connection and protective cap.
 - (3) The fire department connections at buildings provided with more than two standpipe risers shall have one five-inch storz connection and protective cap, for each additional standpipe riser.
 - (4) Fire department connections on residential structures with residential sprinkler systems shall have one single two and one-half-inch National Standard threads swivel connection.
 - (5) All fire department connections shall be located not less than 18 inches, nor more than five feet above finished grade.
 - (6) All fire department connections shall be provided a clear space of ten feet horizontally and vertically in all directions.
 - (7) All fire department connections shall be readily visible and not more than 50 feet from a street, fire lane or similar area providing access to fire department apparatus. The area between the connection and vehicular access shall be free of obstructions.
 - (8) There shall be an approved pumper fire hydrant within 200 feet of the fire department connection measured along an approved path of travel for the fire apparatus.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-91. Installation, inspection and maintenance of private fire hydrants and private water system components.

- (a) *Installation.* All newly installed private fire hydrants and private water systems shall be installed in accordance with and subject to the city's ordinances, policies, and standard specifications; NCAC Title 15A, Subchapter 18C *Water Supplies*; and NFPA 24 *Standard for the Installation of Private Fire Service Mains and Their Appurtenances*.
- (b) *Inspection and maintenance.* The owner of a private water system shall have all fire hydrants and water system components tested and inspected by a contractor licensed by the state or a certified operator as defined in NCAC Title 15A, Subchapter 18C. Testing and inspection shall occur within the required maintenance periods specified in NFPA 25 *Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems*.
- (c) *Repairs.* The owner of a private water system shall be responsible for the repairs or replacement of any damaged, broken, and/or inoperable hydrants and/or water system components; and shall have all fire hydrant and/or water system component repairs or replacements conducted by a contractor licensed by the state in accordance with NCAC Title 15A, Subchapter 18C and NFPA 25 *Standard for the Inspection, Testing and Maintenance of Water-Based Fire Protection Systems*.
- (d) *Violations.* Any person who fails to comply with the provisions of this section shall be subject to penalties in accordance with section 34-86.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-92. Reserved.

Editor's note(s)—Ord. No. 14-117, § 1, adopted November 13, 2014, repealed § 34-92 in its entirety. Former § 34-92 pertained to airport fire protection and was derived from Code 1987, § 6-57; Ord. No. 06-85, § 1, adopted September 14, 2006 and Ord. No. 13-73, § 1, adopted August 8, 2013.

Sec. 34-93. Fire lanes.

- (a) Fire lanes shall be designated at all locations within the authority and jurisdiction of the city in accordance with the North Carolina Fire Code and as approved by the fire code official.
- (b) Fire lanes installed shall conform to the requirements of the North Carolina Fire Code and shall be approved by the fire code official prior to installation.
- (c) Fire lanes shall be installed in accordance with the specifications on file at the fire marshal's office.
- (d) Roadways, driveways and access ways shall not be marked as fire lanes without first obtaining approval from the fire department. Detailed plans showing the location of the lanes may be required to determine whether or not any proposed markings meet specifications established and on file at the fire marshal's office.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-94. Signs and marking.

- (a) All fire lanes and access roads must be marked with signs indicating "no parking fire lane" as described in the specifications on file at the fire marshal's office.
- (b) Existing non-compliant fire lanes shall continue in effect as installed until such time as they are in need of re-stripping due to wear or re-paving. When re-stripped, existing fire lanes shall be installed to current specifications.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-95. Violations and enforcement.

- (a) Any person who parks a vehicle in, obstructs, or allows the obstruction of a designated fire lane shall be liable for a civil penalty of \$100.00 upon receipt of a citation issued by the fire or police chief or any designee of either.
- (b) Any vehicle or object obstructing a designated fire lane, whether public or private, may be towed or removed without prior notification of the owner, and at the owner's expense.
- (c) The registered owner of the vehicle parked in the fire lane shall be responsible for all civil penalties issued and any towing or related charges accruing hereunder.
- (d) Civil penalties due hereunder shall be collected under the provisions set forth in section 1-6.

(Ord. No. 14-117, § 1, 11-13-2014)

Secs. 34-96—34-100. Reserved.

ARTICLE IV. RESPONSE TO HAZARDOUS MATERIALS EMERGENCIES

Sec. 34-101. Definitions.

Cost(s) shall mean all costs incurred for response to, limitation of, containment of, control of, abatement of, or mitigation of hazardous materials or substances emergencies and/or disposal of hazardous materials or substances or remedial action as a result directly or indirectly of a hazardous materials or substances incident including but not limited to:

- (1) Costs of any health assessment or health effects study and related treatment carried out for responding personnel or other persons.
- (2) Labor, including but not limited to benefits, overtime and administrative overhead.
- (3) The cost of operating, leasing, maintaining, repairing, and replacement of any equipment.
- (4) Contract labor or equipment.
- (5) Materials, including but not limited to, absorbents, foam, dispersants, overpack drums, or containers.
- (6) Supervision of response to, limitation, containment control, abatement, or mitigation or clean up.
- (7) Labor or equipment obtained for, from, or by the city, its departments, employees or agents, or other local, state or federal agencies.

Fire chief shall mean the chief of the fire department or fire district that responded to a hazardous material incident.

Having control over or had control over shall include but not be limited to any person using, transferring, storing or transporting a hazardous material immediately prior to release of such hazardous material on to the land or into the air or the waters of the city as currently defined in G.S. 143-215.77 or as may be hereinafter amended or recodified.

Hazardous material shall include, but not be limited to, any substance or material in any form or quantity that poses an unreasonable risk to safety, health, or property or as currently defined in G.S. 143-215.75 or as may be hereinafter amended or recodified.

Hazardous material incident shall include, but not be limited to, actual or threatened release of hazardous substances or materials that pose an immediate threat to the health, safety or welfare of the population, including hazardous waste.

Hazardous material response shall include, but not be limited to, the sending of equipment to limit, contain, control, abate, or mitigate hazardous materials which endanger the health or safety of persons or the environment.

Hazardous substance shall include, but not be limited to, any material which when discharged may be harmful to the public health or welfare, including, but not limited to, fish, shellfish, wildlife, and public or private property, shorelines and beaches.

Incident commander shall mean the senior official or officials of the fire department or other public agency in charge at the site of a hazardous material incident.

Party or parties shall mean, jointly and severally, the person(s):

- (1) Whose negligent or intentional act or omission caused a release; or
- (2) Who owned or had custody or control of, the hazardous substance or waste at the time of such release without regard to fault or proximate cause; or
- (3) Who owned or had custody or control of the container which held the hazardous substance at the time of or immediately prior to such release without regard to fault or proximate cause; or
- (4) Who owned or had custody or control of the real property upon which the hazardous substance was located at the time of or immediately prior to such release without regard to fault or proximate cause and who had knowledge, actual or implied, of the location of the hazardous material.

"Party or parties" shall also include but not be limited to one or more corporations or partnerships, facilities, or other types of business entities.

Person(s) shall include but not be limited to individuals, firms, partnerships, associations, institutions, corporations, and local, state or federal government.

Personal protective clothing (PPE) means the equipment provided to shield or isolate a person from the chemical, physical, and thermal hazards that can be encountered at hazardous materials/weapons of mass destruction (WMD) incidents.

Release shall mean any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into the environment (including the abandonment or discarding of barrels, containers, and other receptacles containing any hazardous material or substance or waste or pollutant or contaminant).

Response shall mean a phase of emergency management that occurs during and immediately following an incident and provides emergency assistance to victims of the event and reduces the likelihood of secondary damage.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-102. Purpose and authority.

The fire chief or his designee shall have the authority to summarily limit, contain, control, abate, or mitigate hazardous materials or substances emergencies that generally endanger the health or safety of the general public. The fire chief or his designee shall have the authority to enter public or private property, with or without the property owner's consent, to respond to and mitigate such hazardous materials or substances emergencies whenever there is a threat, (real or perceived) to public safety. The fire chief or his designee shall determine the type, amount, and quantity of equipment and personnel required to adequately limit, contain, control, abate, or mitigate all hazardous materials or substances incidents.

Hazardous materials or substances incidents shall include but not be limited any reportable or non-reportable chemical in any reportable or non-reportable quantity that has been released and poses an eminent danger to the safety and welfare of the public or environment. Hazardous materials or substances may include but are not limited to:

- (1) Explosives.
- (2) Poison gas.
- (3) Flammable solids.
- (4) Flammable gas.
- (5) Non-flammable gas.
- (6) Radioactive elements.
- (7) Organic peroxide.
- (8) Corrosives.
- (9) Cryogenics.
- (10) Etiological/infectious agents and medical waste.
- (11) Flammable liquids.
- (12) Combustible liquids.
- (13) Oxidizers.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-103. Response to hazardous materials or substances emergencies—Level of training.

The city fire department will operate at the appropriate level of emergency response as defined by OSHA 1910.120 or as may be hereinafter amended or recodified and the departments current level of training. The department may request mutual aid assistance to adequately control, abate, and mitigate all hazardous materials or substances incidents as necessary.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-104. Hazardous materials or substances incidents—Liability for costs.

The incident commander or fire chief is hereby duly authorized to take all reasonable measures to respond to, limit, contain, control, abate, or mitigate the hazardous materials or substances incidents. Any party or parties who creates or causes a hazardous materials or substances incident shall be liable to the city for the payment of all costs as defined above incurred in the response to, limiting, containing, controlling, abating, mitigating or any necessary monitoring of such an incident.

The city will pursue all available remedies at law including but not limited to lis pendens, levy in the nature of tax, and the provisions of this article, against any and all party or parties, jointly and severally, who creates or causes any hazardous material or substances incident.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-105. Responsibility; fees and charges.

(a) The property owner and/or the party having control over the hazardous materials or substances that creates the hazardous materials or substances emergency shall be held financially liable for any costs as defined above incurred by the city or other governmental entity during or as a result of the emergency. The property owner and/or party having control over such hazardous materials or substances, may provide personnel to assist abatement, removal and remedial measures, provided such personnel have been adequately equipped and trained pursuant to the requirements of state and federal laws. The city shall not be liable for the use of any such personnel. Assistance shall consist of any or all of the following:

- (1) Informing fire department personnel of all matters pertaining to the incident.
- (2) Supplying emergency response plan information for the site.
- (3) Supplying emergency response equipment, personnel and materials.

In all cases the first \$100.00 of costs shall not be charged to the party or parties.

(b) Costs for hazardous materials emergency response on behalf of the city shall be based upon a yearly schedule as detailed in the municipal fee schedule. Items may include but not be limited to:

- (1) Engine responses;
- (2) Hazardous materials unit response;
- (3) Ladder truck response;
- (4) Squad truck response;
- (5) Battalion chief/emergency coordinator response;
- (6) Reusable entry suits;
- (7) Monitors;
- (8) Any other actual costs as defined above of the response to, limiting, containing, controlling, abating, mitigating, or any necessary monitoring of an incident of hazardous materials or substances as defined above.

(c) Failure to pay the charges as assessed shall give the city the right to levy a lien upon the land or the premises where the hazardous material emergency arose and the levy shall be collected in the same manner as unpaid taxes pursuant to the authority of G.S. 160A-193 or as may be hereinafter amended or recodified.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-106. Reimbursement for hazardous materials or substances emergencies.

Any party or parties responsible shall institute and complete all actions necessary to remedy the effects of a discharge of hazardous materials or substances at no cost to the city. The fire chief or his designee has the authority to remedy the effects of a discharge of hazardous materials or substances by the fire department or by an authorized individual or firm. All costs associated with such remedy shall be done by the owner, operator or other person responsible for the discharge.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-107. Collection and disbursement of funds for cost recovery.

The city fire department and department of finance shall serve as the city's agent for collecting invoices and billing the responsible party for costs. Agencies of the city or other organizations responding to a hazardous material incident at the request of the city will be eligible to submit bills.

Invoices that identify eligible costs under this article shall be submitted to the emergency management coordinator or designee within ten working days after the costs were incurred or identified. Submitted invoices should include sufficient documentation for cost reimbursement (i.e., copies of time sheets for specific personnel, copies of bills for materials, equipment, and supplies procured or used, etc.). Accepting invoices from agencies outside the city shall not incur liability to the city to pay costs from such agencies unless payment has been received by the city from the party or parties.

The finance director or designee shall submit one or a series of consolidated invoice(s) to the party or parties identifying agencies or agents and their specific costs for reimbursement. The responsible party shall issue a certified check to the city within 60 days of receiving any invoice. All funds received under the authority of this article shall be disbursed according to the claims submitted. Where the reimbursement is less than the requested amount, each agency shall receive a pro rata share of such reimbursement as the agencies reimbursable costs bear to the total reimbursable cost. The city shall not be liable to the agency for any deficiency.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-108. Fire incidents involving hazardous materials.

In fire incidents that involve hazardous materials or an exposure to hazardous materials, no fee will be assessed for resources normally associated with fire suppression operations. Costs as defined above shall be assessed for those activities and resources associated with the abatement, control and containment of the hazardous materials involvement or exposure which accrues more than \$100.00 in fees.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-109. Emergency response structure.

The fire chief or his designee has the authority to direct all city agencies and departments involved in the response based on an incident command system. Each agency is responsible to assure its personnel are adequately trained and equipped to operate at their appropriate level of training.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-110. Penalties and abatement.

- (a) Any party or parties whose hazardous materials or substances shall constitute a threat to the public health or safety shall be declared a nuisance and subject to an action of abatement pursuant to G.S. 160A-193 or as may be later amended or recodified.
- (b) Any party or parties who fails to issue a certified check to the city within 60 days of the receipt of the invoice identified in section 34-106 shall accrue an additional civil penalty equal to \$50.00 per day for each amount of \$5,000.00 or less of unpaid costs.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-111. Conflicting ordinances.

All ordinances or portions of ordinances in conflict herewith are hereby repealed.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-112. Severability.

Should any portion of this article be declared invalid or unconstitutional by any court of competent jurisdiction, such declaration shall not affect the validity of the article as a whole or any part thereof which is not specifically declared to be invalid or unconstitutional.

(Ord. No. 14-117, § 1, 11-13-2014)

Sec. 34-113. Effective date.

This article shall take effect and be in force from and after the date of its ratification.

(Ord. No. 14-117, § 1, 11-13-2014)

AN ORDINANCE AMENDING PORTIONS OF CHAPTER 34 OF THE CONCORD CODE OF ORDINANCES

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

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

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

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

Section 1. All references to the North Carolina Fire Prevention Code are hereby deleted and replaced with North Carolina Fire Code.

Section 2. All references to district chief are hereby deleted and replaced with division chief.

Section 3. That Article I Chapter 34, **Section 34-2-Fireworks**, of the Concord Code of Ordinances be hereby amended and restated as follows:

Sec. 34-2(d)(4) – North Carolina State Building Code – Fire Code Chapter 56.

Section 4. That Article I Chapter 34, **Section 34-3 – Lock boxes** of the Concord Code of Ordinances be hereby amended and restated as follows:

(a) Required.

(1) All commercial enterprises or industries in the city which use, store or manufacture, process or produce hazardous materials that must meet the criteria of a Class C or D hazardous substance under G.S. 95-191 et seq , or under Title III of the Federal Superfund Amendments and Reauthorization Act and the regulations promulgated thereunder, must have an approved on-site hazardous materials data storage box at each facility where hazardous materials may be found.

(b) Contents, types and location of data storage box.

(2) All information requested on the city fire department data storage sheets must be provided on the forms provided by the city fire department, or in a substantially similar format, and must be placed in the data storage box. Such information must be kept up to date to ensure its accuracy.

(c) Violations; enforcement.

(2) The city may also secure injunctive and other appropriate equitable remedies to ensure compliance with this chapter, as provided by G.S. 160A-175.

(d) Exceptions.

(1) Whereas the city recognizes that certain commercial enterprises maintain 24-hour on-site security and emergency responses, such enterprises may propose measures which will provide immediate access to vital information on a 24-hour basis, 365 days per year. This information must meet the criteria of information stored in the lock boxes and be available to initial arriving emergency response vehicles.

Section 5. That Article 1, Chapter 34 **Section 34-4 – Open burning** of the Concord Code of Ordinances be hereby amended and restated as follows:

(c) *Exceptions*. Exceptions shall include only the following:

(3) Bonfires, public or private, shall require a permit and are subject to approval of the fire department. Approval will be granted on the sole discretion of the fire department based upon:

- a. The proximity of the proposed fire to dwellings, trees, woods and other structures.
- b. Facilities available for fire management.
- c. Atmospheric conditions.
- d. Type of material to be burnt: must be naturally cut wood, three inches in diameter or smaller; no construction materials or building materials.
- e. The bonfire shall be no more than five feet by five feet by five feet in dimension and shall burn no longer than three hours.
- f. Any and all other factors considered by the fire department to be required to ensure safe burning.
- g. Such fires shall be maintained in accordance with the North Carolina Fire Code. Failure to maintain bonfires in accordance with this section shall constitute fire extinguishment and revocation of the permit.

(4) Fires set for the purpose of disposing of waste propellants, explosives or pyrotechnics, including associated contaminated wastes must be necessary and the waste not able to be disposed of by any other means than burning. No materials shall be imported from off-site for disposal. A permit must be obtained for fires used for this purpose.

(5) At the sole discretion of the fire department, when there exists an extreme or emergency circumstance which lacks any other reasonable means of disposing of items which need to be disposed of, and not addressed in this section, the fire department may issue a permit to burn. These fires shall be limited to the disposal of material generated during a natural disaster, such as tornado, hurricane or flood.

(6) Fires set as part commercial film or video production activities for motion pictures and television or fires set as part of a planned civic event designed to educate or otherwise benefit the public:

- a. The use of fireworks, pyrotechnic or flame effect devices used in conjunction with or to initiate such fires shall meet the following codes and standards:
 - 1. NFPA 160- Standard for flame effects before an audience.
 - 2. NFPA 1123 – Code for fireworks display.
 - 3. NFPA 1126 – Standard for the use of pyrotechnics before a proximate audience.
 - 4. North Carolina State Building Fire Prevention Code Chapter 56.
 - 5. North Carolina General Statute Chapter 58 Article 82A – Pyrotechnics Training and Permitting.
- b. Any person seeking to conduct a fire for such reasons shall obtain a permit and submit a plan in writing to the fire department at least 15 working days prior to the burn with the following information:
 - 1. The name of the person, group, or organization responsible for the production;
 - 2. If applicable, state pyrotechnic display operator license card/certificate of the individuals to discharge pyrotechnics;
 - 3. The date and time of the production;
 - 4. The location of the production;
 - 5. The duration of the burn;
 - 6. A narrative description of the burn;
 - 7. A site plan showing the following:

- i. The location of the audience;
 - ii. The area affected by the burn;
 - iii. Means of egress;
 - iv. Fire protection features and locations.
8. PPE must be worn by operators during initiation or electronic firing controls to be utilized by operators during the display.

(d) Violations and enforcement.

- (1) The fire official shall have the authority to summarily abate any condition that is in violation of this section and that presents an immediate fire hazard to life or property.
- (2) Any open burning in violation of this section shall be extinguished by the responsible party or the fire department.
- (3) All costs incurred by the city for enforcement of this section will be the responsibility of the party in violation of this section and will be added to the fine.
- (4) A civil fine shall be issued to any person or company violating the provisions of this section. The civil fine for residential violations shall be \$50.00 and \$100.00 for any repeat violation. The civil fine for commercial violations of this section shall be \$500.00 per stack or pile and \$1,000.00 per stack or pile for any repeat violation by the same person or company.
- (5) Violations of this section shall be a misdemeanor as provided under G.S. 160A-175 and 14-4. Each day's continuing violation shall constitute a separate and distinct offense as provided by G.S. 160A-175(g).

Section 6. That Article I, Chapter 34, **Section 34-5. False Alarms**, of the Concord Code of Ordinances be hereby amended and restated as follows:

Sec. 34-5. False alarms.

- (a) *False alarms defined.* A false fire alarm means the activation of a fire alarm system through mechanical or electronic failure, malfunction, improper installation, or the intentional acts or negligence of the alarm user, his/her employees or agents, to summon fire department personnel, unless fire department response was cancelled by the alarm company (designated by the alarm user) prior to fire department personnel arrival on the scene. An alarm is false within the meaning of this chapter when, upon inspection by the fire department, evidence indicates that no fire, smoke or other condition exists in or on the premises which would have activated a properly functioning fire alarm system. Notwithstanding the foregoing, a false alarm shall not include an alarm which can reasonably be determined by the investigating officer to have been caused or activated by a violent condition of nature including but not limited to flood, hurricane, lightning, blizzard or other similar condition outside the alarm user's control. In addition, an alarm activated during an alarm system testing procedure shall not be considered a false alarm if the alarm user first notifies the fire department and notifies and receives permission from the user's alarm company, or designee, to test the system. This section shall not apply to burglar alarms or other types of alarms to which fire department response is neither required nor customary. (Reference Chapter 36 for additional information regarding alarms responded to by entities other than the fire department.)
- (b) *Civil penalty for false alarms.* No civil penalty shall be incurred for the first or second false alarm occurring during any rolling 90-day period. The third occurrence of a false alarm in any 90-day rolling period shall result in a civil penalty of \$250.00 or as specified in the then-current fees, rates and charges schedule adopted as part of the city annual operating budget. Each additional false alarm, in excess of three, occurring in the same rolling 90-day period shall result in additional civil penalties in accordance with this section. For the purpose of this section, a "rolling" time period shall begin on the date of the first event and end 90 days from that date if no further events occur. If additional events occur prior to the date that is 90 days from the date of the first event, the 90 days may "roll" forward until such time as 90 days pass without the occurrence of an event.
- (c) Duties of the alarm user, his/her employees or agents:

- (1) Users shall maintain the alarm system and related premises in a manner that will reduce or eliminate false alarms.
- (2) Users shall respond to or cause a representative to respond to the alarm system's location within 30 minutes of being notified by the city fire department and/or city emergency communications to deactivate an alarm system; provide right of entry to the premises; provide alternative security for the premises; and/or take control of the premises upon fire department release of the premises and departure.
- (3) Users shall not manually activate an alarm system for any reason other than for the systems intended purposes; to perform an emergency evacuation drill (fire drill) as required the North Carolina Fire Code; or to perform routine maintenance as prescribed by alarm system provider, and only after notice to and permission for such testing from the alarm company and the city fire department.
- (4) Failure to follow the requirements of this section shall result in a fine of \$250.00 per occurrence. This fine shall be assessed in addition to any other fines assessed under other sections of this chapter. In addition to this fine, neither the responding officer, nor the city fire department shall have, nor assume any responsibility for securing, guarding or otherwise protecting any real or personal property that may have become exposed during the event resulting in the alarm. In addition to any fines under this section, the property owner and/or alarm user may be prosecuted for violation of section 30-204(4) et seq. regarding prohibited noises.

Section 7. That Article III, Chapter 34, **Section 34-80 – Adoption**, of the Concord Code of Ordinances be hereby amended and restated to read as follows:

Sec. 57-80. Adoption.

- (a) There is hereby adopted by the city council of the City of Concord for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code, known as the North Carolina Fire Code adopted by the North Carolina Building Code Council. Amendments to the North Carolina Fire Code, which are adopted and published by the North Carolina Building Code Council shall be effective on the date prescribed by the North Carolina State Building Code Council. The provisions of such code shall be controlling within the limits of the city.
- (b) The permits required by the fire marshal's office shall be listed in the fire department inspection fee schedule.

Section 8. That Article III, Chapter 34 **Section 34-81. Records of Inspection of Fire Protection Systems**, of the Concord Code of Ordinances be hereby amended to read as follows:

Sec. 34-81. Records of Inspection of the Fire Protection Systems.

- (a) The City of Concord designates Life Safety Inspection Vault, LLC, as the third-party single point repository of testing, service, maintenance and installation documentation for fire protection systems within the city's jurisdiction as required by the referenced standards.
- (b) All certified contractors providing services, testing, installations, repair and/or maintenance of fire prevention systems to commercial facilities within the city are required to enroll and utilize the city approved single point repository service company for reporting the rendered service information. This reporting information must be filed with the single point repository service within five (5) working days of the completion of services to the commercial facility.
- (c) The single-point repository service company shall organize, maintain and monitor the received records, providing information to the town and the commercial facility pertaining to the records status and timely notifications on required inspection timetables. Fees for this service shall be paid directly from the certifying contractor to the city approved single-point repository service company.
- (d) In addition, a copy of the record of each periodic inspection, test, servicing, repairs and maintenance shall be maintained on the commercial facilities premises, or other approved location, for a period of not less than three (3) years, unless a different period of time is specified in the North Carolina Fire Code or other appropriate standard. On site records shall be made available to the fire chief or his/her designee, upon request.

Section 9. That subsection (b) of Article III, Chapter 34, **Section 34-86. Penalties**, of the Concord Code of Ordinances be hereby amended and restated to read as follows:

Sec. 34-86. Penalties.

- (b) *Civil penalties.* In addition to or in lieu of criminal penalties set forth in subsection (a), violation of or failure to comply with the provisions of this Code shall, at the election of the city, subject the offender to a civil penalty in the amount of \$500.00 or as specified in the then-current fees, rates and charges schedule adopted as part of the city annual operating budget upon the issuance of a citation for such violation as provided in this article. Each day's continuing violation shall constitute a separate and distinct offense as provided by G.S. 160A-175(g).

Section 10. That subsection (b)(2) of Article III, Chapter 34 **Section 34-87. Notice of violation; methods of service**, of the Concord Code of Ordinances be hereby amended and restated as follows:

Sec. 38-84. Notice of violation; methods of service.

(b) *Methods of Service.*

(2) When buildings or other premises are occupied by one other than the owner under a lease or other agreement, the orders or notices issued to correct violations of the code shall apply to and shall be served upon the occupant; provided, however, that the record owner shall be served with a copy of the document served upon the occupant. Where the order or notice requires corrective actions that do not involve additions or changes to the premises themselves which may become part of the real property of the owner, then, failure to deliver an order or notice to the owner, if other than the occupant, shall not invalidate such order or notice. Where the order or notices require the making of additions to or changes in the premises themselves which may become part of the real property of the owner, then, in such cases, the orders or notices shall be issued to the owner of the premises or real property, and may also be issued to the occupant.

Section 11. That Article III, Chapter 34 **Section 34-88. Permits**, of the Concord Code of Ordinances be hereby amended and restated as follows:

Sec. 34-88. Permits.

- (a) It shall be the duty of the fire marshal's office to evaluate applications and issue, if approved, all special use permits as listed on the fire inspection fee schedule. This schedule may be revised upon approval of the city council. Applications for special use permits shall be made on forms provided by the city.
- (b) Fees for inspections, special use permits and other fire department services shall be set out in a fee schedule. Printed schedules of the fees shall be available to the public at the fire marshal's office, city website and the city clerk's office. A billing statement for charges listed on the schedule may be sent to the owner/occupant by the city finance department.
- (c) Applications for permits required pursuant to the North Carolina Fire Code shall be made to the fire marshal's office on forms provided by the city. The applicable permit fee as established by the city shall accompany all applications. The required permit fees shall be set out in a fee schedule. Printed schedules of the permit fees shall be available to the public at the fire marshal's office, city website and city clerk's office. The division chief is authorized to waive the permit fee for governmental, religious or charitable organizations.
- (d) The following optional permits as listed in Section 105.6 of the North Carolina Fire Code are adopted as mandatory within the city:

Hazardous materials 105.6.21, and

Hazardous materials facilities 105.6.22.

Section 12. That subsection (a)(4) of Article III, Chapter 34 **Section 34-90, Code requirements for fire service water mains, fire hydrants and fire connections on private property**, of the Concord Code of Ordinances be hereby amended and restated as follows:

Sec 34-90. Code requirements for fire service water mains, fire hydrants and fire connections on private property.

(a) *Fire service water mains.*

- (4) Water flow testing will be conducted at the time of the Certificate of Occupancy to determine that the water system meets the water supply quantities determined in subsection (a)(2) above. Failure to meet the water flow requirements in subsection (a)(2) will result in denial of certificate of occupancy.

Section 13. That Article III, Chapter 34 **Section 34-94, Signs and marking**, of the of the Concord Code of Ordinances be hereby amended and restated as follows:

Sec. 34-94. Signs and marking.

- (a) All fire lanes and access roads must be marked with signs indicating "no parking fire lane" as described in the specifications on file at the fire marshal's office.
- (b) Existing non-compliant fire lanes shall continue in effect as installed until such time as they are in need of re-striping due to wear or re-paving. When re-striped, existing fire lanes shall be installed to current specifications.

Section 14. That the definition for *personal protective clothing* as defined **Sec 34-101. Definitions**, in Article IV, Chapter 34 be deleted in its entirety and restated as follows:

Personal protective equipment (PPE) means the equipment provided to shield or isolate a person from the chemical, physical, and thermal hazards that can be encountered at hazardous materials/weapons of mass destruction (WMD) incidents.

Section 15. This Ordinance shall be effective upon adoption.

Adopted this the _____ day of _____, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

/s/ William C. Dusch, Mayor

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

/s/ VaLerie Kolczynski, City Attorney

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

NORTH

80 0 40 80 160
SCALE: 1"=80'

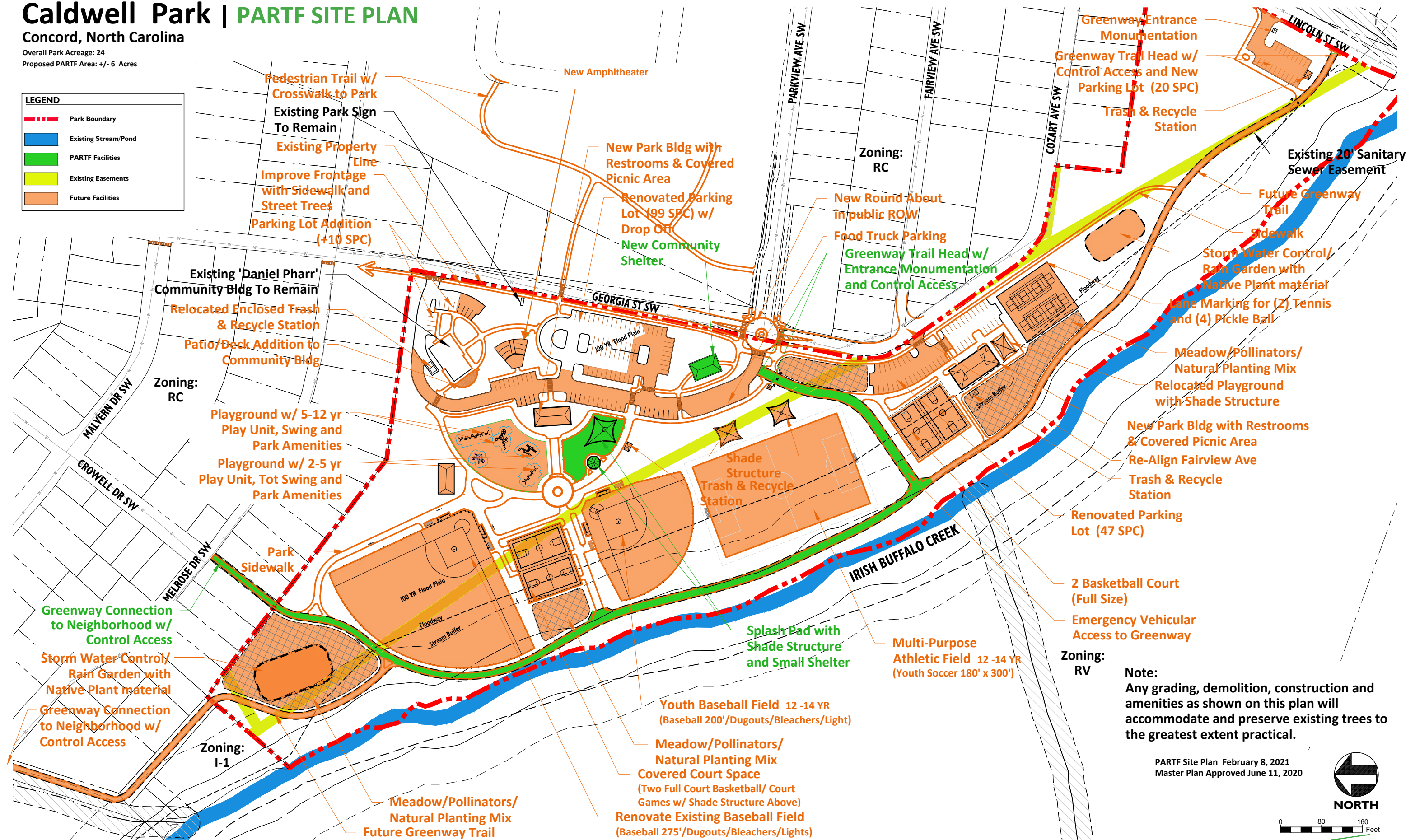
Caldwell Park | PARTF SITE PLAN

Concord, North Carolina

Overall Park Acreage: 24
Proposed PARTF Area: +/- 6 Acres

LEGEND

- Park Boundary
- Existing Stream/Pond
- PARTF Facilities
- Existing Easements
- Future Facilities



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

PARTF Site Plan February 8, 2021
Master Plan Approved June 11, 2020



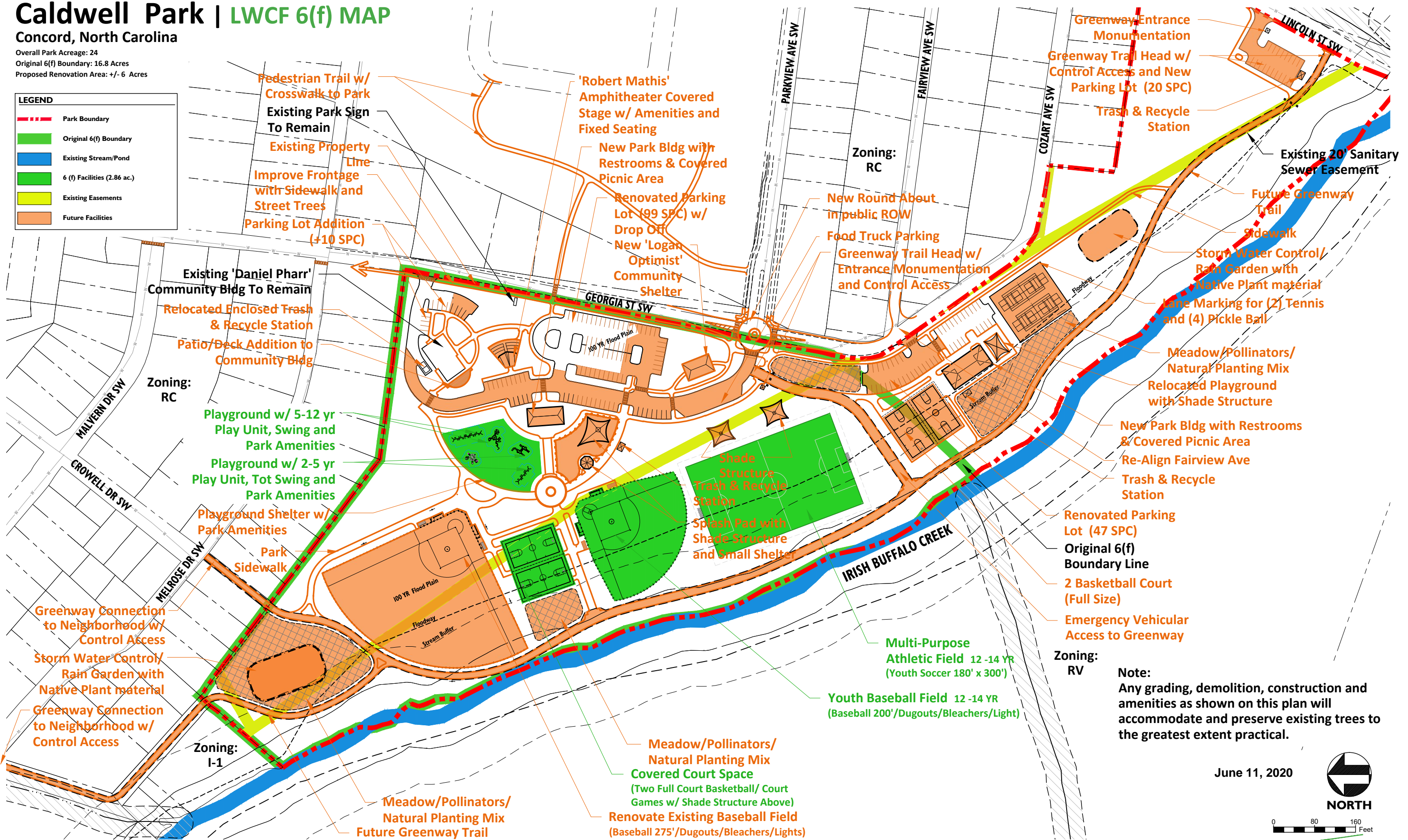
Caldwell Park | LWCF 6(f) MAP

Concord, North Carolina

Overall Park Acreage: 24
 Original 6(f) Boundary: 16.8 Acres
 Proposed Renovation Area: +/- 6 Acres

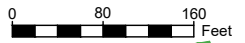
LEGEND

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



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

June 11, 2020



**STANDARD FORM OF AGREEMENT
FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is made and entered into this ____ day of _____, 20____, by and between the CITY OF CONCORD, (herein referred to as the "City") located at 35 Cabarrus Avenue West, Concord, North Carolina, and ALFRED BENESCH & COMPANY, (herein referred to as "Contractor", a Professional Engineering and Landscape Architecture firm located at 2359 Perimeter Parkway, Suite 350, Charlotte, NC 28208.

W I T N E S S E T H:

WHEREAS, the Contractor is engaged in the business of performing consulting services relating to professional design matters, including planning, surveying, mapping, engineering, geospatial and geotechnical services, landscape architecture, wetland delineation and other environmental engineering matters, construction plans and documents, utility coordination, structural engineering services, and other services as identified by this agreement and all addendums that follow; and

WHEREAS, the City desires to contract with the Contractor to perform such services for the City's project known as CALDWELL PARK DESIGN SERVICES with proposed phasing; and

WHEREAS, the City intends for the Contractor to be the designer of record for all phases of the CALDWELL PARK project through completion of construction. This project may be designed by the Contractor in sequencing stages (i.e. design development, construction documents, landscape architectural and architectural services, surveying, mapping, wetland delineation, hydrologic modeling and flood studies, due diligence, bidding and construction observation). The City shall issue addendums under this Agreement for the phases as mutually agreed to and executed by the City and Contractor. The City shall request scope and fee for the Contractor to provide a proposal for the services to be included in such addendums.

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

Sec. 1. Professional Services to be Provided. The Contractor will provide initial professional services for the Project as set forth in Exhibit "A" attached hereto and incorporated herein by reference. The fee shall not exceed the amount set forth in Exhibit "A". Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

Sec. 2. Standards of Performance.

A. The standard of care for all professional and related services performed or furnished by Contractor under this Agreement will be the care and skill ordinarily used by members of Contractor's profession practicing under similar conditions and circumstances and in a similar locality.

B. Contractor shall be responsible for the technical accuracy of its services and documents resulting therefrom consistent with the standard of care, and City shall not be responsible for discovering deficiencies therein. Contractor shall correct such deficiencies without additional compensation, except to the extent such action is directly attributable to deficiencies in City-furnished information.

C. Contractor shall perform or furnish professional services and related services through mutually executed change orders ("Addendum(s)") in all phases of the Project to which this Agreement applies. Contractor may employ such Contractor's consultants as Contractor deems necessary to assist in the performance or furnishing of the services. The meaning of the term "consultant" shall include

“subcontractor.” Contractor shall not be required to employ any consultant unacceptable to Contractor; however, the Contractor shall obtain the City’s written approval for each consultant selected. Such approval may be granted by the City Manager or by any duly authorized agent of the City Manager.

D. Contractor and City shall comply with all applicable local, state and federal Laws and Regulations or Standards. Changes made to these requirements subsequent to the City’s issuance of the Notice to Proceed may be the basis for modifications to City’s responsibilities or to the scope, schedule, and compensation for Contractor’s services.

E. City shall be responsible for, and Contractor may rely upon, the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by City to Contractor pursuant to the Agreement. Contractor may use such requirements, reports, data, and information in performing or furnishing services under this Agreement.

F. City shall make decisions and carry out its other responsibilities in a timely manner so as not to unreasonably delay the services of Contractor.

G. As respects any consultant hired by Contractor, Contractor shall assume responsibility for any such consultant’s failure to furnish and perform the Work in accordance with this Agreement in the same manner as if same was performed by Contractor.

H. Contractor shall not be responsible for the acts or omissions of any contractor(s), subcontractor, or supplier, or of any of the contractor’s agents or employees or any other persons (except Contractor’s own employees or consultant’s hired by or working directly for the Contractor) at the site or otherwise furnishing or performing any of the Contractor’s work; or for any decision made on interpretations or clarifications by the City of the Contract Documents when such interpretations or clarifications are given without the consultation and advice of Contractor.

Sec. 3. Project Site. In advance of any testing or other subsurface site investigation by Contractor, Contractor will contact the state’s call before you dig agency to obtain utility provider markings of utilities located on the Project Site and will contact the City to obtain information regarding the presence and accurate location of hidden or obscured man-made objects known to the City.

Sec. 4. Time of Service. The Contractor shall commence work within **thirty (30)** days of the date of its receipt of written Notice to Proceed from the City. The date that is **thirty (30)** days from the date of the Contractor’s receipt of the Notice to Proceed shall be the “Commencement Date.” All work as set forth in the Scope of Services in Exhibit “A” and any subsequent amendments to the contract shall be completed within **two-hundred and seventy (270)** calendar days of the Commencement Date, unless otherwise agreed upon by the City and the Contractor. The date that is **two-hundred and seventy (270)** calendar days from the Commencement Date shall be the “Completion Date.” If Contractor’s obligations are not completed by the Completion Date, the City reserves the right to terminate this Agreement, order the Contractor to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Exhibit “A.” The Contractor shall be held accountable for direct damages incurred by the City as a consequence of the missed Completion Date. The exercise of any of these rights by the City shall not be interpreted to prejudice any other rights the City may have in law or equity. Notwithstanding, the Contractor shall not be responsible for any delays caused by reasons beyond its reasonable control, including but not limited to Acts of God, war, terrorism, pandemic, City or other governmental delay, and third-party labor shortages. In the event of such delays, the schedule shall be equitably adjusted

Sec. 5. Cancellation for Non-Conformity or Breach.

A. In the event of the Contractor's failure to deliver or perform in accordance with the terms and conditions set forth herein, the City shall have the right to nullify this Agreement or any part hereof, without prejudice to its other rights, and may charge the Contractor with direct damages sustained as a result of such failure to deliver or to perform.

B. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice as provided herein. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party.

Sec. 6. Insurance and Liability. Contractor shall maintain and cause all consultants to maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$100,000 each accident, \$100,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise, <input checked="" type="checkbox"/> \$2,000,000 per occurrence
Professional Liability	For Non-Hazardous Activities: \$1,000,000 per claim / \$1,000,000 annual aggregate For Hazardous Activities: <input type="checkbox"/> For contracts less than \$100,000 – \$2,000,000 per claim / \$2,000,000 annual aggregate <input checked="" type="checkbox"/> For contracts over \$100,000 – \$5,000,000 per claim / \$5,000,000 annual aggregate

Sec. 7. Documentation Requirements:

A. Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract and thereafter on an annual basis. All Certificates of Insurance will require written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage by the insurer. Such notice shall be not less than 30 days for nonrenewal by the insurer, not less than 10 days for cancellation due to nonpayment of the premium and as soon as possible for all other types of modifications. In addition to the notice requirement above, Contractor shall provide the City with written notice of cancellation, reduction, or other modification of coverage of insurance whether instigated by the insurer or by the Contractor immediately upon Contractor's receipt of knowledge of such modifications.

Upon failure of the Contractor to provide such notice, Contractor assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for the insured period in which the initial contract period begins and shall be renewed by the contractor for each subsequent renewal period of the insurance for so long as the contract remains in effect.

B. The City shall be named as an **additional insured** on all policies except workers compensation and professional liability, and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force may be cause for termination of this Agreement. In the event that the contractor fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Agreement without notice.

C. Contractor shall provide a completed W-9 form to the City prior to execution by the City of this Agreement.

Sec. 8. Indemnification/Liability. Contractor shall indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against charges to the extent caused by the negligent acts or omissions or intentional misconduct of the Contractor or its subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. As used in this subsection – "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties expenses, interest, reasonable defense attorney's fees, and assessed violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Agreement or by operation of law. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement. This section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Agreement. Neither party shall be liable to the other for any consequential, special, indirect, punitive, or incidental damages arising out of this Agreement. Further, the employees of either party shall not be personally liable for any damages in the performance of this Agreement.

Sec. 9. Intellectual Property. If any claim based upon alleged infringement of rights in any patent, copyright, trademark, or trade name is asserted against the City by virtue of the purchase or use of any good, service, or process hereunder, the Contractor shall indemnify and hold the City harmless from all claims, demands, and legal obligations against the City in preparation or in defense of such claims, or in settlement thereof. Notwithstanding, the obligations of this paragraph shall not apply in the event of reuse or modification of the Contractor's deliverables by or through the City.

Sec. 10. Documents. Except as provided otherwise herein and provided that Contractor receives payment in full for Services rendered, all documents, including but not limited to drawings, specifications, reports, boring logs, field notes, laboratory test data, calculations and estimates, prepared by the Contractor pursuant to this Agreement, shall be the City's sole property. The Contractor shall furnish or cause to be furnished to the City any and all such reports, data, studies, plans, specifications, documents, computer files, and other information created or collected by the Contractor for the Project. Notwithstanding anything to the contrary herein, the Contractor shall retain its ownership rights to any previously developed details, specifications, data, and documentation that may be provided as a deliverable or incorporated into a deliverable although the City shall receive a non-exclusive license to use such previously developed items in connection with the use of the deliverables as a whole. All documents prepared by the Contractor for the City are subject to public records requirements, and the Contractor or the City will not assume any responsibility for any third party's use of the documents that are produced.

Sec. 11. Attachments. Additional Exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

The following attachments are made a part of this contract and incorporated herein by reference:

- (a) Exhibit "A" – Scope of Services / Fee for Scope of Services.
- (b) Exhibit "B" – Contractor must execute the Affidavit attached as Exhibit B, attesting to compliance with state and federal laws related to E-Verify.
- (c) Exhibit "C" – Tax Form(s).
- (d) Exhibit "D" - Certificate of Insurance.
- (e) Exhibit "E" – Sample Addendum

In the event any terms in any attachment hereto conflict with any terms in this Agreement without said attachment, the terms of this Agreement as written without said attachment shall control and take precedence over the contradictory language in the attachment, except in such case where the City has expressly waived said conflicting terms by stating the specific term in this Agreement which is to be waived and the alternative term which is to be effective. The waiver must be in writing and signed by the City Manager or a duly authorized representative of the City Manager.

Sec. 12. Strict Compliance. A party may at any time insist upon strict compliance with these terms and conditions notwithstanding any previous course of dealing or course of performance between the parties to the contrary.

Sec. 13. Corporate Status. If the Contractor experiences any change in corporate status pertaining to dissolution or suspension of incorporation, and the Contractor does not notify the City of such change in status within three (3) business days from the date of the change in status, and/or the status existing at the time of execution of this Agreement is not reinstated within thirty (30) days, The City may, at its sole option, terminate the Agreement. In the event of an acquisition or name change, the City may require execution by the Contractor of a new Agreement reciting the Contractor's correct legal entity and executed by a duly authorized agent of that entity.

Sec. 14. Notices.

A. All notices and other communications required or permitted by this Agreement shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Bob Dowless, Director
City of Concord
P.O. Box 308
Concord, NC 28026
Fax Number: (704) 792-1971

VaLerie Kolczynski, Esq.
City Attorney
PO Box 308
Concord, NC 28026

To the Contractor:

Mr. Jon Wood, PLA
Alfred Benesch & Co.
2359 Perimeter Pointe Pkwy, Ste 350
Charlotte, NC 28202

B. Change of Address, Date Notice Deemed Given: A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Agreement shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given

upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service with return receipt requested, or upon actual delivery, whichever first occurs.

Sec. 15. Survival. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the City and the Contractor shall survive the completion of the services and the termination of this Agreement.

Sec. 16. Miscellaneous.

A. **Choice of Law and Forum.** This Agreement shall be deemed made in Cabarrus County, North Carolina, and shall be governed by and construed in accordance with the laws of North Carolina. The exclusive forum and venue for all actions arising out of this Agreement shall be the appropriate division of the North Carolina General Court of Justice, in Cabarrus County. Such actions shall neither be commenced in nor removed to federal court. This section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to this section.

B. **Waiver.** No action or failure to act by either party shall constitute a waiver of any of its rights or remedies that arise out this Agreement, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

C. **Performance of Government Functions.** Nothing contained in this Agreement shall be deemed or construed so as to in any way estop, limit, or impair the City from exercising or performing any regulatory, policing, legislative, governmental, or other powers or functions.

D. **Severability.** If any provision of this Agreement shall be unenforceable, the remainder of this Agreement shall be enforceable to the extent permitted by law.

E. **Assignment, Successors and Assigns.** Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this Agreement and all of the City's claims that arise out of this Agreement. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this Agreement shall be binding upon it and its heirs, personal representatives, successors, and assigns.

F. **City Policy.** THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

G. **EEO Provisions.** During the performance of this Agreement the Contractor agrees as follows:

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.

(2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or handicap.

H. No Third Party Right Created. This Agreement is intended for the benefit of the City and the Contractor and not any other person.

I. Principles of Interpretation. In this Agreement, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word "person" includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

J. Modifications, Entire Agreement. A modification of this Agreement is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This Agreement, including all exhibits and attachments hereto, contains the entire agreement between the parties pertaining to the subject matter of this Agreement. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Agreement.

K. Corporate seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

M. Additional Services/Addendum. The Contractor and Client agree the intended scope of service described within Exhibit A, as may be supplemented from time to time by separate addendums, which will always intend to reference and incorporate this Contract. City agrees that the Contractor is entitled to additional fees for any additional service the Contractor furnishes for the benefit of the Project, provided that such service is not required due to the Contractor's error or omission. The Contractor agrees to inform the City of any additional service it deems necessary, and to receive the City's written authorization before furnishing any additional service. Both parties agree to timely determine the need for any additional service. Attached is Exhibit "E" as an example of an addendum to be executed for additional sequenced design scope of work stages of the project.

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed by their respective duly authorized agents or officers.

[SIGNATURE PAGE(S) FOLLOW]

CITY OF CONCORD

ALFRED BENESCH & COMPANY

(Typed or Printed Legal Name of Contractor)

By: _____
City Manager

By: [Signature]
Signature of President/Vice President/Manager/Partner

Date: _____

Printed Name: BRIAN CANNELLA

Title: VICE PRESIDENT Date: 2/10/2022

ATTEST BY:

City Clerk

ATTEST:
BY: [Signature]
Signature of Vice President, Secretary, or other officer

Printed Name: JONATHAN B. WOOD

APPROVED AS TO FORM:

Attorney for the City of Concord

Title: SR. PROJECT MANAGER

SEAL

SEAL

APPROVAL BY CITY FINANCE OFFICER

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

Signature

January 27, 2022

Mr. Jason Pauling, AICP
 Senior Planner
 City of Concord Parks & Recreation
 147 Academy Avenue NW
 Concord, NC 28026

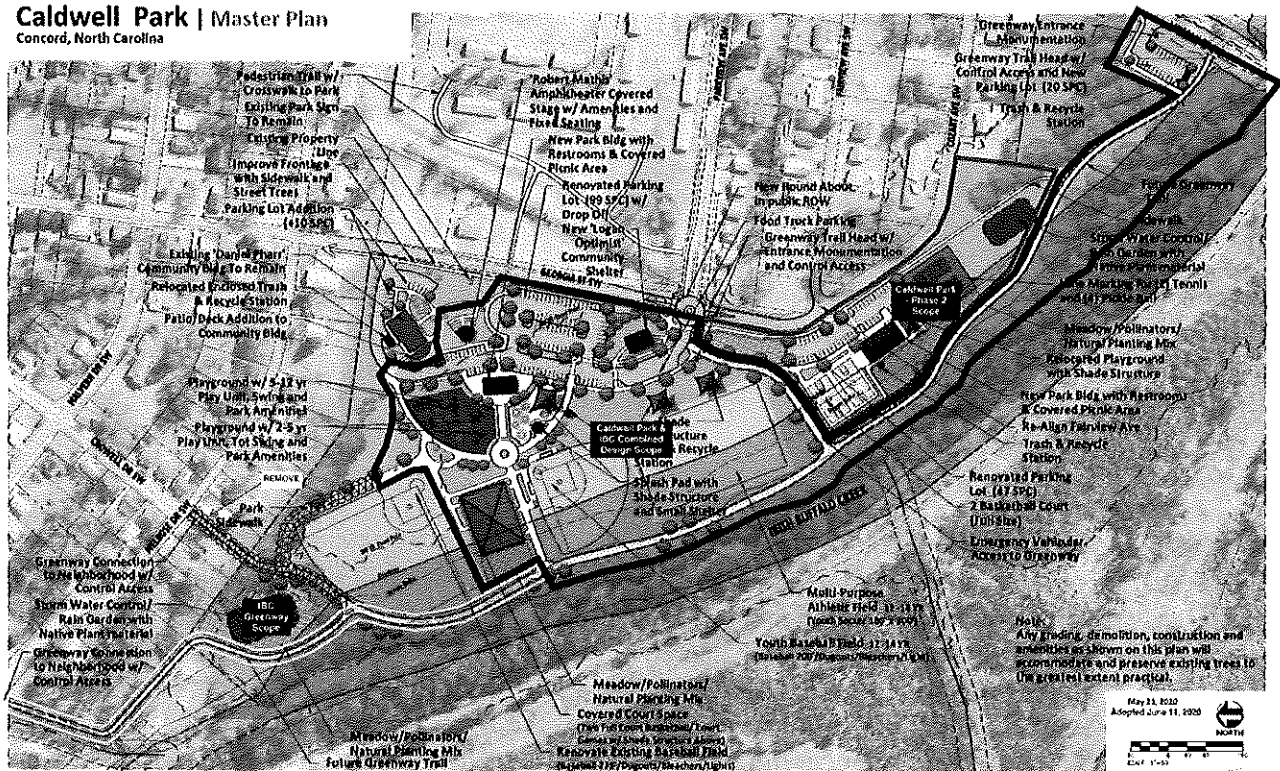
RE: Caldwell Park – Phase 1 Full Design (P2217124.00) - Proposal for Professional Services

Dear Mr. Pauling,

We are excited to continue working with the City of Concord (Client) providing the architectural-engineering design for the phase one development of Caldwell Park. The development of this facility will provide increased recreation facilities and opportunities for Concord residents and provide economic impact to the community through a variety of facilities.

The Client has requested that Benesch provide architectural/engineering services for the phase one development for which a master plan was approved in June 2021. The project limits to be designed are as depicted by the area outlined in dark green, as shown below:

Caldwell Park | Master Plan
 Concord, North Carolina



Benesch has assembled a team of design professionals to assist with this project. The team we have assembled has worked together on numerous park projects, so our delivery of services will be seamless. Our team includes:

- CPL Architects (CPL)

- Engineering Consulting Services (ECS)
- HarrisCost LLC (HC)
- Quality Consulting Engineers (QCE)
- Flood Focus Engineering (FFE)
- Tidemark Land Services (TLS)

This proposal contains a summary of the project understanding, our anticipated scope of work, and a schedule of fees for our services.

The following is our proposal for professional services for the Caldwell Park – Phase 1 development:

PROJECT UNDERSTANDING

The City of Concord, through a public planning process, has been working on a vision to redevelop Caldwell Park that will serve the recreational needs of both the City and neighborhood.

A master plan has been developed and accepted by the City Council for this redevelopment. As noted on the master plan, the current proposed phase one park development includes:

- Multi-Purpose Field
- Youth Baseball Fields (2)
- New ‘Robert Mathis’ Amphitheater/Stage
- New “Logan Optimist’ Community Shelter
- Inclusive Playground
- Splash Pad w/Shade Structure
- Stormwater Amenity Areas
- Walking Paths
- Restrooms/Picnic Shelter
- Parking
- Pedestrian and Vehicular Circulation
- Site amenities (benches, trash receptacles, etc.)
- Covered Court Space (2 courts)
- Shade Structures
- Entrance Monumentation
- IBC Greenway/Lincoln St. Parking Area
- Landscaping

In addition to professional site design and engineering services, this proposal includes professional services for architecture, electrical engineering, geotechnical exploration, surveying, and cost estimation. Our professional services for this project will include development of detailed design documents and permitting. Bidding, construction administration and final closeout services will occur in future addendums.

SCOPE OF WORK

Project Startup/Kick-off Meeting

The first step in developing final plans for Caldwell Park will be additional site information gathering. This step will begin with further developing and/or assembling all pertinent information about the project site beyond what was gathered during the master plan and schematic design processes. Benesch will assemble geotechnical information for the site, along with general inventory information for the adjacent streets to be impacted and/or improved because of the park development. Additional, as-built topographic information will also be obtained for the IBC Greenway component from the park (extents of the 12/30/20 survey) to Lincoln Street.

As per this proposal, these services will be contracted through Benesch. Please note that Benesch has included a fee (approximately 8% of the subconsultant fee) in our design fee for managing subconsultants and for the additional liability.

Surveying (TLS)

TLS prepared topographic survey in December 2020 for the Phase 1 portion of Caldwell Park as well as a portion of the greenway corridor as a part of the schematic design process for Caldwell Park. The southern end of the corridor was not included in that survey. Therefore, for this project assignment, TLS understands that the subject site contains approximately 8.5 acres +/- of additional park property, PIN #'s 5620811524, 5620807901, and 562081895 from the tennis courts out to Lincoln Street SW. Several tasks, listed below, are being requested to be performed:

Task I – Boundary Survey

TLS proposes to provide a field run boundary line verification for the property lines of interest. A field search for property corners and evidence of property corners will be conducted for all parcels including the Park boundary lines off Cozart Avenue and the right-of-way line of Lincoln Street SW.

Task II – Topographic Survey

TLS proposes to use field run methods to provide a topographic survey of the approximate 8.5 acres of the remainder of the park out to Lincoln Street SW. Contours will be extended a minimum of 25' beyond the limits of interest. Spot elevations on paving and other hard surfaces will be to the nearest 0.01' and on other surfaces to the nearest 0.10'. All visible natural and manmade improvements including but not limited to fences, sidewalks, dwellings, etc., and all accessible above ground utilities only located on the subject property will be located and mapped with all accessible invert elevations and any other possible improvements. No tree survey is included at this time for the Lincoln Street portion. The centerline of Irish Buffalo Creek, top and bottom of bank will be shot.

Task III – 100 Yr. Floodplain, Stream Buffer Location

TLS proposes to physically locate Irish Buffalo Creek centerline, top and bottom of bank as well as thalweg in needed areas and will use GIS to aid in the location of the stream buffer, floodway and 100-year flood plain lines from the edge of the previously located area to Lincoln Street SW for planning purposes.

Task IV – Level B Subsurface Utility Designations

TLS proposes to provide subsurface utility designations of all utilities within the designated areas of interest along Lincoln Street SW and Cozart Ave SW in accordance with the standards as set forth by the American Society of Civil Engineers (ASCE) in publication CI/ASCE 38-02 Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data. This work will be performed by Tidemark's subconsultant, Summit Environmental and the cost of that work will be a part of our topographic survey fee.

Subsurface Investigation (ECS)

The objective of this geotechnical exploration is to provide general site and subsurface information to evaluate the subsurface conditions at the site for the proposed construction. ECS will provide these services as follows:

Task I - Soil Borings

As requested, ECS proposes to perform a total of eleven (11) soil borings to depths ranging from 10 to 15 feet or auger refusal, whichever occurs first. Overall, up to 130 linear feet of drilling is proposed. Standard Penetration Tests, in general accordance with ASTM D1586, will be performed in each soil boring at 2½ foot intervals in the upper 10 feet and at 5-foot intervals thereafter. In conjunction with the penetration testing, split-spoon soil samples will be recovered at each test depth. The soil samples obtained during our subsurface exploration will be returned to our laboratory for visual classification and potential laboratory testing.

Task II - Groundwater

Groundwater will be measured at the termination of drilling activities and prior to our demobilization from the project site. The boreholes will be backfilled with the auger cuttings prior to our demobilization from the site.

Task III - Laboratory Services

The laboratory services to be performed for the project will consist of visual classifications of the soil samples by the project geotechnical engineer. These visual classifications will be used to generate the final soil Boring Logs that will be included in the engineering report. Additionally, laboratory testing for this project may include up to three (3) natural moisture content tests, three (3) percent fines tests, and three (3) Atterberg limits tests. Laboratory testing will be performed in general accordance with ASTM Standards.

Task IV - Report

Upon completion of the field and laboratory services, an engineering report will be produced. The report for this project will address the following:

- Information on site conditions including surface drainage, geologic information, and special site features.
- Description of the field exploration and laboratory tests performed.
- Final logs of the soil borings and records of the field exploration and laboratory tests in accordance with the standard practice of geotechnical engineers. This includes site and boring location diagrams. Grade elevations at the top of each boring will be provided based on available topographic information.
- Recommendations regarding foundation options for the structure and settlement potential. This will include bearing capacity information for shallow foundations or preliminary recommendations for the use of deep foundations (if soil conditions warrant). Settlement potential will be provided based on assumed loading and structure details from the project information obtained at the time of the analysis. Estimated loading information and structural detail will be required for a more detailed analysis.
- Recommendations regarding slab-on-grade construction and design.
- Light Duty and Heavy Duty pavement section recommendations.
- Evaluation of the on-site soil characteristics encountered in the soil borings. Specifically, we will discuss the suitability of the on-site materials for reuse as Structural Fill to support ground slabs and pavements. A discussion of groundwater, in-place fill, rock, and alluvial soils (if discovered) and their potential impact on structures and project construction will be provided.
- Recommendations for minimum soil cover during frost heaving, compaction requirements for fill and backfill areas, and slab-on-grade construction.
- Recommendations regarding site preparation and construction observations and testing.

No-Rise Analysis and Certification (FFE)

Task I - Project Initiation

A. Coordinate with the relevant local / county / state agencies as needed to verify the project approach for satisfying the regulatory requirements to obtain a floodplain development permit for the proposed project.

B. Perform site reconnaissance via available aerial imagery and an in-person site visit to assess the existing conditions.

Task II - Proposed Conditions Impact Analysis

- A. Obtain the effective model and other relevant flood risk data for Irish Buffalo Creek from NCFMP.
- B. Acquire and evaluate the existing conditions site data provided by the Benesch. Available Quality Level 1 (QL1) LIDAR data may be used as supplemental information for this task.
- Request additional data as needed.
 - Process the existing conditions site topography data and other geospatial data needed for the modeling and mapping activities associated with the existing conditions analysis. This data will be used for the development of any new geometric parameter estimates that are required, and to develop the necessary project mapping attachments.
- C. Conduct project impact assessment using the proposed conditions grading and site layout plan provided by Benesch.
- Process the proposed conditions site plan information as needed for the modeling and mapping activities associated with the proposed conditions impact analysis. This includes grading plan data (including proposed conditions contours or topographic data that reflects any proposed fill / grading), information pertaining to hydraulically significant bridge design elements, and any other relevant geospatial data. This data will be used for the development of any new geometric parameter estimates that are required for this analysis, and to develop required project mapping attachments.
 - Generate model runs for the duplicate effective conditions, corrected effective conditions (if necessary), existing conditions, and proposed conditions analyses to evaluate the impact of the proposed development on the FEMA BFEs.
 - Generate model runs for the existing and proposed conditions encroachment analyses, evaluating and quantifying the impact of the proposed development on the Irish Buffalo Creek floodway.
- D. Summarize and transmit the preliminary findings of the project impact assessment to Benesch.
- If the project impact analysis indicates that an increase in BFE will occur as a result of the project, FFE will coordinate with Benesch and the local regulatory authority to determine whether to pursue a Conditional Letter of Map Revision (CLOMR), or if the proposed conditions should be adjusted to achieve a “no-rise” condition.
 - Additional Services: If Benesch determines that the proposed conditions must be revised based on the results of the project impact assessment, FFE will develop revised proposed conditions analysis to assess the impacts of the revisions in comparison to the existing conditions.
- E. Develop and provide a project narrative report detailing the findings of the analyses conducted in the previous tasks. This report will contain a mapping appendix to show effective floodplain and floodway limits, topographic contours, model cross-sections, and pre- and post-project features.

Task III - Floodplain Development Permit Application Submittal and Processing

- A. Execute submittal of required floodplain development permitting items and documentation.
- If the project impact assessment yields a finding that a “no-rise” condition is produced by the proposed developments, FFE will prepare and submit finalized report and documentation to the City of Concord Floodplain Administrator, who will forward the no-rise submittal to NCEM / NC NFIP for review.
 - Additional Services: If the final proposed conditions ultimately result in an increase in BFE (based on the outcome of Task 2D), FFE will prepare the necessary documentation, submittal items, and MT-2 forms required for a CLOMR application. These items will be submitted to the City of Concord Floodplain Administrator, who will forward the no-rise submittal to NCEM/ NC NFIP for review.
- B. Address comments from the City of Concord Floodplain Administrator and / or NC NFIP, revising submitted materials and providing requested items as needed to resolve outstanding issues identified during the review.

Design Development Phase

Using the approved Schematic Design package, prepared by Benesch, existing topographic as-built survey, prepared by Tidemark Land Services, and information gathered during the subsurface investigation, Benesch and its sub-consultants will begin preliminary detailed design of the park project. Ultimately, the Design Development Package, which will take us up to a 40-50% Construction Document level will include the following information:

- Cover Sheet
- Existing Conditions
- Preliminary Site Plan(s)
- Preliminary Grading Plan(s)
- Preliminary Sedimentation & Erosion Control Plan(s)
- Preliminary Storm Water Plan(s)
- Preliminary Utility Plan(s)
- Preliminary Landscape Plan(s)
- Preliminary Building Floor Plans/Elevations/Sections
- Preliminary Amenity Area Plans
- Preliminary Construction Details
- Outline Specifications

These plans/documents will be submitted to the Client for review and comment. Revisions will be made based on Client comments. An updated and refined detailed budget estimate will be developed at the end of the Design Development Phase. This estimate will be used to establish the final construction package. We anticipate two (2) design review meetings with the Client (and project team) during the Design Development Phase.

Construction Documents Phase

Upon approval of the Design Development documents, Benesch will transition the Design Development Package into a Final Construction Document package for permitting, bidding and construction. The final documents to be included in the Construction Documents Packages will not be fully determined until the completion of Design Development, but we expect the following plan sheets to be included in these packages:

- Cover Sheet
- Existing Conditions Plan(s)
- Demolition & Clearing Plan(s)
- Overall Site Plan(s)
- Grading & Storm Drainage Plan(s)
- Stormwater Amenity Areas - Plans & Details
- Sedimentation & Erosion Control Plan(s)
- Utility Plan(s)
- Site Electrical Plan(s)
- Earthwork Calculations
- Erosion Control Calculations
- Storm Water Calculations
- Playground & Splash Pad Areas*/Amenity Plans
- Detailed Site Plans/Amenity Plan Areas
- Building Floor Plans Elevations/Sections/Details**
- Site Details

- Project Manual, including specifications

In addition to plan documents, we will provide technical specifications for all proposed improvements. The Project Manual will include any bid documents and/or front-end specifications that may be provided by the Client as part of the bidding process.

*We will coordinate with mutually agreed upon vendors for design for the splash pad and playground areas. This work will be included in the contract documents in the form of an allowance. The Client may elect to contract separately with these vendors or have the future general contractor sub-contract the work to these vendors.

**This proposal also assumes the building structures will be a combination of pre-engineered with some architectural customization.

Design review submittals will be made at 90% and 100% milestones. We anticipate sit down or video conference reviews at each submittal. An updated and refined detailed budget estimate will be developed at the 90% milestone. This estimate will be used to establish the final construction budget.

Architectural Design Services (CPL)

Phase 1 structures included in architectural scope:

- New park building w/restrooms & covered picnic area (probably also has space for a splash pad equipment room) – SD estimate @ \$300,000
- ‘Robert Mathis’ Amphitheater Covered Stage – SD estimate @ \$50,000
- New ‘Logan Optimist’ Shelter (40’ x 40’) – SD estimate @ \$100,000
- Covered Court Space – fabric shade structure (possible 4th structure) – SD estimate @ \$150,000

Task I – Schematic Design

To fully define the Schematic Design for the Architectural / MEP scope for the above referenced facilities CPL will attend one (1) schematic design meeting and develop up to two options for each of the referenced buildings. CPL will provide a final schematic deliverable that includes conceptual plans and elevations of each of the facilities.

Task II – Design Development

During Design Development CPL will attend up to two (2) design meetings with the City of Concord. We will develop plans, elevations for review at these meetings and assist with material selections. DD phase will include preliminary structural plans, preliminary Mechanical/Electrical and Plumbing drawings for park structures, design development, and Opinion of Probable Cost.

Task III – Construction Documentation

CPL will provide Construction Documentation in compliance with the North Carolina State Building Code (2018 edition) and other applicable standards. We will include at a minimum:

1. Code Review
2. Floor Plans
3. Life Safety Plans
4. Elevations
5. Structural Plans
6. M/E/P Plans
7. Specifications

At the conclusion of construction documentation, the drawings will be submitted to the local AHJs for permitting.

Task IV – Bidding (Future Services – Excluded from Fee)

CPL will attend a pre-bid meeting and respond to RFIs during the bidding phase.

Task V – Construction Administration (Future Services – Excluded from Fee)

CPL will attend up to eight (8) OAC meetings and one (1) final punch. We will write and issue a field report for each of these visits. Services also include responding to contractor requests for information, review of submittals, and assembling architectural and MEP closeout information.

Site Electrical Design (QCE)

Based on the current schematic design phase one program, the site electrical scope of work will consist of the following:

1. Site visit during Design Phase to meet with City Maintenance, Power Company and to investigate existing conditions.
2. Coordinate with power company to install new electrical service(s).
3. Provide electrical power feed design for new park building which includes restrooms, pump room, concessions, changing space and picnic area.
4. Provide electrical power feed design for splash pad equipment.
5. Provide basic power/lighting at new Logan Optimist Community Shelter.
6. Provide basic power/lighting at three (3) new park shelters.
7. Provide basic power/lighting at amphitheater.
8. Coordination with splash pad manufacturer for equipment power feed requirements.
9. Coordination with civil engineer for any backflow preventer hot box electrical connections and/or sewage lift stations.
10. Provide pedestrian pathway lighting.
11. Provide sports lighting for one (1) new 200' youth baseball field and one (1) new 180' x 300' multi-purpose field.
12. Receptacles/circuits for backstops, dugouts, pitching machines, and disconnects for scoreboards.
13. Provide new light fixtures on existing poles for the one (1) existing 275' baseball field.
14. Submit signed and sealed permit drawings with specifications on drawings.
15. Respond to Plan Review Comments.
16. Responses to Electrical RFI's.
17. Review of Electrical Shop Drawings.
18. Perform one (1) CA Site Visit and associated Field Report.

Permitting Phases

Once Construction Documents have been completed and approved by the Client, Benesch will submit plans to all relevant review agencies, monitor plans during the review process, and respond to questions until permits have been secured for the project. This proposal assumes all permitting fees will be paid by the Client or the future contractor. Anticipated review agencies include:

- NCDEQ – Sedimentation & Erosion Control
- City of Concord – Stormwater, Site Plan, Zoning and Floodplain
- Cabarrus County – Structures
- Duke Energy – Power/Site Lighting

Bidding Phases (Future Services – Excluded from Fee)

After permits have been secured, Benesch will assist the Client during the bidding phase. The bidding phase shall include the following tasks:

- Preparing bid advertisement for posting for each phase
- Conducting one (1) pre-bid conference for each phase; prepare meeting notes and distribute.
- Responding to bidder’s questions, issuing addenda as required clarifying bid documents.
- Conducting one (1) bid opening, providing bid tabulation and contractor recommendation to the Client

This proposal is based on the premise of conducting one single prime formal bid period.

Construction Phases (12 months estimated) (Future Services – Excluded from Fee)

For the purposes of this proposal, we have assumed approximately 12 months for the construction period for both phases. Benesch will assist the Client in administration of the single prime general construction contract(s) by:

- Conducting a pre-construction meeting; distribution of meeting notes
- Conducting monthly (12) construction meetings and distribution of meeting notes
- Conducting site inspections (12 included in this proposal) between monthly meetings to review work at important construction milestones and distribution of field reports.
- Respond to contractor’s Requests for Information (RFI)
- Review shop drawings and product submittals
- Review contractors pay applications

Current pandemic related conditions related to labor, materials and shipping shortages could cause periods of delay that are not in Benesch’s control. Should phases of project construction exceed 12 months, Benesch is available to provide additional construction administration for an additional fee. Benesch has the option to delay site visits during times when construction work is not active.

Project Closeout (Future Services – Excluded from Fee)

In addition to the administration services noted above, Benesch will assist the Client with project closeout for each phase by:

- Attending a pre-final inspection (1) and preparing a pre-final punch list
- Attending a final inspection (1) and preparing a final punch list
- Attending a project closeout walk-thru (1) and providing record documents (as provided by the contractor*) which reflects the completed project.
- Attending one (1) post construction walk-thru five (5) months after close-out to review any construction issues.

*Note: The general contractor(s) will be required to verify as-built conditions for each phase conforms to plans and specifications and provide record drawings to Benesch for inclusion into closeout documents.

COMPENSATION

Based on our current knowledge of work, as well as discussion with the Client regarding the project, Benesch will be responsible for the work as described in the Scope of Work and will work with the Client on a lump sum fee as follows:

Site Design Fees:	Fee
Design Development Phase	\$ 86,500
Construction Documents Phase	\$127,500
Permitting Phase	<u>\$ 17,500</u>
Total Site Design Fee	\$231,500

Other needed services (excluded from the above site design fees):

Surveying	\$ 18,300
Geotechnical Exploration/Wetlands	\$ 14,685
No-Rise Analysis and Certification	\$ 19,500
Site Electrical	\$ 18,700
Cost Estimation	\$ 16,500
Architectural Design Services (P/M/E/S/A)	<u>\$ 51,150</u>
Total Sub-Consultant Services:	\$138,835

Total fee including site design and subconsultants: \$370,335

Reimbursable Expenses (Allowance) \$ 5,000

Reimbursable expenses are costs incurred for shipping, printing, mileage, and other direct costs. Reimbursable expenses are estimated not to exceed the above amount and will not without written authorization from the Client.

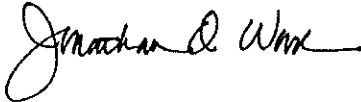
WORK NOT INCLUDED

The design and engineering fees quoted above are for the services listed in this proposal. Services beyond the scope of this proposal include:

- Off-site utilities design
- Streetscape improvements to Georgia St. SW
- Right-of-way/Easement services
- Special Inspections or certifications for retaining walls and bridge abutments
- Hydraulic analysis/No-Rise studies (completed as a part of the IBC Greenway project)
- Rezoning/Special Use Permits
- Pump station systems
- Traffic studies
- Section 401/404 permitting
- Acoustical/AV design
- Structural design for any dugout covers, bleacher covers, or the shade structures. These are assumed to be all pre-engineered systems which will be handled as a delegated design.
- Irrigation design (Anticipated to be design/build through the general contractor)
- Parking lot lighting (this proposal assumes that parking lot lighting will be designed and installed by the electric utility provider)

Once again, it is a pleasure to assist you and the City of Concord with the transitioning of the Caldwell Park Schematic Design into detailed design and construction. If you find this proposal to be acceptable, you may indicate your concurrence in the space provided below and return to our office. Once executed, we will begin work immediately. The attached standard Terms and Conditions for Professional Services is incorporated into and made a part of this agreement.

Sincerely,



Jonathan D. Wood, PLA
Senior Project Manager



Brian Cannella, PLA
NC Division Manager, VP

AGREEMENT AND AUTHORIZATION TO PROCEED WITH THE SCOPE OF WORK INDICATED ABOVE.

City of Concord

Date



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s) failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

January 27, 2022

Mr. Jason Pauling, AICP
 Senior Planner
 City of Concord Parks & Recreation
 147 Academy Avenue NW
 Concord, NC 28026

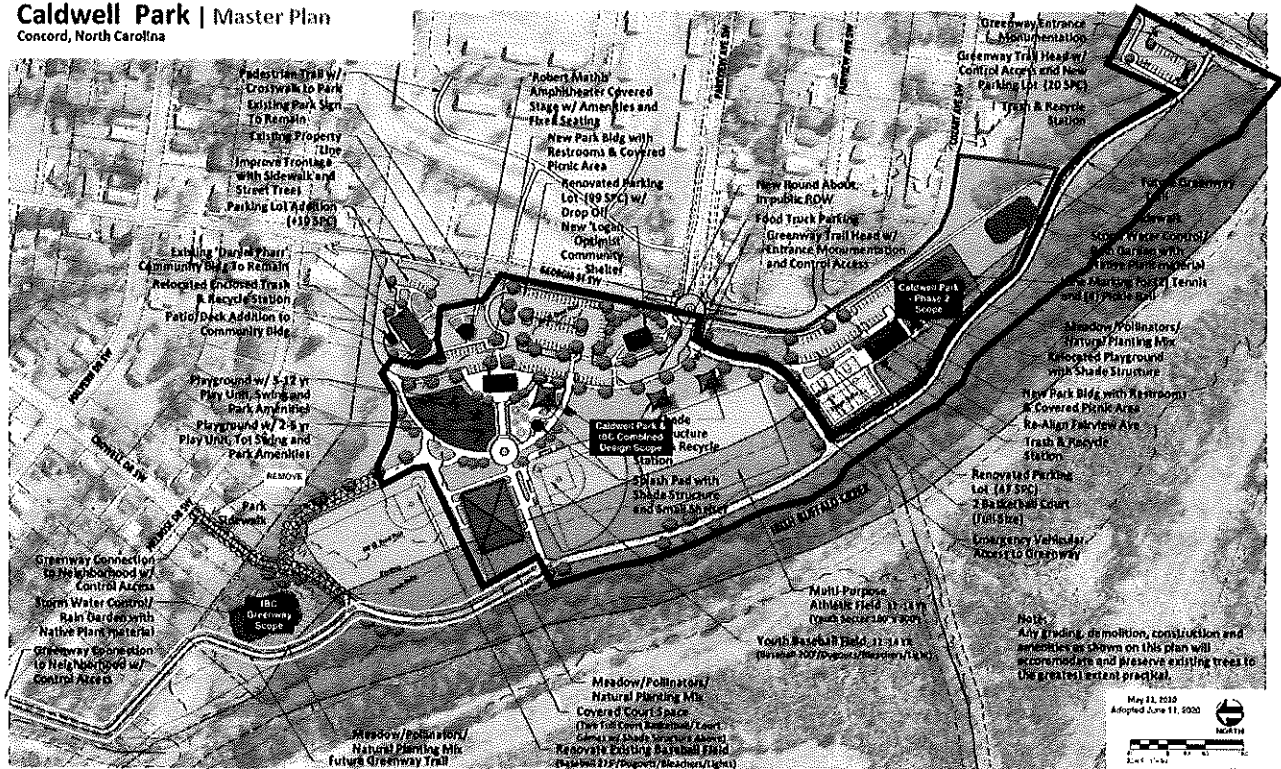
RE: Caldwell Park – Phase 2 Full Design (P2217184.00) - Proposal for Professional Services

Dear Mr. Pauling,

We are excited to continue working with the City of Concord (Client) providing the architectural-engineering design for the phase two development of Caldwell Park. The development of this facility will provide increased recreation facilities and opportunities for Concord residents and provide economic impact to the community through a variety of facilities.

The Client has requested that Benesch provide architectural/engineering services for the phase two development for which a master plan was approved in June 2021. The project limits to be designed are as depicted by the area outlined in red, as shown below:

Caldwell Park | Master Plan
 Concord, North Carolina



Benesch has assembled a team of design professionals to assist with this project. The team we have assembled has worked together on numerous park projects, so our delivery of services will be seamless. Our team includes:

- CPL Architects (CPL)

- HarrisCost LLC (HC)
- Quality Consulting Engineers (QCE)

This proposal contains a summary of the project understanding, our anticipated scope of work, and a schedule of fees for our services.

The following is our proposal for professional services for the Caldwell Park – Phase 2 development:

PROJECT UNDERSTANDING

The City of Concord, through a public planning process, has been working on a vision to redevelop Caldwell Park that will serve the recreational needs of both the City and neighborhood.

A master plan has been developed and accepted by the City Council for this redevelopment. As noted on the master plan, the current proposed phase one park development includes:

- Basketball Courts (2)
- Inclusive Playground w/Shade Structure
- Stormwater Amenity Areas
- Walking Paths
- Restrooms/Picnic Shelter
- Parking Expansion
- Pedestrian and Vehicular Circulation
- Site amenities (benches, trash receptacles, etc.)
- Landscaping

In addition to professional site design and engineering services, this proposal includes professional services for architecture, electrical engineering, and cost estimation. Our professional services for this project will include development of detailed design documents and permitting. Bidding, construction administration and final closeout services will occur in future addendums.

SCOPE OF WORK

Project Startup/Kick-off Meeting

The first step in developing final plans for Caldwell Park will be additional site information gathering. This step will begin with further developing and/or assembling all pertinent information about the project site beyond what was gathered during the master plan and phase one schematic design processes.

Schematic Design Phase

Using the approved master plan, current proposed phase two program and the as-built topographic survey, Benesch will prepare a schematic design level package that can be used for more refined project pricing and initial conversations with permitting agencies.

Ultimately, the schematic design level package for the phase two portion will include the following information:

- Cover Sheet
- Existing Conditions/Clearing/Demolition Plan
- Preliminary Site Layout Plan
- Preliminary Grading and Storm Drainage Plan
- Preliminary Utility Plan (based on proposed building location)
- Preliminary Landscape Plan
- Cut Sheets for playground equipment and surfacing

An updated budget estimate will be developed at the end of the Schematic Design Phase. This estimate will be used to establish a refined construction budget and future design development package for Phase One development. We anticipate one (1) design review meeting with the City (and project team) during the Schematic Design Phase.

Design Development Phase

Using the approved Schematic Design package, Benesch and its sub-consultants will begin preliminary detailed design of the park project. Ultimately, the Design Development Package, which will take us up to a 40-50% Construction Document level will include the following information:

- Cover Sheet
- Existing Conditions
- Preliminary Site Plan
- Preliminary Grading Plan
- Preliminary Sedimentation & Erosion Control Plan
- Preliminary Storm Water Plan
- Preliminary Utility Plan
- Preliminary Landscape Plan
- Preliminary Building Floor Plans/Elevations/Sections
- Preliminary Amenity Area Plans
- Preliminary Construction Details
- Outline Specifications

These plans/documents will be submitted to the Client for review and comment. Revisions will be made based on Client comments. An updated and refined detailed budget estimate will be developed at the end of the Design Development Phase. This estimate will be used to establish the final construction package. We anticipate one (1) design review meeting with the Client (and project team) during the Design Development Phase.

Construction Documents Phase

Upon approval of the Design Development documents, Benesch will transition the Design Development Package into a Final Construction Document package for permitting, bidding and construction. The final documents to be included in the Construction Documents Packages will not be fully determined until the completion of Design Development, but we expect the following plan sheets to be included in these packages:

- Cover Sheet
- Existing Conditions Plan
- Demolition & Clearing Plan
- Overall Site Plan
- Grading & Storm Drainage Plan(s)
- Stormwater Amenity Areas - Plans & Details
- Sedimentation & Erosion Control Plan
- Utility Plan
- Site Electrical Plan
- Earthwork Calculations
- Erosion Control Calculations
- Storm Water Calculations
- Playground Area*/Amenity Plans
- Building Floor Plans Elevations/Sections/Details**
- Site Details

- Project Manual, including specifications

In addition to plan documents, we will provide technical specifications for all proposed improvements. The Project Manual will include any bid documents and/or front-end specifications that may be provided by the Client as part of the bidding process.

*We will coordinate with a mutually agreed upon vendor for design for the playground area. This work will be included in the contract documents in the form of an allowance. The Client may elect to contract separately with this vendor or have the future general contractor sub-contract the work to this vendor. **This proposal also assumes the building structure will be a combination of pre-engineered with some architectural customization.

Design review submittals will be made at 90% and 100% milestones. We anticipate sit down or video conference reviews at each submittal. An updated and refined detailed budget estimate will be developed at the 90% milestone. This estimate will be used to establish the final construction budget.

Architectural Design Services (CPL)

Phase 2 structure included in architectural scope:

- New park building w/restrooms & covered picnic area (probably also has space for equipment storage)

Task I – Schematic Design

To fully define the Schematic Design for the Architectural / MEP scope for the above referenced facilities CPL will attend one (1) schematic design meeting and develop up to two options for each of the referenced buildings. CPL will provide a final schematic deliverable that includes conceptual plans and elevations of each of the facilities.

Task II – Design Development

During Design Development CPL will attend up to two (2) design meetings with the City of Concord. We will develop plans, elevations for review at these meetings and assist with material selections. DD phase will include: preliminary structural plans, preliminary Mechanical/Electrical and Plumbing drawings for park structures, design development, and Opinion of Probable Cost.

Task III – Construction Documentation

CPL will provide Construction Documentation in compliance with the North Carolina State Building Code (2018 edition) and other applicable standards. We will include at a minimum:

1. Code Review
2. Floor Plans
3. Life Safety Plans
4. Elevations
5. Structural Plans
6. M/E/P Plans
7. Specifications

At the conclusion of construction documentation, the drawings will be submitted to the local AHJs for permitting.

Task IV – Bidding (Future Services – Excluded from Fee)

CPL will attend a pre-bid meeting and respond to RFIs during the bidding phase.

Task V – Construction Administration (Future Services – Excluded from Fee)

CPL will attend up to eight (8) OAC meetings and one (1) final punch. We will write and issue a field report for each of these visits. Services also include responding to contractor requests for information, review of submittals, and assembling architectural and MEP closeout information.

Site Electrical Design (QCE)

Based on the current schematic design phase one program, the site electrical scope of work will consist of the following:

1. Site visit during Design Phase to meet with City Maintenance, Power Company and to investigate existing conditions.
2. Coordinate with power company to install new electrical service(s).
3. Provide electrical power feed design for new park building which includes restrooms and picnic area.
4. Coordination with civil engineer for any backflow preventer hot box electrical connections and/or sewage lift stations.
5. Provide pedestrian pathway lighting.
6. Provide new light fixtures on existing poles for the tennis/pickleball courts.
7. Submit signed and sealed permit drawings with specifications on drawings.
8. Respond to Plan Review Comments.
9. Responses to Electrical RFI's.
10. Review of Electrical Shop Drawings.
11. Perform one (1) CA Site Visit and associated Field Report.

Permitting Phases

Once Construction Documents have been completed and approved by the Client, Benesch will submit plans to all relevant review agencies, monitor plans during the review process, and respond to questions until permits have been secured for the project. This proposal assumes all permitting fees will be paid by the Client or the future contractor. Anticipated review agencies include:

- NCDEQ – Sedimentation & Erosion Control
- City of Concord – Stormwater, Site Plan, Zoning and Floodplain
- Cabarrus County – Structures
- Duke Energy – Power/Site Lighting

Bidding Phases (Future Services – Excluded from Fee)

After permits have been secured, Benesch will assist the Client during the bidding phase. The bidding phase shall include the following tasks:

- Preparing bid advertisement for posting for each phase
- Conducting one (1) pre-bid conference for each phase; prepare meeting notes and distribute.
- Responding to bidder's questions, issuing addenda as required clarifying bid documents.
- Conducting one (1) bid opening, providing bid tabulation and contractor recommendation to the Client

This proposal is based on the premise of conducting one single prime formal bid period.



Construction Phases (8 months estimated) (Future Services – Excluded from Fee)

For the purposes of this proposal, we have assumed approximately 8 months for the construction period for both phases. Benesch will assist the Client in administration of the single prime general construction contract(s) by:

- Conducting a pre-construction meeting; distribution of meeting notes
- Conducting monthly (8) construction meetings and distribution of meeting notes
- Conducting site inspections (8) included in this proposal) between monthly meetings to review work at important construction milestones and distribution of field reports.
- Respond to contractor’s Requests for Information (RFI)
- Review shop drawings and product submittals
- Review contractors pay applications

Current pandemic related conditions related to labor, materials and shipping shortages could cause periods of delay that are not in Benesch’s control. Should phases of project construction exceed 12 months, Benesch is available to provide additional construction administration for an additional fee. Benesch has the option to delay site visits during times when construction work is not active.

Project Closeout (Future Services – Excluded from Fee)

In addition to the administration services noted above, Benesch will assist the Client with project closeout for each phase by:

- Attending a pre-final inspection (1) and preparing a pre-final punch list
- Attending a final inspection (1) and preparing a final punch list
- Attending a project closeout walk-thru (1) and providing record documents (as provided by the contractor*) which reflects the completed project.
- Attending one (1) post construction walk-thru five (5) months after close-out to review any construction issues.

*Note: The general contractor(s) will be required to verify as-built conditions for each phase conforms to plans and specifications and provide record drawings to Benesch for inclusion into closeout documents.

COMPENSATION

Based on our current knowledge of work, as well as discussion with the Client regarding the project, Benesch will be responsible for the work as described in the Scope of Work and will work with the Client on a lump sum fee as follows:

Site Design Fees:	Fee
Schematic Design Phase	\$ 10,600
Design Development Phase	\$ 46,600
Construction Documents Phase	\$ 49,000
Permitting Phase	<u>\$ 8,600</u>
Total Site Design Fee	\$114,800

Other needed services (excluded from the above site design fees):

Site Electrical	\$ 9,900
Cost Estimation	\$ 2,200

Architectural Design Services (P/M/E/S/A)	\$ 16,500
Total Sub-Consultant Services:	\$ 28,600

Total fee including site design and subconsultants: \$ 143,700

Reimbursable Expenses (Allowance) \$ 2,500

Reimbursable expenses are costs incurred for shipping, printing, mileage, and other direct costs. Reimbursable expenses are estimated not to exceed the above amount and will not without written authorization from the Client.


WORK NOT INCLUDED

The design and engineering fees quoted above are for the services listed in this proposal. Services beyond the scope of this proposal include:

- Off-site utilities design
- Streetscape improvements to Georgia St. SW/Cozart Ave.
- Right-of-way/Easement services
- Special Inspections or certifications for retaining walls
- Hydraulic analysis/No-Rise studies (completed as a part of the Caldwell Park – Phase 1/IBC Greenway project)
- Rezoning/Special Use Permits
- Pump station systems
- Traffic studies
- Section 401/404 permitting
- Parking lot lighting (this proposal assumes that parking lot lighting will be designed and installed by the electric utility provider)

Once again, it is a pleasure to assist you and the City of Concord with the transitioning of the Caldwell Park Master Plan into detailed design and construction. If you find this proposal to be acceptable, you may indicate your concurrence in the space provided below and return to our office. Once executed, we will begin work immediately. The attached standard Terms and Conditions for Professional Services is incorporated into and made a part of this agreement.

Sincerely,



Jonathan D. Wood, PLA
Senior Project Manager



Brian Cannella, PLA
NC Division Manager, VP

AGREEMENT AND AUTHORIZATION TO PROCEED WITH THE SCOPE OF WORK INDICATED ABOVE.

City of Concord

Date



STANDARD TERMS AND CONDITIONS

SECTION 1 – Services by Consultant

1.1 General

Consultant shall provide services under this Agreement only upon request of the Client, and only to the extent defined and required by the Client. These services may include the use of outside services, outside testing laboratories, and special equipment.

Attachments to this Agreement are as identified on the signature page to this Agreement or using serially numbered Work Authorizations, and with these GENERAL CONDITIONS, are all as attached hereto, and made a part of this Agreement.

1.2 Scope of Services and Fees

The services to be performed by Consultant and the associated fee are attached hereto and made a part of this Agreement or by using serially numbered Work Authorizations, all as identified on the signature page to this Agreement, and shall be performed by the Consultant in accordance with the Client's requirements. The Scope of Services and Fee Estimate (Attachment A) is valid for sixty (60) days, after which Consultant reserves the right to revise the Scope or Fee Estimate.

It is mutually understood that Consultant's fee is not a firm contractual amount, except the total fee by the Consultant shall not be exceeded unless authorized in writing by the Client. The intent of the Scope of Services is to identify the services to be provided by Consultant. However, it is specifically understood that by written notice to Consultant, Client can decrease or, with concurrence of Consultant, increase the Scope of Services.

SECTION 2 – Payments to Consultant

2.1 Method of Payment

Payment for Consultant's personnel services and direct expenses shall be based on the Method of Payment which is identified on the signature page to this Agreement or serially numbered Work Authorizations, attached hereto, and made a part of this Agreement.

2.2 Payment for Personnel Services

2.2.1 Payment

Payment for the services rendered by Consultant's personnel shall be based on the hours of chargeable time and in accordance with Consultant's Schedule of Unit Rates, which is identified on the signature page to this Agreement and attached hereto, and made a part of this Agreement.

2.2.2 Chargeable Time

Chargeable time for Consultant's personnel is that portion of their time devoted to providing services requested by Client. Chargeable time for field personnel located away from Consultant's office for more than one week is a minimum of eight hours per day and five days per calendar week, except for Consultant observed legal holidays or during an employee's sick leave or vacation time. Travel

time from Consultant's office to an assigned work site, and return to Consultant's office, is chargeable time; or if more economical for Client, Consultant shall lodge its personnel overnight near the work site in lieu of traveling back to Consultant's office at the end of each work day.

2.2.3 Overtime Rates

The basis for payment to Consultant for each hour worked in excess of forty (40) hours in any calendar week shall be the applicable hourly rate as specified in the Schedule of Unit Rates.

2.3 Payment for Direct Expenses

2.3.1 Payment

For Direct Expenses incurred by Consultant, payment to Consultant by the Client shall be in accordance with Consultant's Schedule of Unit Rates.

2.3.2 Direct Expenses

For the purposes of this Agreement, Direct Expenses to be contracted and managed by Consultant and payable by Client to Consultant shall include: Outside Services including the services and reimbursable expenses for firms other than Consultant which are necessary for the work the Consultant is directed to perform; Laboratory Tests and related reports necessary for the work the Consultant is directed to perform, either by the Consultant or by an outside service for the Consultant; Special Equipment expenses including the costs of the Consultant locating, acquiring, leasing, or renting any equipment or facilities not currently owned, leased, or rented by Consultant at the time of the request for services which are necessary to enable Consultant to provide the services requested; vehicles furnished by Consultant for Consultant's authorized travels and for Consultant's field personnel; Per Diem expense or actual costs of maintaining Consultant's field personnel on or near the Project site, for each day of field assignment away from Consultant's office; and Other Direct Expenses associated with all services provided hereunder and identified in the Schedule of Unit Rates.

2.4 Payment Conditions

2.4.1 Consultant shall submit monthly invoices for all personnel services and direct expenses under this Agreement and a final invoice upon completion of services.

2.4.2 Invoices are due and payable upon receipt by Client. Interest at a rate of 1.5% per month, or the maximum allowed by law, will be charged on all past due amounts starting thirty (30) days after date of invoice. Payments will first be credited to interest and then to principal.

2.4.3 In the event of a disputed or contested invoice, Client must provide written notice to Consultant within ten (10) days of the date of any invoice, otherwise the invoice will be considered to be correct. In the event Client timely submits in writing a dispute on a particular invoice, only that portion so contested will be withheld from payment and the Client will pay the undisputed portion. No interest will accrue on any reasonably contested portion of the invoice until mutually resolved.

2.4.4 If Client fails to make payment in full to Consultant of amounts owed pursuant to this Section 2 within forty-five (45) days of the date of the invoice, Consultant may, after giving seven (7) days' written notice to Client, suspend services under this Agreement until paid in full, including interest. Consultant shall have no liability to Client for delays or damages caused by such suspension of services. Client agrees to pay all costs of collection, including reasonable attorney's fees, incurred by Consultant as a result of Client's failure to make payments in accordance with this Agreement. No final plans, documents or reports will be released for any purpose until Consultant has been paid in full.

2.4.5 The billing rates specified in the Schedule of Unit Rates for subsequent years shall be adjusted annually in accordance with Consultant's costs of doing business, subject to Client's review and concurrence.

SECTION 3 - Term of Agreement

3.1 Term

Consultant's obligations to perform under this Agreement shall extend from the date of execution until terminated by either party.

3.2 Abandonment of Work

Client shall have the absolute right to abandon any work requested hereunder or to change the general scope of the work at any time, and such action on its part shall in no event be deemed a breach of contract.

3.3 Termination of Agreement

3.3.1 Termination with Cause

The obligation to provide further services under this Agreement may be terminated with cause by either party by written notice stating the basis for the termination and providing 7 days to cure. The termination will be effective seven (7) days after delivery of written notice thereof if the basis for the termination has not been cured. In the event of termination by Consultant caused by failure of the Client to perform in accordance with the terms of this Agreement, Client shall pay for all services performed prior to the effective date of the termination, including all project termination expenses, collection fees and legal expenses. Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment. In the event of termination by the Client caused by failure by Consultant to perform in accordance with the terms of this Agreement, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination and provide information and documents developed under the terms of this Agreement to the Client. Upon receipt of all other information and documents, Client shall pay Consultant for services performed prior to the effective date of the termination.

3.3.2 Termination without Cause

Either party may, at its sole discretion, terminate this

Agreement without cause at any time. In the event of such termination, the terminating party will promptly notify and confirm the termination in writing to the other party. The termination will be effective seven (7) days after delivery of written notice thereof. Upon termination, Consultant shall prepare a progress report, including information as to all the services performed by Consultant and the status of the services as of the date of the termination, and provide information and documents developed under the terms of this Agreement to the Client upon receipt of final payment.

3.4 Payment for Work Upon Abandonment or Agreement Termination

If Client abandons requested work or terminates this Agreement, Consultant shall be paid on the basis of work completed to the date of abandonment or effective date of termination. Consultant shall perform no activities other than reasonable wrap-up activities after receipt of notice of abandonment or termination. Payment for the work shall be as established under Section II.

SECTION 4 - General Considerations

4.1 Assignment and Responsibility for Personnel

4.1.1 The assignment of personnel and all phases of the undertaking of the services which Consultant shall provide hereunder shall be subject to the oversight and general guidance of Client.

4.1.2 While upon the premises of Client or property under its control, all employees, agents, and subconsultants of Consultant shall be subject to Client's rules and regulations respecting its property and the conduct of its employees thereon.

4.1.3 However, it is understood and agreed that in the performance of the work and obligations hereunder, Consultant shall be and remain an independent Consultant and that the employees, agents or subconsultants of Consultant shall not be considered employees of or subject to the direction and control of Client. Consultant shall be responsible for the supervision and performance of all subconsultants which are to perform hereunder.

4.2 Insurance

4.2.1 Consultant shall furnish Client a certificate of insurance upon request showing amounts and types of insurance carried by Consultant, which certificate shall contain a commitment by the Insurance Company that during the time any work is being performed by Consultant under this Agreement it will give Client notice of cancellation or non-renewal of the insurance coverage shown on such certificates in accordance with policy provisions.

4.2.2 Any construction contracts relative to Consultant's Services shall require that the Client and Consultant be included as additional insureds on the contractor's and contractor's subcontractors' commercial general liability and commercial automobile liability insurance policies and that the coverage afforded Client and Consultant is primary to any insurance maintained by Client or Consultant and that Client and Consultant's insurance is non-contributory with any coverage afforded by contractor and subcontractors. Client will also require contractor and all subcontractors to purchase and maintain workers' compensation and employer's liability insurance.

Consultant will name the Client as additional insured on Consultant's commercial general liability insurance.

4.3 Successors and Assigns

4.3.1 Client and Consultant each binds itself and its partners, successors, executors, administrators, assigns, and legal representatives to the other party to this Agreement and to the partners, successors, executors, administrators, assigns, and legal representatives of such other party, in respect to all covenants, agreements, and obligations of this Agreement.

4.3.2 Neither Consultant nor Client shall assign or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other party, except as stated in paragraph 4.3.1 and except to the extent that the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent Consultant from employing such independent consultants, associates, and subconsultants as it may deem appropriate to assist in the performance of services hereunder.

4.3.3 Nothing herein shall be construed to give any rights or benefits hereunder to any one other than Client and Consultant except as otherwise provided herein.

4.4 Compliance with Law

4.4.1 Consultant shall exercise the professional standard of care to comply with, and cause its subconsultants to comply with, applicable Federal, state, and local laws, orders, rules, and regulations in effect at the time services are rendered, and relating to the performance of the services Consultant is to perform under this Agreement. If the Scope of Services requires Consultant to prepare an application for a permit, Consultant does not represent or warrant that said permit or approval will be issued by any governmental body.

4.4.2 Neither the Consultant nor the Consultant's agents or employees shall discriminate against any employee or applicant for employment to be employed in the performance of this Agreement with respect to hiring, tenure, terms, conditions, or privileges of employment, because of race, color, religion, sex, or national origin.

4.5 Ownership and Reuse of Documents

4.5.1 All drawings, specifications, test reports, and other materials and work products which have been prepared or furnished by Client prior to this Agreement shall remain Client's property. Consultant shall be permitted to rely on Client furnished documents and Client shall make available to Consultant copies of these materials as necessary for the Consultant to perform the services requested hereunder.

4.5.2 All drawings, specifications, test reports, and other materials and work products, including computer aided drawings, designs, and other data filed on electronic media which will be prepared or furnished by Consultant (and Consultant's independent professional associates and subconsultants) under this Agreement, are instruments of

service in respect to the Project and Consultant shall retain an ownership and property interest therein whether or not the Project is completed. Client may make and retain copies for information and reference in connection with the use and the occupancy of the Project by Client and others; however, such documents are not intended or represented to be suitable for reuse by Client or others acting on behalf of Client on extensions of the Project or on any other project. Further, Consultant makes no warranty as to the compatibility of computer data files with computer software and software releases other than that used by Consultant in performing services herein, and to the condition or availability of the computer data after an acceptance period of thirty (30) days from delivery to Client. Any reuse without written verification or adaptation by Consultant for the specific purpose intended will be at Client's sole risk and without liability or legal exposure to Consultant or to Consultant's independent professional associates or subconsultants, and Client shall indemnify and hold harmless Consultant and Consultant's independent professional associates and subconsultants from all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Consultant to further compensation at rates to be agreed upon by Client and Consultant.

4.6 Consultant's Personnel at Project Site

4.6.1 The presence or duties of the Consultant personnel at a Project site, whether as onsite representatives or otherwise, do not make the Consultant or its personnel in any way responsible for those duties that belong to the Client and/or the construction contractors or other entities, and do not relieve the construction contractors or any other entity of their obligations, duties, and responsibilities, including, but not limited to, all construction methods, means, techniques, sequences, and procedures necessary for coordinating and completing all portions of the construction work in accordance with the project documents and any health or safety precautions required by such construction work. The Consultant and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions and have no duty for inspecting, noting, observing, correcting, or reporting on health or safety deficiencies of the construction contractor or other entity or any other persons at the site except Consultant's own personnel.

4.6.2 To the extent Consultant's Scope of Work includes construction observation, the Consultant shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. Consultant neither guarantees the performance of the contractor(s) nor assumes responsibility for contractor(s)' failure to perform their work in accordance with the project documents.

4.7 Opinions of Cost, Financial Considerations, and Schedules

In providing opinions of cost, financial analyses, economic feasibility projections, and schedules for the Project, the Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Contractor(s)' methods of determining prices, or over competitive bidding or market conditions. Consultant's opinions of probable Total Project Costs and Construction Costs provided for herein as appropriate are made on the basis of Consultant's experience and qualifications and represent Consultant's judgments as an experienced and qualified professional consultant familiar with the construction industry. Consultant makes no warranty that the Client's actual Total Project or Construction Costs, financial aspects, economic feasibility, or schedules will not vary from the Consultant's opinions, analyses, projections, or estimates. If Client wishes greater assurance as to any element of the Total Project or Construction cost, feasibility, or schedule, Client will employ an independent cost estimator, contractor, or other appropriate advisor.

4.8 Discovery of Unanticipated Pollutant and Hazardous Substance Risks

4.8.1 If Consultant, while performing the services, discovers pollutants and/or hazardous substances that pose unanticipated risks, it is hereby agreed that the scope of services, schedule, and the estimated cost of Consultant's services will be reconsidered and that this Agreement shall immediately become subject to renegotiation or termination.

4.8.2 In the event that the Agreement is terminated because of the discovery of pollutants and/or hazardous substances posing unanticipated risks, it is agreed that Consultant shall be paid for its total charges for labor performed and reimbursable charges incurred to the date of termination of this Agreement, including, if necessary, any additional labor or reimbursable charges incurred in demobilizing.

4.8.3 Client also agrees that the discovery of unanticipated pollutants and/or hazardous substances may make it necessary for Consultant to take immediate measures to protect health and safety. Consultant agrees to notify Client as soon as practically possible should unanticipated pollutants and/or hazardous substances be suspected or encountered. Client authorizes Consultant to take measures that in Consultant's sole judgment are justified to preserve and protect the health and safety of Consultant's personnel and the public. Client agrees to compensate Consultant for the additional cost of taking such additional precautionary measures to protect employees' and the public's health and safety. This section is not intended to impose upon Consultant any duties or obligations other than those imposed by law.

SECTION 5 - Professional Responsibility

5.1 Performance of Services

Consultant shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care").

Consultant expressly disclaims all express or implied warranties and guarantees with respect to the performance of professional services, and it is agreed that the quality of such services shall be judged solely as to whether the services were performed consistent with the Standard of Care. Consultant owes Client only that level of performance defined in this Section 5.1, and nothing herein shall be construed as creating a fiduciary relationship.

If at any time prior to construction Client believes Consultant's services are deficient due to not meeting the Standard of Care, Client must immediately inform Consultant in writing and shall afford Consultant the opportunity to correct such deficiency. If, upon review by Consultant it is determined there is a deficiency that fails to meet the standard of care and it is attributable to Consultant, the deficiency shall be corrected at no additional cost to Client.

5.2 Limitation of Liability

Client and Consultant agree to allocate certain of the risks so that, to the fullest extent permitted by law, Consultant's total liability to Client is limited to the amount paid under the contract or \$50,000 whichever is greater, this being the Client's sole and exclusive remedy for any and all injuries, damages, claims, losses, expenses, or claim expenses (including attorney's fees) arising out of this Agreement from any cause or causes. Such causes include, but are not limited to, Consultant's negligence, errors, omissions, strict liability, breach of contract, or breach of warranty.

5.3 No Special or Consequential Damages

Client and Consultant agree that to the fullest extent permitted by law neither party shall be liable to the other for any special, indirect, or consequential damages whatsoever, whether caused by either party's negligence, errors, omissions, strict liability, breach of contract, breach of warranty, or other cause or causes.

5.4 Indemnification

To the fullest extent permitted by law, Client and Consultant mutually agree to indemnify and hold each other harmless from and against any and all claims, damages, losses and expenses, defense costs including reasonable attorneys' fees, and court or arbitration costs and other liabilities arising from their own negligent acts, errors or omissions in performance of their services under this Agreement, but only to the extent caused that each party is responsible for such damages, liabilities and costs on a comparative basis of fault.

5.5 No Third Party Beneficiaries

Client and Consultant expressly agree that this Agreement does not confer upon any third party any rights as beneficiary to this Agreement. Consultant accepts no responsibility for damages, if any, suffered by any third party as the result of a third party's use of the work product, including reliance, decisions, or any other action taken based upon it.

Client agrees that Consultant's services and work products are for the exclusive present use of Client. Client agrees

that Consultant's compliance with any request by Client to address or otherwise release any portion of the work product to a third party shall not modify, rescind, waive, or otherwise alter provisions of this Agreement nor does it create or confer any third party beneficiary rights on any third party.

SECTION 6 - Miscellaneous Provisions

6.1 Notices

Any notice to either party herein shall be in writing and shall be served either personally or by registered or certified mail addressed to the signing party shown on the signature page.

6.2 Joint Preparation

For purposes of contract interpretation and for the purpose of resolving any ambiguity in this Agreement, the parties agree that this Agreement was prepared jointly by them and/or their respective attorneys.

6.3 Headings

Headings used in this Agreement are for the convenience of reference only and shall not affect the construction of this Agreement

6.4 Severability

If any of the provisions contained in this Agreement are held for any reason to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability will not affect any other provision, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

6.5 Dispute Resolution

If negotiation in good faith fails to resolve a dispute within thirty (30) days of written notice of the dispute by either party, then the parties agree that, with the exception of claims that are subject to the applicable venue's small claims court jurisdiction, each dispute, claim or controversy arising from or related to this Agreement or the relationships which result from this Agreement shall be subject to mediation as a condition precedent to initiating legal or equitable actions by either party. Unless the parties agree otherwise, the mediation shall be in accordance with the Commercial Mediation Procedures of the American Arbitration Association then currently in effect. A request for mediation shall be filed in writing with the American Arbitration Association and the other party. No legal or equitable action may be instituted for a period of ninety (90) days from the filing of the request for mediation unless a longer period of time is provided by agreement of the parties. Cost of mediation shall be shared equally between the parties and shall be held in a location mutually agreed upon by the parties. The parties shall memorialize any agreement resulting from the mediation in a mediated settlement agreement, which agreement shall be enforceable as a settlement in any court having jurisdiction thereof.

During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations

hereunder. Any dispute not resolved through mediation shall be subject to litigation in a court of competent jurisdiction in the state in which the project is located.

6.6 Equal Opportunity

Consultant will, in the performance of this Agreement, comply with federal, state, and local laws, and all regulations and orders issued under any applicable law related to equal employment opportunity, non-discrimination, or employment generally.

Consultant certifies that it will not knowingly employ or contract with a non-legal resident of the United States to perform work under this Agreement, and verifies or attempts to verify employee eligibility of its employees through participation in the U.S. Department of Homeland Security and Social Security Administration's E-Verify system.

6.7 Governing Law

This Agreement is to be governed by the laws of the jurisdiction in which the project is located. For locations outside of the United States, this Agreement shall be governed by the laws of the State of Illinois.

6.8 Entire Agreement

This Agreement, along with those documents specified, attached, or hereby cited together, and serially numbered Work Authorizations if used, constitute the entire Agreement between the parties hereto and no changes, modifications, extensions, terminations, or waivers of this Agreement, or other documents, or any of the provisions herein, or therein contained, shall be valid unless made in writing and signed by duly authorized representatives of both parties.

EXHIBIT "B"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF MECKLENBURG

I, BRIAN CANNELLA (the individual signing below), being duly authorized by and on behalf of ALFRED BENESCH & CO. (the legal name of the entity entering the contract, "Employer")

after first being duly sworn hereby swears or affirms as follows:

1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-25(5).
2. Employer understands that Employers Must Use E-Verify. Each employer, after hiring an employee to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
 - a. YES , or
 - b. NO .
4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This 10th day of FEB., 2022

[Signature]

Signature of Affiant
Print or Type Name: BRIAN CANNELLA

State of North Carolina County of MECKLENBURG

Signed and sworn to (or affirmed) before me, this the 10th

day of FEBRUARY, 2022

My Commission Expires:
02-20-24

Notary Public

(Affix Official/Notarial Seal)

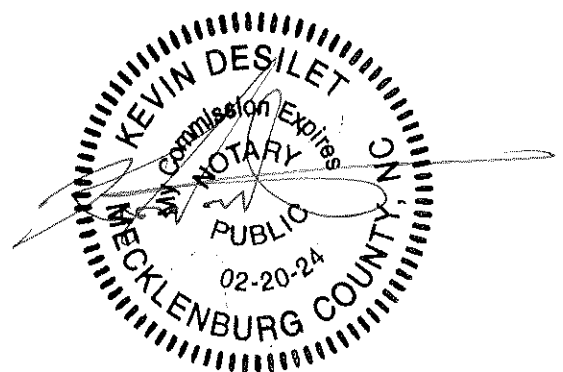


EXHIBIT "C"

TAX FORM(S)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Alfred Benesch & Company

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC C Corporation S Corporation Partnership Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____
(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
35 West Wacker Drive, Suite 3300

6 City, state, and ZIP code
Chicago, IL 60601

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number

				-						
--	--	--	--	---	--	--	--	--	--	--

OR

Employer identification number

3	6	-	2	4	0	7	3	6	3
---	---	---	---	---	---	---	---	---	---

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

- Under penalties of perjury, I certify that:
- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
 - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
 - I am a U.S. citizen or other U.S. person (defined below); and
 - The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here Signature of U.S. person ▶ *Kevin S. Han* Date ▶ 01/05/2021

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT "D"

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
1/3/2022

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

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

PRODUCER Ames & Gough 859 Willard Street Suite 320 Quincy, MA 02169	CONTACT NAME: PHONE (A/C, No, Ext): (617) 328-6555		FAX (A/C, No): (617) 328-6888
	E-MAIL ADDRESS: boston@amesgough.com		
INSURED Alfred Benesch & Company 2359 Perimeter Point Parkway Suite 350 Charlotte, NC 28208	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Charter Oak Fire Insurance Company A++ (XV)		25615
	INSURER B : Travelers Property Casualty Company of America		25674
	INSURER C : Phoenix Insurance Company A++, XV		25623
	INSURER D : Berkshire Hathaway Specialty Insurance Company		22276
	INSURER E : INSURER F :		

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:	X	X	630-0D870755	5/31/2021	5/31/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY	X	X	BA-0N614884	5/31/2021	5/31/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0	X	X	CUP-9R47920A	5/31/2021	5/31/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000
C	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	UB-5K723986	5/31/2021	5/31/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Professional Liab			47EPP30529704	5/31/2021	5/31/2022	Per Claim \$ 5,000,000
D				47EPP30529704	5/31/2021	5/31/2022	Aggregate \$ 5,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
If A1 box is checked, GL Endt Form# CGD604, Auto Endt Form# CAT499 to the extent provided therein applies and all coverages are in accordance with the policy terms and conditions.

RE: Project Manager Name: Jon Wood; Benesch Project Nbr:P2217124/125; Caldwell Park/Irish Buffalo Creek Greenway

City of Concord shall be listed with respect to General, Auto and Umbrella Liability where required by written contract. A Waiver of Subrogation and 30 Day Notice of Cancellation is provided in accordance with the policy terms and conditions.

CERTIFICATE HOLDER City of Concord Attn: Jason Pauling PO Box 308 Concord, NC 28026	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE <i>Jared Maxwell</i>
--	--

EXHIBIT "E"

SAMPLE ADDENDUM

Addendum No. _____

This Addendum No. _____, is attached to and made part of the Standard Form of Agreement for Professional Services dated _____, as executed by and between the City of CONCORD and ALFRED BENESCH & COMPANY. The following modifications are identified and made, and become effective as of _____ [Date]:

<Describe specifically the modifications intended between the parties. Modifications may involve scope (additional/reduced scope), schedule, fee (lump/hourly/T&M/reimbursable), Addendum, etc.>

<Attachments may be referenced to specify the modification and should be separately referred in this Addendum and referred to as Attachment A, B, C, etc.>

The parties agree to amend the Standard Form of Agreement for Professional Services dated _____, by way of this Addendum No. _____, as shown above and/or attached hereto. *Except as expressly contained and amended herein, all other terms, agreements and conditions, as contained and set forth in the Contract are hereby affirmed and ratified.*

Services and/or Work intended to be modified by this Addendum will only commence upon the full execution of this Addendum, and when returned to the above-identified personnel.

IN WITNESS WHEREOF, this Agreement is accepted as of the date first written above.

CITY OF CONCORD:

ALFRED BENESCH & COMPANY

By: _____

By: _____

City Manager

Signature of President/Vice President/Manager/Partner_

Date: _____

Printed Name: _____

Title: _____

Date: _____

ATTEST BY:

ATTEST: _____

BY: _____

City Clerk

Signature of Vice President, Secretary, or other officer

Printed Name: _____

Title _____

APPROVED AS TO FORM:

Attorney for the City of Concord

APPROVAL BY CITY FINANCE OFFICER

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

Signature

RESOLUTION DECLARING THE INTENT OF THE CITY OF CONCORD TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF PARKS AND RECREATION IMPROVEMENTS FROM THE PROCEEDS OF CERTAIN TAX EXEMPT OBLIGATIONS.

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

WHEREAS, the City hereby finds and determines that it is in the best interests of the City to acquire, construct and equip certain improvements to its parks (collectively, the “Projects”);

WHEREAS, the City reasonably expects to receive the proceeds of the sale of tax-exempt obligations (the “Obligations”) during fiscal year 2023 or later to finance the Projects;

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

WHEREAS, the City will advance moneys from funds currently on hand to pay for the Capital Expenditures and the City intends, and reasonably expects, to reimburse itself for the Capital Expenditures from a portion of the proceeds of the sale of the Obligations to be issued by the City;

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

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

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

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

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

ADOPTED AND APPROVED this 10th day of March, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Approval of Reimbursement Resolution
Jessica Jones, Finance Director

RESOLUTION DECLARING THE INTENT OF THE CITY OF CONCORD TO REIMBURSE ITSELF FOR CAPITAL EXPENDITURES INCURRED IN CONNECTION WITH THE ACQUISITION, CONSTRUCTION AND EQUIPPING OF WATER SYSTEM IMPROVEMENTS FROM THE PROCEEDS OF CERTAIN TAX EXEMPT OBLIGATIONS TO BE EXECUTED AND DELIVERED DURING FISCAL YEAR 2023.

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

WHEREAS, the City hereby finds and determines that it is in the best interests of the City to acquire, construct and equip certain improvements to its water system (collectively, the “*Projects*”);

WHEREAS, the City reasonably expects to receive the proceeds of the sale of tax-exempt obligations (the “*Obligations*”) during fiscal year 2023 to finance the *Projects*;

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

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

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

Section 1. ***Official Declaration of Intent.*** The City presently intends, and reasonably expects, to reimburse itself for the Original Expenditures incurred and paid by the City on or after the date occurring 60 days prior to the date of adoption of this Resolution from a portion of the proceeds of the *Obligations*. The City reasonably expects to execute and deliver the *Obligations* to finance all or a portion of the costs of the *Projects* and the maximum principal amount of *Obligations* expected to be executed and delivered by the City to pay for all or a portion of the costs of the *Projects* is \$27,000,000.

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

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

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

ADOPTED AND APPROVED this 10th day of March, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Approval of Reimbursement Resolution
Jessica Jones, Finance Director

WASTEWATER SERVICE AGREEMENT

This Wastewater Service Agreement (this “Agreement”), made and entered into as of the later of the dates of execution hereof by and among the Water and Sewer Authority of Cabarrus County, a public body politic and corporate of the State of North Carolina (“WSACC”), the City of Concord, North Carolina, a municipal corporation (“Concord”), the City of Kannapolis, North Carolina, a municipal corporation (“Kannapolis”), the Town of Harrisburg, North Carolina, a municipal corporation (“Harrisburg”), the Town of Mt. Pleasant, North Carolina, a municipal corporation (“Mt. Pleasant”), and the County of Cabarrus, North Carolina, a political subdivision (“Cabarrus County”) provides that;

WHEREAS, WSACC was organized under the provisions of the North Carolina Water and Sewer Authorities Act, being Article 1 of Chapter 162A of the General Statutes of North Carolina, as amended (the “Act”), by the governing bodies of Concord, Kannapolis, Harrisburg, Mt. Pleasant and Cabarrus County (collectively the “Member Jurisdictions”) for the purpose of acquiring, constructing, operating and maintaining certain water and sewer system facilities;

WHEREAS, WSACC is governed by a Board of Directors comprised of representatives from the governing bodies of each of the Member Jurisdictions, which are its organizing jurisdictions;

WHEREAS, WSACC is the primary planning agent for water and sewer facilities, provides wholesale wastewater transportation and treatment for the Member Jurisdictions, and provides reservoir management for some, or all, of the Member Jurisdictions and plans for the provision of wholesale water and may, when tasked by the Member Jurisdictions, provide retail water and sewer service;

WHEREAS, in furtherance of such purpose, among other things, WSACC currently owns, operates and maintains the Rocky River Regional Wastewater Treatment Plant and certain related property (the “RRRWWTP”), and the Muddy Creek Wastewater Treatment Plant and certain related property (the “MCWWTP”), owns and maintains 148 miles of interceptor sewer lines and five (5) wastewater pump stations that provide services for the Member Jurisdictions (the “Existing Wastewater Disposal Facilities”);

WHEREAS, it appears that it will be necessary for WSACC to expand or improve its facilities to provide additional capacity to the Member Jurisdictions and to issue revenue bonds to finance a portion of the cost thereof; and

WHEREAS, under Article 20 of Chapter 160A of the North Carolina General Statutes, as amended (the “Interlocal Act”), municipalities and counties are authorized to enter into interlocal cooperation undertakings with other local governments for the joint exercise of any power, function, public enterprise, right, privilege, or immunity of local governments in North Carolina;

WHEREAS, the parties hereto desire to enter into this Agreement in accordance with the Interlocal Act to establish certain terms and conditions with respect to the operation and maintenance of the Existing Wastewater Disposal Facilities, the expansion or improvement thereof and the provision of other improvements, the financing thereof and certain other matters;

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

ARTICLE I

Certain Responsibilities of WSACC

Section 1.1 Operation and Maintenance of Sewer Facilities. WSACC shall operate and maintain the Existing Wastewater Disposal Facilities and any expansions or improvements thereof or other improvements for the collection, treatment or disposal of sewage which it owns or leases (collectively the “Sewer Facilities”) so as to provide reliable treatment of sewage delivered to it pursuant to this Agreement and by any other Member Jurisdiction or other person, as defined in Section 162A-2(6) of the Act, with whom WSACC enters into an agreement for the treatment of sewage by WSACC.

WSACC shall accept sewage for treatment from each Member Jurisdiction and person with whom it has agreed to do so at such points of delivery on the Sewer Facilities as shall be agreed to by WSACC and such Member Jurisdiction or other person. WSACC shall operate and maintain the Sewer Facilities as a part of its water and sewer system in an efficient and economical manner, making necessary or appropriate repairs, replacements, expansions and improvements, consistent with principles of sound financial and operational management, and otherwise as hereinafter provided. Such principles are currently described in Financial Goals & Guidelines adopted by WSACC on May 19, 2016, and are subject to amendment by WSACC.

In connection with repairing, replacing, expanding and improving the Sewer Facilities, WSACC shall maintain a long-term capital improvement program, which it shall periodically update and may otherwise amend. Such capital improvement program is currently described in Capital Improvement Program FY 21-22 and Five Planning Years, adopted by WSACC on April 15, 2021.

WSACC shall operate and maintain the Sewer Facilities in accordance with the provisions of the Sewer Use Ordinance for the Rocky River Regional Wastewater Treatment Plant adopted by WSACC on August 18, 1994, as it may be amended from time to time by WSACC to be consistent with applicable laws and regulations of the State of North Carolina (the “State”) and the United States of America and agencies thereof (the “Sewer Use Ordinance”).

WSACC shall also observe the provisions of each Pretreatment Agreement entered into by it and a Member Jurisdiction or other person pursuant to the Clean Water Act of 1977 and 40 CFR Section 403 of the Federal Regulations (collectively the “Pretreatment Agreements”) in operating and maintaining the Sewer Facilities.

In addition, WSACC shall observe the applicable provisions of the general trust indenture and series indenture under which WSACC will issue and secure its water and sewer system revenue bonds and notes (collectively the “Bond Indenture”) in operating and maintaining the Sewer Facilities and WSACC’s other facilities.

Section 1.2 Compliance with Applicable Law. WSACC shall comply with all National Pollutant Discharge Elimination System permit limits and conditions as well as all local, State or federal laws and regulations which are applicable to the operation, maintenance or use by it of the Sewer Facilities.

WSACC and the Member Jurisdictions each recognize that the services provided by WSACC under this Agreement are subject to governmental regulations and local, State and federal laws that change from time-to-time. This Agreement shall be read and interpreted in all cases to permit WSACC and the Member Jurisdictions to comply with applicable laws and regulations and the parties hereto agree to amend this Agreement if necessary to comply with such applicable laws and regulations.

Section 1.3 Revenues and Expenses. WSACC shall bill and collect revenues for sewage services, including sewage transportation and treatment services, provided by it to any Member Jurisdiction and other persons, including non-domestic surcharge customers. WSACC shall be responsible for paying all expenses incurred in connection with the operation and maintenance of the Sewer Facilities, except as may be otherwise provided herein or in any related agreement.

WSACC shall bill for its sewage services on the basis of rates, fees and charges established pursuant to Article III hereof and applicable provisions of the Sewer Use Ordinance, the Pretreatment Agreements and the Bond Indenture. In connection therewith, WSACC shall provide meters to determine and record on a continuing basis the quantities of sewage delivered by any Member Jurisdiction or other person. Meters will be calibrated by WSACC or its contractor for accuracy not less than quarterly. At the request of any Member Jurisdiction, WSACC shall test any meter for accuracy at any time; provided, however, that should such meter prove to be accurate within a range of plus or minus five percent (5%), the cost of the meter test shall be borne by the requesting Member Jurisdiction. In the event any meter shall fail to record correctly the flow of sewage for any period of time, WSACC shall estimate the amount of flow on the basis of prior experience or other reliable information.

WSACC shall collect revenues for its sewage services in accordance with its collection policies, which WSACC may amend from time to time in its discretion, and applicable provisions of the Sewer Use Ordinance, the Pretreatment Agreements and the Bond Indenture. The current collection policy of WSACC applicable to the Member Jurisdictions is described in WSACC’s current annual budget.

Section 1.4 Acceptance of Wastewater. WSACC recognizes that a Member Jurisdiction must obtain approval from the North Carolina Department of Environmental Quality (“NCDEQ”) of any proposed construction of new sewer lines, public or private, and that such approval can be granted only if WSACC can accept and treat the volume of sewage projected to be delivered through such lines. WSACC will adopt a policy in compliance with NCDEQ requirements as to accepting such sewage for treatment and provide a response to a Member Jurisdiction requesting

WSACC to treat such sewage in accordance with WSACC's Sewer Allocation and Commitment Policy, as it may be amended from time to time. WSACC will not accept sewage for treatment from any proposed sewer line unless the Sewer Facilities have sufficient capacity to treat such sewage.

Except as provided below, WSACC may enter into additional agreements to treat sewage as WSACC determines to be necessary or appropriate. Persons receiving service pursuant to such agreements will be billed for such service on an equitable basis as WSACC may determine, taking into account all users, and on the same basis as similar users, to the extent practicable.

Subject to the provisions of the Bond Indenture, WSACC shall seek to operate, maintain and develop such sewage disposal facilities as may be required under applicable law to meet the reasonable needs of each Member Jurisdiction or other person with whom it has agreed to treat sewage. WSACC will not intentionally impede the residential, commercial or industrial growth or development of any Member Jurisdiction by arbitrary or capricious discrimination against it in any expansion of its sewer system and, in the event that making sewage disposal facilities available to treat sewage from an area proposed to be annexed by a Member Jurisdiction is required by law as a condition to such annexation, WSACC will use its best efforts in good faith to provide such facilities or to assist such Member Jurisdiction to provide such facilities. In connection therewith, WSACC may agree to be responsible for such portion of the design, acquisition or construction of such facilities or other related work, the related costs, any related financing and such other matters as WSACC may determine to be appropriate. WSACC, however, reserves the right to limit the quantity of sewage accepted by it from any Member Jurisdiction or other person if such sewage, together with all other sewage accepted by WSACC, would, in the sole determination of WSACC, unreasonably burden the efficient operation of the Sewer Facilities. In all cases the provisions of this paragraph are subject to the Capacity Agreement, as defined in Section 4.12, and any similar agreement to be entered into by WSACC and the Member Jurisdictions.

WSACC will repair, replace, expand and improve the Sewer Facilities in accordance with its capital improvement program

Section 1.5 Charlotte Water. The Member Jurisdictions expressly acknowledge that WSACC has contractual capacity allocation obligations to Charlotte Water as set forth in that certain Water and Sewer Agreement between WSACC and Charlotte Water dated June 13, 1996, as amended, and that such obligations may affect the available capacity of the Sewer Facilities.

ARTICLE II

Certain Responsibilities of Member Jurisdictions

Section 2.1 Delivery of Wastewater. Except as provided below, each Member Jurisdiction shall deliver to WSACC all sewage collected by it through its sewer system and shall not provide for the disposal of sewage collected by it in any other manner. Each Member Jurisdiction shall be responsible for the acquisition, construction, operation, maintenance and financing of all sewers and other facilities for the collection and delivery of sewage to WSACC, except to the extent that WSACC expressly agrees to share such functions or their costs.

Each Member Jurisdiction will also notify WSACC in writing and, upon request, confer with representatives of WSACC before agreeing to accept the sewage of any other Member Jurisdiction or other public entity which additional sewage would have to be treated by WSACC.

If a Member Jurisdiction is advised by WSACC that WSACC is unable to accept additional sewage because of insufficient capacity of the Sewer Facilities, then such Member Jurisdiction shall not agree to accept or commit additional sewage until (a) such capacity is sufficiently increased by WSACC, (b) adequate alternative sewage disposal arrangements are made by WSACC, (c) the Member Jurisdiction is advised by WSACC that the Member Jurisdiction nevertheless may deliver additional sewage to WSACC or (d) the Member Jurisdiction provides for alternative sewage disposal arrangements as hereinafter provided and such arrangements are in effect.

Each Member Jurisdiction agrees that it will not acquire, construct, use or otherwise provide for any sewage disposal facilities other than those of WSACC except to the extent that:

(a) WSACC cannot meet or otherwise provide for the sewage disposal needs of the Member Jurisdiction, except for any temporary interruption of service, in which case the Member Jurisdiction may acquire, construct, use or otherwise provide for any sewage disposal facilities other than those of WSACC to the extent necessary to dispose of sewage collected by it which WSACC cannot dispose of or make other provision for, and the Member Jurisdiction shall otherwise continue to deliver sewage collected by it to WSACC as provided in this Agreement; or

(b) WSACC agrees to such alternative sewage disposal arrangement; or

(c) the Member Jurisdiction acquires, constructs or operates any sewage collection system in a drainage basin outside Cabarrus County which is not directly or indirectly tributary to the Rocky River and the Member Jurisdiction determines in good faith that it would not be cost-effective to deliver the related sewage to the Sewer Facilities of WSACC; or

(d) the Member Jurisdiction acquires or operates any existing sewage treatment facilities in circumstances where the Member Jurisdiction determines in good faith that it would not be cost-effective to provide sewers and other facilities to deliver the related sewage to the Sewer Facilities of WSACC or to the Member Jurisdiction's sewer system for treatment by WSACC and to close such sewage treatment facilities, in which case the Member Jurisdiction may own or operate such sewage treatment facilities until such time as it becomes cost-effective for the Member Jurisdiction to connect the part of its sewage collection system served by such sewage treatment facilities to the Sewer Facilities of WSACC or to the Member Jurisdiction's sewer system for treatment by WSACC and to close such sewage treatment facilities, provided that the National Pollutant Discharge Elimination System permit required in connection with the ownership or operation of such sewage treatment facilities shall be in the name of the Member Jurisdiction during the period of their ownership or operation by the Member Jurisdiction and that it will notify WSACC in writing of its intent to obtain such permit at least sixty (60) days in advance of submitting its application for such permit.

Section 2.2 Payment for Services. Each Member Jurisdiction shall pay promptly, when due, all rates, fees and charges of WSACC which are established pursuant to Article III hereof and

N.C. Gen. Stat. § 162A-200, *et seq.*, without limitation, and billed to it from time to time; provided, however, that such rates, fees and charges shall be payable solely from revenues received by each such Member Jurisdiction from the rates, fees and charges paid by the users of its water and/or sewer system and available to it for such purpose, including availability fees, connection fees or any other fees, and other system revenues or, if such sources are not sufficient therefor, any other moneys except moneys derived from any exercise of its taxing power.

Each Member Jurisdiction shall establish, bill and collect from the users of its water and/or sewer system such rates, fees and charges as are expected to be sufficient to enable it to make the payments to WSACC required under this Section. WSACC will notify each Member Jurisdiction by May 1 of each year and upon its request as to the estimated amounts necessary for such payments.

In the event that a Member Jurisdiction fails to pay any amount payable to WSACC under this Section within thirty (30) days after it is due, such Member Jurisdiction shall also pay to WSACC interest on such unpaid amount, which interest shall accrue at the rate then charged with respect to overdue taxes due to the State of North Carolina pursuant to Section 105-241.21 of the General Statutes of North Carolina, as amended, until such unpaid amount and the interest thereon have been paid in full.

Each Member Jurisdiction agrees that its obligations under this Section shall be absolute, unconditional and irrevocable and shall be performed strictly in accordance with the terms hereof and without abatement or reduction, whether by offset or otherwise. Payment of all rates, fees and charges billed to it by WSACC shall be due notwithstanding any dispute as to the accuracy thereof or any temporary interruption of service in accordance with this Agreement.

WSACC will, by a lump sum payment within forty-five (45) days of determination, refund any rates, fees or charges or parts thereof that WSACC or a court of competent jurisdiction by final judgment determines were inaccurate or otherwise not entitled to be collected from a Member Jurisdiction. Rather than making a refund by a lump sum payment, WSACC and the Member Jurisdiction may agree that WSACC may make such refund in successive monthly installments over such period as they determine to be appropriate, not exceeding twenty-four (24) months from the last date a lump sum refund would have been due, together with interest on the unpaid amount thereof as they determine to be appropriate.

Section 2.3 Continuing Disclosure Obligations. In connection with the issuance by WSACC of bonds and notes to expand or improve its facilities to provide additional capacity to the Member Jurisdictions WSACC will provide certain information about the Member Jurisdictions and their utilities systems as part of disclosure for the issuance of those bonds and notes. In addition WSACC may be required to enter into a continuing disclosure undertaking to provide notice of certain material event and annual information about the Member Jurisdictions and their utilities systems. Each Member Jurisdiction agrees to provide such information as WSACC determines necessary to fulfill its obligations to provide material disclosure for the issuance of the bonds and notes and its continuing disclosure undertakings related to outstanding bonds and notes.

ARTICLE III

Rates, Fees and Charges

WSACC will establish rates, fees and charges for the use of and for the services provided or to be provided by it through the Sewer Facilities so that the revenues received by WSACC therefrom, together with any other available revenues or funds of its water and sewer system, will be sufficient at all times to pay the cost of operating, maintaining, repairing, replacing, expanding and improving the Sewer Facilities, to pay debt service on revenue notes or bonds of WSACC or debt service on other indebtedness incurred or assumed by WSACC in connection with the ownership or operation of the Sewer Facilities, and to provide reserves for such purposes, all as WSACC may determine to be necessary or appropriate. Such rates, fees, and charges will be in effect for each fiscal year in accordance with the annual budget ordinance adopted by the WSACC Board of Directors.

Such rates, fees and charges shall be subject to increase, decrease and revision in accordance with and pursuant to the Bond Indenture from time to time and without limitation to the extent that any such increase, decrease or revision shall be required in order to comply with the covenants of WSACC contained in the Bond Indenture with respect to the generation of revenues or receipts of WSACC and the rates, fees and charges to be levied by WSACC in order to comply with such covenants and further to the extent that such increase, decrease or revision shall be deemed necessary or appropriate by WSACC. In particular, such rates, fees and charges may be increased or revised by WSACC in accordance with the Bond Indenture to offset any decrease in the revenues or receipts of WSACC resulting from any failure by any Member Jurisdiction or other person to pay for its use of or for the services provided or to be provided to it through the Sewer Facilities. Notice of any proposed increase, decrease or revision of rates, fees or charges shall be provided to each Member Jurisdiction in writing not less than sixty (60) days prior to the proposed effective date of such increase, decrease or revision, unless such lesser time period is necessary to comply with the Bond Indenture.

ARTICLE IV

Other Provisions

Section 4.1 Books and Records. WSACC shall keep proper books and records in accordance with accepted accounting practices which shall be available for inspection at all reasonable times by a Member Jurisdiction through its duly authorized agents. WSACC shall cause an annual audit of its books and records to be made by an independent certified public accountant at the end of each fiscal year and a certified copy thereof to be filed promptly with the governing body of each Member Jurisdiction.

Section 4.2 Remedies and Limitations. The parties hereto shall execute all instruments and take all such actions as are required and appropriate to effectuate this Agreement and the express intention or purpose hereof. If either party should breach this Agreement, then the other party may, at its election or discretion, enforce its rights in a civil action for specific performance or damages. Cancellation, termination or rescission of this Agreement shall not be a remedy for the parties hereunder. If any party should elect to waive any right or claim arising under this

Agreement, such waiver shall not be deemed a waiver of any other right or claim provided for herein.

Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The parties agree that the mediation will be conducted and governed by the North Carolina Rules Implementing Statewide Mediated Settlement Conferences in Superior Court Civil Actions, and N.C.G.S. § 7A-38.1(c) except as specifically provided otherwise herein. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in Cabarrus County, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

Section 4.3 Governing Law and Venue. This Agreement is entered into and is to be performed in the State of North Carolina. This Agreement and the legal relations between the parties hereto shall be governed by, and construed in accordance with, North Carolina law, without reference to the conflict of laws principles thereof. The Parties further agree that the sole and exclusive venue of any action arising out of this Agreement shall be the state courts located in Cabarrus County, North Carolina.

Section 4.4 Binding Obligation. The parties represent and warrant that they have taken all actions and obtained all authorizations, consents and approvals as are a condition precedent to their authority to execute this Agreement and that this Agreement constitutes a valid and binding obligation on their parts. Furthermore, in the event that for any reason the conditions precedent to a party's authority to execute this Agreement have not been accomplished in accordance with statutory requirements or other requirements, then the parties agree that they will undertake whatever actions are necessary to fulfill the conditions precedent so that this Agreement will be binding on both parties.

Section 4.5 Amendment or Supplement of Agreement. This Agreement may be amended or supplemented only by an agreement in writing executed in the same manner as this Agreement and approved by a vote of the majority of the members of each of the respective governing bodies of the Member Jurisdictions and WSACC. Subject to the provisions of the Bond Indenture, this Agreement may be amended or supplemented to provide for, among other matters, the transfer by a Member Jurisdiction to WSACC of additional responsibilities with respect to sewage or water services provided by a Member Jurisdiction and the undertaking of such responsibilities by WSACC as a part of its water and sewer system, which transfer may include a transfer of ownership of the related facilities.

Section 4.6 Costs. Each party will pay its own fees and expenses (including attorneys' and accountants' fees, legal costs, and expenses) incurred in connection with this Agreement, and the consummation of the transactions contemplated hereby.

Section 4.7 Additional Agreements. The Bond Indenture will authorize the issuance of water and sewer system revenue notes and bonds of WSACC secured by the revenues of a combined water and sewer system of WSACC of which the Sewer Facilities are a part. Accordingly, any additional agreement to be entered into by WSACC and any Member Jurisdiction or other person for sewage service or water service to be provided to it by WSACC

through such system or some other use by it of such system shall also be subject to the applicable provisions of the Bond Indenture. Nothing herein will limit the ability of WSACC to amend the Bond Indenture at any time.

Section 4.8 Term of Agreement. This Agreement shall be in full force and effect from the later of the dates of execution hereof until June 30, 2057 and may be extended by agreement of the parties hereto.

Section 4.9 Limitation on Indebtedness. WSACC shall not incur or assume any indebtedness in connection with the ownership or operation of the Sewer Facilities the final maturity or installment of the principal of which is due after the term of this Agreement, including any extension hereof, or the term of any agreement approved by the parties hereto which replaces this Agreement.

Section 4.10 Counterparts; Electronic Signature. This Agreement may be executed in any number of counterparts, by manual, facsimile, digital, electronic or .pdf file signatures, each of which will be deemed an original, but all of which taken together will constitute one and the same instrument. An executed copy of this Agreement delivered by facsimile, email, or other electronic means will be deemed to have the same legal effect as delivery of a manual signed copy of this Agreement. This Agreement and related documents may be sent and stored by electronic means.

Section 4.11 Force Majeure. It shall not be considered a breach of this agreement and neither WSACC nor any Member Jurisdiction shall be responsible for an inability to perform or any delays, damages, costs, expenses, liabilities or other consequences that may arise as a result of force majeure. A “force majeure” is defined as any event arising from causes beyond the reasonable control of the WSACC or any Member Jurisdiction, including but not limited to fire, flood, acts of God, terrorism, war, natural disaster, tornado, hurricane, civil strikes or labor disputes, riots, system failure, broken pipes, or other actions causing an inability to perform beyond the reasonable control of WSACC or the Member Jurisdiction, including, without limitation, exhaustion of WSACC’s wastewater treatment capacity. A failure to perform due to a force majeure shall be remedied with all possible dispatch but shall not constitute a breach so long as such remedy is diligently being pursued.

Section 4.12 Supercedes prior Sewage Agreements. In 2000 and 2001, WSACC and each Member Jurisdiction entered into a Sewage Service Agreement (collectively, the “Sewage Service Agreements”) for the purposes of, without limitation, establishing certain terms and conditions regarding bulk wastewater transmission and treatment services provided by WSACC. This Agreement is intended to replace and supercede the prior Sewage Service Agreements.

Section 4.13 Interlocal Wastewater Capacity Agreement Controlling. WSACC and the Member Jurisdictions have entered into an Interlocal Wastewater Capacity Agreement dated [Date], 2021 (as may be amended from time to time, the “Capacity Agreement”). The parties hereto agree that nothing in this Agreement shall be deemed to modify, amend, or supplement the Capacity Agreement. To the extent the terms of the Capacity Agreement contradict or are inconsistent with a term of this Agreement, the terms and the intent of the Capacity Agreement will be deemed controlling.

Section 4.14 Severability. If any section of this Agreement is deemed to be illegal or otherwise unenforceable, it is the intent of the parties hereto that all other provisions of this Agreement shall remain in full force and effect.

Section 4.15 Transfer or Assignment. If any Member Jurisdiction wishes to assign or sell its rights or obligations under this Agreement, it must first obtain prior written approval from WSACC. This Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties hereto and their respective successors and assigns.

Section 4.16 Parties to Act Reasonably. Whenever this Agreement provides any right to or imposes any obligation upon a party, such party shall exercise such right or discharge such obligation in a reasonable manner, unless otherwise expressly provided herein.

Section 4.17 Time is of the Essence. Time is of the essence in this Interlocal Agreement.

Section 4.18 Notices. Notices may be given under this Agreement by U.S. Mail, overnight delivery, in-person delivery, electronically or by such other method as the parties may agree. Notices given under this Agreement to the Member Jurisdictions will be given to the Town Manager, City Manager or County Manager and Town Attorney, City Attorney or County Attorney, as applicable, and will be given to WSACC to its Executive Director and WSACC's attorney of record.

IN WITNESS WHEREOF, the Chair of the Board of Directors of WSACC, the Chair of the Board of Commissioners of Cabarrus County, the Mayor of Concord, the Mayor of Kannapolis, the Mayor of Harrisburg and the Mayor of Mt. Pleasant have each executed this Interlocal Agreement to evidence the agreement of the parties hereto and the respective Clerks have affixed the respective seals to this Interlocal Agreement.

**WATER AND SEWER AUTHORITY OF CABARRUS
COUNTY**

[SEAL]

By: _____
Chair

Attest:

Secretary

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

**Finance Officer
Water and Sewer Authority of Cabarrus County**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE
COUNTY OF CABARRUS]

COUNTY OF CABARRUS, NORTH CAROLINA

[SEAL]

By: _____
Chair

Attest:

Clerk to the Board of County Commissioners

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

**Finance Officer
County of Cabarrus, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE
COUNTY OF CABARRUS]

CITY OF CONCORD, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

City Clerk

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

**Finance Officer
City of Concord, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE
COUNTY OF CABARRUS]

CITY OF KANNAPOLIS, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

City Clerk

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

**Finance Officer
City of Kannapolis, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE
COUNTY OF CABARRUS]

TOWN OF HARRISBURG, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

Town Clerk

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

**Finance Officer
Town of Harrisburg, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE
COUNTY OF CABARRUS]

TOWN OF MT. PLEASANT, NORTH CAROLINA

[SEAL]

By: _____
Mayor

Attest:

Town Clerk

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

**Finance Officer
Town of Mt. Pleasant, North Carolina**

[SIGNATURE PAGE TO SEWAGE SERVICE AGREEMENT
AMONG THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY, THE CITY OF CONCORD, THE
CITY OF KANNAPOLIS, THE TOWN OF HARRISBURG, THE TOWN OF MT. PLEASANT AND THE
COUNTY OF CABARRUS]

City of Concord
Sewer Allocation Policy

1. Term and applicability of this Policy
 - a. This policy shall control the preliminary allocation of sewer to projects requiring permits based upon 15A NCAC Subchapter 2T rules and the Water and Sewer Authority of Cabarrus County sewer allocation and Commitment Policy. This policy may be amended by the City Council at any time.
2. Amount of sewer which may be allocated
 - a. The amount of sewer available for allocation and attributable to any designated calendar year shall be the amount given by WSACC as determined through the interlocal agreement and City Council.
 - b. The City shall reserve at least 250,000 gpd of its available sewer allocation for Economic Development projects. As Economic Development flow is allocated, non-residential flow will be used to re-balance the Economic Development reserve if available.
 - c. The City shall allot from the remaining amount 35% to residential, 55% to non-residential, and 10% to mixed use. Within the 35% residential allotment, 50% shall be allotted to single family, 25% to townhomes, and 25% to apartments. City Council at anytime may transfer allocation from one category to another.
 - d. If the mixed use allocation is exhausted, mixed use projects may be allocated using allocations from the non-residential and residential allocations if available and approved by Council.
3. Preliminary Allocation approvals
 - a. City Council will be the body to approve preliminary allocation requests.
 - b. Projects with construction plans in review as of 10/31/2021 with activity in the past year will be presented first for approval. If approved, these projects will have 6 months to achieve final plan approval and flow acceptance. Projects thereafter (excluding Economic Development) will be presented quarterly to Council. Council will approve Economic Development projects separately.
 - c. City Council will be presented with current allocation available and the impact of the projects presented on remaining capacity. Projects will be assigned prioritization points based upon the point system attached.
 - d. Residential approvals may be phased to allow a maximum of **50** units per year. The 50 units is within a project and not cumulative city-wide.
 - e. Preliminary sewer allocation will be good for a period of one year after the date of Council approval except for public projects. Public project's preliminary sewer allocation will remain valid until final sewer allocation is received or the project is abandoned by the public entity. A project must have a valid preliminary sewer allocation approval before receiving a final sewer allocation at the time of utility

permitting. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

4. Project Prioritization Scoring
 - a. Projects will be scored using the table below.
 - b. **The project score is simply a guide for City Council to evaluate the projects based on the given criteria.** A project scoring high is not automatically given allocation. A project scoring low is not automatically rejected for allocation. Projects are also not specifically competing against each other. The final allocation authority will be granted solely by City Council.
 - c. Projects deemed Economic Development projects will not be scored and will be evaluated by City Council and potentially awarded an allocation through existing Economic Development processes.
 - d. Speculative Industrial Buildings will not be considered for preliminary flow allocation. Preliminary flow allocation will only be considered once an industrial use is determined.

RESIDENTIAL PRIORITIZATION EVALUATION

• Located within a small area plan	+2
• Vertical mixed use	+2
• Redevelopment Site	+1
• Horizontal mixed use	+1
• Downtown (MSD)	+1
• Located adjacent to existing sewer line.	+1
• Annexation	-2

NON-RESIDENTIAL PRIORITIZATION EVALUATION

• Office	+1
• Located within a small area plan	+1
• Part of an approved mixed use plan	+1
• Annexation (Not economic development)	-2
• Logistics/Distribution use	-2

5. Additional Factors which Council may consider.
 - a. Whether in Council's opinion, the application is for a land use which is consistent with the City's adopted policies concerning growth and development, and

- b. Such other factors as may be identified by the Council in its deliberations, which either suggest that a particular application promotes or undermines the public health or safety, or the general welfare of the City.
6. Preliminary Allocation Procedures
- a. City Staff will present Council with the projects described in 3(b) first for consideration without an application provided by the developer.
 - b. Thereafter, a preliminary allocation application will be required for proposed development. City Staff will present the applications to Council in March, June, September and December. Review of the allocation applications shall be conducted in the order in which the completed applications have been received.
 - c. Development projects requiring flow allocations as described in 1a must receive a preliminary flow allocation approval prior to submitting construction documents for review. Speculative Industrial Buildings can proceed without preliminary flow allocation only after acceptance of risk documents have been signed by the legally responsible party.

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: 796 Piney Church Rd
2. Name and address of owner(s)/developer(s): Owner Dustin Hare
9431 Harrisburg Rd, Charlotte, NC 28215
3. Owner(s)/developer(s) telephone: 704 773 8127 Fax: _____
4. Name and address of surveyor/engineer: Harrisburg Surveying
115 Plaza Dr, Harrisburg, N.C. 28075
5. Surveyor/engineer's telephone: 704 455 9553 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: Dustin Hare
9431 Harrisburg Rd Charlotte NC 28215
8. Telephone number of person to whom comments should be sent: 704 773 8127
Fax: _____
9. Location of property: 796 Piney Church Rd, Concord, NC 28025
10. Cabarrus County P.I.N.#: 55383697090000
11. Current zoning classification: LDR
12. Total acres: 2.02 Total lots proposed: 1
13. Brief Description of development: 1 New residential single family dwelling
unit 4 bed / 4 bath
14. Proposed Construction Schedule Start 6/1/2022 - Complete 1/1/2023

15. Type of Service requested Permission to extend sewer main only from
Wolfleaf St to 796 Piney Church Rd. The run is 108'

2/21/22
Date

Dustin Hare
Signature of Owner/Agent

Dustin Hare
Name (printed)

* See additional document

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: _____

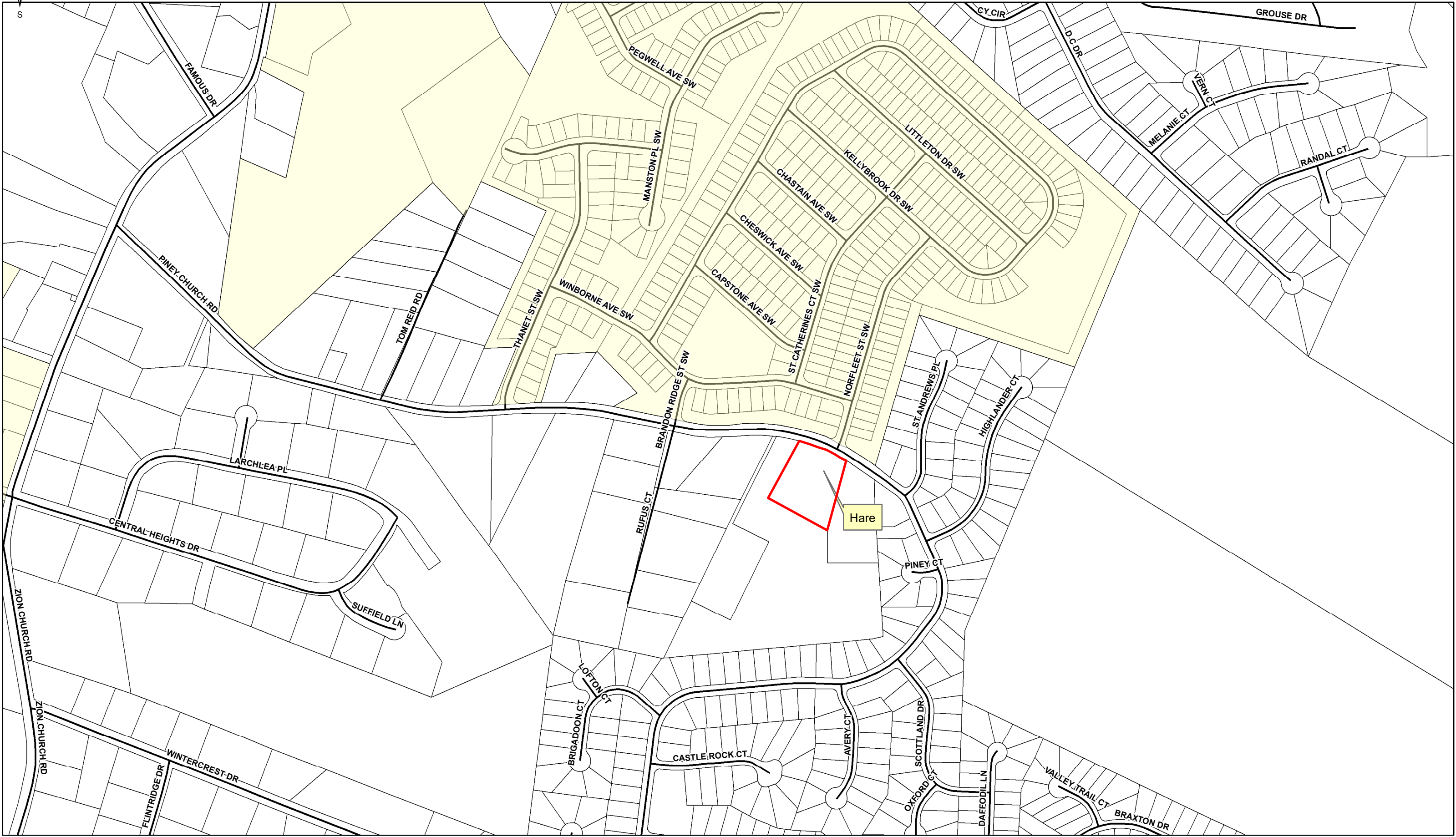
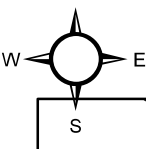
To whom it may concern,

I am requesting your permission to extend the sewer main that ends at a man hole near the corner of Norfleet St and Piney Church Rd that is the property of the City of Concord. I am requesting this because I would like to build my personal home at 796 Piney Church Rd but the soils are not suitable for a septic system. Please consider this request.

Thanks,

Dustin Hare
7047738127

Preliminary Application



1 in = 400 ft

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

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

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

Hereinafter referred to as Auditor

for	Fiscal Year Ending 06/30/22	Audit Report Due Date 10/31/22
-----	--------------------------------	-----------------------------------

Must be within four months of FYE

hereby agree as follows:

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

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

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

3. If an entity is determined to be a component of another government as defined by the group audit standards, the entity's auditor shall make a good faith effort to comply in a timely manner with the requests of the group auditor in accordance with AU-6 §600.41 - §600.42.
4. This contract contemplates an unmodified opinion being rendered. If during the process of conducting the audit, the Auditor determines that it will not be possible to render an unmodified opinion on the financial statements of the unit, the Auditor shall contact the LGC Staff to discuss the circumstances leading to that conclusion as soon as is practical and before the final report is issued. The audit shall include such tests of the accounting records and such other auditing procedures as are considered by the Auditor to be necessary in the circumstances. Any limitations or restrictions in scope which would lead to a qualification should be fully explained in an attachment to this contract.
5. If this audit engagement is subject to the standards for audit as defined in *Government Auditing Standards*, 2018 revision, issued by the Comptroller General of the United States, then by accepting this engagement, the Auditor warrants that he/she has met the requirements for a peer review and continuing education as specified in *Government Auditing Standards*. The Auditor agrees to provide a copy of the most recent peer review report to the Governmental Unit(s) and the Secretary of the LGC prior to the execution of an audit contract. Subsequent submissions of the report are required only upon report expiration or upon auditor's receipt of an updated peer review report. If the audit firm received a peer review rating other than pass, the Auditor shall not contract with the Governmental Unit(s) without first contacting the Secretary of the LGC for a peer review analysis that may result in additional contractual requirements.
- If the audit engagement is not subject to *Government Accounting Standards* or if financial statements are not prepared in accordance with U.S. generally accepted accounting principles (GAAP) and fail to include all disclosures required by GAAP, the Auditor shall provide an explanation as to why in an attachment to this contract or in an amendment.
6. It is agreed that time is of the essence in this contract. All audits are to be performed and the report of audit submitted to LGC Staff within four months of fiscal year end. If it becomes necessary to amend the audit fee or the date that the audit report will be submitted to the LGC, an amended contract along with a written explanation of the change shall be submitted to the Secretary of the LGC for approval.
7. It is agreed that GAAS include a review of the Governmental Unit's (Units') systems of internal control and accounting as same relate to accountability of funds and adherence to budget and law requirements applicable thereto; that the Auditor shall make a written report, which may or may not be a part of the written report of audit, to the Governing Board setting forth his/her findings, together with his recommendations for improvement. That written report shall include all matters defined as "significant deficiencies and material weaknesses" in AU-C 265 of the *AICPA Professional Standards (Clarified)*. The Auditor shall file a copy of that report with the Secretary of the LGC.
8. All local government and public authority contracts for audit or audit-related work require the approval of the Secretary of the LGC. This includes annual or special audits, agreed upon procedures related to internal controls, bookkeeping or other assistance necessary to prepare the Governmental Unit's (Units') records for audit, financial statement preparation, any finance-related investigations, or any other audit-related work in the State of North Carolina. Approval is not required on contracts and invoices for system improvements and similar services of a non-auditing nature.
9. Invoices for services rendered under these contracts shall not be paid by the Governmental Unit(s) until the invoice has been approved by the Secretary of the LGC. (This also includes any progress billings.) [G.S. 159-34 and 115C-447] All invoices for Audit work shall be submitted in PDF format to the Secretary of the LGC for approval. The invoice marked 'approved' with approval date shall be returned to

the Auditor to present to the Governmental Unit(s) for payment. This paragraph is not applicable to contracts for audits of hospitals.

10. In consideration of the satisfactory performance of the provisions of this contract, the Governmental Unit(s) shall pay to the Auditor, upon approval by the Secretary of the LGC if required, the fee, which includes any costs the Auditor may incur from work paper or peer reviews or any other quality assurance program required by third parties (federal and state grantor and oversight agencies or other organizations) as required under the Federal and State Single Audit Acts. This does not include fees for any pre-issuance reviews that may be required by the NC Association of CPAs (NCACPA) Peer Review Committee or NC State Board of CPA Examiners (see Item 13).

11. If the Governmental Unit(s) has/have outstanding revenue bonds, the Auditor shall submit to LGC Staff, either in the notes to the audited financial statements or as a separate report, a calculation demonstrating compliance with the revenue bond rate covenant. Additionally, the Auditor shall submit to LGC Staff simultaneously with the Governmental Unit's (Units') audited financial statements any other bond compliance statements or additional reports required by the authorizing bond documents, unless otherwise specified in the bond documents.

12. After completing the audit, the Auditor shall submit to the Governing Board a written report of audit. This report shall include, but not be limited to, the following information: (a) Management's Discussion and Analysis, (b) the financial statements and notes of the Governmental Unit(s) and all of its component units prepared in accordance with GAAP, (c) supplementary information requested by the Governmental Unit(s) or required for full disclosure under the law, and (d) the Auditor's opinion on the material presented. The Auditor shall furnish the required number of copies of the report of audit to the Governing Board upon completion.

13. If the audit firm is required by the NC State Board, the NCACPA Peer Review Committee, or the Secretary of the LGC to have a pre-issuance review of its audit work, there shall be a statement in the engagement letter indicating the pre-issuance review requirement. There also shall be a statement that the Governmental Unit(s) shall not be billed for the pre-issuance review. The pre-issuance review shall be performed prior to the completed audit being submitted to LGC Staff. The pre-issuance review report shall accompany the audit report upon submission to LGC Staff.

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

15. Should circumstances disclosed by the audit call for a more detailed investigation by the Auditor than necessary under ordinary circumstances, the Auditor shall inform the Governing Board in writing of the need for such additional investigation and the additional compensation required therefore. Upon approval by the

Secretary of the LGC, this contract may be modified or amended to include the increased time, compensation, or both as may be agreed upon by the Governing Board and the Auditor.

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

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

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

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

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

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

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

23. This contract may be terminated at any time by mutual consent and agreement of the Governmental Unit(s) and the Auditor, provided that (a) the consent to terminate is in writing and signed by both parties, (b) the parties have agreed on the fee amount which shall be paid to the Auditor (if applicable), and (c) no termination shall be effective until approved in writing by the Secretary of the LGC.

24. The Governmental Unit's (Units') failure or forbearance to enforce, or waiver of, any right or an event of breach or default on one occasion or instance shall not constitute the waiver of such right, breach or default on any subsequent occasion or instance.

25. There are no other agreements between the parties hereto and no other agreements relative hereto that shall be enforceable unless entered into in accordance with the procedure set out herein and approved by the Secretary of the LGC.

26. E-Verify. Auditor shall comply with the requirements of NCGS Chapter 64 Article 2. Further, if Auditor utilizes any subcontractor(s), Auditor shall require such subcontractor(s) to comply with the requirements of NCGS Chapter 64, Article 2.

27. **Applicable to audits with fiscal year ends of June 30, 2020 and later.** For all non-attest services, the Auditor shall adhere to the independence rules of the AICPA Professional Code of Conduct and Governmental Auditing Standards, 2018 Revision (as applicable). Financial statement preparation assistance shall be deemed a "significant threat" requiring the Auditor to apply safeguards sufficient to reduce the threat to an acceptable level. If the Auditor cannot reduce the threats to an acceptable level, the Auditor cannot complete the audit. If the Auditor is able to reduce the threats to an acceptable level, the documentation of this determination, including the safeguards applied, must be included in the audit workpapers.

All non-attest service(s) being performed by the Auditor that are necessary to perform the audit must be identified and included in this contract. The Governmental Unit shall designate an individual with the suitable skills, knowledge, and/or experience (SKE) necessary to oversee the services and accept responsibility for the results of the services performed. If the Auditor is able to identify an individual with the appropriate SKE, s/he must document and include in the audit workpapers how he/she reached that conclusion. If the Auditor determines that an individual with the appropriate SKE cannot be identified, the Auditor cannot perform both the non-attest service(s) and the audit. See "Fees for Audit Services" page of this contract to disclose the person identified as having the appropriate SKE for the Governmental Unit.

28. **Applicable to audits with fiscal year ends of June 30, 2021 and later.** The auditor shall present the audited financial statements including any compliance reports to the government unit's governing body or audit committee in an official meeting in open session as soon as the audited financial statements are available but not later than 45 days after the submission of the audit report to the Secretary. The auditor's presentation to the government unit's governing body or audit committee shall include:

- a) the description of each finding, including all material weaknesses and significant deficiencies, as found by the auditor, and any other issues related to the internal controls or fiscal health of the government unit as disclosed in the management letter, the Single Audit or Yellow Book reports, or any other communications from the auditor regarding internal controls as required by current auditing standards set by the Accounting Standards Board or its successor;
- b) the status of the prior year audit findings;
- c) the values of Financial Performance Indicators based on information presented in the audited financial statements; and
- d) notification to the governing body that the governing body shall develop a "Response to the Auditor's Findings, Recommendations, and Fiscal Matters," if required under 20 NCAC 03 .0508.

29. Information based on the audited financial statements shall be submitted to the Secretary for the purpose of identifying Financial Performance Indicators and Financial Performance Indicators of Concern. See 20 NCAC 03 .0502(c)(6).

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

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

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

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

FEES FOR AUDIT SERVICES

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

Financial statements were prepared by: Auditor Governmental Unit Third Party

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

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

OR Not Applicable (Identification of SKE Individual not applicable for GAAS-only audit or audits with FYEs prior to June 30, 2020.)

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

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

PRIMARY GOVERNMENT FEES


Primary Government Unit	City of Concord, NC
Audit Fee	\$ See engagement letter
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$ N/A
Writing Financial Statements	\$ N/A
All Other Non-Attest Services	\$ N/A
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$ 39,018.75

DPCU FEES (if applicable)

Discretely Presented Component Unit	N/A
Audit Fee	\$
Additional Fees Not Included in Audit Fee:	
Fee per Major Program	\$
Writing Financial Statements	\$
All Other Non-Attest Services	\$
75% Cap for Interim Invoice Approval (not applicable to hospital contracts)	\$ 0.00

SIGNATURE PAGE

AUDIT FIRM

Audit Firm* Martin Starnes & Associates, CPAs, P.A.	
Authorized Firm Representative (typed or printed)* Amber Y. McGhinnis	Signature* 
Date* 02/21/22	Email Address* amcghinnis@msa.cpa

GOVERNMENTAL UNIT

Governmental Unit* City of Concord, NC	
Date Primary Government Unit Governing Board Approved Audit Contract* (G.S.159-34(a) or G.S.115C-447(a))	
Mayor/Chairperson (typed or printed)* William C. "Bill" Dusch, Mayor	Signature*
Date	Email Address duschb@concordnc.gov

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

GOVERNMENTAL UNIT – PRE-AUDIT CERTIFICATE

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

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

Primary Governmental Unit Finance Officer* (typed or printed) Jessica Jones, Finance Director	Signature*
Date of Pre-Audit Certificate*	Email Address* jonesj@concordnc.gov

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

DISCRETELY PRESENTED COMPONENT UNIT

DPCU*	
N/A	
Date DPCU Governing Board Approved Audit Contract* (Ref: G.S. 159-34(a) or G.S. 115C-447(a))	
DPCU Chairperson (typed or printed)*	Signature*
Date*	Email Address*

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

DPCU – PRE-AUDIT CERTIFICATE

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

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

DPCU Finance Officer (typed or printed)*	Signature*
N/A	
Date of Pre-Audit Certificate*	Email Address*

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

PRINT



Report on the Firm’s System of Quality Control

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

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

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

Firm’s Responsibility

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

Peer Reviewer’s Responsibility

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

Required Selections and Considerations

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

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

Opinion

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

Koonce, Wooten & Haywood, LLP

Koonce, Wooten & Haywood, LLP

May 4, 2021

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

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

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

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

MARTIN ♦ STARNES

& ASSOCIATES, CPAs, P.A.

"A Professional Association of Certified Public Accountants and Management Consultants"

February 21, 2022

Jessica Jones, Finance Director
City of Concord
35 Cabarrus Avenue W
Concord, NC 28025

You have requested that we audit the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information of the City of Concord, NC, as of June 30, 2022, and for the year then ended, and the related notes to the financial statements, which collectively comprise the City of Concord's basic financial statements as listed in the table of contents.

In addition, we will audit the entity's compliance over major federal and state award programs for the period ended June 30, 2022. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter. Our audits will be conducted with the objectives of our expressing an opinion on each opinion unit and an opinion on compliance regarding the entity's major federal and state award programs. The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS) and in accordance with *Government Auditing Standards* will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

The objectives of our compliance audit are to obtain sufficient appropriate audit evidence to form an opinion and report at the level specified in the governmental audit requirement about whether the entity complied in all material respects with the applicable compliance requirements and identify audit and reporting requirements specified in the governmental audit requirement that are supplementary to GAAS and *Government Auditing Standards*, if any, and perform procedures to address those requirements.

Accounting principles generally accepted in the United States of America require that certain supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- Management's Discussion and Analysis
- Law Enforcement Officers' Special Separation Allowance schedules
- Other Post-Employment Benefits' schedules
- Firefighters and Rescue Squad Workers' Pension schedules
- Local Government Employees' Retirement System's schedules

Supplementary information other than RSI will accompany the City of Concord's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

- Combining and individual fund financial statements
- Budgetary schedules
- Ad valorem tax schedules
- Other schedules
- Supplemental financial data schedules (HUD)
- Schedule of Expenditures of Federal and State Awards

Schedule of Expenditures of Federal and State Awards

We will subject the Schedule of Expenditures of Federal and State Awards to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the schedule to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on whether the Schedule of Expenditures of Federal and State Awards is presented fairly in all material respects in relation to the financial statements as a whole.

The following additional information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and our auditor's report will not provide an opinion or any assurance on that other information:

- Introductory information
- Statistical section

We will make reference to the component unit auditor's audit of the City of Concord Alcoholic Beverage Control (ABC) Board in our report on your financial statements.

Data Collection Form (if applicable)

Prior to the completion of our engagement, we will complete the sections of the Data Collection Form that are our responsibility. The form will summarize our audit findings, amounts and conclusions. It is management's responsibility to submit a reporting package including financial statements, Schedule of Expenditures of Federal and State Awards, summary schedule of prior audit findings and corrective action plan along with the Data Collection Form to the Federal Audit Clearinghouse. The financial reporting package must be text searchable, unencrypted, and unlocked. Otherwise, the reporting package will not be accepted by the Federal Audit Clearinghouse. We will assist you in the electronic submission and certification. You may request from us copies of our report for you to include with the reporting package submitted to pass-through entities.

The Data Collection Form is required to be submitted within the *earlier* of 30 days after receipt of our auditors' reports or nine months after the end of the audit period, unless specifically waived by a federal cognizant or oversight agency for audits. Data Collection Forms submitted untimely are one of the factors in assessing programs at a higher risk.

Audit of the Financial Statements

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; the audit requirements of Title 2 U.S. Code of Federal Regulations (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and the State Single Audit Implementation Act. As part of an audit of financial statements in accordance with GAAS and in accordance with *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City of Concord's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS and *Government Auditing Standards* of the Comptroller General of the United States of America. Please note that the determination of abuse is subjective and *Government Auditing Standards* does not require auditors to detect abuse.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

We will issue a written report upon completion of our audit of the City of Concord's basic financial statements. Our report will be addressed to the governing body of the City of Concord. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

Audit of Major Program Compliance

Our audit of the City of Concord's major federal and state award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended, the Uniform Guidance, and the State Single Audit Implementation Act, and will include tests of accounting records, a determination of major programs in accordance with the Uniform Guidance and the State Single Audit Implementation Act and other procedures we consider necessary to enable us to express such an opinion on major federal and state award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

The Uniform Guidance and the State Single Audit Implementation Act require that we also plan and perform the audit to obtain reasonable assurance about whether material noncompliance with applicable laws and regulations, the provisions of contracts and grant agreements applicable to major federal and state award programs, and the applicable compliance requirements occurred, whether due to fraud or error, and express an opinion on the entity's compliance based on the audit. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, the Uniform Guidance, and the State Single Audit Implementation Act will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements is considered material if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the entity's compliance with the requirements of the federal or state programs as a whole.

As part of a compliance audit in accordance with GAAS and *Government Auditing Standards*, we exercise professional judgment and maintain professional skepticism throughout the audit. We also identify and assess the risks of material noncompliance, whether due to fraud or error, and design and perform audit procedures responsive to those risks.

Our procedures will consist of determining major federal and state programs and, performing the applicable procedures described in the U.S. Office of Management and Budget *OMB Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the entity's major programs, and performing such other procedures as we consider necessary in the circumstances. The purpose of those procedures will be to express an opinion on the entity's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and the State Single Audit Implementation Act.

Also, as required by the Uniform Guidance and the State Single Audit Implementation Act, we will obtain an understanding of the entity's internal control over compliance relevant to the audit in order to design and perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the entity's major federal and state award programs. Our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report. However, we will communicate to you, regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we have identified during the audit.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the entity's major federal and state award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Management's Responsibilities

Our audit will be conducted on the basis that management and, when appropriate, those charged with governance, acknowledge and understand that they have responsibility:

1. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
2. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error;
3. For identifying, in its accounts, all federal and state awards received and expended during the period and the federal and State programs under which they were received;
4. For maintaining records that adequately identify the source and application of funds for federal and state funded activities;
5. For preparing the Schedule of Expenditures of Federal and State Awards (including notes and noncash assistance received) in accordance with the Uniform Guidance and State Single Audit Implementation Act;
6. For designing, implementing, and maintaining effective internal control over federal and state awards that provides reasonable assurance that the entity is managing federal and state awards in compliance with federal and state statutes, regulations, and the terms and conditions of the federal and state awards;
7. For identifying and ensuring that the entity complies with federal and state laws, statutes, regulations, rules, provisions of contracts or grant agreements, and the terms and conditions of federal and state award programs, and implementing systems designed to achieve compliance with

- applicable federal and state statutes, regulations and the terms and conditions of federal and state award programs;
8. For disclosing accurately, currently and completely the financial results of each federal and state award in accordance with the requirements of the award;
 9. For identifying and providing report copies of previous audits, attestation engagements, or other studies that directly relate to the objectives of the audit, including whether related recommendations have been implemented;
 10. For taking prompt action when instances of noncompliance are identified;
 11. For addressing the findings and recommendations of auditors, for establishing and maintaining a process to track the status of such findings and recommendations and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
 12. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
 13. For submitting the reporting package and data collection form to the appropriate parties;
 14. For making the auditor aware of any significant contractor relationships where the contractor is responsible for program compliance;
 15. To provide us with:
 - a. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements including the disclosures, and relevant to federal and state award programs, such as records, documentation, and other matters;
 - b. Additional information that we may request from management for the purpose of the audit;
 - c. Unrestricted access to persons within the entity from whom we determine it necessary to obtain audit evidence.
 - d. A written acknowledgement of all the documents that management expects to issue that will be included in the annual report and the planned timing and method of issuance of that annual report (if applicable); and
 - e. A final version of the annual report (including all the documents that, together, comprise the annual report) in a timely manner prior to the date of the auditor's report (if applicable).
 16. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current year or period(s) under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
 17. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
 18. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
 19. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant roles in internal control and others where fraud could have a material effect on compliance;
 20. For the accuracy and completeness of all information provided;
 21. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
 22. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

With regard to the Schedule of Expenditures of Federal and State Awards referred to above, you acknowledge and understand your responsibility (a) for the preparation of the Schedule of Expenditures of Federal and State Awards in accordance with the Uniform Guidance and the State Single Audit Implementation Act, (b) to provide us with the appropriate written representations regarding the Schedule of Expenditures of Federal and State Awards, (c) to include our report on the Schedule of Expenditures of Federal and State Awards in any document that contains the Schedule of Expenditures of Federal and State Awards and that indicates that we have reported on such schedule, and (d) to present the Schedule of

Expenditures of Federal and State Awards with the audited financial statements, or if the schedule will not be presented with the audited financial statements, to make the audited basic financial statements readily available to the intended users of the Schedule of Expenditures of Federal and State Awards no later than the date of issuance by you of the schedule and our report thereon.

As part of our audit process, we will request from management and, when appropriate, those charged with governance, written confirmation concerning representations made to us in connection with the audit.

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Nonattest Services

We will perform the following nonattest services:

- Preparation of auditor portion of Data Collection Form
- Preparation of the 990 return for First Concord Corporation
- Preparation of the 990 return for Concord Family Enrichment Association

We will not assume management responsibilities on behalf of the City of Concord. However, we will provide advice and recommendations to assist management of the City of Concord in performing its responsibilities.

The City of Concord's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account codings and approving journal entries. Our firm will advise the City of Concord with regard to tax positions taken in the preparation of the tax return, but the City of Concord must make all decisions with regard to those matters.

Other Matters

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

During the course of the engagement, a portal will be in place for information to be shared, but not stored. Our policy is to terminate access to this portal after one year. The City is responsible for data backup for business continuity and disaster recovery, and our workpaper documentation is not to be used for these purposes.

Provisions of Engagement Administration and Fees

We will prepare from your records and information you will provide, Internal Revenue Service Form-990, *Return of Organizations Exempt from Tax*, and related filings. Should these require an extension, we will notify you as soon as possible. We will not audit or express assurance on these returns and filings.

Paula Hodges is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising Martin Starnes & Associates, CPAs, P.A.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report. To ensure that our independence is not impaired under the AICPA Code of Professional Conduct, you agree to inform the engagement partner before entering into any substantive employment discussions with any of our personnel.

Our fees for these services are as follows:

Audit Fee	<u>\$ 52,025</u>
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Our invoices for these fees will be rendered in four installments as work progresses and are payable upon presentation. In accordance with our firm policies, work may be suspended if your account becomes overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for non-payment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our reports. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination.

We will notify you immediately of any circumstances we encounter that could significantly affect this initial fee estimate. Whenever possible, we will attempt to use the City of Concord's personnel to assist in the preparation of schedules and analyses of accounts. This effort could substantially reduce our time requirements and facilitate the timely conclusion of the audit. Further, we will be available during the year to consult with you on financial management and accounting matters of a routine nature.

We want our clients to receive the maximum value for our professional services and to perceive that our fees are reasonable and fair. In working to provide you with such value, we find there are certain circumstances that can cause us to perform work in excess of that contemplated in our fee estimate.

Following are some of the more common reasons for potential supplemental billings:

Changing Laws and Regulations

There are many governmental and rule-making boards that regularly add or change their requirements. Although we attempt to plan our work to anticipate the requirements that will affect our engagement, there are times when this is not possible. We will discuss these situations with you at the earliest possible time in order to make the necessary adjustments and amendments in our engagement.

Incorrect Accounting Methods or Errors in Client Records

We base our fee estimates on the expectation that client accounting records are in order so that our work can be completed using our standard testing and accounting procedures. However, should we find numerous errors, incomplete records, or the application of incorrect accounting methods, we will have to perform additional work to make the corrections and reflect those changes in the financial statements.

Failure to Prepare for the Engagement

In an effort to minimize your fees, we assign you the responsibility for the preparation of schedules and documents needed for the engagement. We also discuss matters such as availability of your key personnel, deadlines, and work space. If your personnel are unable, for whatever reasons, to provide these items as previously agreed upon, it might substantially increase the work we must do to complete the engagement within the scheduled time.

Starting and Stopping Our Work

If we must withdraw our staff because of the condition of the client's records, or the failure to provide agreed upon items within the established timeline for the engagement, we will not be able to perform our work in a timely, efficient manner, as established by our engagement plan. This will result in additional fees, as we must reschedule our personnel and incur additional start-up costs.

Assistance with Financial Statement Drafting

Your personnel is responsible for drafting the financial statements and related notes and the Schedule of Expenditures of Federal and State Awards. Upon completion of the drafted financial statements, we will review them and return them to you with suggested revisions. If significant assistance is needed to make those revisions, this will result in additional fees based on the amount of assistance required.

Our fees are based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our fees for such services range from \$75-\$300 per hour.

Government Auditing Standards require that we document an assessment of the skills, knowledge, and experience of management, should we participate in any form of preparation of the basic financial statements and related schedules or disclosures as these actions are deemed a non-audit service.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

You agree to inform us of facts that may affect the financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to management and those charged with governance the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Martin Starnes & Associates, CPAs, P.A. and constitutes confidential information. However, we may be requested to make certain audit documentation available to the Local Government Commission, Office of the State Auditor, federal or state agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Martin Starnes & Associates, CPAs, P.A.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm to the Contract to Audit Accounts for your consideration and files.

Please sign and return a copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal and state award programs, including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,

Martin Starnes & Associates, CPAs, P.A.

Martin Starnes & Associates, CPAs, P.A.
Hickory, North Carolina

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the City of Concord by:

Name: _____

Title: _____

Date: _____

Proposed
Private Street

GM One Team Dr NW

- GM One Team Dr NW
- GM Technical Center
- Future Building
- Parcels



0 155 310
Feet



Official Travel

Travel by a Board member on official business for the City of Concord ABC Board must be approved by two other members of the Board. Travel by the General Manager on official ABC Business must be approved by the Chairman. The General Manager may approve travel for staff who are required to travel on official business.

Transportation expenses for the use of private vehicles on official business shall be reimbursed based on the commonly traveled route consistent with the authorized purpose of the trip. The mileage rate used for reimbursement shall be determined by the Board.

Rental cars may be used by employees authorized for official travel if it will result in a lesser expense or in a substantial savings in time and the use of a rental car is approved in advance. Advance reservations should be made whenever possible and a compact or economy model requested. The traveler is responsible for obtaining the best available rate commensurate with the requirements of the trip. A receipt must be provided for the reimbursement of expenses for rental cars.

Incidental travel expenses such as parking fees, tolls, and baggage handling tips are reimbursable at actual cost.

Transportation tickets for common carriers will be fully reimbursed to travelers (including taxes and any other fees) if they are procured in advance in order to obtain any discounts offered by the carrier. Coach class or any discounted class airfare must be used in the interest of economy. If an employee wishes to upgrade common carrier accommodations for personal reasons, reimbursement will be limited to the lowest published fare for the date of travel. A receipt for common carrier fares must be provided.

Conference registration fees and conference related meal fees will be fully reimbursed. A receipt for these expenses must be provided.

A meal allowance of forty dollars (\$40.00) per day will be provided to each person traveling a minimum of fifty miles one-way on official Concord ABC Business for more than twelve consecutive hours in that day.

Hotel/motel expenses are reimbursable at actual cost (including taxes and any mandatory fees), and must be substantiated by a receipt. If an individual, by choice, stays at a hotel/motel other than the conference site, allowable room expenses shall not exceed the costs at the conference site. Any charges incurred by a spouse or other person(s) traveling with the individual on official travel are not reimbursable.

Telephone calls pertaining to official Concord ABC business are reimbursable. Other fees incurred for official business are also fully reimbursable (e.g., use of copying machine, sending a fax, etc.)

Travelers with physical disabilities who must use specially equipped or modified vehicles or facilities may claim reimbursement for the expenses incurred by them. The traveler must certify in a statement submitted with the Travel Expense Voucher that her or she incurred higher operating costs. The actual fixed and variable costs must be specified in the statement. (E.g., usual airport limo to hotel \$7.00. My use of special transportation \$12.00)

Upon the completion of official travel, expense claims should be submitted promptly by the traveler – normally within 15 days.

Travel expenses for a Board member for official travel may be reimbursed upon approval by two other Board members. Travel expenses for the General Manager for official travel may be reimbursed upon approval of the Chairman. Travel expenses for all other employees of the Concord ABC Board for official travel may be reimbursed upon approval by the General Manager.

Travel in excess of established policy must receive prior approval of the appointing authority (City of Concord). If approval is granted it must be documented and attached to the actual travel receipt.

This policy has been adopted by the City of Concord ABC Board and conforms to the City of Concord travel policy.

This is the _____ day of _____, 20_____

City of Concord Representative

Chairman Concord ABC Board

[4910-13]

DEPARTMENT OF TRANSPORTATION

Federal Aviation Administration

[Docket # FAA-2022-0204]

AGENCY: Federal Aviation Administration (FAA).

ACTION: Notice of Funding Opportunity.

SUMMARY:

The Department of Transportation (DOT), Federal Aviation Administration (FAA) announces the opportunity to apply for approximately \$1 billion in FY 2022 discretionary funds for the newly established Airport Terminal Program (ATP), made available under the Infrastructure Investment and Jobs Act of 2021 (IIJA), Pub. L. 117-58, herein referred to as the Bipartisan Infrastructure Law (BIL). The purpose of the ATP is to make annual grants available to eligible airports for airport terminal development projects that address the aging infrastructure of the nation's airports.

In addition, ATP grants will align with DOT's Strategic Framework FY2022-2026 at www.transportation.gov/administrations/office-policy/fy2022-2026-strategic-framework. The FY 2022 ATP will be implemented, as appropriate and consistent with law, in alignment with the priorities in Executive Order 14052, Implementation of the Infrastructure Investments and Jobs Act (86 FR 64355), which

are to invest efficiently and equitably, promote the competitiveness of the U.S. economy, improve job opportunities by focusing on high labor standards, strengthen infrastructure resilience to all hazards including climate change, and to effectively coordinate with State, local, Tribal, and territorial government partners.

DATES:

Airport sponsors that wish to be considered for FY 2022 ATP discretionary funding should submit an application that meets the requirements of this NOFO as soon as possible, but no later than 5:00pm Eastern time, March 28, 2022. Submit applications electronically at www.faa.gov/bil/airport-terminals per instructions in this NOFO.

FOR FURTHER INFORMATION CONTACT:

Robin K. Hunt, BIL Implementation Team, FAA Office of Airports, at (202)267-3263 or our FAA BIL email address: 9-ARP-BILAirports@faa.gov

A. PROGRAM DESCRIPTION

BIL established the ATP, a competitive discretionary grant program, which provides approximately \$1 billion in grant funding annually for five years (Fiscal Years 2022-2026) to upgrade, modernize, and rebuild our nation's airport terminals and sponsor-owned Airport Traffic Control Towers (ATCTs). This includes

bringing airport facilities into conformity with current standards; constructing, modifying, or expanding facilities as necessary to meet demonstrated aeronautical demand; enhancing environmental sustainability; encouraging actual and potential competition; and providing a balanced system of airports to meet the roles and functions necessary to support civil aeronautical demand. This program also supports the President's goals to mobilize American ingenuity to build modern infrastructure and an equitable, clean energy future. In support of Executive Order 13985, *Advancing Racial Equity and Support for Underserved Communities Through the Federal Government* (86 FR 7009), the FAA encourages applicants to consider how the project will address the challenges faced by individuals in underserved communities and rural areas.

The ATP falls under the project grant authority for the Airport Improvement Program (AIP) in 49 United States Code (U.S.C.) §47104. Per 2 Code of Federal Regulations (CFR) Part 200 - *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* the AIP Federal Assistance Listings Number is 20.106, with the objective to assist eligible airports in the development and improvement of a nationwide system that adequately meets the needs of civil aeronautics. The FY 2022 ATP will be implemented, as appropriate and consistent with BIL, in alignment with the priorities in Executive Order 14052,

Implementation of the Infrastructure Investments and Jobs Act (86 FR 64355), which are to invest efficiently and equitably, promote the competitiveness of the U.S. economy, improve opportunities for good-paying jobs with the free and fair choice to join a union by focusing on high labor standards, strengthen infrastructure resilience to all hazards including climate change, and to effectively coordinate with State, local, Tribal, and territorial government partners.

Consistent with statutory criteria and Executive Order 14008, *Tackling the Climate Crisis at Home and Abroad* (86 FR 7619), the FAA also seeks to fund projects under the ATP that reduce greenhouse gas emissions and are designed with specific elements to address climate change impacts. Specifically, the FAA is looking to award projects that align with the President's greenhouse gas reduction goals, promote energy efficiency, support fiscally responsible land use and transportation efficient design, support terminal development compatible with the use of sustainable aviation fuels and technologies, increase climate resilience, incorporate sustainable pavement and construction materials as allowable, and reduce pollution.

B. FEDERAL AWARD INFORMATION

The ATP is a \$5 billion grant program, distributed as approximately \$1 billion annually for five years (Fiscal Years 2022, 2023, 2024, 2025, and 2026), subject to annual allocations limitations based

on airport roles found in the published National Plan of Integrated Airport Systems (NPIAS), as updated with current year data. In general, the \$5 billion in ATP grant funding is subject to the following annual award allocation limitations: not more than 55% shall be for large hub airports, not more than 15% shall be for medium hub airports, not more than 20% shall be for small hub airports, and not less than 10% shall be for nonhub and nonprimary airports.

The FAA will consider projects that increase capacity and passenger access; projects that replace aging infrastructure; projects that achieve compliance with the Americans with Disabilities Act (42 U.S.C. 12101, *et seq.*) and expand accessibility for persons with disabilities; projects that improve airport access for historically disadvantaged populations; projects that improve energy efficiency, including upgrading environmental systems, upgrading plant facilities, and achieving Leadership in Energy and Environmental Design (LEED) accreditation standards; projects that improve airfield safety through terminal relocation; and projects that encourage actual and potential competition. This includes applicable Executive Orders as listed in Section E.2. Additionally, the FAA will provide preference to projects that complete a development objective, and priority to projects that have received partial awards.

Projects for relocating, reconstructing, repairing, or improving an airport-owned ATCT will also be considered. In addition to the considerations above, these projects will also be evaluated based on overall impact on the national airspace system including age of facility, operational constraints, and nonstandard facilities.

The FAA will publish a NOFO annually to announce additional funding made available, approximately \$1 billion per year, for Fiscal Years 2023-2026.

C. ELIGIBILITY INFORMATION

1. Eligible Applicants

Eligible applicants are those airport sponsors normally eligible for Airport Improvement Program (AIP) discretionary grants as defined in 49 U.S.C. §47115. This includes a public agency, private entity, state agency, Indian Tribe or Pueblo owning a public-use NPIAS airport, the Secretary of the Interior for Midway Island Airport, the Republic of the Marshall Islands, Federated States of Micronesia, Republic of Palau.

2. Cost Sharing or Matching

The Federal cost share of ATP grants is 80 percent for large and medium hub airports, and 95 percent for the remainder of airports eligible to receive ATP grants, which includes small hub, nonhub, and nonprimary airports.

3. Project Eligibility

All projects funded from the ATP must be:

- i. Airport terminal development, defined in 49 U.S.C. §47102(28) as development of an airport passenger terminal building, including terminal gates; access roads servicing exclusively airport traffic that leads directly to or from an airport passenger terminal building; and walkways that lead directly to or from an airport passenger terminal building. Under the ATP, the FAA may consider projects that qualify as "terminal development" (including multimodal terminal development), as that term is defined in 49 U.S.C. §47102(28);
- ii. On-airport rail access projects as set forth in Passenger Facility Charge (PFC) Update 75-21 (86 FR 48793, August 31, 2021);
- iii. Airport-owned ATCT that includes relocating, reconstructing, repairing, or improving the ATCT; and
- iv. Justified based on civil aeronautical demand.

D. APPLICATION AND SUBMISSION INFORMATION

1. Address to Request Application Package

An application for ATP terminal or ATCT projects, FAA Form 5100-144, *Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information*, can be found at:

www.faa.gov/bil/airport-terminals.

Direct all inquiries regarding applications to the appropriate Regional Office (RO) or Airports District Office (ADO). RO/ADO

contact information is below:

[https://www.faa.gov/about/office org/headquarters offices/arp/offices/regional offices](https://www.faa.gov/about/office_org/headquarters_offices/arp/offices/regional_offices).

Or to the BIL Team at: 9-ARP-BILAirports@faa.gov.

2. Content and Form of Application Submission

Applicants will be required to submit information contained in FAA Form 5100-144, *Bipartisan Infrastructure Law, Airport Terminal and Tower Project Information*. This form is provided to assist airports in completing the submission requirements established in this NOFO. Application instructions and the form can be found at: www.faa.gov/bil/airport-terminals.

All applications must be submitted electronically following the instruction on the form. Once the form is complete, save a copy of the form electronically to your files for future reference. Next, scroll to the bottom of the form and press the "submit" button. The form will be automatically emailed to the FAA BIL Team for review and evaluation, or as a backup, email the form manually to: 9-ARP-BILAirports@faa.gov.

Applicants selected to receive an ATP grant will then be required to follow AIP grant application procedures prior to award, which include meeting all prerequisites for funding, and submission of Standard Form SF-424, *Application for Federal Assistance*, and FAA Form 5100-100, *Application for Development Projects*.

Airports covered under the FAA's State Block Grant Program should coordinate with their associated state agencies, and submit project application via the procedures noted above.

3. Unique Entity Identifier and System for Award Management (SAM) Applicants must comply with 2 CFR part 25 - *Universal Identifier and System for Award Management*. All applicants must have a unique entity identifier provided by SAM. Additional information about obtaining a Unique Entity Identifier (UEI) and registration procedures may be found at the SAM website (currently at <http://www.sam.gov>). Each applicant is required to: (1) be registered in SAM; (2) provide a valid UEI prior to grant award; and (3) continue to maintain an active SAM registration with current information at all times during which the applicant has an active Federal award or an application or plan under consideration by the FAA. Under the ATP, the UEI and SAM account must belong to the entity that has the legal authority to apply for, receive, and execute ATP grants.

Once awarded, the FAA grant recipient must maintain the currency of its information in SAM until the grantee submits the final financial report required under the grant or receives the final payment, whichever is later. A grant recipient must review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term.

The FAA may not make an award until the applicant has complied with all applicable UEI and SAM requirements. If an applicant has not fully complied with the requirements by the time the FAA is ready to make an award, the FAA may determine that the applicant is not qualified to receive an award and use that determination as a basis for making a federal award to another applicant.

Non-federal entities that have received a federal award are required to report certain civil, criminal, or administrative proceedings to SAM (currently the Federal Awardee Performance and Integrity Information System (FAPIIS) www.fapiis.gov) to ensure registration information is current and complies with federal requirements. Applicants should refer to 2 CFR 200.113 for more information about this requirement.

4. Submission Dates and Times

Airports that wish to be considered for FY 2022 ATP discretionary funding should submit an application that meets the requirements of this NOFO as soon as possible, but no later than 5:00pm Eastern time on March 28, 2022. Submit applications electronically at www.faa.gov/bil/airport-terminals per instructions in this NOFO.

5. Funding Restrictions

All projects funded from the ATP must be airport terminal development, defined in 49 U.S.C. §47102(28) as development of an airport passenger terminal building, including terminal gates; access roads servicing exclusively airport traffic that leads

directly to or from an airport passenger terminal building; and walkways that lead directly to or from an airport passenger terminal building. Under the ATP, the FAA may consider projects that qualify as "terminal development" (including multimodal terminal development), as that term is defined in 49 U.S.C. §47102(28); and projects for on-airport rail access projects as set forth in Passenger Facility Charge (PFC) Update 75-21 (86 FR 48793, August 31, 2021).

Additionally, ATP eligible projects include relocating, reconstructing, repairing, or improving an airport-owned ATCT.

ATP funds may not be used to support or oppose union organizing.

E. APPLICATION REVIEW INFORMATION

1. Criteria

Applications for FY 2022 ATP will be rated using the following criteria:

- i. Must meet eligibility requirements under the ATP, which includes terminal development (including multimodal terminal development) as defined in 49 U.S.C §47102(28), on-airport rail access projects, or airport-owned ATCT relocation, reconstruction, repair, or improvements.
- ii. Timeliness of implementation, with priority given to those projects that can satisfy all statutory and administrative requirements for grant award in FY 2022.

iii. Favorable consideration will be given to eligible and justified terminal development (including multimodal terminal development), on-airport rail access projects, and ATCT projects that:

a. *Increase capacity and passenger access:* The applicant should describe the extent to which the project contributes to the functioning and growth of the economy, including the extent to which the project addresses congestion or service gaps in rural areas. The applicant should demonstrate how the proposed project increases capacity, provides ongoing market access to the airport by competing carriers as economic and competitive conditions change, as well as how it contributes to the functioning and growth of the economy, including the extent to which the project addresses congestion or service gaps in rural areas. The applicant should demonstrate how the proposed project increases capacity and market access or relieves congestion based on current and/or forecast needs.

b. *Replace aging infrastructure:* Applicants should describe how the project addresses replacing or upgrading facilities that have reached the end of their useful life. This includes information on the current age and condition of the asset that will be affected by

the project and how the proposed project will improve asset condition. The applicant should describe how the facility no longer meets the current or forecasted operational needs of the airport. This includes the renovation, expansion, or replacement of a facility that is too small or cannot efficiently meet current or future demand. This also includes projects aimed at terminal modernization or upgrades to meet the changing user or community expectations. This can be met by including multimodal terminal development, climate resiliency, sustainability initiatives and practices incorporated therein, all with the goal of providing a terminal that focuses on the most efficient movement of passengers and baggage possible. This also includes projects that address changing environmental conditions and improve resilience to climate change, and that will be constructed consistent with the Federal Flood Risk Management Standard, to the extent consistent with current law.

- c. *Achieve compliance with the Americans with Disabilities Act (ADA), including expand accessibility for persons with disabilities:* Applicants should describe how the project increases mobility, expands access, and improves connectivity for people with disabilities both inside

and outside the terminal or ATCT. The information should demonstrate how the proposed project will meet the requirements under the Americans with Disabilities Act and improve equitable access for people with disabilities.

- d. *Improve airport access for historically disadvantaged populations:* Applicants should describe how the project increases mobility, expands access, and improves connectivity for historically disadvantaged populations. The information should demonstrate how the proposed project provides a significant local and regional impact and benefits historically disadvantaged populations. The applicant should include a description of public engagement on a local and regional level that has occurred, demonstrates proactive inclusivity of historically disadvantaged communities, and the degree to which public comments and commitments have been integrated into the project. DOT is providing a list of communities that meet the definition of Historically Disadvantaged Communities, available at <https://adip.faa.gov/agis/public/#/disadvantagedCommunities>.
- e. *Improve energy efficiency including upgrading environmental systems, upgrading plant facilities, and*

achieving Leadership in Energy and Environmental Design (LEED) accreditation standards: Applicants should provide information demonstrating how the proposed project will reduce air pollution and greenhouse gas emissions from a reduction in energy consumption through energy efficient design. This includes how the project may facilitate the airport in achieving LEED accreditation standards through reliance on alternative energy, water use reduction, sustainable site selection and development, responsible materials selection and waste management, incorporating lower-carbon pavement and construction materials, enhanced indoor environmental quality, use of terminal facility for renewable energy production, or other sustainability efforts (e.g. vehicle charging stations attached to the terminal) that further reduce long-term impact on climate. A proposed project, including utility support facilities, should be part of an overall plan that sets targets to lower carbon emissions, working toward a carbon-neutral airport by 2050.

- f. *Improve airfield safety through terminal relocation:* Applicants should describe how the proposed terminal project is improving airfield safety through the relocation of the terminal building or its components.

This could also include a project to relocate a terminal that assists in addressing nonstandard airfield configurations.

- g. *Encourage actual and potential competition:* The applicant should describe the extent to which the project promotes competition in air service by providing greater ability to accommodate new entrants; increasing the ability of competing air carriers to access constrained facilities on an ongoing basis; and facilitating the efficient, and reliable movement of passengers and cargo. The applicant may also wish to describe how the project will offer regional and national impacts by improving the economic strength of regions and cities; increase opportunities for tourism; result in long-term job creation by supporting good-paying jobs with the free and fair choice to join a union directly related to the project; and help the United States compete in a global economy by encouraging the location of important industries and future innovations and technology in the U.S.
- iv. ATCT projects that relocate, reconstruct, repair, or improve an airport-owned ATCT will also be evaluated based on overall impact on the national airspace system including

age of facility, operational constraints, and nonstandard facilities.

- v. FAA will provide a preference to projects that achieve a complete development objective, even if awards for the project must be phased, and prioritize projects that have received partial awards.
- vi. The applicant should describe whether and how project delivery and implementation create good-paying jobs with the free and fair choice to join a union to the greatest extent possible, the use of demonstrated strong labor standards, practices and policies (including for direct employees, contractors, and sub-contractors); use of project labor agreements; distribution of workplace rights notices; the use of Local Hire Provisions;¹ registered apprenticeships; or other similar standards or practices. The applicant should describe how planned methods of project delivery and implementation (for example, use of Project Labor Agreements and/or Local Hire Provisions,² training and placement for underrepresented workers) provide opportunities for all workers, including workers underrepresented in construction jobs to be trained and

¹ IIJA div. B Section 25019 provides authority to use geographical and economic hiring preferences, including local hire, for construction jobs, subject to any applicable State and local laws, policies, and procedures.

² Project labor agreement should be consistent with the definition and standards outlined in Executive Order 14063.

placed in good-paying jobs directly related to the project.

FAA will consider this information in evaluating the application.

2. Review and Selection Process

Applications will be evaluated based on the information submitted related to the above criteria in E.1 to ensure responsiveness to this NOFO and the intent of the ATP. Applicants are encouraged to submit projects that meet as many of the above criteria as possible, but do not need to meet all criteria to be considered. Federal awarding agency personnel will evaluate applications based on how well the projects meet the criteria in E.1, including project eligibility, justification, readiness, and the availability of matching funds. The FAA will also consider projects that advance the goals of the following Executive Orders: the President's January 20, 2021, Executive Order 13990, *"Protecting Public Health and the Environment and Restoring Science to Tackle the Climate Crisis"*; the President's January 20, 2021, Executive Order 13985, *"Advancing Racial Equity and Support for Underserved Communities Through the Federal Government"*; the President's January 27, 2021, Executive Order 14008, *"Tackling the Climate Crisis at Home and Abroad"*; and the President's July 9, 2021, Executive Order 14036, *"Promoting Competition in the American Economy."*

3. Integrity and Performance Check

Prior to making a Federal award with a total amount of Federal share greater than the simplified acquisition threshold, FAA is required to review and consider any information about the applicant that is in the designated integrity and performance system accessible through SAM (currently FAPIIS) (see [41 U.S.C. 2313](#)). An applicant, at its option, may review information in the designated integrity and performance systems accessible through SAM and comment on any information about itself that a Federal awarding agency previously entered. FAA will consider any comments by the applicant, in addition to the other information in the designated integrity and performance system, in making a judgment about the applicant's integrity, business ethics, and record of performance under Federal awards when completing the review of risk posed by applicants as described in [§ 200.206](#).

F. FEDERAL AWARD ADMINISTRATION INFORMATION

1. Federal Award Notices

BIL awards are announced through a Congressional notification process and a DOT Secretary's Notice of Intent to Fund. The FAA RO/ADO representative will contact the airport with further information and instructions. Once all pre-grant actions are complete, the FAA RO/ADO will offer the airport sponsor a grant for the announced project. This offer may be provided through postal mail or by electronic means. Once this offer is signed by

the airport sponsor, it becomes a grant agreement. Awards made under this program are subject to conditions and assurances in the grant agreement.

2. Administrative and National Policy Requirements

i. Pre-Award Authority

Costs incurred after enactment of the BIL, November 15, 2021, are eligible for reimbursement under the ATP.

ii. Grant Requirements

All grant recipients are subject to the grant requirements of the AIP, found in 49 U.S.C. Chapter 471. Grant recipients are subject to requirements in the FAA's *AIP Grant Agreement* for financial assistance awards; the annual Certifications and Assurances required of applicants; and any additional applicable statutory or regulatory requirements, including nondiscrimination requirements and 2 CFR part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*. Grant requirements include, but are not limited to, approved projects on an airport layout plan; and compliance with federal civil rights laws, Buy American requirements under 49 U.S.C. 50101, the *Department of Transportation's Disadvantaged Business Enterprise (DBE) Program* regulations for airports (49 CFR part 23 and 49 CFR part 26), Build America, Buy America requirements in sections

70912(6) and 70914 in Public Law No: 117-58, the Infrastructure Investment and Jobs Act, and prevailing wage rate requirements under the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5, and reenacted at 40 U.S.C. 3141-3144, 3146, and 3147).

iii. Standard Assurances

Each grant recipient must assure that it will comply with all applicable federal statutes, regulations, executive orders, directives, FAA circulars, and other federal administrative requirements in carrying out any project supported by the ATP grant. The grant recipient must acknowledge that it is under a continuing obligation to comply with the terms and conditions of the grant agreement issued for its project with the FAA. The grant recipient understands that federal laws, regulations, policies, and administrative practices might be modified from time to time and may affect the implementation of the project. The grant recipient must agree that the most recent Federal requirements will apply to the project unless the FAA issues a written determination otherwise.

The grant recipient must submit the Certifications at the time of grant application and Assurances must be accepted as part of the grant agreement at the time of accepting a grant offer. Grant recipients must also comply with 2 CFR

part 200, which is cited in the grant assurances of the grant agreements. The Airport Sponsor Assurances are available on the FAA website at: https://www.faa.gov/airports/aip/grant_assurances.

3. Reporting

Grant recipients are subject to financial reporting per 2 CFR 200.328 and performance reporting per 2 CFR 200.329. Under the ATP, the grant recipient is required to comply with all Federal financial reporting requirements and payment requirements, including the submittal of timely and accurate reports. Financial and performance reporting requirements are available in the FAA October 2020 Financial Reporting Policy, which is available at https://www.faa.gov/airports/aip/grant_payments/media/aip-grant-payment-policy.pdf.

The grant recipient must comply with annual audit reporting requirements. The grant recipient and sub-recipients, if applicable, must comply with 2 CFR part 200 subpart F Audit Reporting Requirements. The grant recipient must comply with any requirements outlined in 2 CFR part 180, *Office of Management and Budget (OMB) Guidelines to Agencies on Government wide Debarment and Suspension*.

G. FEDERAL AWARDING AGENCY CONTACT(S)

For further information concerning this notice, please contact the FAA BIL Implementation Team via e-mail at 9-ARP-

BILEairports@faa.gov. In addition, FAA will post answers to frequently asked questions and requests for clarifications on FAA's website at www.faa.gov/bil/airport-terminals. To ensure applicants receive accurate information about eligibility of the program, the applicant is encouraged to contact FAA directly, rather than through intermediaries or third parties, with questions.

All applicants, including those requesting full federal share of eligible projects costs, should have a plan to address potential cost overruns as part of an overall funding plan.

Issued in Washington, DC on February 22, 2022.

Robin K. Hunt,

Manager,

FAA Office of Airports BIL Implementation Team.



Grants to make communities livable for people of all ages
aarp.org/CommunityChallenge

2022 AARP Community Challenge

*A grant program to make communities **more livable** for people **of all ages** with **tangible improvements** that jump-start long-term change*

AARP invites you to submit applications for quick-action projects that can help your community become more livable for all (especially those age 50 and over), by improving public places; transportation; housing; civic engagement; diversity, equity, and inclusion; federal funding implementation; and more.

Applications must be submitted through www.aarp.org/communitychallenge and are due by March 22, 2022, 5:00 p.m. ET. All projects must be completed by November 30, 2022.

AARP AND LIVABLE COMMUNITIES

AARP's work on livable communities supports the efforts of neighborhoods, towns, cities and counties nationwide to become more livable for all. We believe that communities should provide safe, walkable streets; affordable and accessible housing and transportation options; access to needed services; and opportunities for residents (especially those age 50 and older) to participate in civic and community life.

AARP has offices in every state, the District of Columbia, Puerto Rico and the U.S. Virgin Islands and is working with local leaders in roughly 600 communities who are part of the AARP Network of Age-Friendly States and Communities. Our vision is for a future in which communities—urban, suburban and rural—are great for people of all ages.

AARP COMMUNITY CHALLENGE

It takes time to build great communities, but quick actions and tangible improvements can help spark longer-term progress. To support this, in 2017 AARP launched the AARP Community Challenge to fund projects that build momentum for change.

Since then, the AARP Community Challenge has awarded over 800 grants that have demonstrated the ability to:

- Leverage **additional funds** and support from public, private and philanthropic funders;
- Advance change and **overcome policy barriers**; and
- Lead to new relationships, and greater **awareness and engagement** with the effort.

AARP is currently soliciting applications for 2022 funding. Applications are due by March 22, 2022, 5:00 p.m. ET, and all projects must be completed by November 30, 2022.

Applications must be submitted through www.aarp.org/communitychallenge. See Attachment A for the sample application.

PROJECT TYPES

AARP will prioritize projects that support residents age 50 and over, are inclusive, address disparities, directly engage volunteers and aim to achieve one or more of the following outcome areas:

- Create vibrant **public places** that improve open spaces, parks and access to other amenities.
- Deliver a range of **transportation** and mobility options that increase connectivity, walkability, bikeability, wayfinding, access to transportation options and roadway improvements.
- Support a range of **housing** options that increases the availability of accessible and affordable choices.
- Ensure a focus on **diversity, equity and inclusion** while improving the built and social environment of a community.
- Support communities' efforts to **build engagement and leverage funding available under new federal programs** through laws like the American Rescue Plan Act, the Infrastructure Investment and Jobs Act, and more.
- Increase **civic engagement** with innovative and tangible projects that bring residents and local leaders together to address challenges and facilitate a greater sense of inclusion.
- **Other community improvements**; including health services, community development, and coronavirus pandemic recovery.

Community Challenge grants can be used to support the following types of projects:

- **Permanent physical improvements** in the community
- **Temporary demonstrations** that lead to long-term change
- **New, innovative** programming or services

Please note: Project types described above will be prioritized over those that support ongoing programming or events.

See **Attachment C** for specific examples from previous AARP Community Challenge funded projects.

ELIGIBILITY

The program is open to the following types of organizations:

- 501(c)(3), 501(c)(4) and 501(c)(6) nonprofits
- Government entities
- Other types of organizations considered on a case-by-case basis

GRANT AMOUNTS

Grants have ranged from *several hundred* dollars for smaller, short-term activities to *tens of thousands* of dollars for larger projects. Since 2017, our average grant amount is \$11,500 and 76% of grants have been under \$15,000. While AARP reserves the right to award compelling projects of any dollar amount, the largest grant that has been awarded under the Community Challenge is \$50,000.

2022 TIMELINE

Dates	Key Activity
March 22, 2022 (5:00 p.m. ET)	Deadline for applications.
May 2022	Selected and non-selected applicants will be notified of their status via email.
June 15, 2022	Deadline for MOU and vendor forms to be completed and returned by grantees to AARP.
June 29, 2022 (tentative)	Announcements of selected grantees to public and projects can start.
November 30, 2022	Deadline for project completion.
December 14, 2022	Deadline for After-Action Report.

APPLICATION REQUIREMENTS

- Applicants must meet the eligibility requirements.
- Applications must be submitted through [AARP.org/CommunityChallenge](https://www.aarp.org/CommunityChallenge) with all pertinent information by March 22, 2022, 5:00 p.m. ET.
- Incomplete applications will not be reviewed.

GRANT SELECTION

Grant recipients will be selected by an AARP panel of experts on aging, community development and livable communities. Projects will be judged on the degree to which their goals make an immediate change that leads to longer-term impact in a manner that meets all other selection criteria.

The following projects are **NOT** eligible for funding:

- Partisan, political or election-related activities
- Planning activities and assessments and surveys of communities without tangible engagement
- Studies with no follow-up action
- Publication of books or reports

- Acquisition of land and/or buildings or a vehicle (such as a car or truck) purchase
- Sponsorships of other organizations' events or activities
- Research and development for a non-profit endeavor
- Research and development for a for-profit endeavor
- The promotion of a for-profit entity and/or its products and services

Eligible projects will be assessed on:

- **IMPACT (60 points)** – The project addresses a clear need that brings positive change and demonstrates the ability to overcome barriers and accelerate, grow and/or sustain the community's efforts to become more livable for residents (especially those age 50 and older), focuses on diversity, inclusion and addresses disparities.
- **EXECUTION (30 points)** – Applicants demonstrate capacity to deliver the AARP Community Challenge project on time and within the awarded budget, effectively engage residents and key stakeholders, and leverage volunteers (especially those age 50 and older) in the execution.
- **INNOVATION (10 points)** – The project demonstrates creativity or unique design or engagement elements which will contribute to its impact on residents (especially those age 50 and older)

In addition to the criteria provided, AARP will also evaluate each project based on its consistency with the AARP mission to serve the needs of people 50-plus.

ADDITIONAL OPPORTUNITIES**An Opportunity for Other Possible AARP Funding:**

By submitting a proposal for the AARP Community Challenge initiative, you and your organization give AARP permission to reach out to you and others at your organization about other possible AARP funding opportunities that your proposal may be eligible for based on the AARP Community Challenge criteria. However, please note that AARP is not obligated in any way to consider your proposal for any additional AARP funding.

Note Regarding Other Potential Funders:

AARP might be contacted by other potential funders that could be interested in funding projects that were not funded through the AARP Community Challenge. The potential funders may have additional process steps and funding requirements than those of the AARP Community Challenge. If requested, AARP would like to send your contact information, organization name and a short description of the proposal, including the community where the project would take place ("Project Information"). Please note that these projects will be subject to any potential funder's own terms, conditions and review. Please indicate in your application whether or not you give permission to AARP to share your Project Information with other potential funders. We will alert you before this Project Information is given to potential funders.

GRANT SELECTION NOTIFICATION

Grant recipients and unselected applicants will be notified by email in May 2022. Grantees must execute and email a binding Memorandum of Understanding and completed vendor forms to AARP by June 15, 2022. Noncompliance with this deadline may result in disqualification or delayed funding.

SUBMISSION TERMS AND CONDITIONS If you submit this application, you agree on behalf of yourself and your organization to release AARP and its affiliates and their respective officers, directors, employees, contractors, agents and representatives from all liability associated with sharing the Project Information with potential funders.

By submitting an application to AARP, the applicant agrees that:

- The decisions of AARP regarding the eligibility of applicants and the validity of entries shall be final and binding.
- All submissions will be judged by AARP, whose decisions and determinations as to the administration of the award and selection of award recipients are final.
- AARP has the right, in its sole discretion, to cancel, or suspend the award.
- All projects and applications shall not violate any third-party rights.
- Except where prohibited by law, participation in the AARP Community Challenge constitutes the Applicant's consent to AARP's use of the organization's name and corporate logo, street address, city, state, zip code, county, and names, likenesses, photographs, videos, images, and statements made or provided by the Applicant's representatives regarding the award for promotional purposes in any media without further permission, consent, payment or other consideration.
- All promotional materials (such as newsletters, press releases), events and signage related to the funded project will include a statement indicating that support was received from AARP.
- The organization is required to capture photos of the project and is encouraged to capture video. As the organization captures photos and video of the project, if an identifiable individual appears in the photos and/or videos, the organization is responsible for having him/her sign the AARP General Release (this document will be provided to grantees with the MOU and other required paperwork). In addition, the organization should not include any element in photos or videos provided to AARP that may violate third party rights such as artwork and trademarks in text and logo other than those owned by the organization and AARP. The organization should be prepared to send work in progress photos to AARP upon request. Following the grant period, grantees are required to respond to periodic requests for updates from AARP.
- AARP and its affiliated organizations, subsidiaries, agents and employees are not responsible for late, lost, illegible, incomplete, stolen, misdirected, illegitimate, or impermissible submissions or any other error whether human, mechanical or electronic.

MPO	Cabarrus-Rowan
FTA Code	44.24.00
Task Code	II-A-1
Title	Network and Support Systems
Task Objective	Rider and Cabarrus County completed a Long Range Transit Plan to assess the type and level of transit services needed (locally and regionally) for all public transit in Cabarrus County over the next 20 years. Rider and Cabarrus County will conduct a Consolidation Implementation Study as well as an update to the DBE Goals and Plan and a Customer Satisfaction Survey.
Tangible Product Expected	Quarterly and annual reporting information / statistics
Expected Completion Date of Products	Continuous
Previous Work	Rider System planning
Relationship	Transit Planning
Responsible Agency	LPA / PTD
SPR - Highway - NCDOT 20%	
SPR - Highway - F11WA 80%	
Section 104 (f) PL, Local 20%	3,900
Section 104 (f) PL, FHWA 80%	15,600
Section 5303 Local 10%	19,564
Section 5303 NCDOT 10%	19,564
Section 5303 FTA 80%	156,511
Section 5307 Transit - Local 10%	
Section 5307 Transit - NCDOT 10%	
Section 5307 Transit - FTA 80%	
Additional Funds - Local 100%	



MEMORADUM

DATE: Thursday, February 03, 2022
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Cumberland Subdivision
 PROJECT NUMBER: 2020-070
 DEVELOPER: Niblock Homes, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 38-86
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, March 10, 2022
 ONE-YEAR WARRANTY DATE: Thursday, March 09, 2023

Water Infrastructure	Quantity
2-inch in LF	513.00
2-inch Valves	1
8-inch in LF	1355.00
8-inch Valves	3
Hydrants	3

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1710.92
Manholes as EA	12



MEMORADUM

DATE: Friday, February 18, 2022
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Tuckers Walk Homes Community
 PROJECT NUMBER: 2019-001
 DEVELOPER: Streetscape Land Properties, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 1-5
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, March 10, 2022
 ONE-YEAR WARRANTY DATE: Friday, March 10, 2023

Water Infrastructure	Quantity
8-inch in LF	1420.00
8-inch Valves	7
6-inch in LF	63.00
6-inch Valves	4
2-inch in LF	115.00
2-inch Valves	6
Hydrants	4

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	184.36
Manholes as EA	1



MEMORADUM

DATE: Thursday, February 17, 2022
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Tuckers Walk Phase PH 2 MP 1
 PROJECT NUMBER: 2019-053
 DEVELOPER: Streetscape Land Properties, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 10-29, 85-91
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, March 10, 2022
 ONE-YEAR WARRANTY DATE: Friday, March 10, 2023

Water Infrastructure	Quantity
8-inch in LF	1220.00
8-inch Valves	8
6-inch in LF	125.00
6-inch Valves	3
2-inch in LF	767.00
2-inch Valves	4

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	2331.55
Manholes as EA	13



MEMORADUM

DATE: Thursday, February 03, 2022
TO: Sue Hyde, Director of Engineering
FROM: Gary Stansbury, Construction Manager
SUBJECT: Infrastructure Acceptance
PROJECT NAME: BJ's Restaurant & Brewhouse
PROJECT NUMBER: 2020-014
DEVELOPER: Simon Properties
FINAL CERTIFICATION - LOT NUMBERS: Commercial Site
INFRASTRUCTURE TYPE: Water
COUNCIL ACCEPTANCE DATE: Thursday, March 10, 2022
ONE-YEAR WARRANTY DATE: Thursday, March 09, 2023

Water Infrastructure	Quantity
6-inch in LF	12.00
6-inch Valves	1
Hydrants	2

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 project ordinance is hereby ordained:

SECTION 1. The project authorized is the **Airport Projects**.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the N.C. Department of Transportation – Division of Aviation.

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
451-4357000	State Aid	4,047,307	5,745,868	1,698,561
451-4357000				
451-4357300	Federal Aid	5,545,254	8,250,893	2,705,639
451-4357300				
451-4501680	Transfer from Aviation	815,143	366,841	(448,302)
451-4501680				
Total				3,955,898

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

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
6300-5800440				
6300-5800440	Apron Strengthening	6,111,911	5,418,753	(693,158)
6300-5800441				
6300-5800441	North Apron Expansion	376,118	0	(376,118)
6300-5800442				
6300-5800442	Hangar Taxilane Rehab	201,916	0	(201,916)
6300-5800443				
6300-5800443	South Apron Expansion	758,700	0	(758,700)
6300-5800449				
6300-5800449	Long Term Parking Upgrade	2,218,051	0	(2,218,051)
6301-5800444				
6301-5800444	Obstructn Removal Trees	0	619,362	619,362
6301-5800446				
6301-5800446	ATCT Equip Replacement	0	325,751	325,751
6301-5800447				
6301-5800447	CATX N Apron Expansion	0	40,455	40,455
6301-5800448				
6301-5800448	EA S Apron & Terminal Expansion	254,577	254,557	(20)
6301-5800442				
6301-5800442	Hangar Taxilane Rehab	0	194,883	194,883
6302-5986000				
6302-5986000	Transfer to Aviation	0	875,000	875,000
6302-5800451				
6302-5800451	Gen Aviation Parking	0	1,065,200	1,065,200
6302-5800441				
6302-5800441	North Apron Expansion	0	1,211,273	1,211,273
6303-5986000				
6303-5986000	Transfer to Aviation	0	1,777,337	1,777,337
6304-5986000				
6304-5986000	Transfer to Aviation	0	38,549	38,549
6306-5800449				
6306-5800449	Long Term Parking Upgrade	0	2,056,051	2,056,051
Total				3,955,898

SECTION 5. Accounting records are to be maintained by the Finance

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of March, 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	
680-4501400	Transfer from Cap Proj	0	875,000	875,000
Total				875,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4530-5750000	Capital Lease	1,297,209	2,172,209	875,000
Total				875,000

Reason: To add budget for transfer from project fund due to FY21 State AIP reimbursement of Hangar purchase.

Adopted this 10th day of March, 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	
610-4406000	Approp. Retained Earnings	11,750,778	17,753,304	6,002,526
610-4354400	Duke Settlement	0	1,313,823	1,313,823
610-4401100	Rates and Charges	82,142,500	83,546,923	1,404,423
Total				<u>8,720,772</u>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7200-5981500	Transfer to Utility Reserve	11,852,622	10,000,000	(1,852,622)
7210-5338900	Peak Prepay Natural Gas	14,627,091	25,785,485	11,158,394
7240-5194000	Contract Services	2,659,601	2,074,601	(585,000)
Total				<u>8,720,772</u>

Reason: Adjust revenues for increase to purchase power adjustment and adjust expenses to estimated actuals. Appropriation from retained earnings will come from rate stabilization reserve.

Adopted this 10th day of March, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE

Fire 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 project authorized is the Transfer to General Capital Reserve.

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

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

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
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SECTION 4. The following amounts are appropriated for the project:

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8670-5811087				
8670-5811087	Fire/Police Training Fac	\$1,050,000	\$0	\$(1,050,000)
8670-5981500				
8670-5981500	Transfer to Cap Reserv	\$0	\$1,050,000	<u>\$1,050,000</u>
				\$0

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of March, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL RESERVE FUND ORDINANCE

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

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

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

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

Fund 285 General Capital Reserve Fund

		<u>Budget</u>	<u>Amended Budget</u>	<u>Inc (Dec)</u>
285-4501400				
285-4501400	Transfer fm Cap Proj	\$0	\$1,050,000	\$1,050,000
8150-5987000				
8150-5987000	Transfer to Project	\$8,473,652	\$9,523,652	\$1,050,000

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of March, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE
General Capital Projects**

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

SECTION 1. The projects authorized are General Capital Projects for Streetscape.

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

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

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
430-4501285				
430-4501285	From Gen Cap Reserve	8,009,168	9,059,168	1,050,000
Total				1,050,000

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

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8800-5811293				
8800-5811293	Solid Waste Shed	0	1,050,000	1,050,000
Total				1,050,000

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of March, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

AN ORDINANCE TO AMEND FY 2021-2022 BUDGET ORDINANCE

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

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4341400	Digital Forensic Lab Fees	\$0	\$600	\$600
Total				\$600

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4310-5254000	Digital Forensic Lab Exp	\$0	\$600	\$600
Total				\$600

Reason: To appropriate digital forensic lab fees received.

Adopted this 10th day of March, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

PARKS & CAPITAL RESERVE FUND ORDINANCE
AMENDED

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

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

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

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8100-5987000	Transfer to Project	\$1,137,105	\$2,275,965	\$1,138,860
8100-5987000	Fund			
8100-5811082				
8100-5811082	Future Projects	\$1,628,577	\$489,717	\$(1,138,860)

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of March, 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
Parks & Recreation Projects-Dorton Park and Hartsell 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 Dorton Park and Hartsell 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:

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
420-4501280				
420-4501280	Transfer from P&R Reserve	\$1,359,961	\$2,498,821	\$1,138,860
				<u>\$1,138,860</u>

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8300-5811053				
8300-5811053	Dorton Park Improvements	\$521,640	\$990,500	\$468,860
8300-5811057				
8300-5811057	Hartsell Park Improvements	\$249,488	\$919,488	\$670,000
Total				<u>\$1,138,860</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 10th day March, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

CAPITAL PROJECT ORDINANCE

Transportation 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 project authorized is the Transportation Projects.

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

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

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
423-4361000	Investment Earnings	715,202	1,571,997	856,795
423-4338600	CMAQ Grant	3,869,321	3,496,513	(372,808)
				483,987

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>
8600-5811500	Weddington Rd HS Reimb	0	157,363	157,363
8600-5811501	Old Charlotte Sidewalk	0	442,775	442,775
8600-5811502	Cedar/Crowell Sidewalk	0	698,703	698,703
8600-5811504	Spring St Ph 1 Concrete	0	1,265,223	1,265,223
8600-5811073	Future Transp Projects	4,218,960	4,368,746	149,786
8600-5811257	US601/Flowes Store Imprv	2,713,151	2,340,343	(372,808)
8600-5811253	Future Sidewalk Projects	500,000	72,320	(427,680)
8600-5585000	PIP Infrastructure	1,353,978	482,817	(871,161)
8600-5811280	Future Concrete Str Proj	558,214	0	(558,214)
				483,987

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of March, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD.

**CAPITAL PROJECT ORDINANCE
Utility Project Reserves**

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

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

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

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
282-4361000	Investment Earnings	\$0	\$809,864	\$809,864
282-4501610	Transfer from Electric	\$43,484,368	\$41,632,690	\$(1,851,678)
8120-5811081	Future Elec Projects	\$10,348,306	\$9,268,293	\$(1,080,013)
8120-5811088	Future Water Projects	\$3,180,440	\$3,208,119	\$27,679
8120-5811089	Future Sewer Projects	\$1,176,000	\$1,186,520	\$10,520

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of March, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Tax Report for Fiscal Year 2021-2022

FINAL REPORT

January

Property Tax Receipts- Munis

2021 BUDGET YEAR	10,628,156.58
2020	20,558.98
2019	11,253.08
2018	4,128.00
2017	1,271.68
2016	1,312.79
2015	1,248.05
2014	691.49
2013	637.73
2012	712.77
Prior Years	2,024.15
Interest	27844.82
Refunds	
	<hr/>
	10,699,840.12

Vehicle Tax Receipts- County

2021 BUDGET YEAR	448,292.63
2020	
2019	
2018	
2017	
2016	
2015	
Prior Years	
Penalty & Interest	4,351.02
Refunds	
	<hr/>
	452,643.65

Fire District Tax - County

2021 BUDGET YEAR	26,320.18
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Less: Collection Fee from County

Net Ad Valorem Collections	<hr/>
	11,178,803.95

423:Vehicle Tag Fee-Transportation Impr Fund	32,657.63
100:Vehicle Tag Fee	132,609.75
292:Vehicle Tag Fee-Transportation Fund	32,657.62
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<hr/>
	197,925.00

Privilege License	10.00
Prepaid Privilege Licenses	
Privilege License interest	-
Total Privilege License	<hr/>
	10.00

Oakwood Cemetery current	1,750.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	3,466.68
Rutherford Cemetery endowment	1,133.32
West Concord Cemetery current	1,600.00
West Concord Cemetery endowment	900.00
Total Cemetery Collections	<hr/>
	8,850.00

Total Collections	<hr/>
	\$ 11,385,588.95

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	7,578.71
Discovery Penalty	952.70
Total Amount Invoiced - Monthly	<u>8,531.41</u>
Total Amount Invoiced - YTD	65,473,186.02

Current Year	
Less Abatements (Releases)	
Real	14,859.97
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>14,859.97</u>

Adjusted Amount Invoiced - monthly	(6,328.56)
Adjusted Amount Invoiced - YTD	65,368,384.68

Current Levy Collected	10,628,156.58
Levy Collected from previous years	43,838.72
Penalties & Interest Collected	27,844.82
Current Month Write Off - Debit/Credit	0.00
Total Monthly Collected	<u>10,699,840.12</u>
Total Collected - YTD	63,567,562.81

Total Collected - net current levy -YTD 63,269,633.66

Percentage of Collected -current levy 96.79%

Amount Uncollected - current year levy 2,098,751.02

Percentage of Uncollected - current levy 3.21%

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of January 2022

RELEASES		
CITY OF CONCORD	\$	14,859.97
CONCORD DOWNTOWN	\$	-

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

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2016	0	0	0	0.0048	0.00	0.00	
2017	0	28,479	28,479	0.0048	136.70	68.35	
2018	0	155,037	155,037	0.0048	744.18	297.68	
2019	0	142,771	142,771	0.0048	685.30	205.59	
2020	0	168,754	168,754	0.0048	810.02	162.01	
2021	627,485	456,372	1,083,857	0.0048	5,202.51	219.07	
Total	627,485	951,413	1,578,898		\$ 7,578.71	\$ 952.70	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	0	0	0.0023	0.00	0.00	
2018	0	0	0	0.0023	0.00	0.00	
2019	0	0	0	0.0023	0.00	0.00	
2020	0	0	0	0.0023	0.00	0.00	
2021	0	0	0	0.0023	0.00	0.00	
Total	0	0	0		\$ -	\$ -	

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 1/31/2022

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP ING US FUNDING 0 2/14/2022	4497W1BE5	5,000,000.00	4,994,022.22	2/14/2022	0.160	1.25	N/A	99.880444	14
CP CHESHAM 0 2/25/2022	16536JBR7	5,000,000.00	4,996,081.95	2/25/2022	0.130	1.25	N/A	99.921639	25
CP BAYERISCHE LANDESBK GIRO 0 3/16/2022	07274MCG8	5,000,000.00	4,996,250.00	3/16/2022	0.150	1.25	N/A	99.925	44
CP CREDIT SUISSE 0 3/25/2022	2254EBCR0	5,000,000.00	4,993,672.22	3/25/2022	0.170	1.25	N/A	99.873444	53
CP ICBC LTD 0 4/8/2022	45581CD85	5,000,000.00	4,995,895.83	4/8/2022	0.150	1.25	N/A	99.917917	67
CP CROWN PT CAP CO LLC 0 4/18/2022	2284K1DJ9	5,000,000.00	4,994,970.85	4/18/2022	0.170	1.25	N/A	99.899417	77
CP BAQUE ET CAISSE EPARGNE 0 5/2/2022	0667K1E23	5,000,000.00	4,995,955.56	5/2/2022	0.130	1.25	N/A	99.919111	91
CP NATIXIS 0 5/24/2022	63873KEQ6	5,000,000.00	4,994,923.60	5/24/2022	0.170	1.25	N/A	99.898472	113
CP LLOYDS BANK CORP 0 5/31/2022	53948BEX3	5,000,000.00	4,994,422.22	5/31/2022	0.160	1.25	N/A	99.888444	120
CP BANCO DE CHILE 0 6/1/2022	05952TF16	5,000,000.00	4,993,369.44	6/1/2022	0.220	1.25	N/A	99.867389	121
CP ING US FUNDING LLC 0 6/10/2022	4497W1FA9	5,000,000.00	4,993,427.78	6/10/2022	0.260	1.25	N/A	99.868556	130
CP CHARLOTTE MECK HOSP 0 6/22/2022	16085KFN4	5,000,000.00	4,995,550.00	6/22/2022	0.120	1.25	N/A	99.911	142
CP LMA S A DISC CP 0 7/11/2022	53944RGB8	5,000,000.00	4,990,605.56	7/11/2022	0.381	1.25	N/A	99.812111	161
CP MOUNTCLIFF 0 7/20/2022	62455BGL3	5,000,000.00	4,990,200.00	7/20/2022	0.281	1.25	N/A	99.804	170
CP CREDIT SUISSE 0 8/19/2022	2254EBHK0	5,000,000.00	4,988,000.00	8/19/2022	0.321	1.25	N/A	99.76	200
CP NATIXIS 0 8/31/2022	63873KHX8	5,000,000.00	4,987,020.83	8/31/2022	0.351	1.25	N/A	99.740417	212
CP SALVATION ARMY 0 9/2/2022	79583TJ22	5,000,000.00	4,990,286.11	9/2/2022	0.261	1.25	N/A	99.805722	214
CP ING US FUNDING LLC 0 9/21/2022	4497W1JM9	5,000,000.00	4,981,743.06	9/21/2022	0.552	1.25	N/A	99.634861	233
Sub Total / Average Commercial Paper		90,000,000.00	89,866,397.23		0.230	22.56		99.85161	121
FFCB Bond									
FFCB 0.14 5/18/2023-21	3133EMZP0	5,000,000.00	4,997,000.00	5/18/2023	0.170	1.25	N/A	99.94	472
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.26	N/A	100	556
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.26	N/A	100	599
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.26	N/A	100	668
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.25	N/A	99.957	718
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.25	N/A	99.8	760
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.87	N/A	99.94	795
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.26	N/A	100	931
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.26	N/A	100	953
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.05	N/A	99.6	994
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.26	N/A	100	1,043
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.26	N/A	100	1,176
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.26	N/A	100	1,337
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.26	N/A	100	1,421
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.26	N/A	100	1,597
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.26	N/A	100	1,701
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.26	N/A	100	1,884
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.26	N/A	100	2,230
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.26	N/A	100	2,243
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.25	N/A	99.725	2,551
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.25	N/A	99.2	2,600

Sub Total / Average FFCB Bond		102,659,000.00	102,571,262.00		0.755	25.75		99.914899	1,306
FHLB Bond									
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.26	N/A	100	606
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.25	N/A	99.85	612
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.26	N/A	100	665
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.26	N/A	100	739
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.14	N/A	106.665827	743
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.26	N/A	100	819
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.26	N/A	100	844
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.26	N/A	100	844
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.26	N/A	100	858
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.26	N/A	100	896
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.26	N/A	100	910
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.26	N/A	100	939
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.26	N/A	100	1,092
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.25	N/A	99.98	1,261
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.25	N/A	99.98	1,358
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.26	N/A	100	1,429
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.26	N/A	100	1,459
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.25	N/A	99.9	1,478
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.26	N/A	100	1,499
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.26	N/A	100	1,549
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.25	N/A	99.725	2,024
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.26	N/A	100	2,831
Sub Total / Average FHLB Bond		105,520,000.00	105,526,412.30		0.666	26.49		100.008318	1,174
FHLMC Bond									
FHLMC 0.375 4/20/2023	3137EAEQ8	1,290,000.00	1,291,301.24	4/20/2023	0.341	0.32	N/A	100.100871	444
FHLMC 2.75 6/19/2023	3137EAEN5	1,225,000.00	1,317,965.25	6/19/2023	0.244	0.33	N/A	107.589	504
FHLMC 0.25 6/26/2023	3137EAES4	3,220,000.00	3,219,567.60	6/26/2023	0.254	0.81	N/A	99.986726	511
FHLMC 0.25 9/8/2023	3137EAEW5	2,120,000.00	2,120,844.05	9/8/2023	0.236	0.53	N/A	100.039854	585
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.26	N/A	100	682
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.56	N/A	100	910
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.26	N/A	100	1,625
Sub Total / Average FHLMC Bond		20,105,000.00	20,199,678.14		0.425	5.07		100.503675	877
FNMA Bond									
FNMA 2 10/5/2022	3135G0T78	1,595,000.00	1,614,442.20	10/5/2022	1.549	0.41	N/A	101.218947	247
FNMA 2.375 1/19/2023	3135G0T94	1,820,000.00	1,884,180.01	1/19/2023	1.134	0.47	N/A	103.531596	353
FNMA 0.3 8/10/2023-22	3135G05R0	4,000,000.00	3,973,000.00	8/10/2023	0.731	1.00	N/A	99.325	556
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.26	N/A	100	563
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	9/12/2023	0.221	0.32	N/A	107.99	589
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.26	N/A	100	634
FNMA 0.25 11/27/2023	3135G06H1	3,705,000.00	3,707,833.90	11/27/2023	0.223	0.93	N/A	100.076557	665
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.26	N/A	100	697
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.40	N/A	106.058	735
FNMA 1.75 7/2/2024	3135G0V75	1,510,000.00	1,571,618.47	7/2/2024	0.361	0.39	N/A	104.080727	883
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.26	N/A	100	939
FNMA 1.625 10/15/2024	3135G0W66	2,380,000.00	2,454,218.36	10/15/2024	0.577	0.62	N/A	103.119202	988
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.25	N/A	99.797	1,050
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.27	N/A	101.665856	1,072
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.26	N/A	100	1,260
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.26	N/A	100	1,296
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.26	N/A	100	1,302

FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.26	N/A	100	1,732
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.26	N/A	100	2,103
Sub Total / Average FNMA Bond		68,735,000.00	69,122,070.72		0.556	17.35		100.590249	1,020
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	69,022.83	69,022.83	N/A	0.010	0.02	N/A	100	1
NCCMT LGIP	NCCMT481	731,409.89	731,409.89	N/A	0.010	0.18	N/A	100	1
NCCMT LGIP	NCCMT271	115,816.96	115,816.96	N/A	0.010	0.03	N/A	100	1
Sub Total / Average Local Government Investment Pool		916,249.68	916,249.68		0.010	0.23		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	10,154,162.96	10,154,162.96	N/A	0.100	2.55	N/A	100	1
Sub Total / Average Money Market		10,154,162.96	10,154,162.96		0.100	2.55		100	1
Total / Average		398,089,412.64	398,356,233.03		0.543	100		100.074775	896