



# City Council Agenda

Thursday, June 09, 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**

May 10 and May 12, 2022.

**IV. Presentations**

**1. Presentation of the Best 100 Fleets 2022 award to City of Concord Fleet Services.**

**(Work Session)** Concord Fleet Services is awarded the Best 100 Fleets of North America for 2022. This is the 7th award since 2010 for Concord. This year, Fleet ranked #75 for their efforts in CDL driver training and licensing, along with 12 other factors evaluated each year.

**2. Presentation of a Proclamation recognizing June 19, 2022 as Juneteenth Day.**

**V. Unfinished Business**

**VI. New Business**

**A. Informational Items**

**B. Departmental Reports**

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

**D. Public Hearings**

**1. Conduct a public hearing pursuant to N.C. General Statutes, Section 159-12 to receive public comments relative to the proposed FY 2022-2023 budget for the City of Concord, following public comments, consider adopting the proposed FY2022-2023 Budget, and consider adopting the Cabarrus Arts Council portion of the External Agencies pursuant to NC General Statutes, Section 14-234.3.**

The City Manager has submitted his recommended budget to the City Council for consideration. Before adopting the budget ordinance, Council must hold a public hearing. Once the Council holds the public hearing, and considers input, it may adopt the budget ordinance at any time before the end of June 2022. The Cabarrus Arts Council portion of the External Agencies will be considered separately in order to comply with the requirements of NC General Statutes, Section 14-234.3.

**Recommendation:** Conduct the public hearing to solicit citizen input, consider adopting the FY 2022-2023 budget, and consider adopting the Cabarrus Arts Council portion of the External Agencies.

**2. Conduct a public hearing to consider adopting a bond order authorizing the issuance of \$60,000,000 General Obligation Parks and Recreation Bonds of the City of Concord, North Carolina.** The City Council has determined that it is necessary to pay the capital costs of providing parks and recreation facilities; and an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Parks and Recreation Bonds as required by the Local Government Bond Act, and the City Clerk has notified the City Council that the application has been accepted for submission to the Local Government Commission. The bond order entitled, "BOND ORDER AUTHORIZING THE ISSUANCE OF \$60,000,000 OF GENERAL OBLIGATION

PARKS AND RECREATION BONDS OF THE CITY OF CONCORD, NORTH CAROLINA," which was introduced at a meeting of the City Council on May 12, 2022, was published on May 29, 2022, with notice of the public hearing. On file in the Clerk's office is a statement of debt complying with provisions of the Local Government Bond Act, and such statement as filed showed the net indebtedness of the City to be 0.58% of the assessed valuation of property in said City subject to taxation.

**Recommendation:** Motion to adopt, without change or amendment, and direct the City Clerk to publish a notice of adoption, as prescribed by The Local Government Bond Act, of the bond order entitled, "BOND ORDER AUTHORIZING THE ISSUANCE OF \$60,000,000 OF GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE CITY OF CONCORD, NORTH CAROLINA" as introduced at the meeting of the City Council held on May 12, 2022.

**3. Conduct a public hearing and consider adopting an ordinance annexing +/- 0.507 acres of property located at p/o 10435 Poplar Tent Rd, owned by Skybrook, LLC.**

The petition is for voluntary annexation of +/- 0.507 acres of property located at a portion of 10435 Poplar Tent Rd, owned by Skybrook, LLC. If annexed, the petitioner intends to apply for the RV-CD (Residential Village Conditional District) zoning classification in order to expand the recently approved Skybrook Corners townhome neighborhood to the north and the Skybrook Corners expansion to the east. This property is located in Mecklenburg County and within the Town of Huntersville's future growth and annexation area. Per the City's Annexation agreement with Huntersville, Concord may annex property within Huntersville's annexation area if Huntersville adopts a resolution to waive the right to annex. Huntersville adopted a resolution to waive the right to annex on February 21, 2022.

**Recommendation:** Consider making a motion to adopt an annexation ordinance and set the effective date for June 9th, 2022.

**4. Conduct a public hearing and consider adopting an ordinance amending the official zoning map for +/- 54.8519 acres located northeast corner of International Drive and Highway 73, generally addressed as 4208 and 4515 Davidson Hwy from MX-CC2 (Mixed-Use Commercial Center Large) to I-1-CD (Light Industrial Conditional District) and C-2 (General Commercial).**

According to the applicant, an office, warehouse, distribution and light industrial business park are the possible uses for the I-1-CD (Light Industrial Conditional District) area of the development and no specific plans have been provided for the C-2 (General Commercial) portion of the site. In accordance with Concord Development Ordinance section 3.2.4-B, "The Commission may grant final approval of a zoning map amendment by a vote of at least three-fourths (3/4) of the members of the Commission present and not excused from voting. If the approval is by a vote of less than three-fourths, or if the Commission renders a recommendation of denial, the request shall be forwarded to the City Council for hearing at their next available meeting and the City Council shall have the authority to make a final decision on the zoning map amendment." The Planning and Zoning Commission heard the above referenced petition at their April 19, 2022 public hearing and acted to deny the request. Please see attached documents for further detail.

**Recommendation:** Consider adopting an ordinance amending the official zoning map from MX-CC2 (Mixed-Use Commercial Center Large) to I-1-CD (Light Industrial Conditional District) and C-2 (General Commercial).

**5. Conduct a public hearing to consider adopting an ordinance amending Article 7, Table 7.6.2, Dimensional Standards, of the Concord Development Ordinance (CDO) to amend the maximum permissible height of multifamily structures in the RC and RV zoning districts from thirty-five (35) feet to four (4) stories.**

In recent years, developers in the community have proposed multi-family products with taller ceilings heights. This trend is due to the types of multifamily developments that are being constructed in the metro region, particularly in Charlotte. Due to the product



type change the City has received many communications indicating that 35' height limit for multi-family is no longer feasible based on market conditions. This standard has been a challenge to enforce considering the taller ceilings along with steeper roof pitches. City staff is proposing a revision to the language in the CDO to remove the 35' maximum (in RC and RV zoning) and to refer only to a maximum of four stories. This change would allow a developer more flexibility and would ease staff administration of the height requirements. Note that this allowance would be applicable to multifamily development in RC and RV zoning, not single family, and that all height transition requirements from single family developments, that were adopted with recent CDO changes, would remain. The proposed amendment also has a caveat that this maximum height is not applicable in the C-2 district in mixed use structures where residential units are present above retail or commercial. In those cases, the C-2 height restrictions would govern. The Planning and Zoning Commission unanimously recommended approval of the amendment at their May meeting.

**Recommendation:** Motion to adopt an ordinance amending Article 7, Table 7.6.2.A, Dimensional Standards, of the Concord Development Ordinance (CDO) to amend the maximum permissible height of multifamily structures in the RC and RV zoning districts from thirty-five (35) feet to four (4) stories.

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

**1. Consider approving the purchase of 524 Allison Street NW from the estate of Marquita Macon for \$167,600 using City Affordable Housing funds.** In November of 2021, staff was notified of the unexpected death of co-worker, Ms. Marquita Macon. Ms. Macon had purchased 524 Allison Street from the City of Concord in June of the same year. After her passing, Ms. Macon's family was not able to continue payments on the house and the lender began the process of foreclosure after several months without payment. Staff reached out to the lender and located the executor of the estate to see if the City could purchase the home back to allow the property to continue to be an affordable housing option within the City. An offer, contingent on Council approval, has been made and accepted by the estate attorney for \$167,600, which is the outstanding loan balance and related fees from the lender. The City's affordable housing allocation would be used for the purchase. The intent is to make any needed minor repairs and sale the property to maintain ownership and an affordable home.

**Recommendation:** Motion to approve the purchase of 524 Allison Street NW from the estate of Marquita Macon for \$167,600 using City Affordable Housing funds.

**2. Consider adopting a resolution of intent to schedule a public hearing on the matter of closing the right-of-way of an unopened 10-foot alley running parallel to Hawthorne Street SW.** The proposal includes the abandonment of the right-of-way for a 10-foot alley that runs behind 29 Hawthorne Street SW. Joseph Maizonet and Marline Maizonet filed the application. Carolina Oil Company of Concord, Inc. owns the land on the other side of the alley. Each property owner will receive half of the portion of the alley being abandoned. The General Statutes require that the City 1) post signs in two (2) places along the right-of-way, 2) send copies of the approved resolution of intent to all neighboring owners after adoption, and 3) advertise in the newspaper once a week for four (4) consecutive weeks. The notice requirement would allow the hearing to be conducted at the July 14, 2022 meeting.

**Recommendation:** Motion to adopt a resolution of intent to set a public hearing for July 14, 2022.

**3. Consider adopting a resolution authorizing the sale of a portion of 222 Spring Street Southwest to RES-NC Restoration, LLC.** The former Board of Light and Water acquired this property on May 7, 1954. The City received an Offer to Purchase a portion of the property from RES-NC Restoration, LLC (Buyer) for \$1,500. The tax value is estimated to be approximately \$2,800; however, the offer is believed to be closer to market value given the small size and triangular shape of the lot. The buyer wishes to use the property to construct a driveway access for the neighboring lot. The

City will reserve an easement for the existing electric infrastructure on the street frontage of the property. The proposed Resolution directs the City Manager, City Clerk and City Attorney to take all necessary steps and to execute the necessary documents to affect the conveyance of the property and easement in accordance with this resolution pursuant to North Carolina General Statutes §160A-269.

**Recommendation:** Motion to adopt a resolution authorizing the sale of a portion of 222 Spring Street Southwest to RES-NC Restoration, LLC and direct the City Manager, City Clerk and City Attorney to take all necessary steps and to execute the necessary documents in order to affect the conveyance of the property.

- 4. Consider approving a request from the Concord ABC Board to accumulate up to \$4.2 million above excess working capital as defined by the NC ABC Commission and to carry over a reserve of an amount up to \$4.2 million across fiscal years.** The purpose of the request is to provide funds for gradual purchase of land and construction of stores and related warehouse space to address customer needs in a rapidly growing community.

**Recommendation:** Motion to approve a request from the Concord ABC Board to accumulate up to \$4.2 million above excess working capital as defined by the NC ABC Commission and to carry over a reserve of an amount up to \$4.2 million across fiscal years.

- 5. Consider adopting a resolution setting a special bond referendum and directing the publication of notice of a special bond referendum and notification of the boards of elections.** The City Council has adopted the bond order titled "BOND ORDER AUTHORIZING THE ISSUANCE OF \$60,000,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE CITY OF CONCORD, NORTH CAROLINA," and such bond order should be submitted to the voters of the City of Concord, North Carolina for their approval or disapproval in order to comply with the constitution and laws of North Carolina at a special bond referendum to be held in said City on November 8, 2022. The attached resolution authorizes and directs the City Clerk to publish a notice of said referendum which shall be entitled "CITY OF CONCORD, NORTH CAROLINA NOTICE OF SPECIAL BOND REFERENDUM." Said notice of referendum shall be published at least twice. The first publication shall be not less than 14 days and the second publication shall be not less than 7 days before the last day on which voters may register for the special bond referendum. The attached resolution also directs the City Clerk to mail or deliver a certified copy of this resolution to the Cabarrus County Board of Elections within three days after this resolution is adopted.

**Recommendation:** Motion to adopt a resolution setting a special bond referendum and directing the publication of notice of a special bond referendum and notification of the boards of elections.

- 6. Consider recognizing The Courtyards on Poplar Tent Owners Association into the City's Partnership for Stronger Neighborhoods program.** The Courtyards on Poplar Tent is a 55+ planned community in Concord. It was designed, developed, and built by Epcon Communities Inc. between 2019 and 2022. There are 87 single family homes, each with a private courtyard. There is also a clubhouse, pool, and walking trail that borders a pond with a fountain and green spaces. Neighborhood activities are organized by committees and volunteers. Officers for the Association are: President Cheryl Milam; Vice President Debasish Banerjee; Treasurer Marc Shepherd; and Secretary Mitch Peretz. By approving their inclusion in the program, the City would have a total of 73 recognized neighborhoods in the Partnership for Stronger Neighborhoods since the program's foundation in 2000.

**Recommendation:** Motion to approve the acceptance of The Courtyards on Poplar Tent as a recognized neighborhood in the Partnership for Stronger Neighborhoods Program.

**7. Consider approving Neighborhood Matching Grant awards distribution request for FY22-23 applicants.** The review committee determined that ten projects best meet the criteria for funding. The following ten recommended projects, if funded, total \$28,230. This would leave \$1,770 in the NMG FY23 adopted budget. The following are recommended: 1) Morris Glen - Request \$2,630 in matching grant funds to support their Basketball Court Repairs and Skim Coating Project; 2) Winding Walk - Request \$3,000 to their Rotating Speed Signs Project; 3) Park View Estates - Request \$3,000 in matching grant funds to support their Pool Enhancement project; 4) Christenbury - Request \$3,000 in matching grant funds to their Entrance Beautification Project; 5) Hallstead - Request \$3,000 in matching grant funds to support Common Area Border Improvement Project; 6) Bedford - Request \$2,850 in matching grant funds to support second phase of their Neighborhood Trail Project; 7) Moss Creek- Request \$3,000 in matching grant funds to support their Picnic Tables Project; 8) Highland Creek - Request \$1,750 in matching grant funds to support their Pet Waste Stations Project; 9) Brookvue - Request \$3,000 in matching grant funds for their Playground Expansion and Tree Installation Project; 10) Fairway Ridge – Request \$3,000 in matching grant funds to support the second phase of their Street Sign Replacement Project. There was one project not recommended for funding because it did not meet the grant criteria and one neighborhood withdrew their application for consideration.

**Recommendation:** Motion to approve Neighborhood Matching Grant awards distribution request for FY22-23 applicants.

**8. Consider adopting a resolution for the Logan Community Day Care Association, Inc. Lease Renewal and authorize the City Manager to execute a lease agreement.** The City owns the Logan Community Day Care building located at 185 Rone Avenue, SW, Concord, North Carolina. The Lessee desires to renew the lease for the Premises to continue to operate a day care. The requested term for the lease is 10 years with an annual rent of \$1.00 per year payable on the 10th day of June of each year in advance. The Agreement shall automatically renew for two additional five (5) year renewal terms, unless on or before 30 days prior to the then current expiration date of this Agreement, either party has given notice of such party's intention not to renew for an additional five (5) year renewal term.

**Recommendation:** Motion to adopt a resolution and authorize the City Manager to execute a lease agreement with Logan Community Day Care Association, Inc. for the renewal of their lease for the operation of a day care at 185 Rone St. SW, Concord, NC.

**9. Consider awarding a bid and authorize the City Manager to execute a contract with Xylem Tree Experts Inc. to provide contract labor and equipment for Line Clearance Tree Trimming services.** Staff developed specifications for Line Clearance Tree Trimming services and formal bids were received on 5/22/22 for the provision of contract labor and equipment, on an as needed basis, to trim and clear trees around the Electric Department's infrastructure. The bid package specifications called for hourly pricing on many different pieces of equipment and labor units. Staff reviewed historic labor and equipment usage patterns, as well as future needs, and developed projected utilization factors which were then applied to the unit cost submitted by all bidders for determination of the lowest overall annual cost. Staff also evaluated the bidders for their ability to service the contract in relation to safe work practices and ability to meet future manpower/equipment needs of the City. Xylem Tree Experts Inc. was determined to be the lowest responsive bidder. Xylem Tree Experts Inc's pricing, their ability to work safely and their ability to thoroughly meet the bid specifications were clearly evident. Total expected yearly cost of \$275,060 is within the FY23 budgeted allowance of \$310,000.

**Recommendation:** Make a motion to award a bid and authorize the City Manager to execute a contract with Xylem Tree Experts Inc. to provide contract labor and equipment for Line Clearance Tree Trimming services.

- 10. Consider adopting an ordinance amending Chapter 46, Solid Waste, of the City's Code of Ordinances, Section 46:1 (Definitions), Section 46:32 (Services Provided by the City), Section 46:33 (Pre-collection practices and public nuisance), Section 46:34 (Prohibited materials not collected by city and handling prohibitions), Section 46:35 (Special conditions, charges and requests), and Section 46:37 (Collection practices and schedule) relative to the collection of solid waste materials in the City of Concord.** In preparation for July 2022 changes in collection practices for bulk and yard waste, staff has revised ordinance language to be consistent with new collection methods and practices, as well as cleanup of language that might be confusing or outdated. Areas of change to note include: 1) definition of "loose" materials for bulk collection, 2) definition of multi-family for solid waste purposes to be 7 or more attached units in a development, 3) the consolidation of televisions into the electronic waste definition, 4) clarification that excess bags of garbage outside the cart will not be collected, 5) clarification of the number of recycle carts that can be distributed to a small business to be no more than the number of garbage carts paid for under cart-based, small business service, 6) addition of a fine for excessive violations of carts left at the curb after collection timeframes, 7) eliminate need for bagged recyclables under backdoor service, 8) requirement of mattresses to be wrapped if visibly infested, 9) requirement of cardboard, as recycling, to be cut or bent, placing into the recycle cart, and 10) elimination of plastic bags from yard waste collection.

**Recommendation:** Motion to adopt an ordinance amending Chapter 46, Solid Waste, of the City's Code of Ordinances regarding the collection of solid waste materials.

- 11. Consider authorizing the City Manager to negotiate and execute a contract with Republic Services for weekly Bulk Container Service at City Facilities and Qualified Condominiums.** The City contracts for weekly bulk container/dumpster service at 23 City facility locations and 18 qualified townhome or condominium locations. The previous contract with Republic Services could no longer be extended and the City received proposals for this service contract. After receiving a proposal from Republic Services in the amount of \$1.90 per cubic yard, staff would like to continue the current service offering with Republic Services for a new three year term, beginning in July 2022 and expiring in June 2025. Current pricing is \$1.75 per cubic yard; however, the increase is within the budgeted amount for FY23. Several City departments are also impacted by this service contract and slight cost increase.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Republic Services in the amount of \$1.90 per cubic yard for bulk container garbage service.

- 12. Consider authorizing staff to move forward with an On Call Transit Planning Task Order with Benesch for the Cabarrus County Transportation Service (CCTS) and Rider Transit Consolidation Implementation Study.** The study is to combine Cabarrus County Transportation Service and Rider Transit into a single public transportation entity for Cabarrus County. The study will take approximately 9 months to complete, with a do not exceed cost of \$150,000. FTA 5303 Transit Planning Funds from the Cabarrus Rowan MPO will be utilized to pay for this study.

**Recommendation:** Motion to approve the On Call Transit Planning Task Order with Benesch for the Cabarrus County Transportation Service (CCTS) and Rider Transit Consolidation Implementation Study with a not to exceed maximum cost of \$150,000.

- 13. Consider authorizing the City Manager to negotiate and execute a professional services contract to RL Conrad Associates, LLC to provide Transportation Planning services for the Cabarrus Rowan Metropolitan Planning Organization (CRMPO).** With the expiration of the current contract for CRMPO administration and transportation planning services on June 30th, letters of interest were requested in

March from parties interested in providing these professional services. An interview was held with the firm that submitted in May. RL Conrad Associates, LLC was selected by a review committee, including representatives from member jurisdictions (Kannapolis, Mt. Pleasant, China Grove, Concord), as well as NCDOT staff. Negotiations are underway with RL Conrad Associates, LLC on the fees, which will have to be approved by Office of Inspector General's Office at NCDOT. The contract time is for one year with an optional one year renewal.

**Recommendation:** Motion to award a professional services contract to RL Conrad Associates, LLC to provide Transportation Planning services for the Cabarrus Rowan Metropolitan Planning Organization (CRMPO) and authorize the City Manager to negotiate and execute the contract.

- 14. Consider authorizing the City Manager to negotiate and execute an addendum to the contract with HDR for engineering services relating to the GAC Contactors at the Hillgrove Water Treatment Plant (WTP).** The City is under contract with HDR for design of the GAC Contactors at the Hillgrove WTP. The project is well underway. In April 2022, the City elected to pursue acquisition of adjacent parcel (708 Arbor St NE) to allow for a more desirable location of the GAC system and to provide space for future site uses. This addendum would cover the additional engineering services associated with locating the GAC system on the new parcel and will aid the City in developing the new parcel for future uses. The addendum for the additional scope is \$200,097.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute an addendum to the contract with HDR for engineering services related the GAC Contactors at the Hillgrove WTP.

- 15. Consider adopting a resolution to abandon a sanitary sewer easement across property at 346 George W. Liles Parkway (PIN 5600-48-0582).** There is a sanitary sewer easement recorded in Plat Book 47 Page 80 to the City of Concord. This property is being redeveloped with a Harris Teeter Fuel Center and the developer has requested that this easement be abandoned due to a sewer redesign.

**Recommendation:** Motion to adopt a resolution authorizing the Abandonment of Easement.

- 16. Consider approving the dedication of a Public Right-of-Way and Storm Drainage Easement to NCDOT at 2700 Concord Parkway S.** The City is being asked to dedicate property for Right-of-Way (ROW) and a Storm Drainage Easement (SDE) to NCDOT for purpose of constructing a U-turn bulb at 2700 Concord Parkway South. The subject area is located on property the Electric Systems Department is currently constructing Substation T. Purpose of the U-turn bulb is to allow North-bound Concord Parkway traffic to reverse direction. The U-turn bulb is necessary for traffic generated by the Holly Grove multi-unit Development just South of the City substation project. The Holly Grove Development company, Nest Communities Inc., is granting the City an easement on their property for purpose of extending transmission lines to the substation site. Total dedicated area is 2,003 square feet for the ROW and 3,139 square feet for the SDE. Electric Systems staff has evaluated the request and there is no impact to the substation project.

**Recommendation:** Motion to approve the dedication of a Public ROW and Storm Drainage Easement to NCDOT.

- 17. Consider accepting a Preliminary Application from Arnold Wayne Holder.** In accordance with City Code Chapter 62, Arnold Wayne Holder has submitted a preliminary application to sewer service outside the City limits. The property is located at 214 Litaker Lane. This parcel has an existing single family home and the applicant indicates that the drain field is full and the existing septic tank has been pumped twice in the past year and gray water is seeping from the ground. There is not City water available to this parcel.

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

- 18. Consider accepting a Preliminary Application from Flint McDonald.** In accordance with City Code Chapter 62, Flint McDonald has submitted a preliminary application to receive water and sewer service outside the City limits. The properties are located on Archibald Road. There is a total of 5 lots which were recently created via a county minor subdivision plat. Three of the lots have access to city water and sewer and two have only access to water. Based upon the applicant's original intent to serve the lots without City utilities and the potential negative impact on treatment plant capacity, it is recommended to deny the preliminary application.

**Recommendation:** Motion to deny the preliminary application.

- 19. Consider accepting a Preliminary Application from Robert C. Hayes.** In accordance with City Code Chapter 62, Robert C. Hayes has submitted a preliminary application for water service outside the City limits. The property is located at 1245 Odell School Road. The property is currently zoned LDR and has an existing single residence. City sanitary sewer is not available to this parcel.

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

- 20. Consider accepting a Preliminary Application from Nao Kha Vang.** In accordance with City Code Chapter 62, Nao Vang has submitted a preliminary application to receive sewer service outside the City limits. The property is located at 7627 Rocky River Road. This parcel has an existing single family home and the applicant has indicated that the existing septic system has a problem and is backing up a lot. The applicant already has water.

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

- 21. Consider making appointments / reappointments to various City of Concord Boards and Commissions and making a reappointment to the CDDC Board of Directors.** Attached is a list of Board and Commission appointments for the City of Concord. This list notes the members that have expiring terms and can or cannot be reappointed.

**Recommendation:** Motion to make appointments/reappointments to various Boards and Commissions and a reappointment to the CDDC Board of Directors.

## **VII. Consent Agenda**

- A. Consider adopting the 2022 Title VI Plan annual report.** Per the Title VI Plan adopted by City Council, an annual report should be prepared that documents progress, accomplishments, impediments and goals in fulfilling the Title VI Plan. The attached report summarizes the 2022 Title VI initiatives.

**Recommendation:** Motion to adopt the City's 2022 Annual Report to fulfill the requirement of the City of Concord Title VI Plan adopted by City Council in May 2021.

- B. Consider adopting the Rider Transit Procurement Policy & Procedures.** During FTA's Triennial Review process, it was determined that Rider Transit needed to have a standalone procurement policy separate from the City's Purchasing policy, that detailed all of FTA's procurement requirements. That attached Rider Transit Procurement Policy & Procedures was deemed by FTA to meet all of their requirements.

**Recommendation:** Motion to adopt the Rider Transit Procurement Policy & Procedures.

- C. Consider approving the updated 2021 Rider Transit Public Transportation Agency Safety Plan (PTASP).** FTA requires that Rider Transit's Public Transportation Agency Safety Plan is reviewed, updated, and approved annually by the Concord Kannapolis Transit Commission, Concord City Council, and the Cabarrus Rowan MPO. There were no substantive changes to this year's plan, only small language

updates required by FTA. The updated plan was approved by the CRMPO at their May 23, 2022 meeting, and the CKTC at their April 29, 2022 meeting.

**Recommendation:** Motion to approve the updated 2022 Rider Transit Public Transportation Agency Safety Plan.

- D. Consider awarding a bid to VSC Fire and Security Inc. in the amount of \$234,870 plus tax to purchase 3% AFFF Foam for replacement in community hangars at the Concord-Padgett Regional Airport.** During the annual inspection it was noted that we need to replace the AFFF foam in 4 tanks in the community hangars at the airport. The amount of foam needed to replace each hangar is: Hanger F (1000 Gallons of foam) Hanger C (800 Gallons of foam) Hanger H (75 Gallons of foam). FORMAL BIDS (In accordance with N.C.G.S. 143-129 ) were advertised by the City purchasing department. No bids were received. It was re-advertised per State statute and one bid was received on 5/16/22. The sole bid was from VSC Fire and Security Inc. in the amount of \$234,870 plus tax. This project will be funded using Cares funds from the Aviation Department Budget.

**Recommendation:** Motion to accept the bid and to authorize the City Manager to negotiate and execute a contract with VSC Fire and Security Inc.

- E. Consider authorizing the Concord Police Department to apply for the Fiscal Year 2022 Patrick Leahy Bulletproof Vest Partnership Grant from the United States Department of Justice: Office of Justice Programs.** The Concord Police Department is requesting to apply for the Fiscal Year 2022 Patrick Leahy Bulletproof Vest Partnership Grant from the United States Department of Justice: Office of Justice Programs. This program reimburses agencies up to 50% of the costs of new, uniquely fitted bulletproof vests. The department projects needing to purchase 117 vests over the next two fiscal years at a total cost of \$80,847, of which, the city would receive reimbursement of \$ 40,424 under grant guidelines.

**Recommendation:** Motion to authorize the Concord Police Department to apply for the Fiscal Year 2022 Patrick Leahy Bulletproof Vest Partnership Grant from the United States Department of Justice: Office of Justice Programs.

- F. Consider accepting an offer of infrastructure at Lantana Subdivision PH 4, Villages at Skybrook North Subdivision PH 3-2, Roberta Meadows Subdivision, Kensley Subdivision, Allen Mills Subdivision PH 2.** 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: 19,799 LF of public roadway.

**Recommendation:** Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites, Lantana Subdivision PH 4, Villages at Skybrook North PH 3-2, Roberta Meadows Subdivision, Kensley Subdivision, Allen Mills Subdivision PH 2.

- G. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement.** In accordance with the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: Addison Concord, LLC, (PIN 4589-80-8447) 8255 Old Holland Road. Access easements and SCM maintenance agreements are being offered by the owners.

**Recommendation:** Motion to approve the maintenance agreements and accept the offers of dedication on the following properties: Addison Concord, LLC.

- H. Consider accepting an Offer of Dedication of utility easements and public rights-of-ways in various subdivisions.** In accordance with CDO Article 5, the following final plats and easements are now ready for approval: The Addison Eighty50, Patterson Townhomes, Spring Meadow Phase 2A Map 1, and The Villas at Tucker's Walk, Phase 1 Map 2. Various utility easements and public rights-of-ways are offered by the owners.

**Recommendation:** Motion to accept the offer of dedication on the following plat and easements: The Addison Eighty50, Patterson Townhomes, Spring Meadow Phase 2A Map 1, and The Villas at Tucker's Walk, Phase 1 Map 2.

- I. Consider adopting a resolution to amend Article II, Section H of the Purchasing Policy.** Staff is recommending that the Performance and Payment section of the Purchasing Policy be amended to match North Carolina General Statutes, Section 44A-26 regarding the dollar amount of bonds required for construction projects. The City's current policy stated that construction projects with a total cost of \$50,000 or more require performance and payment bonds. The majority of construction projects in today's economy exceed \$50,000 and amending our policy to match the NCGS will aid staff and developers when processing these construction projects. NCGS 44A-26 states that performance and payment bonds will only be needed for construction projects that exceed \$300,000.

**Recommendation:** Motion to adopt a resolution to amend Article II, Section H of the Purchasing Policy.

- J. Consider approving a donation of \$500 from the Mayor's Golf Tournament Fund to Epworth United Methodist Church Back-to-School Shoe Distribution drive and to adopt a budget ordinance appropriating the donation.** This will be the 10th annual Back-to-School Shoe Distribution in Cabarrus County. The event is scheduled to be held Saturday, August 6, 2022 from 10:00 a.m. - 12:00 noon at the Logan Multi-Purpose Center. The goal is to distribute at least 500 pairs of shoes, as well as backpacks and school supplies, to as many children and youth as possible.

**Recommendation:** Motion to approve a donation of \$500 from the Mayor's Golf Tournament Fund to Epworth United Methodist Church Back-to-School Shoe Distribution drive and to adopt a budget ordinance appropriating the donation.

- K. Consider adopting a budget ordinance to establish a fund to account for the Opioid Settlement Funds.** In July 2021, Attorney General Josh Stein announced a historic \$26 billion agreement that will help bring desperately needed help to communities harmed by the opioid epidemic. Settlement funds are being allocated to 100 counties and 17 municipalities based on a formula the national counsel representing local governments developed. Funds will begin to be distributed to counties and municipalities in 2022 and continue over a period of 18 years. The total amount the City is expected to receive is \$1,464,853. The attached budget ordinance establishes a fund to account for these opioid settlement funds.

**Recommendation:** Motion to adopt a budget ordinance to establish a fund to account for the Opioid Settlement Funds.

- L. Consider adopting an ordinance to amend the Transportation Project fund budget to cleanup various project budgets.** The attached budget ordinance amends the transportation project fund budget to year end estimates.

**Recommendation:** Motion to adopt an ordinance to amend the Transportation Project fund budget to cleanup various project budgets.

- M. Consider adopting an ordinance to amend the Affordable Housing Fund budget to year end estimates.** The attached ordinance amends the Affordable Housing Fund budget to year end estimates.

**Recommendation:** Motion to adopt an ordinance to amend the Affordable Housing Fund budget to year end estimates.

- N. Consider adopting an ordinance to amend the Airport Capital Project fund budget to establish a preliminary budget for the Runway Widening project.** The attached budget amendment establishes the preliminary budget for the Runway Widening to project to allow preliminary expenses to be incurred.

**Recommendation:** Motion to adopt an ordinance to amend the Airport Capital Project fund budget to establish a preliminary budget for the Runway Widening project.



- O. Consider adopting an ordinance to amend the Housing Vouchers budget to adjust to year end estimates.** The attached budget ordinance amends the Vouchers budget to estimated year end actuals.  
**Recommendation:** Motion to adopt an ordinance to amend the Housing Vouchers budget.
- P. Consider adopting an ordinance to amend the Transit budget to adjust to estimated year end actuals.** The attached budget ordinance amends the Transit budget to adjust the budget to estimated year end projection. This also includes the adjustment needed for the buses approved to be purchased at a previous council meeting.  
**Recommendation:** Motion to adopt an ordinance to amend the Transit budget to adjust to estimated year end actuals.
- Q. Consider adopting an ordinance to amend the Airport operating budget to adjust budget to year end actual projections.** Staff is requesting that the Airport operating budget be amended to reflect anticipated actual year end numbers. The total amendment is 414,000 which adjusts revenues and expenditures to year end projections.  
**Recommendation:** Motion to adopt an ordinance to amend the Airport operating budget to adjust budget to year end actual projections.
- R. Consider adopting an ordinance to amend the Water operating budget to adjust budget to year end actual projections.** The attached budget ordinance adjusts the Water fund budget to year end projections.  
**Recommendation:** Motion to adopt an ordinance to amend the Water operating budget to adjust budget to year end actual projections.
- S. Consider adopting an ordinance to amend the Electric operating budget to adjust budget to year end actual projections.** The attached budget ordinance adjusts the Electric fund budget to year end projections.  
**Recommendation:** Motion to adopt an ordinance to amend the Electric operating budget to adjust budget to year end actual projections.
- T. Consider adopting an ordinance to amend the Stormwater operating budget to adjust budget to year end actual projections.** The attached budget ordinance adjusts the Stormwater fund budget to year end projections.  
**Recommendation:** Motion to adopt an ordinance to amend the Stormwater operating budget to adjust budget to year end actual projections.
- U. Consider adopting an ordinance to amend the General Fund operating budget to adjust budget to year end actual projections.** The attached budget ordinance adjusts the General Fund budget to year end projections.  
**Recommendation:** Motion to adopt an ordinance to amend the General Fund operating budget to adjust budget to year end actual projections.
- V. Consider adopting an ordinance to amend the Additional Vehicle Tax Fund budget to adjust budget to year end actual projections.** Staff is requesting that the Additional Vehicle Tax Fund budget be amended to reflect anticipated actual year end numbers. The total amendment is \$50,000 which adjusts revenues and expenditures to year end projections.  
**Recommendation:** Motion to adopt an ordinance to amend the Additional Vehicle Tax Fund budget to adjust budget to year end actual projections.
- W. Consider approving the 2022 Capital Fund Grant award from the US Department of Housing and Urban Development (HUD) and to adopt a Budget Ordinance appropriating the grant amount of \$469,854.** HUD has awarded the Housing Department a Capital Fund Grant for federal year 2022 in the amount of \$469,854 to assist with carrying out development, capital and management activities in order to assure that such projects continue to be available to serve low-income families.  
**Recommendation:** Motion to accept the 2022 Capital Fund Grant award from HUD and adopt a Budget Ordinance appropriating the grant amount of \$469,854.

- X. Consider adopting an ordinance to amend the Golf budget to adjust budget to year end actual projections.** Staff is requesting that the golf operating budget be amended to reflect anticipated actual year end numbers. The total amendment is \$260,000 which adjusts revenues and expenditures to year end projections.  
**Recommendation:** Motion to adopt an ordinance to amend the Golf budget to adjust budget to year end actual projections.
- Y. Consider adopting an ordinance to amend the Stormwater project budget to allocate savings remaining from completed projects the future projects account.** The attached budget ordinance amendment allocates savings from previously closed projects the future projects account. These amounts will be available to allocate to projects in future years when needed.  
**Recommendation:** Motion to adopt an ordinance to amend the Stormwater project budget to allocate savings remaining from completed projects the future projects account.
- Z. Consider adopting an ordinance to amend the Fire project budget to allocate savings remaining from completed projects to the future projects account.** The attached budget ordinance amendment allocates savings from previously closed projects the future projects account. These amounts will be available to allocate to projects in future years when needed.  
**Recommendation:** Motion to adopt an ordinance to amend the Fire project budget to allocate savings remaining from completed projects to the future projects account.
- AA. Consider adopting an ordinance to amend the Wastewater operating budget to adjust budget to year end actual projections.** Staff is requesting that the Wastewater operating budget be amended to reflect anticipated actual year end numbers. The total amendment is \$105,000 which adjusts revenues and expenditures to year end projections.  
**Recommendation:** Motion to adopt an ordinance to amend the Wastewater operating budget to adjust budget to year end actual projections.
- BB. Consider adopting an ordinance to amend the General Fund Capital Project fund budget to cleanup various project budgets.** The attached budget ordinance adjusts the airport signage budget to actual and allocates the savings to the future projects account. The attached budget ordinance also includes the additional transfer from the General Fund for the remaining amount needed for the solid waste equipment necessary to provide service in house.  
**Recommendation:** Motion to adopt an ordinance to amend the General Fund Capital Project fund budget to cleanup various project budgets.
- CC. Consider adopting an ordinance to amend the Wastewater project budget to cleanup various project budgets.** The attached budget amendment cleans up various project budgets based on actual amounts to date and allocates undesignated funds to the future projects account.  
**Recommendation:** Motion to adopt an ordinance to amend the Wastewater project budget to cleanup various project budgets.
- DD. Consider adopting a resolution transferring delinquent accounts to collection loss.** Public Housing residents have moved out of their dwelling units leaving balances on their accounts. The Housing Department has attempted to collect these amounts but has been unsuccessful. It is now appropriate to adopt a resolution transferring the FY21 delinquent accounts to collection losses. Efforts will continue to collect these losses.  
**Recommendation:** Motion to adopt a resolution to write-off the FY22 delinquent accounts in the amount of \$36,909.16 to collection loss.
- EE. Consider transferring a delinquent account to collection losses.** The Housing Authority closed an account without properly notifying our agency. Therefore, the balance due on tenant's account had to be absorbed.

- Recommendation:** Motion to transfer a delinquent account to collection losses.
- FF. Consider approving the transfer of delinquent miscellaneous receivables to collection losses.** In preparation for year-end closing of the accounting records and preparing for the annual independent audit, staff must review accounts receivable balances to determine if any balances are uncollectable. The accounts that are deemed uncollectable should be transferred to collection losses. Miscellaneous receivables that have been classified as uncollectable amount to \$3,686.80. Staff continues to work with legal to pursue collection methods available as well as using the Debt Setoff Program offered through the State and a private contract for collections.
- Recommendation:** Motion to approve the transfer of delinquent miscellaneous receivables to collection losses.
- GG. Consider adopting FY23 Compensation Plan Grade Assignments.** Staff recommends adopting the FY23 Compensation Plan Grade Assignments.
- Recommendation:** Motion to adopt the FY23 Compensation Plan Grade Assignments.
- HH. Consider adopting the 3% adjustment to the Compensation Plan Grade Assignments, effective in the fourth quarter of FY23.** In order to remain competitive in the ability to attract strong candidates, staff recommends a 3% overall increase to the Compensation Plan Grade Assignments in the fourth quarter of FY23. This adjustment will be made at minimums, midpoints and maximums in the structure to maintain forward movement in the workforce marketplace.
- Recommendation:** Motion to adopt the 3% adjustment to the Compensation Plan Grade Assignments, effective in the fourth quarter of FY23.
- II. Consider accepting the Tax Office reports for the month of April 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 April 2022.
- JJ. Consider approving the Tax Releases/Refunds from the Tax Collection Office for the month of April 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 April 2022.
- KK. Receive monthly report on status of investments as of April 30, 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.

**BOND ORDER AUTHORIZING THE ISSUANCE OF \$60,000,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE CITY OF CONCORD, NORTH CAROLINA**

*WHEREAS*, the City Council of the City of Concord, North Carolina has ascertained and hereby determines that it is necessary to pay the capital costs of providing parks and recreation facilities, including without limitation land, athletic fields, parks, shelters, parking, lighting, trails and greenways and the renovation and improvement of existing facilities; and

*WHEREAS*, an application has been filed with the Secretary of the Local Government Commission of North Carolina requesting Commission approval of the General Obligation Parks and Recreation Bonds hereinafter described as required by the Local Government Bond Act, and the City Clerk has notified the City Council that the application has been accepted for submission to the Local Government Commission.

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

Section 1. In order to raise the money required for the purposes described above, in addition to any funds which may be made available for such purpose from any other source, General Obligation Parks and Recreation Bonds of the City are hereby authorized and shall be issued pursuant to the Local Government Finance Act of North Carolina. The maximum aggregate principal amount of such General Obligation Parks and Recreation Bonds authorized by this order shall be \$60,000,000.

Section 2. Taxes will be levied in an amount sufficient to pay the principal and interest on the General Obligation Parks and Recreation Bonds.

Section 3. A sworn statement of the City's debt has been filed with the City Clerk and is open to public inspection.

Section 4. This bond order will take effect when approved by the voters of the City at a referendum scheduled for November 8, 2022.

The foregoing bond order was read by title and introduced by the City Council of the City of Concord, North Carolina this 12th day of May, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST:

---

William C. Dusch, Mayor

---

Kim J. Deason, City Clerk

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

I, Kim J. Deason, City Clerk of the City of Concord, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of so much of the proceedings of the City Council as it relates to the introduction of the bond order entitled “**BOND ORDER AUTHORIZING THE ISSUANCE OF \$60,000,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE CITY OF CONCORD, NORTH CAROLINA**” by the City Council of the City of Concord, North Carolina, at a meeting held on the 12th day of May, 2022 and that such proceedings are to be recorded in the minute books of said City Council.

***WITNESS*** my hand and the seal of the City of Concord, North Carolina, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

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

(SEAL)

## **Meeting Date**

June 9th, 2022

## **Annexation Staff Report**

The subject request is a voluntary annexation petition of +/- 0.507 acres of property located at p/o 10435 Poplar Tent Rd, owned by Skybrook, LLC. A map has been provided depicting the property's location.

The site in question is part of a larger overall parcel that has been the subject of three (3) annexation requests. The overall parcel is bisected by Ambercrest Ct. and is also split by the Cabarrus/Mecklenburg County lines. In November of 2020, +/- .214 acres of the parcel was annexed into the City limits to allow for a 50ft street wide right-of-way extending from Ambercrest Ct. in the Parkside neighborhood to the south to the Skybrook Corners townhome neighborhood to the north. The second phase of this request (ANX-14-21A), included 2.387 acres of property located at 10515 and p/o 10435 Poplar Tent Rd and was annexed in February of 2022. It was subsequently rezoned to RV-CD (Residential Village Conditional District) zoning classification in order to expand the planned Skybrook Corners townhome neighborhood to the north. The subject petition represents the final phase of the site's overall land area. The subject request (ANX-14-21B) includes +/- .507 acres across the Mecklenburg County line, and within the Town of Huntersville's ETJ (Extraterritorial Jurisdiction) and future annexation/growth area. Due to the adopted annexation agreement between Huntersville and Concord, specific jurisdictional notification is required and therefore, the applicant split the annexation request into multiple petitions for faster consideration of the property within Cabarrus. Per the City's Annexation agreement with Huntersville, Concord may annex property within Huntersville's annexation area if Huntersville adopts a resolution to waive the right to annex. Huntersville adopted a resolution to waive the right to annex on February 21<sup>st</sup>, 2022. A copy of the resolution is included in Council's packet materials.

According to the petitioner, the annexation request has been submitted for the purpose of connecting to City utilities and to include the properties as part of the Skybrook Corners townhome project to the north and Skybrook Corners Expansion to the east. Should the subject property be annexed into the City limits, the petitioner intends to apply for the RV-CD (Residential Village Conditional District) zoning classification for the construction of 3 additional townhome units. A draft site plan is included in Council's packet. The plan has been reviewed by all City departments and is in an approvable format should the Planning and Zoning Commission choose to adopt the proposed zoning classification. In total, for the overall parcel, a maximum of 11 townhome units would be located on the Cabarrus side and 3 additional units are proposed in Mecklenburg County. It should be noted that the site plan is not under consideration during the annexation hearing and further, the site design is in draft form and still subject to change, pending review.

The subject properties are located within the Suburban Neighborhood Use Category of the 2030 Land Use Plan and the proposed zoning designation of RV-CD (Residential Village Conditional District) is considered a corresponding zoning classification to the Land Use Category.

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. The developer also held a neighborhood meeting, notifying all adjacent property owners and Recognized Neighborhoods/Homeowners Associations within ½ mile.





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

**Petition for Annexation into the Concord City Limits**

| <b>Section A</b> Submittal Checklist  |  |
|---|--|
| 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: |  |
| <b>Required</b> – An incomplete application will delay the annexation process.  |  |
| X   | Written metes and bounds description of the property to be annexed. ( <u>Must</u> include in application packet <u>and</u> email a Microsoft Word version to <a href="mailto:rogerss@concordnc.gov">rogerss@concordnc.gov</a> ). Mark as <b>Exhibit A</b> . Source can be from Survey or Deed.   |
| X   | 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 <b>Exhibit B</b> .  |
| X   | A Current County Tax Map with parcels included in the annexation request clearly marked. Mark as <b>Exhibit C</b> .<br><a href="http://gis.cabarruscounty.us/gisdataexplorer/">http://gis.cabarruscounty.us/gisdataexplorer/</a>   |
| X   | 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. <a href="http://gis.cabarruscounty.us/gisdataexplorer/">http://gis.cabarruscounty.us/gisdataexplorer/</a>  |
| X   | 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> .<br><br>Please include signatures of new owners if ownership will change during the annexation process. |
| X   | Notary Statements for each signature   |
| X   | 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.  |
| n/a   | Statement of vested rights claimed, if any.  |
| X   | \$300.00 Application Fee   |
| X   | A letter authorizing a developer or agent to handle annexation petition (e.g. withdraw, delay/reactivate petition).  |
| X   | This application form (Sections A, B, C, and D) completed, <u>dated and signed</u> by the property owner(s) and attested submitted by the deadlines noted in section B of this application, page 2.  |
| <b>Optional</b> , but will assist in the steps following the annexation process   |  |
| X   | <b>Section E (Supplemental Information)</b>  |
| X   | Copy of any proposed plans, which may include but is not limited to a preliminary site plan or final site plan   |
| X   | Appropriate application(s) for City of Concord Planning & Zoning Commission (Rezoning Petition)  |
| X   | List of Current Adjacent Property Owners <span style="color: red;">see rezoning plans</span>   |

**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 **Skybrook Corners Expansion**

Street Address **P-O 10435 Poplar Tent Road, Huntersville, NC 28078**

Cabarrus County Property Identification Number(s) list below

|                         |        |        |
|-------------------------|--------|--------|
| P.I.N. P-O 4671-73-1211 | P.I.N. | P.I.N. |
| P.I.N.                  | P.I.N. | P.I.N. |

Acreage of Annexation Site **0.507**

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

Person to contact if there are questions about the petition

Name **Brian Pace**

Address **6719-C Fairview Road, Charlotte, NC 28210**

|                           |                           |  |
|---------------------------|---------------------------|--|
| Phone <b>704-365-1208</b> | Fax # <b>704-365-5506</b> | Email <b>bpace@pacedevelopment.com</b> |
|---------------------------|---------------------------|--|

**Written metes and bounds description of property to be annexed**  
 Attach additional sheets if necessary. Petitioners must submit an electronic Microsoft Word version. Petitioners must email an electronic copy to [rogerss@concordnc.gov](mailto:rogerss@concordnc.gov)



note: hard copies of the applications with original signatures will be delivered to Concord.

**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 X

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 24th day of January, 2022 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 John T. Coley IV Phone 919-933-1218

Address PO Box 38, Holly Springs NC 27540

Signature John T. Coley IV Date 1-24-22

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

Address \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

Address \_\_\_\_\_

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

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

PETITION MUST BE NOTARIZED

State of: NORTH CAROLINA  
County of: MECKLENBURG

Use this section for individual landowners.

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

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

I, VICKI K. HOLLIS [Notary's Name], a Notary Public for said County and State, do hereby certify that JOHN T. COLEY [Representative for Landowner], a duly authorized representative for SKYBROOK LLC [Landowner], mentioned on the annexation petition as the landowner, personally came before me this day and acknowledged that he is MANAGER [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.

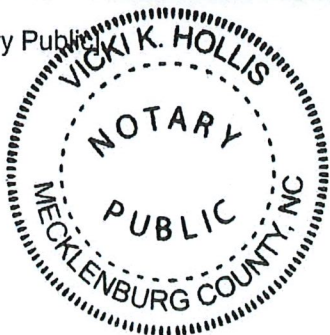
Witness my hand and official seal this 24 day of JANUARY, 2022

Vicki K. Hollis  
Notary Public

My commission expires June 23, 2026

[SEAL of Notary Public]

Notary's Stamp:





**Section E** Supplemental Information

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

|   |   |        |  |                         |  |        |  |                                     |  |                              |  |  |  |  |
|---|---|--------|--|-------------------------|--|--------|--|-------------------------------------|--|------------------------------|--|--|--|--|
| <b>Acreage of Area</b>  |   |        |  |                         |  |        |  |                                     |  | 0.507                        |  |  |  |  |
| <b>Current Population of Area</b>   |   |        |  |                         |  |        |  |                                     |  | 0                            |  |  |  |  |
| <b>Current Zoning of Area</b>   |   |        |  |                         |  |        |  |                                     |  | Rural - R (Huntersville ETJ) |  |  |  |  |
| <b>Desired City Zoning of Area</b>  |   |        |  |                         |  |        |  |                                     |  | RV-CD                        |  |  |  |  |
| <b>Proposed Use (i.e. residential, commercial, or industrial)</b>                                     |   |        |  |                         |  |        |  |                                     |  | Residential                  |  |  |  |  |
| <b>Estimated Total Value of Residential Units for the Proposed Development</b>                        |   |        |  |                         |  |        |  |                                     |  | \$5,700,000                  |  |  |  |  |
| <b>Total Proposed Number of Dwelling Units</b>  |   |        |  |                         |  |        |  |                                     |  | 3                            |  |  |  |  |
| <b>Type of Proposed Dwelling Units (Single Family Detached, Single Family Attached, Multi-Family)</b> |   |        |  |                         |  |        |  |                                     |  | Single Family Attached       |  |  |  |  |
| Year 1  | 3 | Year 2 |  | Year 3                  |  | Year 4 |  | Year 5                              |  |                              |  |  |  |  |
| <b>Estimated Total Value of Business Units for the Entire Proposed Development</b>                    |   |        |  |                         |  |        |  |                                     |  |                              |  |  |  |  |
| <b>Commercial Value</b>   |   | n/a    |  | <b>Industrial Value</b> |  | n/a    |  | <b>Other (not-for-profit) Value</b> |  | n/a                          |  |  |  |  |
| <b>Proposed Number of Commercial</b>  |   |        |  |                         |  |        |  |                                     |  |                              |  |  |  |  |
| Year 1  |   | Year 2 |  | Year 3                  |  | Year 4 |  | Year 5                              |  |                              |  |  |  |  |
| <b>Proposed Number of Industrial</b>  |   |        |  |                         |  |        |  |                                     |  |                              |  |  |  |  |
| Year 1  |   | Year 2 |  | Year 3                  |  | Year 4 |  | Year 5                              |  |                              |  |  |  |  |
| <b>Proposed Number of Other (not-for-profit)?</b>   |   |        |  |                         |  |        |  |                                     |  |                              |  |  |  |  |
| Year 1  |   | Year 2 |  | Year 3                  |  | Year 4 |  | Year 5                              |  |                              |  |  |  |  |

**Section E (continued) Supplemental Information**

| Street Information   |       |        |  |        |  |        |  |        |  |
|--|-------|--------|--|--------|--|--------|--|--------|--|
| Proposed total linear mileage of roadway installed         |       |        |  |        |  |        |  |        |  |
| Year 1   | 0.087 | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
| Proposed total number of non-state maintained street miles |       |        |  |        |  |        |  |        |  |
| Year 1   |       | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |

| Water Information  |    |        |  |        |                                       |        |  |        |  |
|--|----|--------|--|--------|---------------------------------------|--------|--|--------|--|
| Typical water service(s) (i.e. ¾", 1", etc.)                         |    |        |  |        |                                       |        |  |        |  |
| Number of services installed by developer (by service type)          |    |        |  |        | 2" and 8" public with 11- ¾" services |        |  |        |  |
| Year 1   | 11 | Year 2 |  | Year 3 |                                       | Year 4 |  | Year 5 |  |
| Number of services requested (by service type)                       |    |        |  |        |                                       |        |  |        |  |
| Year 1   | 11 | Year 2 |  | Year 3 |                                       | Year 4 |  | Year 5 |  |
| Typical Irrigation meter size(s) to be installed (i.e. ¾", 1", etc.) |    |        |  |        |                                       |        |  |        |  |
| Number of Services Requested   |    |        |  |        |                                       |        |  |        |  |
| Year 1   |    | Year 2 |  | Year 3 |                                       | Year 4 |  | Year 5 |  |
| Estimated Mileage of Water Pipe Needed                               |    |        |  |        |                                       |        |  |        |  |
| Year 1   |    | Year 2 |  | Year 3 |                                       | Year 4 |  | Year 5 |  |

| Sewer Information   |    |        |  |        |  |        |  |        |  |
|---|----|--------|--|--------|--|--------|--|--------|--|
| Typical sewer service(s) (i.e. 4", 6", 8" etc.)             |    |        |  |        | +/- 460' of 8" public with 11 -4" services |        |  |        |  |
| Number of services installed by developer (by service type) |    |        |  |        |  |        |  |        |  |
| Year 1  | 11 | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
| Number of services requested (by service type)              |    |        |  |        |  |        |  |        |  |
| Year 1  |    | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |
| Estimated Mileage of Water Pipe Needed                      |    |        |  |        |  |        |  |        |  |
| Year 1  |    | Year 2 |  | Year 3 |  | Year 4 |  | Year 5 |  |

| <b>Section E (continued) Supplemental Information</b>                      |    |        |  |        |     |        |  |        |  |
|--|----|--------|--|--------|-----|--------|--|--------|--|
| <b>Solid Waste Data</b>  |    |        |  |        |     |        |  |        |  |
| <b>Number of Rollouts needed for Multi-Family Units</b>                    |    |        |  |        |     |        |  |        |  |
| Year 1   | 11 | Year 2 |  | Year 3 |     | Year 4 |  | Year 5 |  |
| <b>Number of commercial units using City rollout collection</b>            |    |        |  |        | n/a |        |  |        |  |
| Year 1   |    | Year 2 |  | Year 3 |     | Year 4 |  | Year 5 |  |
| <b>Number of commercial units needing corrugated (cardboard) recycling</b> |    |        |  |        | n/a |        |  |        |  |
| Year 1   |    | Year 2 |  | Year 3 |     | Year 4 |  | Year 5 |  |
| <b>Number of commercial units needing white paper pick-up (recycling)</b>  |    |        |  |        | 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 |



Tract 3- 0.507 acres in Mecklenburg County

All that certain parcel of land, situated, lying and being in the Mecklenburg County, State of North Carolina, and more particularly described as follows:

Commencing at (POINT OF BEGINNING) a found rebar, being further described as the South-Eastern corner of a tract of land owned Now or Formerly by Skybrook LLC, as recorded in Deed Book 7075, page 32 of the Cabarrus County Register of Deeds, also being located S55-58-03W 30.31' distant of the centerline of Poplar Tent Road (SR #2424), thence from the Point of Beginning N55-58-03E 30.31' to a point at the centerline of Poplar Tent Road (SR #2424), thence with the centerline of Poplar Tent Road S24-44-33E 170.15' to a point, thence leaving the centerline of Poplar Tent Road S52-20-48W 274.60' (passing through a found angle iron at station 0+31.75) to a found rebar, the southeast corner of Ambercrest Court NW, the Larry E. Stinson and Myra A. Stinson property previously annexed into the City of Concord, Thence S52-20-48W 50.00' to a rebar found; Thence with the southern line of the the Larry E. Stinson and Myra A. Stinson property S52-20-48W 297.02' to a point on the Cabarrus County Mecklenburg County line, the POINT OF BEGINNING;

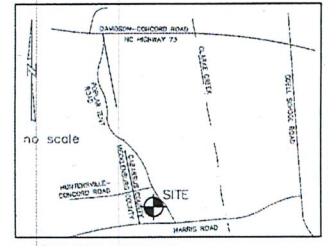
Thence with the southern line of the Larry E. Stinson and Myra A. Stinson property S52-20-48W 101.69' to rebar found, the southwest corner of the Larry E. Stinson and Myra A. Stinson property; Thence with the western line of the Larry E. Stinson and Myra A. Stinson property N22-46-54W 217.78' to a bolt found, the northwestern corner of the Larry E. Stinson and Myra A. Stinson property; Thence with the northern line of the Larry E. Stinson and Myra A. Stinson property N55-58-03E 109.86' to a point on the Cabarrus County Mecklenburg County line; Thence with the Cabarrus County AND Mecklenburg County line S20-14-27E 213.32' to a point on the Cabarrus County Mecklenburg County on the southern line of the Larry E. Stinson and Myra A. Stinson property, the Point of Beginning.

Being Tract 3 and containing 0.507 acres in Mecklenburg County



# Exhibit B

BEARINGS BASED ON  
NC GRID (NAD 83)



MOORCREST SUBDIVISION  
MB-44-6, MB-44-07, MB-44-97, MB-45-92, MB-45-35

**NOTES**

THIS PROPERTY IS SUBJECT TO ALL OTHER RIGHTS-OF-WAY AND EASEMENTS OF RECORD NOT OBSERVED IN THE FIELD WHICH WOULD BE DISCLOSED BY A FULL TITLE SEARCH.

THIS MAP IS NOT INTENDED TO MEET GS 47-30 REQUIREMENTS. THIS SURVEY WAS PREPARED PER THE STANDARDS OF PRACTICE FOR LAND SURVEYORS IN NORTH CAROLINA WITH AN ERROR OF CLOSURE IN EXCESS OF 1:10,000.

MECKLENBURG COUNTY & CABARRUS COUNTY LINE AS SHOWN PER RESOLUTION 2002-42 BY THE CABARRUS COUNTY BOARD OF COMMISSIONERS RESOLVING THE MECKLENBURG COUNTY, MECKLENBURG COUNTY LINE LOCATION.

DISTANCES SHOWN ARE GROUND DISTANCES. TO CONVERT TO GRID DISTANCES APPLY THE COMBINED GRID FACTOR OF 0.99984901.

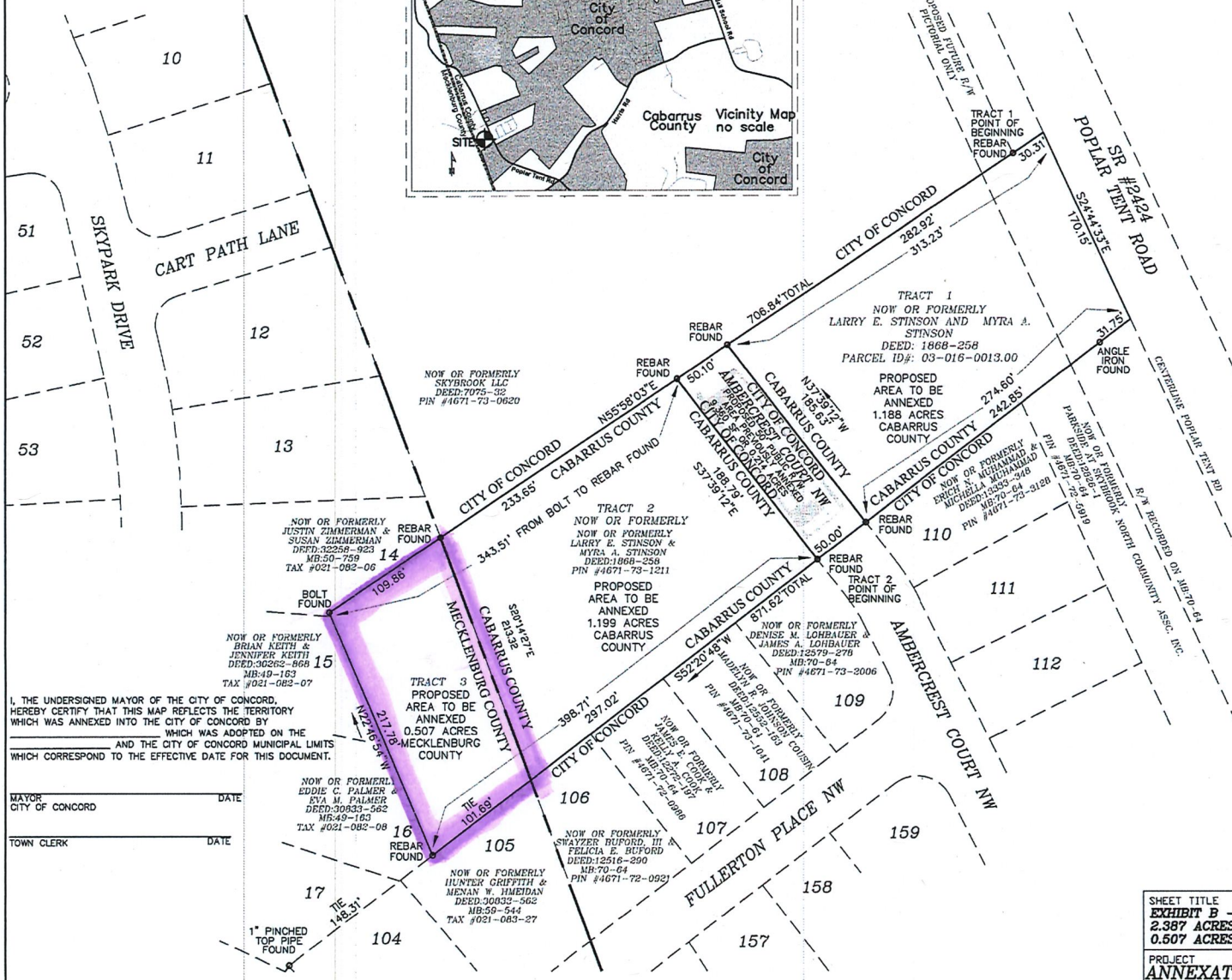
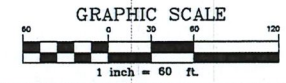
THE PROPERTY IN CABARRUS COUNTY LIES WITHIN THE CITY OF CONCORD E.T.I.

PROPERTY CORNERS IDENTIFIED WERE LOCATED BY ACTUAL FIELD SURVEY. ALL DISTANCES ARE HORIZONTAL DISTANCES UNLESS OTHERWISE NOTED.

I, JOSEPH E. WHALEY JR., STATE THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE BY YARBROUGH-WILLIAMS & HOULE, INC.

ALL BEARINGS AND DISTANCES ARE ON 50' RIGHT OF WAY LINE.

LEGEND.....  
MB: - MAP BOOK  
PL - PROPERTY LINE  
R/W - RIGHT-OF-WAY



I, THE UNDERSIGNED MAYOR OF THE CITY OF CONCORD, HEREBY CERTIFY THAT THIS MAP REFLECTS THE TERRITORY WHICH WAS ANNEXED INTO THE CITY OF CONCORD BY \_\_\_\_\_ AND THE CITY OF CONCORD MUNICIPAL LIMITS WHICH CORRESPOND TO THE EFFECTIVE DATE FOR THIS DOCUMENT.

MAYOR \_\_\_\_\_ DATE \_\_\_\_\_  
CITY OF CONCORD  
TOWN CLERK \_\_\_\_\_ DATE \_\_\_\_\_

|   |  |                    |
|---|--|--------------------|
| SHEET TITLE<br><b>EXHIBIT B - ANNEXATION PLAT - 2.894 ACRE TOTAL<br/>2.387 ACRES IN CABARRUS COUNTY<br/>0.507 ACRES IN MECKLENBURG COUNTY</b>   |  | PROJECT NO.        |
| PROJECT<br><b>ANNEXATION PLAT<br/>TOWNSHIP #3, CABARRUS COUNTY, N.C.<br/>OWNER: LARRY E. &amp; MYRA A. STINSON DEED:1868-258</b>  |  | SCALE<br>1"=60'    |
| DRAWN BY<br>YWH   |  | DATE<br>01/24/2022 |
| CHECKED BY<br>SW  |  | BY<br>YWH          |
| DRAWING NO.   |  | DATE<br>01/24/2022 |
| <b>YARBROUGH-WILLIAMS &amp; HOULE, INC.</b><br>Planning • Surveying • Engineering<br>700 Windsor Oak Court, P.O. Box 1186<br>Charlotte, North Carolina 28203, Florida, North Carolina, 28134<br>704.556.1900 704.556.0005(hk) |  | SHT 1 OF 1 SHEETS  |



EXHIBIT C



## EXHIBIT C

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

|                   |  |                    |                          |
|-------------------|--|--------------------|--------------------------|
| Physical Address: | 10515 POPLAR TENT RD HUNTERSVILLE NC 28078, 10435 POPLAR TENT RD HUNTERSVILLE NC 28078 | PIN14:             | 46717312110000           |
| Account Name 1:   | STINSON LARRY E  | Account Name 2:    | STINSON MYRA A WF        |
| Mailing Address:  | 10653 POPLAR TENT RD   | Mailing City:      | HUNTERSVILLE             |
| Mailing State:    | NC   | Mailing Zip Code:  | 28078                    |
| Property Real ID: | 03-016 -0013.00  | Plat Book:         | 00000                    |
| Plat Page:        | 00000  | Land Units:        | 3.11                     |
| Units Type:       | AC   | Land Value:        | AC                       |
| Building Value:   | 29410  | OBXF Value:        | 3360                     |
| Assessed Value:   | 189080   | Market Value:      | 189080                   |
| Sale Year:        | 1997   | Sale Month:        | 5                        |
| Sale Price:       | 50000  | Deed Book:         | 1868                     |
| Deed Page:        | 0258   | Fire District:     | Odell                    |
| Zoning:           | LDR  | Elementary School: | W R Odell ES             |
| Middle School:    | Harris Rd MS   | High School:       | Cox Mill HS              |
| Precinct Name:    | undefined  | Legal Description: | WEST SIDE POPLAR TENT RD |
| Floodway:         | No   | 100 Yr Flood:      | No                       |
| 500 Yr Flood:     | No   | Watershed          | undefined                |
| FIRM Panel Number | 4671   |                    |                          |



|              |              |
|--------------|--------------|
| FILED        | Jan 14, 2022 |
| AT           | 10:51:00 AM  |
| BOOK         | 15788        |
| START PAGE   | 0099         |
| END PAGE     | 0102         |
| INSTRUMENT # | 01689        |
| EXCISE TAX   | \$500.00     |

### NORTH CAROLINA SPECIAL WARRANTY DEED

Excise Tax: \$500.00

Parcel Identifier Number: 46717312110000 (Cabarrus Co.) [no PID for Meck. Co. portion]

Mail/Box to: Grantee

This instrument was prepared by: Russel S. Woodward, Esq., Woodward & Woodward PLLC

Brief description for the Index: 10515 Poplar Tent Rd. Huntersville NC 28078

THIS DEED made this 13 day of January 2022, by and between

**Grantor**

**Grantee**

Larry E. Stinson, widower

Skybrook, LLC  
a North Carolina limited liability company

10653 Poplar Tent Road Drive  
Huntersville NC 28078

6719-C Fairview Road  
Charlotte NC 28210

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 Charlotte, Mecklenburg County, North Carolina and more particularly described as follows:

*Please see Exhibit A.*

Submitted electronically by "First American Title Insurance Company - NCS North Carolina" in compliance with North Carolina statutes governing recordable documents and the terms of the Memorandum of Understanding with the Office of the Register of Deeds of Cabarrus County. NCGS 47-14(a1)(5).

The property hereinabove described was acquired by Grantor by instruments recorded in Book 1868, Page 2581.

All or a portion of the property herein conveyed does not include the primary residence of a Grantor.

The Power of Attorney referenced herein was recorded in the Register of Deeds for Cabarrus County on January 12, 2007 in Book 215 Page 199 of said registry.

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

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, other than the exceptions set forth herein.

Title to the Property is subject to the following exceptions: (i) the lien of real estate taxes, taxes imposed by special assessment and other public charges which are not yet due and payable, (ii) all applicable laws (including zoning, building ordinances and land use regulations), (iii) all easements, restrictions, covenants, agreements, conditions, or other matters of record, (iv) and any matters which would be revealed by an accurate survey.

[Signature page follows.]

IN WITNESS WHEREOF, Grantor has duly executed the foregoing as of the day and year first above written.

Larry E. Stinson  
Larry E. Stinson

By: Jamichael Danyelle Stinson  
Jamichael Danyelle Stinson, as Attorney-In-Fact

STATE OF NORTH CAROLINA

COUNTY OF Mecklenburg

I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Jamichael Danyelle Stinson, as Attorney-In-Fact for Larry E. Stinson, personally and voluntarily appeared before me this day and acknowledged that he executed the foregoing instrument in the capacity indicated.

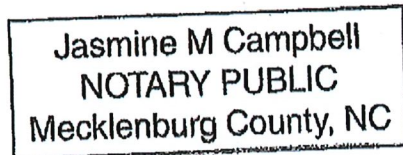
Witness my hand and official seal, this the 12 day of January 2022.

Jasmine Campbell  
Notary Public

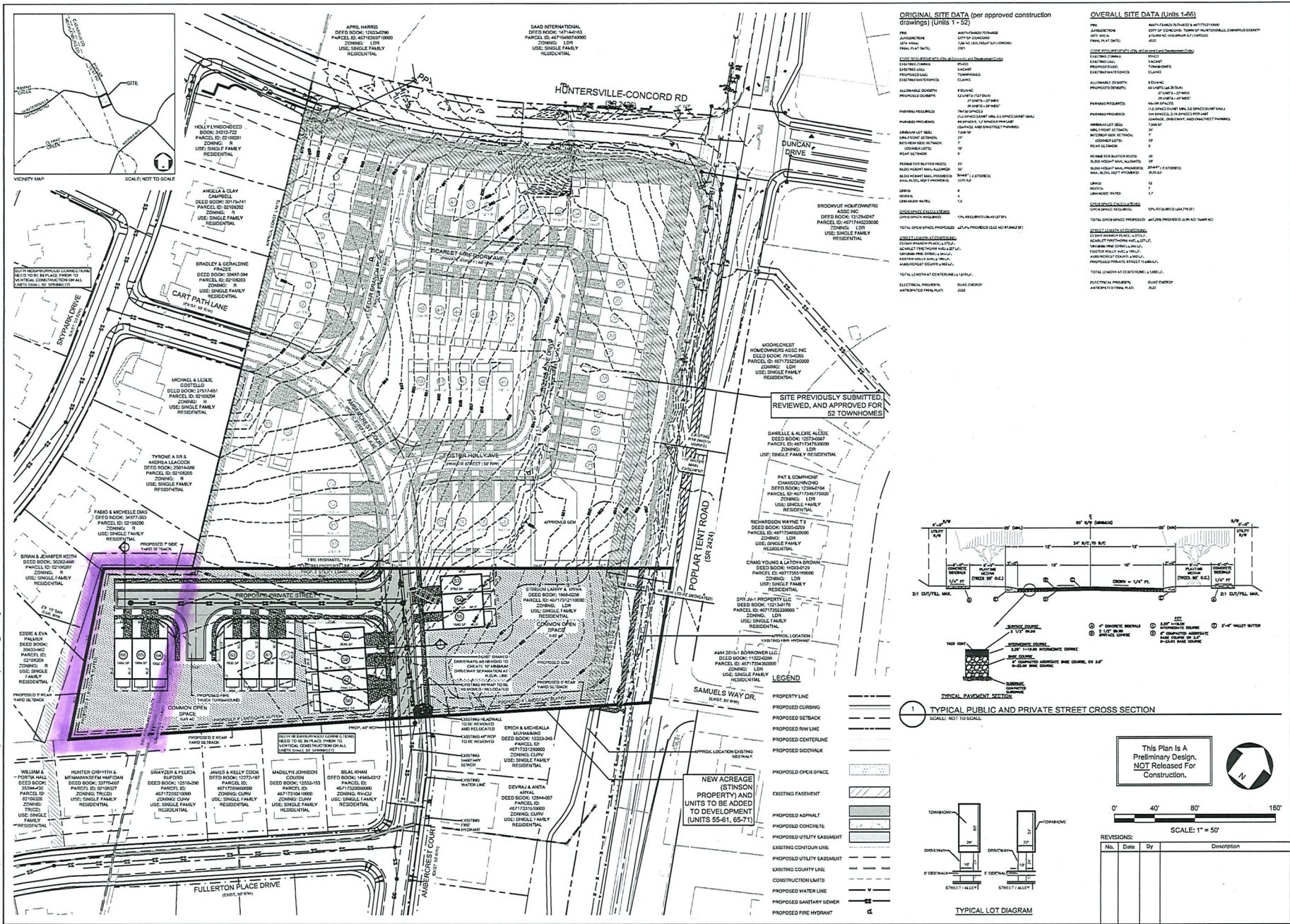
Name typed/printed: Jasmine Campbell

My Commission Expires: 4/9/2023

[INK SEAL]







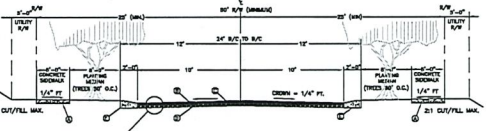
**ORIGINAL SITE DATA (per approved construction drawings) (Units 1-52)**

|                           |  |
|---------------------------|--|
| PRO JURISDICTION          | 48717250000                            |
| PROPOSED USE              | RESIDENTIAL                            |
| PROPOSED DENSITY          | 10 UNITS PER ACRE                      |
| PROPOSED SETBACKS         | FRONT: 10 FT, SIDE: 10 FT, REAR: 10 FT |
| PROPOSED DRIVEWAY         | 10 FT                                  |
| PROPOSED SIDEWALK         | 5 FT                                   |
| PROPOSED OPEN SPACE       | 10%                                    |
| PROPOSED ASPHALT          | 10%                                    |
| PROPOSED CONCRETE         | 10%                                    |
| PROPOSED UTILITY EASEMENT | 10 FT                                  |
| PROPOSED CONTIGUOUS LINE  | 10 FT                                  |
| PROPOSED UTILITY EASEMENT | 10 FT                                  |
| PROPOSED WATER LINE       | 10 FT                                  |
| PROPOSED SANITARY SEWER   | 10 FT                                  |
| PROPOSED FIRE HYDRANT     | 10 FT                                  |

**OVERALL SITE DATA (Units 1-66)**

|                           |  |
|---------------------------|--|
| PRO JURISDICTION          | 48717250000                            |
| PROPOSED USE              | RESIDENTIAL                            |
| PROPOSED DENSITY          | 10 UNITS PER ACRE                      |
| PROPOSED SETBACKS         | FRONT: 10 FT, SIDE: 10 FT, REAR: 10 FT |
| PROPOSED DRIVEWAY         | 10 FT                                  |
| PROPOSED SIDEWALK         | 5 FT                                   |
| PROPOSED OPEN SPACE       | 10%                                    |
| PROPOSED ASPHALT          | 10%                                    |
| PROPOSED CONCRETE         | 10%                                    |
| PROPOSED UTILITY EASEMENT | 10 FT                                  |
| PROPOSED CONTIGUOUS LINE  | 10 FT                                  |
| PROPOSED UTILITY EASEMENT | 10 FT                                  |
| PROPOSED WATER LINE       | 10 FT                                  |
| PROPOSED SANITARY SEWER   | 10 FT                                  |
| PROPOSED FIRE HYDRANT     | 10 FT                                  |

**SITE PREVIOUSLY SUBMITTED, REVIEWED, AND APPROVED FOR 52 TOWNHOMES**



**TYPICAL PUBLIC AND PRIVATE STREET CROSS SECTION**  
SCALE: NOT TO SCALE



**TYPICAL LOT DIAGRAM**  
SCALE: 1" = 50'

- LEGEND**
- PROPERTY LINE
  - PROPOSED CURBING
  - PROPOSED SETBACK
  - PROPOSED RW LINE
  - PROPOSED CENTERLINE
  - PROPOSED SIDEWALK
  - PROPOSED OPEN SPACE
  - EXISTING PAVEMENT
  - PROPOSED ASPHALT
  - PROPOSED CONCRETE
  - PROPOSED UTILITY EASEMENT
  - EXISTING CONTIGUOUS LINE
  - PROPOSED UTILITY EASEMENT
  - EXISTING COUNTY LINE
  - CONSTRUCTION LIMITS
  - PROPOSED WATER LINE
  - PROPOSED SANITARY SEWER
  - PROPOSED FIRE HYDRANT

This Plan is a Preliminary Design, NOT Released For Construction.



REVISIONS:

| No. | Date | By | Description |
|-----|------|----|-------------|
|     |      |    |             |

**Skybrook Corners Expansion**  
CITY OF CONCORD, CABARRUS COUNTY,  
NORTH CAROLINA  
PACE DEVELOPMENT GROUP  
CHARLOTTE, NC

**Landworks Design Group, PA**  
CREATING SPACES TO LIVE, WORK AND PLAY  
148704-841-604  
148704-841-604  
Charlotte, NC 28203

**SKETCH PLAN**

CORPORATE CERTIFICATIONS  
NCE 1-C-2006 NCE 1-C-2012  
EC 1-10-10-10000 06-14-10-211

Project Manager: SDW  
Drawn By: SDW  
Checked By: SSW  
Date: 01/05/2022  
Project Number: 18018.1  
Sheet Number:

**RZ-2**





**RESOLUTION OF THE TOWN OF HUNTERSVILLE  
WAIVING ITS RIGHTS TO ANNEXATION**

**WHEREAS**, the City of Concord, North Carolina, and the Town of Huntersville, North Carolina entered into an annexation agreement dated February 20, 2006 (the "Agreement"); and

**WHEREAS**, the Agreement allows each party to consider voluntary annexations within the other party's "area of consideration;" and

**WHEREAS**, Section 5(b) of the Agreement allows the governing board of either municipality to waive their right to annex property within their "area of consideration" after notice of annexation by the other party; and

**WHEREAS**, on January 26, 2022, the City of Concord provided notice to the Town of Huntersville of their intent to annex lands owned by Larry Stinson and Myra Stinson, and identified as a portion of 10435 Poplar Tent Road (the "Property"), as further described in the attached Exhibit A;


**WHEREAS**, the Town Board now wishes to waive their right to annex the Property, as provided in the Agreement.

**NOW THEREFORE, BE IT RESOLVED BY THE TOWN BOARD AS FOLLOWS:**

1. The Board hereby waives its right to annex the Property as described hereto in Exhibit A.
2. This Resolution shall be effective as of the date of its adoption.

Adopted this 21<sup>st</sup> day of February, 2022.

ATTEST:

  
Janet Pierson, Town Clerk



  
Melinda Bales, Mayor

APPROVED AS TO FORM:

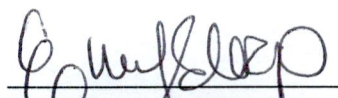
  
Emily Sloop, Town Attorney



EXHIBIT A

Property Description:

0.507 acres in Mecklenburg County

All that certain parcel of land, situated, lying and being in the Mecklenburg County, State of North Carolina, and more particularly described as follows:

Commencing at a found rebar, being further described as the South-Eastern corner of a tract of land owned Now or Formerly by Skybrook LLC, as recorded in Deed Book 7075, page 32 of the Cabarrus County Register of Deeds, also being located S55-58-03W 30.31' distant of the centerline of Poplar Tent Road (SR #2424), thence N55-58-03E 30.31' to a point at the centerline of Poplar Tent Road (SR #2424), thence with the centerline of Poplar Tent Road S24-44-33E 170.15' to a point, thence leaving the centerline of Poplar Tent Road S52-20-48W 274.60' (passing through a found angle iron at station 0+31.75) to a found rebar, the southeast corner of Ambercrest Court NW, the Larry E. Stinson and Myra A. Stinson property previously annexed into the City of Concord, Thence S52-20-48W 50.00' to a rebar found; Thence with the southern line of the the Larry E. Stinson and Myra A. Stinson property S52-20-48W 297.02' to a point on the Cabarrus County Mecklenburg County line, the POINT OF BEGINNING;

Thence, from the POINT OF BEGINNING, with the southern line of the Larry E. Stinson and Myra A. Stinson property S52-20-48W 101.69' to rebar found, the southwest corner of the Larry E. Stinson and Myra A. Stinson property; Thence with the western line of the Larry E. Stinson and Myra A. Stinson property N22-46-54W 217.78' to a bolt found, the northwestern corner of the Larry E. Stinson and Myra A. Stinson property; Thence with the northern line of the Larry E. Stinson and Myra A. Stinson property N55-58-03E 109.86' to a point on the Cabarrus County Mecklenburg County line; Thence with the Cabarrus County AND Mecklenburg County line S20-14-27E 213.32' to a point on the Cabarrus County Mecklenburg County on the southern line of the Larry E. Stinson and Myra A. Stinson property, to the Place and Point of Beginning.

Containing 0.507 acres in Mecklenburg County

January 26, 2022

Ms. Melinda Bales, Mayor  
Town of Huntersville  
101 Huntersville-Concord Rd  
Huntersville, NC 28078

Dear Mayor Bales,

The City of Concord is hereby providing notification that an annexation petition for property, described below and located within Huntersville's adopted area of annexation, has been submitted for Concord City Council consideration. In accordance with the annexation agreement between Concord and Huntersville, Sections 5-A and 5-E attached here in, the City of Concord is informing you of the submitted petition and requesting a response. Section 5-B provides that either jurisdiction, *"after notification from the other municipality as described in paragraph 5.a) above, may waive, in its sole and absolute discretion, its rights to annex said property. Such waiver must be made by the party's governing body."* Should Huntersville desire to waive the right to annex the subject property, section 5-D further explains that: *"Any waiver authorized by paragraph 5.b) above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver."*

In accordance with the adopted agreement, the annexation date may be set no less than 60 days from the date of this notice. Therefore, the City of Concord could consider the annexation petition, if Huntersville waives the right to annex, at their April 10<sup>th</sup> meeting. However, should Huntersville choose to waive the right to annex, it *"shall be effective on such date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Concord, whichever date is later."* After review and consideration of the request, Huntersville may submit a written response to: Mayor William C. Dusch, 35 Cabarrus Ave. W., Concord, NC 28025.

The City of Concord City Council at this time has not reviewed the proposed annexation request and therefore, has provided no indication as to whether they would support the petitioner's request for annexation. If a waiver is granted by Huntersville to permit annexation of the subject property into Concord, there is no guarantee that Concord City Council will approve the request.

The following is a detailed description of the overall request:

**CaseANX-14-21 (A)**

**John Coley** has submitted an Annexation Petition for +/- 0.507 acres of property addressed as a portion of 10435 Poplar Tent Rd (p/o PIN 4671-73-1211). The subject property is in addition to a larger annexation request for +/- 2.387 acres located within Cabarrus County and addressed as 10515 and 10435 Poplar Tent Rd. The petitioner's purpose for requesting annexation is to allow for the expansion of Skybrook Corner's townhome development to the north. The proposal would allow for a maximum of 14 new townhomes units on the property totaling 2.894 acres.

A map and survey of the subject property have been included with this letter in order to delineate the site under consideration. Additionally, a draft site plan is attached to illustrate the overall proposal for both the Mecklenburg and Cabarrus County property.

Should you have any further questions, please do not hesitate to contact me. We look forward to your response either waiving the right to annex or declining to waive the right to annex.

Sincerely,



Starla Rogers  
Planning & Development Manger  
[rogerss@concordnc.gov](mailto:rogerss@concordnc.gov)  
704.920.5146.

Attachments: Exhibit A (GIS Map), Exhibit B (GIS Aerial Map), Exhibit C (Property Survey), Exhibit D (Huntersville-Concord Annexation Agreement).

ANX-14-21

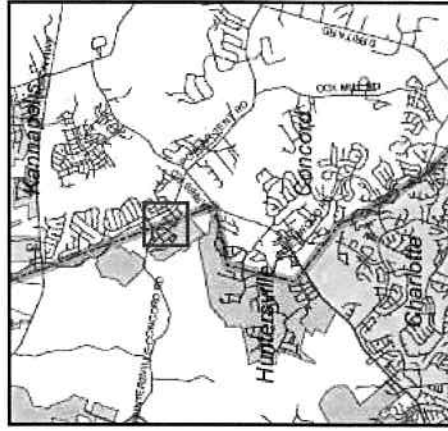
Annexation Application

Stinson Property

Skybrook Corners  
Expansion

10515 & 10435 Poplar Tent Rd

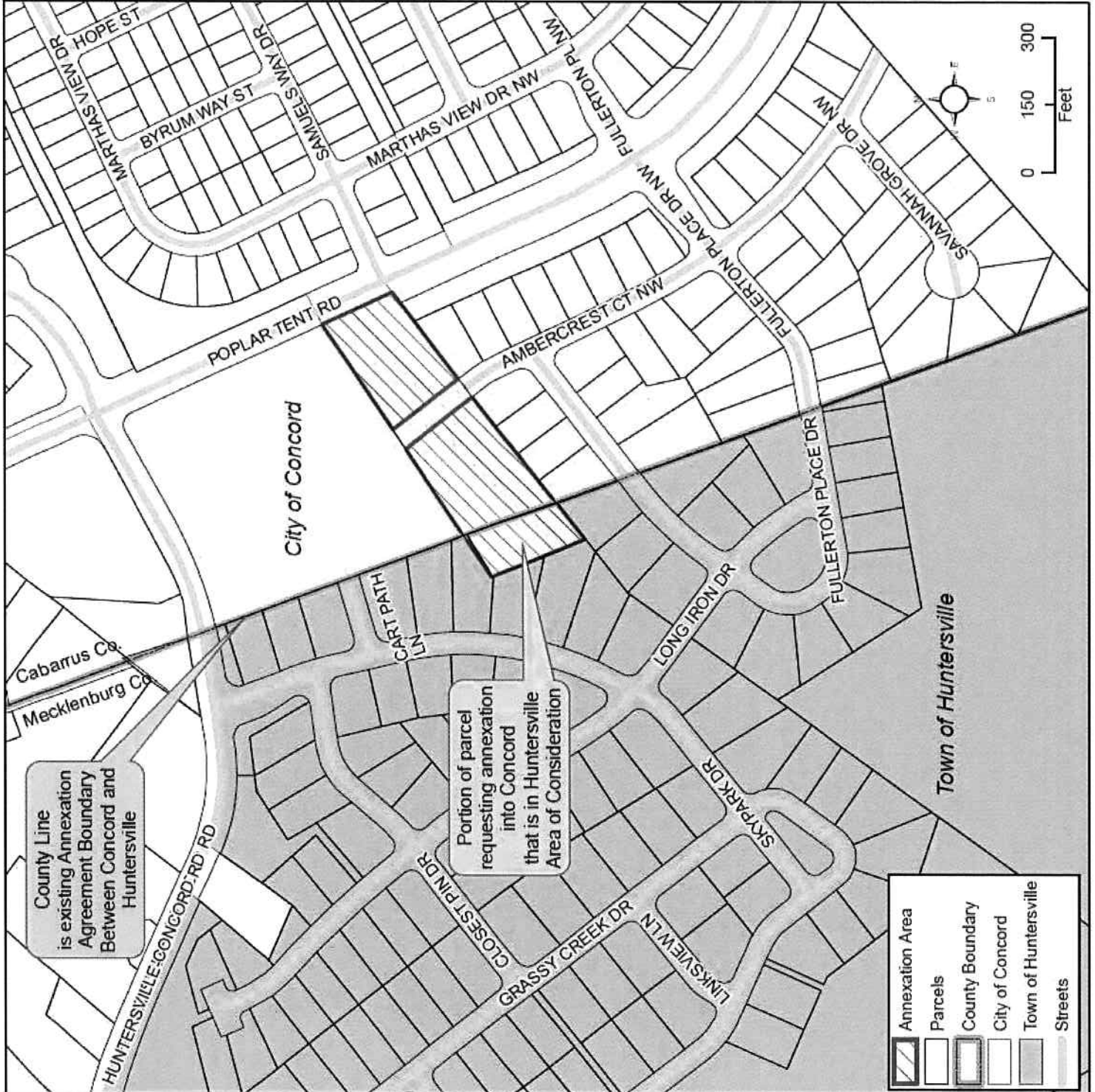
PIN: 4671-73-1211 p/o



Source: City of Concord  
Planning Department

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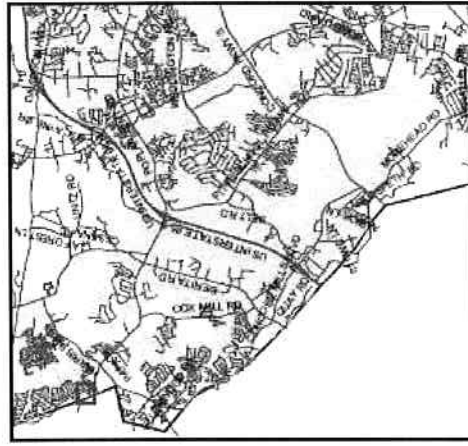
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WHEREAS, the City of Concord, (hereinafter "Concord") and the Town of Huntersville (hereinafter "Huntersville"), being duly incorporated municipalities under the laws of the State of North Carolina, desire to eliminate uncertainty among residents and property owners in unincorporated areas adjacent to Concord and Huntersville and also to improve planning by public and private interests in such areas; and

WHEREAS, Part 6, Article 4A, Chapter 160A of the North Carolina General Statutes (hereinafter "Act") authorizes municipalities to enter into agreements designating areas which are not subject to annexation by the participating municipalities;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. This Agreement is executed pursuant to the authority of the Act.
2. This Agreement shall remain in effect for twenty (20) years after its effective date.
3.
  - a) No portion of Concord's "Area of Consideration" as adopted is subject to annexation by Huntersville, except as described below.
  - b) No portion of Huntersville's "Area of Consideration" as adopted is subject to annexation by Concord, except as described below.
4. The effective date of this Agreement is February 20, 2006.
5.
  - a) At least sixty (60) days before the adoption of any annexation ordinance by a party wherein the affected property lies within the area of consideration of the other party, the party which is considering annexation shall give written notice to the other affected party of the proposed annexation. Such notice shall describe the area to be annexed by a legible map, clearly and accurately showing the boundaries of the area to be annexed in relation to the boundaries of the area that the annexing party has agreed not to annex pursuant to this Agreement, roads, streams, and any other prominent geographical features. Such notice shall not be effective for more than one hundred eighty (180) days.
  - b) Either municipality which has property within their area of consideration which is proposed for annexation by the other municipality, after notification from the other municipality as described in paragraph 5.a) above, may waive, in its sole and absolute discretion, its rights to annex said property. Such waiver must be made by the party's governing body.

c) If either municipality does not waive its right to annex property within its Area of Consideration, the other municipality shall not annex such property.

d) Any waiver authorized by paragraph 5.b) above must be in writing and bear the signature of the waiving party's Mayor or the official or employee of the waiving party authorized to execute the waiver. If signed by an official or employee designated by a resolution of the party's governing body, the waiver shall be effective without further approval of such party's governing body. Any waiver shall only apply to the annexation described in said waiver. All notices or waivers required by the terms of this Agreement shall be sufficient if directed to and received by the Mayor of the party to whom such notice or waiver is directed.

e) So long as Concord does not take any action by ordinance or resolution to annex any property within Huntersville's Area of Consideration, Huntersville waives the notice requirements of paragraph 5.a). Under no circumstances may this paragraph be construed to relieve Concord of the obligation to give notice of any proposed annexation of any portion of Mecklenburg County within Huntersville's Area of Consideration. Huntersville may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Concord, whichever date is later.

f) So long as Huntersville does not take any action by ordinance or resolution to annex any property within Concord's Area of Consideration, Concord waives the notice requirements of paragraph 5.a). Under no circumstances may this paragraph be construed to relieve Huntersville of the obligation to give notice of any proposed annexation of any portion of Cabarrus County within Concord's Area of Consideration. Concord may revoke the waiver described above by resolution of its governing body. Such waiver shall be effective on the date set forth in such resolution or ninety (90) days after a copy of such resolution is received by the Mayor of Huntersville, whichever date is later.

6. The common dividing line ("Dividing Line") between Concord's Area of Consideration and Huntersville's Area of Consideration shall be more particularly described as follows:

BEGINNING at a point marking the intersection of the common Cabarrus County and Mecklenburg County line at its point of intersection with Eastfield Road (now or formerly referred to in Cabarrus County as Allen Harris Road), and from said beginning point running in a generally northerly direction with the said common Cabarrus-Mecklenburg County line, intersecting with and crossing Huntersville-Concord Road, Poplar Tent Church Road, Davidson-Concord Road (Highway 73) and Stanley McElrath Road to the point of intersection with the City Limits Line of the Town of Davidson.



7. For purposes of this Agreement (and without regard to other annexation agreements either party may have with other municipalities), the Concord Area of Consideration shall be that area lying generally east and south of the Dividing Line, and Huntersville's Area of Consideration shall be that area lying generally west and north of the Dividing Line.

8. From and after the effective date of this Agreement, no party may consider in any manner the annexation of any area in violation of the Act or this Agreement. From and after the effective date of this Agreement, no party may annex all or any portion of any area in violation of the Act or this Agreement.

9. This Agreement shall not take effect until and unless it is duly approved and executed by all parties.

10. Nothing in the Act nor this Agreement shall be construed to authorize the annexation of any area which is not otherwise subject to annexation under applicable law.

11. Any party which shall believe that a violation of the Act or this Agreement has occurred shall have available to it all remedies and relief as authorized by the Act in addition to such remedies or relief as are authorized by other applicable law.

12. If Concord or Huntersville lawfully extend water or sewer facilities into the other party's Area of Consideration within the right-of-way of any public street which subsequently is annexed by and becomes a public street of that other party, the party that extended the utility will be permitted to maintain and extend water and sewer facilities subject to reasonable terms and conditions. This Agreement may not be construed to authorize the extension of water or sewer facilities within any portion of Concord or Huntersville's Area of Consideration by the other party.

13. The provisions of this Agreement applicable to Concord and Huntersville may only be amended or terminated upon the written agreement of Concord and Huntersville, approved by the ordinance of their governing boards and executed by the Mayors of Concord and Huntersville and spread upon their respective minutes. Except that either municipality may unilaterally terminate this Agreement by repealing the ordinance approving this Agreement and giving the other municipality five (5) years notice of such repeal to the other, and at the end of such five (5) years this Agreement shall terminate.



CITY OF CONCORD, a North Carolina  
Municipal Corporation

By: *J. Scott Padgett*  
J. Scott Padgett, Mayor

(Corporate Seal)

ATTEST:

*Jill B. Chunn*  
Jill B. Chunn, Interim City Clerk

APPROVED AS TO FORM:

*Albert M. Benshoff*  
Albert M. Benshoff, City Attorney

CITY OF HUNTERSVILLE, a North Carolina  
Municipal Corporation

By: *Kim Phillips*  
Kim Phillips, Mayor

(Corporate Seal)

ATTEST:

*Janet Pierson*  
Janet Pierson, Town Clerk

APPROVED AS TO FORM:

*Robert B. Blythe*  
Robert B. Blythe, Town Attorney



**ANX-14-21  
PHASE II - B**

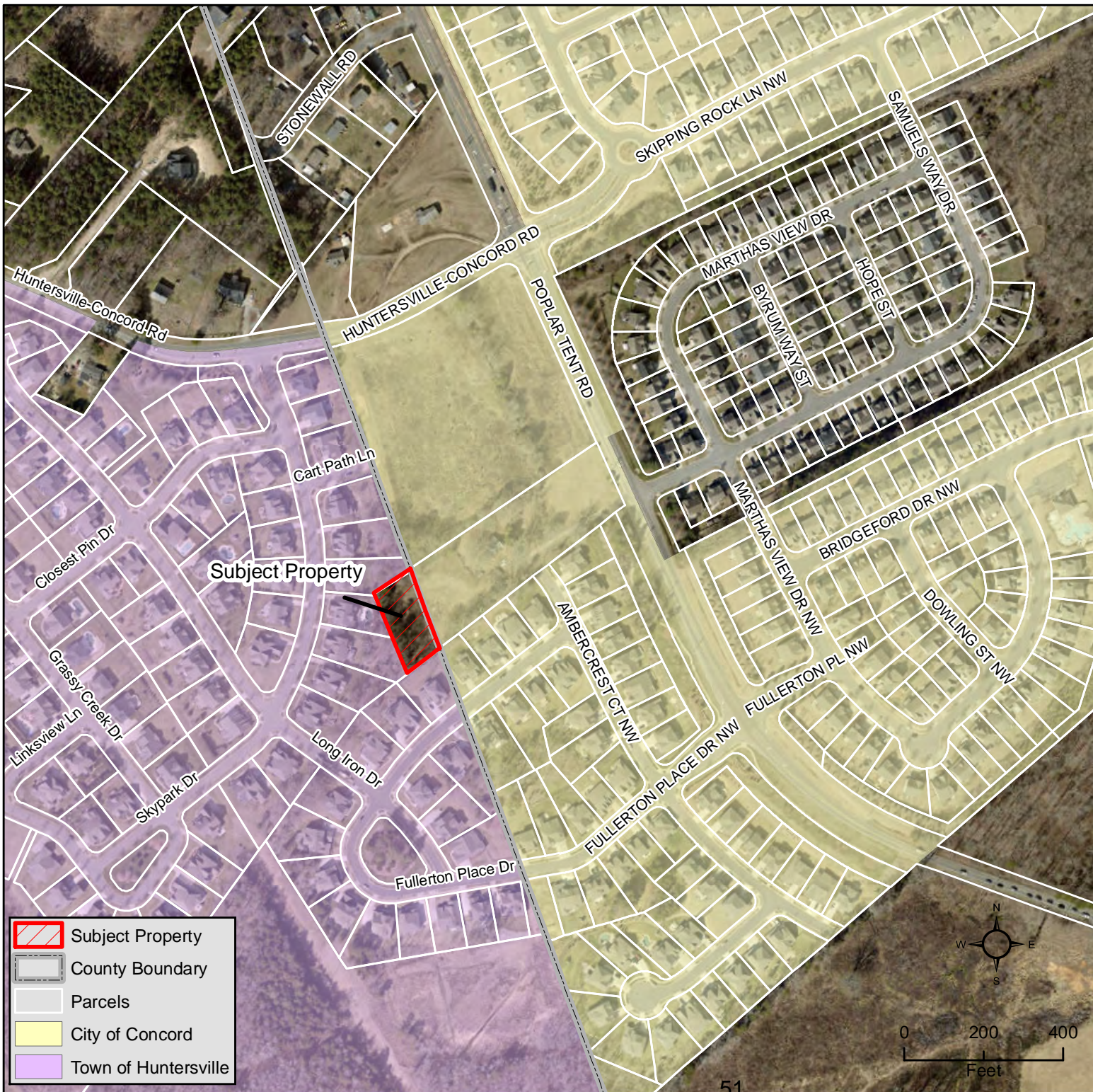
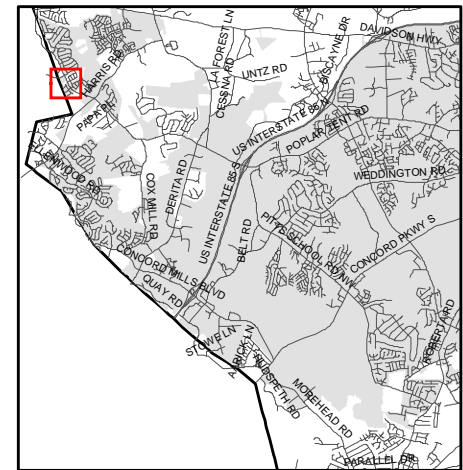
**Annexation Application**

**Stinson Property**

**Skybrook Corners  
Expansion**

West of Poplar Tent Rd

PIN: 4671-73-1211 p/o



Source: City of Concord  
Planning Department

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AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF  
CONCORD, NORTH CAROLINA TO INCLUDE +/- 0.507 ACRES OF  
PROPERTY LOCATED AT P/O 10435 POPLAR TENT RD, HUNTERSVILLE, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by Brian Pace, Pace Development, on June 9<sup>th</sup>, 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 June 9, 2022 after due notice by The Independent Tribune on May 29<sup>th</sup>, 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 9<sup>th</sup> day of June 2022:

*Tract 3- 0.507 acres in Mecklenburg County*

*All that certain parcel of land, situated, lying and being in the Mecklenburg County, State of North Carolina, and more particularly described as follows:*

*Commencing at (POINT OF BEGINNING) a found rebar, being further described as the South-Eastern corner of a tract of land owned Now or Formerly by Skybrook LLC, as recorded in Deed Book 7075, page 32 of the Cabarrus County Register of Deeds, also being located S55-58-03W 30.31' distant of the centerline of Poplar Tent Road (SR #2424), thence from the Point of Beginning N55-58-03E 30.31' to a point at the centerline of Poplar Tent Road (SR #2424), thence with the centerline of Poplar Tent Road S24-44-33E 170.15' to a point, thence leaving the centerline of Poplar Tent Road S52-20-48W 274.60'*

*(passing through a found angle iron at station 0+31.75) to a found rebar, the southeast corner of Ambercrest Court NW, the Larry E. Stinson and Myra A. Stinson property previously annexed into the City of Concord , Thence S52-20-48W 50.00' to a re bar found; Thence with the southern line of the the Larry E. Stinson and Myra A. Stinson property S52-20-48W 297.02' to a point on the Cabarrus County Mecklenburg County line, the POINT OF BEGINNING;*

*Thence with the southern line of the Larry E. Stinson and Myra A. Stinson property S52-20-48W 101.69' to rebar found, the southwest corner of the Larry E. Stinson and Myra A. Stinson property ; Thence with the western line of the Larry E. Stinson and Myra A. Stinson property N22-46-54W 217.78' to a bolt found, the northwestern corner of the Larry E. Stinson and Myra A. Stinson property;*

*Thence with the northern line of the Larry E. Stinson and Myra A. Stinson property N55-58-03E 109.86' to a point on the Cabarrus County Mecklenburg County line; Thence with the Cabarrus County AND Mecklenburg County line S20-14-27E 213.32' to a point on the Cabarrus County Mecklenburg County on the southern line of the Larry E. Stinson and Myra A. Stinson property, the Point of Beginning.*

*Being Tract 3 and containing 0.507 acres in Mecklenburg County*

SECTION 2. Upon and after the 9<sup>th</sup> day of June, 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 9<sup>th</sup> day of June 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

**MEETING DATE:**

June 9, 2022

**Note:** The subject parcels were approved as part of a conditional district rezoning (MX-CC2) in 2007 for a mixed-use development with a master site plan and development standards. The 2007 approval documents have been included for reference. The entire site must be rezoned so that there is no conflict between the approved master plan and a new plan for a portion of the parcel. For this reason, the applicant has requested two (2) zoning districts. Initially the I-1-CD zoning classification was requested, which left a small portion as MX-CC2. Staff advised the applicant that the entire area zoned under the master plan must be rezoned. In order to design their site as planned and accommodate the requirement, the area not within the planned boundaries of the industrial site is proposed to be zoned C-2 (General Commercial).

The Planning and Zoning Commission heard rezoning case Z(CD)-07-21 at their April 19th, 2022 public hearing and acted to deny the request. In accordance with Concord Development Ordinance section 3.2.4-B “The Commission may grant final approval of a zoning map amendment by a vote of at least three-fourths (3/4) of the members of the Commission present and not excused from voting. If the approval is by a vote of less than three-fourths, or if the Commission renders a recommendation of denial, the request shall be forwarded to the City Council for hearing at their next available meeting and the City Council shall have the authority to make a final decision on the zoning map amendment.”

According to the application, an office, warehouse, distribution and light industrial business park are the possible uses for the I-1-CD (Light Industrial Conditional District) portion of the development. The site plan depicts two industrial structures (+/- 240,500sf and 178,500sf). One building (Building A) fronts on Hwy 73 and the second structure (Building B) abuts I-85. Building “B” has primary access on Hwy 73 and Building “A” provides access to Hwy 73 via a private drive which connects to Rhylna PL. NW. Internal connectivity is provided but it is by means of emergency fire access only. A majority of the eastern property line provides a 50ft wide Type D buffer as well as a commitment to preserving trees larger than 8in in caliper, if possible.

No plans have been provided for the area proposed for C-2 (General Commercial). This would be a straight rezoning and all uses permitted in the C-2 (General Commercial) zoning district would be permitted. This property is directly adjacent to other parcels that are zoned C-2 (General Commercial).

The full staff report packet provided to the Planning & Zoning Commission has been provided herein.

**Planning and Zoning Commission Items of Concern**

- Traffic impact on Hwy 73
- Internal street network connectivity
- Buffering between the area proposed for industrial zoning and the adjacent residential
- Development related truck access/flow relative to the northwestern entrance

**Statement of Consistency Approved by Planning and Zoning:**

- The subject property is located on the north side of Davidson Highway (also referred to as Highway 73), just east of the I-85 interchange, is +/- 54.8519 acres, and is currently vacant.
- The subject property was voluntarily annexed on December 31, 1995 and on April 17, 2007 the property was rezoned to MX-CC2. The rezoning included a site plan, technical standards, and architectural renderings/illustrations for the proposed development.
- The proposed I-1-CD (Light Industrial Conditional District) and C-2 (General Commercial) zoning classifications are considered corresponding to the 2030 Land Use Plan's Industrial/Employment land use category. The proposal meets the intent of the Industrial/Employment (IE) Future Land Use category by developing an industrial use suited for additional industrial development due to the presence of infrastructure and access to transportation routes, such as major highways and railroads. Furthermore, Industrial Uses such as the International Business Park and other industrial uses have already developed in close proximity.
- The zoning amendment is reasonable and in the public interest as the petition proposes an Industrial Use in close proximity to I-85 where most tractor trailer traffic will be routed to and from, minimizing the impact on traffic along Highway 73, and allows the property to develop as an Industrial Use which is consistent with the area.

**Conditions Provided by the Applicant (I-1-CD Property Only):** Substantial compliance with the "Hwy 73 Industrial" Rezoning Plans, sheets RZ-1 and RZ- 2 revised 04/13/22, "North Elevation – Building A, and South Elevation Building A and East & West Elevation, Building A" dated March 21, 2022, also "South Elevation Building B, North Elevation Building B, and East & West Elevation Building B", dated March 11, 2022.

1. All uses permitted in the I-1 Zoning District as outlined in the City of Concord CDO shall be permitted excluding those listed below:
  - a. Agricultural Uses
  - b. Resource Extraction Uses
  - c. Educational Uses
  - d. Government Facilities
  - e. Passenger Terminals
  - f. Indoor Recreation Uses
  - g. Outdoor Recreation Uses
  - h. Retail Sales and Services
  - i. Vehicle Sales and Service
  - j. Commercial Parking as a Principle Use
  - k. Heavy Industrial Uses
  - l. Self-Service Storage

2. A 50' buffer will be placed along the east property boundary, which adjoins the Cambridge Commons neighborhood, with any existing vegetation 8 inches in diameter or greater shall be preserved to the greatest extent possible. Prior to any land disturbing activities on the site, the developer will meet with the City Arborist or authorized designee to tag all trees 8" or greater and to establish limits of disturbance along the eastern property line.
3. A maximum of two principle buildings may be developed on the site, with a maximum Gross Floor Area of 419,000 square feet.
4. The maximum height of any building constructed on the site shall be 50 feet as measured under the Concord Development Ordinance (C.D.O.). For each foot of height over 35 feet, two (2) additional feet of setback shall be provided when abutting residentially zoned property in accordance with Article 7.11.9.I of the C.D.O.
5. All rooftop and above-ground mechanicals shall be screened from view to the greatest extent possible, considering the existing grade relative to the existing grades surrounding the property. This may be achieved through parapets on buildings, other structural screening, and/or landscaping.
6. A 4' tall black powder-coated aluminum decorative fence with evergreen shrubs planted 5' O.C. on the street-side of the fence will be installed between the street yard and parking lot yard.
7. Compliance with all minimum requirements relative to landscaping, stormwater, transportation, and Fire protection; and
8. Technical site review and approval plan shall be required.
9. The subject plan is not designed to preliminary plat or technical site plan standards and therefore, any intended or perceived deviation from technical standards resulting from the somewhat conceptual nature of the plan shall not constitute approval to deviate from, or negate, technical standards within the Concord Development Ordinance, Technical Standards Manual, or any other regulatory document.





**DATE:** April 19<sup>th</sup>, 2022

**DESCRIPTION:** Zoning Map Amendment from City of Concord MX-CC2 (Mixed Use - Commercial Center Large District) to C-2 and I-1-CD (General Commercial and Light Industrial Conditional District)

**CASE NUMBER:** Z (CD)-07-21

**APPLICANTS** Tyler Jones, Robinson Weeks Partners

**LOCATION:** 4208 and 4515 Davidson Hwy

**PARCEL PIN:** PINs 5601-77-8447, 5601-88-8181, 5601-87-9077 and 5601-87-7425

**AREA:** +/-54.8519 Acres

**ZONING:** MX-CC2 (Mixed Use-Commercial Center Large)

**REPORT PREPARED BY:** Kristen Boyd-Sullivan, Senior Planner

**BACKGROUND**

The subject property is located on the north side of Davidson Highway (also referred to as Highway 73), just east of the I-85 interchange, and is +/- 54.8519 acres. It lies along the Highway 73 Corridor, at the northeast corner of International Drive and Highway 73. The International Business Park is located in close proximity to the southwest, as well as I-85, which also borders the projects' northern boundary. The property is currently vacant.

**HISTORY**

The subject property was annexed into the City on June 30, 1992 as part of a City initiated annexation. After annexation, the property was administratively zoned a combination of Residential Medium and High Density (R-3 and R-4). After the adoption of the Concord Development Ordinance in 2000, the R-3 and R-4 zonings became RC and RV zoning, which is their functional equivalent. A portion of the property was rezoned to Conditional Use Light Industrial (CUI-1) at some point after 1995, however the staff could not locate background information on that zoning case.

On August 21, 2007, a rezoning request from CUI-1 (Light Industrial Conditional Use), RV (Residential Village) and RC (Residential Compact) to Mixed Use – Commercial Center Large (MX-CC2) was approved by the Planning and Zoning Commission (Case Z(CD)-33-07). The approved plan proposed a mixed-use development comprised of approximately 250,000 square feet

of office and 250,000 square feet of commercial uses. Due to the economic climate following the approval of the 2007 rezoning to MX-CC2, the proposed development was never constructed.

The previously approved site plan, conditions and design standards are included with this staff report.

#### **SUMMARY OF REQUEST**

The applicant is requesting a rezoning of the subject property from Mixed-Use Commercial Center Large (MX-CC2) to Light Industrial Conditional District (I-1-CD) and General Commercial (C-2) for a proposed Industrial Development (on 49.8510 Acres), and 5.0009 acres designated for a General Commercial (C-2) parcel. There are no proposed plans for the proposed C-2 parcel at this time, and since the C-2 parcel is not a conditional district, any uses allowed in the C-2 zoning district would be permitted if the rezoning is approved. Any development of the site would be required to meet all applicable standards of the CDO as well as the Technical Standards Manual.

As part of the conditional district rezoning, a detailed site plan, elevations, list of prohibited uses as well as development conditions have been provided for the I-1-CD portion. According to the applicant, an office, warehouse, distribution and light industrial business park are the possible uses for the development. These uses are all permissible within the I-1 zoning district. However, if the applicant does decide to move forward with warehousing and distribution as previously indicated, a Special Use Permit would be required. Warehouse and distribution facilities are only permitted within I-1 zoning classifications with the issuance of a Special Use Permit from the Planning and Zoning Commission. It should be noted that the City has received an application for a Special Use Permit for the portion of the subject site requested for I1-CD zoning, including a site plan and elevations that adhere to the current zoning petition. The Special Use Permit public hearing cannot be heard until after a rezoning to I-1 becomes effective. It is possible that a Special Use Permit could be heard, if the rezoning is approved and becomes effective by then next Planning and Zoning Commission meeting in May. However, the applicant has not officially indicated whether they intend to move forward with the Special Use Permit request, delay it, or withdraw the petition.

#### **SITE DETAILS**

As depicted on the submitted site plan, two (2) Industrial Buildings, Building A (+/- 178,500 sq. ft.) and Building B (+/- 240,500 sq. ft.), associated parking, loading areas, two (2) amenity areas, and landscape buffers are proposed for the I-1-CD portion of the project. The site has quite a bit of topography which will result in the front building (Building “B”) sitting approximately 15-20’ below the elevation of Hwy 73, as well as the single-family neighborhood to the east (Cambridge Commons). Therefore, parking areas and internal roads will be less visible, and noise as well as ambient light may be lessened by the lower elevation. The second building at the back of the site (Building “A”), will sit at a higher elevation, with more visibility from I-85 than Hwy 73. The building is oriented toward the northwest portion of the site, further from the adjacent residential uses. A stream with undisturbed buffers provides additional buffering and separation from the front of the site along Hwy 73.

As this is a conditional rezoning request, the applicant is proposing additional enhancements for the project. The previous approval included a condition to provide a 50’ Class “D” buffer along the property boundary shared with Cambridge Commons. This condition has been modified to include all vegetation 8” in caliper or greater within the 50’ buffer to be preserved where indicated on the plan. The condition further states that the developer will meet with the City Arborist (or

authorized designee) to tag all trees 8” in caliper or greater in these buffer areas and to establish limits of disturbance for the east perimeter. There are two (2) areas within the 50’ Type D buffer where grading may interfere with this condition, and these two areas are depicted on the accompanied site plan. As requested by staff, a section drawing illustrating the proposed Type D buffer between the proposed development and the Cambridge Commons Subdivision is provided on the site plan. Existing vegetation that does not meet the requirements for a Type D buffer will be supplemented with evergreen trees and shrubs.

In addition to the standard parking lot and street yard requirements along Hwy 73, a 4’ tall black powder-coated aluminum decorative fence with evergreen shrubs planted 5’ O.C. on the street-side of the fence will be installed between the street yard and parking lot yard. Two (2) employee amenity areas are depicted on the plans, which include, at a minimum, benches and picnic tables. The development also preserves a good amount of open space, although not required for Industrial Zoning. Maximum impervious area for I-1 zoning is 80%, while the proposed impervious area for this development is shown as 42.8%, almost half of what is allowable.

### **ELEVATIONS**

The submitted elevations which accompany this staff report specify primarily tilt-up scored concrete in contrasting vertical pattern along the front facades, metal panel accents, metal awnings, glass windows and doors at the main entrances of the two buildings. All elevations meet the C.D.O. standards as required in Article 7.11. The proposed buildings are proposed to be a maximum of 50’ in height, while the maximum building height in I-1 allows up to 72 feet.

### **TRAFFIC MITIGATION**

Traffic continues to be a concern with residents and commuters who travel Highway 73, and was also brought up at the neighborhood meeting. The TIA has been approved by Transportation for the Industrial portion only. According to the “Transportation Mitigation Agreement” as part of the Traffic Impact Analysis, improvements include:

- Construct a southbound right-turn lane with 150 of storage on Rhylna Place/International Drive.
- Construct/stripe the southbound approach of Westgate Circle to contain a single ingress lane, a single egress lane, stop control and a 100-internally protected stem. Construct a westbound right-turn lane with 100 feet of storage.

Phase II, which includes the development of the C-2 parcel, will require a separate approval at the time of development, and will require the Phase II mitigation requirements to be completed at that time. It is not clear if Hwy 73 will be widened in these areas to accommodate the any turn lanes, however, any improvements are required to meet all NCDOT and City technical requirements. Westgate Circle will be a full movement intersection with a stop sign, not a traffic signal. As discussed with previous rezoning proposals off of Highway 73, the NCDOT widening project schedule appears to be quite fluid, and there does not appear to be a definite start date for any future widening, so it is imperative that this project does not impede traffic any further.

### **NEIGHBORHOOD MEETING**

As required per the C.D.O., the applicant chose to hold a neighborhood meeting via ZOOM on Tuesday, November 30, 2021 at 6:30 p.m. According to the applicant, five (5) representatives from the developer were in attendance, with seven (7) attendees not associated with the development team. Two (2) of the attendees posed questions/concerns regarding the landscape buffer (or lack thereof) between the proposed development and the Cambridge Commons Subdivision, as well as traffic concerns. The primary concern of one of the attendees was the potential for noise from

tractor trailers, and lights, and general overall buffering between this proposed use and the residential homes to the east. Concerns around traffic included the question about an additional traffic signal for the second (easterly) entrance.

| Existing Zoning and Land Uses  |                        |  |                                  |                           |  |
|--|------------------------|--|----------------------------------|---------------------------|--|
| Zoning of Subject Property   | Zoning Within 500 Feet |  | Land Uses(s) of Subject Property | Land Uses Within 500 Feet |  |
| Residential Village (RV), Residential Compact (RC), Conditional Use Light Industrial (CU-I1) | North                  | General Commercial (C-2)   | Vacant                           | North                     | Interstate Highway 85  |
|  | East                   | Residential Compact (RC), Residential Village (RV)   |                                  | East                      | Single Family Detached Residential   |
|  | South                  | General Commercial (C-2), General Commercial Conditional District (C-2-CD) Residential Village (RV), Planned Unit Development (PUD), Conditional Use Residential Compact (CU-RC) |                                  | South                     | Multi-family, Townhomes, Mobile Homes, Large Lot Single Family Residential |
|  | West                   | General Commercial (C-2)   |                                  | West                      | Commercial   |

**COMPLIANCE WITH 2030 LAND USE PLAN**

The 2030 Land Use Plan (LUP) designates the subject property as a “Industrial Employment” for which the I-1 (Light Industrial) and C-2 (General Commercial) are listed as corresponding zoning districts to the Land Use Category.

**Industrial/Employment Land Use Category Details:**

*The intent of the Industrial/Employment (IE) Future Land Use category is to identify those areas that have either already developed as industrial or are suited for additional industrial development due to the presence of infrastructure and access to transportation routes, such as major highways and railroads. These industrial areas should be preserved for employment uses to generate jobs for the community.*

*Industrial uses have already developed in several areas throughout the community, most of which are light industrial in function and impact. The 2030 Plan identifies the need to protect industrial lands, and to encourage additional growth in industrial/employment uses in designated areas,*



particularly around Concord Regional Airport, and along I-85 between Pitts School Road and Rocky River. Additionally, some light industrial/employment uses are encouraged to locate in Mixed-Use Districts, depending upon their intensity, as identified earlier in this section.

**Industrial/Employment Land Use Plan detail and guidance includes:**

**5.2 (General Guidance)**

*Providing adequate infrastructure and services for residents and businesses, both now and in the future. In addition to adequate transportation infrastructure, development requires utilities, stormwater facilities and a variety of services to function properly. As the City grows, it must coordinate the expansion of its infrastructure and services with growth in ways that maintain adequate levels of service for existing and new development in a fiscally sustainable manner.*

**Policy Guidance for Objective 1.2:**

- **Future Land Use Map Amendments:** Prior to amending the Future Land Use Map, make findings that the proposed amendment will:
  - Be consistent with the Plan goals and objectives;
  - Be compatible with future land uses for surrounding areas;
  - Not create a shortage of any category of residential or non-residential land; and
  - Enhance the overall quality of life in the community.

**Objective 1.3:** *Ensure that the Future Land Use Map allows sufficient development opportunities to meet existing and projected needs for residential, commercial, industrial and other land uses.*

**Objective 1.4:** *Protect existing and future industrial sites from encroachment of development that would limit their intended uses.*

**Policy Guidance for Objective 1.4:**

- **Adjacent Development:** *Ensure that adjacent development and street networks are designed to safely and compatibly accommodate planned industrial uses and resulting traffic.*
- **Site Development:** *Limit non-industrial uses to those that are accessory to existing uses or uses to be developed concurrently with the accessory uses.*

**Goal 4:** *Ensure compatibility between neighboring land uses.*

**Objective 4.1:** *Use a combination of land use transitions, intensity gradients, buffering and design to ensure that land use transitions are compatible.*

**Objective 4.2:** *Ensure that industrial and commercial developments are designed to limit encroachment of incompatible traffic, noise, odors and lighting into nearby residential areas.*

## SUGGESTED STATEMENT OF CONSISTENCY

- The subject property is located on the north side of Davidson Highway (also referred to as Highway 73), just east of the I-85 interchange, is +/- 54.8519 acres, and is currently vacant.
- The subject property was voluntarily annexed on December 31, 1995 and on April 17, 2007 the property was rezoned to MX-CC2. The rezoning included a site plan, technical standards, and architectural renderings/illustrations for the proposed development.
- The proposed I-1-CD (Light Industrial Conditional District) and C-2 (General Commercial) zoning classifications are considered corresponding to the 2030 Land Use Plan's Industrial/Employment land use category. The proposal meets the intent of the Industrial/Employment (IE) Future Land Use category by developing an industrial use suited for additional industrial development due to the presence of infrastructure and access to transportation routes, such as major highways and railroads. Furthermore, Industrial Uses such as the International Business Park and other industrial uses have already developed in close proximity.
- The zoning amendment is reasonable and in the public interest as the petition proposes an Industrial Use in close proximity to I-85 where most tractor trailer traffic will be routed to and from, minimizing the impact on traffic along Highway 73, and allows the property to develop as an Industrial Use which is consistent with the area.

## SUGGESTED RECOMMENDATION AND CONDITIONS

The Planning Staff finds the request consistent with the 2030 Land Use Plan. The plan also meets/exceeds the requirements of the Concord Development Ordinance. As this petition is a conditional district request, the Commission, should they decide to approve the request, may, according to Section 3.2.8.E of the CDO, suggest **“reasonable additional conditions or augment those already provided with the petition, but only those conditions mutually agreed upon by the petitioner and the Commission or Council may be incorporated into the approval. Any such condition should relate to the relationship of the proposed use to surrounding property, proposed support facilities such as parking areas and driveways, pedestrian and vehicular circulation systems, screening and buffer areas, the timing of development, street and right-of-way improvements, water and sewer improvements, storm water drainage, the provision of open space and other matters that the Commission or Council may find appropriate.”**

The petitioner has consented to the following conditions (which apply only to the I-1-CD Parcel and not the C-2 Parcel):

1. Substantial compliance with the “Hwy 73 Industrial” Rezoning Plans, sheets RZ-1 and RZ-2 revised 04/13/22, “North Elevation – Building A, and South Elevation Building A and East & West Elevation, Building A” dated March 21, 2022, also “South Elevation Building B, North Elevation Building B, and East & West Elevation Building B”, dated March 11, 2022.
2. All uses permitted in the I-1 Zoning District as outlined in the City of Concord CDO shall be permitted excluding those listed below:
  - a. Agricultural Uses

- b. Resource Extraction Uses
  - c. Educational Uses
  - d. Government Facilities
  - e. Passenger Terminals
  - f. Indoor Recreation Uses
  - g. Outdoor Recreation Uses
  - h. Retail Sales and Services
  - i. Vehicle Sales and Service
  - j. Commercial Parking as a Principle Use
  - k. Heavy Industrial Uses
  - l. Self-Service Storage
3. A 50' buffer will be placed along the east property boundary, which adjoins the Cambridge Commons neighborhood, with any existing vegetation 8 inches in diameter or greater shall be preserved to the greatest extent possible. Prior to any land disturbing activities on the site, the developer will meet with the City Arborist or authorized designee to tag all trees 8" or greater and to establish limits of disturbance along the eastern property line.
  4. A maximum of two principle buildings may be developed on the site, with a maximum Gross Floor Area of 419,000 square feet.
  5. The maximum height of any building constructed on the site shall be 50 feet as measured under the Concord Development Ordinance (C.D.O.). For each foot of height over 35 feet, two (2) additional feet of setback shall be provided when abutting residentially zoned property in accordance with Article 7.11.9. of the C.D.O.
  6. All rooftop and above-ground mechanicals shall be screened from view to the greatest extent possible, considering the existing grade relative to the existing grades surrounding the property. This may be achieved through parapets on buildings, other structural screening, and/or landscaping.
  7. A 4' tall black powder-coated aluminum decorative fence with evergreen shrubs planted 5' O.C. on the street-side of the fence will be installed between the street yard and parking lot yard.
  8. Compliance with all minimum requirements relative to landscaping, stormwater, transportation, and Fire protection; and
  9. Technical site review and approval plan shall be required.
  10. The subject plan is not designed to preliminary plat or technical site plan standards and therefore, any intended or perceived deviation from technical standards resulting from the somewhat conceptual nature of the plan shall not constitute approval to deviate from, or negate, technical standards within the Concord Development Ordinance, Technical Standards Manual, or any other regulatory document.

**PROCEDURAL CONSIDERATIONS**

This particular case is a rezoning to a conditional district, which under the CDO, is “legislative” in nature. Legislative hearings DO NOT require the swearing or affirming of witnesses prior to testimony at the public hearing.



AMENDED APPLICATION (CN – RZC – 2021-00004)  
(Please type or print)

Applicant Name, Address, Telephone Number and email address: \_\_\_\_\_

Robinson Weeks Partners, c/o Tyler Jones; 3350 Riverwood Parkway, Suite 700,

Atlanta, GA 30339; 678-303-0167; Tyler@robinsonweeks.com

Owner Name, Address, Telephone Number: \_\_\_\_\_

See Exhibit A attached hereto

Project Location/Address: 4208 Davidson Highway

P.I.N.: 5601888181, 5601879077, 5601877425 and 5601778447

Area of Subject Property (acres or square feet): +/- 54.8519 acres (See survey/legal descriptions)

Lot Width: +/- See the survey Lot Depth: +/- See the survey

Current Zoning Classification: MX-CC2

Proposed Zoning Classification: I-1 (CD) and C-2 (See attached legal descriptions)

Existing Land Use: Vacant and residential

Future Land Use Designation: Industrial/Employment per the 2030 Land Use Plan

Surrounding Land Use: North Interstate 85 South Single family/townhomes

East Single family residential West Commercial & I-85

Reason for request: To accommodate an office, warehouse, distribution and light industrial business park that would contain a maximum of 500,000 square feet of gross floor area on that portion of the site requested to be rezoned to the I-1 (CD) zoning district, and uses allowed in the C-2 zoning district on that portion of the site requested to be rezoned to the C-2 zoning district.

Has a pre-application meeting been held with a staff member? Yes

Staff member signature: [Signature] Date: multiple

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

**THIS PAGE APPLICABLE TO CONDITIONAL DISTRICT REQUESTS ONLY**

(Please type or print)

1. List the Use(s) Proposed in the Project:

An office, warehouse, distribution and light industrial business park that would contain a maximum of 500,000 square feet of gross floor area on that portion of the site requested to be rezoned to the I-1 (CD) zoning district (See the Rezoning Plan for permitted and prohibited uses). Uses allowed in the C-2 zoning district on that portion of the site requested to be rezoned to the C-2 zoning district.

2. List the Condition(s) you are offering as part of this project. Be specific with each description. (You may attach other sheets of paper as needed to supplement the information):

Conditions on the Rezoning Plan for the I-1 (CD) portion of the site include the following: (1) A maximum of 500,000 square feet of gross floor area; and (2) the maximum building height shall be 50 feet as measured under the Ordinance.

There are no conditions being offered with respect to that portion of the site requested to be rezoned to the C-2 zoning district, since this is not a conditional rezoning request.

I make this request for Conditional district zoning voluntarily. The uses and conditions described above are offered of my own free will. I understand and acknowledge that if the property in question is rezoned as requested to a Conditional District the property will be perpetually bound to the use(s) specifically authorized and subject to such conditions as are imposed, unless subsequently amended as provided under the City of Concord Development Ordinance (CDO). All affected property owners (or agents) must sign the application.

See Attached Signature Page  
Signature of Applicant                      Date

See Attached Signature Page  
Signature of Owner(s)                      Date

**Certification**

*I hereby acknowledge and say that the information contained herein and herewith is true, and that this application shall not be scheduled for official consideration until all of the required contents are submitted in proper form to the City of Concord Development Services Department.*

Property Owners

**Parcel Identification Nos. 5601879077, 5601877425 and 56011778447**

**AAC/SHOFFNER DEVELOPMENT LIMITED PARTNERSHIP, a NC limited partnership**

By: AAC Concord I Limited Partnership  
By: AAC Concord Development GP, LLC

By: 

Name: Paul L. Herndon

Title: Vice President

Date: September 14, 2021

~~**Parcel Identification No. 5601888181**~~

~~**SHOFFNER DEVELOPMENT, LLC**~~

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

~~Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

~~Date: \_\_\_\_\_, 2021~~

Applicant

~~**ROBINSON WEEKS PARTNERS**~~

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

~~Name: \_\_\_\_\_~~

~~Title: \_\_\_\_\_~~

~~Date: \_\_\_\_\_, 2021~~

**Certification**

*I hereby acknowledge and say that the information contained herein and herewith is true, and that this application shall not be scheduled for official consideration until all of the required contents are submitted in proper form to the City of Concord Development Services Department.*

Property Owners

~~Parcel Identification Nos. 5601879077, 5601877425 and 56011778447~~

~~AAC/SHOFFNER DEVELOPMENT LIMITED PARTNERSHIP, a NC limited partnership~~

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

~~Date: \_\_\_\_\_, 2021~~

Parcel Identification No. 5601888181

SHOFFNER DEVELOPMENT, LLC

By:   
Name: Jodee Shoffner  
Title: Manager

Date: 9/13/2021

Applicant

~~ROBINSON WEEKS PARTNERS~~

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

~~Date: \_\_\_\_\_, 2021~~

Planning & Neighborhood Development  
35 Cabarrus Ave W \* P. O. Box 308 \* Concord, NC 28025  
Phone 704-920-5152 \* Fax 704-920-6962 \* www.concordnc.gov





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*I hereby acknowledge and say that the information contained herein and herewith is true, and that this application shall not be scheduled for official consideration until all of the required contents are submitted in proper form to the City of Concord Development Services Department.*

Property Owners

Parcel Identification Nos. 5601879077, 5601877425 and 56011778447

AAC/SHOFFNER DEVELOPMENT LIMITED PARTNERSHIP, a NC limited partnership

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_, 2021

Parcel Identification No. 5601888181

SHOFFNER DEVELOPMENT, LLC

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

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_, 2021

Applicant

ROBINSON WEEKS PARTNERS

By: Tyler Jones

Name: Tyler Jones

Title: Senior VP

Date: September 7, 2021

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

**Exhibit A to Application for Zoning Map Amendment**  
**Filed by Robinson Weeks Partners**

**Property Owners Information**

**Parcel Identification Nos. 5601879077, 5601877425 and 5601778447**

AAC/Shoffner Development Limited Partnership, a NC limited partnership  
Attention: Paul Herndon  
5950 Fairview Road, Suite 800  
Charlotte, NC 28210

Phone: 704-295-4000

Email: [pherndon@aacusa.com](mailto:pherndon@aacusa.com)

**Parcel Identification No. 5601888181**

Shoffner Development, LLC  
Attention: Kelsey Pierce  
PO Box 600  
Morris, OK 74445

Phone: 918-599-7755

Email: [kpierce@barberbartz.com](mailto:kpierce@barberbartz.com)

**Applicant**

Robinson Weeks Partners  
Attention: Tyler Jones  
3350 Riverwood Parkway, Suite 700  
Atlanta, GA 30339

Phone: 404-987-2445

Email: [tyler@robinsonweeks.com](mailto:tyler@robinsonweeks.com)


**Signatures of Property Owners to Application for Zoning Map Amendment Filed by  
Robinson Weeks Partners**

**Parcel Identification Nos. 5601879077, 5601877425 and 5601778447**

**AAC/SHOFFNER DEVELOPMENT LIMITED PARTNERSHIP, a NC limited partnership**

**By: AAC Concord I Limited Partnership, its general partner**

**By: AAC Concord Development GP, LLC, its general partner**

By:   
**Name: Paul L. Herndon**  
**Title: Vice President**

**Date: September 14, 2021**

~~**Parcel Identification No. 5601888181**  
**SHOFFNER DEVELOPMENT, LLC**  
**By: \_\_\_\_\_**  
**Name: \_\_\_\_\_**  
**Title: \_\_\_\_\_**  
**Date: \_\_\_\_\_, 2021**~~

**Signatures of Property Owners to Application for Zoning Map Amendment Filed by  
Robinson Weeks Partners**

**Parcel Identification Nos. 5601879077, 5601877425 and 5601778447**

**AAC/SHOFFNER DEVELOPMENT LIMITED PARTNERSHIP, a NC limited partnership**

**By:** \_\_\_\_\_  
**Name:** \_\_\_\_\_  
**Title:** \_\_\_\_\_  
**Date:** \_\_\_\_\_, 2021

**Parcel Identification No. 5601888181**


**SHOFFNER DEVELOPMENT, LLC**

**By:**   
**Name:** JoDee Shoffner  
**Title:** Manager

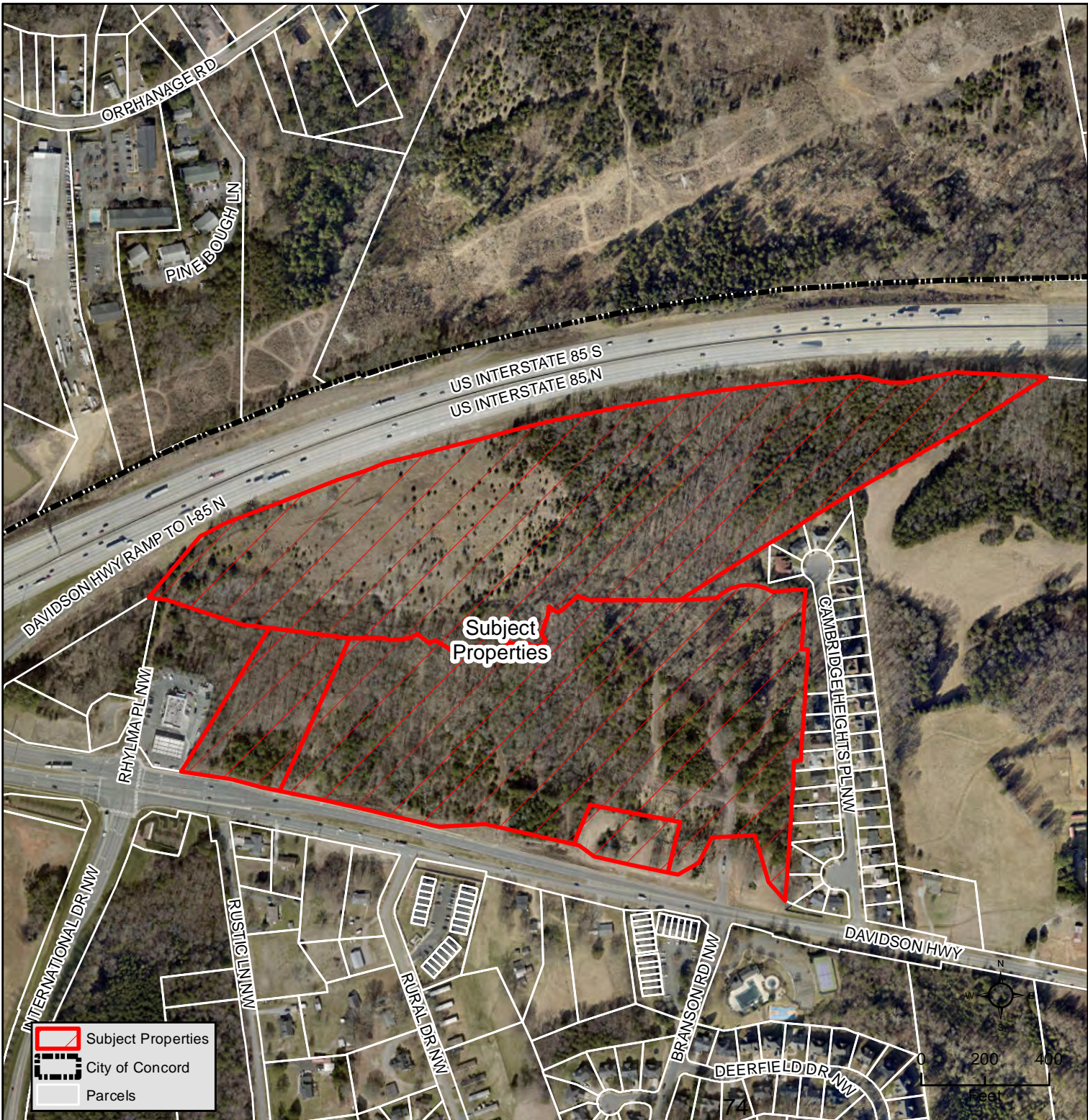
**Date:** 9/13/2021

Signature of Applicant to Application for Zoning Map Amendment  
Filed by Robinson Weeks Partners

**ROBINSON WEEKS PARTNERS**

By:   
Name: Tyler Jones  
Title: Senior VP  
Date: September 7, 2021

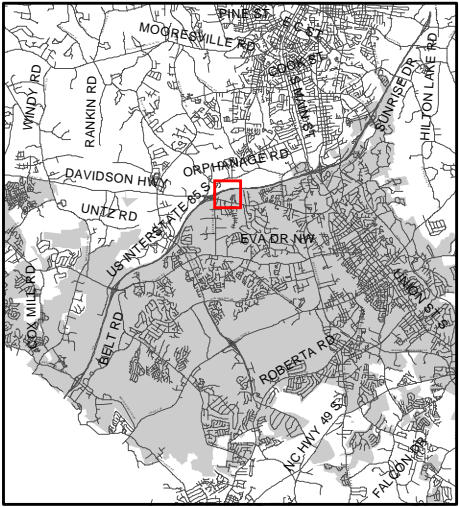




**Z(CD)-07-21  
AERIAL**

**Application for  
Zoning Map Amendment  
MX-CC2  
(Mixed-Use Commercial Center Large)  
to  
C-2 (General Commercial)  
& I-1-CD (Light Industrial  
Conditional District)**

4208 Davidson Hwy  
PIN's: 5601-88-8181, 5601-87-9077,  
5601-87-7425, 5601-77-8447

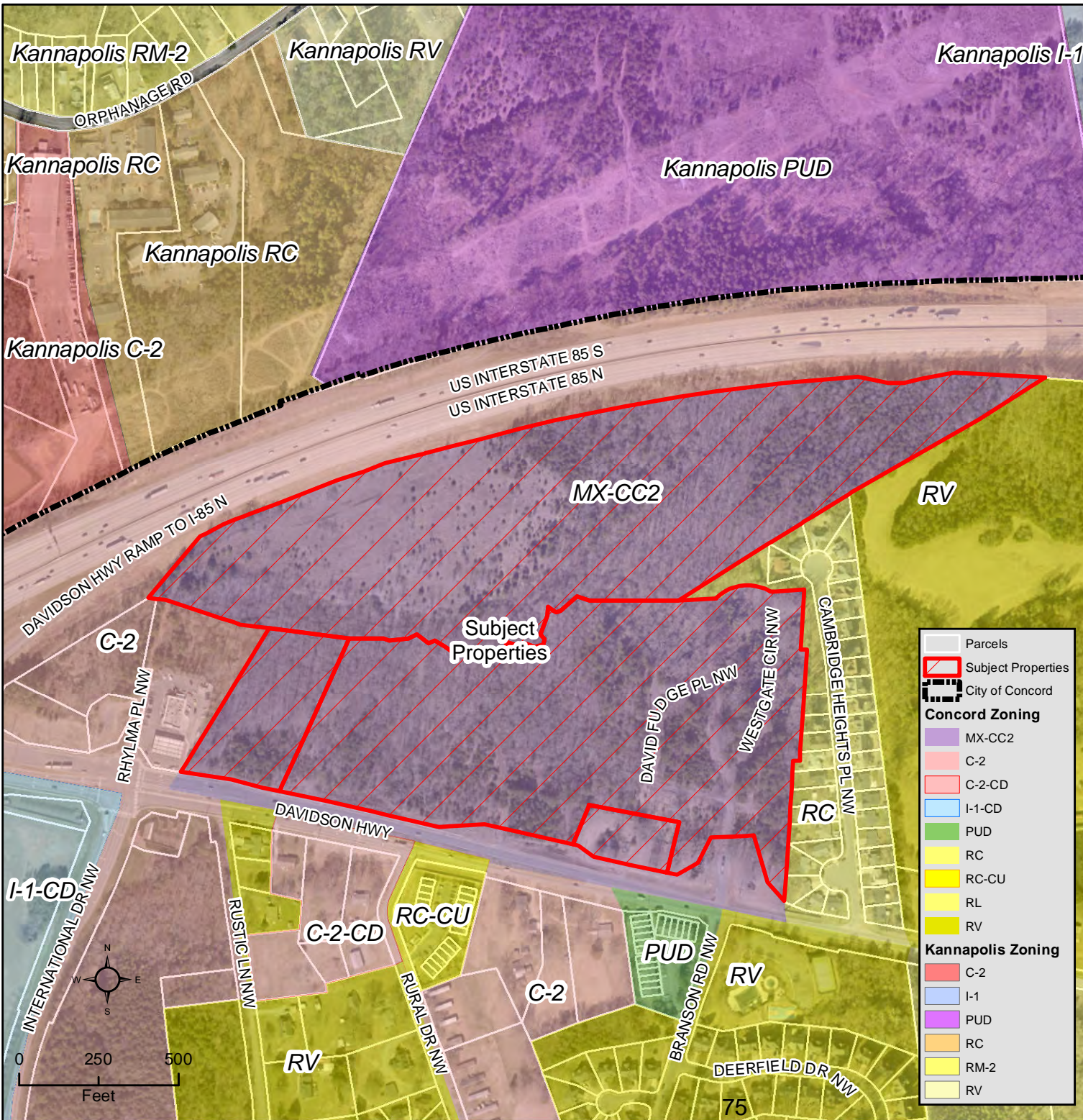


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Planning Department

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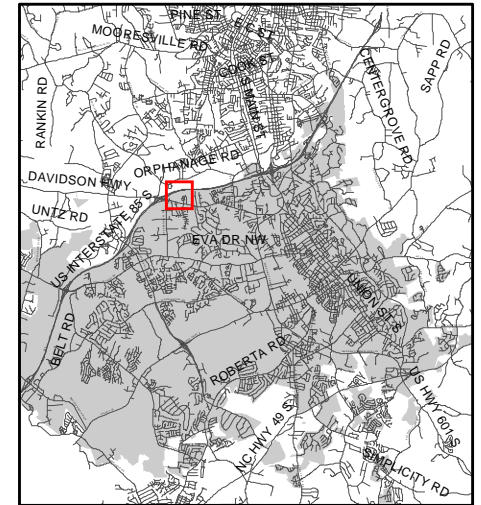




**Z(CD)-07-21  
ZONING**

**Application for  
Zoning Map Amendment  
MX-CC2  
(Mixed-Use Commercial Center Large)  
to  
C-2 (Light Commercial  
and Office District)  
I-1(CD)**

2050 Kannapolis Hwy  
PIN: 5612-91-1305

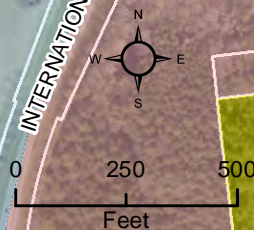


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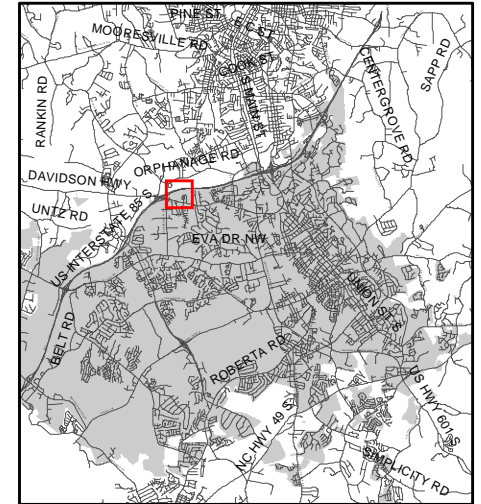
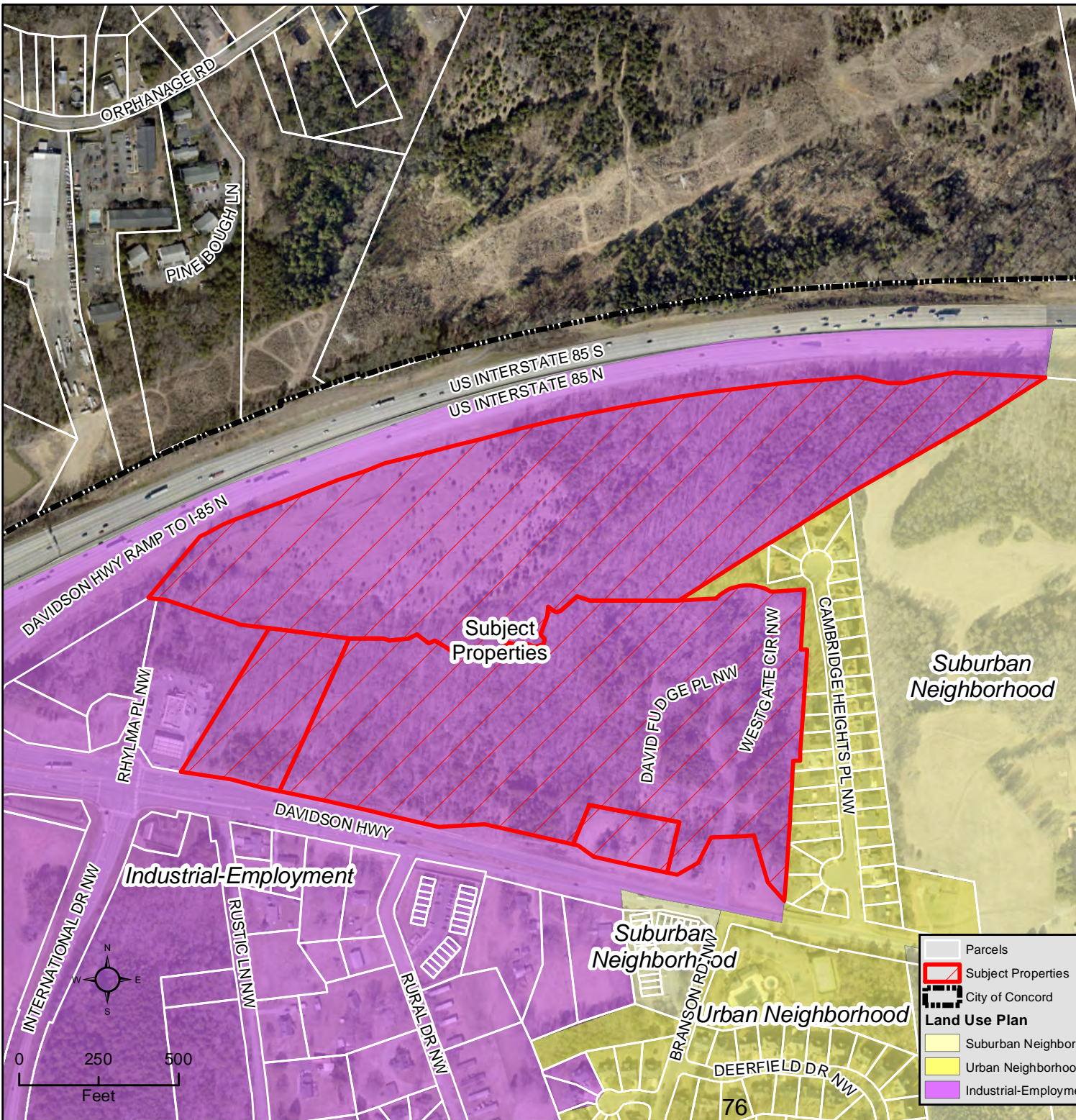
|                          |                    |
|--------------------------|--------------------|
|                          | Parcels            |
|                          | Subject Properties |
|                          | City of Concord    |
| <b>Concord Zoning</b>    |                    |
|                          | MX-CC2             |
|                          | C-2                |
|                          | C-2-CD             |
|                          | I-1-CD             |
|                          | PUD                |
|                          | RC                 |
|                          | RC-CU              |
|                          | RL                 |
|                          | RV                 |
| <b>Kannapolis Zoning</b> |                    |
|                          | C-2                |
|                          | I-1                |
|                          | PUD                |
|                          | RC                 |
|                          | RM-2               |
|                          | RV                 |





**Z(CD)-07-21  
LAND USE PLAN**

**Application for  
Zoning Map Amendment  
MX-CC2  
(Mixed-Use Commercial Center Large)  
to  
C-2 (Light Commercial  
and Office District)  
I-1(CD)  
2050 Kannapolis Hwy  
PIN: 5612-91-1305**



Source: City of Concord  
Planning Department

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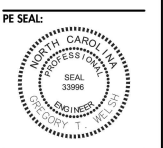






| <p style="text-align: center;"><b>DEVELOPMENT STANDARDS</b></p> <p style="text-align: center;">April 13, 2022</p> <p><b>1. GENERAL PROVISIONS</b></p> <p>A. These Development Standards form a part of the Rezoning Plan associated with the Application for Zoning Map Amendment filed by Robinson Weeks Partners (the "Applicant") for an approximately 49.85 acre site (excluding right of way) located on the north side of Highway 73 (Davidson Highway), east of the Highway 73 – Interstate 85 interchange, which site is more particularly depicted on the Rezoning Plan (hereinafter referred to as the "Site"). The Site is comprised of all of Parcel Nos. 5601888181 and 5601879077 and a portion of Parcel No. 5601877425.</p> <p>B. The development and use of the Site will be governed by the Rezoning Plan, these Development Standards and the applicable provisions of the Concord Development Ordinance (the "Ordinance").</p> <p>C. Unless the Rezoning Plan or these Development Standards establish more stringent standards, the regulations established under the Ordinance for the I-1 zoning district shall govern all development taking place on the Site.</p> <p>D. Future amendments to the Rezoning Plan and/or these Development Standards may be applied for by the then owner or owners of the Site in accordance with the provisions of Article 3 of the Ordinance. Minor amendments to the Rezoning Plan are subject to Section 3.2.9.H of the Ordinance.</p> <p><b>2. PERMITTED USES/DEVELOPMENT LIMITATIONS</b></p> <p>A. Subject to the limitations set out below, the Site may be devoted to:</p> <p>(1) any use or uses permitted by right in the I-1 zoning district;</p> <p>(2) any use or uses permitted with supplemental regulations in the I-1 zoning district;</p> <p>(3) any special use or uses permitted in the I-1 zoning district upon the issuance of a special use permit in accordance with Article 6.2 of the Ordinance;</p> <p>(4) any special use or uses with supplemental regulations permitted in the I-1 zoning district upon the issuance of a special use permit in accordance with Article 6.2 of the Ordinance; and</p> <p>(5) any incidental or accessory uses associated with the uses set out above that are permitted under the Ordinance in the I-1 zoning district.</p> <p>B. Notwithstanding the terms of paragraph 2.A above, the uses set out below that are listed in the Table of Uses (Section 8.1.8 of the Ordinance) shall be prohibited on the Site.</p> | <p>(1) Agricultural uses.</p> <p>(2) Resource Extraction uses.</p> <p>(3) Educational uses.</p> <p>(4) Government Facilities.</p> <p>(5) Passenger Terminals.</p> <p>(6) Indoor Recreation uses.</p> <p>(7) Outdoor Recreation uses.</p> <p>(8) Retail Sales and Services.</p> <p>(9) Vehicle Sales and Service.</p> <p>(10) Commercial Parking as a Principal Use.</p> <p>(11) Heavy Industrial uses.</p> <p>(12) Self Service Storage.</p> <p>C. A maximum of two principal buildings may be developed on the Site.</p> <p>D. A total maximum of 419,000 square feet of gross floor area may be developed on the Site.</p> <p>E. There are two building envelopes depicted on the Rezoning Plan that are designated as Building Envelope A and Building Envelope B. Minor adjustments to the locations of these building envelopes shall be allowed during the permitting process.</p> <p>F. Each principal building constructed on the Site shall be located in one of the two building envelopes depicted on the Rezoning Plan.</p> <p>G. All rooftop and above-ground mechanical equipment shall be screened from view to the greatest extent possible, taking into account the existing grade relative to the existing grades surrounding the property. This may be achieved through parapets on buildings, other structural screening, and/or landscaping.</p> <p>H. A 4' tall black powder-coated aluminum fence with evergreen shrubs planted 5' O.C. on the street-side of the fence will be installed between the street/yard and parking lot/yard.</p> <p>I. Technical Site Plan approval required.</p> <p>J. Compliance with all minimum requirements relative to landscaping, stormwater, transportation, and fire protection.</p> | <p><b>3. TRANSPORTATION</b></p> <p>A. Vehicular access shall be as generally depicted on the Rezoning Plan. The placement and configuration of the access points are subject to any minor modifications required by the City of Concord and/or the North Carolina Department of Transportation ("NCDOT").</p> <p>B. The alignments of the internal drives and vehicular circulation areas may be modified by Applicant to accommodate changes in traffic patterns, parking layouts and any adjustments required for approval by the City of Concord and/or NCDOT.</p> <p>C. Internal sidewalks and pedestrian connections shall be provided on the Site as generally depicted on the Rezoning Plan.</p> <p>D. Off-street parking shall be provided on the Site in accordance with the requirements of the Ordinance.</p> <p>E. Curb, gutter and sidewalk shall be installed along the Site's frontage on Davidson Highway as generally depicted on the Rezoning Plan.</p> <p><b>4. DENSITY AND DIMENSIONAL STANDARDS/SETBACK</b></p> <p>A. The development of the Site shall comply with the density and dimensional standards set out in Table 7.6.2.A of the Ordinance.</p> <p>B. The development of the Site shall comply with the setback requirement set out in Table 7.6.2.B of the Ordinance.</p> <p><b>5. DESIGN STANDARDS</b></p> <p>A. The maximum height of any building constructed on the Site shall be 50 feet as measured under the Ordinance. For each foot of height over 35 feet, two (2) additional feet of setback shall be provided when abutting residentially zoned property in accordance with Article 7.11.9 of the Ordinance.</p> <p>B. The development of the Site shall comply with the Supplemental Design Standards and Requirements for Industrial Districts set out in Section 7.11 of the Ordinance.</p> <p><b>6. BUFFER YARDS</b></p> <p>A. Buffer yards shall be established on the Site as required by the Ordinance and as depicted on the Rezoning Plan.</p> | <p><b>7. AMENITY AREA</b></p> <p>A. An amenity area shall be provided on the Site in the location generally depicted on the Rezoning Plan, and this amenity area shall contain, at a minimum, benches and picnic tables.</p> <p><b>8. BINDING EFFECT OF THE REZONING DOCUMENTS AND DEFINITIONS</b></p> <p>A. If this Application for Zoning Map Amendment is approved, all conditions applicable to the use and development of the Site imposed under these Development Standards and the Rezoning Plan will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of Applicant and the current and subsequent owners of the Site and their respective successors in interest and assigns.</p> <p>B. Throughout these Development Standards, the term "Applicant" shall be deemed to include the heirs, devisees, personal representatives, successors in interest and assigns of Applicant or the owner or owners of the Site from time to time who may be involved in any future development thereof.</p> <p>C. Any reference to the Ordinance herein shall be deemed to refer to the requirements of the Ordinance in effect as of the date this Application for Zoning Map Amendment is approved.</p> <p><b>SUBSTANTIAL COMPLIANCE WITH THE "HWY 73 INDUSTRIAL" REZONING PLANS, SHEETS RZ-1 AND RZ-2 REVISED 04/13/22, "NORTH ELEVATION – BUILDING A, AND SOUTH ELEVATION BUILDING A AND EAST &amp; WEST ELEVATION, BUILDING A" DATED MARCH 21, 2022, ALSO "SOUTH ELEVATION BUILDING B, NORTH ELEVATION BUILDING B, AND EAST &amp; WEST ELEVATION BUILDING B", DATED MARCH 11, 2022.</b></p> <p><b>THE SUBJECT PLAN IS NOT DESIGNED TO PRELIMINARY PLAT OR TECHNICAL SITE PLAN STANDARDS AND THEREFORE, ANY INTENDED OR PERCEIVED DEVIATION FROM TECHNICAL STANDARDS RESULTING FROM THE SOMEWHAT CONCEPTUAL NATURE OF THE PLAN SHALL NOT CONSTITUTE APPROVAL TO DEVIATE FROM, OR NEGATE, TECHNICAL STANDARDS WITHIN THE CONCORD DEVELOPMENT ORDINANCE, TECHNICAL STANDARDS MANUAL OR ANY OTHER REGULATORY DOCUMENT.</b></p> |
|---|--|--|--|
| 1382355v3   | 1382355v3 2  | 1382355v3 3  | 1382355v3 4  |

SEE 8 1/2" X 11" SHEETS AS PART OF STAFF REPORT FOR LEGIBILITY - TITLED "DEVELOPMENT STANDARDS"

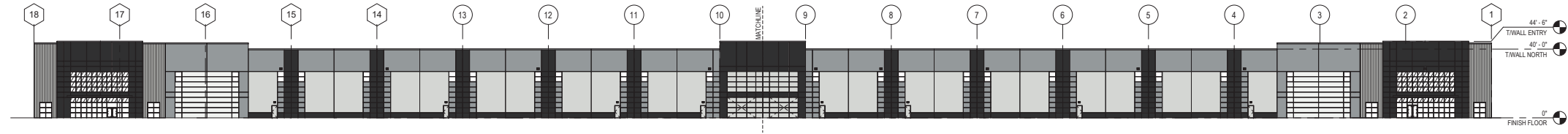


**HIGHWAY 73 INDUSTRIAL**  
REZONING PETITION  
CONCORD, NORTH CAROLINA  
ROBINSON WEEKS PARTNERS  
**DEVELOPMENT STANDARDS**

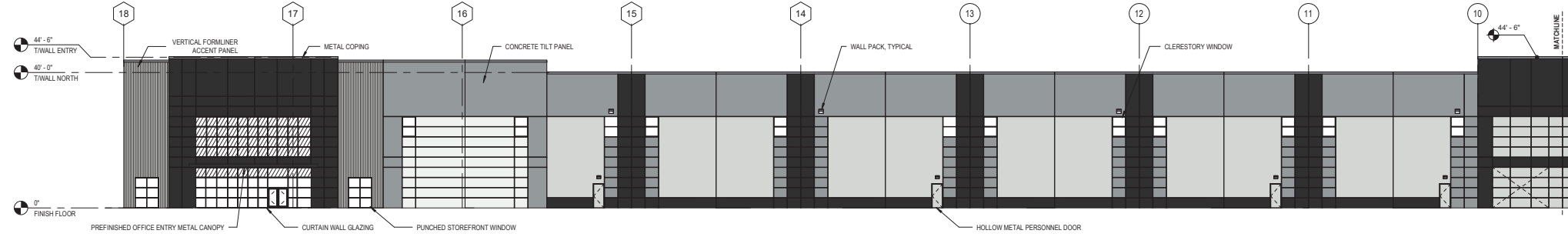
**REVISIONS:**  
1. 06/08/21 - CITY STAFF COMMENTS  
2. 07/23/22 - CITY STAFF COMMENTS  
3. 07/10/22 - CITY STAFF COMMENTS  
4. 04/13/22 - CITY STAFF COMMENTS

ENGINEER: CITY  
DRAWN BY: ERT  
CHECKED BY: LJB  
PROJECT #: 021.011  
SHEET  
**RZ-2**  
SHEET 2 OF 2

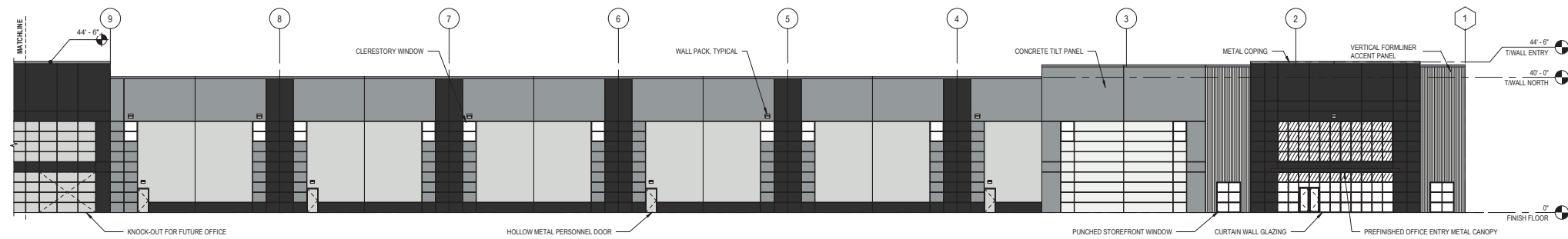




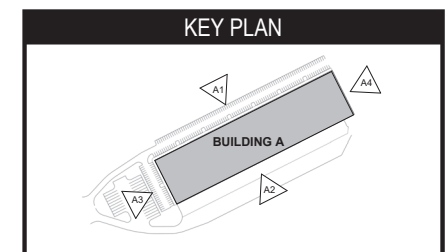
1 ELEVATION A1  
A-201 1" = 30'-0"



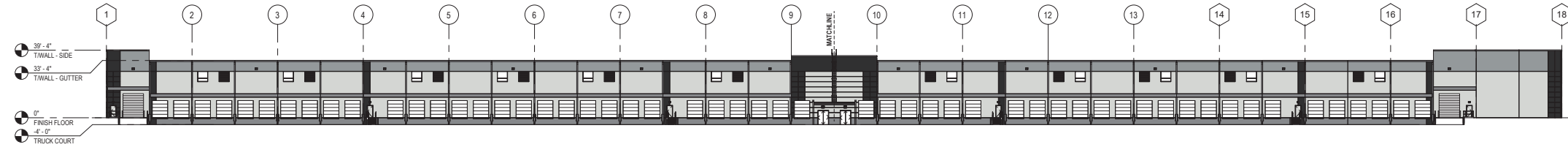
2 A1 NORTHEAST ELEVATION  
A-201 1/16" = 1'-0"



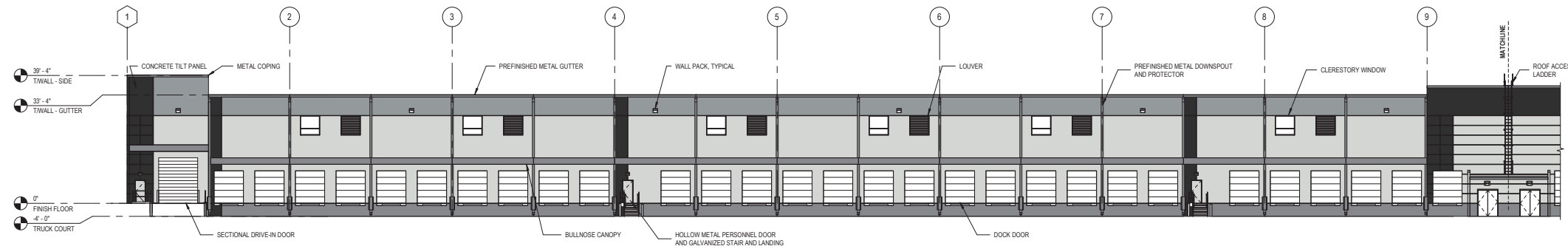
3 A1 NORTHWEST ELEVATION  
A-201 1/16" = 1'-0"



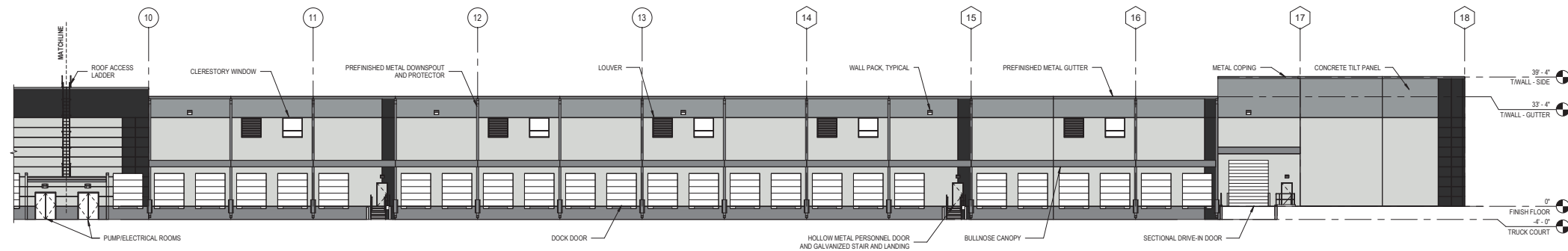
NORTH ELEVATION - BUILDING A



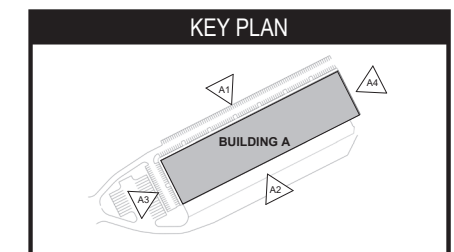
1 ELEVATION A2  
A-202 1" = 30'-0"



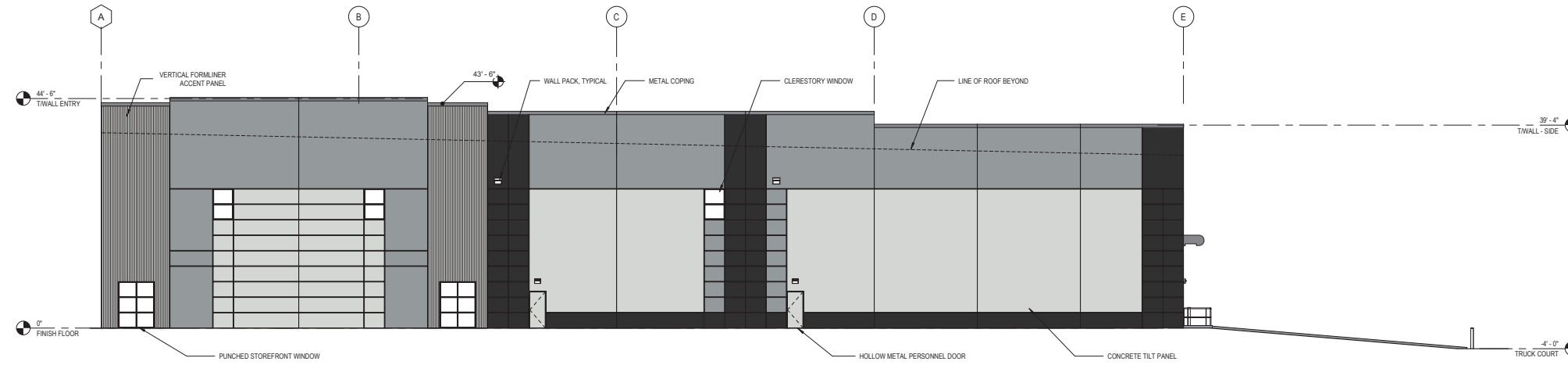
2 A2 SOUTHWEST ELEVATION  
A-202 1/16" = 1'-0"



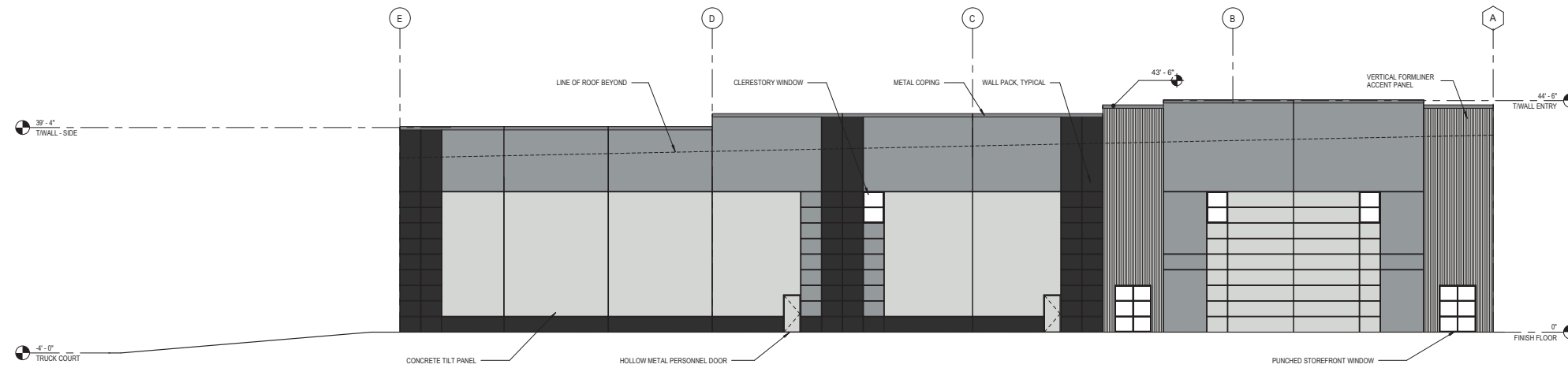
3 A2 SOUTHEAST ELEVATION  
A-202 1/16" = 1'-0"



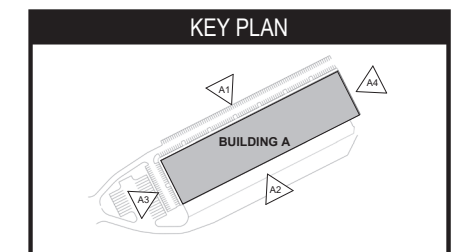
SOUTH ELEVATION - BUILDING A

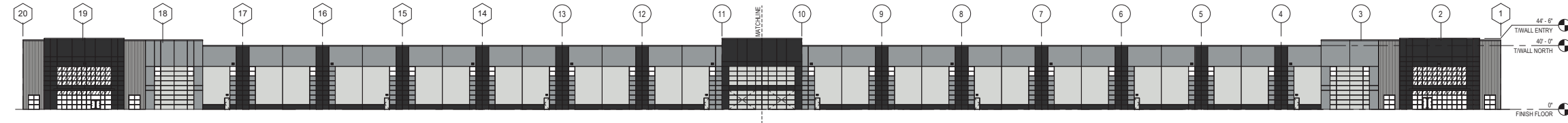


1 ELEVATION A3  
A-203 3/32" = 1'-0"

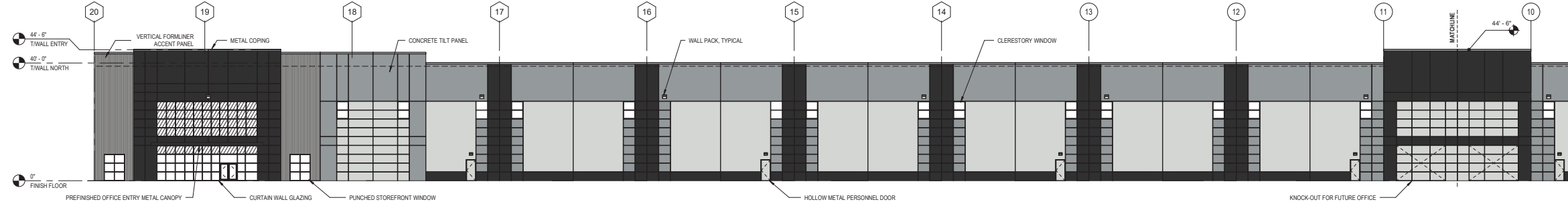


2 ELEVATION A4  
A-203 3/32" = 1'-0"

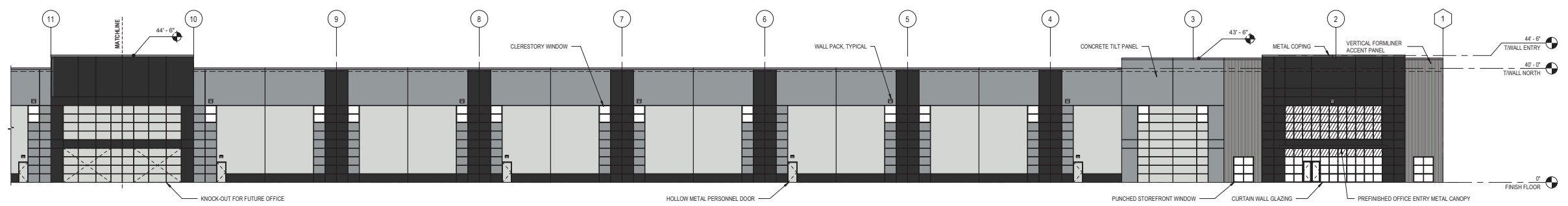




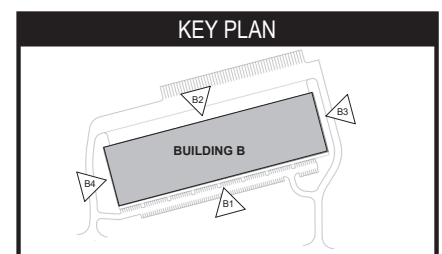
1 ELEVATION B1  
A-201 1" = 30'-0"



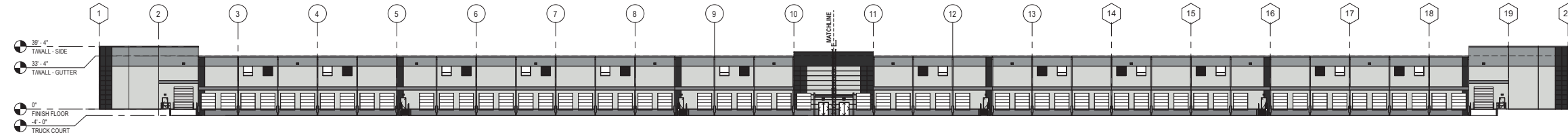
2 B1 SOUTHWEST ELEVATION  
A-201 1/16" = 1'-0"



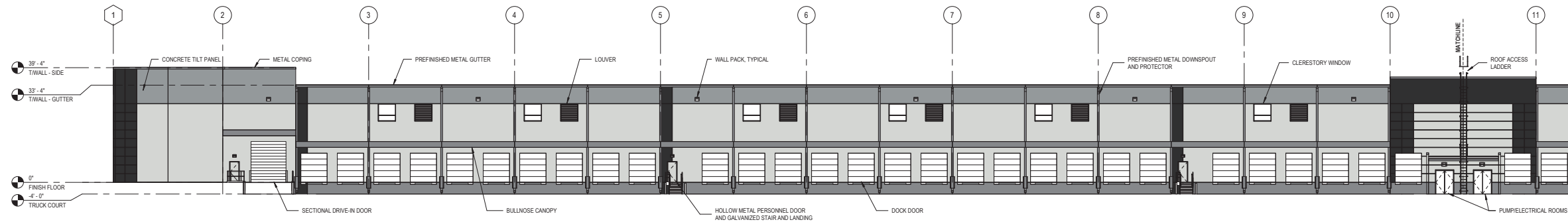
3 B1 SOUTHEAST ELEVATION  
A-201 1/16" = 1'-0"



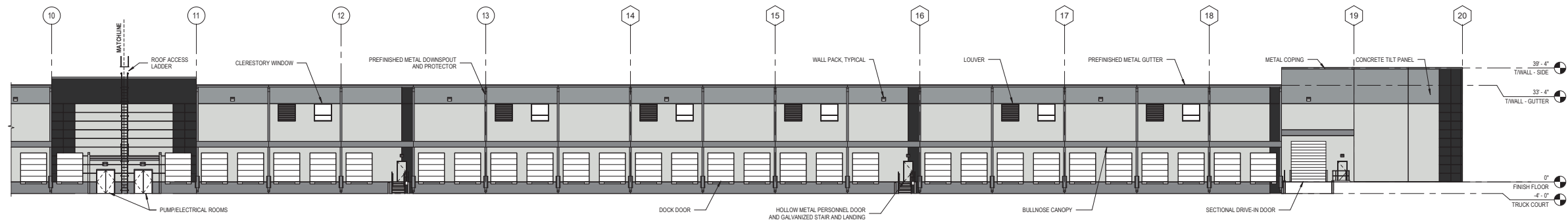
SOUTH ELEVATION - BUILDING B



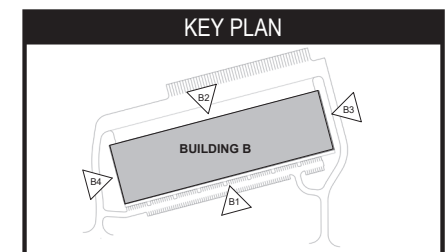
1 ELEVATION B2  
1" = 30'-0"



2 B2 NORTHEAST ELEVATION  
1/16" = 1'-0"

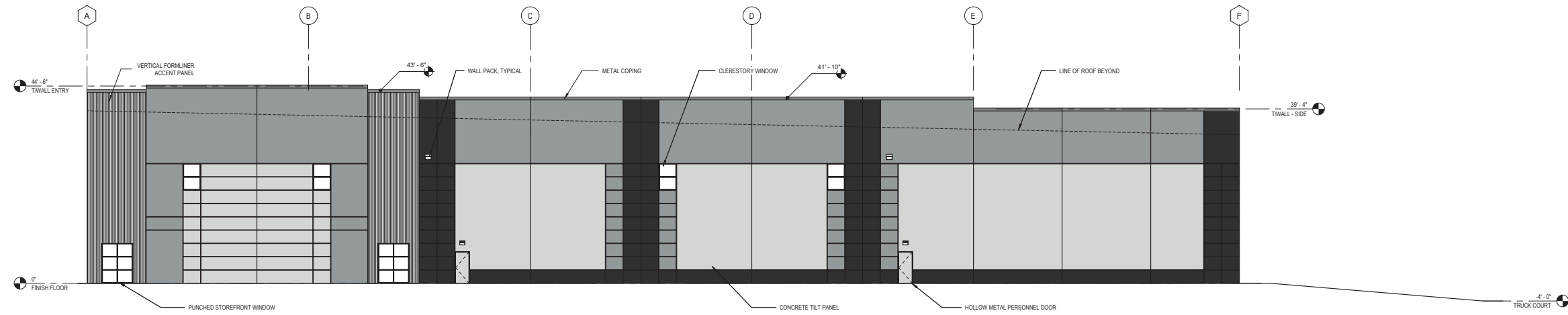


3 B2 NORTHWEST ELEVATION  
1/16" = 1'-0"

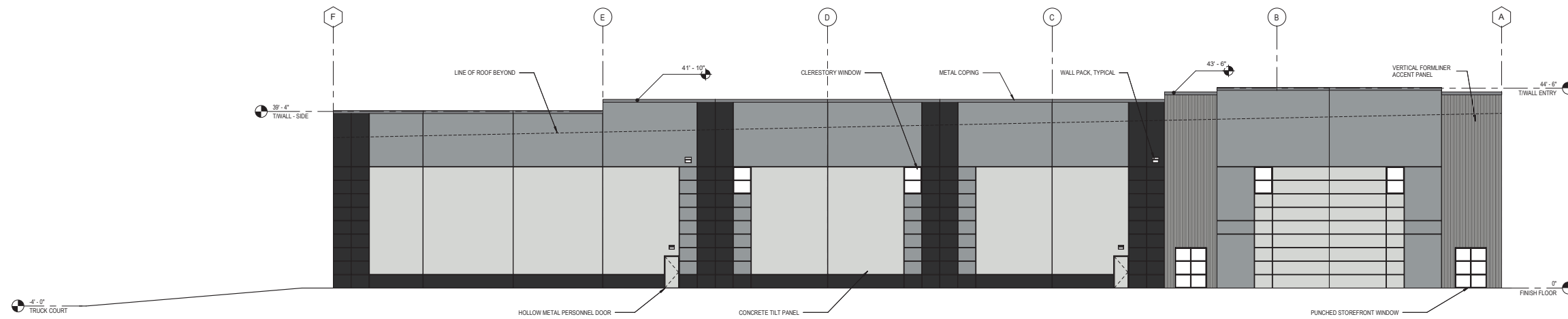


NORTH ELEVATION - BUILDING B

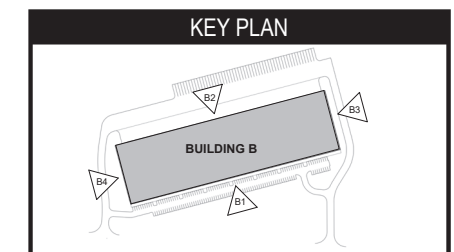




1 ELEVATION B3  
A-203 3/32" = 1'-0"



2 ELEVATION B4  
A-203 3/32" = 1'-0"



EAST & WEST ELEVATIONS - BUILDING B



**DEVELOPMENT STANDARDS**

April 13, 2022

**1. GENERAL PROVISIONS**

- A. These Development Standards form a part of the Rezoning Plan associated with the Application for Zoning Map Amendment filed by Robinson Weeks Partners (the “Applicant”) for an approximately 49.85 acre site (excluding right of way) located on the north side of Highway 73 (Davidson Highway), east of the Highway 73 – Interstate 85 interchange, which site is more particularly depicted on the Rezoning Plan (hereinafter referred to as the “Site”). The Site is comprised of all of Parcel Nos. 5601888181 and 5601879077 and a portion of Parcel No. 5601877425.
- B. The development and use of the Site will be governed by the Rezoning Plan, these Development Standards and the applicable provisions of the Concord Development Ordinance (the “Ordinance”).
- C. Unless the Rezoning Plan or these Development Standards establish more stringent standards, the regulations established under the Ordinance for the I-1 zoning district shall govern all development taking place on the Site.
- D. Future amendments to the Rezoning Plan and/or these Development Standards may be applied for by the then owner or owners of the Site in accordance with the provisions of Article 3 of the Ordinance. Minor amendments to the Rezoning Plan are subject to Section 3.2.9.H of the Ordinance.

**2. PERMITTED USES/DEVELOPMENT LIMITATIONS**

- A. Subject to the limitations set out below, the Site may be devoted to:
  - (1) any use or uses permitted by right in the I-1 zoning district;
  - (2) any use or uses permitted with supplemental regulations in the I-1 zoning district;
  - (3) any special use or uses permitted in the I-1 zoning district upon the issuance of a special use permit in accordance with Article 6.2 of the Ordinance;
  - (4) any special use or uses with supplemental regulations permitted in the I-1 zoning district upon the issuance of a special use permit in accordance with Article 6.2 of the Ordinance; and
  - (5) any incidental or accessory uses associated with the uses set out above that are permitted under the Ordinance in the I-1 zoning district.
- B. Notwithstanding the terms of paragraph 2.A above, the uses set out below that are listed in the Table of Uses (Section 8.1.8 of the Ordinance) shall be prohibited on the Site.

- (1) Agricultural uses.
  - (2) Resource Extraction uses.
  - (3) Educational uses.
  - (4) Government Facilities.
  - (5) Passenger Terminals.
  - (6) Indoor Recreation uses.
  - (7) Outdoor Recreation uses.
  - (8) Retail Sales and Services.
  - (9) Vehicle Sales and Service.
  - (10) Commercial Parking as a Principal Use.
  - (11) Heavy Industrial uses.
  - (12) Self Service Storage.
- C. A maximum of two principal buildings may be developed on the Site.
- D. A total maximum of 419,000 square feet of gross floor area may be developed on the Site.
- E. There are two building envelopes depicted on the Rezoning Plan that are designated as Building Envelope A and Building Envelope B. Minor adjustments to the locations of these building envelopes shall be allowed during the permitting process.
- F. Each principal building constructed on the Site shall be located in one of the two building envelopes depicted on the Rezoning Plan.
- G. All rooftop and above-ground mechanical equipment shall be screened from view to the greatest extent possible, taking into account the existing grade relative to the existing grades surrounding the property. This may be achieved through parapets on buildings, other structural screening, and/or landscaping.
- H. A 4' tall black powder-coated aluminum fence with evergreen shrubs planted 5' O.C. on the street-side of the fence will be installed between the street yard and parking lot yard.
- I. Technical Site Plan approval required.
- J. Compliance with all minimum requirements relative to landscaping, stormwater, transportation, and fire protection.

**3. TRANSPORTATION**

- A. Vehicular access shall be as generally depicted on the Rezoning Plan. The placement and configuration of the access points are subject to any minor modifications required by the City of Concord and/or the North Carolina Department of Transportation (“NCDOT”).
- B. The alignments of the internal drives and vehicular circulation areas may be modified by Applicant to accommodate changes in traffic patterns, parking layouts and any adjustments required for approval by the City of Concord and/or NCDOT.
- C. Internal sidewalks and pedestrian connections shall be provided on the Site as generally depicted on the Rezoning Plan.
- D. Off-street parking shall be provided on the Site in accordance with the requirements of the Ordinance.
- E. Curb, gutter and sidewalk shall be installed along the Site’s frontage on Davidson Highway as generally depicted on the Rezoning Plan.

**4. DENSITY AND DIMENSIONAL STANDARDS/SETBACK**

- A. The development of the Site shall comply with the density and dimensional standards set out in Table 7.6.2.A of the Ordinance.
- B. The development of the Site shall comply with the setback requirement set out in Table 7.6.2.B of the Ordinance.

**5. DESIGN STANDARDS**

- A. The maximum height of any building constructed on the Site shall be 50 feet as measured under the Ordinance. For each foot of height over 35 feet, two (2) additional feet of setback shall be provided when abutting residentially zoned property in accordance with Article 7.11.9 of the Ordinance.
- B. The development of the Site shall comply with the Supplemental Design Standards and Requirements for Industrial Districts set out in Section 7.11 of the Ordinance.

**6. BUFFER YARDS**

- A. Buffer yards shall be established on the Site as required by the Ordinance and as depicted on the Rezoning Plan.

**7. AMENITY AREA**

- A. An amenity area shall be provided on the Site in the location generally depicted on the Rezoning Plan, and this amenity area shall contain, at a minimum, benches and picnic tables.

**8. BINDING EFFECT OF THE REZONING DOCUMENTS AND DEFINITIONS**

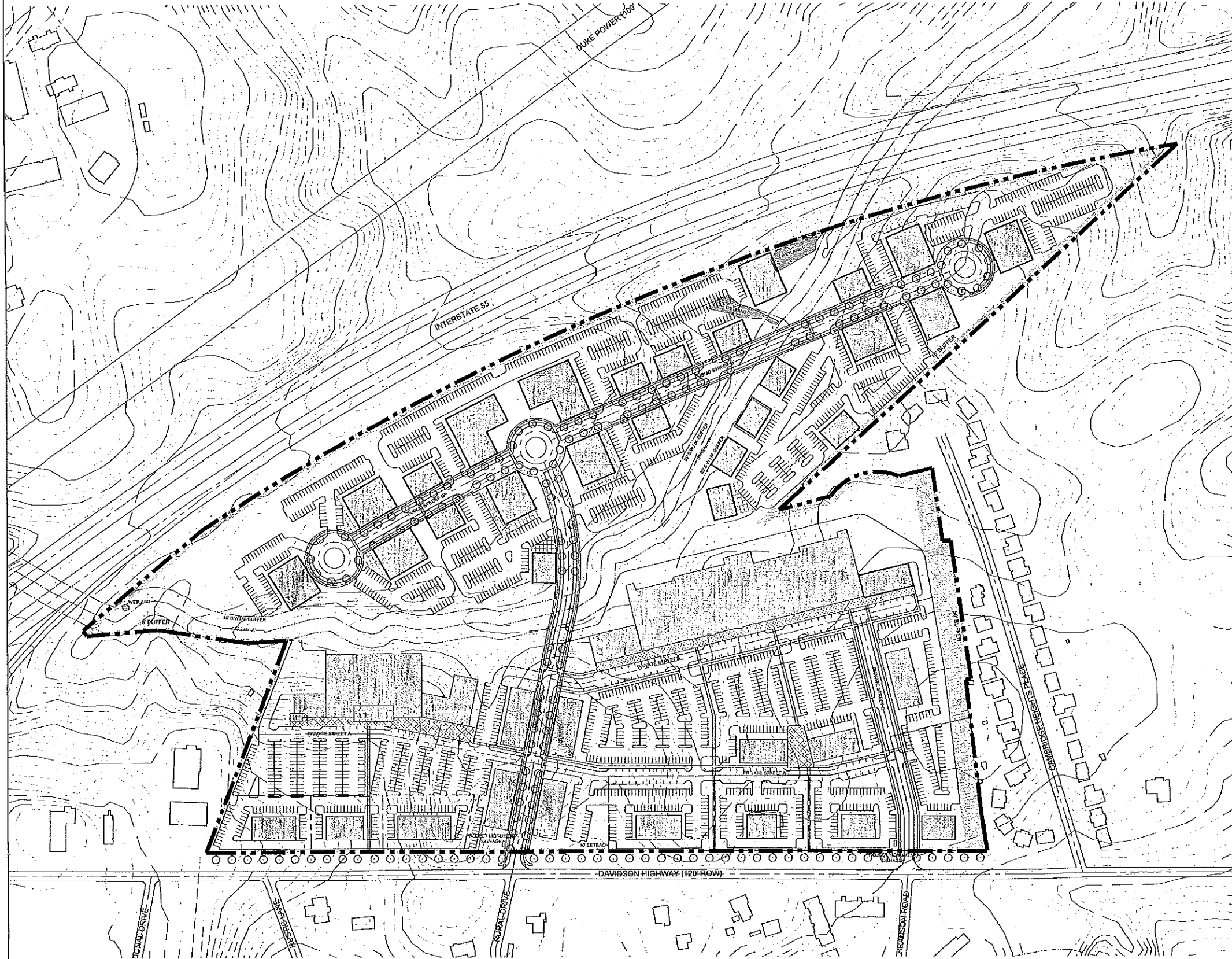
- A. If this Application for Zoning Map Amendment is approved, all conditions applicable to the use and development of the Site imposed under these Development Standards and the Rezoning Plan will, unless amended in the manner provided under the Ordinance, be binding upon and inure to the benefit of Applicant and the current and subsequent owners of the Site and their respective successors in interest and assigns.
- B. Throughout these Development Standards, the term “Applicant” shall be deemed to include the heirs, devisees, personal representatives, successors in interest and assigns of Applicant or the owner or owners of the Site from time to time who may be involved in any future development thereof.
- C. Any reference to the Ordinance herein shall be deemed to refer to the requirements of the Ordinance in effect as of the date this Application for Zoning Map Amendment is approved.

SUBSTANTIAL COMPLIANCE WITH THE “HWY 73 INDUSTRIAL” REZONING PLANS, SHEETS RZ-1 AND RZ-2 REVISED 04/13/22, “NORTH ELEVATION – BUILDING A, AND SOUTH ELEVATION BUILDING A AND EAST & WEST ELEVATION, BUILDING A” DATED MARCH 21, 2022, ALSO “SOUTH ELEVATION BUILDING B, NORTH ELEVATION BUILDING B, AND EAST & WEST ELEVATION BUILDING B”, DATED MARCH 11, 2022.

THE SUBJECT PLAN IS NOT DESIGNED TO PRELIMINARY PLAT OR TECHNICAL SITE PLAN STANDARDS AND THEREFORE, ANY INTENDED OR PERCEIVED DEVIATION FROM TECHNICAL STANDARDS RESULTING FROM THE SOMEWHAT CONCEPTUAL NATURE OF THE PLAN SHALL NOT CONSTITUTE APPROVAL TO DEVIATE FROM, OR NEGATE, TECHNICAL STANDARDS WITHIN THE CONCORD DEVELOPMENT ORDINANCE, TECHNICAL STANDARDS MANUAL, OR ANY OTHER

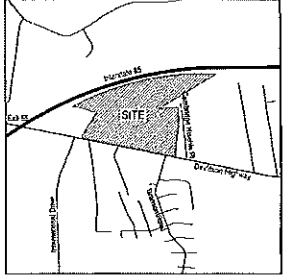


# APPROVED SITE PLAN FOR Z(CD)-33-07



NOTE: THE CONCEPT PLAN IS SCHEMATIC NATURE AND IS INTENDED TO DEPICT BUILDING, PARKING AND CIRCULATION RELATIONSHIPS.

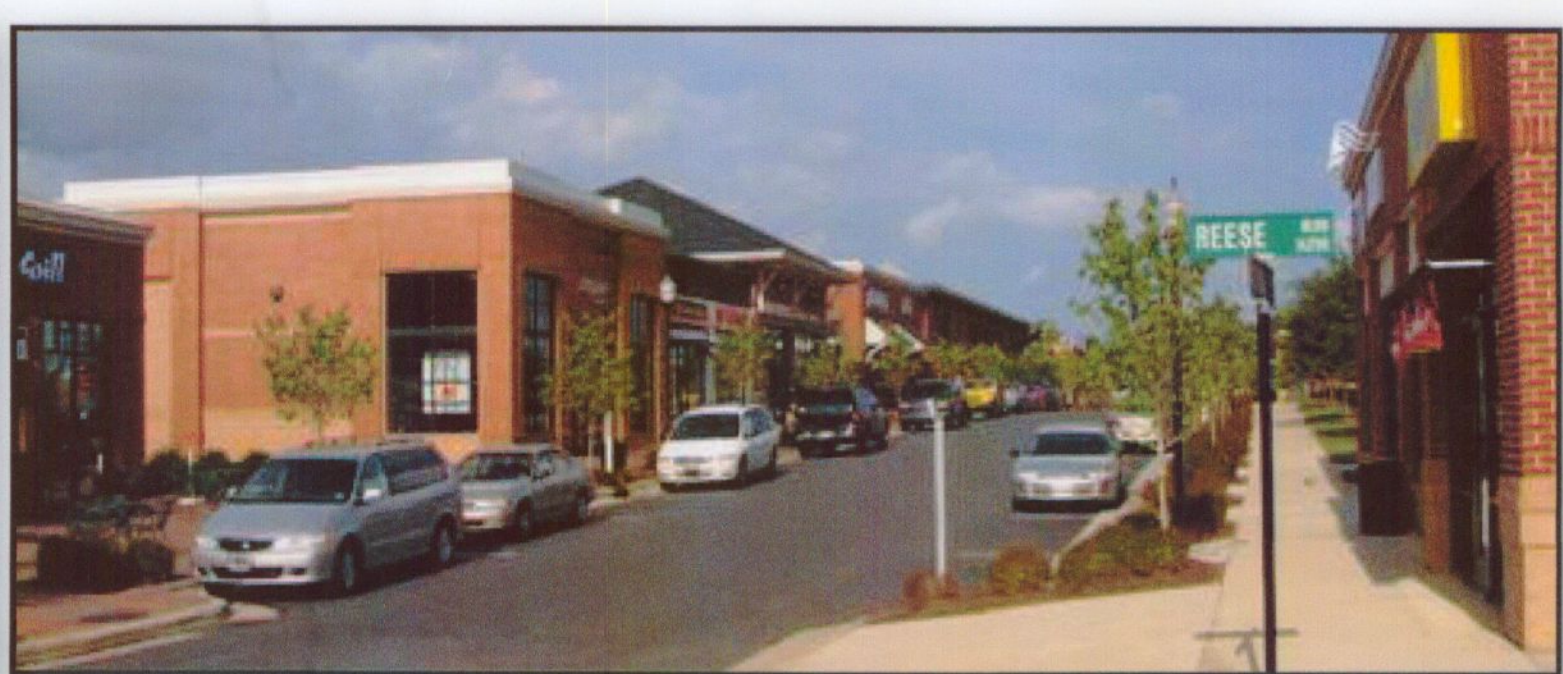
VICINITY MAP - NOT TO SCALE



FOR PUBLIC HEARING PETITION NO. XXXX



**PREVIOUS APPROVAL UNDER Z(CD)-33-07**





## APPROVED CONDITIONS UNDER Z(CD)-33-07:

### Uses Proposed:

- 1) The proposed uses are limited to commercial and office.

### Offered Conditions:

- 1) The architecture will follow the motif presented in the attached color elevations.
- 2) A 50' Class "D" buffer will be provided along the east property boundary with Cambridge Commons.
- 3) Building locations shall follow what is depicted on the approved conceptual master plan.
- 4) Developer agrees to not establish restaurant use on the building along the east property boundary adjoining the Cambridge Commons subdivision.

**DENSITY AND DIMENSIONAL STANDARDS**  
**TABLE 7.6.2 A - DIMENSIONAL STANDARDS**

| Zoning District   | A                       | B                       | C                            | D                                  | E                     | F                     | G                           |
|-------------------|-------------------------|-------------------------|------------------------------|------------------------------------|-----------------------|-----------------------|-----------------------------|
|                   | Min. Lot Size (sq. ft.) | Max. Density (per acre) | Impervious Surface Ratio (2) | Min. Public Street Frontage (feet) | Min. Lot Width (feet) | Min. Lot Depth (feet) | Max. Building Height (feet) |
| AG**              | 43,560                  | 1                       | -                            | 30^                                | 200                   | 200                   | 35                          |
| RE **             | 43,560                  | 1                       | -                            | 30^                                | 150                   | 150                   | 35                          |
| RL**              | 20,000                  | 2                       | -                            | 15^                                | 100                   | 125                   | 35                          |
| RM-1**            | 15,000                  | 3                       | -                            | 15^                                | 75                    | 125                   | 35                          |
| RM-2**            | 10,000                  | 4                       | -                            | 15^                                | 75                    | 100                   | 35                          |
| RV***             | 7,500                   | 8                       | 0.5                          | 15^                                | 50                    | 100                   | 35 (5)                      |
| RC***             | 5,000                   | 15                      | 0.5                          | 15^                                | 50                    | 100                   | 35 (5)                      |
| R-CO <sup>3</sup> | 3,000                   | 15                      | 0.5                          | 15                                 | 35                    | 85                    | 40                          |
| O-I               | -                       | -                       | 0.7                          | -                                  | -                     | -                     | 35                          |
| B-1               | -                       | -                       | 0.65                         | 30^                                | 50                    | 100                   | 50                          |
| CC                | -                       | -                       | -                            | -                                  | -                     | -                     | 75 (4)                      |
| C-1               | -                       | -                       | 0.7                          | -                                  | -                     | -                     | 48                          |
| C-2               | -                       | -                       | 0.8                          | 30^                                | 50                    | 100                   | 48 (1)                      |
| I-1               | -                       | -                       | 0.8                          | 30^                                | 50                    | 100                   | 72                          |
| I-2               | -                       | -                       | 0.9                          | 30^                                | 50                    | 100                   | 72                          |

**NOTES:**

\* Residences permitted in nonresidential districts shall conform to the density and dimensional standards of the RC district, except that height restrictions may follow (1) below. Residences in the CC district are not subject to maximum density or dimensional limitations.

\*\* See Section 7.7.4-F for duplex lots and Sections 7.7.3 and 7.7.4 for alternative single-family lot patterns that allow smaller minimum lot sizes under certain conditions.

\*\*\* In the districts where permitted, and subject to Section 7.8 multi-family and/or single-family attached developments shall only be subject to Columns B, C, D, and G in Table 7.6.2-A. Setbacks for multi-family and single-family attached developments are set forth in Section 7.8. of this Ordinance. Height in the RC district is subject to the transition provisions of Section 7.6.2.G.

^ See Section 5.5.

(1) Height may be increased by one foot for each one foot of additional building setback up to a maximum height of 200 feet. Setbacks for Mixed Use, PUD, PRD or similar type projects shall be measured from the overall project boundaries.

(2) Developments following the low-density option (see §4.4.2-A) may not develop at a total impervious surface ratio greater than 0.24.

(3) Dimensional requirements only applicable if not indicated on recorded final plat. See also Section 9.12.

(4) Measured from the lowest level of the Fire Department vehicle access to the tallest finished floor level of the building.

(5) In the districts where permitted, Multi-family has a height limit of four stories. When residential units are included in upper floors in C-2 zoning, the maximum C-2 height limits shall govern.

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

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

WHEREAS, the City of Concord, North Carolina pursuant to the authority conferred by North Carolina General Statute §§160D-6-1 through §§160D-6-5, 160D-7-1 through 160D-7-6 , 160D-8-1 through 160D-8-8 and 160D-9-1 through 160D-9-51 may from time to time as necessary amend, supplement, change, modify or repeal certain of its zoning regulations and restrictions and zone boundaries; and

WHEREAS, the City of Concord, North Carolina pursuant to the authority conferred by North Carolina General Statute §§160D-6-1 through §§160D-6-5, 160D-7-1 through 160D-7-6 , 160D-8-1 through 160D-8-8 and 160D-9-1 through 160D-9-51 does hereby recognize a need to amend the text of certain articles of the City of Concord zoning Ordinance.

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

**SECTION 1:** That the following section of Concord Development Ordinance (CDO) Article 7.6 "Standards for Base Zoning Districts" Table 7.6.2.A "Dimensional Standards", be amended to the following:

**DENSITY AND DIMENSIONAL STANDARDS  
TABLE 7.6.2 A - DIMENSIONAL STANDARDS**

| Zoning District   | A<br>Min. Lot Size (sq. ft.) | B<br>Max. Density (per acre) | C<br>Impervious Surface Ratio (2) | D<br>Min. Public Street Frontage (feet) | E<br>Min. Lot Width (feet) | F<br>Min. Lot Depth (feet) | G<br>Max. Building Height (feet) |
|-------------------|------------------------------|------------------------------|-----------------------------------|---|----------------------------|----------------------------|----------------------------------|
| AG**              | 43,560                       | 1                            | -                                 | 30 <sup>^</sup>                         | 200                        | 200                        | 35                               |
| RE **             | 43,560                       | 1                            | -                                 | 30 <sup>^</sup>                         | 150                        | 150                        | 35                               |
| RL**              | 20,000                       | 2                            | -                                 | 15 <sup>^</sup>                         | 100                        | 125                        | 35                               |
| RM-1**            | 15,000                       | 3                            | -                                 | 15 <sup>^</sup>                         | 75                         | 125                        | 35                               |
| RM-2**            | 10,000                       | 4                            | -                                 | 15 <sup>^</sup>                         | 75                         | 100                        | 35                               |
| RV***             | 7,500                        | 8                            | 0.5                               | 15 <sup>^</sup>                         | 50                         | 100                        | 35 (5)                           |
| RC***             | 5,000                        | 15                           | 0.5                               | 15 <sup>^</sup>                         | 50                         | 100                        | 35 (5)                           |
| R-CO <sup>3</sup> | 3,000                        | 15                           | 0.5                               | 15                                      | 35                         | 85                         | 40                               |
| O-I               | -                            | -                            | 0.7                               | -                                       | -                          | -                          | 35                               |
| B-1               | -                            | -                            | 0.65                              | 30 <sup>^</sup>                         | 50                         | 100                        | 50                               |
| CC                | -                            | -                            | -                                 | -                                       | -                          | -                          | 75 (4)                           |
| C-1               | -                            | -                            | 0.7                               | -                                       | -                          | -                          | 48                               |
| C-2               | -                            | -                            | 0.8                               | 30 <sup>^</sup>                         | 50                         | 100                        | 48 (1)                           |
| I-1               | -                            | -                            | 0.8                               | 30 <sup>^</sup>                         | 50                         | 100                        | 72                               |
| I-2               | -                            | -                            | 0.9                               | 30 <sup>^</sup>                         | 50                         | 100                        | 72                               |

**NOTES:**

<sup>1</sup> Residences permitted in nonresidential districts shall conform to the density and dimensional standards of the RC district, except that height restrictions may follow (1) below. Residences in the CC district are not subject to maximum density or dimensional limitations.

<sup>\*\*</sup> See Section 7.7.4-F for duplex lots and Sections 7.7.3 and 7.7.4 for alternative single-family lot patterns that allow smaller minimum lot sizes under certain conditions.

<sup>\*\*\*</sup> In the districts where permitted, and subject to Section 7.8 multi-family and/or single-family attached developments shall only be subject to Columns B, C, D, and G in Table 7.6.2-A. Setbacks for multi-family and single-family attached developments are set forth in Section 7.8. of this Ordinance. Height in the RC district is subject to the transition provisions of Section 7.6.2.G.

<sup>^</sup> See Section 5.5.

(1) Height may be increased by one foot for each one foot of additional building setback up to a maximum height of 200 feet. Setbacks for Mixed Use, PUD, PRD or similar type projects shall be measured from the overall project boundaries.

(2) Developments following the low-density option (see 54.4.2-A) may not develop at a total impervious surface ratio greater than 0.24.

(3) Dimensional requirements only applicable if not indicated on recorded final plat. See also Section 9.12.

(4) Measured from the lowest level of the Fire Department vehicle access to the tallest finished floor level of the building.

(5) In the districts where permitted, Multi-family has a height limit of four stories. When residential units are included in upper floors in C-2 zoning, the maximum C-2 height limits shall govern.



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

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

Adopted in this June 9<sup>th</sup>, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST:

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

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

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

**NORTH CAROLINA**

**PURCHASE AND SALE AGREEMENT**

**CABARRUS COUNTY**

**THIS PURCHASE AND SALE AGREEMENT** (the “PSA”) is made and entered into this \_\_\_\_ day of May, 2022 (the “Contract Date”), by and between TIFFANY NICOLE ELLIS, as Trustee of the Testamentary Trust for Nevaeh Mone Macon (the “Seller”), and CITY OF CONCORD, a North Carolina Municipal Corporation (the “Buyer”).

For and in consideration of the Earnest Money (hereinafter defined), in hand paid by Buyer to Escrow Agent (hereinafter defined), the mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Seller hereby agrees to sell and convey to Buyer, and Buyer hereby agrees to purchase and take from Seller, subject to and in accordance with all the terms and conditions as follows:

**Section 1. Terms and Definitions:** The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) **“Property”:**

(i) That certain parcel of land (the “Land”), being a portion of the property located at 524 Allison Street NW, Concord, NC, having Cabarrus County Tax PIN 56213135370000, and being more particularly described on the attached legal description, together with Seller’s interest in all easements, privileges, rights-of-way, riparian and other water rights, lands underlying any adjacent streets or roads, and appurtenances pertaining to or accruing to the benefit of the Land.

(ii) **Fixtures:** The following items, if any, are deemed fixtures and are included in the Purchase Price free of liens: range/stove/oven, any built-in appliances, light fixtures, ceiling fans, attached floor coverings, blinds, shades, drapery rods and curtain rods, brackets and all related hardware, window and door screens, storm windows, combination doors, awnings, antennas, satellite dishes and receivers, burglar/fire/smoke/carbon monoxide/alarms, pool and spa equipment, solar energy systems, attached fireplace screens, gas logs, fireplace inserts, electric garage door openers with controls, outdoor plants and trees (other than in movable containers), basketball goals, storage sheds, mailboxes, attached wall and/or door mirrors, fuel tank(s) whether attached or buried and including contents, if any, as of Settlement, landscape and/or foundation lighting, invisible fencing including all related equipment, lawn irrigation systems and all related equipment, water softener/conditioner and filter equipment and any other items attached or affixed to the Property, EXCEPT the following items which are leased or not owned by Seller or which Seller does not intend to convey: \_\_\_\_\_

\_\_\_\_\_

(iv) **Personal Property:** The following personal property shall be transferred to Buyer at no value at closing: none\_\_\_\_\_.

The Land and Improvements shall be conveyed by a “General Warranty Deed”, conveying the Land and Improvements in accordance with the legal descriptions as set forth hereinabove in Section 1(a)(i), in an “As-Is, Where-Is” condition without representations or warranties of any kind or nature other than as may be specifically set forth in this PSA.

\$167,600.00

(b) **“Purchase Price”** shall mean the sum of ONE-HUNDRED SIXTY-SEVEN THOUSAND SIX HUNDRED and 00/100 DOLLARS (\$167,600.00), *Payable on the following terms:*

\$0.00

(i) **“Earnest Money”** shall mean ZERO DOLLARS (\$0.00), and shall be deemed non-refundable, except in the event of a Seller default, but applicable to the Purchase Price at Closing (as hereinafter defined). Within three (3) days after the execution of this PSA, Buyer shall deliver to FERGUSON HAYES HAWKINS, PLLC (the **“Escrow Agent”**) the Earnest Money, which shall be payable by wire transfer of immediately available United States funds. The Earnest Money shall be deposited by Escrow Agent in a non-interest bearing account at a federally insured depository institution with the interest thereon being reported to the Internal Revenue Service based on Buyer’s federal taxpayer identification number, and accumulating until such time as the Earnest Money is disbursed by Escrow Agent pursuant to the terms hereof, to be held by Escrow Agent in escrow pending Closing or other disbursement in accordance with the terms of this PSA.

Throughout the term of this PSA, Escrow Agent shall hold and disburse the Earnest Money in accordance with the terms and conditions as set forth hereinbelow. Escrow Agent will not commingle funds received by it in escrow with funds of others and shall invest such funds in a money market account with a national bank whose depositors are insured by the Federal Deposit Insurance Corporation and is reasonably acceptable to Buyer. Escrow Agent shall not be liable for any loss caused by the failure, suspension, bankruptcy or dissolution of any such investment vehicle or fund. The Earnest Money will be held by the Escrow Agent and applied as partial payment of the Purchase Price on the Closing Date (as hereinafter defined) or otherwise disbursed as provided in this PSA.

Seller and Buyer agree (i) that Escrow Agent shall be a stakeholder only and not liable for any losses, costs or damages shall arise out of the willful default or gross negligence of Escrow Agent or its agents, (ii) that no releases or disbursements shall be made hereunder except upon consistent written instructions from both Seller and Buyer or their successors or assigns; and (iii) that in the event of a dispute hereunder between Seller and Buyer (or their successors or assigns), Escrow Agent shall have the right exercisable in its sole discretion, to be discharged by tendering unto the registry or custody of any court of competent jurisdiction, the closing documents and the Earnest Money, together with any such legal pleadings as it deems appropriate. Buyer and Seller shall indemnify and hold harmless Escrow Agent for all of its expenses, costs and reasonable attorney’s fees incurred in connection with said interpleader action.

Upon receipt of consistent written instructions from both Seller and Buyer, or their respective counsel, Escrow Agent shall disburse the Earnest Money in accordance with the written instructions signed by both Buyer and Seller, or their respective counsel. Said written instructions may not be unreasonably withheld and may be given in duplicate counterparts and by electronic mail. Escrow Agent requests delivery of such instructions at least 24 hours before disbursement. Seller and Buyer shall share equally in the responsibility for paying any reasonable fees charged by Escrow Agent.

Escrow Agent shall not be liable for any loss or damage resulting from the following: (i) any default, error, action or omission of any other party; (ii) the expiration of any time limit unless such time limit was known to Escrow Agent and such loss is solely caused by failure of Escrow Agent to proceed in its ordinary course of business; (iii) any loss or impairment of funds while on deposit with a federally insured Bank resulting from failure, insolvency or suspension of such institution; (iv) Escrow Agent complying with any and all legal process, writs, orders, judgments and decrees of any court whether issued with or without jurisdiction and whether or not subsequently vacated, modified, set aside or reversed.

Escrow Agent shall be entitled to rely upon the instructions and other matters covered thereby, and shall not be required to investigate the authority of the person executing and delivering such instructions, or otherwise verify the accuracy of the statements of information presented therein.

\$0.00

(ii) **“Due Diligence Fee”** shall ZERO DOLLARS (\$0.00) and shall be delivered to Seller upon full execution of the PSA. The Due Diligence fee shall be non-refundable to Buyer, but applicable to the Purchase Price at Closing.

\$167,600.00

(iii) **Cash (by wire transfer of immediately available United States funds as directed by Seller), the balance of Purchase Price,** at Closing in the amount of ONE-HUNDRED SIXTY-SEVEN THOUSAND SIX HUNDRED and 00/100 DOLLARS (\$167,600.00).

(c) **“Closing”** shall mean the date and time of recording of the deed. Closing shall occur on or before that date which is forty-five (45) days from the Contract Date, as defined hereinbelow.

(d) **“Contract Date”** means the later of the date of the Buyer’s or Seller’s execution of this PSA, as indicated below their executions hereto.

(e) **“Examination Period”** shall mean the period beginning on the Contract Date and extending for a period of thirty (30) days thereafter.

(f) **“Seller’s Notice Address”** shall be as follows:

Tiffany Neal Ellis  
(Trustee of the Testamentary Trust for Nevaeh Mone Macon)  
4240 Kent Road  
Wilson, NC 27893

(g) **“Buyer’s Notice Address”** shall be as follows:

City of Concord  
c/o Mary Powell-Carr  
PO Box 308  
Concord, NC 28026

**Section 2. Sale of Property and Payment of Purchase Price:** Seller agrees to sell and Buyer agrees to buy the Property for the Purchase Price.

**Section 3. Proration of Expenses and Payment of Costs:** Seller and Buyer agree that all property taxes (on a calendar year basis), leases, rents, or any other assumed liabilities, if any, shall be prorated as of the date of Closing. Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Agreement, excise tax (revenue stamps), and other conveyance fees or taxes required by law.

Buyer shall pay recording costs, costs of any title search, title insurance, survey, and the cost of any inspections or investigations undertaken by Buyer under this Agreement. This paragraph shall specifically survive closing and delivery of the deed.

Each party shall pay its own attorney's fees.

**Section 4. Evidence of Title:** Seller agrees to convey fee simple title marketable and insurable title to the Property free and clear of all liens, encumbrances and defects of title other than: (a) rights of tenants in possession, and (b) ad valorem taxes for the current year and subsequent years, easements, restrictions, and any other exceptions of record, any local, county, state or federal laws, ordinances, or regulations relating to zoning, environment, subdivision, occupancy, use, construction, or development of the Property, and matters that would be disclosed by a current survey and inspection of the aforesaid Property. Provided that, Seller shall be required to satisfy, at or prior to Closing, any encumbrances of Seller in regard to the Property that may be satisfied by the payment of a fixed sum of money, such as deeds of trust, mortgages or statutory liens. Seller shall not enter into or record any instrument that affects the Property (or any personal property) after the Contract Date without the prior written consent of Buyer, which consent shall not be unreasonably withheld, conditioned or delayed.

**Section 5. Conditions:** Buyer's obligation to consummate the purchase and sale of the Property on the Closing date is hereby made expressly conditioned upon fulfillment (or waiver by Buyer, whether explicit or implied) of the following:

(a) **Title Examination:** After the Contract Date, Buyer shall, at Buyer's expense, cause a title examination to be made of the Property before the end of the Examination Period. In the event that such title examination shall reflect an exception, or exceptions, unacceptable to buyer, then Buyer shall promptly notify Seller in writing of all such title defects and exceptions, in no case later than the end of the Examination Period, and Seller shall have, at its sole election, fifteen (15) days to cure said noticed defects (notwithstanding that the Examination Period may have expired). If Seller does, or elects, not to cure the defects or objections within fifteen (15) days of notice thereof, then Buyer may terminate this PSA and the Earnest Money shall be delivered by Escrow Agent to Buyer, and neither party shall have any further rights or obligations hereunder, and this PSA shall become null and void.

(b) **Same Condition:** If the Property is not in substantially the same condition at Closing as of the Contract Date, reasonable wear and tear excepted, then the Buyer may (i) terminate this PSA and the Earnest Money shall be delivered by Escrow Agent to Seller, and neither party shall have any further rights or obligations hereunder, and this PSA shall become null and void, or (ii) proceed to Closing whereupon Buyer shall be entitled to receive, in addition to the Property, and if applicable, all of the Seller's insurance proceeds payable on account of the damage or destruction applicable to the Property.

(c) **Inspections:** If Buyer chooses not to purchase the Property, for any reason or no reason, and provides written notice to Seller thereof prior to the expiration of the Examination Period, then this PSA

shall terminate, Escrow Agent shall deliver the Earnest Money to Buyer and neither party shall have any further rights or obligations under this PSA, and this PSA shall become null and void.

**Section 6. Risk of Loss/Damage/Repair:** Until Closing, the risk of loss or damage to the Property, except as otherwise provided herein, shall be borne by Seller. Except as to maintaining the Property in its same condition, Seller shall have no responsibility for the repair of the Property, including any improvements, unless the parties hereto agree in writing.

**Section 7. Earnest Money Disbursement:** In the event of a breach, or default in the performance, of this PSA by Seller, then the Earnest Money shall be returned to Buyer, and Buyer, as its sole and exclusive remedies, may terminate this PSA, in which event all rights and obligations of the parties under this PSA shall expire, and this PSA shall become null and void, and (ii) may exercise such rights and remedies as may be provided for or allowed in equity. In the event this offer is accepted and Buyer breaches, or defaults in the performance of, this PSA, then the Earnest Money shall be forfeited and delivered to and retained by Seller as Seller's full liquidated damages for such default, and as Seller's sole and exclusive remedy by reason of a default by Buyer. The parties acknowledge that Seller's actual damages in the event of a default by Buyer will be difficult to ascertain, and that such liquidated damages represent a reasonable estimate thereof and are not considered as a penalty.

**Section 8. Closing:** At or before Closing, Seller shall deliver to Buyer the General Warranty Deed, together with such other documents as may be customarily executed or delivered by a seller in similar transactions, including without limitation, a bill of sale for the personalty, an owner's affidavit, lien waiver forms and a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), and Buyer shall pay to Seller the Purchase Price. At Closing, the Earnest Money shall be applied as part of the Purchase Price. The Closing shall be conducted by Buyer's attorney and shall be held by overnight mail and/or messenger, or handled in such other manner as the parties hereto may mutually agree in writing. Possession shall be delivered at Closing, unless otherwise agreed herein. The Purchase Price and other funds to be disbursed pursuant to this PSA shall be disbursed upon Closing.

**Section 9: Notices:** Unless otherwise provided herein, all notices and other communications which may be or are required to be given or made by any party to the other in connection herewith shall be in writing and shall be deemed to have been properly given and received on the date delivered in person or sent by a nationally recognized commercial courier for next day deliver, postage prepaid and sent to the addresses set out in **Section 1(f)** as to Seller and in **Section 1(g)** as to Buyer, or at such other addresses as specified by written notice delivered in accordance herewith.

**Section 10. Entire Agreement:** This PSA constitutes the sole and entire agreement among the parties hereto and no modification of this PSA shall be binding unless in writing and signed by all parties hereto.

**Section 11. Counterparts; Electronically Transmitted Signatures:** This PSA may be executed in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Electronically transmitted signatures shall constitute originals for purposes hereof.

**Section 12. Survival of Representations and Warranties:** If any provision herein contained which by its nature and effect is required to be observed, kept or performed after the Closing, it shall survive the Closing and remain binding upon and for the benefit of the parties hereto until fully observed, kept or performed.

**Section 13. Applicable Law:** This PSA shall be construed under the laws of the state of North Carolina.



**Section 14. Assignment:** This PSA shall not be assigned without the written agreement of all parties, but if assigned by agreement, then this PSA shall be binding on the assignee and his heirs and successors.

**Section 15. Tax-Deferred Exchange:** In the event Buyer or Seller desires to effect a tax-deferred exchange in connection with the conveyance of the Property, Buyer and Seller agree to cooperate in effecting such exchange; provided, however, that the exchanging party shall be responsible for all additional costs associated with such exchange, and provided further, that a non-exchanging party shall not assume any additional liability with respect to such tax-deferred exchange. Seller and Buyer shall execute such additional documents, at no cost to the non-exchanging party, as shall be required to give effect to this provision.

**Section 16. Computation of Days/Time of Day:** Unless otherwise provided, for purposes of this PSA, the term “days” shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of “days” shall begin on the day following the day upon which any act or notice as provided in this PSA was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

**Section 17. Brokers.** Buyer and seller agree to indemnify and hold each other harmless from any and all claims of brokers, consultants or real estate agents by, through or under the indemnifying party for fees or commissions arising out of the sale of the Property to Buyer. Buyer and Seller represent and warrant to each other that they have not employed nor engaged any brokers, consultants or real estate agents to be involved in this transaction.

**Section 18. Interpretation:** The Section headings are inserted for convenience only and are in no way intended to interpret, define, or limit the scope or content of this PSA or any provision hereof. If any party is made up of more than one person or entity, then all such persons and entities shall be bound jointly and severally, even though the defined term for such party is used in the singular in this PSA.

**Section 19. Enforceability:** This PSA shall become a contract when signed by both Buyer and Seller. This PSA shall be binding upon and inure to the benefit of the parties, their heirs, successors and assigns and their personal representatives.

**Section 20. Other Provisions and Conditions.** This PSA is subject to the following additional provisions and conditions:

- (a) The purchase and sale must be approved by the Concord City Council.
- (b) This PSA is subject to an upset bid period.

[Signatures on the following page(s)]

**IN WITNESS WHEREOF**, the parties have caused their duly authorized representatives to execute and deliver this PSA, as of the date appearing below each signature.

**SELLER:**

DocuSigned by:  
*Tiffany Neal Ellis*  
19C9605B8E024BD... (SEAL)

TIFFANY NICOLE ELLIS, as Trustee  
of the Testamentary Trust for  
Nevaeh Mone Macon  
Date: 5/26/2022 | 9:25 AM PDT

\_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**BUYER:**

**City of Concord**

By: \_\_\_\_\_ (SEAL)

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

\_\_\_\_\_  
Name: \_\_\_\_\_

Date: \_\_\_\_\_

---

**The undersigned hereby acknowledges receipt of the Earnest Money set forth herein and agrees to hold said Earnest Money in accordance with the terms hereof.**

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

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

Date: \_\_\_\_\_

---

**The undersigned hereby acknowledges receipt of the Due Diligence Fee set forth herein.**

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

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

Date: \_\_\_\_\_

RESOLUTION OF INTENT

WHEREAS, G.S. 160A-299 authorizes the City Council to close public streets and alleys;  
and

WHEREAS, the City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closure of an unopened portion of an alley parallel to Hawthorne St. SW as more specifically set forth below:

NOW, THEREFORE, BE IT RESOLVED by the City Council that:

(1) A meeting will be held at 6:00 p.m. on the 14<sup>th</sup> day of July, 2022 at the City Hall Council Chambers, 35 Cabarrus Ave. W, Concord, NC to consider a resolution on the closure of the area described as follows:

Lying and being in the City of Concord, Cabarrus County, North Carolina and being more particularly described as follows:

Beginning at an existing iron pin being the southeast corner of the Joseph Maizonet property (recorded in deed book 13446, page 242), thence along the western edge of the existing 10' alleyway N. 17-30-13 W. 99.30' to a point; thence N. 72-46-08 E. 10.00' to a point; thence S. 17-30-13 E. 99.25' to a point; thence S. 72-30-00 W. 10.00' to the point and place of beginning containing 993 square feet (+/-0.023 AC) according to a survey by Don Allen & Associates, PA dated March 31st, 2022.

(2) The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in The Independent Tribune or other newspaper of general circulation in the area.

(3) The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent.

(4) The City Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Adopted this 9<sup>th</sup> day of June, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

ATTEST:

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



Petition for Closure of Right-of-Way

(Type or print in black ink)

Applicant: Joseph Maizonet Date: 3/31/2022
Applicant's address: 29 Hawthorne Street SW, Concord, NC 28027

Applicant's telephone: Home: 24-735-8123 Work: Marline Maizonet: 941-258-8085

Location of right-of-way proposed for closure (name, paved, unpaved, etc.):
Wooded alley behind Lots 42, 43, 44, 45 also known as 29 Hawthorne Street SW, Concord, NC 28027
Please reference recent survey enclosed reflecting points L1, L2, L3 on the survey A.K.A "the alley".

List all adjoining property owners, other than applicant (use additional page, if necessary):

Name: Carolina Oil Company of Concord Inc. Name: Joseph Maizonet
Address: 400 Old Charlotte Rd SW Address: 29 Hawthorne Street SW
Concord, NC 28027 Concord, NC 28027
Name: Mailing: PO Box 5010 Name: Mailing: 2134 Holden Avenue SW
Address: Concord, NC 28027 Address: Concord, NC 28025

Reason for Petition for Closure of Right-of-Way: The area on the survey described as "Proposed Alleyway Abandonment" has become overrun with shrub and trees, specifically, Chinese Wisteria. This has been eroding my lot and posing a risk of landslide. I propose to abandon "the alley" so I can attempt to stabilize the land/cliff from the lower elevation to stabilize the land and beautify the area in the process. I am a good property owner and having legal access to the area would allow me to do more with an otherwise unkept area.

Signature(s) of applicant(s): Joseph Maizonet Date: 3/31/2022
Marline Maizonet Date: 3/31/2022

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

Please submit this application to the Planning & Neighborhood Development Department

Staff Use Only:
Fee: \$300.00 Received by: Monterai Adams Date: 4/8/22

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



400  
OLD CHARL

400 Old Charlotte Road  
SW

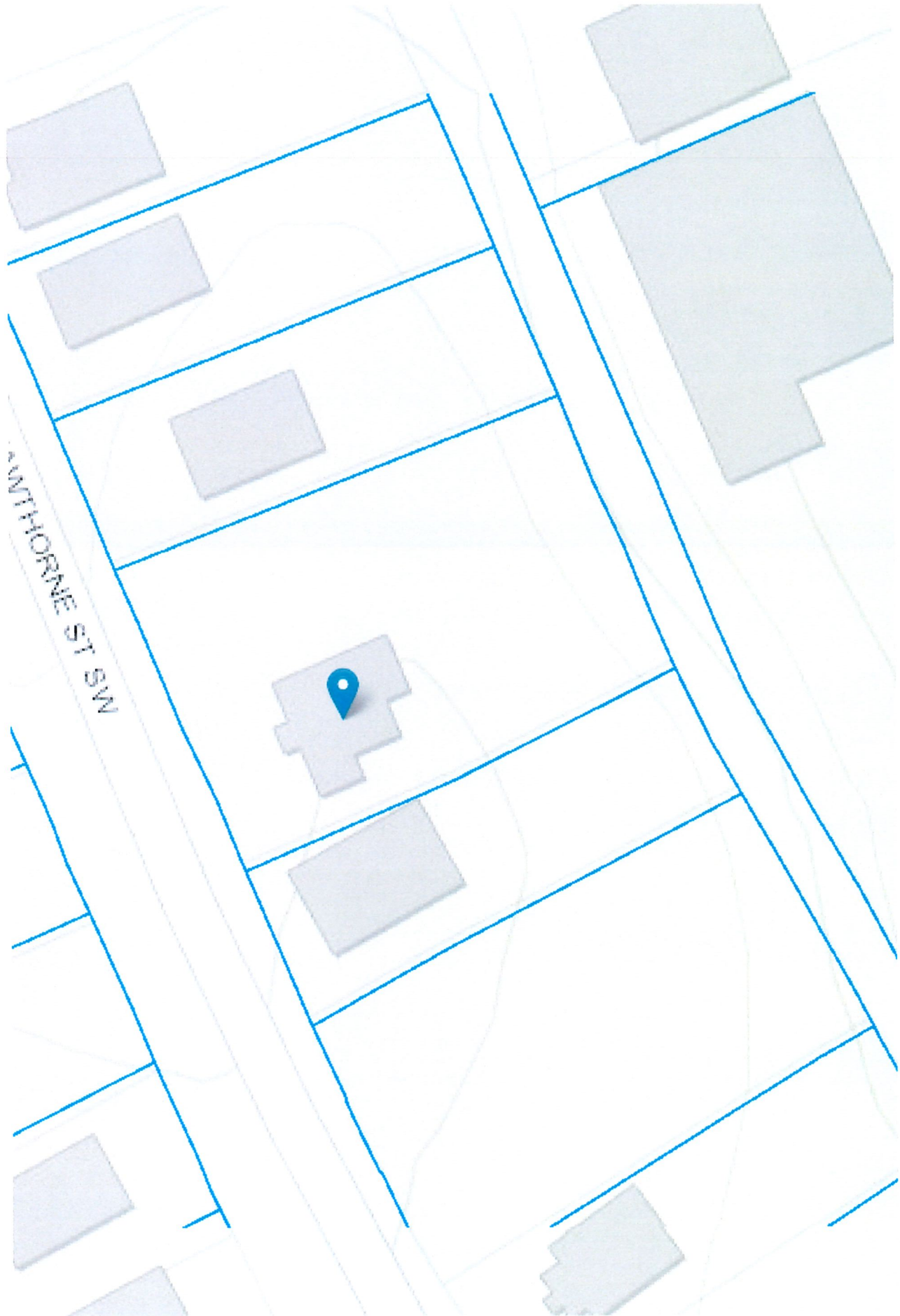
Proposed  
Abandoned Alley

29 Hawthorne

HAWTHORNE ST SW

Lat: 35.39920627027667 Lon: -80.5935631283037







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

|                   |  |                    |                              |
|-------------------|--|--------------------|------------------------------|
| Physical Address: | 29 HAWTHORNE ST SW CONCORD NC<br>28027 | PIN14:             | 56205309270000               |
| Account Name 1:   | MAIZONET JOSEPH RICHARD                | Account Name 2:    | MAIZONET MARLINE WF          |
| Mailing Address:  | 2134 HOLDEN AVE SW                     | Mailing City:      | CONCORD                      |
| Mailing State:    | NC                                     | Mailing Zip Code:  | 28025                        |
| Property Real ID: | 11-003 -0074.00                        | Plat Book:         | 00001                        |
| Plat Page:        | 00073                                  | Land Units:        | 1                            |
| Units Type:       | LT                                     | Land Value:        | LT                           |
| Building Value:   | 55490                                  | OBXF Value:        | 3600                         |
| Assessed Value:   | 77090                                  | Market Value:      | 77090                        |
| Sale Year:        | 2019                                   | Sale Month:        | 4                            |
| Sale Price:       | 75000                                  | Deed Book:         | 13446                        |
| Deed Page:        | 0242                                   | Fire District:     |                              |
| Zoning:           | RV                                     | Elementary School: | Wolf Meadow ES               |
| Middle School:    | Harold E Winkler MS                    | High School:       | Jay M Robinson HS            |
| Precinct Name:    | undefined                              | Legal Description: | LTS 42-45 CITY VIEW BLK<br>A |
| Floodway:         | No                                     | 100 Yr Flood:      | No                           |
| 500 Yr Flood:     | No                                     | Watershed          | undefined                    |
| FIRM Panel Number | 5620                                   |                    |                              |

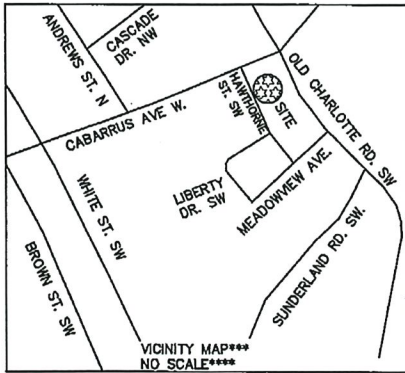
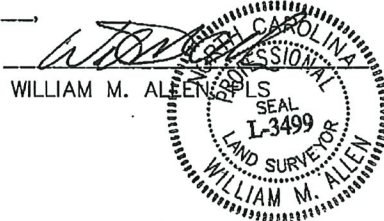
# DAS

## DON ALLEN & ASSOCIATES, P.A.

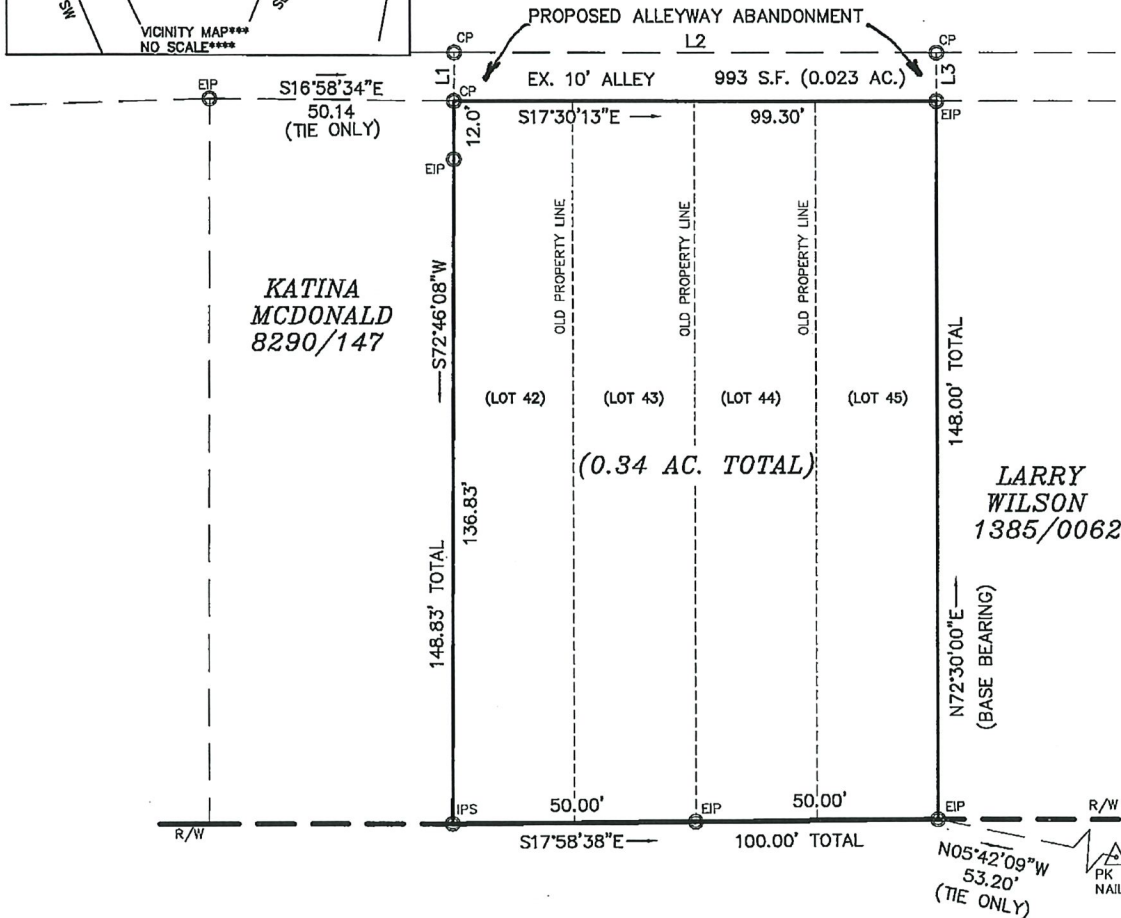
"Since 1971"

Commercial \* Residential \* Mortgage Surveys \* Multi-Family  
Construction Staking \* Subdivision Design \* Topographical  
131 Crosslake Park Drive - Suite 102 \* Mooresville \* NC \* 28117  
(704) 664-7029 (704) 664-8041 Fax

I, certify that this map was drawn under my supervision from an actual survey made under my supervision recorded in deed book 13446, page 0242, and/or plat book 1, page 73, that the ratio of precision is 1':10,000, that this map was prepared in accordance with the General Statutes of North Carolina Chapter 89C. my hand and seal on the 21, day of MARCH, A.D. 20 22.

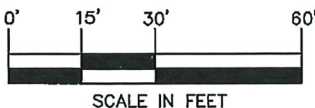


| LINE TABLE |               |        |
|------------|---------------|--------|
| LINE       | BEARING       | LENGTH |
| L1         | S 72°46'08" W | 10.00' |
| L2         | N 17°30'13" W | 99.25' |
| L3         | N 72°30'00" E | 10.00' |



- LEGEND**
- ☉ = P.P. = POWER POLE
  - CP = COMPUTED POINT
  - E.I.P. = EXISTING IRON FOUND
  - I.P.S. = #4 REBAR SET
  - R/W = RIGHT-OF-WAY

- NOTES**
- 1) THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
  - 2) ACREAGE COMPUTED BY THE COORDINATE METHOD.
  - 3) UNDERGROUND POWER
  - 4) NO GRID MONUMENT FOUND WITHIN 2000 FEET.
  - 5) SETBACKS ARE PER ZONING PROPERTY ZONED CONCORD RV. VERIFY SETBACKS PRIOR TO ANY CONSTRUCTION



SCALE 1" = 30'

ACQUIRED BY:

JOSEPH & MARLINE MAIZONET

FIELD BOOK: N/A  
FILE: CITY VIEW 42-45.DWG  
DC FILE:  
TAX MAP NO: 5820530927

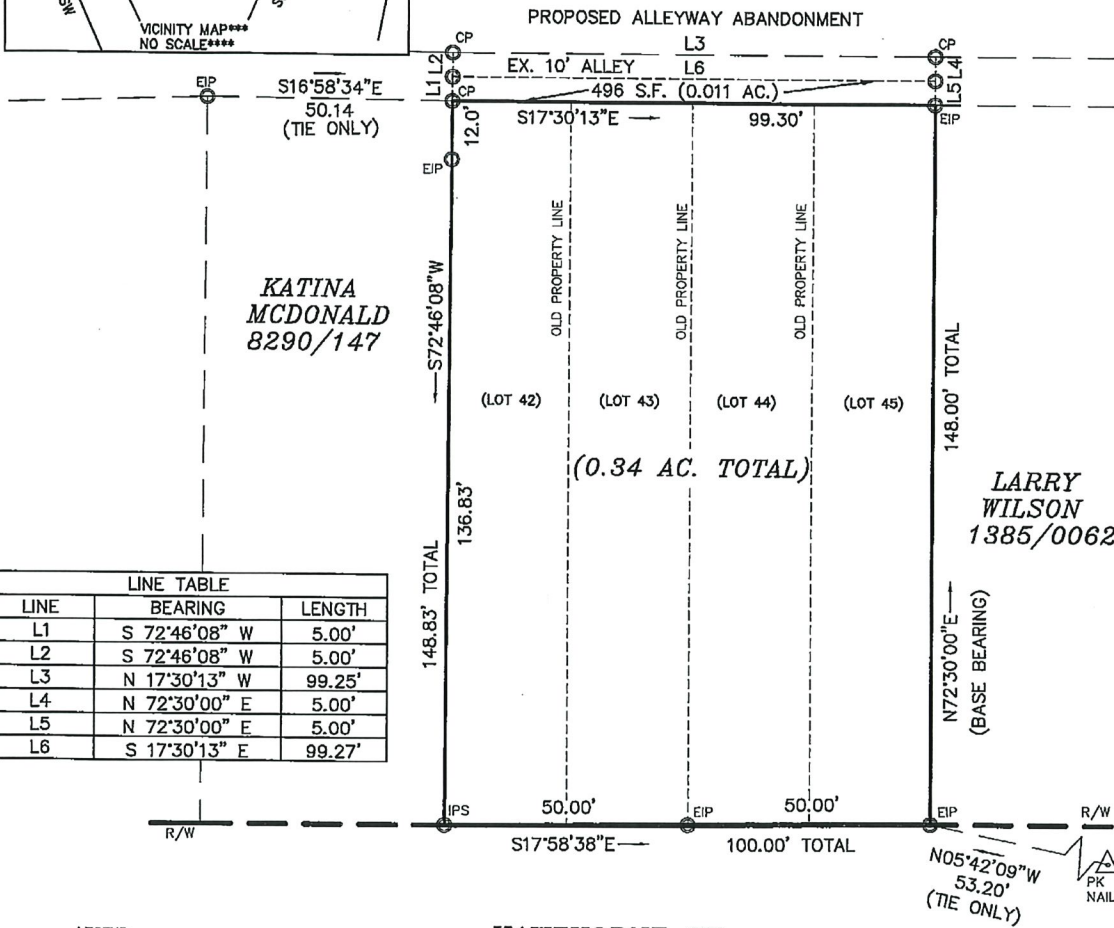
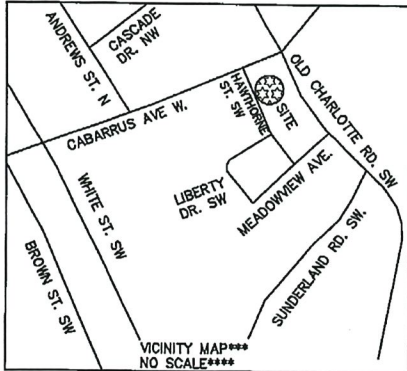
# DAS DON ALLEN & ASSOCIATES, P. A.

"Since 1971"

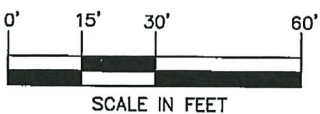
Commercial \* Residential \* Mortgage Surveys \* Multi-Family  
 Construction Staking \* Subdivision Design \* Topographical  
 131 Crosslake Park Drive - Suite 102 \* Mooresville \* NC \* 28117  
 (704) 664-7029 (704) 664-8041 Fax

I, certify that this map was drawn under my supervision from an actual survey made under my supervision recorded in deed book 13446, page 0242, and/or plat book 1, page 73, that the ratio of precision is 1':10,000, that this map was prepared in accordance with the General Statutes of North Carolina Chapter 89C. my hand and seal on the 21, day of MARCH, A.D. 20 22.

*William M. Allen*  
 WILLIAM M. ALLEN  
 NORTH CAROLINA  
 PROFESSIONAL  
 SEAL  
 L-3499  
 LAND SURVEYOR  
 WILLIAM M. ALLEN



LEGEND  
 P.P. = POWER POLE  
 CP = COMPUTED POINT  
 I.P. = EXISTING IRON FOUND  
 I.P.S. = #4 REBAR SET  
 R/W = RIGHT-OF-WAY



## BOUNDARY SURVEY

OF  
 29 HAWTHORNE ST. SW  
 LOTS 42-45 CITY VIEW BLOCK A

SCALE 1" = 30'  
 ACQUIRED BY: JOSEPH & MARLINE MAISONET

- NOTES
- 1) THIS PROPERTY MAY BE SUBJECT TO ANY EASEMENTS AND/OR RIGHTS OF WAY OF RECORD.
  - 2) ACREAGE COMPUTED BY THE COORDINATE METHOD.
  - 3) UNDERGROUND POWER
  - 4) NO GRID MONUMENT FOUND WITHIN 2000 FEET.
  - 5) SETBACKS ARE PER ZONING PROPERTY ZONED CONCORD RV VERIFY SETBACKS PRIOR TO ANY CONSTRUCTION

FIELD BOOK: N/A  
 FILE: CITY VIEW 42-45.DWG  
 DC FILE:  
 TAX MAP NO: 5820530927

Point of Beginning (POB) E 1525144.9, N 603986.8

Edge Table

| Edge | Bearing & Distance     |
|------|------------------------|
| E1   | N17°30'13"W for 99.3'  |
| E2   | N72°46'08"E for 10'    |
| E3   | S17°30'13"E for 99.25' |
| E4   | S72°30'00"W for 10'    |







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.

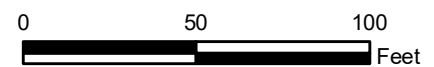
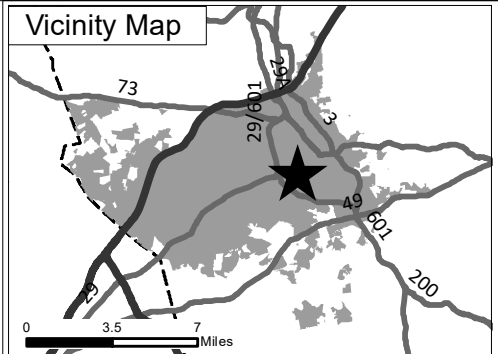


**Proposed Alleyway Abandonment at 29 Hawthorne St SW**

**Concord, NC**

**Legend**

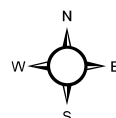
-  Proposed Alleyway Abandonment Area
-  Addresses
-  Street Centerline
-  Parcel Boundaries



1 inch = 55 feet

Coordinate System: NAD 1983 State Plane NC FIPS 3200

Map prepared by City of Concord Planning & Neighborhood Development Department



RESOLUTION AUTHORIZING CONSIDERATION of NEGOTIATED OFFER,  
ADVERTISEMENT, AND UPSET BID

WHEREAS, North Carolina General Statute § 160A-269 permits the City to sell real property by upset bid after the receipt of an Offer to Purchase Property; and

WHEREAS, the City acquired 222 Spring Street Southwest (PIN 5630-05-2771) by Deed recorded on 05/07/1954 in Deed Book 254, at Page 232 of the Cabarrus County Registry for the purpose of utility placement; and

WHEREAS, the City has determined that 0.024 acres, a portion of 222 Spring Street Southwest ("Property") is surplus property and is further described as follows:

Lying and Being in County of Cabarrus in the City of Concord, Township No. 12, Ward No. 4 and being a portion of PIN 5630-05-2771, Tax ID No. 12-036-0152.00, a triangular shaped parcel, specifically labeled as 0.024 Acres or 1038 Square Feet as shown on map titled, "Recombination Survey of between PIN 5630-05-2568 and 5630-05-2771" by Concord Engineering and Surveying, Inc. as shown on Exhibit A.

WHEREAS, on May 11, 2022, the City received an Offer to Purchase the Property from RES-NC Restoration, LLC ("Buyer") for \$ 1,500.00; and

WHEREAS, the Buyer has deposited a 5% deposit of \$75.00 with the City Clerk.

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

1. The City Council intends to accept the offer described above through the upset bid procedure outlined in North Carolina General Statute § 160A-269.
2. The Buyer has submitted seventy-five dollars and no cents (\$75.00) as a deposit to be held by the City Clerk; and
3. The City Clerk shall cause to be published a notice of the proposed sale of the Property, that being further described as a parcel of land, a portion of 222 Spring Street Southwest, PIN 5630-05-2771, Tax ID No. 12-036-0152.00, a triangular shaped parcel, specifically labeled as 0.024 Acres or 1038 Square Feet as shown on map titled, "Recombination Survey of between PIN 5630-05-2568 and 5630-05-2771" by Concord Engineering and Surveying, Inc. The notice shall describe the property, the amount of the offer, the terms under which the sale is to be made, and the terms under which the offer may be upset.
4. Any persons wishing to upset the offer shall submit a bid along with their offer and deposit to the office of the City Clerk within 10 days after the notice of the proposed sale is published.
5. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council.
6. A qualifying higher bid is one that raises the existing offer by not less than ten percent (10%) of the first \$1,000.00 of that offer and five percent (5%) of the remainder of that offer.
7. All bids, including the qualifying higher bid must also be accompanied by a deposit in the amount of five percent (5%) of the total bid; the deposit may be made in cash, cashier's check, or certified check to the City Clerk. The City will return the deposit on any bid not accepted, and will return the deposit on an offer subject to upset if a qualifying higher bid is received.
8. The final sale shall include the following terms:
  - a. The City will convey a portion of 222 Spring Street South, specifically 0.024 Acres or 1038 Square Feet as shown on map titled, "Recombination Survey of between PIN 5630-05-2568 and 5630-05-2771" by Concord Engineering and Surveying, to the Highest Bidder, by North Carolina Special Warranty Deed.



- b. The City will convey the property subject to any and all existing public utility easements, restrictions, rights-of-way, protective covenants, zoning laws, conditions, and any ordinance of record.
  - c. The City will reserve a 10-foot electrical utility easement onto the property, fronting Broad Drive SW.
  - d. The closing shall take place on or before July 15, 2022.
9. The City reserves the right to withdraw the property from sale at any time, before the final high bid is accepted and reserves the right to reject, at any time, all bids.
10. The City Attorney is directed to take all necessary steps to complete the sale in the event no upset bids are received. The City Manager is authorized to execute the necessary instruments to effectuate the sale of 0.024 Acres, a portion of 222 Spring Street Southwest, in accordance with this resolution.

Adopted this \_\_\_\_\_ day of June 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

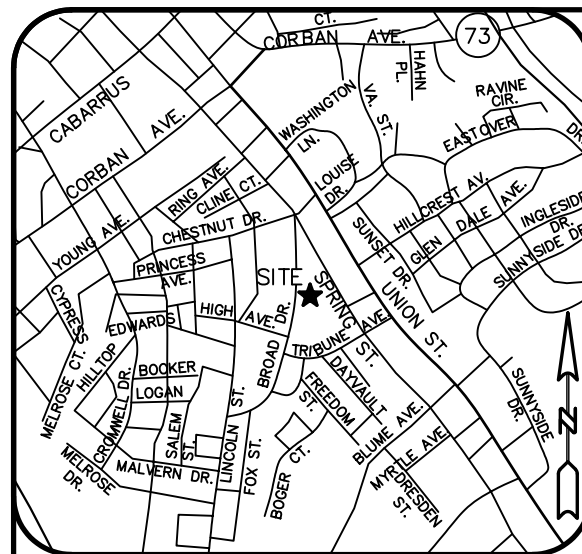
\_\_\_\_\_  
William C. Dusch, Mayor

ATTEST:

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



# EXHIBIT A



VICINITY MAP  
NOT TO SCALE

I, DAVID L. HAYWOOD, JR., CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION (DEEDS AND MAPS RECORDED AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN DEEDS AND MAPS AS SHOWN; THAT THE RATIO OF PRECISION IS 1:10,000+; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G. S. 47-30 AS AMENDED; THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION; THE BASIS OF BEARINGS TAKEN FROM DEED BOOK 252 PAGE 232, AND UNIT OF MEASUREMENT IS U.S. SURVEY FEET.

WITNESS MY ORIGINAL SIGNATURE AND SEAL THIS THE 28TH DAY OF APRIL 2022.

## PRELIMINARY PLAT NOT FOR RECORDATION, CONVEYANCES OR SALES

DAVID L. HAYWOOD, JR., PLS L-4822

PLAT REVIEW OFFICER CERTIFICATE (AS REQUIRED BY NCGS § 47-30.2). STATE OF NORTH CAROLINA COUNTY OF CABARRUS

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

REVIEW OFFICER DATE \_\_\_\_\_

CERTIFICATE OF EXCEPTION PLAT

THIS MAP IS AN EXCEPTION TO THE DEFINITION OF A SUBDIVISION, IS EXEMPT FROM CITY OF CONCORD APPROVAL AS A SUBDIVISION PLAT, AND IS IN ACCORDANCE WITH THE CITY OF CONCORD ZONING REGULATIONS.

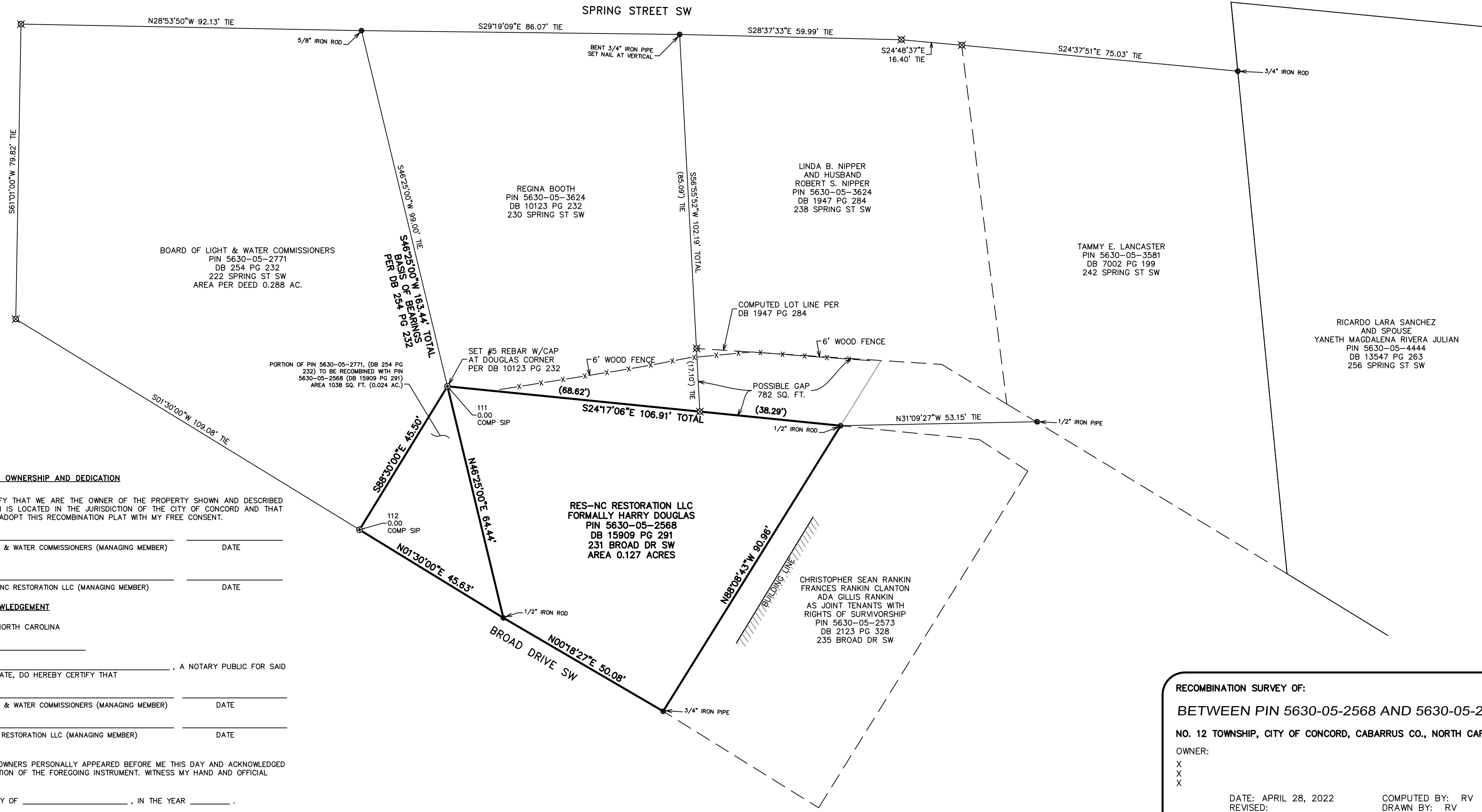
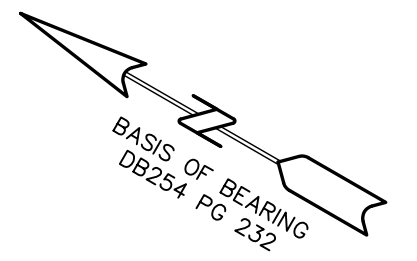
DEVELOPMENT SERVICES DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

NOTES:

1. TRAVERSE ADJUSTED BY THE LEAST SQUARES ADJUSTMENT METHOD.
2. AREAS DETERMINED BY COORDINATE COMPUTATIONS.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
4. NO UNDERGROUND UTILITIES WERE LOCATED WITH THIS SURVEY. BEFORE DOING ANY DIGGING, CALL NC ONE-CALL (1-800-632-4949).
5. AREA IS LOCATED IN FLOOD ZONE X (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN) AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBER 3710563000K; MAP REVISED NOVEMBER 16, 2018.
6. BASIS OF BEARINGS TAKEN AS S 46° 25' W, BEING THE SOUTHEASTERLY LINE OF DEED BOOK 254 PAGE 232, CABARRUS COUNTY REGISTER OF DEEDS. UNITS ARE US SURVEY FEET.

REFERENCES:

1. ALL DEEDS AND MAPS SHOWN HEREON.
2. MAP TITLED "PLAT OF PHYSICAL SURVEY OF 0.193 ACRES - 8413 SQ. FT. SURVEY FOR LAWRENCE A. YEARGIN", BY MEL G. THOMPSON AND ASSOCIATES, PA, DATED JUNE 3, 1998.
3. MAP TITLED "BOUNDARY SURVEY AND SITE PLAN OF 0.337 ACRES - 14,662 SQ. FT. SURVEY FOR RICHARD W. CULP AND PEGGY A. CULP", BY MEL G. THOMPSON AND ASSOCIATES, PA, DATED FEBRUARY 02, 1996.



**CERTIFICATE OF OWNERSHIP AND DEDICATION**

I HEREBY CERTIFY THAT WE ARE THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HERE ON, WHICH IS LOCATED IN THE JURISDICTION OF THE CITY OF CONCORD AND THAT WE DO HEREBY ADOPT THIS RECOMBINATION PLAT WITH MY FREE CONSENT.

BOARD OF LIGHT & WATER COMMISSIONERS (MANAGING MEMBER) \_\_\_\_\_ DATE \_\_\_\_\_

RES-NC RESTORATION LLC (MANAGING MEMBER) \_\_\_\_\_ DATE \_\_\_\_\_

**NOTARY ACKNOWLEDGEMENT**

THE STATE OF NORTH CAROLINA  
COUNTY OF \_\_\_\_\_  
I, \_\_\_\_\_, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT

BOARD OF LIGHT & WATER COMMISSIONERS (MANAGING MEMBER) \_\_\_\_\_ DATE \_\_\_\_\_

RES-NC RESTORATION LLC (MANAGING MEMBER) \_\_\_\_\_ DATE \_\_\_\_\_

THE PROPERTY OWNERS PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL.

THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, IN THE YEAR \_\_\_\_\_.

NOTARY SIGNATURE \_\_\_\_\_  
NOTARY PRINTED NAME \_\_\_\_\_  
MY COMMISSION EXPIRES \_\_\_\_\_

RECOMBINATION SURVEY OF:  
**BETWEEN PIN 5630-05-2568 AND 5630-05-2771**  
NO. 12 TOWNSHIP, CITY OF CONCORD, CABARRUS CO., NORTH CAROLINA

OWNER:  
X  
X  
X  
X

DATE: APRIL 28, 2022  
REVISED:  
SCALE: 1" = 20'  
JOB NO.:

COMPUTED BY: RV  
DRAWN BY: RV  
CHECKED BY: DLH

SCALE IN FEET  
0 20 40 60

**CESI**  
CIVIL - GEOTECHNICAL - SURVEYING  
N.C. FIRM LICENSE NO. C-0263  
45 SPRING STREET SW CONCORD (704) 786-5404  
CONCORD, NC 28025 FAX (704) 786-7454  
ACAD FILE: 231 BROAD ST BNDRY.DWG  
© CESI 2022



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**OFFER TO PURCHASE CONTRACT**

Seller: The City of Concord, a North Carolina municipal corporation

Buyer: RES-NC Restoration, LLC, a North Carolina limited liability company

Property Description is as follows:

Lying and Being in County of Cabarrus in the City of Concord, Township No. 12, Ward No. 4 and being a portion of 222 Spring Street SW, PIN 5630-05-2771, a triangular shaped parcel, specifically labeled as 0.024 Acres (1038 Square Feet) as shown on map titled, "Recombination Survey of between PIN 5630-05-2568 and 5630-05-2771" by Concord Engineering and Surveying, Inc. and is attached as Exhibit A for further reference.

BEING a portion of the property acquired by the Board of Light and Water Commissioners of the City of Concord, as assumed by the City of Concord, a North Carolina municipal corporation, by deed recorded in Deed Book 254, at Page 232and

RES-NC Restoration, LLC, limited liability company, its Successors and/or Assigns ("Buyer") has made an offer to purchase the above-described property for One Thousand, Five Hundred Dollars (\$1,500.00) from the City of Concord, a North Carolina municipal corporation ("Seller") and has left a 5% deposit, that being Seventy-Five Dollars and 00/100 (\$75.00) If the City Council of Concord proposes to accept this offer, the proposed sale must be advertised subject to the upset bid process pursuant to N.C.G. S. § 160A-269.

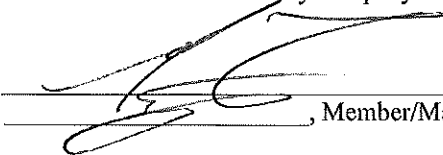
1. The offer set forth herein is a real offer to purchase the Property from the Seller. This offer MUST be accepted and approved by the Concord City Council. Once accepted, the Buyer must deposit 5% of the offered amount to the City Clerk. The offer must then be advertised for upset bid as required by North Carolina General Statute 160A-269.
2. All payments are to be in the form of a money order, cash, or certified bank funds and made to the City Clerk. All bid deposits are non-refundable, unless the bid is upset by another bidder or the offer declined by the Concord City Council.
3. Once the bid period closes, if the Buyer hereunder has the highest bid, the City Council will accept the bid and direct City staff to take the necessary actions to convey the property to the Buyer.
4. The Buyer shall have thirty (30) days after the close of the upset bid period to pay the remaining balance to the City of Concord. If more time is needed in order to close the properties, please contact the City of Concord with the projected time frame needed.
5. The City of Concord will convey title in the name of the Buyer by North Carolina Special Warranty Deed.
6. Payments are made payable to: City of Concord.
7. If Buyer wishes to have the City record the deed, a separate payment in the amount of \$26 must be submitted and made payable to the Cabarrus County Register of Deeds.
8. We strongly suggest a title search as all property is subject to any and all outstanding liens and assessments and sold as is, buyer beware.

*Continued on the Following Page*

This the 11 Day of May, 2022.

Buyer:

REC-NC Restoration, LLC,  
A North Carolina limited liability company

By:  \_\_\_\_\_, Member/Manager

Seller:

CITY OF CONCORD,  
A North Carolina municipal corporation

ATTEST:

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

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

(Corporate Seal)

APPROVED AS TO FORM

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

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

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





**RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE BOARDS OF ELECTIONS**

*WHEREAS*, the City Council of the City of Concord, North Carolina has adopted the following bond order and such bond order should be submitted to the voters of the City of Concord, North Carolina for their approval or disapproval in order to comply with the constitution and laws of North Carolina:

**“BOND ORDER AUTHORIZING THE ISSUANCE OF \$60,000,000 GENERAL OBLIGATION PARKS AND RECREATION BONDS OF THE CITY OF CONCORD, NORTH CAROLINA;”**

*NOW, THEREFORE*, be it resolved by the City Council (the “*City Council*”) of the City of Concord, North Carolina, as follows:

(1) For the purpose of determining the question whether the qualified voters of the City of Concord, North Carolina shall approve or disapprove (a) the indebtedness to be incurred by the issuance of the General Obligation Parks and Recreation Bonds of the City authorized by said bond order, which indebtedness shall be secured by a pledge of the City’s full faith and credit and (b) the levy of a tax for the payment thereof, said bond order shall be submitted to the qualified voters of said City at a special bond referendum to be held in said City on November 8, 2022.

(2) The City Clerk is hereby authorized and directed to publish a notice of said referendum which shall be entitled “**CITY OF CONCORD, NORTH CAROLINA NOTICE OF SPECIAL BOND REFERENDUM.**” Said notice of referendum shall be published at least twice. The first publication shall be not less than 14 days and the second publication shall be not less than 7 days before the last day on which voters may register for the special bond referendum.

(3) The Cabarrus County Board of Elections is hereby requested to print and distribute the necessary ballots and to provide the equipment for the holding of said referendum and to conduct and to supervise said referendum.

(4) The ballots to be used at said referendum will indicate that it is being held on behalf of the City of Concord, North Carolina and will contain the following words:

“*SHALL* the order authorizing \$60,000,000 of bonds plus interest to provide funds to pay capital costs of providing parks and recreation facilities, including without limitation land, athletic fields, parks, shelters, parking, lighting, trails and greenways and the renovation and improvement of existing facilities, and providing that additional taxes may be levied in an amount sufficient to pay the principal of and interest on the bonds be approved?”;

with squares labeled “**YES**” and “**NO**” beneath or beside such words in which squares the voter may record his or her choice on the question presented; and

(5) The City Clerk shall mail or deliver a certified copy of this resolution to the Cabarrus County Board of Elections within three days after this resolution is adopted.

***BE IT FURTHER RESOLVED*** that this Resolution shall become effective on the date of its adoption.

Read, approved and adopted this 9th day of June, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST:

---

William C. Dusch, Mayor

---

Kim J. Deason, City Clerk



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

I, Kim J. Deason, City Clerk of the City of Concord, North Carolina, ***DO HEREBY CERTIFY*** that the foregoing is a true and exact copy of a resolution titled “**RESOLUTION SETTING A SPECIAL BOND REFERENDUM AND DIRECTING THE PUBLICATION OF NOTICE OF A SPECIAL BOND REFERENDUM AND NOTIFICATION OF THE BOARDS OF ELECTIONS**” duly adopted by the City Council of the City of Concord, North Carolina, at a meeting held on the 9th day of June, 2022 and that such proceedings are to be recorded in the minute books of said City Council.

***WITNESS*** my hand and the seal of the City of Concord, North Carolina, this the \_\_\_\_ day of \_\_\_\_\_, 2022.

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

(SEAL)



APPLICATION FOR FORMAL RECOGNITION OF NEIGHBORHOOD ORGANIZATIONS

1. Name of Neighborhood Organization
The Courtyards on Poplar Tent

2. Type of Organization ( please check one)
Neighborhood Association [ ] Homeowner Association [X]
Other (specify):

3. Neighborhood Boundaries. Please include all street names and block numbers for partial streets. (Additional pages and/or map may be attached)
Poplar View Drive & Treetop Way

4. Estimated number of households in neighborhood: 80

5. Please list below the names, addresses, phone numbers and email addresses of the officers for your Neighborhood Organization. (\*If officers' titles are different than those listed, please indicate below.)

Name: Cheryl Milam Title: President
Address: 9028 Treetop Way
Phone Number: 980-521-0848 Email: dcmilam@bptmail.com

Name: Debasish Banerjee Title: Vice President
Address: 9024 Treetop Way
Phone Number: 828-331-0424 Email: banerjeeofranchi@gmail.com

Name: Marc Shepherd Title: Treasure
Address: 656 Poplar View Drive
Phone Number: 704-408-4666 Email: mshepherd666@yahoo.com

Name: Mitch Peretz Title: Secretary
Address: 716 Poplar View Drive
Phone Number: 623-466-3915 Email: mitch.peretz@gmail.com

Other Board members (attached separate sheet if necessary)

Name: Erika Leipold

Title:

Address: 648 Poplar View Drive

Phone Number: 704-293-0444

Email: ELEIPOLD2@GMAIL.COM

5. What is your association's meeting schedule? Please provide the date(s) and time(s), for future meetings.

3rd Thursday of each month. 1pm.

6. Location of meeting(s): Clubhouse -9003 Treetop Way

7. When is the election of officers held? February

8. If your organization has a website, please list it so that we can link it to the City's Neighborhood Program page.

9. Is membership to your organization open to anyone who lives or owns property in the neighborhood regardless of race, religion, color, sex, national origin, familial status, or disability?  Yes  No

**Please attach the following:**

1. Paragraph about the history/character of the neighborhood
2. List of neighborhood goals
3. Map of neighborhood boundaries
4. Copy of By-Laws/Constitution /Principles of Operation

Cheryl Milam  
Applicant's Name (please print)

HOA President  
Applicant's Title

Cheryl Milam  
Applicant's Signature

4/28/2022  
Date of Application

**PLEASE RETURN FORM AND DIRECT QUESTIONS TO:**

Katherine Ramirez Campbell  
Community Outreach Coordinator  
City Manager's Office  
35 Cabarrus Ave West  
Concord, NC 28025-0308  
Phone: 704.920.5298  
Email: ramirezkc@concordnc.gov



## **History and Character of the Neighborhood**

The Courtyards on Poplar Tent is a 55+ planned community in Concord, designed, developed, and built by Epcon Communities Inc. between 2019 and 2022. There are 87 single family homes, each with a private courtyard. There is also a clubhouse, a pool, a walking trail which borders a pond with a fountain, and two small landscaped, green spaces. The HOA maintains the common areas and yards outside each homeowner's courtyard. Activities in the clubhouse and neighborhood are organized by committees and volunteers. The community is administered by the HOA Board of Directors and a professional management company according to the CCR's, By-Laws, and Policies and Guidelines.

## **Neighborhood Goals**

1. Provide an attractive, well maintained, and safe community where residents are free from yard maintenance.
2. Create a socially active community where everyone is welcome to participate.
3. Develop a community where residents look out for one another, where people care about and support each other.



RESOLUTION OF SUPPORT FROM THE NORTH CAROLINA DAPARTMENT OF  
TRANSPORTATION TO ABANANDON A PUBLIC RIGHT-OF-WAY

WHEREAS, the property owners HSREI LLC and HGREI LLC have petitioned the North Carolina Department of Transportation (NCDOT) to abandon a section of right-of-way of Stowe Ln (SR 2839); and

WHEREAS, the City of Concord is in support of the North Carolina Department of Transportation (NCDOT) to abandon a section of right-of-way of Stowe Ln (SR 2839)

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Concord respectfully supports the petition from HSREI LLC and HGREI LLC from North Carolina Department of Transportation to abandon the road from the State Maintenance System.

Adopted this 12th day of May, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

ATTEST:

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



**BY-LAWS**

**OF**

**THE COURTYARDS ON POPLAR TENT HOMEOWNERS ASSOCIATION, INC.**

**Article I      Name, Principal Office, and Definitions**

1.1.    Name.

The name of the corporation is The Courtyards on Poplar Tent Homeowners Association, Inc. ("Association").

1.2.    Principal Office.

The principal office of the Association shall be located in Cabaruss County, North Carolina. The Association may have such other offices, either within or outside North Carolina, as the Board of Directors may determine or as the affairs of the Association may require.

1.3.    Definitions.

Unless otherwise specified, the words used in these By-Laws shall be given their normal, commonly understood definitions. Capitalized terms shall have the same meaning as set forth in that certain Declaration of Covenants, Conditions, and Restrictions for The Courtyards on Poplar Tent, executed and recorded by Epcon Poplar Tent, LLC (with its successors and assigns, the "Declarant") in the Office of the Register of Deeds of Cabaruss County, North Carolina (as it may be amended and supplemented from time to time, the "Declaration"). The term "majority," as used in these By-Laws, means those votes, Owners, or other group, as the context may indicate, totaling more than 50% of the total eligible number.

**Article II      Membership: Meetings, Quorum, Voting, Proxies**

2.1.    Membership.

The Association initially shall have two classes of membership, Class "A" and Class "B," as more fully set forth in the Declaration, the rights of which shall vary by class to the extent provided in the Articles of Incorporation, the Declaration, and/or these By-Laws. The Declarant, by recording of the Declaration, and each Owner of a Lot, by accepting record title to the Lot or recordation of a contract of sale, is deemed to consent to membership in the Association. Membership shall be resigned or transferred only upon transfer of title to the Lot as provided in the Declaration. The provisions of the Declaration pertaining to membership and the designations, qualifications, rights, privileges, and obligations of each class of membership are incorporated by this reference.

2.2.    Place of Meetings.

Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the Members as the Board may designate.

2.3.    Annual and Regular Meetings.

The first meeting of the Association, whether a regular or special meeting, shall be held within one year after the date of incorporation of the Association. The Board shall schedule subsequent regular annual meetings to occur during the fourth quarter of the Association's fiscal year, on such date and at such time and place as the Board

## 2.7. Adjournment of Meetings.

If any meeting of the Members cannot be held because a quorum is not present, a majority of the Members who are present or represented by proxy at such meeting may adjourn the meeting to a time not less than five nor more than 30 days from the time the original meeting was called to a different date, time, or place, and notice need not be given of the new date, time, or place, if announced at the meeting before adjournment. At the reconvened meeting, if a quorum is present, any business may be transacted which might have been transacted at the meeting originally called. If a time and place for reconvening the meeting is not fixed by those in attendance at the meeting when originally called, or if for any reason a new date is fixed for reconvening the meeting or a new record date is set after adjournment, the Board shall provide notice of the time and place for reconvening the meeting in the manner prescribed for regular meetings in Section 2.5(a).

Members or their proxies present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the departure of a sufficient number of Members to leave less than a quorum; however, at least a majority of the votes required to constitute a quorum, or such larger percentage as may be required under the Declaration, these By-Laws, or applicable law for specific actions, must approve any action taken. Provisions of the Declaration regarding voting by co-Owners are incorporated herein by this reference.

## 2.8. Voting.

Members shall have such voting rights as are set forth in the Declaration, which provisions are specifically incorporated by this reference. To the extent permitted by North Carolina law, a membership vote on any matter may be conducted at a meeting or by ballot cast by mail, facsimile transmission, or electronic message as provided in Section 2.12, or by any combination of those methods, as the Board determines appropriate. The Board shall establish voting procedures to provide reasonable assurance that the person casting the vote is the Member or the Member's proxy appointed pursuant to Section 2.9.

## 2.9. Proxies.

Members may vote in person or by proxy, subject to the limitations of North Carolina law and subject to any specific provision to the contrary in the Declaration or these By-Laws. Every proxy shall be in writing, shall identify the Lot for which it is given, and shall be signed by the Member or his duly authorized attorney-in-fact, dated, and filed with the Secretary of the Association prior to the meeting for which it is to be effective. The Board may, in its discretion, accept proxies filed in person, by mail, by facsimile transmission, or electronically, provided they are signed and the Board has no reason to question the validity of the proxy. The Association shall have no obligation to recognize any proxy that is not actually received prior to the deadline established by the Board for delivery of proxies (which deadline may be earlier for proxies sent via mail, facsimile or electronic transmission). Unless otherwise specifically provided in the proxy, a proxy shall be presumed to cover all votes which the Member giving such proxy is entitled to cast, and in the event of any conflict between two or more proxies purporting to cover the same voting rights, the later dated proxy shall prevail, or if dated as of the same date, both shall be deemed invalid.

Every proxy shall be revocable unless otherwise specifically stated in the proxy and coupled with an interest which has not been extinguished. A proxy shall automatically terminate upon: (a) transfer of title to any Lot for which it was given; (b) receipt by the Secretary of written notice of revocation of a revocable proxy or of the death or judicially declared incompetence of the Member who signed the proxy; (c) attendance and voting by the Member at the meeting; or (d) 11 months from the date of the proxy, unless a shorter period is specified in the proxy, in which case the period specified in the proxy shall control, subject to termination due to other events specified in this paragraph.

of electronic balloting, a written record of the results of the balloting) shall be filed with the minutes of the membership and shall have the same force and effect as a vote of the Members at a meeting.

(d) Whenever the governing documents permit action to be taken by affirmative vote or written consent, a written consent or a written or electronic ballot received pursuant to either subsection (a) or subsection (b) above shall constitute written consent for purposes of such provision.

(e) Nothing in this Section shall authorize action without the approval of such persons or entities whose approval is specifically required for such action under the Governing Documents.

### Article III Board of Directors: Selection, Meetings, Powers

#### A. Composition and Selection.

##### 3.1. Governing Body: Qualifications.

The affairs of the Association shall be governed by a Board of Directors, each of whom shall have one vote. Except with respect to directors appointed by the Declarant, directors shall be Owners or residents of Lots. A "resident" shall be any natural person 18 years of age or older whose principal residence is a Lot within the Courtyards on Poplar Tent. No more than one eligible person from any Lot may serve on the Board at any time. If an Owner is a legal entity, any officer, director, or partner, or any other representative designated in writing by the Owner, shall be eligible to serve as a director unless the Owner otherwise specifies by written notice to the Association; provided, no Owner may have more than one such representative serving on the Board at a time, except in the case of directors appointed by the Declarant.

##### 3.2. Number of Directors.

The Board shall consist of three to five directors, as provided in Section 3.3.

##### 3.3. Selection of Directors; Term of Office.

(a) Initial Board. The initial Board shall consist of the three directors identified in the Articles of Incorporation, who shall serve until their successors are appointed or elected as provided in this Section 3.3.

(b) Directors During Class "B" Control Period. The Class "B" Member shall be entitled to set the number of directors and appoint, remove, and replace the members of the Board in its sole discretion until termination of the Class "B" Control Period.

##### (c) Directors After the Class "B" Control Period.

(i) Not later than 90 days after termination of the Class "B" Control Period, the President shall call for an election by which the Class "A" Members shall be entitled to elect all five directors. Three directors shall serve a term expiring at the second annual meeting following the six-month anniversary of their election and two directors shall serve a term expiring at the first annual meeting following the six-month anniversary of their election, as such directors determine among themselves.

(ii) Upon expiration of the term of office of each director elected by the Class "A" Members, Class "A" Members shall be entitled to elect a successor to serve a term of two years. Directors elected by the Class "A" Members shall hold office until their respective successors have been elected. Directors may be elected to serve any number of consecutive terms.

In the event of the death, disability, or resignation of a director elected by Class "A" votes, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next election of directors by the Class "A" Members, at which time the Class "A" Members may elect a successor for the remainder of the term.

Declarant, in its capacity as such, shall have no right unilaterally to remove or replace directors elected by the Class "A" Members (but may cast any Class "A" votes it holds for or against the removal of directors), and neither the Class "A" Members nor the Board shall have any right to remove or replace directors appointed by the Class "B" Member or the Declarant. The Declarant shall be entitled to appoint a successor to fill any vacancy on the Board resulting from the death, disability, or resignation of a director appointed by the Declarant.

**B. Meetings.**

**3.6. Organizational Meetings.**

The first meeting of the Board shall be held immediately following each annual meeting of the membership.

**3.7. Regular Meetings.**

Regular meetings of the Board may be held at such time and place as a majority of the directors shall determine, but at least four such meetings shall be held during each fiscal year with at least one per quarter.

**3.8. Special Meetings.**

Special meetings of the Board shall be held when called by written notice signed by the President or Vice President or by any two of the directors then in office.

**3.9. Notice: Waiver of Notice.**

(a) Notices of Board meetings shall specify the time and place of the meeting and, in the case of a special meeting, the nature of any special business to be considered. The notice shall be given to each director by: (i) personal delivery; (ii) first class mail, postage prepaid; (iii) telephone communication, either directly to the director or to a person at the director's office or home who would reasonably be expected to communicate such notice promptly to the director; or (iv) facsimile, computer, or other electronic mail, messaging, or communication device, with printed confirmation of successful transmission. All such notices shall be given at or sent to the director's telephone number, fax number, electronic mail address, or mailing or physical address as shown on the records of the Association. Notices sent by first class mail shall be deposited into a United States mailbox at least five business days before the time set for the meeting. Notices given by personal delivery, telephone, or electronic communication shall be delivered or transmitted at least 48 hours before the time set for the meeting.

(b) To the extent practical, the Board shall communicate the date, time, and place of regularly scheduled Board meetings by publication in a community newsletter, on a community website, or by electronic mail or other means reasonably designed to make such information available to the Members.

(c) Transactions of any Board meeting, however called and noticed or wherever held, shall be as valid as though taken at a meeting duly held after regular call and notice if (i) a quorum is present and (ii) either before or after the meeting each director not present signs a written waiver of notice, a consent to holding the meeting, or an approval of the minutes. The waiver of notice or consent need not specify the purpose of the meeting. Notice of a meeting also shall be deemed given to any director who attends the meeting without protesting before or at its commencement about the lack of adequate notice.



3.14. Action Without a Formal Meeting.

Any action to be taken at a meeting of the directors or any action that may be taken at a meeting of the directors may be taken without a meeting if all of the directors sign a written consent or consents, setting forth the action so taken. Such consent(s) shall have the same force and effect as though taken at a meeting of the directors. Consents may be filed electronically in accordance with Section 2.12.

C. **Powers and Duties.**

3.15. Powers.

The Board shall have all of the powers and duties necessary for the administration of the Association's affairs and for performing all responsibilities and exercising all rights of the Association as set forth in the Governing Documents, and as provided by law. The Board may do or cause to be done on behalf of the Association all acts and things except those which the Governing Documents or North Carolina law require to be done and exercised exclusively by the membership. Board determinations as to the meaning, scope, and application of Governing Document provisions shall be upheld and enforced so long as such determinations are reasonable.

3.16. Duties.

Duties of the Board shall include, without limitation:

- (a) preparing and adopting, in accordance with the Declaration, an annual budget establishing each Owner's share of the Common Expenses;
- (b) levying and collecting such assessments from the Owners;
- (c) providing for the operation, care, upkeep, and maintenance of the Area of Common Responsibility consistent with the Community-Wide Standard;
- (d) designating, hiring, and dismissing personnel necessary to carry out the Association's rights and responsibilities and where appropriate, providing for compensation of such personnel and for the purchase of equipment, supplies, and materials to be used by such personnel in the performance of their duties;
- (e) depositing all funds received on behalf of the Association in a bank depository which it shall approve, and using such funds to operate the Association; provided, any reserve funds may be deposited, in the Board's best judgment, in depositories other than banks;
- (f) making and amending Restrictions and Rules in accordance with the Declaration;
- (g) opening bank accounts on behalf of the Association and designating the signatories required;
- (h) making or contracting for the making of repairs, additions, and improvements to or alterations of the Common Area in accordance with the Declaration and these By-Laws;
- (i) determining when action to enforce the Governing Documents is appropriate and the nature of any sanctions to be imposed and bringing any proceedings which may be instituted on behalf of or against the Owners concerning the Association; provided, the Association's obligation in this regard shall be conditioned in the manner provided in the Declaration;
- (j) obtaining and carrying property and liability insurance and fidelity bonds, as provided in the Declaration, paying the cost thereof, and filing and adjusting claims, as appropriate;

directors' and members' meetings and for authenticating records of the Association. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board, shall sign all checks and promissory notes of the Association, shall keep proper books of account. The Treasurer shall have primary responsibility for preparation of the budget as provided for in the Declaration and may delegate all or part of the preparation and notification duties to a finance committee, management agent, or both.

## Article V Committees

### 5.1. General.

The Board may appoint such committees as it deems appropriate to perform such tasks and to serve for such periods as the Board may designate by resolution. Each committee shall operate in accordance with the terms of such resolution.

### 5.2. Covenants Committee.

In addition to any other committees that the Board may establish pursuant to Section 5.1, the Board may appoint a Covenants Committee consisting of at least three Members who are neither officers nor directors of the Association, nor the spouse, parent, sibling, or child of any officer, director or employee. Acting in accordance with the provisions of the Declaration, these By-Laws, and resolutions the Board may adopt, the Covenants Committee, if established, shall be the hearing tribunal of the Association and shall conduct all hearings held pursuant to Article VIII of these By-Laws. The Covenants Committee shall have no responsibility for seeking out violations of the Governing Documents.

## Article VI Standards of Conduct; Liability; and Indemnification

### 6.1. Standards for Directors and Officers.

The Board shall exercise its powers in a reasonable, fair, and nondiscriminatory manner and shall adhere to the procedures established in the Governing Documents.

In performing their duties, directors and officers shall act as fiduciaries and shall be insulated from liability as provided for directors of corporations under state law and as otherwise provided by the Governing Documents. Directors and officers shall discharge their duties as directors or officers, and as members of any committee to which they are appointed, in good faith, in a manner that the director or officer believes to be in the best interest of the corporation, and with the care that an ordinarily prudent person in a like position would exercise under similar circumstances. A director is entitled to rely on information, opinions, reports, or statements, including financial statements and other financial data, prepared or presented by others to the extent authorized under the North Carolina Nonprofit Corporation Act.

### 6.2. Liability.

The officers, directors, and committee members of the Association shall not be liable for any mistake of judgment, negligent or otherwise, or for any action taken or omitted in such capacities, except for their own individual willful or wanton misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made or action taken in good faith on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association).

### 6.3. Indemnification.

Subject to the limitations of North Carolina law, the Association shall indemnify every officer, director, and committee member against all damages and expenses, including counsel fees and expenses, reasonably incurred

on behalf of the Association, in either case approved by a majority of the total number of directors, excluding any director to whom such payment is proposed to be made or whose business, business associate, or relative is proposed to receive such payment.

Nothing herein shall preclude directors appointed by the Declarant from being employed by or otherwise transacting business with the Declarant or its affiliates, or preclude the Declarant from transacting business with the Association or its contractors, notwithstanding the fact that the Board may include directors appointed by the Declarant.

## Article VII Management and Accounting

### 7.1. Compensation of Directors and Officers.

Directors and officers shall not receive any compensation from the Association for acting as such unless approved by Members representing a majority of the total Class "A" votes in the Association at a regular or special meeting of the Association and, during the Development and Sale Period, the written consent of the Declarant. Any director or officer may be reimbursed for expenses incurred on behalf of the Association upon approval of a majority of the other directors. Nothing herein shall prohibit the Association from compensating a director or officer, or any entity with which a director or officer is affiliated, for services or supplies furnished to the Association in a capacity other than as a director or officer pursuant to a contract or agreement with the Association, provided that such directors or officer's interest was made known to the Board prior to entering into such contract and such contract was approved by a majority of the Board, excluding any interested director.

### 7.2. Right of Declarant to Disapprove Actions.

So long as the Class "B" membership exists, the Declarant shall have a right to disapprove any action, policy, or program of the Association, the Board and any committee which, in the sole judgment of the Class "B" Member or the Declarant, would tend to impair rights of Declarant or Builders under the Declaration or these By-Laws, or interfere with development or construction of any portion of the Courtyards on Poplar Tent, or diminish the level of services being provided by the Association. The Board shall not implement any action, policy, or program subject to the right of disapproval set forth herein unless and until the requirements of this Section have been met.

(a) Notice. The Declarant shall be given written notice of all meetings and proposed actions approved at meetings (or by written consent in lieu of a meeting) of the Association, the Board or any committee. Such notice shall be given by certified mail, return receipt requested, or by personal delivery at the address it has registered with the Secretary of the Association, which notice complies as to Board meetings with Section 3.9, and which notice shall, except in the case of the regular meetings held pursuant to the By-Laws, set forth with reasonable particularity the agenda to be followed at such meeting.

(b) Opportunity to be Heard. The Declarant shall be given the opportunity at any such meeting to join in or to have its representatives or agents join in discussion from the floor of any prospective action, policy, or program which would be subject to the right of disapproval set forth herein.

The Declarant or its representatives or agents shall make their concerns, thoughts, and suggestions known to the Board and the members of the subject committee. The Declarant, acting through any officer or director, agent, or authorized representative, may exercise its right to disapprove at any time within 10 days following the meeting at which such action was proposed or, in the case of any action taken by written consent in lieu of a meeting, at any time within 10 days following receipt of written notice of the proposed action. This right to disapprove may be used to block proposed actions but shall not include a right to require any action or counteraction on behalf of any committee, the Board, or the Association. The Declarant shall not use its right to disapprove to reduce the level of services which the Association is obligated to provide or to prevent capital repairs or any expenditure or other action required to comply with applicable laws and regulations.

any annual meeting or any special meeting duly called for that purpose, the Association shall provide an audited financial statement.

7.5. Borrowing.

The Association shall have the power to borrow money for any legal purpose; provided, the Board shall obtain Member approval in the same manner provided in the Declaration for Special Assessments if the proposed borrowing is for the purpose of making discretionary capital improvements and the total amount of such borrowing, together with all other debt incurred within the previous 12-month period, exceeds or would exceed 20% of the Association's budgeted gross expenses for that fiscal year. During the Class "B" Control Period, no Mortgage lien shall be placed on any portion of the Common Area without such approval as may be required under Article XVI of the Declaration.

7.6. Right to Contract.

The Association shall have the right to contract with any Person for the performance of various duties and functions. This right shall include, without limitation, the right to enter into common management, operational, or other agreements with trusts, condominiums, cooperatives, or other owners or residents associations, within and outside the Courtyards on Poplar Tent. Any common management agreement shall require the consent of a majority of the total number of directors on the Board.

7.7. Agreements, Contracts, Deeds, Leases, Checks, Etc.

All agreements, contracts, deeds, leases, checks, and other instruments of the Association shall be executed by at least two unrelated officers or by such other person or persons as the Board may designate by resolution and subject to any limitations set forth in such resolution.

**Article VIII Enforcement Procedures**

The Association shall have the power, as provided in the Declaration, to impose sanctions for any violation of the Governing Documents. To the extent specifically required by the Declaration, the Board shall comply with the following procedures prior to imposition of sanctions:

8.1. Notice and Response.

The Board or its delegate shall serve the alleged violator with written notice, by certified mail, return receipt requested, (a) describing the alleged violation or property damage which is the basis of the proposed sanction or amount due to the Association, as applicable; (b) describing the proposed sanction to be imposed; (c) informing the alleged violator that he or she has 10 days after receipt of the notice to present a written request for a hearing to the Board or the Covenants Committee, if one has been appointed pursuant to Article V; and (d) if the alleged violator fails to respond to the notice within the 10-day period, the Board may impose the proposed sanction. If the hearing is to be held before a Covenants Committee, the notice shall also state that the alleged violator has the right to appeal the decision of the Covenants Committee to the Board.

If the alleged violator cures the alleged violation and notifies the Board in writing within such 10-day period the Board may, but shall not be obligated to, waive the sanction. Such waiver shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person.

Prior to the effectiveness of sanctions imposed pursuant to this Article VIII, proof of proper notice shall be placed in the minutes of the Board or Covenants Committee, as applicable. Such proof shall be deemed adequate if a copy of the notice, together with a statement of the date and manner of delivery, is entered by the officer, director, or agent who delivered such notice. The notice requirement shall be deemed satisfied if the alleged violator or its representative requests and appears at the hearing.



(iii) the minutes of all Membership meetings records of all actions approved by the Members for the three most recent years;

(iv) all written communications directed to the Members generally during the preceding three years;

(v) copies of the financial statements for the three most recent years;

(vi) a list of the names and business or home addresses of its current directors and officers; and

(vii) its most recent annual report filed with the Secretary of State.

(b) **Turnover of Books and Records.** Within 60 days after termination of the Class "B" Control Period, the Declarant shall deliver to the Association all property, books, and records of the Association in the Declarant's possession.

(c) **Inspection by Members and Mortgagees.** Within five days after receipt of a written request to inspect the Association's books and records the Board shall make available for inspection and copying by any Member, any holder, insurer or guarantor of a first Mortgage on a Lot, or the duly appointed representative of any of the foregoing at such reasonable time and location as the Board may specify, any of the books and records listed in subsection (a) of this Section and specified in such written request, provided that a Member shall only be entitled to inspect the books and records enumerated in the above clauses (i) through (vii) if the following are true: (i) the Member's demand is made in good faith and for a proper purpose; (ii) the Member describes with reasonable particularity the purpose and the records the Member desires to inspect; and (iii) the records are directly connected with said purpose.

(d) **Rules for Inspection.** The Board shall establish rules with respect to:

(i) notice to be given to the custodian of the records;

(ii) hours and days of the week when such an inspection may be made; and

(iii) payment of the cost of reproducing documents requested.

(e) **Inspection by Directors.** Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make a copy of relevant documents at the Association's expense.

#### 9.5. Notices.

(a) **Form of Notice and Method of Delivery.** Except as otherwise provided in the Declaration or these By-Laws or by law, all notices, demands, bills, statements, or other communications under the Declaration or these By-Laws shall be in writing and may be delivered in person, by United States mail, by private carrier, or if the intended recipient has given its prior written authorization to use such method of delivery, by telephone facsimile or electronic mail with written confirmation of transmission.

(b) **Delivery Address.** Notices shall be delivered or sent to the intended recipient as follows:

(i) if to a Member, at the address, telephone facsimile number, or e-mail address which the Member has designated in writing and filed with the Secretary or, if no such address has been designated, at the address of the Lot of such Member;

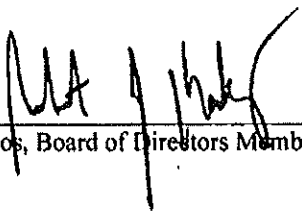
CERTIFICATION

I, the undersigned, do hereby certify:

That I am a duly elected and acting Member of the Board of Directors of The Courtyards on Poplar Tent Homeowners Association, Inc., a North Carolina corporation;

That the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted by resolution of the Board of Directors thereof as of the 20<sup>th</sup> day of MARCH 2020.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed the seal of said Association this 20<sup>th</sup> day of March, 2020.

  
\_\_\_\_\_  
Robert Kardos, Board of Directors Member (seal)

**MEMO**

**To:** Lloyd Wm. Payne, Jr., City Manager

**From:** Katherine Ramirez Campbell, Community Outreach Coordinator

**Date:** May 31, 2021

**Subject:** Neighborhood Matching Grant Funding Recommendation FY 2022-2023

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The following is a brief description of NMG projects, which are being recommended for funding. The review committee determined that these ten projects best meet the criteria for funding.

***Bedford Farms***

**Trail Phase 2**

**Project Amount - \$5,700**

Request \$2,850 matching grant funds to support the continuation of their trail project from last year's Neighborhood Matching Grant. This phase will add a border to the pathway and line it with a mulch type material for the first part of the trail.

**Funding Request- \$2,850**

***Brookvue***

**Playground Expansion & Tree Installation**

**Project Amount - \$7,799**

Request \$3,000 matching grant funds to support the installation of 1 spring rider, 1 hose rider, 1 seesaw or teeter totter, and 1 heavy duty trashcan to their playground to meet the need of young children in their neighborhood. Additionally, the community plants to install trees inside the common areas of their neighborhood.

**Funding Request- \$3,000**

***Christenbury Village***

**Entrance Beautification**

**Project Amount - \$11,176**

Request \$3,000 matching grant funds to support the redesign of Christenbury Village's Mew entrance. The neighborhood has contracted a landscaping company to remove dead trees and bushes and replace them with pavers, fresh sod, and plants to correct erosion and drainage issues.

**Funding Request- \$3,000**

***Fairway Ridge***

**Street Sign Replacement Phase 2**

**Project Amount - \$7,169**

Request \$3,000 matching grant funds to support the continuation of the street sign replacements in Fairway Ridge that began in 2020. The neighborhood to replace the aluminum posts and street signs provided by the city with new decorative metal posts. Phase II will complete the project by replacing the information (speed limit, stop, etc.) sign posts to match the street signs.

**Funding Request- \$3,000**

**Hallstead**

**Common Area Border Improvement**

**Project Amount - \$9,122**

Request \$3,000 in matching grant funds to improve the safety of the Nannyberry common area, with the addition of black aluminum barrier fencing and evergreen border trees on the sides adjacent to two private properties on either side of the common area. Currently, there is a steep drop off at the rear edge of this area. This common area is used by the community youth for outdoor recreation and for community building activities hosted by the social events committee.

**Funding Request- \$3,000**

**Highland Creek**

**Pet Waste Stations**

**Project Amount - \$3,500**

Request \$1,750 in matching grant funds to support the installation of additional pet waste on the Cabarrus County side of Highland Creek. These stations would promote clean surroundings and save property owners hours of labor for a crew that would have to wash off roads and sidewalks.

**Funding Request- \$1,750**

**Morris Glen**

**Basketball Resurfacing and Skim Coating**

**Project Amount – \$5,300**

Request \$2,630 in matching grant funds to support the conversion of Morris Glen's old tennis court into a basketball court. The funds for this project were raised by neighborhood's Teen Committee and the project will be completed with volunteer labor from Morris Glen residents.

**Funding Request- \$2,650**

**Moss Creek**

**Picnic Tables at Basketball Court**

**Project Amount - \$5,950**

Request \$2,975 in matching grant funds to support adding picnic tables to the neighborhood's new basketball court. Currently the basketball court does not have any seating. Adding the picnic tables will enable friends and family of the players to watch while being comfortable.

**Funding Request- \$2,975**

**Park View Estates**

**Pool Enhancements**

**Project Amount – \$7,391**

Request \$3,000 in matching grant funds to support enhancing the common area around the community pool. The neighborhood plans to improve the swale area around the pool to improve drainage. Additionally, a storage area will be placed adjacent to the club house to address and eliminate the fire safety issues recently presented by a fire marshal.

**Funding Request- \$3,000**

**Winding Walk**

**Speed Signs**

**Project Amount – \$6,385**

Request \$3,000 in matching grant funds to support the purchase of radar feedback system speed limit signs and periodically move them around high traffic areas. This would create a safer neighborhood and



remind drivers to be cognizant of their speed the end of Manston Place where there is a sharp drop off. The project would provide protection for anyone walking that portion of the road for greater enjoyment. Winding Walk has collaborated with the City of Concord’s Transportation Department for this project.

**Funding Request- \$3,000**

**Projects not recommended for funding:**

**Hearthwood**

**Sidewalk Beautification**

**Project Amount – \$8,374**

Request \$3,000.00 in matching grant funds to support power washing neighborhood sidewalks. The committee decided this request did not meet the criteria of funds allocation because they considered it a maintenance project. Per the policy, “maintenance or repair projects that are the regular responsibility of the Homeowners, Property Owners, or Neighborhood Associations”.

**Moss Creek**

**Basketball Court Renovation**

**Project Amount – \$55,135**

Request \$3,000.00 in matching grant funds to support the renovation of the neighborhood’s outside basketball court. Moss Creek rescinded their application for their Basketball Renovation Project because they had already begun work on the project, making the project ineligible for grant funds. Per the grant policy, “charges incurred before a Change of Scope approval or signed Grant Agreement will not be covered by the grant”.

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 185 Rone Avenue SW., Concord, NC will not be needed by the City until December 2042 at the earliest; and

WHEREAS, the City Council desires to lease the real property of the City described above to Logan Community Day Care Association, Inc., a North Carolina non-profit corporation for an annual lease payment of \$1.00, for a term beginning upon execution, with an option to renew for two five (5) year terms at rates set forth in the lease agreement; and

WHEREAS, the City Clerk has caused to be published at least 30 days prior to June 9, 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 185 Rone Avenue SW., Concord, NC.

Adopted this 9<sup>th</sup> day of June 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

This Lease Agreement (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2022, by and between the CITY OF CONCORD, a North Carolina Municipal corporation (“Lessor”) and Logan Community Day Care Association, Inc. (“Lessee”).

WITNESSETH:

WHEREAS, the City owns the Logan Day Care Center building (“Premises”) located at 185 Rone Avenue, SW, Concord, North Carolina and more particularly described in Exhibit “A” attached hereto and made a part hereof; and

WHEREAS, the Lessee desires to lease the Premises to operate a day care; and

WHEREAS, the City and the Lessee desire to enter into this Agreement for leasing the Premises.

NOW, THEREFORE, For the annual rental amount listed below, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Premises. Subject to the provisions of this Agreement, Lessor hereby leases to Lessee and Lessee leases from Lessor the Premises.
2. Term. The term of tenancy under this lease shall commence on \_\_\_\_\_ day of \_\_\_\_\_ 2022 (“Commencement Date”), and shall terminate on \_\_\_\_\_, 2032. (“Initial Term”). Upon the expiration of the Initial Term of this Agreement, provided this Agreement has not been previously terminated pursuant to the provisions as may be set forth elsewhere herein, this Agreement shall automatically renew for two additional five (5) year renewal terms, unless on or before 30 days prior to the then current Expiration Date of this Agreement, either party has given notice of such party’s intention not to renew for an additional five (5) year renewal term.
3. Rental Amount. The rental amount shall be \$1.00 per year payable on the 10th day of June of each year in advance.
4. Use. During the term of the tenancy, the Premises may be used by Lessee exclusively for the operation of a children’s day care center and for no other purpose, in accordance with the laws and ordinances of the City of Concord and the State of North Carolina. Any use of said Premises for any other purpose may terminate the lease at Lessor’s option.
5. Conditions of Premises, Maintenance and Repairs. It is understood and agreed that Lessee accepts the Premises in the “As Is” physical condition in which the same are now, including all defects, latent or otherwise, existing at the time of the Commencement Date. Any alterations of

said Premises are to be approved in advance in writing by Lessor. Lessee hereby agrees at the termination of this Lease to return the Premises in as good condition as received, reasonable wear and tear and reasonable depreciation excepted. Any additions or alterations to said Premises with the prior approval of Lessor shall be and become a permanent part of the Premises owned by Lessor.

Lessee, at its sole cost and expense, shall be responsible for the following:

- A. All maintenance and repair items to the interior of the Premises including but not limited to all interior trims, finishes and fixtures.
- B. Custodial services, including floor care.
- C. Washing the outside of the building.
- D. Grounds maintenance, including mowing, maintaining the playgrounds, playground equipment, fences, including fencing that secures the playground and designated portions of the shared parking lot.
- E. Keeping the Premises and the entryways, parking areas, sidewalks and delivery areas (if any) clean and free of rubbish, dirt, snow, standing water and ice.
- F. Regular pest control maintenance for the premises.
- G. Replacement of all broken glass including but not limited to glass in all windows and doors.
- H. Reporting to Lessor all HVAC equipment problems promptly to prevent damage, which includes taking normal precautions such as shutting off power to the HVAC equipment in the event of problems.
- I. Keeping the building secure, including, but not limited to operation, registration, annual monitoring and testing of any intruder, fire, panic or other alarm system, whether installed by Lessee or Lessor, and all costs associated therewith.
- J. Prompt removal of any graffiti on the Premises.
- K. Maintain any and all fences located on the Premises and property adjacent thereto.

Lessor, at its sole cost and expense, shall be responsible for the following:

- A. Maintenance, repair or replacement of the exterior building system to include the roof, exterior walls, sub floor, foundation, insulation, doors and windows, with the exclusion of broken glass as specified in G above.
  - B. Regular routine maintenance on the HVAC equipment including annual service, preventative maintenance from time to time and replacement as needed.
  - C. All repairs to the HVAC equipment in the event of equipment failure including periodic replacement of the equipment as required.
6. Utilities. During the term of this Lease, Lessee shall provide and pay for all utilities, including but not limited to electricity, water, stormwater, sewerage, telephone, facsimile, internet, cable and gas (if any) used upon said Premises.
7. Access. Lessor shall have the right to access the Premises at reasonable times for the purpose of inspection for safety and damage; for compliance with all laws and ordinances and to verify that the uses of the Premises are in accordance with terms of this Agreement.



8. Taxes. Property taxes assessed on the real property and structure shall be paid by Lessee. Any and all personal property taxes assessed shall be the responsibility of Lessee.

9. Termination. Either party, upon 60 days written notice to the other, shall have the right to terminate this Agreement. Lessor shall have the right to terminate this Agreement if Lessee fails to meet the terms of this Agreement and fails to cure within sixty (60) days after receipt of written notice of such failure.

10. Liability. To the maximum extent allowed by law, Lessee shall defend, indemnify, and save harmless Lessor, its agents, officers, representatives, and employees, from and against all charges and claims that arise in any manner from, in connection with, or out of this contract as a result of the acts or omissions of Lessee or anyone directly or indirectly employed by Lessee or anyone whose acts may be liable except for damage or injury caused solely by the negligence of Lessor. In performing its duties under this Section, Lessee shall, at its sole expense, defend Lessor, its agents, officers, representatives, and employees with legal counsel reasonably acceptable to Lessor. As used in this Section "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for any actions or damages caused by Lessee, its agents, officers, employees or patrons. Nothing in this section shall affect any warranties in favor of Lessor that are otherwise provided in or arise out of this contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Agreement, or that may arise by operation of law or otherwise. This Section shall remain in force despite termination of this Agreement (whether by expiration of the term or otherwise).

11. Insurance. Lessor reserves the right to insure the Premises entirely as Lessor sees fit. Lessee understands that Lessor is not responsible for insuring Lessee's property or for any damage to the property of Lessee, regardless of cause.

Lessee shall maintain insurance policies at all times with minimum limits as follows:

| <u>Coverage</u>       |                          | <u>Minimum Limits</u>  |
|-----------------------|--------------------------|--|
| Workers' Compensation |                          | \$500,000 each accident, \$500,000 bodily injury by disease, \$500,000 bodily injury by disease policy limit |
| General Liability     | <input type="checkbox"/> | \$500,000 per occurrence   |
| Automobile Liability  | <input type="checkbox"/> | \$500,000 per occurrence   |
| Umbrella              | <input type="checkbox"/> | \$2,000,000 per occurrence   |

Lessee shall provide the City with a **Certificate of Insurance** for review prior to the execution of this Lease Agreement. All Certificates of Insurance will require thirty (30) days

written notice by the insurer or contractor's agent in the event of cancellation, reduction or other modifications of coverage. In addition to the notice requirement above, Lessee shall provide the City with immediate written notice of cancellation, reduction, or other modification of coverage of insurance. Upon failure of the Lessee to provide such notice, Lessee assumes sole responsibility for all losses incurred by the City for which insurance would have provided coverage. The insurance certificate shall be for at least one (1) year and shall be renewed by the Lessee as needed. Lessee shall not allow insurance coverage to laps for the term of the lease. Lessee shall provide an insurance certificate to the City for each renewal or new policy.

The City shall be named as an **additional insured** and it is required that coverage be placed with "A" rated insurance companies acceptable to the City. Statement should read, "City of Concord is to be 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 lease termination. In the event that the Lessee fails to maintain and keep in force the insurance herein required, the City has the right to cancel and terminate the Lease without notice.

12. Notices. For the purposes of this Agreement, all notices to be given hereunder shall be in writing and shall be deemed given when deposited in the United States Mail, postage prepaid, certified, and addressed as follows:

A. LESSOR:

City of Concord  
Attn: Lloyd Wm. Payne, Jr., City Manager  
PO Box 308  
Concord, NC 28026-0308

Copy to:  
VaLerie Kolczynski, City Attorney  
PO Box 308  
Concord, NC 28026-0308

B. LESSEE:

Logan Community Day Care Association, Inc.  
Attn: Amos McClorey, Chair  
PO Box 812  
Concord, NC 28026

13. Condemnation: Definitions. As used in Sections 13-17, the following words have the following meanings:

- (a) Award: the award for or proceeds of any taking, less all expenses in connection therewith, including reasonable attorney's fees.

- (b) Taking: the taking of or damage to the Premises, or any portion thereof, as the result of the exercise of any power of eminent domain, condemnation or purchase under threat thereof or in lieu thereof.
- (c) Taking date: with respect to any Taking, the date on which the condemning authority shall have the right to possession of the Premises or any portion thereof.

14. Total or Substantial Partial Taking of Premises. In the event of a taking of the whole of the Premises, other than a taking for temporary use, the Lease shall automatically terminate as of the taking date. In the event of a taking of any portion of the Premises, Lessor may, at its option, terminate this lease by giving notice to Lessee within six (6) months of the date of such taking. In the event of a substantial partial taking of the Premises so as to have a materially adverse effect upon the conduct of the Lessee's business upon the Premises, Lessee may, at its option, terminate this lease by giving notice to Lessor within six (6) months of the date of such taking.

15. Restoration. In the event of a taking of a portion of the Premises and this lease is not terminated pursuant to Section 114 hereof, the rent shall not be reduced. In such event Lessor shall restore the remaining portion of the Premises to the extent practical to render same reasonably suitable for Lessee. Lessor shall not be obligated to expend in such restoration any sums greater than the award.

16. Taking for Temporary Use. If there is a taking of the Premises for temporary use, this lease shall continue in full force and effect; and so long as such taking does not materially impair Lessee's normal business operations, Lessee shall continue to comply with all of the provisions thereof, except as such compliance shall be rendered impossible or impracticable by reason of such taking.

17. Disposition of Awards. All awards arising from a total or partial taking of the Premises, or of Lessee's leasehold interest, awarded to Lessor, shall belong to and be the property of Lessor without any participation by Lessee.

18. Default. In the event any rent installment shall remain overdue and unpaid for ten (10) days after written notice of such default, or in the event the Lessee otherwise violates the terms and conditions of this lease and fails to correct the same within thirty (30) days after written notice thereof, the Lessor, at its option, may either (a) terminate this lease, or (b) re-enter the Premises by summary proceedings or otherwise expel Lessee and remove all property therefrom and relet the Premises. The Lessee shall be liable to Lessor for all damages, costs and expenses incurred by the Lessor resulting from the breach, including, but not limited to, costs and expenses of obtaining possession of and/or reletting the Premises, loss of rent, and Lessor's reasonable attorney fees as a result thereof or in connection with the collection of any damages or deficiencies.

All rights and remedies of the Lessor under this lease shall be cumulative and none shall exclude any other right of remedy at law. Such rights and remedies may be exercised and enforced concurrently and whenever and as often as occasion therefor arises. The failure of Lessor on any

occasion to exercise any one or more of its rights or remedies hereunder shall not be deemed a waiver of its right to exercise any one or more of its rights and remedies upon any subsequent default.

19. Waiver of Subrogation. Lessor and Lessee release each other and their respective principals, employees, representatives and agents from any claims for damages to any person or to the Premises or any other property thereon caused by or that result from risks insured against under any insurance policies carried by the parties and in force at the time of any such damage. Lessor and Lessee shall cause each insurance policy obtained by them to provide that the insurance company waives all right of recovery by way of subrogation against the other in connection with any damage covered by any policy.

20. Assignment and Subletting. This Agreement may not be sold, assigned or transferred without the advance express written consent of the Lessor.

21. Quiet Enjoyment. Lessor possesses the Premises and has rights of access thereto; and Lessor covenants and agrees with Lessee that Lessee may peacefully and quietly enjoy the Premises, provided that Lessee is not in default hereunder after notice and expiration of all cure periods.

22. Miscellaneous.

A. This Agreement constitutes the entire agreement and understanding between the parties, and supersedes all offers, negotiations and other agreements concerning the matter herein. Any amendments to this Agreement must be in writing and executed by both parties.

B. Both parties represent and warrant that their use of the Premises and their real and personal property located thereon is in compliance with all applicable, valid and enforceable statutes, laws, ordinances and regulations of any competent government authority.

C. If any provision of this Agreement is invalid or unenforceable with respect to any party, the remainder of this Agreement or the application of such provision to persons other than those as to whom it is held invalid or unenforceable, shall not be affected and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

D. This Agreement shall be governed by the laws of the State of North Carolina.

E. This Agreement is entered into for the Premises described "AS IS" "WHERE IS" and the Lessor makes no warranty of title or fitness of purpose whatsoever.

F. In any case where the approval or consent of one party hereto is required, requested or otherwise to be given under this Agreement, such party shall not



unreasonably delay, condition or withhold its approval or consent.

G. Each of the parties hereto represent and warrant that they have the right, power, legal capacity and authority to enter into and perform their respective obligations under this Agreement.

H. The captions and headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provision of this agreement.

I. This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original.

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

ATTEST:

CITY OF CONCORD, Lessor

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

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

(Corporate Seal)

APPROVED AS TO FORM

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

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

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

ATTEST:

LOGAN COMMUNITY DAY CARE  
ASSOCIATION, INC., Lessee

\_\_\_\_\_  
, Secretary

By \_\_\_\_\_  
Amos McClorey, Chair

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

I, \_\_\_\_\_, a Notary Public of \_\_\_\_\_  
County and State, do hereby certify that Kim Deason personally appeared before me this day and  
acknowledged that she is the Clerk of the City of Concord and that by authority duly given and  
as the act of the municipal corporation, the foregoing instrument was signed in its name by its  
City Manager, sealed with its corporate seal and attested by her as its Clerk.

WITNESS my hand and notarial seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

I, \_\_\_\_\_, a notary public in and for said county and state,  
do hereby certify that Amos McClorey personally appeared before me this day and  
acknowledged that he is the Chair of Logan Community Day Care Association, Inc., a North  
Carolina corporation, and that he as Chair, being authorized to do so, executed the foregoing on  
behalf of the corporation.

WITNESS my hand and official seal, this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

## EXHIBIT "A"

### Description of Premises:

Lying and being in the City of Concord, Township Number Twelve (12), Cabarrus County, North Carolina and being all of a 0.449 Acres Tract as shown on the map titled, "New Leases for Logan Gardens, LLC & Logan Community Day Care" dated August 11, 2010 by Concord Engineering and Surveying, Inc. and is shown on Map Book 59, at Page 45 of the Cabarrus County Registry.

BEING a portion of the property conveyed to the City of Concord by deed recorded in Deed Book 471 at Page 338 of the Cabarrus County Registry. Property is also known as 204 Booker Drive SW (formerly Booker Street) and is identified further as being a part of PIN 5620-94-1311 (Tax ID No. 12-036-0302.00).

# Tree Trimming Analysis-FY23 Bid

5.24.2022

| <u>Overall Available Services/Equipment</u> | <b>Xylem</b> | <b>Asplundh</b> | <b>Lewis</b> |
|---|--------------|-----------------|--------------|
| Foreman                                     | 39.53        | 42.30           | 43.91        |
| Climber A                                   | 33.15        | 36.69           | 38.74        |
| Climber B                                   | 31.03        | 31.48           | 35.00        |
| Groundman                                   | 27.20        | 27.45           | 30.01        |
| Apprentice                                  | 26.35        | 22.70           | 21.14        |
|   | <hr/>        | <hr/>           | <hr/>        |
|   | 157.26       | 160.62          | 168.80       |
| <br>  |              |                 |              |
| Trim lift - 56'                             | 24.79        | 17.51           | 23.36        |
| Trim lift - 70'                             | 28.88        | 27.08           | 32.95        |
| Disc chipper                                | 5.57         | 6.24            | 7.03         |
| Chain saw                                   | 0.80         | 0.50            | 1.31         |
| Tractor 4x4                                 | 35.50        | 25.42           | 34.82        |
| Pick up                                     | 14.07        | 9.79            | 14.21        |
|   | <hr/>        | <hr/>           | <hr/>        |
|   | \$ 109.61    | \$ 86.54        | \$ 113.68    |
| <br>  |              |                 |              |
| Total Hourly Labor and Equipmeent           | \$ 266.87    | \$ 247.16       | \$ 282.48    |

| <u>City Utilized Services/Equipment</u> |                   |            |            |
|---|-------------------|------------|------------|
| Foreman                                 | 39.53             | 42.30      | 43.91      |
| Climber A                               | 33.15             | 36.69      | 38.74      |
| Groundman                               | 27.20             | 27.45      | 30.01      |
| Trim lift-70                            | 28.88             | 27.08      | 32.95      |
| Power Saw                               | 0.80              | 0.50       | 1.31       |
| Power Saw                               | 0.80              | 0.50       | 1.31       |
| Power Saw                               | 0.80              | 0.50       | 1.31       |
| Power Saw                               | 0.80              | 0.50       | 1.31       |
| Disc chipper                            | 5.57              | 6.24       | 7.03       |
| Hourly cost                             | <hr/>             | <hr/>      | <hr/>      |
|   | \$ 137.53         | \$ 141.76  | \$ 157.88  |
| <br>                                    |                   |            |            |
| Weekly cost                             | \$ 5,501          | \$ 5,670   | \$ 6,315   |
| <br>                                    |                   |            |            |
| Yearly Cost (2,000 hours-10 Rain Days)  | <b>\$ 275,060</b> | \$ 283,520 | \$ 315,760 |
| <br>                                    |                   |            |            |
| Budgeted Amount for FY23                | <b>\$ 310,000</b> |            |            |



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

DATE: 5/27/2022

FORMAL BID: No

BID DATE: 5/22/2022

DEPARTMENT: Electric Systems

| BIDDERS            | AMOUNT    | DELIVERY     |
|--------------------|-----------|--------------|
| Xylem Inc          | \$275,060 | July 5, 2022 |
| Asplundh Tree Inc. | 283,520   | July 5, 2022 |
| Lewis Tree Service | \$315,760 | July 5, 2022 |
|                    |           |              |
|                    |           |              |

RECOMMENDATION: Xylem Inc.

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

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

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



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: \_\_\_\_\_

Solid Waste Ordinance – Proposed Changes  
June 2022

| Section:  | Current Ordinance:   | Proposed Revision:  |
|---|--|---|
| Section 46:1 Definitions<br><br>Bulky Waste                       | Bulky waste means any large household items that cannot be properly enclosed within the city-provided carts. Bulk items include, but are not limited to, all furniture, mattresses, box springs, white goods, stoves, refrigerators, water heaters, gas grills, wheelbarrows, bicycles, lawn equipment, carpet and carpet padding, and all other fixtures and appliances.  | Add: Excess bags of garbage that would normally be placed into the approved rollout garbage cart are not categorized as bulky waste and will not be collected. Loose items under bulky waste refer to singular items in a bulky waste pile, for example: toys, clothing and miscellaneous items. When in good condition, these items should be considered for donation or placed in clear, plastic bags or containerized for collection and disposal. |
| Section 46:1 Definitions<br><br>Construction or demolition debris | Solid waste resulting solely from construction, reconstruction, remodeling, repair, or demolition operations to or on a paved walkway, driveway, signs or buildings, or all other related structures and fixtures. Construction or demolition debris does not include inert fragments, land-clearing remains, yard waste or pallets. Construction or demolition debris may be referred to in this chapter as "construction waste" or "demolition waste." | Add: Loose debris is defined as roofing shingles, lumber, or other construction materials smaller than 12"x12" in diameter: these items shall be boxed or containerized for proper collection.  |
| Section 46:1 Definitions<br><br>Computer Equipment                | Computer equipment means any desktop central processing unit, laptop computer, video display unit used for a central processing unit, keyboards, mice, and all other peripheral or digital computer-related equipment. Computer equipment is not defined as follows: a printing device, such as a printer, a scanner, a combination print-scanner-fax machine, or any other device designed to produce digital or  | Removed: Has been combined with Electronic Waste  |

|   |  |   |
|---|--|---|
|   | paper copies from a computer unit  |   |
| Section 46:1 Definitions<br>Garbage     | Garbage means all putrescible wastes including animal and vegetable matter, animal offal and carcasses, but excluding sewage and human wastes.   | Garbage means all solid waste (subject to decay) including animal and vegetable matter, animal carcasses, but excluding sewage and human wastes.  |
| Section 46:1 Definitions<br>Multifamily | Multifamily residence means any apartments or group of apartments, townhomes, or condominiums having six dwelling units or more. Developments including duplexes and/or other multiple dwelling units that take indirect access from a public right-of-way and collectively exceed five dwelling units total are classified as a commercial multi-family development for waste disposal purposes regardless of the number of parcels occupied, the configuration of the property or zoning lines, or the number of owners. | Multifamily residence means any apartments or group of apartments, townhomes, or condominiums having seven dwelling units or more. Developments including duplexes and/or other multiple dwelling units that take indirect access from a public right-of-way and collectively exceed seven dwelling units total are classified as a commercial multi-family development for waste disposal purposes regardless of the number of parcels occupied, the configuration of the property or zoning lines, or the number of owners. |
| Section 46:1 Definitions<br>Refuse      | Refuse means all non-putrescible waste.  | Refuse means all disposable solid waste materials not subject to decay, including non-recyclable materials and non-accepted recyclable materials.   |

|  |  |   |
|--|--|---|
| Section 46:1 Definitions<br>Single-family residences | Single-family residences mean any detached dwellings designed, permitted, and built as a single-family dwelling unit, mobile home, or duplex, triplex, or quadraplex, apartment or group of apartments, or townhomes having less than six dwelling units, or any number of condominiums.   | Single-family residences mean any detached dwellings designed, permitted, and built as a single-family dwelling unit, mobile home, or duplex, triplex, or quadraplex, apartment or group of apartments, or townhomes having less than seven dwelling units, or any number of condominiums. This definition applies to solid waste.  |
| Section 46:1 Definitions<br>Solid Waste              | Solid waste means all discarded materials including, but not limited to, garbage, household trash, yard trash, building material, ashes, industrial waste, refuse, bulky waste, dead animals, medical waste, etc., from dwelling units. No liquids shall be considered as solid waste.   | Removed ashes: Solid waste means all discarded materials including, but not limited to, garbage, household trash, yard trash, building material, industrial waste, refuse, bulky waste, dead animals, medical waste, etc., from dwelling units. No liquids shall be considered as solid waste.  |
| Section 46:1 Definitions<br>Television               | Television means any electronic device that contains a tuner that locks on to a selected carrier frequency and is capable of receiving and displaying a digital image on a viewable screen of nine inches or larger whose display is based on cathode ray tube (CRT), plasma, liquid crystal (LCD), digital light processing (DLP), liquid crystal on silicon (LCOS), silicon crystal reflective display (SXRD), light emitting diode (LED), or any similar technology marketed and intended for use by consumers, including internet-ready TVs. | Television means any electronic device capable of receiving and displaying a digital image on a viewable screen of nine inches or larger whose display is based on cathode ray tube (CRT), plasma, liquid crystal (LCD), digital light processing (DLP), liquid crystal on silicon (LCOS), silicon crystal reflective display (SXRD), light emitting diode (LED), or any similar technology marketed and intended for use by consumers, including internet-ready TVs. |



|  |   |  |
|--|---|--|
| <p>Section 46:1 Definitions</p> <p>White Goods</p>   | <p>White goods means all discarded refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, dishwashers, clothes dryers, and other similar domestic large appliances. Commercial large appliances are not included in this definition.</p>  | <p><i>White goods</i> mean all discarded refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, dishwashers, clothes dryers, and other similar domestic large appliances. Commercial large appliances are not included in this definition.</p>   |
| <p>Section 46:32 Services Provided by the City</p> <p>a. Single-Family residential solid waste</p> | <p><i>Single-family residential solid waste.</i> The collection of solid waste, including garbage, trash and household waste, from the carts provided by the city. Residential trash includes ashes, bulky waste and yard waste, securely bound or placed in carts and both placed at the edge of the street or sidewalk</p>      | <p><i>Single-family residential solid waste.</i> The collection of solid waste, including garbage, trash and household waste, from the carts provided by the city. Residential trash includes general household waste, approved recycling materials, bulky waste and yard waste, securely bound or placed in carts and both placed at the edge of the street or sidewalk</p> |
| <p>Section 46:32 Services Provided by the City</p> <p>b. Bulky Waste Collection</p>                | <p><i>Bulky waste collection.</i> Bulky waste items are large items that do not fit into the carts. Excess bags of garbage that would normally be placed into the approved rollout garbage cart are not categorized as bulky waste. For limitations on bulky waste collection see subsection 46-33(a)(6) and following below.</p> | <p><i>Bulky waste collection.</i> Bulky waste items are large items that do not fit into the carts. Excess bags of garbage that would normally be placed into the approved rollout garbage cart are not categorized as bulky waste and will not be collected. For limitations on bulky waste collection see subsection 46-33(a)(6) and following below.</p>                  |

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| <p>Section 46:32 Services Provided by the City</p> <p>e. Loose-leaf collection</p>   | <p><i>Loose-leaf collection.</i> Leaf pick-up machines will begin operation in the fall of the year on a neighborhood collection schedule to be published annually. Any leaves to be picked up after the end of loose-leaf season shall be put in untied clear plastic or paper biodegradable bags or some type of reusable owner-provided container to be picked up by the solid waste services department. See subsection 46-33(a)(16) for limitations on personal containers.</p>  | <p><i>Loose-leaf collection.</i> Leaf pick-up machines will begin operation in the fall of the year on a neighborhood collection schedule to be published annually. Any leaves to be picked up after the end of loose-leaf season shall be placed in paper biodegradable bags or some type of reusable owner-provided container to be picked up by the solid waste services department. See subsection 46-33(a)(16) for limitations on personal containers.</p>   |
| <p>Section 46:32 Services Provided by the City</p> <p>2. Rollout cart collection</p> | <p>Rollout cart collection of garbage, refuse, and recycling in a fee-based program provided to multifamily residences and small businesses located where bulk waste containers are not available or physically cannot be serviced, and/or where the waste generated is too small to support a bulk waste container. The services shall be identical to single-family residential services except businesses will not receive any bulk waste collection or yard waste collection services. The number of recycling carts shall be limited to a number determined by the solid waste services director or his/her designee adequate to serve the business but shall not exceed a maximum number equal to the number of garbage carts under subscription. Recycling shall remain available as long as the business continues to participate in the city rollout business program under this subsection.</p> | <p>Rollout cart collection of garbage, refuse, and recycling in a fee-based program provided to multifamily residences and small businesses located where bulk waste containers are not available or physically cannot be serviced, and/or where the waste generated is too small to support a commercial dumpster. Bulky and yard waste services, with the exception of loose-leaf collection, are not provided for businesses. Businesses within residential neighborhoods will receive all other city services related to solid waste collection. The number of recycling carts shall not exceed a maximum number equal to the number of garbage carts under subscription. Recycling shall remain available as long as the business continues to participate in the city rollout business program under this subsection.</p> |

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| <p>Section 46:32 Services Provided by the City</p> <p>(g) Construction or demolition debris</p>  | <p><i>Construction or demolition debris.</i> Collection of residential construction debris resulting only from householder repairs or renovations, and shall include items described in section 46-1, but shall not include materials containing asbestos or items prohibited in section 46-34. The quantity of construction debris shall be limited to a maximum of four cubic yards (108 cubic feet).</p>        | <p><i>Construction or demolition debris.</i> Collection of residential construction debris resulting only from small householder repairs or small renovation projects, and shall include items described in section 46-1, but shall not include materials containing asbestos or from large remodeling or renovation projects or items prohibited in section 46-34. The quantity of construction debris shall be limited to a maximum of four cubic yards (108 cubic feet).</p> <p>Add: All materials smaller than 12"x12" shall be boxed or containerized. Containerized material should not weigh more than 35 lbs. per container.</p> |
| <p>Section 46:33 pre-collection practices and public nuisance</p> <p>a. pre-collection practices</p> <p>(3) Dangerous refuse items</p> | <p><i>Dangerous refuse items.</i> All dangerous refuse items and all waste material of any injurious nature such as broken glass, light bulbs, and sharp pieces of metal, shall be securely wrapped to prevent injury to collection personnel. Placing these items in paper or plastic bags shall not be considered adequate protection.</p>   | <p><i>Hazardous items.</i> All hazardous items and all waste material such as broken glass, mirrors and sharp pieces of metal, that could potentially injure pedestrians, citizens, or collection personnel, shall be securely wrapped or containerized to prevent injury to collection personnel. Placing these items in paper or plastic bags shall not be considered adequate protection.</p>   |
| <p>Section 46:33 pre-collection practices and public nuisance</p> <p>b. pre-collection practices</p> <p>(4) Hypodermic instruments</p> | <p><i>Hypodermic instruments.</i> It shall be unlawful for any person to dispose of or discard any hypodermic syringe, hypodermic needle or any instrument or device for making hypodermic injections before first breaking, disassembling, destroying or otherwise rendering such device inoperable and incapable of reuse and safeguarding the disposal thereof by placing such device in either a milk jug,</p> | <p><i>Hypodermic instruments.</i> It shall be unlawful for any person to dispose of or discard any hypodermic syringe, hypodermic needle or any instrument or device for making hypodermic injections before first breaking, disassembling, destroying or otherwise rendering such items inoperable and incapable of reuse and safeguarding the disposal thereof by placing such items in a puncture resistant container such as a milk jug, coffee can with a lid or such</p>   |

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|   | coffee can with a lid or such similar containers so as to avoid the possibility of causing injury to the collection personnel.  | similar containers, so as to avoid the possibility of causing injury to the collection personnel.   |
| Section 46:33 pre-collection practices and public nuisance<br>a. pre-collection practices<br>(6) Bulky items        | <p><i>Bulky items.</i> Household furniture, mattresses, vacuum cleaners, white goods, scrap metal, electronic waste and other bulky items shall be placed at curbside for collection</p> <p>A combined volume of bulky waste and a maximum of four cubic yards (108 cubic feet) of construction or demolition debris not to exceed ten cubic yards (270 cubic feet) may be placed curbside for collection without cost. Placing a volume of ten cubic yards (270 cubic feet) or greater of bulky waste at the curb for collection is prohibited.</p> <p>Bulky waste volumes exceeding ten cubic yards (270 cubic feet) must be disposed in a roll-off container with a minimum capacity of 15 cubic yards (405 cubic feet) and rented at the householder's expense.</p> | <p>A combined volume of bulky waste and construction or demolition debris, not to exceed ten cubic yards (270 cubic feet) may be placed curbside for collection without cost.</p> <p>Placing a volume of more than ten cubic yards (270 cubic feet) or greater of bulky waste and/or construction and demolition at the curb for collection is prohibited and will be subject to disposal fees. Bulky waste volumes exceeding ten cubic yards (270 cubic feet) must be disposed in a roll-off container with a minimum capacity of 15 cubic yards (405 cubic feet) and rented at the householder's expense.</p> <p>Add: (c) All mattresses should be wrapped in plastic for collection. Unwrapped mattresses with visible infestations will be issued a notice of violation (door hanger) and the mattress will not be collected until the mattress is wrapped.</p> |
| Section 46:33 pre-collection practices and public nuisance<br>b. pre-collection practices<br>(7) Carpet and Padding | <p><i>Carpet and padding.</i> The city will collect carpet and padding installed and removed by the homeowner two times per calendar year from single family residential properties. Carpet and padding must be rolled and tied into rolls six feet or less in length. Each roll shall weighing no more than 65 pounds or what two people can lift and carry without dragging. The City will not collect carpet and</p>   | <p>Carpet and padding . The city will collect carpet and padding installed and removed by the homeowner two times per calendar year from single family residential properties. Carpet and padding must be rolled and tied into rolls six feet or less in length. Each roll shall weigh no more than 65 pounds. The City will not collect carpet and padding resulting from work performed by anyone other than the homeowner. The city will remove</p>  |



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|  | padding resulting from work performed by anyone other than the homeowner. The city will remove carpet and padding installed and removed by others for a fee published in the fees, rates and charges schedule adopted annually by city council when they adopt the annual city budget.   | carpet and padding installed and removed by others for a fee published in the fees, rates and charges schedule adopted annually by city council when they adopt the annual city budget.   |
| Section 46:33 Pre - collection Practices and public nuisance<br><br>a. Pre-collection practices<br><br>(8) Recyclables | <p>Large cardboard boxes may be flattened and placed next to the approved recycling rollout cart.</p> <p>Residents receiving backyard collection service shall place their recyclables into clear plastic bags before placing the bags into the approved rollout cart.</p> <p>Contamination of recyclables by placing garbage, trash, or materials not approved for recycling into the recycling cart is prohibited.</p> | <p>Add: All recyclables shall be placed into the cart; sorting or separation is not required. Recyclable items should not be bagged, including backyard collection services.</p> <p>Replace cardboard statement with: All cardboard should be cut to 3'x3' pieces and placed in the recycle cart for collection.</p> <p>Residents receiving backyard collection service shall place their recyclables loosely into the approved rollout cart.</p> <p>Contamination of recyclables by placing garbage, trash, or materials not approved for recycling into the recycling cart is prohibited and will not be collected.</p> |
| Section 46:33 Pre - collection Practices and public nuisance<br><br>(10) Scrap metal                                   | <i>Scrap metal</i> . Larger metal items such as bicycles, lawn and garden equipment powered by internal combustion engines with oil and gasoline removed, swing sets and similar items disassembled, grills with propane tanks removed, and similar items collected curbside.  | Scrap metal. Larger metal items such as bicycles, lawn and garden equipment powered by internal combustion engines, (with oil and gasoline removed), swing sets and similar items disassembled, grills (with propane tanks removed), and similar items will be collected curbside.  |

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| <p>Section 46:33 Pre - collection Practices and public nuisance</p> <p>(11) Dismantling of large, heavy items.</p>  | <p>Individual items or components such as swing sets, pool tables, basketball goals, etc. that are too heavy or bulky to be lifted and carried by two people shall be dismantled by householder before placed curbside for collection. Individual items shall not weigh more than 65 pounds or what two people can lift and carry without dragging. Exceptions to this requirement shall include those items equipped with wheels, such as lawn mowers, garden equipment, refrigerators, etc. that can be rolled to the collection vehicle by one person without lifting.</p>                    | <p>Individual items or components such as swing sets, pool tables, basketball goals, etc. that are too heavy or bulky to be lifted and carried by two people shall be dismantled by householder before placed curbside for collection. Individual items shall not weigh more than 65 pounds. Exceptions to this requirement shall include those items equipped with wheels, such as lawn mowers, garden equipment, refrigerators, etc. that can be rolled to the collection vehicle by one person without lifting.</p>   |
| <p>Section 46:33 Pre - collection practices and public nuisance</p> <p>a. pre-collection practices</p> <p>(12) Removing concrete anchors or encasements</p>               | <p>No items encased totally or partially in concrete will be collected. Customer is required to remove any concrete present on items such as posts, fencing, or playground equipment prior to placement curbside for collection.</p>   | <p>Items encased totally or partially in concrete will not be collected by the city. Customer is required to remove any concrete present on items such as posts, fencing, or playground equipment prior to placement curbside for collection.</p>  |
| <p>Section 46:33 Pre - collection practices and public nuisance</p> <p>a. pre-collection practices</p> <p>(14) Construction and demolition debris</p> <p>a.</p> <p>b.</p> | <p>Loose materials such as drywall, insulation, etc. shall be placed in clear plastic bags or in open cardboard boxes. In all cases materials shall be secured to prevent windblown scattering of litter. Individual bags or boxes shall not weigh more than 35 pounds or what one person can lift and carry with one hand without dragging. A combined volume of bulky waste, including a maximum of four cubic yards (108 cubic feet) construction or demolition debris, up to ten cubic yards (270 cubic feet) may be placed curbside for collection without cost. A volume placed at the</p> | <p>Loose materials such as drywall, insulation, etc. (any material smaller than 12"x12") shall be placed in disposable containers or open cardboard boxes. Remove: clear plastic bags and replace with disposable containers. Remove: with one hand without dragging.</p> <p>Individual boxes and disposable containers shall not weigh more than 35 lbs.</p> <p>A combined volume of bulky waste and construction or demolition debris, not to exceed a maximum of ten cubic yards (270 cubic feet), may be placed curbside for collection without cost. A volume</p> |

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|   | curb exceeding the established limits is prohibited.   | placed at the curb exceeding the established limits is prohibited and could be subject to disposal fees.  |
| Section 46:33 Pre - collection practices and public nuisance<br><br>(15) Yard waste – Grass, trimmings, and leaves  | Grass, trimmings less than 12 inches in length, and leaves shall be placed in untied clear plastic bags weighing no more than 35 pounds each or what one person can lift and carry with one hand without dragging.   | Grass, trimmings less than 12 inches in length, and leaves shall be placed in paper biodegradable bags weighing no more than 35 pounds each.  |
| Section 46:33 Pre-collection practices and public nuisance<br><br>(16) Yard Waste – use of personal containers  | Grass, trimmings and leaves may also be placed in personal containers with handles and not to exceed 44 gallons in capacity or weigh more than 35 pounds each or what one person can lift and carry with one hand without dragging.  | Grass, trimmings and leaves may also be placed in personal containers with handles and not to exceed 44 gallons in capacity or weigh more than 35 pounds each.  |
| Section 46:33 Pre-collection practices and public nuisance<br><br>b. Placement and storage<br><br>(1)   |  | Add: Any residence receiving 3 notices of violations within one calendar year is subject to a fine of \$25.00.  |
| Section 46:34 Prohibited materials not collected by city and handling prohibitions<br><br>a. Prohibited materials<br>(9) Yard Waste<br>(14) Disposal in landfills, prohibited items<br><br>b. Yard waste generated by other than property | Yard waste placed in tied bags of any kind, nonclear plastic bags, nonbiodegradable paper bags or individual bags weighing more than 35 pounds each or what one person can lift and carry with one hand without dragging (see also subsection b)<br><br>Disposal in landfills, prohibited items<br><br>When a commercial tree service, arborist, or forester trims trees, tree limbs, or | Yard waste placed in any type of plastic bags, or individual bags weighing more than 35 pounds each.<br><br>Change: To Banned landfill items.<br><br>Add: When a commercial tree service, arborist, or forester trims trees, tree limbs, or shrubs, it is the commercial operator's responsibility to dispose of trees, tree limbs and trimmings they generate. The city will collect these |

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|  | shrubs, it is the commercial operator's responsibility to dispose of trees, tree limbs and trimmings they generate. The city will collect these tree trimmings at the charge in effect at the time.  | tree trimmings at the charge in effect at the time of collection.  |
| Section 46:35 Special conditions, charges and requests<br><br>(b) Roll-on/roll-off container requirements and availability | Roll-on/roll-off containers are required to dispose of materials exceeding the limits established for curbside collection. Such containers must be provided at the householder's expense. Property owners are required to load waste material into these containers in accordance with policies established by the solid waste services department, the department of motor vehicles, and the landfill.  | Removal of program in 2019. Replace with: Roll-off or compaction collection for the disposal of materials exceeding the limits established for curbside collection, is provided by private contractors and at the owner's expense. The city does not provide commercial services such as roll-off or garbage dumpsters. The city does offer 8 cubic yard dumpsters for recycle at commercial businesses.   |
| Section 46:37 Collection practices and schedule<br><br>(a)<br>(b)<br>(g)   | All solid waste and recyclables must be placed in the city-provided carts and recycle bins. Placement of solid waste or recyclables at the curb in personal containers, in bags, or loose outside of carts is prohibited. Personal containers are not acceptable and will not be emptied. Additional carts are available from the city for a monthly fee established by City Council in the adopted fees, rates and charges schedule. Solid waste, bulky waste, and yard waste will be collected once weekly. Residential recyclables will be collected once every other week. Spillage from approved roll-out carts or other approved collection device, place or method not caused by collection crews shall be cleaned up immediately after | All solid waste and recyclables must be placed in the city-provided carts and recycle carts. Placement of solid waste or recyclables at the curb in personal containers, in bags, or loose outside of carts is prohibited. Personal containers of garbage and recycling (yard waste excluded) are not acceptable and will not be collected. Additional approved carts are available from the city for a monthly fee established by City Council in the adopted fees, rates and charges schedule. Spillage from approved roll-out carts, not caused by collection crews shall be cleaned up immediately after such spillage or overflow by the householder. In the absence of the householder, such spillage shall be cleaned up at the discretion of Director of Solid Waste. Operators will report the address to the solid waste service |



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|   | such spillage or overflow by the householder. In the absence of the householder, the contractor shall clean up the spilled material and report the address to the solid waste service director and city code enforcement personnel for investigation. Spilled solid waste materials caused by city collection crews shall be cleaned up immediately by the city's crew or its contractor. | director and city code enforcement personnel for investigation. Spilled solid waste materials caused by city collection crews shall be cleaned up immediately by the city's crew or its contractor.  |
| Section 46:71 Container requirements and specifications<br>(a)<br>(b)<br>(d)<br>(e) | Each single-family residential building shall be provided approved roll-out garbage carts by the City.<br>Approved rollout carts are the property of the City of Concord. Approved rollout carts are provided and assigned to householders for their health, safety, convenience and general welfare.   | (a) Replace with All garbage and recycling shall be collected and shall be placed in carts or waste containers.<br>Replace (b) with: Each single family and approved multi-family unit (less than seven attached dwellings), shall be provided one approved roll-out garbage cart and one approved roll-out recycling cart by the City.<br>Approved rollout carts are the property of the City of Concord and are provided and assigned to householders for their health, safety, convenience and general welfare.<br><br>Change: bulk to bulk garbage (d and e) |

Commented [GH1]: Cleaned up this section

Chapter 46 - SOLID WASTE<sup>41</sup>

Footnotes:

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**Cross reference**— Buildings and building regulations, ch. 14; environment, ch. 30; throwing rubbish, unhealthy substances and weeds upon street and embankments, § 30-166; utilities, ch. 62.

**State Law reference**— Authority to operate public enterprises, G.S. 160A-311 et seq.

ARTICLE I. - IN GENERAL

Sec. 46-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

*Access, indirect* means vehicular access, by motor vehicle or commercial vehicle, originating from a public right-of-way to a dwelling unit and shared with another dwelling unit. Indirect access may be considered, but is not limited to, the following; a private street, shared driveway, common parking lot, or other common means of vehicular access.

*Access, direct* means direct, dedicated motor vehicle access from a public right-of-way to a dwelling unit.

*Ashes* means refuse resulting from the burning of wood, coal, coke and other combustible material.

*Cart, rollout cart or approved rollout cart* means a wheeled solid waste, and/or recyclable receptacle compatible with city garbage collection equipment, and approved by the solid waste services department. All city-provided carts remain the property of the City of Concord.

*Botanical attraction* means an arboretum, botanical garden, garden, and/or horticultural display not greater than three acres in size and open to the general public at no cost, owned by nonprofit organization to which donations are recognized as tax deductible by the Internal Revenue Service.

*Bulk container* means a metal container of not less than two cubic yards (54 cubic feet) capacity nor larger than eight cubic yards (216 cubic feet) capacity, constructed so as to be watertight but with drain plugs at the lowest point of the container to facilitate the drainage of any liquids that might accumulate in the container or from cleaning the container. Bulk containers shall have doors that open on the top and close automatically during emptying. Bulk containers shall be designed so that they can be emptied mechanically by specially designed trucks. When not in use, side doors shall be closed at all times. These containers may also be referred to as "dumpsters" in this chapter.

*Bulky waste* means any large household items that cannot be properly enclosed within the city-provided carts. Bulk items include, but are not limited to, all furniture, mattresses, box springs, white goods, stoves, refrigerators, water heaters, gas grills, wheelbarrows, bicycles, lawn equipment, carpet and carpet padding, and all other fixtures and appliances. Excess bags of garbage that would normally be placed into the approved rollout garbage cart are not categorized as bulky waste and will not be collected.

*Loose items* refer to singular items in a bulky waste pile e.g.: (toys, clothing and miscellaneous items) in good condition should be considered for donation or placed in clear plastic bags or containerized for collection and disposal.

*Business* means a corporation, industry, company, retail, landlord, and/or other legal entity engaged in business in North Carolina, profit or otherwise.

*Chronic violator* is a householder who owns or legally occupies a property whereupon, in the previous calendar year, the city issued a notice of violation no less than three times due to violations of any section of this chapter.

Commented [TS1]:  
\*Recommendation from Lonnie-2020

Add definition of "loose". In relation to bulky/C&D.  
Clarify "Bulky" definition, in relation to white goods, stoves, refrigerators.... etc.  
"Multifamily" definition needs to be updated and clarified. Contradicts "single-family" definition, which needs to be updated accordingly. (These definitions are confusing.)  
A listing of fines and associated violation (in table form) would be helpful to clarify.

Commented [TS2]: Singular items in a bulky pile

Commented [TS3]:

Commented [TS4]: Singular items in a bulk pile

Commented [TS5]: Loose items refers to singular items in a bulky waste pile example: toys, clothing in good condition should be considered for donation or placed in clear plastic bags for collection and disposal

Commented [GH6]: This is an added comment

*Commercial establishment* means any multifamily residential, retail, wholesale, institutional, charitable, religious, hotels, governmental or any other nonresidential establishment at which solid waste may be generated.

*Commercial waste* means any solid waste generated from commercial establishments as defined in this section above.

*Construction or demolition debris* means solid waste resulting solely from construction, reconstruction, remodeling, repair, or demolition operations to or on a paved walkway, driveway, signs or buildings, or all other related structures and fixtures. Construction or demolition does not include inert debris, land-clearing remains, yard waste or pallets. Construction or demolition debris may be referred to in this chapter as "construction waste" or "demolition waste."

*Loose debris: roofing shingles, lumber/materials smaller than 12'x12' inches in diameter; these items shall be boxed or containerized (marked "throw away") for proper collection.*

*Items larger than the required diameter (12"x12") should be tied and stacked appropriately for collection.*

*Contamination in rollout carts* means placing any prohibited items into any approved rollout carts.

*Electronic waste (E-waste)* means all computers, laptops, keyboards, mouse, printers, scanners, facsimiles, (Fax Machines), televisions, entertainment devices, mobile telephones, and any other related residential consumer products or accessories. These items are also inclusive of any discarded electronic device which can be reused, refurbished, or recycled, according to G.S. 130A-309.130.

*Garbage* means all waste (subject to decay) including animal and vegetable matter, animal carcasses, but excluding sewage and human wastes.

*Hazardous waste* means a solid waste, or combination of solid wastes, which because of its quality, concentration, or physical, chemical, or infectious characteristics may cause or significantly contribute to an increase in mortality or an increase in serious irreversible, or incapacitating reversible illness; or pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, disposed of or otherwise managed. As defined in G.S. 130A-290.8(a), (b), hazardous waste includes, but is not limited to, motor oil, gasoline, liquid paint, and aerosol paint cans.

*Household trash or trash* means any waste accumulation of paper, sweepings, dust, rags, discarded toys and small appliances, or other material or similar kinds of other than garbage which are usually attendant to housekeeping. Discarded glass bottles, whether in their original condition or ruptured, shall be properly wrapped or containerized to prevent injury to collection personnel.

*Householder* means the property owner or tenant having legal possession of a dwelling unit.

*Industrial solid waste* means anything other than garbage, such as sawdust, shavings, feathers, cartons, boxes, glass, paper, wood, textiles, plastic, chemicals, and any other debris materials from processing plants, factories or manufacturing operations.

*Inert debris* means solid waste which consists solely of material that is virtually inert and that is likely to retain its physical and chemical structure under expected conditions of disposal, such as soil, rock, concrete, brick, block, gravel, and similar materials.

*Land-clearing debris* means solid waste, including inert debris, which is generated solely from clearing and grubbing activities on real property.

*Littering* means the act of causing objects to be strewn or scattered about.

*Litter* means any object, such as solid waste materials, industrial, household trash, business trash, building materials, scrap materials and hazardous waste that is strewn or scattered about. Litter includes materials from the collection truck hopper that fall to the ground as the rollout carts are emptied. Litter that results from the householder's failure to secure household garbage and refuse in tied plastic bags within the approved rollout cart is the responsibility of the householder.

Commented [GH7]: Should be covered under electronic waste

Commented [TS8]: Loose debris: roofing shingles, lumber should be greater than 12'x12' inches in diameter and should be boxed or containerized (marked "throw away") for proper collection.

Items smaller than the required diameter should be tied and stacked appropriately for collection.

Commented [GH9]: Listed below in the definitions.

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Carcasses is sufficient

Commented [TS12]: Putrescible-something that is liable to decay:

*Medical waste* means any solid waste which is generated in the diagnosis, treatment, or immunization of human beings or animals, in research pertaining thereto, or in the production or testing of biologicals, but does not include any hazardous waste identified or listed pursuant to this article, radioactive waste, household waste as defined in 40 Code of Federal Regulations § 261.4(b)(1) in effect on 1 July 1989, or those substances excluded from the definition of "solid waste" in this section. Medical waste shall have the same definition as G.S. 130A-290.17(a).

*Multifamily residence* means any apartment or group of apartments, townhomes, or condominiums, having seven dwelling units or more. Developments including duplexes and/or other multiple dwelling units that take indirect access from a public right-of-way and collectively exceed six dwelling units total are classified as a commercial multifamily development for waste disposal purposes regardless of the number of parcels occupied, the configuration of property or zoning lines, or the number of owners.

Commented [TS13]: This definition may be different than that of the Planning Department

*Radioactive waste* means any waste that emits ionizing radiation.

*Recyclable material* means those materials which are capable of being recycled and accepted at the Materials Recovery Facility (MRF) which would otherwise be processed or disposed of as solid waste. Recyclable materials include, but are not limited to, newspaper and accompanying inserts, magazines, chipboard, corrugated cardboard, mixed and office paper (excluding sanitary products), telephone books, most plastic bottles and containers, steel cans, aluminum cans, glass containers, and any other materials the city determines to be recyclable.

Commented [TS14]: 1-7

Commented [TS15]: Accepted at the Materials Recovery Facility (MRF)

*Refuse* means all disposable solid waste materials. This also includes non-accepted recyclable and non-recyclable materials.

Commented [TS16]: Research other municipalities for more appropriate definition on nonputrescible

Commented [TS17]: Food waste, scraps or garbage.

*Roll-on/roll-off containers* means a metal container of more than eight cubic yards (216 cubic feet) capacity, constructed so as to be watertight but with drain plugs at the lowest point of the container to facilitate the drainage of any liquids that might accumulate in the container or from cleaning the container. Such containers may have lids or doors.

*Single-family residences* mean any detached dwellings designed, permitted and built as a single-family dwelling unit, mobile home, or duplex, triplex, or quadraplex, apartment or group of apartments, or townhomes having less than seven dwelling units, or any number of condominiums. This definition is for solid waste purposes.

Commented [GH18]: Changed from six to seven

*Solid waste* means all discarded materials including, but not limited to, garbage, household trash, yard trash, building material, industrial waste, refuse, bulky waste, dead animals, medical waste, etc., from dwelling units. No liquids shall be considered as solid waste.

*Television* means any electronic device capable of receiving and displaying a digital image on a viewable screen of nine inches or larger whose display is based on cathode ray tube (CRT), plasma, liquid crystal (LCD), digital light processing (DLP), liquid crystal on silicon (LCOS), silicon crystal reflective display (SXR), light emitting diode (LED), or any similar technology marketed and intended for use by consumers, including internet-ready TVs.

*Waste tires* means any worn out or discarded vehicle tires, as once operated on an automobile, truck, passenger van, motorcycle, golf cart or all-terrain vehicle. Tires as previously used on commercial vehicles, construction equipment, or tractors are excluded from this definition.

*White goods* mean all discarded refrigerators, ranges, water heaters, freezers, unit air conditioners, washing machines, dishwashers, clothes dryers, and other similar domestic large appliances. Commercial large appliances are not included in this definition.

Commented [GH19]: Subject verb agreement.

*Wooden pallet* means a wooden object consisting of a flat or horizontal deck or platform supported by structural components that is used as a base for assembling, stacking, handling, and transporting goods.

*Yard waste* means grass, weeds, leaves, tree trimmings, plants, shrubbery pruning and other similar vegetative materials that are generated in the maintenance of yards and gardens.



(Code 1987, § 10-1; Ord. No. 00-97, 12-14-2000; Ord. No. 05-64, § 2, 7-14-2005; Ord. No. 07-25, § 1, 4-12-2007; Ord. No. 11-20, § 1, 3-10-2011; Ord. No. 13-42, § 1, 6-13-2013)

**Cross reference**— Definitions generally, § 1-2.

**Sec. 46-2. - Compliance, enforcement, removal costs, and civil penalties.**

(a) *Notice; failure to comply; removal; cost.*

- (1) Failing to comply with any and/or all conditions or prohibitions found in this chapter are hereby found, deemed, and declared to constitute a detriment, danger and hazard to the health, safety, morals, and general welfare of the inhabitants of the city and are found, deemed and declared to be public nuisances wherever the same may exist and the creation, maintenance, or failure to abate any nuisances is hereby declared unlawful.
- (2) If the authorized enforcement officer or designee shall have probable cause to expect a violation of any section or subsection of this chapter, they shall have the right to enter any premises, not including dwelling units, within the city's jurisdiction at any reasonable time in order to determine if any premises or real property is in violation of this chapter.
- (3) If any person violates the provisions of this chapter, written notice shall be provided by posting such notice in such a place and manner as to be observed by the owner or householder, personal delivery or by simultaneous mailing, both by first class mail and by registered mail, return receipt requested, to the property owner(s) (and householder(s) if not the same person as the owner) that within 48 hours from the receipt of such notice, all violations must be removed from such premises. If the name and mailing address of the registered owner or householder entitled to the possession of such premises cannot be ascertained in the exercise of reasonable diligence, the enforcement officer shall retain written record to show such diligence.
- (4) Penalties.
  - a. Violations of this chapter, except for violations of 46-33(b)(1), are subject to a \$100.00 civil penalty if such violation is not corrected within 48 hours after receiving notification from the solid waste services department.
  - b. The first violation of section 46-33(b)(1) shall result in a warning notice issued to the property owner or householder. Each subsequent violation of this section within a period of 12 months measured from the date of the first warning notice shall be subject to a civil penalty as set forth in the then-current fees, rates and charges schedule adopted as part of the city annual operating budget.
  - c. An additional delinquency charge as set from time to time in the annual adopted budget ordinance and on file in the city clerk's office for nonpayment shall be paid if such penalty is not paid within 30 days of its issuance.
- (5) If any owner or occupant fails to comply with the notice, the authorized enforcement officer shall proceed to have the offensive matter removed or the violation otherwise corrected, and such owner or occupant shall be responsible to the city for the cost of removal, as specified in G.S. 160A-193 and as specified in the then-current fees, rates and charges schedule adopted as part of the City of Concord annual operating budget. Such cost of removal shall constitute a lien upon such premises and shall be collected in the same manner as taxes upon real estate.
- (6) The city may sue in a court of competent jurisdiction to recover all such expenses including, but not limited to, penalties, delinquency charges, administrative costs, attorney's fees and all actual costs related to such enforcement. The city may, separately or in conjunction with any such lawsuit, file a lien in the public records for all such expenses and the lien shall bear interest from the date of filing.

(b) *Appeal procedure.*

Commented [TS20]: **Recommendation from Lonnie 2020**

**(0) This section (1) needs to be updated.???**

No issues

- (1) Appeal of a code enforcement officer's decision shall be made in writing by the property owner or householder to the police chief's or his/her designee within three days of the date of the notice sent or posted by the city. The police chief or his/her designee shall review the matter and issue a written decision within three days of the date of receipt of the written request for appeal or following the hearing.
  - (2) Appeals of the police chief's or his/her designee decision shall be to the city manager or his/her designee in writing by the property owner or the householder within three days of the date of mailing the decision of the director to the appellant. The city manager or his/her designee shall review the matter and issue a written decision within seven days of the date of receipt of the written request for appeal or following the hearing.
  - (3) If the party requesting the appeal of the code enforcement decision or the police chief's or his/her designee decision requests a hearing, the hearing shall be scheduled within three days upon receipt of the written request if before the solid waste service director, or within 30 days if before the city manager or his/her designee. All written requests for appeal shall state the reasons for the appeal.
- (c) *Emergency removal.* If the city manager or his/her designee, determines that the violation is a danger to the health, safety or welfare of the public and is unable to provide personal service after at least two attempts to do so, 48 hours after either:
- (1) Mailing of notice described in subsection (b)(2) about by certified mail, or
  - (2) Posting notice on the building or structure in a conspicuous manner, after which time the city may proceed to remove the offensive material at its expense.
- (d) *Annual notice to chronic violator.* If in the previous calendar year, the city issued a notice of violation no less than three times due to violations of any section or subsection of this chapter, upon a single violation of this chapter in the following calendar year, an authorized enforcement officer may notify a property owner that the city may, without further notice (in the calendar year in which the notice is given), take action to remedy the violation. The expense of the action shall become a lien upon the property and shall be collected as unpaid taxes. The annual notice shall be served by registered or certified mail and regular mail simultaneously. If the owner of the property refuses to accept notice of the violation(s) or if the name or whereabouts of the owner of the property cannot be discovered through the exercise of due diligence, then the notice shall be posted on the property in question and published one time in a newspaper of general distribution in the city.

(Ord. No. 11-20, § 1, 3-10-2011; Ord. No. 13-42, § 2, 6-13-2013; Ord. No. 15-52, § 1, 6-11-2015)

Secs. 46-3—46-30. - Reserved.

## ARTICLE II. - ADVANCED PREPARATION, COLLECTION, DISPOSAL AND CONTAINERS<sup>21</sup>

### Footnotes:

--- (2) ---

**Editor's note**— Section 2 of Ord. No. 11-20, adopted March 10, 2011, amended the title of Art. II, Collection and Disposal, to read as herein set out; section 3 repealed Art. III, Containers; and section 4 amended and restated §§ 46-71—46-74, adding them to Art. II.

Sec. 46-31. - Compliance in newly annexed areas.

Persons in newly annexed areas shall comply with the provisions of this chapter immediately upon the effective date of the annexation ordinance.

(Code 1987, § 10-31; Ord. No. 00-97, 12-14-2000; Ord. No. 07-25, § 2, 4-12-2007)

Sec. 46-32. - Services provided by city.

The city shall provide the following services only to single-family residences unless otherwise provided in this chapter.

- (a) *Single-family residential solid waste.* The collection of solid waste, including garbage, trash and household waste, from the carts provided by the city. Residential trash includes general household waste, approved recycling materials, bulky waste and yard waste, securely bound or placed in carts and both placed at the edge of the street or sidewalk.
- (b) *Residential recyclables.* The collection of approved recyclable materials prepared in accordance with city standards before placement into the carts.
- (c) *Bulky waste collection.* Bulky waste items are large items that do not fit into the carts. Excess bags of garbage that would normally be placed into the approved rollout garbage carts are not categorized as bulky waste and will not be collected. For limitations on bulky waste collection see subsection 46-33(a)(6) and following below.
- (d) *Dead animals.* Animals weighing less than 100 pounds will be removed by the city upon request. Such animals must be in a bag and placed by the street for pickup. Animals weighing 100 pounds or more shall be required to be removed and disposed of by their owners.
- (e) *Loose-leaf collection.* Leaf pick-up machines will begin operation in the fall of the year on a neighborhood collection schedule to be published annually. Any leaves to be picked up after the end of loose-leaf season shall be placed in paper biodegradable bags or some type of reusable owner-provided container to be picked up by the solid waste services department. See subsection 46-33(a)(16) for limitations on personal containers.
- (f) *Multifamily residential, business, commercial and industrial.*
  - (1) Business, commercial and industrial (but not multifamily residential) collection shall include the collection of corrugated cardboard recycling and office paper recycling from cardboard-only carts provided by the city, to be placed at accessible locations.
  - (2) Rollout cart collection of garbage, all solid waste disposable materials (including recyclable and non-recyclable materials), and recycling in a fee-based program provided to multifamily residences and small businesses located where bulk waste containers are not available or physically cannot be serviced, and/or where the waste generated is too small to support a commercial dumpster.

Bulky and yard waste services, with the exception of loose-leaf collection services, are not provided for businesses. Businesses within residential neighborhoods will receive all other city services related to solid waste collection.

The number of recycling carts shall not exceed a maximum number equal to the number of garbage carts under subscription. Recycling shall remain available as long as the business continues to participate in the city rollout business program under this subsection.
  - (3) Loose-leaf collection will be provided to multifamily residences, businesses, commercial, and industrial properties located within residential neighborhoods.
  - (4) No other garbage or yard waste collection services are provided to multifamily and nonresidential properties, except as provided in this subsection (f).
- (g) *Construction or demolition debris.* Collection of residential construction debris resulting only from small householder repairs or small renovation projects, and shall include items described in

Commented [GH21]: Probably should not be included in collection practices.

Commented [TS22]: Should included in definition as well.....

Commented [GH23]: Has been added to definitions

Commented [GH24]: Untied clear plastic bags removed.

Commented [TS25]: What qualifies as multifamily? (future discussion)

Commented [TS26]:

Commented [TS27]: Is this service available to nonresidential properties listed?

\*Clean-up this section\*

Commented [TS28]: Per Valerie...this service is still provided as stated.

Commented [TS29]: Containerize if smaller 12x12  
What should be containerized  
Reference the weight  
Individual containers cannot weigh more than 65lbs

section 46-1, but shall not include materials containing asbestos or from large remodeling or renovation projects or items prohibited in section 46-34. The quantity of construction debris shall be limited to a maximum of four cubic yards (108 cubic feet).

All materials smaller than 12"x12" shall be containerized. Containerized material should not weigh more than 35 lbs.per container.

- (h) *Botanical attraction's yard waste and waste vegetation.* The city will collect and dispose of yard waste and/or waste vegetation produced by botanical attractions. Placement and storage of these materials must comply with standards established by the city.

(Code 1987, § 10-32; Ord. No. 00-97, 12-14-2000; Ord. No. 05-64, § 1, 7-14-2005; Ord. No. 06-41, § 1, 5-11-2006; Ord. No. 07-25, § 2, 4-12-2007; Ord. No. 09-89, § 1, 9-10-2009; Ord. No. 11-20, § 2, 3-10-2011; Ord. No. 13-42, § 3, 6-13-2013)

**Sec. 46-33. – Pre-collection practices and public nuisance.**

- (a) *Pre-collection practices.* The following practices must be performed by the property owner or resident, if other than the owner, prior to collection by the city or its designee:

- (1) *Garbage and trash.* All garbage shall be drained of all liquid and enclosed in securely tied plastic bags prior to being placed in carts. The maximum weight of the full cart, including the weight of the cart, is 220 pounds.
- (2) *Spilled materials.* All materials shall be secured by tying in bags.
- (3) *Hazardous items.* All hazardous items and all waste material that could potentially cut pedestrians, citizens, or collection personnel during collection, or of any injurious nature such as broken glass, mirrors, and sharp pieces of metal, shall be securely wrapped or containerized to prevent injury to collection personnel. Placing these items in paper or plastic bags shall not be considered adequate protection.
- (4) *Hypodermic instruments.* It shall be unlawful for any person to dispose of or discard any hypodermic syringe, hypodermic needle or any instrument or items for making hypodermic injections before first breaking, disassembling, destroying or otherwise rendering such items inoperable and incapable of reuse and safeguarding the disposal thereof by placing such items in a puncture resistant container such as a milk jug, coffee can with a lid or such similar containers, so as to avoid the possibility of causing injury to the collection personnel.
- (5) *Contamination in rollout carts.* It shall be unlawful to place any prohibited items into the approved garbage or recycling rollout carts.
- (6) *Bulky items.* Household furniture, mattresses, vacuum cleaners, white goods, scrap metal, electronic waste and other bulky items shall be placed at curbside for collection.

- a. A combined volume of bulky waste and construction or demolition debris, not to exceed a ten cubic yards (270 cubic feet) may be placed curbside for collection without cost. Placing a volume of more than ten cubic yards (270 cubic feet) or greater of bulky waste and/or construction and demolition at the curb for collection is prohibited and will be subject to disposal fees.
- b. Bulky waste volumes exceeding ten cubic yards (270 cubic feet) must be disposed in a roll-off container with a minimum capacity of 15 cubic yards (405 cubic feet) and rented at the householder's expense.
- c. All mattresses should be wrapped for collection. Unwrapped mattresses with visible infestations will be issued a notice of violation (door hanger) and the mattress will not be collected until the mattress is wrapped.

Commented [GH30]: Should this be changed to sharps as opposed to Dangerous refuse items?

Commented [GH31]: Puncture resistant

Commented [TS32]: Recommendation from Lonnie 2020

(6) This section may need a major revision based on council planning session and decision to possibly reduce CY limits or remove collection of C&D. Mattresses with bed bugs... what to do?

Commented [TS33]: Mattresses with visible infestation will be issued a notice of violation (door hanger)

Should be wrapped in plastic for collection And will not be collected until the issue is addressed.

Should be included in the ordinance/ should be included in new SWS resource guide

Commented [TS34]:

Commented [TS35]: Recommendation from Lonnie 2020

(6 a./b.) Revise these sections possibly

- (7) *Carpet and padding.* The city will collect carpet and padding installed and removed by the homeowner two times per calendar year from single family residential properties. Carpet and padding must be rolled and tied into rolls six feet or less in length. Each roll shall weigh no more than 65 pounds. The City will not collect carpet and padding resulting from work performed by anyone other than the homeowner. The city will remove carpet and padding installed and removed by others for a fee published in the fees, rates and charges schedule adopted annually by city council when they adopt the annual city budget.
- (8) *Recyclables.* All recyclables shall be drained of all liquids and rinsed to remove food residuals before being placed into the approved rollout cart. All recyclables shall be placed into the cart; sorting or separation is not required. Recyclable items should not be bagged, including backyard collection services. All cardboard should be cut 3x3 and placed in the recycle cart for collection.
- a. Residents receiving backyard collection service shall place their recyclables loosely into the approved rollout cart.
- b. Contamination of recyclables by placing garbage, trash, or materials not approved for recycling into the recycling cart is prohibited and will not be collected. Contamination of the recycling cart shall be subject to code enforcement action and possible removal of the recycling cart.
- (9) *Scrap tires.* The city will collect scrap tires two times per calendar year from single family residential properties. A maximum of eight motor vehicle tires with rims removed will be picked up curbside at each collection. The city will collect additional tires for a fee published in fees, rates and charges schedule adopted annually by city council when they adopt the annual city budget.
- (10) *Scrap metal.* Larger metal items such as bicycles, lawn and garden equipment powered by internal combustion engines, (with oil and gasoline removed), swing sets and similar items disassembled, grills (with propane tanks removed), and similar items will be collected curbside.
- (11) *Dismantling of large, heavy items.* Individual items or components such as swing sets, pool tables, basketball goals, etc. that are too heavy or bulky to be lifted and carried by two people shall be dismantled by householder before placed curbside for collection. Individual items shall not weigh more than 65 pounds. Exceptions to this requirement shall include those items equipped with wheels, such as lawn mowers, garden equipment, refrigerators, etc. that can be rolled to the collection vehicle without lifting.
- (12) *Removing concrete anchors or encasements.* Items encased totally or partially in concrete will not be collected by the city. Customer is required to remove any concrete present on items such as posts, fencing, or playground equipment prior to placement curbside for collection.
- (13) *Electronic waste.* Computers, televisions, stereos, video game systems, and other consumer products with circuit boards will be collected curbside and recycled.
- (14) *Construction and demolition debris.* The quantity of construction debris placed at the curb for collection shall not exceed four cubic yards (108 cubic feet). Such waste shall be placed at the edge of the street or sidewalk, but shall not be placed on or obstruct the street or sidewalk.
- a. Nails shall be removed or bent flush with surface of wood to protect collectors and pedestrians from injury. Loose material such as drywall, insulation, etc., (any material smaller than 12x12) shall be placed in disposable containers or in open cardboard boxes. In all cases materials shall be secured to prevent windblown scattering of litter. Individual boxes and disposable containers shall not weigh more than 35 pounds.
- b. A combined volume of bulky waste and construction or demolition debris shall not exceed a maximum of ten cubic yards (270 cubic feet), and may be placed curbside for collection without cost. A volume placed at the curb exceeding the established limits is prohibited and could be subject to disposal fees.
- c. Construction debris greater than four cubic yards (108 cubic feet) in volume must be placed in a roll-off container for disposal. See section 46-35 for procedure to obtain roll-off containers at reduced prices through the city.

Commented [TS36]: Should include a reminder to not bag recyclables

\*It is noted below (a) for backyard collection but may cause confusion with regular collection customers  
\* note \* Should be highlighted to stand alone from regular recycle collection

Commented [TS37]:

\* Recommendation from Lonnie 2020

(8 a.) Revise this section – ask Waste Pro if needed or reword without clear plastic bags.  
(a. 14 a. b. c.) Delete or revise.... dependent upon council/mgmt. decision  
(b. 6) May need to add ADA language in this. Currently working on this with ADA committee.

Remove highlighted section  
Add -3x3 section-

Commented [TS38]:

Commented [TS39]: Clear definition of loose Over 12x12, less than 12x12, and weight limits



(15) *Yard waste—Grass, trimmings, and leaves.* Grass, trimmings less than 12 inches in length, and leaves shall be placed in untied paper biodegradable bags weighing no more than 35 pounds each. Bagged materials are collected weekly on the scheduled waste collection day. Unbagged loose leaves are collected according to the published loose-leaf collection schedule.

Commented [ME40]: Should we limit the number of bags that the Resident can place out for collection?

(16) *Yard waste—Use of personal containers.* Grass, trimmings and leaves may also be placed in personal containers with handles and not to exceed 44 gallons in capacity or weigh more than 35 pounds each. Personal containers must be clearly labeled "yard waste only." Personal containers are placed curbside at the customer's risk, and the city is not responsible for damage or theft.

Commented [MR41]: Plastic bags of no kind are no longer allowed for yard waste collection.

(17) *Yard waste—Limbs.* Limbs must be less than 12 inches in diameter, cut to a length of six feet or less, and stacked neatly at the curb so as not to obstruct the sidewalk or the roadway nor create an unsafe condition to the traveling public. It is unnecessary to bag any limbs greater than one-inch diameter and greater than 12 inches length. These limbs should be stacked at curb with other limbs for collection.

(b) *Placement and storage.* Storage and curbside placement of all waste materials must comply with the following standards:

(1) *Approved rollout carts shall be placed as near the edge of the street as practical for the scheduled day of collection.* Carts shall be at the curb by 6:00 a.m. on collection day, and shall not be curbside before 5:00 p.m. of the evening prior to collection day and shall be removed no later than 9:00 p.m. the evening of collection day. Solid door hanger violation notices will be issued for such violations. Any residence receiving 3 notices of violations within one calendar year is subject to a fines of \$25.00.

Commented [TS42]: Should possibly suggest that carts be placed out of sight or back at the residence once serviced.

(2) Bulky waste shall not be placed curbside before 5:00 p.m. of the evening prior to collection day or after 6:00 a.m. on collection day.

(3) Approved rollout carts shall be positioned with the wheels facing toward the residence (or principal building) and spaced a minimum of two feet from other carts, mailboxes, telephone poles, fire hydrants, parked automobiles, or any other physical barrier that may interfere with the automated collection of the carts.

Compliance inspectors have issues with residents removing carts from the curb, but leaving them in the front yard-but stating it is away from the curb.

(4) Household garbage, trash and recyclables not properly placed in the cart are prohibited and will not be collected.

(5) Carts, bulky waste, and yard waste shall not be placed on sidewalks, streets or alleys in such a manner as to obstruct the free flow of pedestrian or vehicular traffic and shall not be placed in front of neighboring property.

(6) Backyard garbage and recycling service to elderly, disabled, or handicapped persons will be provided when there is no one in residence in the household physically capable of transporting the approved rollout cart curbside. A statement signed by a physician currently treating the householder may be required to substantiate the existence of disability. A special inconspicuous identifying marker will be placed in the yard of residents requiring such service. All garbage and trash must be placed into tied plastic bags before placement into approved rollout cart. All recyclables must be placed into tied clear plastic bags before placement into recycling rollout carts.

(Code 1987, § 10-33; Ord. No. 00-97, 12-14-2000; Ord. No. 06-41, § 2, 5-11-2006; Ord. No. 07-25, § 2, 4-12-2007; Ord. No. 11-20, § 2, 3-10-2011; Ord. No. 13-42, § 4, 6-13-2013)

#### Sec. 46-34. - Prohibited materials not collected by city and waste handling prohibitions.

(a) *[Prohibited materials.]* The following materials are prohibited from placement in carts or curbside for collection:

(1) Items placed outside of approved rollout carts or in personal containers, except as provided above.

- (2) Liquid waste.
  - (3) Hazardous waste or hazardous materials. Examples of hazardous materials includes, but is not limited to, oil-based paints, solvents, pesticides, drain cleaner, used cooking oil, used motor oil, antifreeze, gasoline, kerosene or any flammable or explosive material.
  - (4) Radioactive waste.
  - (5) Lot-clearing debris or anything from vacant lots except for up to two cubic yards (54 cubic feet) of yard waste from vacant lots located in neighborhoods where at least 51 percent of the platted lots in a neighborhood or subdivision are developed in single-family uses. Yard waste preparation and placement for pick-up must be consistent with standards established by the city.
  - (6) Inert debris, tree trunks, tree stumps, tree limbs of more than six feet in length or greater than 12 inches in diameter, or other heavy objects.
  - (7) Construction debris containing asbestos.
  - (8) Construction debris exceeding four cubic yards (108 cubic feet), lot clearings or tree trimmings from houses or other structures under construction, recently completed, or recently demolished.
  - (9) Yard waste placed in any type of plastic bags, or individual bags weighing more than 35 pounds each. (see also subsection (b)).
  - (10) Oxygen tanks and other medical equipment; propane tanks; all oil tanks used for household purposes; parts of campers, boats, camper shells, trailers; automotive parts, including, but not limited to, motors, transmissions, doors, fenders, car seats or batteries from a residentially used premise, etc. shall not be collected by the city forces.
  - (11) Business, commercial and industrial solid waste except: (i) corrugated cardboard and office paper recycling, or office waste and recycling using city-provided fee-based rollout cart services; and (ii) multifamily, business, commercial or industrial solid waste approved as provided in section 46-32(f). All other collection of commercial waste shall be arranged for and paid for by commercial waste generators.
  - (12) Scrap tires placed curbside more than two times per calendar year, more than eight motor vehicle tires with rims removed placed curbside at any time, or any number of tires placed curbside without rims removed shall not be collected by the city.
  - (13) Carpet and padding placed curbside more than two times per calendar year, any carpet or padding not rolled and tied less than six feet in length or weighing more than 65 pounds, or any quantity resulting from work performed any anyone other than the homeowner or householder,
  - (14) Banned landfill items. The following items are prohibited from disposal in the state landfills by state or federal law and accordingly prohibited from approved waste containers or pick-up: oyster shells; used motor oil; lead-acid batteries; aluminum cans; whole waste tires; ABC beverage containers; yard trash; antifreeze; appliances; fluorescent light tubes and compact fluorescent light bulbs and smoke detectors. Effective October 1, 2009, used oil filters, recyclable plastic bottles (excluding motor oil bottles), and wooden pallets shall be prohibited. Effective July 1, 2011, televisions and computer equipment shall be prohibited. Any items prohibited from landfills by the state in the future shall also be prohibited from collection as household waste.
- (b) *Yard waste generated by other than property owner or householder.* When a commercial tree service, arborist, or forester trims trees, tree limbs, or shrubs, it is the commercial operator's responsibility to dispose of trees, tree limbs and trimmings they generate. The city will collect these tree trimmings at the charge in effect at the time of collection.
  - (c) *All waste material shall remain at the property of origin to await collection.* It shall be illegal for any person to remove any waste material, including solid waste and yard waste from the property where it originated to another property and place it at curbside to await collection.
  - (d) *Transporting waste into the city is prohibited.* It shall be illegal for any person to bring solid waste into the city for the city's solid waste personnel and trucks to collect.

Commented [MR43]: Plastic bags of no kind are no longer allowed for yard waste collection.

(Code 1987, § 10-34; Ord. No. 00-97, 12-14-2000; Ord. No. 07-25, § 2, 4-12-2007; Ord. No. 11-20, § 2, 3-10-2011; Ord. No. 13-42, § 5, 6-13-2013)

Sec. 46-35. - Special conditions; charges and requests.

- (a) *Availability for special collections.* If sufficient manpower and equipment are available, city personnel are authorized to make such special collections provided the person making the request agrees to pay for the labor and equipment used at the rate specified by the city. Off-street collections are also available under the conditions of this section. All such requests for special collections shall be made to the office of the solid waste services director.
- (b) Roll-off or compaction collection for the disposal of materials exceeding the limits established for curbside collection, is provided by private contractors and at the owner's expense. The city does not provide commercial services such as roll-off or garbage dumpsters. The city does offer 8 cubic yard dumpsters for recycling at commercial businesses.

Commented [TS44]: This should be included in the 46-35 (b) section above for Roll-on/roll-off container requirements...

(Code 1987, § 10-35; Ord. No. 00-97, 12-14-2000; Ord. No. 07-25, § 2, 4-12-2007; Ord. No. 11-20, § 2, 3-10-2011; Ord. No. 13-42, § 6, 6-13-2013)

Sec. 46-36. - Access to carts.

Pedestrian routes for collectors to access private property in order to provide backyard collection to persons who qualify to receive backyard service of residential solid waste and recycling collection shall be improved and maintained to standards prescribed by the solid waste services director for the safety of solid waste collectors and shall have at all points at least six feet of vertical clearance and four feet of horizontal clearance. Access routes shall not be obstructed by gates, steps, bicycles or motor vehicles, and service will not be provided when animals interfere with collectors.

Commented [TS45]:  
\* Recommendation from Lonnie 2020  
Check for any ADA requirements. (ADA committee will assist.)

(Code 1987, § 10-36; Ord. No. 00-97, 12-14-2000; Ord. No. 07-25, § 2, 4-12-2007; Ord. No. 09-89, § 1, 9-10-2009; Ord. No. 11-20, § 2, 3-10-2011)

Sec. 46-37. - Collection practices and schedule.

- (a) All solid waste and recyclables must be placed in approved garbage and recycle carts. Placement of solid waste or recyclables at the curb in personal containers, in bags or loose outside of carts is prohibited. Personal containers of garbage and recycling, (yard waste excluded), are not acceptable and will not be collected. Additional approved carts are available from the city for a monthly fee established by the city council in the adopted fees, rates, and charges schedule.
- (b) Residential solid waste (garbage) and yard waste will be collected once weekly. Residential recyclables and bulky waste will be collected once every other week.
- (c) Nonresidential establishments receiving city-provided fee-based cart service will receive residential garbage and recycling services but are not eligible for bulky collection or yard waste collection services.
- (d) Commercial cardboard and office paper recycling will be collected weekly.
- (e) The exact schedule of collection for each area of the city and for each type of collection is maintained in the office of the director of solid waste services.

Commented [TS46]:  
\* Recommendation from Lonnie 2020  
(a) Change the word "bins" to "carts". Clarify what type of carts are available for a monthly fee.... add word "garbage" or "recycling" in front of carts as needed to clarify the type of cart.  
Take out city provided carts  
Clarify this section

Commented [TS47]: Bulky waste is collected bi-weekly with recycling

- (g) Spillage from approved roll-out carts, not caused by collection crews shall be cleaned up immediately after such spillage or overflow by the householder. In the absence of the householder, such spillage

Commented [GH48]: This has been removed from this section and included in 46-35.

shall be cleaned up at the discretion of Director of Solid Waste. Operators will report the address to the solid waste service director and city code enforcement personnel for investigation. Spilled solid waste materials caused by city collection crews shall be cleaned up immediately by the city's crew or its contractor.

Commented [GH49]: Cleaned up this section

(Code 1987, § 10-37; Ord. No. 00-97, 12-14-2000; Ord. No. 07-25, § 2, 4-12-2007; Ord. No. 11-20, § 2, 3-10-2011)

Secs. 46-38—46-70. - Reserved.

Sec. 46-71. - Container requirements and specifications.

(a) All garbage and recycling shall be collected and shall be placed in carts or waste containers as required by this article, and it shall be unlawful for any person to permit garbage or refuse to accumulate or remain on any premises longer than is reasonably necessary to remove and deposit it in approved carts or containers as required in this article. It shall also be unlawful for any person to throw, place or deposit any garbage or refuse of any kind on any public or private property.

Commented [TS50]: Better definition of refuse

(b) Each single-family and approved multi-family residential unit (less than seven attached dwellings) shall be provided approved rollout garbage carts by the city. Approved rollout carts are the property of the City of Concord and are provided and assigned to householders for their health, safety, convenience and general welfare. Carts that are damaged, destroyed or stolen, abused, neglected, or improperly misused by the householders shall be replaced by the city at the expense of the householder.

Commented [TS51]: Change to each single-family unit

Carts which are damaged in the course of normal and reasonable usage by the householder shall be repaired or replaced by the city at no charge. The householder shall notify the solid waste services department if a cart is missing or damaged. The solid waste services department will dispatch a representative to confer with the householder, ascertain the facts and circumstances of the loss or damage, and determine responsibility. The carts shall not be damaged, destroyed, defaced or removed from the assigned premises.

Markings and identification devices on the carts, except as placed or specifically permitted by the city, are expressly prohibited and shall be regarded as damage to the carts. Business enterprises approved for fee-based rollout cart service shall be subject to the same requirements as residential customers.

(c) Residents may request up to two additional carts if one cart is not sufficient to hold the accumulated garbage/trash between collections on a regular basis. These additional carts will be provided for the monthly fee as established by city council in the annual budget ordinance.

(1) Residents requesting multiple carts must sign an agreement allowing the city to add the cart fee(s) to their utility bill and also agree to participate in the curbside recycling program. All carts must be placed at the curb for collection. The fee will apply even if all the carts are not placed at the curb for collection. Any resident with multiple carts who fails to recycle, will be notified in writing about the importance of recycling and shall have their additional carts removed if they do not recycle.

(2) Residents utilizing multiple approved rollout carts will not be eligible for backyard garbage service.

(3) Residents utilizing multiple carts who are not paying for this service shall have their extra carts removed immediately.

(4) Anyone in possession of unauthorized multiple carts that are not accessible for retrieval, shall be notified in writing that they are in violation of the City Code of Ordinances. A deadline shall be set to surrender the cart(s). After that date, the cart fee will be added to their utility bill and remain in effect for each month hereafter until the cart(s) are surrendered to city personnel. The civil penalty for this infraction is \$50.00 per day.

- (5) All cart provisions contained in this article will apply.
- (d) With the exception of where paid cart service is approved by the city, the householders of multifamily or single-family attached residences, shall arrange, at their expense for service utilizing bulk garbage containers meeting the standards in section 46-1 according to the following size requirements:
  - (1) Minimum four-cubic-yard (108 cubic feet) container where the complex contains seven to 12 living units;
  - (2) Minimum six-cubic-yard (162 cubic feet) container where the complex contains 13 to 18 living units;
  - (3) Minimum eight-cubic-yard (216 cubic feet) container where the complex contains 19 to 24 living units;
  - (4) When the units exceed 24, additional bulk containers shall be installed and maintained in the same ratio as set forth in subsections (1), (2) and (3) of this subsection (d).
- (e) Except where paid rollout cart service is approved by the director of solid waste services, the property owners of all buildings or premises engaged in multifamily residential, or nonprofit, commercial, business and industrial activities shall arrange at their expense for service utilizing bulk garbage containers for their respective places of business which meet the standards as stated in the definition of bulk containers in section 46-1.

(Code 1987, § 10-56; Ord. No. 00-97, 12-14-2000; Ord. No. 06-41, § 3, 5-11-2006; Ord. No. 07-25, § 3, 4-12-2007; Ord. No. 11-20, §§ 3, 4, 3-10-2011; Ord. No. 13-42, § 7, 6-13-2013)

**Sec. 46-72. - Interference with containers.**

It shall be unlawful for any person other than the owner to damage, displace or to otherwise interfere with carts or their contents except upon permission or at the request of the city.

(Code 1987, § 10-57; Ord. No. 00-97, 12-14-2000; Ord. No. 07-25, § 3, 4-12-2007; Ord. No. 11-20, §§ 3, 4, 3-10-2011)

**Sec. 46-73. - Maintenance of public areas.**

- (a) Every occupant of any commercial establishment or premises which maintains any paved or unpaved areas for the use of the public, either for parking or as access areas and incident to the carrying on of the principal business of any such commercial establishment or premises and which parking or access areas abut or lie within ten feet of any public street or other public way, shall keep and maintain such areas clean and free from garbage, solid waste or other materials liable to be blown, deposited or cast upon such street or other public way.
- (b) Suitable receptacles shall be provided in all parking or access areas pursuant to this section. Such receptacles shall be plainly marked and shall be constructed to prevent scattering of any garbage, solid waste or other materials deposited in them.

(Code 1987, § 10-58; Ord. No. 00-97, 12-14-2000; Ord. No. 07-25, § 3, 4-12-2007; Ord. No. 11-20, §§ 3, 4, 3-10-2011)

**Sec. 46-74. - Evening and early morning use of refuse collection equipment prohibited.**

- (a) It shall be unlawful for any person, firm, or corporation to cause a disturbance to any other person by operating any equipment for the emptying of dumpsters or collection of commercial refuse between



the hours of 10:00 p.m. and 6:00 a.m. within the city limits, except in emergencies with the approval of the city manager or his designee.

- (b) Any person in violation of this section shall be guilty of a misdemeanor and upon conviction shall be fined \$100.00.
- (c) Any firm or corporation in violation of this section shall be liable for civil penalties of \$1,000.00 for the first occurrence and \$2,000.00 for any subsequent occurrence. Said penalties shall bear an additional penalty of \$100.00 for each day in excess of 14 calendar days from notice by certified mail or personal service that said penalties remain unpaid.

(Ord. No. 01-51, §§ 1—3, 10-11-2001; Ord. No. 07-25, § 3, 4-12-2007; Ord. No. 11-20, §§ 3, 4, 3-10-2011)

# Concord Solid Waste Services May 25, 2022

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**REPUBLIC**  
SERVICES

Sustainability in Action

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# Cover Letter



5105-A Morehead Rd, Concord NC 28027  
o 704-361-4179 republicservices.com

May 24, 2022

Concord Procurement  
635 Alfred Brown Jr Court SW  
Concord, NC 28025  
York, SC 29745

Re: RFP for Bulk Container Service

Dear Procurement Team:

Republic Services is honored to have this opportunity to present the enclosed proposal in response to RFP **ID Bulk Container Service At City Services and Qualified Condominiums**. We have made every effort to adhere to the requirements of the RFP and to offer Concord an overall plan that is environmentally and financially sustainable. We confirm our compliance with all applicable rules and regulations of federal, state, and local governing entities. We have received all attachments, exhibits and addenda to the RFP. We understand the scope and requirements for performing the work. Republic Services is prepared to continuing service under an agreement beginning on July 1, 2022. The undersigned represents and warrants that the information submitted in the proposal is true and accurate. As a leader in the United States waste services industry, Republic Services offers expertise and professionalism in waste collection, recycling, and disposal services. Our company pledges to successfully meet the Concord requests outlined in the RFP and address extraordinary circumstances.

As the current provider for the current contract, we are extremely familiar with the accounts and their service needs. As the current vendor, Concord already has our tax forms for exhibit E, so we did not add them to our response to avoid any confusion. Our current Concord vendor number is 31618628.

Our proposal, if selected, is subject to negotiation of a mutually acceptable contract. We appreciate your consideration and would be pleased to meet with the proposal evaluation team to answer any questions and further discuss our operational, technical, and financial qualifications.

Sincerely,

Shawn Brady  
Municipal Sales Manager  
C: 704-361-4179, email: sbrady@republicservices.com  
Republic Services.

# Bid Sheet

| <b>EXHIBIT B</b><br><b>BID TABULATION FORM</b><br><b>BULK REFUSE CONTAINER SERVICE</b><br><b>May 2022</b> |   |                                 |                                       |                                   |  |                              |                                     |
|---|---|---------------------------------|---------------------------------------|-----------------------------------|--|------------------------------|-------------------------------------|
| L<br>I<br>N<br>E  | SERVICE LOCATIONS   | [1]<br>Container<br>Size,<br>CY | [2]<br>Location<br>Container<br>Count | [3]<br>Weekly<br>Service<br>Count | [4]<br>Generation<br>Rate<br>CY/Mo. =<br>[1] x [2] x [3]<br>x 4.3333 | [5]<br>Unit<br>Cost<br>\$/CY | [6]<br>Cost<br>\$/Month<br>=[4]x[5] |
| <b>CITY FACILITIES</b>  |   |                                 |                                       |                                   |  |                              |                                     |
| 1   | <b>Fire Station 3</b><br>100 Warren C. Coleman Blvd. N.<br>Concord, NC 28027  | 8                               | 1                                     | 2                                 | 69.3   | \$1.90                       | \$131.67                            |
| 2   | <b>Fire Station 7</b><br>250 International Dr. NW<br>Concord, NC 28027  | 8                               | 1                                     | 1                                 | 34.7   | \$1.90                       | \$65.93                             |
| 3   | <b>Fire Station 8</b><br>1485 Old Charlotte Rd. Concord, NC<br>28027  | 4                               | 1                                     | 1                                 | 17.3   | \$1.90                       | \$32.87                             |
| 4   | <b>Fire Station 9</b><br>1020 Ivey Cline Rd NW<br>Concord, NC 28027   | 8                               | 1                                     | 1                                 | 34.7   | \$1.90                       | \$65.93                             |
| 5   | <b>Academy Recreation Center</b><br>147 Academy Ave. NW<br>Concord, NC 28025  | 8                               | 1                                     | 2                                 | 69.3   | \$1.90                       | \$131.67                            |
| 6   | <b>Hartsell Recreation Center</b><br>60 Hartsell School Rd SW, Swink St<br>Concord, NC 28027                            | 8                               | 1                                     | 2                                 | 69.3   | \$1.90                       | \$131.67                            |
| 7   | <b>Les Myers Park</b><br>338 Lawndale Ave. SE<br>Concord, NC 28025  | 8                               | 1                                     | 2                                 | 69.3   | \$1.90                       | \$131.67                            |
| 8   | <b>Marvin Caldwell Park</b><br>362 Georgia Ave. SW<br>Concord, NC 28025   | 6                               | 1                                     | 1                                 | 26.0   | \$1.90                       | \$49.40                             |
| 9   | <b>James L. Dorton Park</b><br>5790 Poplar Tent Rd. NW<br>Concord, NC 28027   | 8                               | 1                                     | 2                                 | 69.3   | \$1.90                       | \$131.67                            |
| 10  | <b>Hartsell Park</b><br>65 Sunderland Rd. SW<br>Concord, NC 28027   | 8                               | 1                                     | 1                                 | 34.7   | \$1.90                       | \$65.93                             |
| 11  | <b>W.W. Flowe Park</b><br>99 Central Heights Dr. SW<br>Concord, NC 28025  | 8                               | 2                                     | 1                                 | 69.3   | \$1.90                       | \$131.67                            |
| 12  | <b>Grounds Maintenance Facility</b><br>183 Academy Ave NW<br>Concord, NC 28025<br>All-In-One Recycling                  | 8                               | 1                                     | 1                                 | 34.7   | \$1.90                       | \$65.93                             |
|   | <b>Brown Operation Center</b><br>850 Warren Coleman Blvd S<br>Concord, NC 28025<br>[4 Bulk Containers at 3 Locations]   |                                 |                                       |                                   |  |                              |                                     |
| 13  | <b>1. Dewatering Container</b><br>[Located left of service road 250 ft.<br>beyond Building & Grounds<br>Equipment Shed] | 6                               | 1                                     | 3                                 | 78.0   | \$1.90                       | \$148.20                            |



**EXHIBIT B**  
**BID TABULATION FORM**  
**BULK REFUSE CONTAINER SERVICE**  
**May 2022**

| L<br>I<br>N<br>E | SERVICE LOCATIONS   | [1]<br>Container<br>Size,<br>CY | [2]<br>Location<br>Container<br>Count | [3]<br>Weekly<br>Service<br>Count | [4]<br>Generation<br>Rate<br>CY/Mo. =<br>[1] x [2] x [3]<br>x 4.3333 | [5]<br>Unit<br>Cost<br>\$/CY | [6]<br>Cost<br>\$/Month<br>=[4]x[5] |
|------------------|---|---------------------------------|---------------------------------------|-----------------------------------|--|------------------------------|-------------------------------------|
| 14               | <b>2-4. Bulk Waste Containers</b><br>[2 located behind Warehouse at north end of transformer laydown area; 1 located behind Fleet Services at north end of salt spreader storage racks] | 8                               | 3                                     | 2                                 | 208.0  | \$1.90                       | \$395.20                            |
| 15               | <b>Coddle Creek Water Treat. Plant</b><br>6935 Davidson Hwy<br>Concord, NC 28027  | 8                               | 1                                     | 1                                 | 34.7   | \$1.90                       | \$65.93                             |
|                  | <b>Concord Regional Airport</b><br>9000 Aviation Blvd NW<br>Concord, NC 28027<br>[2 Locations]  |                                 |                                       |                                   |  |                              |                                     |
| 16               | 1. <b>Airport Maint. Dumpsters</b><br>7435 Zephyr Place<br>Concord, NC 28027  | 8                               | 1                                     | 3                                 | 104.0  | \$1.90                       | \$197.60                            |
| 17               | 2. <b>Airport Corporate Hangars</b><br>9000 Aviation Blvd NW<br>Concord, NC 28027   | 8                               | 2                                     | 2                                 | 138.7  | \$1.90                       | \$263.53                            |
| 18               | <b>Cox Mill Elem Athletic Fields</b><br>1450 Cox Mill Rd<br>Concord, NC 28027   | 4                               | 1                                     | 1                                 | 17.3   | \$1.90                       | \$32.87                             |
| 19               | <b>Fire Station #11</b><br>8955 Weddington Rd NW, Concord,<br>NC 28027  | 8                               | 1                                     | 1                                 | 34.7   | \$1.90                       | \$65.93                             |
| 20               | Sub-Total City Facilities   |                                 | 23                                    | Sum, Lines 1 to 19                |  |                              | \$2091.14                           |
|                  |   |                                 |                                       |                                   | 1,213.3  |                              |                                     |

**EXHIBIT B**  
**BID TABULATION FORM**  
**BULK REFUSE CONTAINER SERVICE**  
**May 2022**

| L<br>I<br>N<br>E  | SERVICE LOCATIONS  | [1]<br>Container<br>Size,<br>CY | [2]<br>Location<br>Container<br>Count | [3]<br>Weekly<br>Service<br>Count | [4]<br>Generation<br>Rate<br>CY/Mo. =<br>[1] x [2] x [3]<br>x 4.3333 | [5]<br>Unit<br>Cost<br>\$/CY | [6]<br>Cost<br>\$/Month<br>=[4]x[5] |
|---|--|---------------------------------|---------------------------------------|-----------------------------------|--|------------------------------|-------------------------------------|
| <b>QUALIFIED CONDOMINIUMS</b><br><i>[Served by City under Contract; Development must provide all approved containers; City will pay for service only]</i> |  |                                 |                                       |                                   |  |                              |                                     |
| 21  | <b>Candlewood Square</b><br>140 Lake Concord Rd NE<br>Concord, NC 28025<br><i>[Access 1 dumpster in west parking lot, at SW property; 2<sup>nd</sup> dumpster in east parking lot, at SE property corner.]</i>                               | 8                               | 2                                     | 2                                 | 138.7  | \$1.90                       | \$263.53                            |
| 22  | <b>Cliffdwellers Apts</b><br>115 Eastcliff Dr. SE<br>Concord, NC 28025   | 8                               | 1                                     | 2                                 | 69.3   | \$1.90                       | \$131.67                            |
| 23  | <b>Locke Mill Plaza</b><br>1 Buffalo Ave. NW<br>Concord, NC 28025  | 8                               | 4                                     | 2                                 | 277.3  | \$1.90                       | \$526.87                            |
| 24  | <b>Ridgeview Condos</b><br>Located off 3260 Carlyle Dr. in Zemoso Acres Subdivision. Bulk Containers located at following locations:<br>1- Oxford PI NW<br>2- Wexford PI NW<br>3- Hanford PI NW<br>4- Kenilworth Ct. NW<br>5- Carlyle Dr. NW | 6                               | 5                                     | 2                                 | 260.0  | \$1.90                       | \$494.00                            |
| 25  | <b>Woodridge Condos</b><br>241-251 Country Club Dr. NE<br>Concord, NC 28025  | 8                               | 2                                     | 2                                 | 138.7  | \$1.90                       | \$263.53                            |
| 26  | <b>Churchview Condos</b><br>209-230 Misenheimer Dr. NW<br>Concord, NC 28025  | 4                               | 1                                     | 1                                 | 17.3   | \$1.90                       | \$32.87                             |
| 27  | <b>Cornerstone Condo</b><br>84 Lake Concord Rd NE<br>Concord, NC 28025<br><i>[Access dumpster from Morrow CT NE]</i>   | 4                               | 1                                     | 2                                 | 34.7   | \$1.90                       | \$65.93                             |
| 28  | <b>Edgewood Terrace Condos</b><br>47-51 Edgewood Ave NE<br>Concord, NC 28025   | 8                               | 1                                     | 1                                 | 34.7   | \$1.90                       | \$65.93                             |
| 29  | <b>Oak Park Townhouses</b><br>1240-1290 Branson Rd NW<br>Concord, NC 28027   | 8                               | 1                                     | 1                                 | 34.7   | \$1.90                       | \$65.93                             |
| 30  | <b>Sub-Total Condo/Townhomes</b>   |                                 | 18                                    | Sum, Lines 21 to 29               |  |                              | \$1910.26                           |
| 31  | <b>Total, All Collection Line [20]+[30]</b>  |                                 |                                       |                                   | 2,218.7  |                              | \$4001.40                           |

# Signature Page

COMPANY NAME ..... BFI Waste Services, LLC DBA Republic Services of Charlotte

AUTHORIZED SIGNATURE.....  \_\_\_\_\_

TYPE OR PRINT NAME AND TITLE ..... Timothy J. Ginn \_\_\_\_\_

FEDERAL ID # ..... 86-1006825 \_\_\_\_\_

TELEPHONE # ..... 480.459.7339 \_\_\_\_\_

# References

## EXHIBIT C

### LIST OF REFERENCES

The PROPOSER shall provide no more than 10 of the most recently awarded and serviced (but not necessarily completed) comparable jobs in North Carolina. If the PROPOSER has less than ten (10) comparable jobs in North Carolina in the last five (5) years, the PROPOSER may supplement the list of North Carolina jobs with comparable jobs in Georgia, South Carolina, or Tennessee.

1. Name of Public/Private Agency: City of Concord

Address: PO Box 308  
Concord, NC 28026

Phone Number: 704-920-5351 Mobile Number: \_\_\_\_\_

Principal Contact Person(s): Robin Barham

Year Contract Initiated: 5 Contract Amount: \$ \$3,900

No. Bulk Containers: 8 CY: 30 6 CY: 7 4 CY: 4 2 CY: \_\_\_\_\_

2. Name of Public/Private Agency: Cabarrus County

Address: 65 Church Street

Phone Number: 704-920-3209 Mobile Number: 704-721-9698

Principal Contact Person(s): Kevin Grant

Year Contract Initiated: 10 Contract Amount: \$ 3,200

No. Bulk Containers: 8 CY: 17 6 CY: \_\_\_\_\_ 4 CY: \_\_\_\_\_ 2 CY: 1

# Exhibit D

## EXHIBIT "D"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

\*\*\*\*\*

I, Timothy J. Ginn (the individual signing below), being duly authorized by and on behalf of BFI Waste Services, LLC (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 § 64-26.
2. Employer understands that Employers Must Use E-Verify. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) 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 X, 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 17th day of May, 20 22.

Timothy J. Ginn

Signature of Affiant

Print or Type Name: Timothy J. Ginn

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the 17th

day of May, 20 22.

My Commission Expires: June 15, 2025

Donna W. Goodwin

Notary Public

(Affix Official/Notarial Seal)

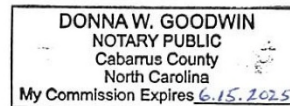




EXHIBIT "F"



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 2

DATE (MM/DD/YYYY)  
06/23/2021

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).

| <b>PRODUCER</b><br>CANNON COCHRAN MANAGEMENT SERVICES, INC.<br>17015 N. SCOTSDALE RD<br>SCOTSDALE, AZ 85255 |        | <b>CONTACT NAME:</b><br>PHONE (A/C No.Ext):      FAX (A/C No.Ext):<br>E-MAIL ADDRESS: certficateteam@ccmsi.com  |  |                               |        |                                       |       |  |       |  |       |   |       |            |  |            |  |
|---|--------|---|--|-------------------------------|--------|---------------------------------------|-------|--|-------|--|-------|---|-------|------------|--|------------|--|
| <b>INSURED</b><br>REPUBLIC SERVICES, INC.<br>18500 N. ALLIED WAY<br>PHOENIX, AZ 85054                       |        | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: ACE American Insurance Co.</td> <td>22667</td> </tr> <tr> <td>INSURER B: Indemnity Insurance Co of North America</td> <td>43575</td> </tr> <tr> <td>INSURER C: ACE Fire Underwriters Insurance Co.</td> <td>20702</td> </tr> <tr> <td>INSURER D: Illinois Union Insurance Company</td> <td>27960</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> |  | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: ACE American Insurance Co. | 22667 | INSURER B: Indemnity Insurance Co of North America | 43575 | INSURER C: ACE Fire Underwriters Insurance Co. | 20702 | INSURER D: Illinois Union Insurance Company | 27960 | INSURER E: |  | INSURER F: |  |
| INSURER(S) AFFORDING COVERAGE   | NAIC # |   |  |                               |        |                                       |       |  |       |  |       |   |       |            |  |            |  |
| INSURER A: ACE American Insurance Co.   | 22667  |   |  |                               |        |                                       |       |  |       |  |       |   |       |            |  |            |  |
| INSURER B: Indemnity Insurance Co of North America  | 43575  |   |  |                               |        |                                       |       |  |       |  |       |   |       |            |  |            |  |
| INSURER C: ACE Fire Underwriters Insurance Co.  | 20702  |   |  |                               |        |                                       |       |  |       |  |       |   |       |            |  |            |  |
| INSURER D: Illinois Union Insurance Company   | 27960  |   |  |                               |        |                                       |       |  |       |  |       |   |       |            |  |            |  |
| INSURER E:  |        |   |  |                               |        |                                       |       |  |       |  |       |   |       |            |  |            |  |
| INSURER F:  |        |   |  |                               |        |                                       |       |  |       |  |       |   |       |            |  |            |  |

COVERAGES      CERTIFICATE NUMBER: 1966819      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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER:   |           |          | HDO G72482074   | 06/30/2021              | 06/30/2022              | EACH OCCURRENCE \$ 5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY \$ 5,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS -COMP/OP AGG \$ 5,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ |           |          | ISA H25549752   | 06/30/2021              | 06/30/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | WLR C67824064 AOS<br>WLR C67824027 CA/MA/OR<br>SCF C67824106 - WI<br>WCU C67824143 - OH XS<br>TNS C68990592 - TX NSXS | 06/30/2021              | 06/30/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 3,000,000<br>E.L. DISEASE -EA EMPLOYEE \$ 3,000,000<br>E.L. DISFASF -POLICY LIMIT \$ 3,000,000                           |

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

EVIDENCE OF COVERAGE - FOR USE FOR REPUBLIC SERVICES, INC. AND ALL ITS SUBSIDIARIES

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>EVIDENCE OF COVERAGE<br>United States | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|

AGENCY CUSTOMER ID: \_\_\_\_\_  
 LOC #: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE**

Page 2 of 2

|                                 |           |   |  |
|---------------------------------|-----------|---|--|
| AGENCY                          |           | NAMED INSURED   |  |
| POLICY NUMBER<br>See First Page |           | REPUBLIC SERVICES, INC.<br>18500 N. ALLIED WAY<br>PHOENIX, AZ 85054 |  |
| CARRIER<br>See First Page       | NAIC CODE | EFFECTIVE DATE:   |  |

ADDITIONAL REMARKS CERTIFICATE NUMBER: 1966819

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

**GENERAL LIABILITY:**

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**AUTO LIABILITY:**

Certificate holder is Additional Insured when required by written contract.  
 Coverage is primary and non-contributory when required by written contract.  
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

**WORKERS COMPENSATION AND EMPLOYERS LIABILITY:**

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67824064 and stop gap coverage for OH is covered under policy no. WCU C67824143, as noted on page 1 of this certificate.

**TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:**

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68990592) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

**Additional insured includes: [the names of the entity or entities that the customer wants listed as additional insured(s)] when required by written contract.**

# Collections – Commercial

Republic Services provides effortless recycling and waste solutions for our commercial customers, working with them to evaluate and optimize their solution.

## Commercial Solid Waste

From monthly to daily collections, and dumpster sizes ranging from 2- to 8-yards in size, Republic Services offers solid waste and recycling services with a variety of dumpster sizes and service frequencies to meet every business' needs.

Our commitment to you is simple, we will:

- Complete every collection as scheduled
- Return the cart to its dedicated location
- Clean loose litter or debris
- Ensure that enclosures are properly secured

## Commercial Recycling

Republic Services offers single-stream recycling, in which the customer deposits recommended empty, clean and dry recyclable materials in the one recycling cart. Republic Services then collects and transports the materials to the Recycling Centers for separation and processing.

Republic Services also offers source-separated recycling for cardboard and other commodities that can be taken directly to a local processing facility.

## Flexible, Tailored Solutions

Our dedicated team is available to consult with businesses and communities of any size to conduct a comprehensive on-site waste assessment to determine the needed services, collection frequencies, and dumpster sizes. During the assessment, we

**Commercial customers enjoy options and tailored solutions, regardless of company size**

- In-person waste audits for commercial customers confirm the right level of service
- Wide range of services, including waste, recycling, and innovative sustainable solutions
- Range of dumpster sizes, from 2 to 8 yards, with an average lifespan of more than 10 years

will identify dumpster locations and access paths that allow for safe, convenient service.

Right-sizing service levels can increase waste diversion, improve collection productivity, and lead to reduced costs for customers.

## Dumpsters

Republic Services uses small dumpsters constructed of durable steel bodies and two plastic lids. Dumpsters range in size from 2 to 8 yards, and can be placed on casters for easy maneuverability, if necessary.

Constructed of a strong plastic resin, dumpsters are useful for small offices and businesses. Dumpsters are designed to last up to 10 years, with easily interchangeable wheels and lids.

## Methodology and Procedures

Republic Services uses front-load collection vehicles to service dumpster commercial customers in Concord.

## Front-Load Vehicles

We service commercial customers with front-load collection vehicles with [28]-cubic yard volume bodies because:

- The supplier is a company that has proven to be among the strongest, safest and lowest maintenance trucks in the industry

- Our first-hand local knowledge shows that this truck's size and attributes will "fit" every neighborhood we service, including hard-to-service accounts

## Holidays & Schedule Disruptions

Republic Services will take all necessary steps to notify customers prior to all holidays and unforeseen schedule disruptions via our Republic Services app and the Call-Em-All automated calling system.

*Figure 1. **Dumpster Placement.** The correct placement allows for safer and consistent service.*







**CITY OF CONCORD SOLID WASTE SERVICES  
PROPOSAL REQUEST FOR BULK CONTAINER SERVICE AT CITY  
FACILITIES AND QUALIFIED CONDOMINIUMS**

The City of Concord is requesting proposals for the provision of bulk container solid waste collection, removal and disposal from designated City facilities as well as qualified condominium and townhome developments within the City of Concord municipal limits. Said proposals shall include the provision of all trucks, trailers, equipment, personnel, land facilities and permits necessary to provide the collection, removal, and disposal services herein described.

Proposing contractors shall carefully examine all forms, documents, specifications, and Exhibits related to this Request including but not limited to:

**Exhibit A:** Exhibit A is the Scope of Service connected with this Request. Table A-1 will be completed after a Contractor is selected, and will summarize the information and pricing by Container Size, Service Frequency, and Unit Costs.

**Exhibit B:** Exhibit B is the Bid Tabulation Sheet and presents the current collection service locations, including container size and collection frequency schedule.

**Exhibit C:** Exhibit C is the List of References which shall be completed and submitted by the proposing contractor. Proposing contractors shall provide no more than 10 references of the most recently awarded and serviced (but not necessarily completed) jobs performed in North Carolina in the last 5 years. The proposing contractor may supplement the list of North Carolina jobs with comparable jobs in South Carolina, Georgia, or Tennessee.

**Exhibit D:** The proposing contractor shall complete an E-Verify Affidavit. Without said Affidavit on file, the City is unable to request a purchase order.

**Exhibit E:** The proposing contractor shall submit vendor information forms as well as W-9 forms. Without this information on file, the City is unable to request a purchase order.

**Exhibit F:** The proposing contractor shall submit a Certificate of Insurance Form that complies with the listed requirements and provides or exceeds the minimum coverage limits presented in Section 7 Insurance. All boxes shall be checked and the City listed as an additional insured, exactly as shown in the EXAMPLE included in Exhibit F.

This is an informal bid and will not include a formal bid opening. Your signed bid, may be submitted to the Purchasing Manager by fax, email, mail, or hand-delivered to the physical address below before 4:00 PM on WEDNESDAY, MAY 25, 2022.

By submitting a quote pursuant to this Request, the proposing contractor affirms that he/she can and will furnish the materials, labor, equipment, and services called for by this Request or as shall be amended in the future based upon unit prices listed.

The City of Concord reserves the following rights and options:

1. To reject any or all quotes, or any portion thereof;
2. To reject any and all proposals without cause;
3. To waive irregularities in any proposal;
4. To enter into negotiations with any proposer, or multiple proposers, or the City's existing contractor for collection services;
5. To visit the operations center and observe maintenance capabilities, number of vehicles and condition of fleet;
6. To issue subsequent requests for new proposals.

Selection criteria shall include but not necessarily be limited to:

1. Price;
2. Comments from references or others regarding performance and service delivery;

All pricing is FOB City of Concord Operations Center at address below:

Physical Address

Mailing Address

Ryan LeClear, Purchasing Manager  
635 Alfred Brown Jr Court SW  
Concord, NC 28025

City of Concord Purchasing  
PO Box 308  
Concord, NC 28026-0308

Telephone: 704-920-5447

Attn: Ryan LeClear

Email: [leclearr@concordnc.gov](mailto:leclearr@concordnc.gov)

Any questions regarding this request should be directed in writing to Ryan LeClear, Purchasing Manager.

## SERVICE CONTRACT FOR BULK CONTAINER COLLECTION

This contract is made and entered into as of the \_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by the City of CONCORD (“City”) and \_\_\_\_\_ (“Contractor”), ( ) a corporation, ( ) a professional corporation, ( ) a professional association, ( ) a limited partnership, ( ) a sole proprietorship, or ( ) a general partnership; organized and existing under the laws of the State of \_\_\_\_\_.

**Sec. 1. Background and Purpose.** The City of Concord desires an agreement with \_\_\_\_\_ to provide bulk container solid waste collection at designated City facilities and qualified condominium and townhome developments located within the Concord City limits (“Source Locations”) at the charges set forth in Sec. 4. The City of Concord provides these services using contract services.

**Sec. 2. Services and Scope to be Performed.** The Contractor shall provide all trucks, trailers, equipment, personnel, land facilities and permits necessary to provide bulk waste collection and disposal services at the Source Locations at the charges set forth either in Section 4 or in Exhibit “A”. In this contract, “services” means the services that the Contractor is required to perform pursuant to this contract and all of the Contractor’s duties to the City that arise out of this contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse to issue payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

**Sec. 3. Complete Work without Extra Cost.** Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

**Sec. 4. Compensation.** The City shall pay the Contractor for the Work as provided in either this paragraph or in Exhibit “A”. Any additional services needed beyond regularly scheduled services may require additional charges. The City shall not be obligated to pay the Contractor any payments, fees, expenses, or compensation other than those authorized by this section or authorized by a duly approved amendment or change order signed by the City.

a. **Contractor Payments:** The City shall pay the Contractor for services provided in accordance with the Scope of Services and the Fee Schedule in Exhibit A. Any additional services needed beyond regularly scheduled services may require additional charges. The City will pay the designated fees and charges, as indicated by this Agreement, on a monthly basis. The Contractor will invoice City on a monthly basis. All invoices will be paid net thirty (30) days after the receipt of the invoice.

b. **Other Adjustments.** The listed unit price shall be adjusted annually for inflation beginning July 1, 2023 and may be adjusted upward or downward to reflect annual changes in the most recent monthly value of the Consumer Price Index – Water and Sewer and Trash Collections index, as published by the U.S. Department of Labor.

**Sec. 5. Term.** This Contract term is for three-years and shall begin on July 1, 2022 and end at midnight on June 30, 2025 (“Initial Term”). Upon the expiration of the Initial Term of this contract, provided this Contract has not been previously terminated pursuant to the provisions as may be set forth elsewhere herein, this Contract may be extended for two additional one-year terms as detailed in Exhibit “A”.

**Sec. 6. Contractor’s Billings to City.** Payments will be made in accordance with either this paragraph or in Exhibit “A”. Contractor shall submit an original pay request (invoice) to the City Purchasing Agent by the first of each month to expedite payment. Upon receipt of the pay request the City Purchasing Agent will verify the amounts and if correct, will forward the pay request to the Finance Department for payment. Final payment shall be made to the Contractor within thirty (30) days after all work has been fully completed and verified by the City project manager.

**Sec. 7. Insurance.** Contractor shall maintain insurance policies at all times with minimum limits as follows:

| <u>Coverage</u>       | <u>Minimum Limits</u>   |
|-----------------------|---|
| Workers' Compensation | \$500,000 each accident, \$500,000 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; otherwise,<br><br><input type="checkbox"/> \$2,000,000 per occurrence |

Contractor shall provide the City with a **Certificate of Insurance** for review prior to the issuance of any contract or Purchase Order. Certificates of insurance must be submitted on an Acord Form (revised 2010/05), and the City must be named as additional insured on all lines of coverage, except for Professional liability and Workers' Compensation. Contractor shall provide a Certificate of Insurance to the City listing the City as additional insured as required by written contract. The General Liability, Automobile Liability and Workers Compensation policies include a Waiver of Subrogation in favor of the City of Concord. The Umbrella Policy shall follow the form of the General Liability and Automobile Liability Policies. 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.

The City shall be named as an **additional insured** 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 to be added as an additional insured as evidenced by an endorsement attached to this certificate." Failure to maintain the required insurance in force shall constitute a material breach of this Contract and may, at the City's option, be cause for Contract termination. 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 Contract without notice.

Without limiting the coverage required pursuant to this Section, Contractor shall provide Workers' Compensation insurance if it employs three or more employees. The Worker's Compensation insurance shall have the North Carolina mandated statutory limits. Contractor shall fully comply with all applicable laws including, but not limited to, North Carolina's Workers' Compensation Act (Chapter 97 of the NC General Statutes).

**Sec. 8. Performance of Work by City.** If the Contractor fails to perform the Work in accordance with the schedule referred to in Exhibit "A", the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

**Sec. 9. 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" – Bid Tabulation Form
- (c) Exhibit "C" – List of References
- (d) Exhibit "D" – Contractor must execute the Affidavit attached as Exhibit D, attesting to compliance with state and federal laws related to E-Verify.
- (e) Exhibit "E" – Tax Form(s).
- (f) Exhibit "F" – Certificate of Insurance.

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and approved by the City in writing.

**Sec. 10. Notice.** (a) All notices and other communications required or permitted by this contract 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:

Robin Barham  
City of Concord  
P.O. Box 308  
Concord, NC 28026  
Telephone: (704) 920-5351  
Fax Number: (704) 795-0404

To the Contractor:

VaLerie Kolczynski, Esq.  
City Attorney  
PO Box 308  
Concord, NC 28026  
(704) 920-5115  
(704) 784-1791

(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 contract 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 or upon actual delivery, whichever first occurs.

**Sec. 11. Indemnification.** To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable



to City. As used in this subsection – “Charges” means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney’s fees, and amounts for alleged 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 contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this contract. This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this Contract.

**Sec. 12. Corporate Status.** If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this Contract, at the sole option of the City, shall be declared null and void or the Contractor shall execute a new Contract showing the Contractor’s correct legal entity.

**Sec. 13. Breach.** In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. 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. 14. Miscellaneous.**

(a) Choice of Law and Forum. This contract shall be deemed made in Cabarrus County, North Carolina. This contract 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 contract 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 the City shall constitute a waiver of any of its rights or remedies that arise out of this contract, 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 contract 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 contract shall be unenforceable, the remainder of this contract 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 of 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 contract and all of the City’s claims that arise out of this contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law.

(g) 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.

(h) EEO Provisions. During the performance of this Contract 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 disability. The Contractor shall take affirmative action to insure 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 disability. 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 disability.

(i) No Third Party Right Created. This contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this contract, 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.

(k) Modifications, Entire Agreement. A modification of this contract 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 contract contains the entire agreement between the parties pertaining to the subject matter of this contract. 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 contract.

(l) W-9 Form. Contractor shall provide a completed W-9 form to the City upon execution of this contract.

(m) No Employment Relationship. For all matters relating to this Agreement, Contractor shall be deemed an independent contractor. Nothing in this Agreement shall be construed in such a manner as to create an employee-employer relationship between City and Contractor.

(n) 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.

[Signature Page to Follow]

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.

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)

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

By: \_\_\_\_\_  
Signature of President/Vice President/Manager/Partner

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

ATTEST BY:

ATTEST:

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

BY: \_\_\_\_\_  
Signature of Vice President, Secretary, or other officer

Printed Name: \_\_\_\_\_

Title \_\_\_\_\_

SEAL

APPROVED AS TO FORM:

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

**APPROVAL BY CITY FINANCE OFFICER**

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

\_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF SERVICE & FEE SCHEDULE**

This document is an Exhibit to the Agreement for Professional Services between the CITY OF CONCORD and \_\_\_\_\_ dated \_\_\_\_\_, 2\_\_\_\_.

This Contract shall begin on July 1, 2022 and end at June 30, 2025. This Agreement may be renewed for successive two additional one-year terms (the “Renewal Terms”) upon mutual agreement in writing by the parties at the rates contained herein (as may be adjusted as provided herein) no less than sixty (60) days prior to the expiration of the Initial Term or the then current Renewal Term.

**Scope of Services:**

CONTRACTOR agrees to furnish all necessary trucks, trailers, and requisite personnel and to perform the collection and transportation services relating to bulk container collection, removal and disposal at the Source Locations. CONTRACTOR shall pick up and transport said commercial and residential waste from such Source Locations to the destination(s) designated, from time to time, by CITY. Provided, in the event such bulk containers are found by CONTRACTOR to contain any radioactive, volatile, toxic, explosive or other hazardous materials, as the same may be listed or characterized by the applicable standards or other U.S. Environmental Protection Agency laws, rules or regulations, or other substances which may be harmful to CONTRACTOR’s employees or which may be subject to regulation concerning disposal, CONTRACTOR shall not be required to handle such material and, in such event, CONTRACTOR shall immediately notify CITY and the Source Location responsible for such material.

CONTRACTOR agrees and covenants to comply with all applicable Federal, State, and local laws and regulations including, without limitations, those applicable to transportation tariffs and hauling licensing and fees.

**Fee for Scope of Services:**

The fee for services shall not exceed \_\_\_\_\_ and shall be based on the services provided and the schedule of fees presented in Exhibit A. Fees for Bulk Waste Container Service shall be invoiced based on the Unit Prices included in Exhibit A, Table A-1 or as may be adjusted in the future as authorized in this Contract. Invoices shall be directed to: City of Concord Attention: Solid Waste Services Director; Post Office Box 308, Concord, NC 28026-0308. The CONTRACTOR will consult with the City for authorization and adjustments in scope of services prior to conducting any work or providing any additional services that will cause a cost overrun.

**Service Description:**

The budget for the scope of services described herein and is based on the unit prices presented in Exhibit B:

Contractor shall provide and maintain bulk containers in serviceable condition at all Source Locations at no cost to the City.

All condominiums serviced under this contract shall be required to provide the correct number and sizes of bulk containers required to hold the waste generated, and shall maintain each bulk container in serviceable condition at the sole cost of that condominium facility.

**TABLE A-1**  
**BID TAB SUMMARY / FEE SCHEDULE**  
**CONTAINER SIZES, COUNTS AND UNIT COST**

| [1]<br>Container<br>Size,<br>Cu. Yd. | [2]<br>Weekly<br>Service<br>Count | [3]<br>Monthly<br>Adjustment<br>Factor | [4]<br>Generation<br>Rate<br>Cu. Yd./Mo.<br>[4]=[1]x[2]x[3] | [5]<br>Total<br>No. Units<br>[Vol./Freq.] | [6]<br>Monthly<br>Volume,<br>\$/Cu. Yd. | [7]<br>Unit Cost<br>\$/Cu. Yd. | [8]<br>Cost<br>\$/Month<br>[8]=[6]x[7] |
|--------------------------------------|-----------------------------------|--|---|---|---|--------------------------------|--|
| 8                                    | 1                                 | 4.3333                                 | 34.67   | 10  | 346.7                                   |                                |  |
| 8                                    | 2                                 | 4.3333                                 | 69.33   | 19  | 1,317.27                                |                                |  |
| 8                                    | 3                                 | 4.3333                                 | 104.00  | 1   | 104.00                                  |                                |  |
| Subtotal (8)                         |                                   |  |   | 30  | 1,767.97                                |                                |  |
| 6                                    | 1                                 | 4.3333                                 | 26.00   | 1   | 26.00                                   |                                |  |
| 6                                    | 2                                 | 4.3333                                 | 52.00   | 5   | 260.00                                  |                                |  |
| 6                                    | 3                                 | 4.3333                                 | 78.00   | 1   | 78.00                                   |                                |  |
| Subtotal (6)                         |                                   |  |   | 7   | 364.00                                  |                                |  |
| 4                                    | 1                                 | 4.3333                                 | 17.33   | 3   | 51.99                                   |                                |  |
| 4                                    | 2                                 | 4.3333                                 | 34.67   | 1   | 34.67                                   |                                |  |
| Subtotal (4)                         |                                   |  |   | 4   | 86.66                                   |                                |  |
| <b>TOTAL (Subtotals 8 + 6 + 4)</b>   |                                   |  |   | 41  | 2218.63                                 |                                |  |
|                                      |                                   |  |   |   |   |                                |  |

<sup>1</sup> 2 Cubic Yard bulk containers included for pricing only. Currently, there are no 2 CY bulk containers in service and are not included in the total count.

| Bulk Container<br>Volume, CY | No. Located City<br>Facilities | No. Located<br>Condos & THs | Total Container<br>Count |
|------------------------------|--------------------------------|-----------------------------|--------------------------|
| 8                            | 19                             | 11                          | 30                       |
| 6                            | 2                              | 5                           | 7                        |
| 4                            | 2                              | 2                           | 4                        |

**Service Standards:**

The City of Concord provides bulk container service to City facilities and qualified condominiums and townhomes through contract services. All service applications and request for changes in level or frequency of service are reviewed, approved and managed under the direction of the City of Concord Solid Waste Services



Director or his or her appointee. All communication for such changes or modifications shall be communicated between the City and an assigned customer service representative. Communication through a centralized customer service or call center is not acceptable.

**Bulk Waste Containers Service Level:**

The City reserves the right to adjust the number of containers, service frequency and locations at any time as directed by the Solid Waste Services Director to meet the changing needs of the City or its Customers. The Contractor shall adjust the monthly invoice to reflect these changes using the unit prices contained herein or as may be adjusted in the future.

**Temporary Changes in Service:**

The City may modify, temporarily remove service, or discontinue service at any location at its sole discretion without incurring any cost or penalties. During long or short term interruptions in service, the Contractor shall at the direction of the City, relocate, remove and or return bulk containers to the specified location at no cost to the City.

**Additional Collections:**

The City may request courtesy collections when the bulk containers are filled to capacity. These requests shall be completed within one business day.

**Blocked Access:**

The City of Concord shall not be charged for missed collections due to illegally parked vehicles, utility construction, traffic congestion or similar obstructions beyond its control. Any fees resulting in missed collection at qualifying condominiums or townhomes shall be the sole responsibility of the development.

**Tipping Fees Apply at BFI/CMS Landfill:**

The City of Concord franchise agreement exempts residential solid waste from tipping fees at the BFI/CMS Landfill only. Bulk container waste is classified as commercial waste and therefore is not exempt from tipping fees.

**Provision and Maintenance of Bulk Waste Containers:**

The Contractor shall provide and maintain in proper repair the required number and size bulk containers at each City facility at no cost to the City.

Each qualifying condominium or townhome must provide and maintain in proper repair at its own cost the number and size bulk container(s) required to service their development.

The Contractor shall provide solid waste bulk container service to the designated locations regardless of the name on the dumpster.

Maintaining the bulk container in proper repair and condition relating to this Contract shall include, but not be limited to the following:

1. The lids shall be intact and aligned to assure the lid closes and correctly seats to cover the open top to prevent precipitation from entering the container;
2. The slide doors shall remain intact and freely move to the opened and closed position;
3. The bottom and exterior of the structure shall remain free of rust holes or punctures to prevent spillage and vector entry;
4. The drain plugs shall remain in place to prevent liquids from exiting the container and contaminating the storm water runoff;
5. The exterior surface shall be painted and all signage and placards shall be legible;

6. The bulk container(s) shall be removed from service and cleaned off site as necessary to comply with applicable local and state environmental health regulations or when directed by the State or local governments, their agencies or representatives to mitigate health and safety risks or odor complaints;
7. Any measures required to comply with all applicable public health regulations or directives; or
8. Any measures required to mitigate risk of personal injury or property damage as determined by the Solid Waste Director.

**Spills and Littering:**

The Contractor shall take every precaution to prevent spillage and litter occurring during the container collection or any activity related to providing this service. Contractor driver shall inspect his vehicle and remove any loose material on the vehicle or on the ground before leaving the premises. Any spillage, littering or property damage occurring during the collection process or due to failure of the container or the vehicle shall be the Contractor's responsibility to clean up or make necessary repairs.

**Driver Observations:**

Contractor driver observations are important to providing and maintaining reliable, quality service to all customers. The City requires written reports via email or postal service reports of any defects in the containers serviced or conditions that can potentially lead to personal injury or property damage. Included in these reports should be listed any spill or littering resulting from collection or transportation, leaks and spills of hydraulic fluids upon public or private roads, private driveways, or private property.

**Hours of Operation:**

Special attention is directed to Concord City Ordinance Sec. 46-74 regarding the allowed hours of operation for refuse collection equipment. Violations of these operating hours will result in citations to both the driver and the Contractor. The Ordinance reads as follows:

**Sec. 46-74. Evening and early morning use of refuse collection equipment prohibited.**

- (a) It shall be unlawful for any person, firm, or corporation to cause a disturbance to any other person by operating any equipment for the emptying of dumpsters or collection of commercial refuse between the hours of 10:00 p.m. and 6:00 a.m. within the city limits, except in emergencies with the approval of the city manager or his designee.
- (b) Any person in violation of this section shall be guilty of a misdemeanor and upon conviction shall be fined \$100.00.
- (c) Any firm or corporation in violation of this section shall be liable for civil penalties of \$1,000.00 for the first occurrence and \$2,000.00 for any subsequent occurrence. Said penalties shall bear an additional penalty of \$100.00 for each day in excess of 14 calendar days from notice by certified mail or personal service that said penalties remain unpaid.

**END OF EXHIBIT A**

**EXHIBIT B**  
**BID TABULATION FORM**  
**BULK REFUSE CONTAINER SERVICE**  
**May 2022**

| L<br>I<br>N<br>E       | SERVICE LOCATIONS   | [1]<br>Container<br>Size,<br>CY | [2]<br>Location<br>Container<br>Count | [3]<br>Weekly<br>Service<br>Count | [4]<br>Generation<br>Rate<br>CY/Mo. =<br>[1] x [2] x [3]<br>x 4.3333 | [5]<br>Unit<br>Cost<br>\$/CY | [6]<br>Cost<br>\$/Month<br>=[4]x[5] |
|------------------------|---|---------------------------------|---------------------------------------|-----------------------------------|--|------------------------------|-------------------------------------|
| <b>CITY FACILITIES</b> |   |                                 |                                       |                                   |  |                              |                                     |
| 1                      | <b>Fire Station 3</b><br>100 Warren C. Coleman Blvd. N.<br>Concord, NC 28027  | 8                               | 1                                     | 2                                 | 69.3   |                              |                                     |
| 2                      | <b>Fire Station 7</b><br>250 International Dr. NW<br>Concord, NC 28027  | 8                               | 1                                     | 1                                 | 34.7   |                              |                                     |
| 3                      | <b>Fire Station 8</b><br>1485 Old Charlotte Rd. Concord, NC<br>28027  | 4                               | 1                                     | 1                                 | 17.3   |                              |                                     |
| 4                      | <b>Fire Station 9</b><br>1020 Ivey Cline Rd NW<br>Concord, NC 28027   | 8                               | 1                                     | 1                                 | 34.7   |                              |                                     |
| 5                      | <b>Academy Recreation Center</b><br>147 Academy Ave. NW<br>Concord, NC 28025  | 8                               | 1                                     | 2                                 | 69.3   |                              |                                     |
| 6                      | <b>Hartsell Recreation Center</b><br>60 Hartsell School Rd SW, Swink St<br>Concord, NC 28027                            | 8                               | 1                                     | 2                                 | 69.3   |                              |                                     |
| 7                      | <b>Les Myers Park</b><br>338 Lawndale Ave. SE<br>Concord, NC 28025  | 8                               | 1                                     | 2                                 | 69.3   |                              |                                     |
| 8                      | <b>Marvin Caldwell Park</b><br>362 Georgia Ave. SW<br>Concord, NC 28025   | 6                               | 1                                     | 1                                 | 26.0   |                              |                                     |
| 9                      | <b>James L. Dorton Park</b><br>5790 Poplar Tent Rd. NW<br>Concord, NC 28027   | 8                               | 1                                     | 2                                 | 69.3   |                              |                                     |
| 10                     | <b>Hartsell Park</b><br>65 Sunderland Rd. SW<br>Concord, NC 28027   | 8                               | 1                                     | 1                                 | 34.7   |                              |                                     |
| 11                     | <b>W.W. Flowe Park</b><br>99 Central Heights Dr. SW<br>Concord, NC 28025  | 8                               | 2                                     | 1                                 | 69.3   |                              |                                     |
| 12                     | <b>Grounds Maintenance Facility</b><br>183 Academy Ave NW<br>Concord, NC 28025<br>All-In-One Recycling                  | 8                               | 1                                     | 1                                 | 34.7   |                              |                                     |
|                        | <b>Brown Operation Center</b><br>850 Warren Coleman Blvd S<br>Concord, NC 28025<br>[4 Bulk Containers at 3 Locations]   |                                 |                                       |                                   |  |                              |                                     |
| 13                     | <b>1. Dewatering Container</b><br>[Located left of service road 250 ft.<br>beyond Building & Grounds<br>Equipment Shed] | 6                               | 1                                     | 3                                 | 78.0   |                              |                                     |

**EXHIBIT B**  
**BID TABULATION FORM**  
**BULK REFUSE CONTAINER SERVICE**  
**May 2022**

| L<br>I<br>N<br>E | SERVICE LOCATIONS   | [1]<br>Container<br>Size,<br>CY | [2]<br>Location<br>Container<br>Count | [3]<br>Weekly<br>Service<br>Count | [4]<br>Generation<br>Rate<br>CY/Mo. =<br>[1] x [2] x [3]<br>x 4.3333 | [5]<br>Unit<br>Cost<br>\$/CY | [6]<br>Cost<br>\$/Month<br>=[4]x[5] |
|------------------|---|---------------------------------|---------------------------------------|-----------------------------------|--|------------------------------|-------------------------------------|
| 14               | <b>2-4. Bulk Waste Containers</b><br>[2 located behind Warehouse at north end of transformer laydown area; 1 located behind Fleet Services at north end of salt spreader storage racks] | 8                               | 3                                     | 2                                 | 208.0  |                              |                                     |
| 15               | <b>Coddle Creek Water Treat. Plant</b><br>6935 Davidson Hwy<br>Concord, NC 28027  | 8                               | 1                                     | 1                                 | 34.7   |                              |                                     |
|                  | <b>Concord Regional Airport</b><br>9000 Aviation Blvd NW<br>Concord, NC 28027<br>[2 Locations]  |                                 |                                       |                                   |  |                              |                                     |
| 16               | 1. <u>Airport Maint. Dumpsters</u><br>7435 Zephyr Place<br>Concord, NC 28027  | 8                               | 1                                     | 3                                 | 104.0  |                              |                                     |
| 17               | 2. <u>Airport Corporate Hangars</u><br>9000 Aviation Blvd NW<br>Concord, NC 28027   | 8                               | 2                                     | 2                                 | 138.7  |                              |                                     |
| 18               | <b>Cox Mill Elem Athletic Fields</b><br>1450 Cox Mill Rd<br>Concord, NC 28027   | 4                               | 1                                     | 1                                 | 17.3   |                              |                                     |
| 19               | <b>Fire Station #11</b><br>8955 Weddington Rd NW, Concord,<br>NC 28027  | 8                               | 1                                     | 1                                 | 34.7   |                              |                                     |
| 20               | Sub-Total City Facilities   |                                 | 23                                    | Sum, Lines 1 to 19                |  |                              |                                     |
|                  |   |                                 |                                       |                                   | 1,213.3  |                              |                                     |

**EXHIBIT B**  
**BID TABULATION FORM**  
**BULK REFUSE CONTAINER SERVICE**  
**May 2022**

| LINE  | SERVICE LOCATIONS  | [1]<br>Container<br>Size,<br>CY | [2]<br>Location<br>Container<br>Count | [3]<br>Weekly<br>Service<br>Count | [4]<br>Generation<br>Rate<br>CY/Mo. =<br>[1] x [2] x [3]<br>x 4.3333 | [5]<br>Unit<br>Cost<br>\$/CY | [6]<br>Cost<br>\$/Month<br>=[4]x[5] |
|---|--|---------------------------------|---------------------------------------|-----------------------------------|--|------------------------------|-------------------------------------|
| <b>QUALIFIED CONDOMINIUMS</b><br><i>[Served by City under Contract; Development must provide all approved containers; City will pay for service only]</i> |  |                                 |                                       |                                   |  |                              |                                     |
| 21  | <b>Candlewood Square</b><br>140 Lake Concord Rd NE<br>Concord, NC 28025<br><i>[Access 1 dumpster in west parking lot, at SW property; 2<sup>nd</sup> dumpster in east parking lot, at SE property corner.]</i>                               | 8                               | 2                                     | 2                                 | 138.7  |                              |                                     |
| 22  | <b>Cliffdwellers Apts</b><br>115 Eastcliff Dr. SE<br>Concord, NC 28025   | 8                               | 1                                     | 2                                 | 69.3   |                              |                                     |
| 23  | <b>Locke Mill Plaza</b><br>1 Buffalo Ave. NW<br>Concord, NC 28025  | 8                               | 4                                     | 2                                 | 277.3  |                              |                                     |
| 24  | <b>Ridgeview Condos</b><br>Located off 3260 Carlyle Dr. in Zemoso Acres Subdivision. Bulk Containers located at following locations:<br>1- Oxford PI NW<br>2- Wexford PI NW<br>3- Hanford PI NW<br>4- Kenilworth Ct. NW<br>5- Carlyle Dr. NW | 6                               | 5                                     | 2                                 | 260.0  |                              |                                     |
| 25  | <b>Woodridge Condos</b><br>241-251 Country Club Dr. NE<br>Concord, NC 28025  | 8                               | 2                                     | 2                                 | 138.7  |                              |                                     |
| 26  | <b>Churchview Condos</b><br>209-230 Misenheimer Dr. NW<br>Concord, NC 28025  | 4                               | 1                                     | 1                                 | 17.3   |                              |                                     |
| 27  | <b>Cornerstone Condo</b><br>84 Lake Concord Rd NE<br>Concord, NC 28025<br><i>[Access dumpster from Morrow CT NE]</i>   | 4                               | 1                                     | 2                                 | 34.7   |                              |                                     |
| 28  | <b>Edgewood Terrace Condos</b><br>47-51 Edgewood Ave NE<br>Concord, NC 28025   | 8                               | 1                                     | 1                                 | 34.7   |                              |                                     |
| 29  | <b>Oak Park Townhouses</b><br>1240-1290 Branson Rd NW<br>Concord, NC 28027   | 8                               | 1                                     | 1                                 | 34.7   |                              |                                     |
| 30  | <b>Sub-Total Condo/Townhomes</b>   |                                 | 18                                    | Sum, Lines 21 to 29               |  |                              |                                     |
| 31  | <b>Total, All Collection<br/>Line [20]+[30]</b>  |                                 |                                       |                                   |  |                              |                                     |



COMPANY NAME .....\_\_\_\_\_

AUTHORIZED SIGNATURE.....\_\_\_\_\_

TYPE OR PRINT NAME AND TITLE .....\_\_\_\_\_

FEDERAL ID # .....\_\_\_\_\_

TELEPHONE # .....\_\_\_\_\_

## EXHIBIT C

### LIST OF REFERENCES

The PROPOSER shall provide no more than 10 of the most recently awarded and serviced (but not necessarily completed) comparable jobs in North Carolina. If the PROPOSER has less than ten (10) comparable jobs in North Carolina in the last five (5) years, the PROPOSER may supplement the list of North Carolina jobs with comparable jobs in Georgia, South Carolina, or Tennessee.

1. Name of Public/Private Agency: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_

\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

No. Bulk Containers: 8 CY: \_\_\_\_\_ 6 CY: \_\_\_\_\_ 4 CY: \_\_\_\_\_ 2 CY: \_\_\_\_\_

2. Name of Public/Private Agency: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_

\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

No. Bulk Containers: 8 CY: \_\_\_\_\_ 6 CY: \_\_\_\_\_ 4 CY: \_\_\_\_\_ 2 CY: \_\_\_\_\_

**EXHIBIT C**  
**LIST OF REFERENCES, Page 2**

3. Name of Public/Private Agency: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

No. Bulk Containers: 8 CY: \_\_\_\_\_ 6 CY: \_\_\_\_\_ 4 CY: \_\_\_\_\_ 2 CY: \_\_\_\_\_

4. Name of Public/Private Agency: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

No. Bulk Containers: 8 CY: \_\_\_\_\_ 6 CY: \_\_\_\_\_ 4 CY: \_\_\_\_\_ 2 CY: \_\_\_\_\_

5. Name of Public/Private Agency: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

No. Bulk Containers: 8 CY: \_\_\_\_\_ 6 CY: \_\_\_\_\_ 4 CY: \_\_\_\_\_ 2 CY: \_\_\_\_\_

**EXHIBIT C**  
**LIST OF REFERENCES, Page 3**

6. Name of Public/Private Agency: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

No. Bulk Containers:    8 CY: \_\_\_\_\_    6 CY: \_\_\_\_\_    4 CY: \_\_\_\_\_    2 CY: \_\_\_\_\_

7. Name of Public/Private Agency: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

No. Bulk Containers:    8 CY: \_\_\_\_\_    6 CY: \_\_\_\_\_    4 CY: \_\_\_\_\_    2 CY: \_\_\_\_\_

8. Name of Public/Private Agency: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_  
\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

No. Bulk Containers:    8 CY: \_\_\_\_\_    6 CY: \_\_\_\_\_    4 CY: \_\_\_\_\_    2 CY: \_\_\_\_\_

**EXHIBIT C**  
**LIST OF REFERENCES Page 4**

9. Name of Public/Private Agency: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_

\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

No. Bulk Containers:    8 CY: \_\_\_\_\_    6 CY: \_\_\_\_\_    4 CY: \_\_\_\_\_    2 CY: \_\_\_\_\_

10. Name of Public/Private Agency: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Mobile Number: \_\_\_\_\_

Principal Contact Person(s): \_\_\_\_\_

\_\_\_\_\_

Year Contract Initiated: \_\_\_\_\_ Contract Amount: \$ \_\_\_\_\_

No. Bulk Containers:    8 CY: \_\_\_\_\_    6 CY: \_\_\_\_\_    4 CY: \_\_\_\_\_    2 CY: \_\_\_\_\_

COMPANY NAME ..... \_\_\_\_\_

FORM COMPLETED BY, SIGNATURE..... \_\_\_\_\_

TYPE NAME AND TITLE..... \_\_\_\_\_

\_\_\_\_\_

TELEPHONE # ..... \_\_\_\_\_



**EXHIBIT "D"**

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

\*\*\*\*\*

I, \_\_\_\_\_ (the individual signing below), being duly authorized by and on behalf of \_\_\_\_\_ (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 § 64-26.
2. Employer understands that Employers Must Use E-Verify. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) 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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Signature of Affiant

Print or Type Name: \_\_\_\_\_

State of North Carolina County of Cabarrus

Signed and sworn to (or affirmed) before me, this the \_\_\_\_\_

day of \_\_\_\_\_, 20\_\_.

My Commission Expires:

\_\_\_\_\_

Notary Public

(Affix Official/Notarial Seal)

## **EXHIBIT “E”**

# **TAX FORM(S)**

1. Vendor Quick Guide [3 Pages]
2. Vendor Information Form [1 Page]
3. W-9 Form [4 Pages]

**EXHIBIT “F”**

**CERTIFICATE OF INSURANCE**



**Request for Letters of Interest (RFLOI)**

**Transportation Planning Services for the Cabarrus Rowan MPO**

**RFLOI # 2532**

**March 21, 2022**

**City of Concord**

**REQUEST for LETTERS of INTEREST (RFLOI)**

**Transportation Planning Services for the Cabarrus Rowan MPO**

**TITLE: TRANSPORTATION PLANNING SERVICES FOR THE CABARRUS ROWAN METROPOLITAN PLANNING ORGANIZATION (CRMPO)**

**ISSUE DATE: March 21, 2022**

**SUBMITTAL DEADLINE: April 21, 2022**

**ISSUING AGENCY: City of Concord, Lead Agency**

**SYNOPSIS**

**SUBCONSULTANTS ARE PERMITTED UNDER THIS CONTRACT.**

This contract shall be partially reimbursed with Federal-aid funding through the North Carolina Department of Transportation (hereinafter referred to as the Department). The solicitation, selection, and negotiation of a contract shall be conducted in accordance with all Department requirements and guidelines.

The primary and/or subconsultant firm(s) shall be pre-qualified by the Department to perform any of the Discipline Codes listed below for the City of Concord. Discipline Codes required are:

- 00006 – Air Quality Conformity
- 00045 – Corridor Planning
- 00141 – Multimodal Transportation Planning
- 00260 – Comprehensive Transportation Planning Development
- 00261 – Long Range Transportation Planning
- 00363 – Travel Demand Model Application

**WORK CODES for each primary and/or subconsultant firm(s) (if Subconsultants are allowed under this RFLOI) SHALL be listed on the respective RS-2 FORMS (see section ‘SUBMISSION ORGANIZATION AND INFORMATION REQUIREMENTS’).**

This RFLOI is to solicit responses (LETTERS of INTEREST, or LOIs) from qualified firms to provide professional consulting services to:

**PROPOSED CONTRACT SCOPE SUMMARY.**



The Cabarrus Rowan Urban Area Metropolitan Planning Organization (CRMPO) is the officially designated body responsible for administrating the transportation planning process required under Federal Law. The CRMPO plans for regional transportation needs including highway, transit, air, bicycle and pedestrian facilities within both Cabarrus and Rowan counties as well as coordinating connections to the greater Metrolina Area and activities with adjacent MPOs. Priority goals of the CRMPO planning process include:

- Promote the safe and efficient management, operation and development of transportation system;
- Serve the mobility needs of people and freight;
- Public participation and partnership;
- Foster economic growth and development; and
- Minimize the negative effects of transportation including air quality.

The City of Concord, as the Lead Agency of the CRMPO is soliciting statements of qualification from interested consultants to provide urban area transportation planning services for the CRMPO. The selected firm will serve as contracted staff to the CRMPO under the general supervision of the Transportation Director of the City of Concord. The metropolitan planning area covers all of Cabarrus and Rowan counties in North Carolina. Direct and quantifiable working experience with North Carolina MPO's is required for these services.

The City of Concord reserves the right to select and enter into a contract with a transportation planning consultant through this process for a term of one (1) year with the option to renew for one (1) additional year.

Electronic LOIs should be submitted in .pdf format using software such as Adobe, CutePDF PDF Writer, Docudesk deskPDF, etc.

LOIs SHALL be received **ELECTRONICALLY ONLY** no later than **5:00 PM, April 21, 2022**.

**The address for electronic deliveries is:** *grahamp@concordnc.gov*

**LOIs received after this deadline will not be considered.**

Except as provided below any firm wishing to be considered must be properly registered with the Office of the Secretary of State and with the North Carolina Board of Examiners for Engineers and Surveyors. Any firm proposing to use corporate subsidiaries or subcontractors must include a statement that these companies are properly registered with the North Carolina Board of Examiners for Engineers and Surveyors and/or the NC Board for Licensing of Geologists. The Engineers performing the work and in responsible charge of the work must be registered Professional Engineers in the State of North Carolina and must have a good ethical and professional standing. It will be the responsibility of the selected private firm to verify the registration of any corporate subsidiary or subcontractor prior to submitting a Letter of Interest. Firms which are not providing engineering services need not be registered with the North Carolina Board of Examiners for Engineers and Surveyors. Some of the services being solicited may not require a license. It is the responsibility of each firm to adhere to all laws of the State of North Carolina.

The firm must have the financial ability to undertake the work and assume the liability. The selected firm(s) will be required to furnish proof of Professional Liability insurance coverage in the minimum amount of \$1,000,000.00. The firm(s) must have an adequate accounting system to identify costs chargeable to the project. Must adhere to the City of Concord's insurance guidelines as outlined in the Standard Form of Agreement for Professional Services.

## **SCOPE OF WORK**

The City of Concord is soliciting proposals for the services of a firm/team for the following contract scope of work:

### **PROPOSED CONTRACT SCOPE**

Items that will be required of the selected firm include (detailed Prospectus for Continuing Transportation Planning can be found at <https://concordnc.gov/CRMPO-Prospectus>), but are not limited to:

- Daily staffing of the CRMPO including phone, email, and customer service duties.
- All technical planning, mapping, and data management including maintenance of the Regional Travel Demand Model prepared in partnership with the Mecklenburg-Union, Gaston, Rock Hill MPOs and the NC and SC Departments of Transportation.
- Routine maintenance/updates of the CRMPO website.
- Administration of the Technical Coordinating Committee (TCC) and Transportation Advisory Committee (TAC) boards, monthly meetings, and reporting.
- Grant and program reporting to local, state and federal agencies.
- Financial Planning and Planning Work Program development.
- Lead the development of the Long Range Transportation Plan (LRTP) and the Comprehensive Transportation Plan (CTP) including the following topics: financial forecasts, project identification, mapping, goals and objectives, and socioeconomic projections.
- Conduct detailed transportation system analysis as it pertains to highways, pedestrian/bicycles, transit, rail, and aviation.
- State Transportation Improvement Program (STIP) Project(s) identification, facilitation, and coordination.
- Experience with transportation demand modeling, transportation conformity, and air quality regulations.
- Upon request provide specialized transportation planning services to CRMPO member governments.
- Transit Planning and Regional Mass Transit knowledge.
- Highway and Multi-modal Transportation Planning services (including Pedestrian, Bicycle, Transit, Rail, Aviation)
- Work with elected and appointed boards and commissions.
- Public speaking and education about the CRMPO and urban metro area.
- Liaison with the public, local governments, CRAFT, NCDOT, FHWA, etc.
- Ability and flexibility of firm to adapt to changing needs and multiple work tasks assigned by the Lead Agency and CRMPO policy board.

- Prepare, summarize, and disseminate pertinent MPO information to the member jurisdictions, acting as liaison between Federal, State, and local government agencies, as well as member organizations (i.e. CRAFT, MTC, etc.)
- Public Involvement Plan, Title VI, PWP and all other required MPO documents.

These services may expand based on the annual needs of the CRMPO. Qualified firms will need to show the ability to meet these and all other work tasks as assigned with experienced transportation planning personnel. Qualified firms must also maintain a publicly accessible office to provide customer service to all interested parties during regular business hours, and be able to attend all relevant local, and regional organizational meetings as required.

**PROPOSED CONTRACT TIME: ONE YEAR WITH OPTIONAL ONE YEAR RENEWAL**

**PROPOSED CONTRACT PAYMENT TYPE: LUMP SUM TO INCLUDE DIRECT NON-OVERHEAD EXPENSES**

**SUBMITTAL REQUIREMENTS**

All LOIs are limited to **Twenty (20)** pages (RS-2 forms are not included in the page count) inclusive of the cover sheet, and shall be typed on 8-1/2" x 11" sheets.

ONLY ELECTRONIC LOIs WILL BE ACCEPTED.

*One (1) copy of the LOI should be submitted as a .pdf file to the email address [grahamp@concordnc.gov](mailto:grahamp@concordnc.gov) . A confirmation email will be sent as an electronic receipt when your LOI is received. Paper copies are not required. The subject line should contain the Firm's Name, and "LOI for CRMPO Services".*

*In addition, all questions regarding this LOI should be sent to Phillip Graham, at the following email address, [grahamp@concordnc.gov](mailto:grahamp@concordnc.gov) .*

**Firms submitting LOIs are encouraged to carefully check them for conformance to the requirements stated above. If LOIs do not meet ALL of these requirements, they will be disqualified. No exception will be granted.**

**SELECTION PROCESS**

Following is a general description of the selection process:

- The LGA's Selection Committee will review all qualifying LOI submittals.
- For Limited Services Contracts (On-Call type contracts), the LGA's Selection Committee MAY, at the LGA's discretion, choose any number of firms to provide the services being solicited.

- For Project-Specific Contracts (non On-Call type contracts), the LGA's Selection Committee MAY, at the LGA's discretion, shortlist a minimum of three (3) firms to be interviewed. IF APPLICABLE, dates of shortlisting and dates for interviews are shown in the section SUBMISSION SCHEDULE AND KEY DATES at the end of this RFLOI.
- In order to be considered for selection, consultants must submit a complete response to this RFLOI prior to the specified deadlines. Failure to submit all information in a timely manner will result in disqualification.

## **TITLE VI NONDISCRIMINATION NOTIFICATION**

The LGA in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all RESPONDENTS that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit LETTERS of INTEREST (LOIs) in response to this ADVERTISEMENT and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

## **SMALL PROFESSIONAL SERVICE FIRM (SPSF) PARTICIPATION**

The Department encourages the use of Small Professional Services Firms (SPSF). Small businesses determined to be eligible for participation in the SPSF program are those meeting size standards defined by Small Business Administration (SBA) regulations, 13 CFR Part 121 in Sector 54 under the North American Industrial Classification System (NAICS). The SPSF program is a race, ethnicity, and gender neutral program designed to increase the availability of contracting opportunities for small businesses on federal, state or locally funded contracts. SPSF participation is not contingent upon the funding source.

The Firm, at the time the Letter of Interest is submitted, shall submit a listing of all known SPSF firms that will participate in the performance of the identified work. The participation shall be submitted on the Department's Subconsultant Form RS-2. RS-2 forms may be accessed on the Department's website at [NCDOT Connect Guidelines & Forms](#).

The SPSF must be qualified with the Department to perform the work for which they are listed.

## **PREQUALIFICATION**

The Department maintains on file the qualifications and key personnel for each approved discipline, as well as any required samples of work. Each year on the anniversary date of the company, the firm shall renew their prequalified disciplines. If your firm has not renewed its application as required by your anniversary date or if your firm is not currently prequalified, please submit an application to the Department **prior to submittal of your LOI**. An application may be accessed on the Department's website at [Prequalifying Private Consulting Firms](#) -- Learn how to become Prequalified as a Private Consulting Firm with NCDOT. Having this data on file with the Department eliminates the need to resubmit this data with each letter of interest.

Professional Services Contracts are race and gender neutral and do not contain goals. However, the Respondent is encouraged to give every opportunity to allow Disadvantaged, Minority-Owned and Women-Owned Business Enterprises (DBE/MBE/WBE) subconsultant

utilization on all LOIs, contracts and supplemental agreements. The Firm, subconsultant and subfirm shall not discriminate on the basis of race, religion, color, national origin, age, disability or sex in the performance of this contract.

## **DIRECTORY OF FIRMS AND DEPARTMENT ENDORSEMENT**

Real-time information about firms doing business with the Department, and information regarding their prequalifications and certifications, is available in the Directory of Transportation Firms. The Directory can be accessed on the Department's website at [Directory of Firms](#) -- Complete listing of certified and prequalified firms.

The listing of an individual firm in the Department's directory shall not be construed as an endorsement of the firm.

## **SELECTION CRITERIA**

**All prequalified firms who submit responsive letters of interest will be considered.**

In selecting a firm/team, the selection committee, which includes member jurisdictions and NCDOT, will take into consideration qualification information including such factors as:

1. **25%** = Specialized experience, knowledge, and technical expertise as it pertains to highway transportation planning.
2. **25%** = Specialized experience, knowledge, and technical expertise as it pertains to non-highway transportation planning. To include the modes of:
  - a. Pedestrian
  - b. Bicycle
  - c. Transit
  - d. Aviation
  - e. Rail
3. **15%** = Experience and familiarity working with NCDOT, FHWA, FTA, FAA and other government entities as it relates to MPO/RPO/TPO functions.
4. **20%** = The ability of the individual or firm's North Carolina office to perform the work and meet critical time schedule(s) and deadline(s). Display responsiveness and delivery of MPO related services, to include client input and flexibility to adjust Scope of Work to accommodate the goals of clients.
5. **15%** = Technical expertise with software applications pertinent to the scope of work, including but not limited to, transportation modeling, GIS/cartography, and other applicable software.

After reviewing qualifications, follow-up interviews will be conducted with the top scoring firm(s).



## **SUBMISSION ORGANIZATION AND INFORMATION REQUIREMENTS**

The LOI should be addressed to **Phillip Graham, PE., Transportation Director** and must include the name, address, telephone number, and e-mail address of the prime consultant's contact person for this RFLOI.

The LOI must also include the information outlined below:

### Chapter 1 - Introduction

The Introduction should demonstrate the consultant's overall qualifications to fulfill the requirements of the scope of work and should contain the following elements of information:

- Expression of firm's interest in the work;
- Statement of whether firm is on register;
- Date of most recent private engineering firm qualification;
- Statement regarding firm's(') possible conflict of interest for the work; and
- Summation of information contained in the letter of interest.

### Chapter 2 - Team Qualifications

This chapter should elaborate on the general information presented in the introduction, to establish the credentials and experience of the consultant to undertake this type of effort. The following must be included:

1. Identify recent, similar projects the firm, acting as the prime contractor, has conducted which demonstrates its ability to conduct and manage the project. Provide a synopsis of each project and include the date completed, and contact person.
2. If subconsultants are involved, provide corresponding information describing their qualifications as requested in bullet number 1 above.

### Chapter 3 - Team Experience

This chapter must provide the names, classifications, and location of the firm's North Carolina employees and resources to be assigned to the advertised work; and the professional credentials and experience of the persons assigned to the project, along with any unique qualifications of key personnel. Although standard personnel resumes may be included, identify pertinent team experience to be applied to this project. Specifically, the Department is interested in the experience, expertise, and total quality of the consultant's proposed team. If principals of the firm will not be actively involved in the study/contract/project, do not list them. The submittal shall clearly indicate the Consultant's Project Manager, other key Team Members and his/her qualifications for the proposed work. Also, include the team's organization chart for the Project / Plan. A Capacity Chart / Graph (available work force) should also be included. Any other pertinent information should also be listed in this section.

**Note:** If a project team or subconsultant encounters personnel changes, or any other changes of significance dealing with the company, NCDOT should be notified immediately.

Chapter 4 - Technical Approach

The consultant shall provide information on its understanding of, and approach to accomplish, this project, including their envisioned scope for the work and any innovative ideas/approaches, and a schedule to achieve the dates outlined in this RFLOI (if any project-specific dates are outlined below).

APPENDICES-

CONSULTANT CERTIFICATION Form RS-2

Completed Form RS-2 forms SHALL be submitted with the firm's letter of interest. This section is limited to the number of pages required to provide the requested information.

Submit Form RS-2 forms for the following:

- **Prime Consultant firm**
  - Prime Consultant Form RS-2 Rev 1/14/08; and
  
- **ANY/ALL Subconsultant firms** (*If Subconsultants are allowed under this RFLOI*) to be, or anticipated to be, utilized by your firm.
  - Subconsultant Form RS-2 Rev 1/15/08.
  - In the event the firm has no subconsultant, it is required that this be indicated on the Subconsultant Form RS-2 by entering the word "None" or the number "ZERO" and signing the form.

Complete and sign each Form RS-2 (instructions are listed on the form).

The required forms are available on the Department's website at:

<https://connect.ncdot.gov/business/consultants/Pages/Guidelines-Forms.aspx>

[Prime Consultant Form RS-2](#)

[Subconsultant Form RS-2](#)

All submissions, correspondence, and questions concerning this RFLOI should be directed to **Phillip Graham, P.E., Transportation Director (grahamp@concordnc.gov)**.

IF APPLICABLE, questions may be submitted electronically only, to the contact above. Responses will be issued in the form of an addendum available to all interested parties. Interested parties should also send a request, by email only, to the person listed above to be placed on a public correspondence list to ensure future updates regarding the RFLOI or other project information can be conveyed. Questions must be submitted to the person listed above no later than **April 11, 2022**. The last addendum will be issued no later than **April 18, 2022**.

## **SUBMISSION SCHEDULE AND KEY DATES**

RFLOI Release – **March 21, 2022**

Deadline for Questions – **April 11, 2022**

Issue Final Addendum – **April 18, 2022**

Deadline for LOI Submission – **April 21, 2022**

Shortlist Announced \* - **May 2, 2022**

Interviews - the week of **May 9, 2022**

Firm Selection and Notification \*\* - **the week of May 16, 2022 (contingent on June 9, 2022 City Council approval)**

Anticipated Notice to Proceed – **July 1, 2022**

\* Notification will **ONLY** be sent to shortlisted firms.

\*\* Notification will **ONLY** be sent to selected firms.

*LOI for Transportation Planning Services for the Cabarrus-Rowan MPO*



April 20, 2022

Mr. Phillip Graham, P.E.  
Transportation Director  
City of Concord  
850 Warren C. Coleman Blvd  
Concord, North Carolina 28025

**RE: Cabarrus-Rowan Metropolitan Planning Organization (CR MPO) Professional Transportation Planning Services**

Dear Mr. Graham and Selection Committee Members:

**Chapter 1 Introduction**

**RL Conrad Associates, LLC** is pleased to submit a proposal to express our desire to provide professional planning services to the City of Concord and the Cabarrus-Rowan Metropolitan Planning Organization (CR MPO) effective July 1, 2022. Our team is excited about this opportunity and prepared to provide all the immediate management, operation, and planning services for the Cabarrus-Rowan Metropolitan Planning Organization over this initial year-long contract opportunity.

- **RL Conrad Associates (RLC), LLC** based in Concord, NC is certified as an NCDOT Approved Private Consulting Firm on March 8, 2022 and a Small Professional Services Firm (SPSF) on February 8, 2022 and prequalified for many of the discipline codes requested. RL Conrad Associates LLC is registered with the Office of the North Carolina Secretary of the State pursuant to NCGS 57D-3-20 and is a member of the Cabarrus Regional and Rowan County Chamber of Commerce in good standing since 2016.
- **Wendy Miller Landscape Architecture (WMLA), PLLC** based in Winston-Salem, NC is properly registered with the office of the Secretary of State and the NC Board of Registration for Landscape Architects (Certificate No. C-486). WMLA is certified as an NCDOT Approved Private Consulting Firm on April 14, 2022, an SPSF on December 10, 2021, and prequalified for several of the requested discipline codes.
- **Kimley-Horn** is headquartered in Raleigh, NC and is properly registered with the office of the Secretary of State and the NC Board of Registration for Professional Engineers and Land Surveyors (Certificate No. F-0102). Kimley-Horn's most recent private engineering firm qualification was approved by NCDOT and it is valid until May 31, 2022.

The firm (RLC), our employees and owners, and/or team members are not involved in any activity that may constitute a conflict of interest in pursuit of this work.

The RLC team will be located in downtown Concord with an office accessible to the public at *57 Union Street South* and will be accessible five days a week to the City and all members of the CR MPO, inclusive of meetings, emails, phone calls, or text messages even after the end of the typical workday. We live here and work here, as opposed to neighboring MPO lead planning staff in the Charlotte MSA region. In addition, our staff and team intend to fulfill the operational responsibilities and needs of the CR MPO area as outlined in the FY 2022-23 Unified Planning Work Program (UPWP). Our staff has the capacity to meet all the required tasks and all other work tasks that may be assigned during the initial contract year. As a small professional services firm (SPSF), we have the financial flexibility to address client needs in the most cost-effective manner. We'll apply the resources of our team in a way that yields the highest return of investment by the CR MPO and its membership, as we realize the budget is *tight* and local municipal and county matching funds are *limited*. RLC is also committed to a drug free workplace and will not hire any individuals, including subcontractors that have previous or pending felony convictions. The prime and subcontractors are prequalified to work for the NC Department of Transportation under the following discipline codes:

***00006: Air Quality Conformity - RLC***

***00045: Corridor Planning - RLC***

***00141: Multimodal Transportation Planning – RLC/WMLA/KH***

***00260: Comprehensive Transportation Planning Development – RLC/WMLA***

***00261: Long Range Transportation Planning – RLC/WMLA***

***00363: Travel Demand Model Application - KH***

The following chapters in the Letter of Interest provide a summary of the RLC team's qualifications, experience, and proposed approach. The RLC team has the necessary resources to perform the tasks outlined in the scope of work in a timely and efficient manner under the necessary state and federal deadlines. The firm is also financially able to take on the work assigned under this contract and we agree to provide the documentation of the required professional liability insurance as noted in the RFLOI #2532. Finally, our team is committed to providing the high quality of customer service to the MPO members and strive to exceed your individual and collective expectations in this next contract year.

Please feel free to contact me at 704-791-0608 or [pconrad@rlcassoc.com](mailto:pconrad@rlcassoc.com) if you should have any questions or need additional information about our team, this proposal, or any of our qualifications.

Sincerely,

**RL Conrad Associates, LLC**

Phil Conrad, AICP  
57 Union Street South Concord NC 28025



## **Chapter 2 Team Qualifications**

The proposed professional staff members of the RLC team will serve as the MPO staffing resources. Phil Conrad, AICP will serve as the MPO Director and will have professional support from a technically competent team of individuals. This team will bring the following experience/knowledge to this project:

For the past 20 years:

- ✓ Our staff has provided daily support for the CR MPO phone, email, and customer response duties
- ✓ Our staff has continually maintained and updated the CR MPO website
- ✓ Our staff has supported the CR MPO TCC and TAC, including monthly meeting coordination, agenda and packet development, and reporting
- ✓ Our staff has provided the technical inputs, planning, and data management for the Metrolina Regional Travel Demand Model and Cabarrus and Rowan counties
- ✓ Our staff has provided customized transportation planning services to the CR MPO member jurisdictions upon request
- ✓ Our staff has written two transportation conformity documents for the Charlotte/Metrolina region, and facilitated the transfer of Travel Model inputs and Vehicle Emission outputs to meet federal air quality regulations for the Charlotte Air Shed in 2022
- ✓ Our staff has in-depth experience navigating the various departments of North Carolina Department of Transportation (NCDOT) from funding to regulations to project guidelines and policy
- ✓ Our staff has developed a close working relationship with our Legislative Delegation and the local staff offices of the US Congressional District
- ✓ Our staff has handled all public speaking and group facilitation for education and awareness of the CR MPO and necessary policy decisions and programmatic priorities
- ✓ Our staff has expert level knowledge of NCDOT and Federal Highway Administration (FHWA) grant administration, programs, and reporting requirements
- ✓ Our staff are certified as AICP by the American Planning Association since 2003

The professional service you seek is one that is unique to our team. Our staff has over 25 years of combined MPO planning experience and has worked for four MPO's in North Carolina, including the Cabarrus-Rowan MPO. Our staff expertise and business contacts, in addition to our long-standing relationship with North Carolina MPOs, will provide CR MPO with the technical and management skills that are both desired and expected. As you are aware, our staff has provided similar planning services to the Cabarrus-Rowan MPO and have enjoyed a great working relationship for the past 20 years. We view the Cabarrus-Rowan MPO as more than a client or just a contract, but as a partnership between the expertise and technical depth of our team and the maturing knowledge-base of the MPO Technical and Policy members. We feel that partnership should be second to none in this ever-changing world. Since 2000, the MPO with our assistance has developed a list of innovative planning tools that are now being emulated in other urban or metro areas.

- ✓ Developed a local methodology that is flexible, for ranking projects of all modes that incorporate data from the newly released NCDOT quantitative project evaluation known as SPOT
- ✓ Direct experience with the NCDOT SPOT process and computer interface to input local projects for scoring and evaluation
- ✓ Created and maintained an MPO-wide Street Appendix with differentiating cross sections by road segment to complement the recently amended CTP
- ✓ Assisted at various levels with over 55 CMAQ applications that have been successfully included in the TIP for grant funding
- ✓ Facilitated the grant funding of STPBG projects in both Cabarrus and Rowan Counties as well as the inaugural TAP project applications from Salisbury and Concord
- ✓ Completed multiple updates to the base year socioeconomic data for the Metrolina Regional Travel Model that includes estimates for population, employment, and school enrollment
- ✓ Facilitated the completion and update for a two-county motor vehicle emission budget (MVEB) as part of the currently approved State Implementation Plan (SIP) by US EPA
- ✓ Positioned the Cabarrus-Rowan MPO as one of only 10 TMAs in the state of North Carolina after the 2010 Census and expected, following the 2020 Census
- ✓ Partnered with multiple regional transportation conformity processes for the Metrolina region's MPOs and NCDOT with a recent successful completion in April 2022
- ✓ Provided new member orientation and additional outreach for NC State Ethics requirements and filing
- ✓ Provided Prospectus and UPWP format updates to meet NCDOT expectations
- ✓ Managed a subconsultant contract to perform additional Model runs for the 2050 MTP Update, which included a new "existing plus committed" run for the region
- ✓ Developed an interlocal agreement with the High Point MPO to transfer planning responsibilities for Davidson County following the 2010 Census. Additional agreements will be needed following the 2020 Census.

### ***Regional Model Data Management***

A growing part of our services over the past 20 years has been the work tasks related to the Metrolina Travel Model (MRM) performed by our staff. We have successfully pulled information from the MRM for planning tasks and link-based map or visual outputs. We believe our technical proficiency as a team is more than adequate as the Cabarrus-Rowan MPO continues to grow and urbanize. From a policy standpoint, our staff has participated as active members in the Model Oversight Committee and the Model Executive Committee (as support when needed). Although our vision for the MRM is one of output and production, our staff has honed successful working relations with our regional partners and met all applicable deadlines identified by the Model Team, Oversight Committee, and Executive Committee. Our staff has continued to perfect the local inputs for the Travel Model through regular socioeconomic updates on an annual basis as well as coordinating the network updates in the growing areas. The local knowledge and technical application of base year information has been helpful in

providing interim forecasts for the NC DEQ to develop and apply first county-level and then MPO-wide motor vehicle emission budgets (MVEBs). The Cabarrus-Rowan MPO was the first MPO in the state to obtain a multi-county MVEB from NC DEQ and US EPA that encompassed the entire metropolitan planning boundary. This MVEB will allow the Cabarrus-Rowan MPO to achieve transportation conformity including MTP adoption, independent of the other MPOs in the Charlotte non-attainment region and buffer against a prolonged Plan lapse scenario.

### ***FHWA Certification Review***

With the designation of the TMA status, the CR MPO has been through five federal certification reviews. The most recent review was held in the summer of 2020. It is important to note that the CR MPO did not have any *corrective actions* with this most recent review and received 3 generous commendations. The lead staff from Federal Highway Administration provided the following recommendations in the 2020 Report. A status is provided in bold after each recommendation.

#### 2020 Review Commendations

- The MPO is **commended** for the transit plan and coordination efforts among multiple stakeholders for the Regional Transit Study that is currently under development that provides regional public transportation planning, visioning, and expansion.
- The MPO is **commended** for continuing to participate and provide staff support for CRAFT to ensure that all partners are involved in regional transportation issues.
- The MPO is **commended** for expanding/enhancing its mapping efforts by separately mapping African American and Hispanic populations and by including zero-car households and bicycle and pedestrian crash data.

#### Status of the Recommendations from the 2020 Certification Review

- It is recommended that the CR MPO include FTA obligated funding for all public transit agencies in the annual listing of projects. **The MPO completed this effort.**
- It is recommended that the CR MPO update its MTP by March 2022. **The MPO completed this effort.**
- It is recommended that the CR MPO update its CMP with the MTP update by March 2022. **The MPO completed this effort.**
- It is recommended that the CR MPO update the table/spreadsheet of congested facilities (under CMP heading) on their website. **The MPO completed this effort.**
- It is recommended that the CR MPO update the primary performance measures of Volume to Capacity Ratio (V/C) to more current measures such as travel time. **The MPO completed this effort.**
- It is recommended that the CR MPO update its PPP to account for virtual meeting options. **The MPO completed this effort.**
- It is recommended that the CR MPO update its website to make primary program areas and ongoing information more easily identified on the website, such as the

Public Involvement Plan, STPBG project solicitation process, and the currently approved goals and objectives. **The MPO completed this effort.**

The MPO will be working towards completion of these tasks in the next budget year.

- It is recommended that the MPO perform quantitative analyses to identify transportation system benefits and burdens, comparing EJ populations to non-EJ populations.
- It is recommended that the MPO coordinate with transit providers regarding transit funding programs and policies.
- It is recommended that the NCDOT and CR MPO update all their planning agreements.
- It is recommended that the CR MPO develop an evaluation report of their CMP.

The Certification Review serves as a snapshot in time of the progress of the MPO in terms of meeting federal goals and guidance, which can change with each new administration. Our staff has taken these recommendations seriously and used them as a multi-year work program to ensure that each Certification Review is more efficient. The allotted time for the 2008 Certification Review was 50 percent less than the initial 2004 Certification Review. FHWA now has a desk audit prior to the on-site Certification Review, where local staff can provide as much information as possible to reduce the redundancy at the actual review. Our staff has taken full advantage of the desk audit, as evidenced by the abbreviated 2008 review and subsequent reviews through the 2020 review, which was completely virtual due to the COVID-19 pandemic. Although another review is not scheduled during the term of this contract, our staff stands poised to proactively demonstrate and articulate the proficiencies of the Cabarrus-Rowan MPO's transportation planning process and the diligent work of its active membership, to the FHWA team members. In addition, our staff has assisted with several federal Triennial Reviews for Rider Transit and provided relevant information for the inaugural Triennial Review for Salisbury Transit.

### ***Federal Discretionary Funding***

With any growing organization, there are challenges. The Cabarrus-Rowan MPO will be no different, particularly as funding opportunities have become tied to the federally recognized Transportation Management Area (TMA) status. Other TMAs across the state receive Surface Transportation Program – Block Grant or BG funds, with Charlotte being the largest recipient. Our staff used previous experience with the administration of BG funds through a previous employer (City of Durham) to implement the local program. BG and Transportation Alternative Program (TAP) funds have become available to the Cabarrus-Rowan MPO and its membership in recent years. As with other discretionary funds, it was necessary to develop a logical and flexible process for receiving and ranking the project proposals for these funds. Our staff has proven to be very effective in managing new discretionary funding sources and marshalling potential projects into a program through a consensus-based process. We are in the business of creating win-win situations for the membership. We are *not* in the business to create losers, and we view each jurisdiction in the MPO as a valued client no matter size or technical aptitude. We strive to earn and maintain their trust and support through our focus on individual needs. As a smaller firm with dedicated experience with small town administration, we have the

flexibility, foundational knowledge, and life experience to ensure that this occurs. We regularly field questions for members outside the transportation planning realm that provides value outside of the contractual obligations and builds trust and support for the MPO function. We feel this strengthens our proposal and sets us apart from other competitors. We would anticipate a call for projects in calendar 2022 and have the necessary team resources and insight to make this a successful call. The MPO awarded 4 projects in calendar 2020 through the MPO's competitive BG program process.

### ***2020 US Census and UZA Release***

The Cabarrus-Rowan MPO has grown significantly over the past 10 years. With the release of the 2020 Census Urbanized Areas, the MPO could potentially pick up membership in a third county, which was previously averted through the interlocal agreement with the High Point MPO. A few interesting statistics related to this data release are noted below:

- ✓ The Cabarrus-Rowan MPO planning area population grew annually at 2 percent from 2010 to 2020 to a new total of 372,679
- ✓ This percentage rate of annual population growth was one of the fastest in the state over the past 10 years
- ✓ It is anticipated that the urbanized area population will continue to exceed 200k, which means automatic TMA status and additional discretionary formula funds
- ✓ It is anticipated that the population density for the UZA will grow in similar fashion to the neighboring Charlotte UZA over the past 10 years
- ✓ It is anticipated that the majority of the municipalities in the MPO will be part of the new urbanized area
- ✓ It is anticipated that at least two thirds of the total population in the MPO planning area will be considered urbanized or urban with the 2020 Census, whereas less than half of the total population was considered urban 20 years ago

For a complete description of our recent similar projects, please see Chapter 3 beginning on page 8.



### **Chapter 3 Team Experience**

**RL Conrad Associates (RLC)** was organized to meet the growing need for professional management and implementation of urban transportation projects and programs. Our staff has both local and regional transportation planning experience and are certified as professional planners by the American Institute of Certified Planners (AICP). Our staff's history with Metropolitan Planning Organization's and Regional Travel Demand Modeling provides the firm with diverse multi-modal experience in transportation planning and project development.

Our staff has worked previously in four MPOs in North Carolina. With almost forty years of combined experience, we provide professional services to MPO's and transit systems statewide. As we grow and strive to exceed the needs of our clients, RLC has developed services that can be customized to each client such as socioeconomic forecasting, bicycle and pedestrian planning, and similar regional planning services.

We focus on quality services to meet each clients' needs and operate in a flexible environment that responds quickly to changes and new direction. Our relationship with a client is one that is unique and community driven. Please contact our clients to discover their view of our success we provide on a daily basis, which we hope to bring to your next project or program management need.

#### *Cabarrus-Rowan MPO Administrative and Transportation Planning Services*

Assisted with complete administration of the MPO function including development of planning documents such as the TIP, MTP, UPWP, Regional Transportation Conformity, etc. Serve as lead agency staff for the City of Concord/CR MPO.

Dates Performed: June 2000 to Present  
Contact: Mayor Meredith Smith  
Chair of the TAC  
312 S. Main Street  
Landis, NC 28088  
(704) 791-5618 (m)  
[msmith@townoflandis.gov](mailto:msmith@townoflandis.gov)

#### *Burlington-Graham MPO Administrative and Transportation Planning Services*

Assisted with complete administration of the MPO function including development of planning documents such as the TIP, MTP, UPWP, etc. Serve as lead agency staff for the City of Burlington.

Dates Performed: September 1999 to February 2016  
Contact: Mr. Bob Harkrader, AICP (retired)  
Planning Director  
425 S. Lexington Avenue  
Burlington, NC 27215  
(336) 214-8543 (m)

*Piedmont Authority for Regional Transportation (PART) Travel Demand Modeling Services*

Provided travel demand modeling services to PART including key elements to the Triad Regional Model. Our staff provided in-house staff support for this function at PART.

Dates Performed: April 2004 to June 2007

Contact: Mr. Scott Rhine  
Executive Director  
107 Arrow Road  
Greensboro, NC 27409  
(336) 662-0002  
[scottr@partnc.org](mailto:scottr@partnc.org)

*Rock Hill / Fort Mill Area Transportation Study (RFATS) Long Range Transportation Plan and Air Quality Conformity*

Developed the 2030 Long Range Transportation and Air Quality Conformity for the Rock Hill / Fort Mill Area Transportation Study. Our staff assisted the City of Rock Hill as lead agency in fulfilling all the requirements from the new 8-hour ozone standard for the only federally designated non-attainment MPO in South Carolina.

Dates Performed: February 2005 to May 2005

Contact: Mrs. Frances Thomas (retired)  
Planning Services Manager  
P.O. Box 11706  
155 Johnston Street  
Rock Hill, SC 29731-1706  
(803) 329-7080

*City of Salisbury Comprehensive Bicycle Plan*

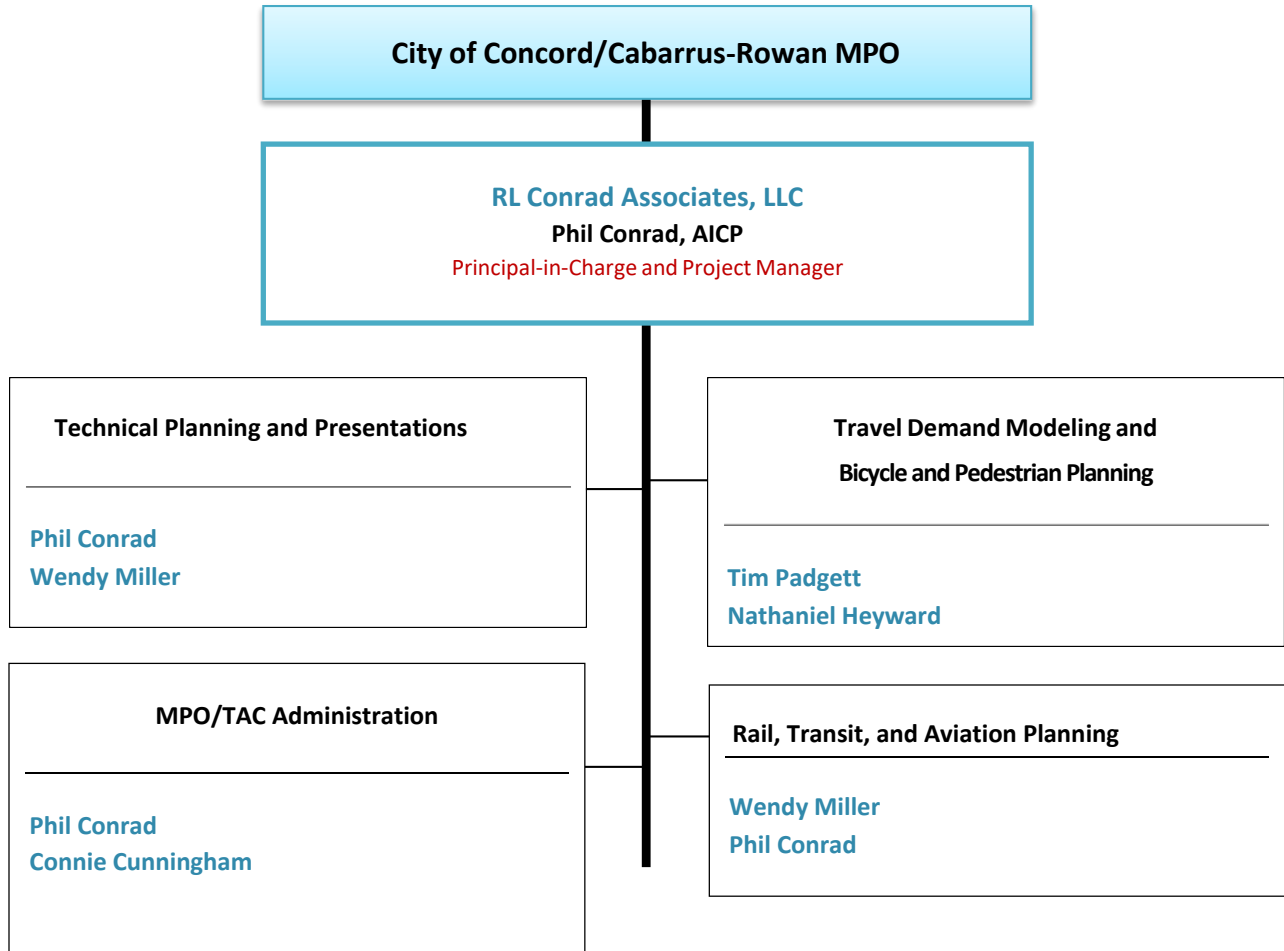
Coordinated with bike shop, clubs, and city for location, organize a Bicycling for Salisbury public event for ride about, booths, police, etc. Assisted in the collection of existing conditions map data and GIS data files. Developed a survey tool and website to tabulate public input and results.

Dates to Perform: January 2007 to December 2007

Contact: Mr. Dan Mikkelson, PE (retired)  
City Engineer  
City of Salisbury  
P. O. Box 479  
Salisbury, NC 28145-0479  
(704) 202-6290 (m)



## Team Organization Chart



## Team Capacity Chart (Percent Availability by Staff)

| STAFF                   | YRS of EXPERIENCE | FIRM* | WORK LOCATION     | % Availability    |
|-------------------------|-------------------|-------|-------------------|-------------------|
|                         |                   |       |                   | Through June 2023 |
| Phil Conrad, AICP       | 27                | RLC   | Concord, NC       | 80                |
| Connie Cunningham       | 35                | RLC   | Concord, NC       | 50                |
| Wendy Miller, FASLA     | 30                | WMLA  | Winston-Salem, NC | 50                |
| Tim Padgett, PE         | 26                | KH    | Raleigh, NC       | 10                |
| Nathaniel Heyward, AICP | 8                 | KH    | Charlotte, NC     | 15                |

**Phil Conrad, AICP – Role: MPO Director/Secretary to the TCC/TAC**

Phil Conrad currently serves as the Director for the MPO and is responsible for the Lead Planning Agency transportation planning tasks including: Planning Work Program Development, PL 104 Transportation Planning Grant Administration, Transportation Improvement Program, and local service functions to member agencies as well as the TAC and TCC. Mr. Conrad has been instrumental in the transition by the Cabarrus-Rowan MPO to a Transportation Management Association (TMA) status in 2010. He has also facilitated several discretionary project calls for the MPO members.

**Major initiatives have included:**

- *Metropolitan Transportation Plan Updates (5)*
- *Congestion Management System Plan*
- *Regional Travel Demand Model Data Management*
- *Development and staffing of the Charlotte Regional Alliance for Transportation (CRAFT)*
- *Federal Certification Reviews (5)*
- *Metrolina Regional Transportation Conformity Report (2)*
- *Implementation of and staffing to the CK Rider Transit System*
- *Implementation of the Rowan Express Transit Service*
- *STBG Discretionary Project Call Methodology*
- *PX.0 Project MTIP Project Solicitation and Ranking Process (6)*

**Connie Cunningham – Role: Executive Assistant to the TAC**

Connie Cunningham has over thirty-five years of experience in personnel management, business operations, accounting, and customer service positions. She currently serves as the Executive Assistant to the Cabarrus-Rowan Metropolitan Planning Organization and has held this position for the past twenty years. Her responsibilities include TCC and TAC meeting coordination, minute and document management, public information, media relations and maintaining the office for the Cabarrus-Rowan MPO. She serves as the NC Ethics Commission Liaison for the CR MPO as well as the CR MPO's point of contact for the NCDOT Title VI Compliance Review.

**Wendy Miller Landscape Architecture, PLLC – Role: Senior Planner – Rail, Transit, and Aviation**

WMLA has extensive experience working with the MPOs and RPOs in the region, local and regional transit authorities, Greensboro and Winston-Salem municipal projects, the North Carolina Department of Transportation including Bicycle and Pedestrian, Public Transportation and Planning & Programming Divisions and Division 9, FHWA and Federal Transit Administration partners. WMLA has been involved with community associations and groups such as the Chamber of Commerce, the Downtown Winston-Salem Partnership, the Creative Corridors Coalition, the Transportation Coalition and other community groups and neighborhood associations through transportation projects and land use planning. Other firm qualifications include:

- Understanding of state and regional roadway and transit mobility issues and planning documents and working relationships with responsible governmental entities
- Experience working with communities and local agencies on long range transportation and transit projects
- Experience with Bicycle and Pedestrian policy, planning, and project implementation
- Use of PROWAG guidance in reviewing plans and ordinances
- Experience with FHWA, FTA and NCDOT grant management and reporting

- Proficiency with surveys and ongoing public input management
- Capability to produce needed documentation, manage public notification, and create promotional materials and social media content to meet Federal standards
- Proximity to the project and the ability to provide excellent response time and the flexibility to attend stakeholder and public events in a timely fashion

## Relevant Experience

### *Transit Oriented Development Study*

Provide local support for the Winston-Salem Transit Oriented Development Study project, address potential streetcar options, develop three land use scenario plans, planning for bicycle and pedestrian facilities, assist with stakeholder meeting facilitation, and review of preliminary TOD planning concepts.

Construction Cost: N/A Transit Oriented Development Study

Start date – November 2020 Project Completion date – Ongoing

WMLA, PLLC, Subconsultant

HDR, Inc. Consultant for the City of Winston-Salem

Patrick McDonough, AICP, Project Manager

555 Fayetteville Street, Suite 900

Raleigh, NC 27601

### *Human Services Transportation Plan Update*

Provide local support for stakeholder outreach and development of the Winston-Salem Human Services Transportation Plan Update, extensive virtual stakeholder meetings, surveys and workshop facilitation, gap analysis of service and provider needs, identify immediate relief for funding and Covid -19 issues and provide recommendations for review program management plan improvements to meet FTA guidelines.

Construction Cost: N/A Human Services Transportation Plan Update

Start date – June 2020 Project Completion date – Fall 2021

WMLA, PLLC, Subconsultant

HDR, Inc. Consultant for the City of Winston-Salem

Patrick McDonough, AICP, Project Manager

555 Fayetteville Street, Suite 900

Raleigh, NC 27601

### *Gate City Boulevard Pedestrian Crossing Study & Conceptual Streetscape Design*

Performed a pedestrian origin and destination study and report for the City of Greensboro at Glenwood Avenue pedestrian tunnel and at the parking area east of Josephine Boyd Street. Developed conceptual streetscape plans for the segment of Gate City Boulevard from S. Chapman Street to S. Eugene Street including bicycle and pedestrian accommodation, identifying appropriate crossing safety improvements, and facilitating public involvement on the project.

Construction Cost: N/A Pedestrian Study and Streetscape Design

Start date – February 2019 Project Completion date – August 2020

WMLA, PLLC, Subconsultant

Gannett Fleming, Inc. Consultant for the City of Greensboro

Terry Snow, PE, Senior VP

One Glenwood Avenue, Suite 900



Raleigh, NC 27603

*Downtown Greensboro Wayfinding Plan*

Provide local support for the Downtown Greensboro Wayfinding Plan project, participate in destination identification, assist with stakeholder committee support and meeting facilitation, and review of preliminary design concepts and framework plan.

Construction Cost: N/A Wayfinding Framework Plan

Start date – April 2019 Project Completion date – Ongoing

WMLA, PLLC, Subconsultant

Stantec, Inc. Consultant for the City of Greensboro

Wendy Van Duyne, PLA, LEED AP, Project Manager

3255 Greensboro Drive, Suite 203

Bismarck, ND 58503-5413

*Business 40 Mitigation Project*

WMLA, PLLC is the project management team assisting PART with the Business 40 Public Outreach and Mitigation efforts including:

- Extensive meetings with PART and other agency stakeholders to develop scope, performance measures and monitoring matrices for the implementation of alternative commuting options during the Business 40 closure to meet mitigation plan strategic goals.
- Work with PART marketing and media public relations vendors to develop outreach strategies for promoting PART services to commuters and to solicit employer buy-in.
- Acquire data and develop a plan of action for outreach to businesses within the Traffic Relief Zone (TRZ) and conduct outreach events.
- Develop aggressive public outreach campaign with traditional and social media.
- Promote PART Transportation Demand Management (TDM) strategies through one-on-one meetings with businesses within the TRZ, attend business meetings, Chamber and other Business events, public festivals, sports venues, and other community gatherings to distribute information and gain contacts for TDM outreach.
- Grant management and reporting to meet Federal and State requirements and standards.

Construction Cost: N/A Mitigation Plan and Public Outreach

Project Start date – July 2018 Project Completion date – April 2020

WMLA, PLLC, Project Manager

Piedmont Authority for Regional Transportation

Scott Rhine, Executive Director, PART

107 Arrow Road

Greensboro, NC 27409

*Environmental Justice Plan*

A full literature review and development of an updated Environmental Justice Plan for the Cabarrus-Rowan MPO to meet FHWA standards including extensive mapping and performance measures. Bicycle and pedestrian crash data were integrated into the GIS mapping to develop performance metrics and criteria for evaluating and prioritizing projects for improvements in short- and long-range plans.

Construction Cost: N/A Planning Study

Start date – August 2017 End Date – May 2018

WMLA, PLLC, Principal  
RL Conrad and Associates  
Salisbury, NC 28144

#### *Public Participation Policy*

A full review of FHWA resources and FAST Act guidance for updated public involvement requirements including Planning and Environment Linkages and gathered FHWA best case study examples for public involvement and other notable outreach methods for documentation and inclusion. Developed a document with updates to meet FHWA Certification Review recommendations including goals, objectives and performance measurements and provided a matrix of performance measurement elements and sample Measures of Effectiveness report suitable for the Cabarrus-Rowan MPO.

Construction Cost: N/A Planning Study

Start date – May 2017 End Date – October 2017

WMLA, PLLC, Principal  
RL Conrad and Associates  
Salisbury, NC 28144

#### **Kimley-Horn (KH)**

KH is a national planning and design consulting firm that specializes in transportation and urban design. Founded in 1967, Kimley-Horn has a staff of more than 5,500 that serves a wide range of clients across many disciplines from more than 100 offices nationwide. Their multidisciplinary experience covers a wide range of services within transportation planning and engineering, landscape architecture and urban design, environmental planning and design, and public policy. Understanding how transportation infrastructure interfaces with the built environment and community character is a cornerstone of their planning approach which emphasizes the following:

- True engagement of the public and stakeholders
- Integration of land use and transportation
- Collaboration among people from different backgrounds
- A multimodal approach to the transportation system
- An analytic foundation for decision making
- Consensus-building
- Identification of realistic and implementable solutions
- Equity and fairness
- Sustainability and environmental stewardship

#### **Nathaniel Heyward, AICP – Role: *Bike/Ped Planner***

Nathaniel Heyward, AICP has extensive experience leading and supporting mobility and transportation planning efforts throughout the Carolinas and the country. He leverages his extensive design and planning skills to clearly communicate mobility solutions to clients. He has extensive experience organizing and leading engagement efforts that focus on providing a comprehensive and inclusive approach to gaining meaningful community feedback.

### ***Relevant Experience***

- EB-5749, Catawba River Bike/Ped Crossing Feasibility Study, Mount Holly, NC
- Pineville Greenway Connection from McCullough Neighborhood to Jack Hughes Park, Pineville, NC
- 9th Street/Belmont Bridge Replacement and Complete Street Revitalization, Charlottesville, VA
- Belmont Bridge Replacement and Complete Street Revitalization, Charlottesville, VA
- University Area Bicycle/Pedestrian Study, Charlotte, NC
- Granite Quarry Bicycle and Pedestrian Plan, NC
- Laurel Park and Flat Rock Bicycle and Pedestrian Plans, NC
- Mount Holly Comprehensive Bicycle Plan, NC
- Hudson Pedestrian and Bicycle Plan, NC
- US 29 Corridor Study, China Grove, NC

### ***Tim Padgett, P.E. – Role: Travel Demand Modeling***

Tim is an experienced transportation engineer specializing in the development and application of travel demand models across the Southeast. Prior to joining Kimley-Horn, he was part of the Model Research and Development Unit at NCDOT, where he focused on regional models and staff training and assisted in model development, maintenance, and application for the Triangle and Metrolina regional model teams. With Kimley-Horn, Tim has served as task manager or project manager on over two dozen model development and application projects, including projects in 10 states. He is proficient in most widely used travel demand modeling software packages including the Citilabs suite of platforms (TP+/Voyager/Cube, Tranplan), QRS II, and TransCAD.

### ***Relevant Experience***

- FS-0204E, Lamm Road Feasibility Study, Wilson, NC
- FS-0204F, NC 125 Feasibility Study, Roanoke Rapids, NC
- 2018 Traffic Forecasting Limited Services Contract, Statewide, NC
- Apex Peakway Southeast Connector Feasibility Study, Apex, NC
- Downtown Durham Loop Two-Way Feasibility Study, Durham, NC
- North Harrison Avenue Grade Separation Feasibility Study, Cary, NC
- Virginia DOT TMPD, Forecasting Handbook, Statewide, VA
- I-265 Widening Traffic Forecasting and Quantitative MSAT Analysis, Jefferson County, KY
- Travel Demand Model Update and VMT/SB 743 Implementation, Mammoth Lakes, CA

**ADDITIONAL PERSONAL/PROJECT REFERENCES AVAILABLE UPON REQUEST**

## Chapter 4 – Technical Approach

### *Project Management and Vision*

The RLC team approach is flexible. Our team will work to look at the MPO holistically as opposed to focusing on a linear relationship between individual tasks. Our work plan will not be confined to the tasks outlined in the scope of work or constrained by hourly budgets or competing projects from outside the area. We'll continue to provide daily MPO services that include phone, email, and customer service to internal and external stakeholders. This will be our work plan first and foremost. In addition, we'll administer the function of the TCC and TAC through agenda management and packet development, which requires a depth of experience, institutional knowledge, and external business contacts to formulate meetings that are meaningful and productive. As with this RFLOI, time to think through the issues and discern relevant and actionable topics in a priority order are as important as the presentation of the agenda to the membership. This process takes time and collaboration with a host of partners including NCDOT, FHWA, TPD, IMD and others. To be candid, much of success in the past was predicated on the ability to meet in person. We have adapted to the virtual world and would carry this flexibility into the next fiscal year. However, our team recognizes the constraints that COVID-19 has placed on all of us. Our team will endeavor to improve communication and transfer of information at the committee level.

### *Technical Products*

In reviewing the scope of work, there are tangible daily, weekly, and quarterly products that our team can handle with routine ease. Our staff has a system for data management as part of the maintenance of the Metrolina Regional Travel Model. We collect building permit data from the counties every spring, scrubbing the permit data, coordinating the GIS locations, and aggregating it through Microsoft Excel and Access by traffic analysis zone (TAZ). Our staff works collaboratively with county staff to produce a clean base year total by TAZ annually, which is ultimately reviewed by key county staff for input and approval. Our tracking process was validated with the 2020 Census when we were within 1.5 percent of the estimated population for Rowan County and within 2.0 percent of the estimated population for Cabarrus County over the past 10-year period. Our staff estimated 370,335 people in 2020 and the US Census counted 372,679 for the same timeframe, making our estimate within the margin of error. We've also tracked employment through the respective Chamber's list of major employers and independent purchase of Woods and Poole employment data for 2018. Finally, our staff has the ongoing relationships with the public schools for each system to obtain the employment and enrollment on an annual basis as well as the 2- and 4-year colleges. These school sites generate a good deal of traffic on a daily basis. We have a seamless method to add aggregate these changes by TAZ and report back to the Model Custodian with a new base year upon their request. There is no substitute for local knowledge to provide quality assurance and control for the data that is the foundation for the MTP outputs and substantiating the future travel volumes or need for TIP projects that are entering project development and NEPA. Our team would propose to continue the process outlined to keep the MRM current with local data.

### *The STIP and prioritization process*

Our team has become very proficient with the SPOT process and STIP project identification. Staff members led a successful effort in 2019 and 2020 to implement a call for new projects and submit them into the NCDOT SPOT system. There were a total 19 new projects from 6 sponsors that received quantitative scores from NCDOT. As part of the submittals, our staff facilitated the completion of Complete Streets forms for each project. This was a new requirement from NCDOT/SPOT with some assistance from the Division Corridor Engineers (DCE). In the normal cycle, these projects would have proceeded to the local evaluation and point assignment process, which was already approved by NCDOT for use. As everyone knows, the P6.0 process was suspended due to the NCDOT budgetary shortfall. A new draft STIP is anticipated this spring with very little movement or progress on TIP schedules for the top priorities. NCDOT will kickoff this process on April 18<sup>th</sup> with a webinar for the MPO's and has been holding regular monthly updates with the NCDOT Board of Transportation. It will be the first of 2 webinars to begin the discussion on potential project swaps for the draft STIP. Our team is prepared to review potential options for these project swaps, although we are concerned about losing ground on the few existing projects currently funded in the STIP. We are concerned about the net effect of moving project schedules in the STIP, but open to exploring these options with the membership. Our team has 25 plus years of experience with NCDOT and the STIP, with the last 20 years dedicated to Cabarrus-Rowan MPO projects. We feel our experience separates us from other staffing scenarios, who likely would require some introductory period to ramp up their expertise on local issues and project priorities. The MPO/TAC assigned a total of 2600 points to 25 projects in P5.0, so it will require some delicate discussions to begin picking or pitting any of these projects against each other for potential funds, although limited in nature. There is no ordinal rank to establish STIP priorities. In reality, there will probably be very few projects that make sense to project swap. The timeline for adoption of the draft TIP is the fall of 2023. A new STIP must be in place by October 1, 2023 with P7.0 to begin in the summer of 2024. Our team is able to work back from these dates to make sure that products are in place at the right time for full consideration by the NCDOT/STI system.

### *Scope of Work Understanding*

In addressing the proposed scope of work, the team proposes to organize the work tasks using the following methodology in the table below. Tasks can be differentiated by level of effort and the timeframe for accomplishment. It's also important to see which member of the team can fit with each task and whether completion can occur in the upcoming fiscal year or may bleed into the next one. Our team especially the prime staff have the intimate knowledge of each of the work tasks based on the previously highlighted lengthy partnership with the Cabarrus-Rowan MPO. There are no tasks in the scope of work that are unfamiliar to staff on our team, which may not be common with other competitors. We are battle tested and ready to make the most of the initial year of this contract opportunity.



| <b>Scope of Work Task</b>  | <b>Level of Effort</b> | <b>Prime or Sub</b> | <b>Fiscal Year</b> |
|--|------------------------|---------------------|--------------------|
| Daily staffing of the CRMPO including phone, email, and customer service duties.   | <i>Daily</i>           | <i>Prime</i>        | <i>2023</i>        |
| All technical planning, mapping, and data management including maintenance of the Regional TDM.  | <i>Bi-Weekly</i>       | <i>Prime/Sub</i>    | <i>2023/2024</i>   |
| Routine maintenance/updates of the CRMPO website.  | <i>Monthly</i>         | <i>Prime</i>        | <i>2023</i>        |
| Administration of the TCC and TAC board, monthly meetings, and reporting.  | <i>Monthly</i>         | <i>Prime</i>        | <i>2023</i>        |
| Grant and program reporting to local, state and federal agencies.  | <i>Quarterly</i>       | <i>Prime</i>        | <i>2023</i>        |
| Financial Planning and Planning Work Program development.  | <i>Annual</i>          | <i>Prime</i>        | <i>2023</i>        |
| Lead the development of the LRTP, CTP, including the following topics: financial forecasts, project identification, mapping, goals and objectives, and socioeconomic projections.                    | <i>Bi-Weekly</i>       | <i>Prime/Sub</i>    | <i>2023/2024</i>   |
| Conduct detailed transportation system analysis as it pertains to highways, pedestrian/bicycles, transit, rail, and aviation.  | <i>Upon Request</i>    | <i>Prime/Sub</i>    | <i>2023</i>        |
| State Transportation Improvement Program (STIP) Project(s) identification, facilitation, and coordination.   | <i>Monthly</i>         | <i>Prime</i>        | <i>2023/2024</i>   |
| Experience with transportation demand modeling, transportation conformity, and air quality regulations.  | <i>Annual</i>          | <i>Prime/Sub</i>    | <i>2023</i>        |
| Upon request provide specialized transportation planning services to CRMPO member governments.   | <i>Upon Request</i>    | <i>Prime/Sub</i>    | <i>2023</i>        |
| Transit Planning and Regional Mass Transit knowledge.  | <i>Bi-Weekly</i>       | <i>Prime/Sub</i>    | <i>2023</i>        |
| Highway and Multi-modal Transportation Planning services (including Pedestrian, Bicycle, Transit, Rail, Aviation).   | <i>Bi-Weekly</i>       | <i>Prime/Sub</i>    | <i>2023</i>        |
| Work with elected and appointed boards and commissions.  | <i>Bi-Weekly</i>       | <i>Prime</i>        | <i>2023</i>        |
| Public speaking and education about the CRMPO and urban metro area.  | <i>Bi-Weekly</i>       | <i>Prime</i>        | <i>2023</i>        |
| Liaison with the public, local governments, CRAFT, NCDOT, FHWA, etc.   | <i>Daily</i>           | <i>Prime</i>        | <i>2023</i>        |
| Ability and flexibility of firm to adapt to changing needs and multiple work tasks assigned by the Lead Agency and CRMPO policy board.   | <i>Daily</i>           | <i>Prime</i>        | <i>2023</i>        |
| Prepare, summarize, and disseminate pertinent MPO information to the member jurisdictions, acting as liaison between Federal, State, and local government agencies, as well as member organizations. | <i>Bi-Weekly</i>       | <i>Prime</i>        | <i>2023</i>        |
| Public Involvement Plan, Title VI, PWP and all other required MPO documents.   | <i>Bi-Weekly</i>       | <i>Prime/Sub</i>    | <i>2023</i>        |
| **Daily = tasks that require daily attention during the work week and some weekend hours.  |                        |                     |                    |
| *Biweekly = capacity to plan and handle tasks that may ebb and flow from a workload standpoint, or as needed during the fiscal year.   |                        |                     |                    |
| *Monthly = tasks that require regular or routine attention, but may not occur every single month.  |                        |                     |                    |
| *Annual = tasks that require substantial planning and often have a stated deadline.  |                        |                     |                    |
| *Upon Request = capacity to address individual requests upon very little notice by the client or member jurisdictions.   |                        |                     |                    |

### *Closing*

Our team will continue to provide the depth of experience and vision that is required by this important regional transportation agency. Our emphasis will be to make the MPO an organized, proactive, and effective regional transportation planning agency. We believe our prime staff and team should both "do" the work and stay intricately connected to the industry by focusing on current MPO programs and transportation project opportunities as well as leverage our business contacts for the good of the MPO membership. We remain consistently available regardless of time of day, or day of the week and we are ready to go to work on the 1<sup>st</sup> day of July. Thank you for your consideration of our team's qualifications and technical approach!











## **EXHIBIT A**

### **SCOPE OF SERVICES - GAC SYSTEM – AMENDMENT 1**

#### **PART 1.0 PROJECT DESCRIPTION**

The City of Concord (City) operates the Hillgrove Water Treatment Plant (HGWTP), which requires upgrades and process enhancements to continue producing high quality water that meets regulatory requirements. The City has asked HDR Engineering, Inc. of the Carolinas (Consultant) to develop design packages for the construction of a new granular activated carbon (GAC) contactor building, installation of plate settlers, new flocculator drives, a new rapid mixer, and modifications and upgrades to plant systems including the sedimentation basin influent and effluent valves. This project will also include a GAC pump station to transfer water to the new GAC facility, a structural analysis of and repair work on the sedimentation basins, and associated piping and electrical modifications. In April 2022, the City elected to acquire an adjacent parcel (708 Arbor St NE Concord, NC 28025) to allow for a desirable location of the GAC system and to provide space for future site uses.

#### **PART 2.0 DETAILED SCOPE OF SERVICES**

The following Scope of Services provides a detailed description of the services to be performed by Consultant. General assumptions include the following:

- All workshops will be held at the HGWTP or other City facility unless COVID19 protocols require virtual participation. Progress meetings will be held by conference call. Meeting notes will be provided in an electronic format.
- Deliverables will be transmitted in electronic format and as hard copies (two full-sized sets and 4 half-size sets) and comments from the City will be received in a compiled document.
- City to pay for all permitting and agency review fees.
- City review will take no longer than two weeks per document.
- During design, work elements associated with the pretreatment design will be incorporated into the GAC system review set for the City to review as a complete package. The bid documents for the pretreatment system, including drawings and technical specifications, will also be incorporated into the GAC system bid package for a single bid package. Work associated with preparing common work elements, such as front end bid documents, common technical specifications, and site plans, will be developed under the GAC system scope of services. The City will provide contract agreement forms, general conditions, supplementary conditions, advertisement to bid, and instructions to bidders. Consultant will provide technical specifications, including Division 01 General Requirements.

## **Task 1 – Project Management**

### **Objective**

The purpose of this task is to monitor, control, and adjust scope, schedule, and budget as well as provide monthly status reporting, accounting, and invoicing.

### **Consultant Services:**

- Project initiation, development of a schedule, and project documentation and filing
- Coordination with the City on project status and key issues including monthly progress meetings when design workshops are not scheduled
- General project accounting activities including invoicing and progress reports
- Overall project quality assurance and quality control (QA/QC)

### **City Responsibilities:**

- Attend progress meetings.

### **Assumptions:**

- Monthly progress meeting will be held during months when design workshops are not scheduled. Monthly progress meetings are assumed to last one hour and will be attended by Consultant's project manager and design manager. Up to nine progress meetings are anticipated.
- Individual QC reviews are budgeted for under the design task.

### **Deliverables:**

- Monthly progress reports and invoices including project schedule and budget updates.
- Notes from progress meetings.

## **Task 2 – Design and Permitting**

### **Objective:**

The purpose of this task is to complete the design and permitting of the proposed work. This comprises site investigations including survey, subsurface utility engineering (SUE), and geotechnical services; preparation of preliminary engineering (30-percent) documents including a basis of design report (BODR) and 30-percent drawings; prepare 60-percent, 90-percent, and 99-percent (Issued for Permitting) sets of drawings and specifications; coordinate with permitting agencies and apply for and obtain permits required prior to construction; and prepare Issued for Bid drawings and specifications.

Design components are anticipated to include:

- New GAC Contactor System:
  - GAC Contactor Building to house the GAC contactors, electrical room, and plumbing support systems.
  - GAC pressure vessels including the associated power, piping and connections, instrumentation and controls.

- Site civil work to improve the existing access to the north end of the site and to provide storm drainage around new structures.
- GAC wet well and pump station to transfer water from the filters to the GAC pressure vessels, and associated flow control to bypass the GAC system. Flow control may include automated valves and flow meters.
- Yard piping for services including GAC influent and effluent, backwash supply and backwash waste and modifications to existing pipes on site.
- Disinfection modifications including a new chlorine injection location and new chlorine feed line.

Consultant Services (original scope):

- Conduct the project kick-off meeting to review project logistics and management activities, and confirm project goals
- Conduct one site visit to confirm site conditions
- Gather information on the existing site conditions including conducting a site survey and geotechnical investigation
  - Review record drawings and available plant data
  - Subcontract with geotechnical firm and coordinate onsite activities and schedule
  - Subcontract with surveying firm and coordinate onsite activities and schedule
- Prepare preliminary engineering documents (30-percent)
  - Prepare a basis of design report to document preliminary design activities.
  - Prepare the following draft preliminary design documents:
    - Major equipment list
    - Process flow diagram
    - Design criteria table
    - Facility hydraulic profile
    - Site layouts
    - Yard piping layouts
    - Building layouts/general arrangements
    - Piping and instrumentation diagrams
    - Water and sewer piping alignments
    - Electrical one-line diagrams
    - Control diagram
    - Specification table of contents
  - Identify and prepare a list of required permits and participate in a pre-application review with the City's planning and building departments.
  - Prepare preliminary cost estimate.
  - Conduct a preliminary engineering review workshop with the City and receive comments from the City.
- Prepare 60-percent design documents. Conduct a 60-percent review workshop with the City and receive comments from the City.
- Prepare 90-percent design documents. Conduct a 90-percent review workshop with the City and receive comments from the City.

- Coordinate with City and state permitting agencies to facilitate the approval of the project.
- Prepare 99-percent design documents for North Carolina Department of Environmental Quality (NCDEQ) permitting review.
- Prepare and submit 100-percent design documents.
- Coordinate internally between disciplines and subconsultants in preparation of design documents

#### Additional Design and Permitting Services (as changed by Amendment 1)

- Design:
  - Develop site plans with a preliminary evaluation of site use, stormwater, and yard piping impacts.
  - Adapt the structural and architectural design of the GAC building to the selected layout to a 30-percent level.
  - Adapt the design of the GAC Pump Station to be located on or near the new parcel to a 30-percent level.
  - Civil site design (grading, surfacing, drainage) for the new parcel to integrate it into the existing site and provide a plan for future space utilization.
    - Stormwater control measures (SCMs) and associated stormwater management plan. It is assumed that one sand filter will be used to provide water quality and peak flow attenuation.
    - The stormwater management plan will include a narrative and supporting calculations demonstrating compliance with local and state regulation.
  - A new access road that connects the northern Palaside Dr. entrance with the new parcel and access location on Arbor St.
- Permitting and local plan review:
  - Stormwater management permits related to the increased built-upon area and SCMs.

#### Geotechnical (original scope):

- Visit the site to mark boring locations and call in utility locates.
- Conduct geotechnical exploration.
- Perform laboratory analysis of boring samples.
- Prepare geotechnical report.

#### Geotechnical (as changed by Amendment 1):

- No changes.

#### Survey and Subsurface Utility Engineering (SUE) (original scope)

- Conduct a topographic survey of the site and areas affected by the project including areas inside the HGWTP fence and adjacent roadways.
- Locate aboveground and underground utilities and structures in the area. Perform SUE to identify the location and depth of critical pipeline crossings and tie-in locations. This will include Quality Level D through A SUE.

- Locate geotechnical borings for geotechnical report.

#### Survey and SUE (as changed by Amendment 1)

- Conduct a topographic survey of the new parcel (1.27 acres in size) and areas affected by the project including areas inside the HGWTP fence and adjacent roadways.
- Locate aboveground and underground utilities and structures in the new parcel area. Perform SUE to identify the location and depth of critical pipeline crossings and tie-in locations. This will include Quality Level D through B SUE. No additional Quality Level A pot holes are assumed.

#### City Responsibilities

- Review preliminary engineering, 60-percent, 90-percent, and 100-percent design drawings and technical specifications (as applicable) and provide comments.
- Participate in preliminary engineering, 60-percent, and 90-percent review workshops.
- Coordinate and participate in meetings with planning and building departments.
- Coordinate with sanitary sewer department for permit changes.

#### Assumptions

- The design flow for the GAC contactors is 6 million gallons per day. The GAC design will be a continuation of the work performed as part of the GAC alternatives evaluation previously conducted by Consultant.
- The new GAC building will be designed as an open front precast column and panel building with a brick facade to meet historical district requirements.
- Up to 5 geotechnical borings at a depth of 30 feet will be performed. Laboratory testing will consist Mechanical analysis, (ASTM D422) and Atterberg limits, (ASTM D423 and D424). No permits are required for the geotechnical investigation. The site has no contaminated soils or materials.
- A total of 12 vacuum excavations for SUE Quality Level A utility locate are assumed.
- Topographic survey will have a resolution of 1-foot contours. No legal descriptions for properties or easements are prepared.
- Design workshops are assumed to be three hours in length. Attendance for the workshops will include the project manager, design manager, and up to seven discipline leads.
- No federal permits are assumed required for the work.
- Permitting reviews will consist of the following:
  - One City review consisting of all required agencies will be conducted at the preliminary engineering phase (30-percent).
  - One NCDEQ review will be conducted at 99-percent to gain permit approval for Authority to Construct and Erosion and Sediment Control.
- A City review of the 99-percent review will not be conducted. Changes from the 99-percent design will only address comments from NCDEQ.
- Detailed traffic control plans will be per the contractor's responsibility.



- The opinion of probable construction cost estimate will be based on an AACE Class 3 estimate at preliminary engineering, Class 2 estimate at 60% design, and Class 1 estimate at 90% and 99% design.
- No federal permits are assumed required for the work.
- One City Development Review Committee (DRC) review consisting of all required agencies will be conducted at the preliminary engineering phase (30-percent).
- No additional geotechnical services are assumed.

#### Deliverables

- Geotechnical report.
- BODR and 30-percent drawings.
- 60-percent design: 60-percent design drawings, draft major equipment technical specifications, and opinion of probable construction cost estimate.
- 90-percent design: design drawings, technical specifications, and opinion of probable construction cost estimate.
- 99-percent design: permit-ready design drawings and technical specifications.
- 100-percent design: sealed bid drawings, compiled project specifications (Consultant's technical specifications and City's contract specifications), and opinion of probable construction cost estimate.

#### **Task 3 – Bidding and Award**

##### Objective:

The purpose of this task is to assist the City in bid phase services associated with the project.

##### Consultant Services:

- Attend a pre-bid conference and issue meeting notes.
- Assist the City in responding to questions during bidding.
- Issue addenda as appropriate to clarify, correct, or change the bid documents
- Attend and manage the bid opening.
- Assist the City in evaluating bids by preparing an engineering letter with bid tabulation sheets and a recommendation for contract award.
- Assist the City with assembling and awarding the contract for construction

##### City Responsibilities:

- Advertise the project.
- Attend the pre-bid conference.
- Attend the bid opening.

##### Assumptions:

- Pre-bid conference and bid opening will be attended by the project manager and design manager.
- Consultant will not provide dispute resolution services between the City and any bidders.

- Consultant will issue up to four addenda.
- Scope does not include project rebidding for any reasons. Any Consultant efforts to support a rebid will be require an amendment.

Deliverables:

- Pre-Bid Conference Meeting Notes.
- Addenda.
- Bid Tabulation and Recommendation of Award Letter.
- Issued for Construction Contract Documents which conform the contract documents with all addenda.

**Task 4 - Construction Administration Services**

Construction administration services, including a full-time resident project representative, will be negotiated at a later date and are not included in this scope. The Consultant will consult with and advise the City during construction and will act as the resident project representative.

**PART 3.0 ADDITIONAL SERVICES**

Any additional work related to these services or other services not specifically addressed in the preceding detailed scope of services will be considered additional services. The Consultant will provide additional services on an as-needed basis as determined by the City and for a fee as negotiated between the Consultant and the City on a case-by-case basis.

**PART 4.0 SCHEDULE**

Based on the Notice to Proceed date of December 8, 2021, Consultant’s schedule for completion of tasks described in Part 2.0 above is:

| <b><u>Task</u></b>                    | <b><u>Completion Date</u></b> |
|---------------------------------------|-------------------------------|
| <b>Task 1 – Project Management</b>    | August 25, 2023               |
| <b>Task 2 – Design and Permitting</b> |                               |
| <i>Preliminary Engineering</i>        | July 15, 2022                 |
| <i>60-percent Design</i>              | November 11, 2022             |
| <i>90-percent Design</i>              | February 10, 2023             |
| <i>99-percent Design (IFP)</i>        | March 17, 2023                |
| <i>100-percent Design (IFB)</i>       | June 9, 2023                  |
| <b>Task 3 – Bidding and Award</b>     | August 25, 2023               |

## **PART 5.0 COMPENSATION**

Compensation for Consultant's additional services described in Part 2.0 of this document shall be on the basis of lump sum.

| <b><u>Task 1 – Project Management</u></b>    | <b><u>Original Fee</u></b> | <b><u>Amendment 1 Fee</u></b> | <b><u>Amended Total Fee</u></b> |
|--|----------------------------|-------------------------------|---------------------------------|
|  | \$ 68,700                  | \$ 15,155                     | \$ 83,855                       |
| <b><u>Task 2 – Design and Permitting</u></b> | \$ 687,600                 | \$ 184,942                    | \$ 872,542                      |
| <b><u>Task 3 – Bidding and Award</u></b>     | \$ 18,600                  | \$ 0                          | \$ 18,600                       |
|  | <b>\$ 774,900</b>          | <b>\$ 200,097</b>             | <b>\$ 974,997</b>               |

RESOLUTION RELEASING EASEMENT

WHEREAS, a permanent easement was granted on Plat Book 47 Page 80 recorded in the Cabarrus County Registry to the City of Concord for sanitary sewer; and

WHEREAS, as a result of a redevelopment of the property and design changes to the sewer alignment, the developer request that a portion of said easement be abandoned; and

WHEREAS, the release of the portion of said easement would not be contrary to the public interest;

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

1. That a portion of the 30' sanitary sewer easement recorded on Plat Book 47 Page 80 and more particularly shown on Exhibit "A" is hereby ordered abandoned, and all rights and interest of the City are released.
2. The City's property rights in the released portion easement shall be conveyed by the City Attorney and other necessary staff or the Mayor to the property owner's of record.
3. The City Attorney and other City staff are hereby directed to take all necessary steps to enforce this resolution.

Adopted this 9<sup>th</sup> day of June 2022.

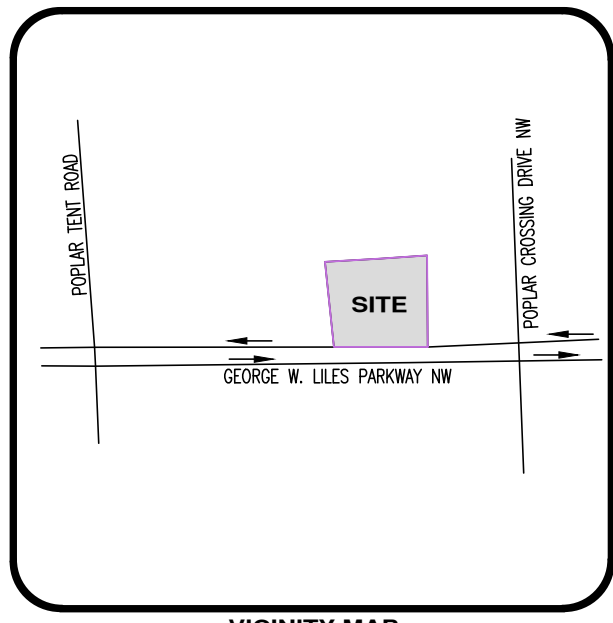
CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST:

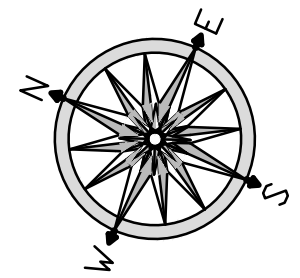
\_\_\_\_\_  
Kim Deason, City Clerk

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

# Exhibit A



VICINITY MAP  
(NOT TO SCALE)



REFERENCE: NC GRID (NAD 83/2011)

### LINE LEGEND:

- PROPERTY LINE (NOT SURVEYED) [---]
- RIGHT-OF-WAY (NOT SURVEYED) [---]
- EXISTING EASEMENT [---]
- NEW SANITARY SEWER EASEMENT [---]
- NEW SANITARY SEWER EASEMENT [---]
- SEWER/UTILITY EASEMENT ABANDONED [---]
- EXISTING SEWER/UTILITY EASEMENT [---]

### TEXT LEGEND:

- DB - DEED BOOK
- ECM - EXISTING CONCRETE MONUMENT
- EIP - EXISTING IRON PIPE
- EIR - EXISTING IRON ROD
- EMM - EXISTING METAL MONUMENT
- ESMT - EASEMENT
- NAD - NORTH AMERICA DATUM
- NC DOT - NC DEPARTMENT OF TRANSPORTATION
- NCCS - NORTH CAROLINA GEODETIC SURVEY
- NIR - NEW IRON ROD
- PB - PLAT BOOK
- PG - PAGE
- SQ.FT. - SQUARE FEET

### NOTES:

1. THIS MAP REPRESENTS A SURVEY OF AN EXISTING PARCEL OF LAND.
2. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCES.
3. IRON RODS AT ALL CORNERS UNLESS OTHERWISE NOTED.
4. SUBJECT PROPERTY IS ZONED: C-2.
5. THE PURPOSE OF THIS PLAT IS ONLY TO SHOW A NEW SANITARY SEWER EASEMENT AND TO ABANDON A PORTION OF THE EXISTING SANITARY SEWER/UTILITY EASEMENTS RECORDED BY PREVIOUS PLATS.
6. AREAS COMPUTED BY COORDINATE METHOD.
7. JAMES MAUNEY & ASSOCIATES, P.A. DOES NOT CLAIM THAT ALL MATTERS OF RECORD WHICH MAY OR MAY NOT AFFECT THE SUBJECT PROPERTY ARE SHOWN HEREON.
8. BEARINGS SHOWN ON THIS SURVEY ARE REFERENCED TO NORTH CAROLINA GRID BASED ON CONTROL MONUMENT "EASEMENT".
9. REFERENCE ALTA/NSPS LAND TITLE SURVEY FOR HARRIS TEETER, LLC BY JAMES MAUNEY & ASSOCIATES, P.A., DATED OCTOBER 5, 2020 (MAP FILE F-2117).

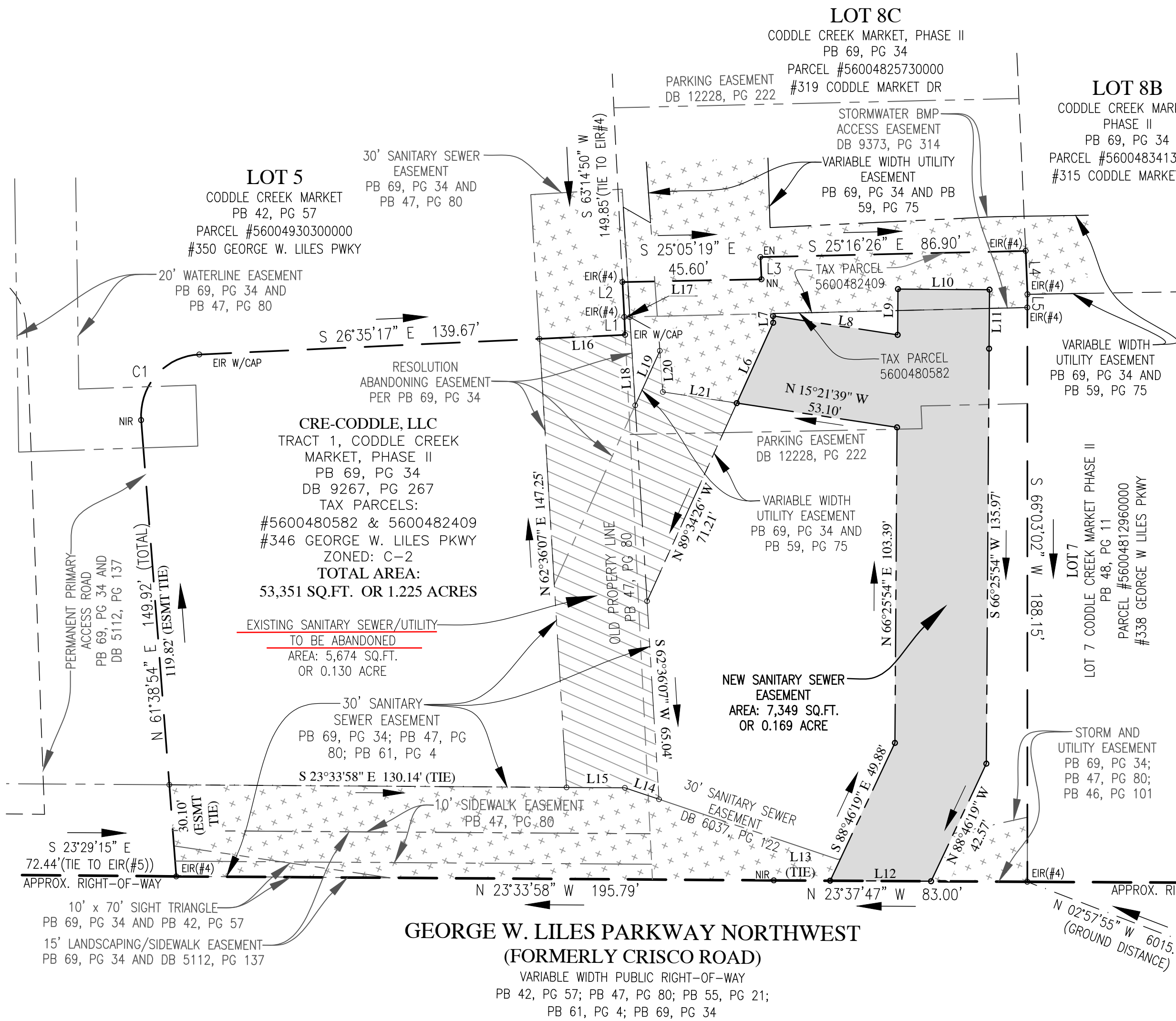
### CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION

WE HEREBY CERTIFY THAT WE ARE THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, AND THAT WE HEREBY ADOPT THIS PLAN OF SUBDIVISION WITH OUR FREE CONSENT, ESTABLISH MINIMUM BUILDING LINES, AND DEDICATE ALL ROADS, ALLEYS, WALKS, PARKS, AND OTHER SITES TO THE PUBLIC EXCEPT AS NOTED. FURTHER, WE CERTIFY THE LAND AS SHOWN HEREON IS WITHIN THE PLATING JURISDICTION OF THE CITY OF CONCORD.

By: \_\_\_\_\_ DATE \_\_\_\_\_  
CRE-CODDLE, LLC (OWNER)

### FLOOD CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBJECT PROPERTY IS NOT LOCATED IN A SPECIAL FLOOD HAZARD AREA ACCORDING TO THE CURRENT FLOOD INSURANCE RATE MAP.  
COMMUNITY PANEL: 370037 / 5600 K  
EFFECTIVE DATE: NOVEMBER 16th, 2018  
FLOOD ZONE: X



| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | N 63°34'20" E | 5.83'    |
| L2   | N 62°53'27" E | 11.50'   |
| L3   | N 63°06'13" E | 7.27'    |
| L4   | S 63°29'48" W | 14.21'   |
| L5   | S 67°10'17" W | 4.34'    |
| L6   | S 89°34'26" E | 28.94'   |
| L7   | N 64°11'47" E | 2.19'    |
| L8   | S 15°21'39" E | 41.30'   |
| L9   | N 66°26'02" E | 15.00'   |
| L10  | S 23°33'58" E | 30.00'   |
| L11  | S 66°26'02" W | 19.33'   |
| L12  | N 23°37'47" W | 33.06'   |
| L13  | S 23°37'47" E | 18.41'   |
| L14  | N 05°21'11" W | 11.79'   |
| L15  | N 23°33'58" W | 19.12'   |
| L16  | S 26°35'17" E | 28.09'   |
| L17  | S 25°18'36" E | 1.82'    |
| L18  | S 62°36'07" W | 29.00'   |
| L19  | S 89°38'58" E | 19.60'   |
| L20  | S 61°56'00" W | 13.53'   |
| L21  | S 15°21'39" E | 24.50'   |

| CURVE | RADIUS | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|--------|------------|---------------|--------------|
| C1    | 20.00' | 32.02'     | S 72°28'01" E | 28.71'       |

### CERTIFICATE OF APPROVAL

IT IS HEREBY CERTIFIED THAT THIS PLAT IS EXEMPT FROM CITY OF CONCORD APPROVAL AS A SUBDIVISION PLAT AND IS IN COMPLIANCE WITH THE CITY OF CONCORD DEVELOPMENT ORDINANCE REGULATIONS.

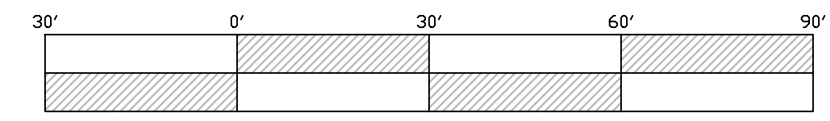
DEVELOPMENT SERVICES DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_

REVIEW OFFICERS CERTIFICATE  
STATE OF NORTH CAROLINA COUNTY OF CABARRUS

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

REVIEW OFFICER \_\_\_\_\_ DATE \_\_\_\_\_

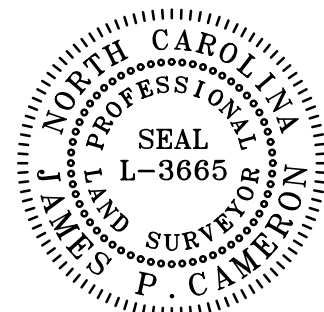
NCCS MONUMENT "EASEMENT"  
NC GRID (NAD 83/2011)  
NORTHING = 602,354.25 FEET  
EASTING = 1,504,369.50 FEET  
COMBINED GRID FACTOR:  
0.99985084



SCALE IN FEET  
1" = 30'

### EASEMENT AREA TABLE:

SANITARY SEWER EASEMENT AREA TO BE ABANDONED: 5,695 SQ.FT. OR 0.131 ACRE  
NEW SANITARY SEWER EASEMENT AREA: 7,349 SQ.FT. OR 0.169 ACRE



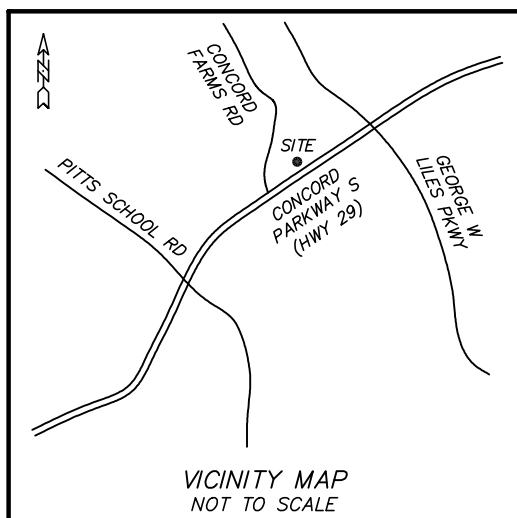
I, James P. Cameron, certify that this plat was drawn under my supervision from an actual survey made under my supervision (description recorded in Deed Book 9267, Page 267); that the boundaries not surveyed are clearly indicated as drawn from information as shown on the survey; that the ratio of precision as calculated is 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 23rd day of March, A.D., 2022.

*James P. Cameron*  
Professional Land Surveyor  
Registration # L-3665

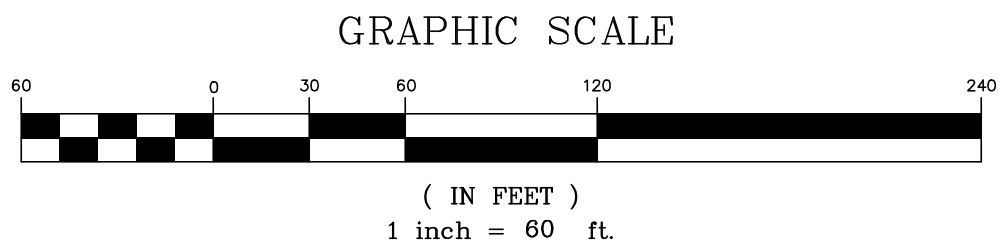
That the survey is of another category, such as the recombination of existing parcels, a court-ordered survey, or other exemption or exception to the definition of subdivision.

| REVISIONS  | EXEMPTION PLAT:   |
|--|---|
| MARCH 23, 2022 - TO SHOW NEW SANITARY SEWER EASEMENT & SHOWN PORTIONS OF EXISTING SEWER/UTILITY EASEMENTS TO BE ABANDONED. | CRE-CODDLE, LLC PROPERTY, MAP 1<br>RE: HARRIS TEETER STORE #68-POPLAR TENT #346 GEORGE W. LILES PARKWAY NORTHWEST CITY OF CONCORD, No. 2 TOWNSHIP, CABARRUS COUNTY, NORTH CAROLINA<br>REFERENCE: DEED BOOK 9267, PAGE 267<br>REFERENCE: PLAT BOOK 69, PAGE 34<br>TAX PARCELS: 5600480582 & 5600482409 |
|  | JAMES MAUNEY & ASSOCIATES, P.A.<br>PROFESSIONAL SURVEYORS<br>423 BEATTY DRIVE, SUITE E - BELMONT, NC 28012<br>TEL: (704) 829-9623 - FAX: (704) 829-9625<br>LICENSE NO. C-2373   |
| CREW<br>MC   | SCALE<br>1"=30'   |
| DRAWN<br>TC  | DATE<br>10/05/2020  |
| REVISED  | JOB<br>8482   |
|  | FILE<br>F-2117R   |





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



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

|                               |
|-------------------------------|
| SCALE: 1" = 60'               |
| REVISIONS:                    |
| DATE                          |
| CARLSON 12020 CONCORD PARKWAY |
| 202010 CONCORD PARKWAY S      |
| PROJECT: 20-0561              |
| DRAWN BY: NB                  |
| FIELD WORK: MB,MM             |
| MAY 11, 2022                  |

- LEGEND:**
- R/W = RIGHT OF WAY
  - (T) = TOTAL DISTANCE
- SYMBOL LEGEND**
- SET MONUMENT (TYPE INDICATED)
  - EXISTING MONUMENT (TYPE INDICATED)
  - CP CALCULATED POINT
- LINE TYPE LEGEND**
- BOUNDARY LINE
  - - - - TIE LINE
  - RIGHT OF WAY
  - - - - APPROXIMATE RIGHT OF WAY (NOT SURVEYED)
  - - - - ADJOINING LINE (NOT SURVEYED)

OWNER \_\_\_\_\_ DATE \_\_\_\_\_  
NORTH CAROLINA  
CABARRUS COUNTY  
I, \_\_\_\_\_ A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT I 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 \_\_\_\_\_ 20\_\_\_\_.  
MY COMMISSION EXPIRES: \_\_\_\_\_

CERTIFICATE OF PLAT APPROVAL  
IT IS HEREBY CERTIFIED THAT THIS MAP IS EXEMPT FROM CITY OF CONCORD APPROVAL AS A SUBDIVISION PLAN AND IS IN COMPLIANCE WITH THE CITY OF CONCORD DEVELOPMENT ORDINANCE REGULATIONS.

DIRECTOR OF DEVELOPMENT SERVICES \_\_\_\_\_ DATE \_\_\_\_\_

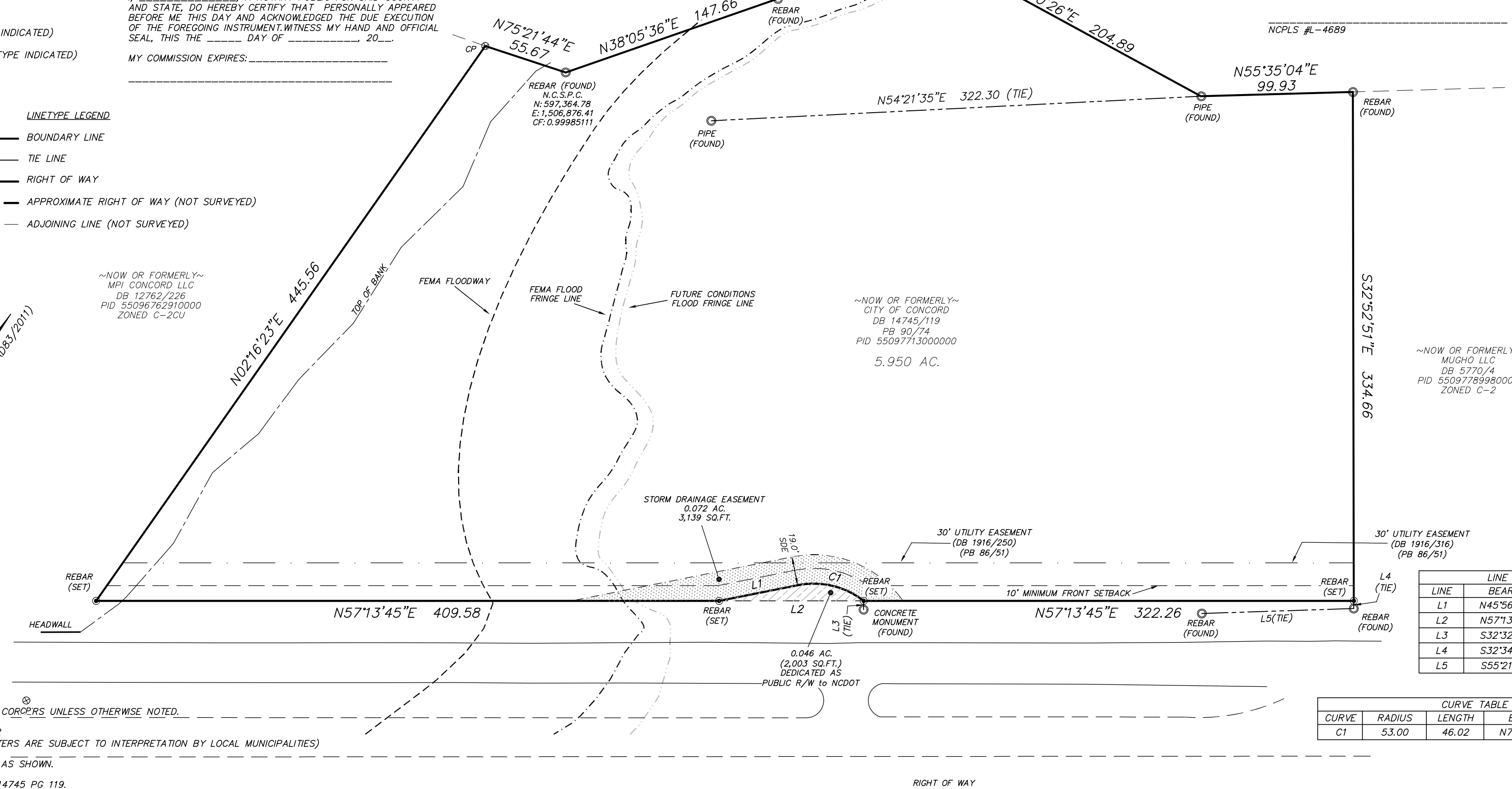
~NOW OR FORMERLY~  
LITTLE REAL ESTATE LLC  
DB 5685/321  
PB 46/1  
PID 5509755920000  
ZONED I-1

~NOW OR FORMERLY~  
MUCHO LLC  
DB 5692/268  
PID 55097818250000  
ZONED I-1

I, THOMAS E. WHITE, CERTIFY THAT THIS PLAN WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 14745 PAGE 119, ETC.); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK (AS SHOWN) PAGE (AS SHOWN); THAT THE RATIO OF PRECISION AS CALCULATED IS 1:10,000; THAT THIS PLAN WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL. THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 20\_\_\_\_.

THIS IS TO CERTIFY THAT THIS SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXEMPTION OR EXCEPTION TO THE DEFINITION OF SUBDIVISION.

NCPLS #L-4689



| LINE | BEARING     | LENGTH |
|------|-------------|--------|
| L1   | N45°56'32"E | 52.65  |
| L2   | N57°13'45"E | 95.02  |
| L3   | S32°32'04"E | 5.74   |
| L4   | S32°34'30"E | 5.02   |
| L5   | S55°21'11"W | 100.00 |

| CURVE | RADIUS | LENGTH | BEARING     | CHORD |
|-------|--------|--------|-------------|-------|
| C1    | 53.00  | 46.02  | N70°35'29"E | 44.59 |

- NOTES:
- IRON PINS SET AT ALL CORNERS UNLESS OTHERWISE NOTED.
  - PROPERTY ZONED: C-2 (SETBACKS & ZONING MATTERS ARE SUBJECT TO INTERPRETATION BY LOCAL MUNICIPALITIES)
  - TAX PARCEL NUMBERS AS SHOWN.
  - DEED REFERENCE: DB 14745 PG 119.
  - BOUNDARY SURVEY ONLY THROUGH POINTS AS SHOWN.
  - A PORTION OF THIS PROPERTY IS LOCATED WITHIN AN AREA HAVING A ZONE DESIGNATION AE BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), ON FLOOD INSURANCE RATE MAP (FIRM) NO. 3710550900K, WITH A DATE OF IDENTIFICATION OF 11/16/2018.
  - THIS PROPERTY MAY BE SUBJECT TO ADDITIONAL RECORDED OR UNRECORDED EASEMENTS, RIGHTS-OF-WAY, OR RESTRICTIVE COVENANTS, OTHER THAN SHOWN. SURVEY MADE WITHOUT THE BENEFIT OF A TITLE EXAMINATION.
  - AREA COMPUTED BY COORDINATED METHOD.
  - NO NCGS MONUMENT FOUND WITHIN 2000'.
  - UTILITY LOCATIONS SHOWN ARE LOCATED BASED ON SITE CONDITIONS AND MARKINGS AT THE TIME OF SURVEY. CONTRACTORS ARE TO HAVE ALL UTILITIES ACCURATELY MARKED PRIOR TO CONSTRUCTION.
  - ANY CONSTRUCTION OR USE WITHIN ANY DELINEATED FLOOD AREA IS SUBJECT TO THE RESTRICTIONS IMPOSED BY ANY APPLICABLE ORDINANCES OR REGULATIONS.
  - OFFSITE ADJOINER LINES AND RIGHT-OF-WAY LINES SHOWN AS DASHED ARE APPROXIMATE AND ARE FOR ILLUSTRATIVE PURPOSES ONLY.
  - LINES SHOWN REPRESENTING FENCES AND WALLS ARE MEASURED FROM THE APPROXIMATE CENTERLINE AND DO NOT ACCOUNT FOR THE THICKNESS, PLUMBNESS OR MEANDER OF THE FENCE UNLESS OTHERWISE STATED.
  - DISTANCES SHOWN ARE U.S. SURVEY FEET UNLESS OTHERWISE NOTED.
  - TRACT SHOWN HEREON WAS ONE TRACT BEFORE RIGHT OF WAY DEDICATION, AND WILL REMAIN ONE TRACT UPON RECORDING OF THIS PLAN.
  - MAXIMUM ALLOWABLE IMPERVIOUS AREA FOR THIS TRACT IS 80%

**CONCORD PARKWAY S  
(U.S. HWY 29)  
EX. 120' PUBLIC RIGHT OF WAY  
(PB 86/51)**

THE PURPOSE OF THIS PLAT IS TO DEDICATE PUBLIC R/W AS SHOWN. THIS PLAT SUPERSEDES THE PLAT RECORDED IN PB 90/74

THE FOLLOWING WAS USED TO ESTABLISH N.C.S.P.C. INFORMATION:

- CLASS OF SURVEY: A-URBAN LAND SURVEY
- POSITIONAL ACCURACY: 0.03"
- TYPE OF GPS FIELD PROCEDURE: STATIC, ONLINE POSITION USER SERVICE
- DATES OF SURVEY: 12/17/2020
- DATUM/EPOCH: NAD 83 (2011), EPOCH 2010
- PUBLISHED/FIXED-CONTROL USE: CORS SITES

DESIGNATION

| PID    | DESIGNATION               | LATITUDE    | LONGITUDE    | DISTANCE(m) |
|--------|---------------------------|-------------|--------------|-------------|
| DG5757 | NCLE LEXINGTON CORS ARP   | N354853.143 | W0801346.202 | 61644.3     |
| DG7402 | NCPO POLKTON CORS ARP     | N345933.172 | W0801037.857 | 61035.8     |
| D02638 | SCWR WHITE ROSE CORS ARP  | N345857.038 | W0811157.440 | 66489.4     |
| DK7549 | NCST STATESVILLE CORS ARP | N355119.728 | W0805055.477 | 55662.9     |
| DL6900 | NC20 ASHEBORO 2 CORS ARP  | N353749.384 | W0794553.753 | 85223.4     |
| DK4045 | NCTR TROY CORS ARP        | N352201.845 | W0795212.770 | 71144.9     |
| DG7404 | NOSHI SHELBY CORS ARP     | N351853.642 | W0812928.115 | 76986.4     |
| DM3523 | NCHI HICKORY CORS ARP     | N354431.010 | W0811830.934 | 71738.7     |
| DL1894 | NCWC WALNUT COVE CORS ARP | N362219.688 | W0801105.625 | 117926.0    |

(7) GEOID MODEL: GEOID18; NAVD 88  
(8) COMBINED GRID FACTOR(S): 0.99985111  
(9) UNITS: U.S. SURVEY FEET

**DIVISION OF HIGHWAYS DISTRICT ENGINEER CERTIFICATE**

I HEREBY CERTIFY THAT THE RIGHT OF WAY DEDICATION ALONG THE EXISTING STATE MAINTAINED ROADWAY(S) SHOWN ON THIS PLAT IS APPROVED AND ACCEPTED AS PUBLIC RIGHT OF WAY BY THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION, DIVISION OF HIGHWAYS.

DISTRICT ENGINEER \_\_\_\_\_  
DATE \_\_\_\_\_

ONLY NORTH CAROLINA DEPARTMENT OF TRANSPORTATION APPROVED STRUCTURES ARE TO BE CONSTRUCTED ON PUBLIC RIGHT OF WAY

| Zoning District | Min. Front Setback (feet) | PRINCIPAL STRUCTURES      |  |                          | ACCESSORY STRUCTURES              |                          |
|-----------------|---------------------------|---------------------------|--|--------------------------|-----------------------------------|--------------------------|
|                 |                           | Max. Front Setback (feet) | Min. Interior Side Setback (feet) <sup>2</sup> | Min. Rear Setback (feet) | Min. Interior Side Setback (feet) | Min. Rear Setback (feet) |
| C-2             | 10                        | -                         | -  | -                        | -                                 | -                        |

CAROLINA SURVEYORS, INC.  
P.O. BOX 267 PINEVILLE, N.C. 28134 - 0267  
THOMAS E. WHITE, N.C.P.L.S. & S.P.L.S. 704-889-7801  
CERTIFICATE OF AUTHORIZATION N.C. 6-1242 SC:886

A REVISED PLAT SHOWING  
**#2640 & #2700 CONCORD PARKWAY S**  
OWNER: CITY OF CONCORD  
AREA: 5.950 AC.  
NO. 2 TOWNSHIP, CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA

ATTN: Sue Hydes

City of Concord, North Carolina

Preliminary Application - Extension of Concord Utilities outside Concord City Limits

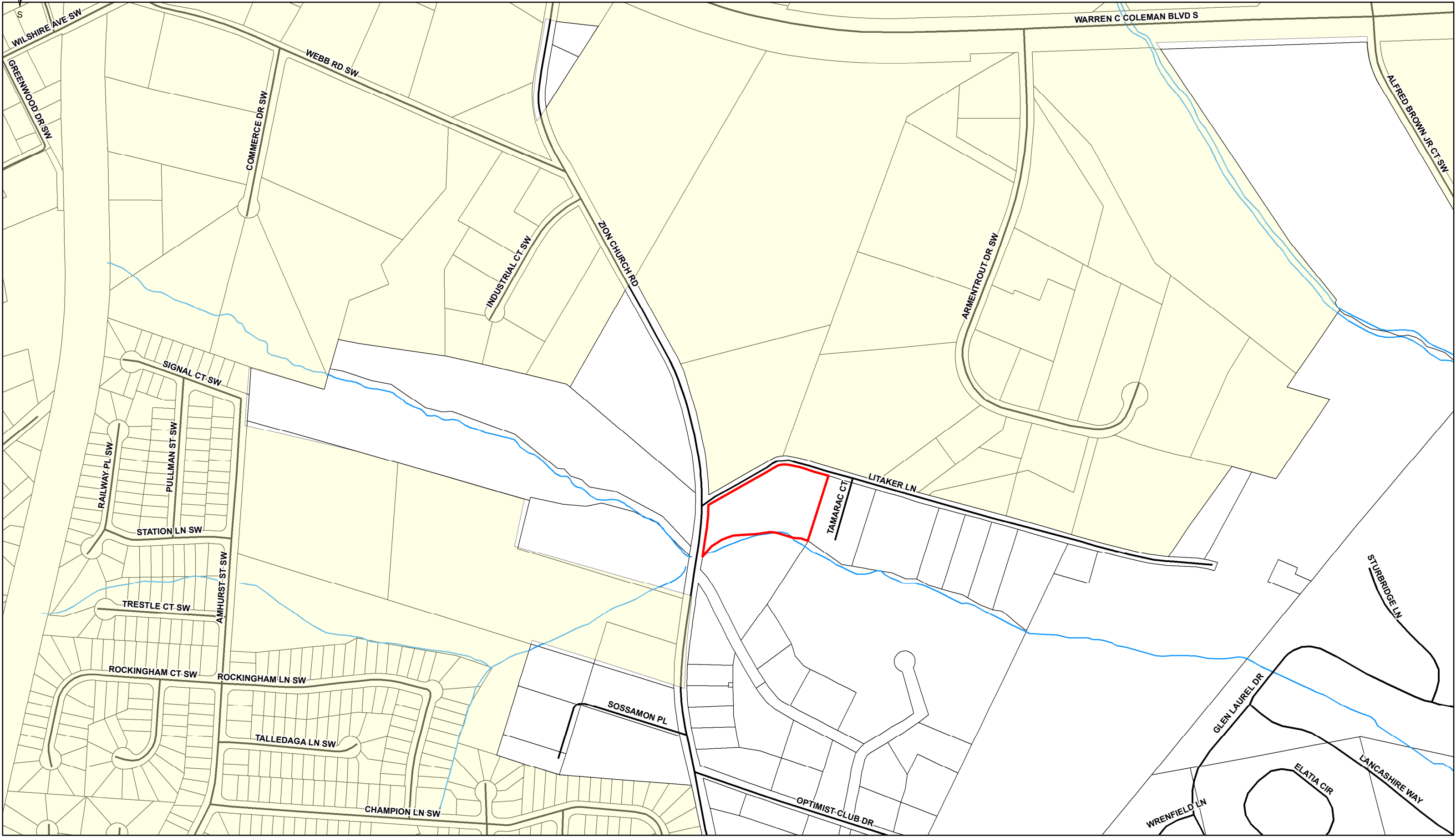
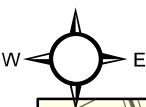
(Please type or print in black ink)

- 1. Name of development: NA
- 2. Name and address of owner(s)/developer(s): Arnold Wayne Holder  
214 Litaker Ln. Concord NC 28025
- 3. Owner(s)/developer(s) telephone: 704 806 9698 Fax: NA
- 4. Name and address of surveyor/engineer: NA
- 5. Surveyor/engineer's telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
- 6. Name, telephone and fax number, and address of agent (if any): NA
- 7. Name and address of person to whom comments should be sent: \_\_\_\_\_  
Arnold W. Holder
- 8. Telephone number of person to whom comments should be sent: 704-806-9698  
Fax: NA
- 9. Location of property: 214 Litaker Ln.
- 10. Cabarrus County P.I.N.#: 5529954240
- 11. Current zoning classification: MDR
- 12. Total acres: 3 3/4 Total lots proposed: NA
- 13. Brief Description of development: NA
- 14. Proposed Construction Schedule ASAP
- 15. Type of Service requested TAP on Sewer line -  
Drain Field Fall-Tank Has Been Pumped 2 Times  
In 1 Year (Last Times Less Than 6 Mo-  
5/12/2022 Arnold Wayne Holder  
Date Signature of Owner/Agent  
From Ground.  
Arnold Wayne Holder  
Name (printed)

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

|                                |
|--------------------------------|
| Staff Use Only:                |
| Received by: _____ Date: _____ |

# Preliminary Application



1 in = 400 ft



1. Name of development: \_\_\_\_\_
- ✓ 2. Name and address of owner(s)/developer(s): McDonald Homes INC  
4575 Hwy 49 N CONCORD NC 28025
- ✓ 3. Owner(s)/developer(s) telephone: 704-791-6996 Fax: \_\_\_\_\_
- ✓ 4. Name and address of surveyor/engineer: N/A
5. Surveyor/engineer's telephone: N/A Fax: \_\_\_\_\_
6. Name, telephone and fax number, and address of agent (if any): N/A
- ✓ 7. Name and address of person to whom comments should be sent: FLINT McDONALD  
flintmcdonald@gmail.com
8. Telephone number of person to whom comments should be sent: 704-791-6996  
Fax: \_\_\_\_\_
9. Location of property: 1007 ARCHIBALD ROAD CONCORD 28025
10. Cabarrus County P.I.N.#: \_\_\_\_\_
- ✓ 11. Current zoning classification: LDR
- ✓ 12. Total acres: 1.075 Total lots proposed: LOT 2
13. Brief Description of development: N/A
- ✓ 14. Proposed Construction Schedule TBA
15. Type of Service requested WATER + SEWER TAP

5/25/22  
Date

Flint McDonald  
Signature of Owner/Agent

FLINT McDONALD  
Name (printed)

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

| Staff Use Only:    |             |
|--------------------|-------------|
| Received by: _____ | Date: _____ |

1. Name of development: \_\_\_\_\_

2. Name and address of owner(s)/developer(s): McDONALD Homes IN  
4575 Hwy 49N CONCORD N.C. 28025

3. Owner(s)/developer(s) telephone: 704-791-6996 Fax: \_\_\_\_\_

4. Name and address of surveyor/engineer: N/A

5. Surveyor/engineer's telephone: N/A Fax: \_\_\_\_\_

6. Name, telephone and fax number, and address of agent (if any): N/A

7. Name and address of person to whom comments should be sent: FLINT McDonald  
flintmcdonald@gmail.com

8. Telephone number of person to whom comments should be sent: 704-791-6996  
Fax: \_\_\_\_\_

9. Location of property: 989 Archibald ROAD CONCORD NC 28025

10. Cabarrus County P.I.N.#: \_\_\_\_\_

11. Current zoning classification: LDR

12. Total acres: 1.087 Total lots proposed: # 3

13. Brief Description of development: \_\_\_\_\_

14. Proposed Construction Schedule TBA

15. Type of Service requested Water + Sewer TAP

5/25/22  
Date

Flint McDonald  
Signature of Owner/Agent

FLINT McDonald  
Name (printed)

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

**Staff Use Only:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_



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: McDONALD Homes INC
2. Name and address of owner(s)/developer(s): ✓  
4575 Hwy 49W CONCORD NC 28025
3. Owner(s)/developer(s) telephone: 704-791-6996 Fax: \_\_\_\_\_
4. Name and address of surveyor/engineer: N/A
5. Surveyor/engineer's telephone: N/A Fax: \_\_\_\_\_
6. Name, telephone and fax number, and address of agent (if any): N/A
7. Name and address of person to whom comments should be sent: FLINT McDonald  
flint.mcdonald@gmail.com
8. Telephone number of person to whom comments should be sent: 704-791-6996  
Fax: \_\_\_\_\_
9. Location of property: 955 + 901 ARCHIBALD RD CONCORD 28025
10. Cabarrus County P.I.N.#: \_\_\_\_\_
11. Current zoning classification: LDR
12. Total acres: 1.450 + 1.501 Total lots proposed: LOTS 4 + 5
13. Brief Description of development: N/A
14. Proposed Construction Schedule TBA
15. Type of Service requested WATER TAP ONLY

5/25/22  
Date

Flint McDonald  
Signature of Owner/Agent

FLINT McDonald  
Name (printed)

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

|                        |             |
|------------------------|-------------|
| <b>Staff Use Only:</b> |             |
| Received by: _____     | Date: _____ |

1. Name of development: \_\_\_\_\_

2. Name and address of owner(s)/developer(s): McDonald Homes Inc  
4575 Hwy 49 N CONCORD NC 28025

3. Owner(s)/developer(s) telephone: 704-791-6996 Fax: \_\_\_\_\_  
email flintmcdonald@gmail.com

4. Name and address of surveyor/engineer: \_\_\_\_\_

5. Surveyor/engineer's telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

6. Name, telephone and fax number, and address of agent (if any): \_\_\_\_\_

7. Name and address of person to whom comments should be sent: McDonald Homes  
FLINT McDonald flintmcdonald@gmail.com

8. Telephone number of person to whom comments should be sent: 704-791-6996  
Fax: \_\_\_\_\_

9. Location of property: 1033 Archibald Road CONCORD 28025

10. Cabarrus County P.I.N.#: \_\_\_\_\_

11. Current zoning classification: LDR

12. Total acres: 1.144 Total lots proposed: Lot 1

13. Brief Description of development: \_\_\_\_\_

14. Proposed Construction Schedule TBA

15. Type of Service requested WATER + SEWER TAP

5/25/22  
Date

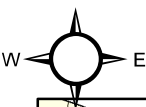
Flint McDonald  
Signature of Owner/Agent

FLINT McDONALD  
Name (printed)

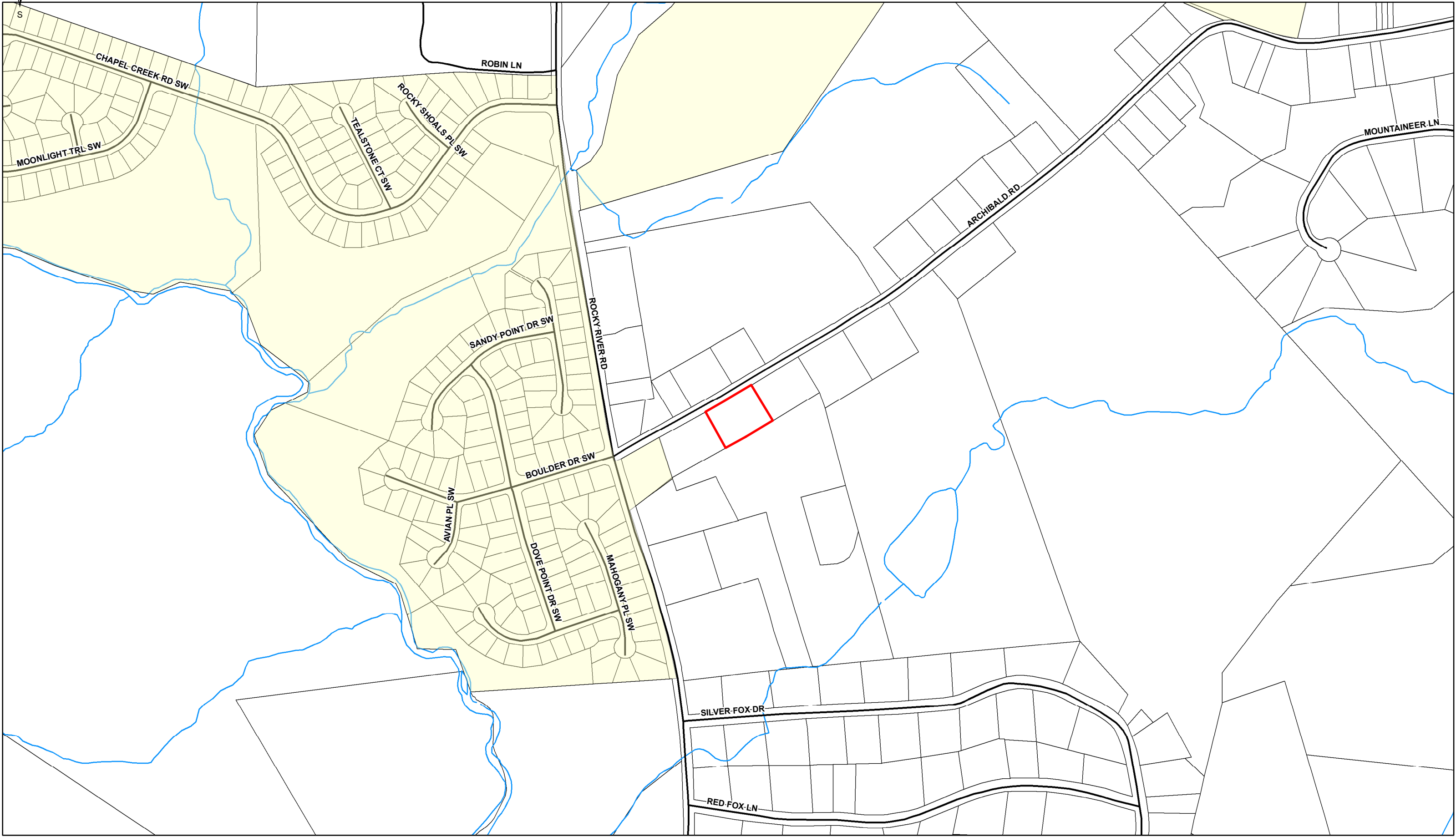
NOTE: By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.

Staff Use Only:  
Received by: \_\_\_\_\_ Date: \_\_\_\_\_





# Preliminary Application



1 in = 400 ft

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: Single Residence
2. Name and address of owner(s)/developer(s): Robert C. Hayes  
1245 Odell School Rd., Concord NC, 28027
3. Owner(s)/developer(s) telephone: 704-773-8895 Fax: \_\_\_\_\_
4. Name and address of surveyor/engineer: \_\_\_\_\_
5. Surveyor/engineer's telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
6. Name, telephone and fax number, and address of agent (if any): \_\_\_\_\_
7. Name and address of person to whom comments should be sent: Robert C. Hayes  
1245 Odell School Rd., Concord NC 28027
8. Telephone number of person to whom comments should be sent: 704-773-8895  
Fax: \_\_\_\_\_
9. Location of property: 1245 Odell School Rd., Concord NC 28027
10. Cabarrus County P.I.N.#: \_\_\_\_\_
11. Current zoning classification: RI
12. Total acres: 15 Total lots proposed: \_\_\_\_\_
13. Brief Description of development: Single residence, not a development
14. Proposed Construction Schedule \_\_\_\_\_
15. Type of Service requested City water

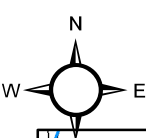
5/20/2022  
Date

  
Signature of Owner/Agent  
Robert C. Hayes  
Name (printed)

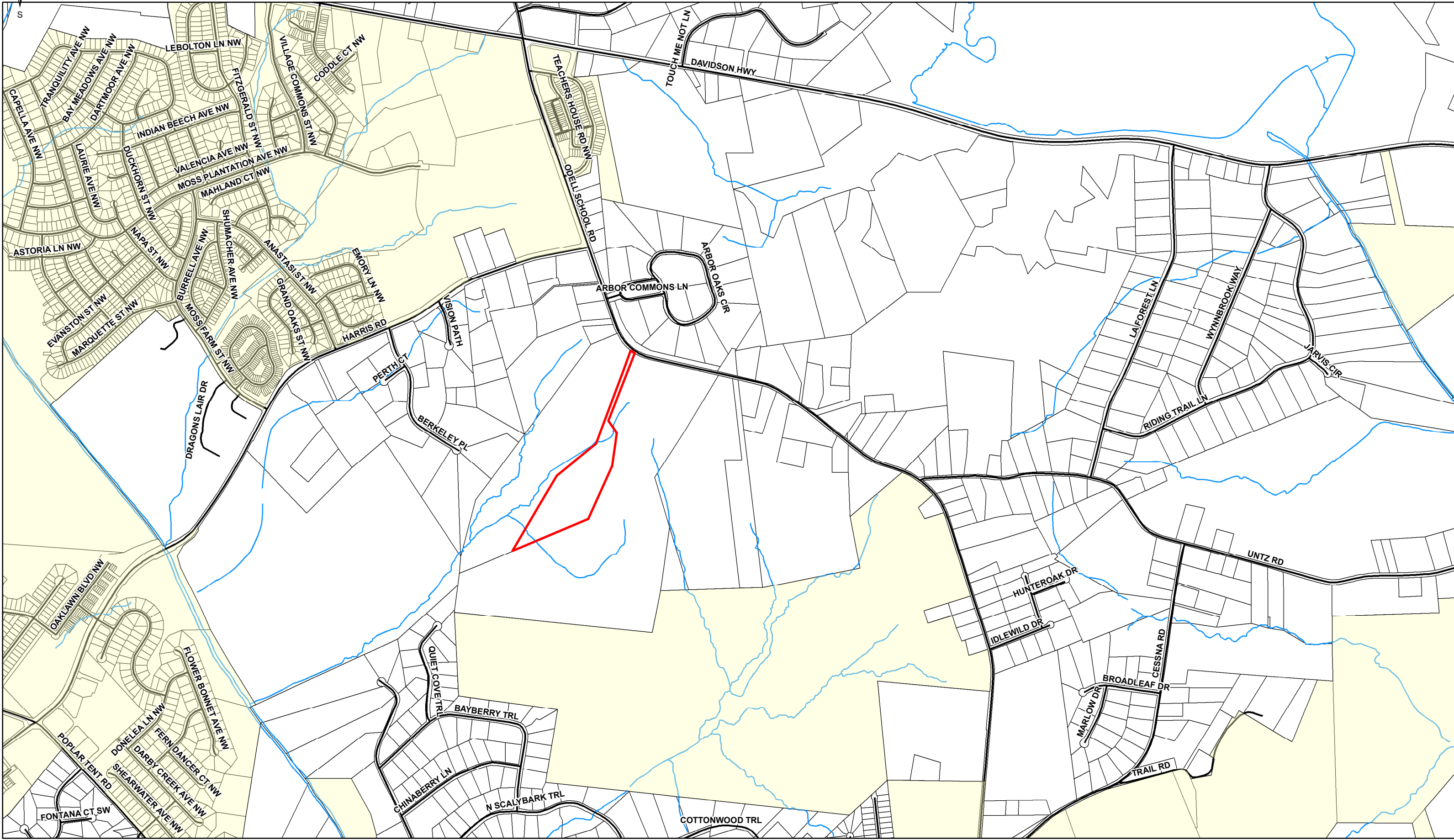
**NOTE:** *By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.*

|                        |             |
|------------------------|-------------|
| <b>Staff Use Only:</b> |             |
| Received by: _____     | Date: _____ |





# Preliminary Application





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

- 1. Name of development: Residential Sewer Tap
- 2. Name and address of owner(s)/developer(s): Nao Kha and Dia Vang  
7627 Roddy River Rd Concord NC 28025
- 3. Owner(s)/developer(s) telephone: 704-953-8650 Fax: \_\_\_\_\_
- 4. Name and address of surveyor/engineer: N/A (City of Concord)
- 5. Surveyor/engineer's telephone: N/A Fax: N/A
- 6. Name, telephone and fax number, and address of agent (if any): N/A
- 7. Name and address of person to whom comments should be sent: Xia Vang Her  
3732 Harris Houston Rd Charlotte NC 28262
- 8. Telephone number of person to whom comments should be sent: 704-953-8650  
Fax: N/A
- 9. Location of property: 7627 Roddy River Rd Concord NC 28025
- 10. Cabarrus County P.I.N.#: \_\_\_\_\_
- 11. Current zoning classification: Residential
- 12. Total acres: 2 acres Total lots proposed: \_\_\_\_\_
- 13. Brief Description of development: would love to tap our  
house into the city's sewer system
- 14. Proposed Construction Schedule Need city approval  
first
- 15. Type of Service requested Sewer Tap

4/25/2022  
Date

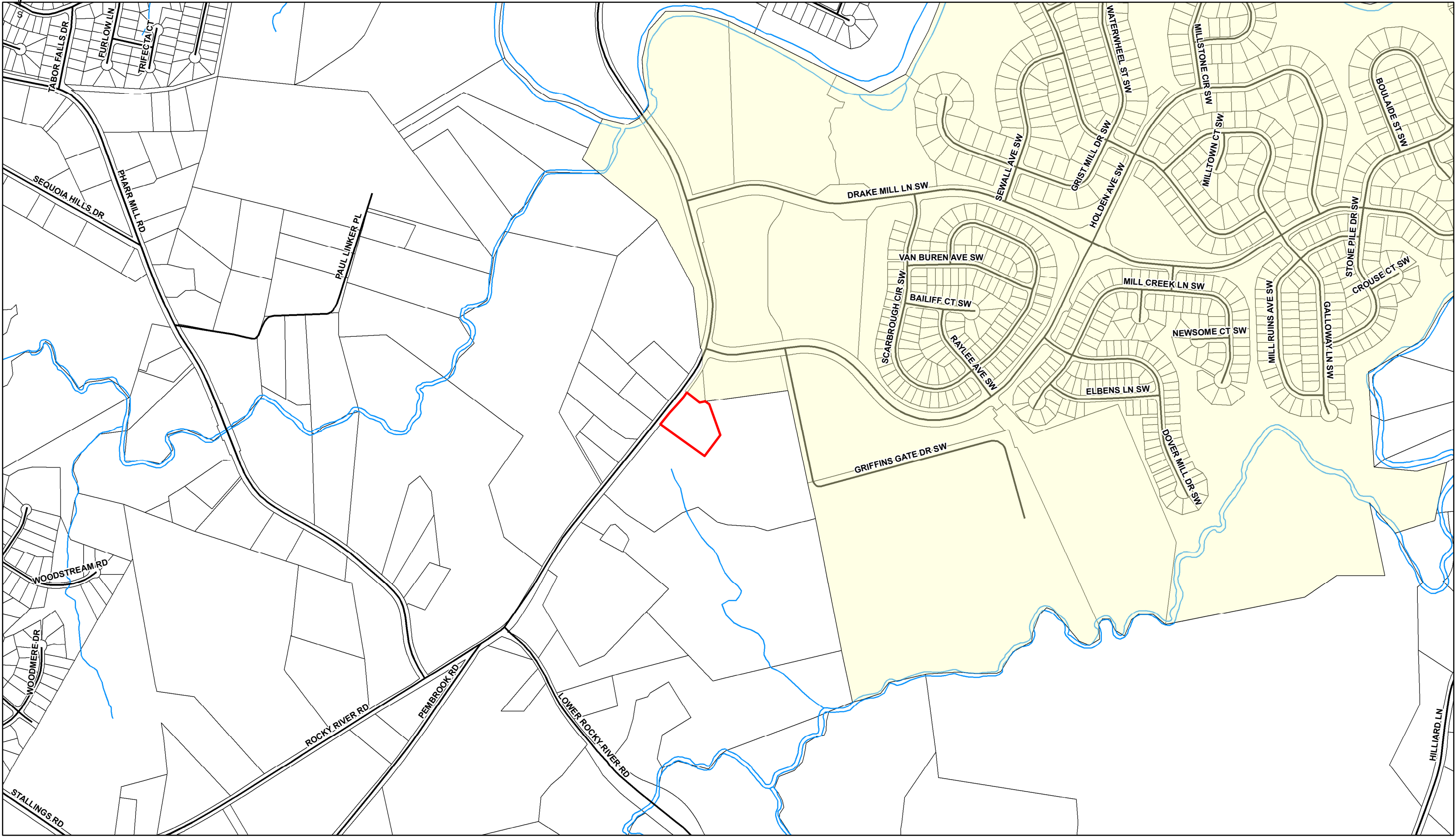
Nao Kha Vang  
Signature of Owner/Agent

Nao Kha Vang  
Name (printed)

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

| Staff Use Only:    |             |
|--------------------|-------------|
| Received by: _____ | Date: _____ |

# Preliminary Application



1 in = 600 ft

**CONCORD CITY COUNCIL**  
**BOARD AND COMMISSION APPOINTMENTS** (All are 3 year terms  
with the exception of the Fireman’s Relief Fund and the CDDC Board of  
Directors)

TERM EXPIRES

**Alcoholic Beverage Control Board**

(3 members all appointed by City) (NO LIMIT ON TERMS)

- |    |                              |         |
|----|------------------------------|---------|
| 1. | Scott Padgett                | 6/30/23 |
| 2. | Brian Hiatt                  | 6/30/24 |
| 3. | Alan Benson (appt. 11/10/21) | 6/30/24 |

**Fireman’s Relief Fund – (no term limit)**

1. Jennifer Parsley
2. Terry Crawford

**Concord/Kannapolis Transit Commission**

(two Council Members appointed by City of Concord)

- |    |   |          |
|----|---|----------|
| 1. | Betty Stocks (filling unexpired term of Ella Mae Small) | 12/31/23 |
| 2. | John Sweat  | 12/31/23 |

**Cabarrus-Rowan Urban Area Metropolitan Planning Organization (CRMPO);  
TAC and TCC  
(One-year terms)**

TAC – (2 Council Members appointed)

- |    |                            |          |
|----|----------------------------|----------|
| 1. | JC McKenzie                | 12/31/22 |
| 2. | Terry Crawford – alternate | 12/31/22 |

TCC – (2 City staff members appointed)

- |    |                                |          |
|----|--------------------------------|----------|
| 1. | Phillip Graham                 | 12/31/22 |
| 2. | LeDerick Blackburn – alternate | 12/31/22 |

**Centralina Regional Council (one-year terms)**

- |    |                            |          |
|----|----------------------------|----------|
| 1. | Andy Langford              | 12/31/22 |
| 2. | Terry Crawford – alternate | 12/31/22 |

**Planning & Zoning Commission**

(7 members – 6 appointed by City and 1 by County (ETJ); 2 alternates – appointed by City)  
(MEMBERS CANNOT SERVE MORE THAN 2 CONSECUTIVE 3-YEAR TERMS)

- |                         |   |                |
|-------------------------|---|----------------|
| 1.                      | Phil Jones  | 6/30/24        |
| 2.                      | Eric Williamson (reappointed to 2 <sup>nd</sup> term 6/10/21) | 6/30/24        |
| 3.                      | J King (reappointed 6/11/2020 – 2 <sup>nd</sup> term)         | 6/30/23        |
| 4.                      | Brittany Evans  | 6/30/24        |
| <b>5.</b>               | <b>Maya Jones – CAN BE REAPPOINTED</b>                        | <b>6/30/22</b> |
| <b>6.</b>               | <b>John Howard – CAN BE REAPPOINTED</b>                       | <b>6/30/22</b> |
| 7.                      | ETJ (County appointment)                                      |                |
| Alternates: 1. Jim Hays |   | 6/30/25        |
|                         | 2. DeAnne Haney   | 6/30/25        |



## Board of Adjustment

(7 members – 6 appointed by City and 1 by County (ETJ); 2 alternates – appointed by City)  
(MEMBERS CANNOT SERVE MORE THAN 2 CONSECUTIVE 3-YEAR TERMS)

|             |  |                |
|-------------|--|----------------|
| 1.          | <b>Steve Tice – CAN BE REAPPOINTED</b>         | <b>6/30/22</b> |
| 2.          | <b>David Niekamp – CAN BE REAPPOINTED</b>      | <b>6/30/22</b> |
| 3.          | Steve Bradley (2 <sup>nd</sup> term)           | 6/30/23        |
| 4.          | Cesar Correa (2 <sup>nd</sup> term)            | 6/30/23        |
| 5.          | Chuck Collier                                  | 6/30/23        |
| 6.          | Coretta Grant                                  | 6/30/23        |
| 7.          | ETJ member                                     |                |
| Alternates: | 1. Vamsi Pola                                  | 6/30/25        |
|             | 2. Vacant (Robert Danner declined appointment) | 6/30/25        |

**Historic Preservation Commission** (members do NOT have to reside in Historic District) (7 members and 2 alternates all appointed by City)

(MEMBERS CANNOT SERVE MORE THAN 2 CONSECUTIVE 3-YEAR TERMS)

|             |   |         |
|-------------|---|---------|
| 1.          | Anna Marshall   | 6/30/24 |
| 2.          | Shelby Dry  | 6/30/23 |
| 3.          | Mary Margaret Underwood                                   | 6/30/24 |
| 4.          | Carolyn Coggins (reapp'd to 2 <sup>nd</sup> term 6/10/21) | 6/30/24 |
| 5.          | James Firth   | 6/30/24 |
| 6.          | Ismail Diken  | 6/30/24 |
| 7.          | William Isenhour  | 6/30/24 |
| Alternates: | 1. Aimee Cain   | 6/30/23 |
|             | 2. Meredith Barbee  | 6/30/24 |

## Library Board of Trustees

(County Board – City appoints 1 member and confirms 1 County appointment) (MEMBERS CANNOT SERVE MORE THAN 2 CONSECUTIVE TERMS)

**City Appointment: Michael Cook- (2<sup>nd</sup> term) CANNOT BE REAPPOINTED 6/30/22**

**Confirmed County Appointment:** Rachel Porter (appt'd 8/20) 8/31/23

## WSACC

Council Appt'd: \*\*Jennifer Parsley-Hubbard 6/30/23

**City Member: \* Jeff Corley – CAN BE REAPPOINTED 6/30/22**

\*Jeff Corley appt'd 12/12/19 to fill unexpired term of Christie Putnam

\*\* Jennifer Parsley-Hubbard was appointed to fill the unexpired term of Dave Phillips effective 1/1/22

## Stormwater Management Advisory Committee

Group 1 - (2 members with engineering or scientific training, vocational experience, or strong personal interest in environmental mgmt. or preservation)

Group 2 - (2 members from recognized neighborhood associations)

Group 3 - (2 members from business or non-profit organizations)

At-Large Members (3)

(MEMBERS CANNOT SERVE MORE THAN 2 CONSECUTIVE TERMS)

### Group 1

|    |  |         |
|----|--|---------|
| 1. | Bertram Hinton, Jr. (reappt'd to 2 <sup>nd</sup> term 6/10/21) | 6/30/24 |
| 2. | Barry Hawkins  | 6/30/23 |

5/06/22

### Group 2

3. Vacant (Betty Stocks resignation effective 12/9/21)
4. Jonathan Gruber 6/30/24

### Group 3

5. Emily Burkhart 6/30/24
6. Nick Paladino 6/30/24

### At large members

7. Don Seitz (reappt'd to 2<sup>nd</sup> term 6/10/21) 6/30/24
8. Kristin Roland 6/30/24
9. Matt Long 6/30/24

\*At the June 8, 2017 City Council mtg, the Council voted to adopt Ord. #17-46 to amend the Chapter 60 of the City Code. The amendment reduced the number of members in each group from three (3) members to two (2) members and the remaining three (3) members were appointed as Members At Large.\*

### **CDDC Board of Directors – (one-year term)**

**City Member: NEED NEW APPOINTMENT**

### **Barber Scotia Community Task Force Committee**

At the July 20, 2017 City Council meeting, the Council voted to appoint an advisory committee related to the future of the Barber Scotia Campus. This committee was labeled the Barber Scotia Property Task Force Committee. Council Members, City staff, community members and leaders, and Barber Scotia Alumni were appointed to serve on the Committee. There are no term limits for this Committee.

### Current Members:

1. JC McKenzie, Council Member
2. Betty Stocks, Council Member
3. Lloyd Payne, City Manager
4. Steve Osborne, PND Director
5. Shanell Varner, Cabarrus EDC
6. Alice Steele Robinson, Barber Scotia Alumni
7. Ella Mae Small, Barber Scotia Alumni
8. David Smith, Community Leader, 5/3 Bank
9. Dianne Snyder, retired Chancellor at Cabarrus College of Health Sciences
10. AJ Clark, President of Logan Neighborhood Community Assoc.
11. Carla Black, Principal of Cabarrus Early College High School

### **Public Art Advisory Committee**

At the November 13, 2014 City Council meeting, the Council voted to establish a permanent 10 member Public Art Advisory Committee to facilitate delegated City funded art projects, identify potential project areas within Center City, and to make recommendations on potential (if any) zoning / development regulations as it relates to public art and encourage privately funded “public” art projects.

At the March 11, 2021 City Council meeting, the Council voted to include a staff member from the City’s Parks and Recreation Department and also to include 3 at-large members.

5/06/22



The committee consists of the following:

**City Council Members (2)**

Council Member Stocks (appointed 12/9/21)

Council Member Langford (appointed 1/09/20)

**Planning & Neighborhood Development staff members (2)**

Sarah Gay

Starla Rogers

**Parks and Recreation Department (1)**

Montana Maurer

**Director of Concord Downtown Development Corporation (CDDC)**

Johnson Bray

**Director of Cabarrus Arts Council**

Liz Fitzgerald

**Cabarrus Arts Council Board Member (1)**

Rebecca Collins

**Local Community Member (1)**

Tara Bengle

**Artist (1)**

Julia Lawing (appointed 6/13/19)

**Downtown building owner (1)**

Justin Mueller (appointed 6/13/19)

**At-large Members (3)**

**WeBuild Concord**

At the April 11, 2019 City Council meeting, the Council voted to create a nonprofit tax exempt entity to enable staff to apply for grants and/or funds that would not otherwise be available to the Housing Department. This entity is a supporting organization of the City, meaning that the funds received and/or raised can be utilized to directly benefit the City's affordable housing initiatives.

At that time, the Board members were appointed for a 1-yr term. In January 2020, the bylaws were amended to extend the terms to 3-yr terms ending 6/30 with no term limits.

At the March 10, 2022 City Council meeting, the Council voted to adopt a resolution authorizing amendment and restatement of articles of incorporation of WeBuild Concord, formerly known as Concord Family Enrichment Association.

**Board Members from City of Concord**

Council Member Terry Crawford

Council Member JC McKenzie

5/06/22

Steve Osborne, PND Director  
Josh Smith, Assistant City Manager  
Angela Graham, Housing Director

### **Concord United Committee**

At the February 11, 2021 City Council meeting, the Council approved the establishment of the Concord United Committee.

In order to stagger the terms of office, one-third of initial appointments will be for 1 year, one-third of initial appointments will be for 2 years, and the one-third of initial appointments will be for 3 years.

Members shall have three-year appointments following initial appointments.

|                      |                              |
|----------------------|------------------------------|
| Ann Fleming          | 5/21/21 – 4/30/23 – Co-Chair |
| Robert Kirk          | 5/21/21 – 4/30/24 – Co-Chair |
| *Bertram Hinton, Jr. | 4/14/22 – 4/30/25 – Co-Chair |

|  |                   |
|--|-------------------|
| Amos McClorey  | 5/21/21 – 4/30/23 |
| Roy Hawkins (to fill unexpired term of Chris Bowe)       | 5/21/21 – 4/30/23 |
| Cindy Hanson   | 5/21/21 – 4/30/23 |
| Douglas Carroll  | 5/21/21 – 4/30/23 |
| Gracie Galloway  | 5/21/21 – 4/30/23 |
| Ingrid Nurse   | 5/21/21 – 4/30/23 |
| <b>Vacant (Lisa Matthews relocated to another state)</b> | 5/21/21 – 4/30/23 |

|                                      |                   |
|--------------------------------------|-------------------|
| Jennifer Terris                      | 5/21/21 – 4/30/24 |
| <b>Vacant (Joe DeJesus resigned)</b> | 5/21/21 – 4/30/24 |
| Kiran Patel                          | 5/21/21 – 4/30/24 |
| Lyndia Gabriel                       | 5/21/21 – 4/30/24 |
| Rayshion Sashington                  | 5/21/21 – 4/30/24 |
| Sandra Torres                        | 5/21/21 – 4/30/24 |
| Theresa Scott-Stills                 | 5/21/21 – 4/30/24 |

|  |                   |
|--|-------------------|
| *Aimy Steele   | 4/14/22 – 4/30/25 |
| *Bob Anderson (to fill unexpired term of Betty Stocks)       | 4/14/22 – 4/30/25 |
| *Caroline Overcash   | 4/14/22 – 4/30/25 |
| *Greg Mills  | 4/14/22 – 4/30/25 |
| *Lamarie Austin-Stripling                                    | 4/14/22 – 4/30/25 |
| *Quinton Locklear  | 4/14/22 – 4/30/25 |
| <b>* Vacant (Mandy Jones did not wish to be reappointed)</b> |                   |

\*Reappointed to first 3-year term at the April 14, 2022 Council Meeting

# City of Concord

# Title VI Annual Report

# 2022

Submitted by: Emma Sellers  
Diversity, Equity and Inclusion Coordinator

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Date: May 23, 2022

To: Mayor Bill Dusch, City Manager Lloyd Payne

From: Emma Sellers, Diversity, Equity and Inclusion Coordinator

Subject: 2022 Title VI Annual Report Covering May 2021- May 2022

It is with great pleasure that I provide the 2022 Title VI Annual Report. This report will summarize the efforts in our inaugural year of a City wide Title VI Plan that ensures equitable and inclusive practices in all of the City's decision making processes.

It is the mission of the City of Concord to partner with our community to deliver excellent service and plans for the future while preserving, protecting and enhancing the quality of life. Through the adoption of the Title VI Plan, the City strives to preserve, protect and enhance the quality of life of our residents and our co-workers through the lens of equity and inclusion. The City works to ensure that no person is denied the benefits of or access to any program, service or activity based on race, national origin, or limited English proficiency.

This report will provide a summary of the services and accomplishments of the City of Concord. In addition, the newly formed office of Diversity, Equity and Inclusion is working with various departments to ensure equitable and inclusive practices. With a general understanding that the more diverse an organization is, it will create a more innovative and creative workforce, and we know that innovation and creativity will allow us to provide excellent service to our residents. In addition, an equitable and inclusive work environment creates a stronger organizational culture that leads to improved employee performance.

These initial efforts could not have been accomplished without your continued support of diversity, equity and inclusion throughout the City of Concord.

Thank you.



## Areas of Practice

### Policy and Public Notice:

The City of Concord, pursuant to its policy to comply with Title VI of the Civil Rights Act of 1964 and other pertinent nondiscrimination authorities, will not exclude from participation in, deny the benefits of, or subject to discrimination any person based on race, color, national origin, limited English Proficiency, income-level, sex, age, or disability (or religion, where applicable), under any programs or activities conducted or funded by the City of Concord.

### Elimination of Discrimination:

All department heads have reviewed current policies and practices within their department. Where policies may have been questionable, further review of the policy was reviewed by the diversity, equity and inclusion coordinator and the department head. If necessary, program or policy changes were implemented in an effort to eliminate discrimination.

### Public Dissemination of Information:

The City of Concord's non-discrimination statement is visibly posted in City Hall and the Brown Operations Center. In addition, this statement is published in City buildings most frequented by members of City of Concord community. There is also access to the City's Title VI plan on homepage of the City of Concord website. Non discrimination guidelines are included in City contracts.

### Title VI Assurance in Contracts and Grants:

Assurances and non-discrimination guidelines are included in City of Concord contracts.

### Data Collection:

Data is collected by departments that relates to information needed to fulfill the Title VI plan.

### Site and Facility Location:

Site and facilities are equally accessible and inclusive to all residents, ensuring equitable access across the City to facilities and amenities.

### Environmental Justice in Minority and Low-Income Populations:

Through our neighborhoods program and other outreach methods of the City and the City's Solid Waste departments, residents of minority and low income communities have equitable access to information and participation in public matters that concern the environment.

### Limited English Proficiency:

Spanish is the second most spoken language in the City of Concord behind English. There are currently sufficient translators to meet the needs of our Spanish speaking community. In an effort to further meet the needs of other ESL community members, the City is working to purchase language technology for departments.

### Title VI Complaint Process

To ensure compliance, the City Manager has appointed the Diversity, Equity and Inclusion Coordinator to serve as the Title VI Coordinator. Department heads collaborate with the Title VI Coordinator to ensure required compliance.

Any person who believes that he or she or any other program beneficiaries have been subjected to unequal treatment or discrimination may file a complaint with the Title VI Coordinator.

The procedures for this process are outlined on Page 11 of the City of Concord Title VI plan. The Title VI Complaint form is available online in both English and Spanish.

Every effort is made to obtain early resolution of complaints. Mediation in addition to other methods can be utilized for resolution.

### Summary of Title VI Complaints

There were 0 (zero) complaints received by the Title VI Coordinator during the reporting time frame.

## 2022 Title VI Plan Implementation

- 1) Establishment of Diversity, Equity and Inclusion Office: In May 2021, the City of Concord established the office of Diversity, Equity and Inclusion. In addition to providing leadership for the City's diversity, equity and inclusion initiatives, the coordinator also serves as the City's Title VI Coordinator.
- 2) Non-discrimination Statement: In May 2021, in addition to the adoption of the Title VI Plan, City Council adopted a statement of non-discrimination. This statement is posted in City Hall, the Brown Operation Center and City buildings the public frequents.
- 3) Diversity Training: Each newly hired employee receives diversity, equity and inclusion training during their orientation. This training discusses general practices of diversity, equity and inclusion in a work setting, but also reviews the City's non-discrimination statement in conjunction with the City's Title VI plan.
- 4) Mandatory Diversity Training: Each year, all City coworkers must take at least one diversity, equity and inclusion training. This training is provided on an annual basis and is made available to all employees. Trainings were conducted in October and November 2021.
- 5) Diversity Career Development Opportunities: During the past year, there were diversity training opportunities for co workers on a recurring basis. These trainings were offered in person and virtual to meet the needs of the coworkers.
- 6) Title VI Training: All department heads completed a Title VI training. This training outlined department head responsibility and the collaboration with department heads and the Title VI Coordinator.
- 7) Hiring Policy Review: Upon initial review of policies within the City, the City's hiring policy was determined to have disparate impact. The hiring policy and practices were reviewed by the City's Diversity, Equity and Inclusion Coordinator, Director of Human Resources, Assistant City Managers and City Manager. It was determined that the current practices, while not intentional, did not minimize the potential for bias or discrimination. Article 8.1 of the City's Hiring Policy was updated and effective August 2021.
- 8) DBE Businesses: The Title VI Coordinator has begun work to identify the City's DBE practices. Partnerships with local organizations that are working to develop and support DBE's has been created with the goal of working with organizations to establish these businesses and providing educational opportunities for these businesses to understand the processes of doing business with local government.
- 9) Concord United Committee: The Concord United Committee was established in May 2021. This committee consist of 24 residents of the City of Concord. These residents have been charged with evaluating the City's current practices and policies and identifying areas of inequity. As part of the Title VI plan's efforts to include minorities in decision making processes, this committee will have input to all City departments.

## Recommendations

There have been great strides during the first year of the City's Title VI Plan. As an organization, we have become more aware of equity and how our policies impact those from minoritized populations. In addition to continuing the work that has begun, I submit this report with the following recommendations:

- 1) Provide resources, human and financial, to provide translation services. The focus should prioritize written documents.
- 2) Expand the City's utilization of DBE's and work to ensure that all contractors meet Title VI requirements.
- 3) Continue to enhance the number of minority members of committees to ensure equitable participation in decisions that impact the City of Concord.

## Conclusion

We understand that building an inclusive community is creating a to-do list that will never be completed as our community, internally and externally, is ever changing. The work that we do must constantly be evaluated in order to remain effective as demographics and needs change. The fluidity of this work cannot deter us from the process that will move the City further along the equity and inclusion spectrum.

In this first year of the Title VI Plan as well as the first year of Diversity, Equity and Inclusion office, there have been great strides that furthered the already established commitment to equity work. The City of Concord, with its leadership, is moving in the right direction to recognizing and minimizing inequity in the City.

As the office of Diversity, Equity and Inclusion moves into its second year, the impact of the Title VI Plan will continue to grow across the City. It will be important to become a data-informed City where we are working to close the equity gaps, within our control, that exists in the City of Concord.





# Concord Kannapolis Area Transit (Rider) Procurement Polices & Procedures May, 2022



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## I. INTRODUCTION

The Federal Transit Administration (FTA) requires an FTA recipient to conduct all third-party procurements financed under 49 U.S.C. Chapter 53 in a manner that provides full and open competition as determined by FTA. The following guidance is based on the requirements of the Common Grant Rule for governmental recipients, specifically the requirements of FTA Circular 4220.1F and applicable statutory and administrative requirements.

The following procedures provide guidance for Third-party procurements financed in whole or in part with grant funds awarded by the FTA and are designed to set forth the standards for processing all contracts funded by FTA Grants which are awarded to Concord Kannapolis Area Transit (Rider). These standards are included to ensure that goods, equipment, materials, supplies, real property, and services are obtained in an efficient and economical fashion, adhering to the principles of good administrative practices. For a complete list of all requirements, refer to FTA Circular 4220.1F and its appendices.

## II. PROCUREMENT PROCEDURES

Rider Transit follows City of Concord Procurement Procedures and City's Procurement Policy.

### 1. Authority.

The procurement policies and procedures discussed in the Manual have been developed in conformance with the standards and limitations established by State and Federal law, and rules and policies as follows:

- North Carolina General Statutes, Article 8 of Chapter 143 of the General Statutes of North Carolina (Public Contracts)
- North Carolina Department of State Treasurer Uniform Guidance Procurement Standards Memorandum #2018-06
- City of Concord Code of Ordinances

The applicable Federal laws, regulations and agreements affecting the procurement practices of the City are as follows:

- Federal Transit Administration (FTA) (formerly Urban Mass Transportation Act of 1964), as amended, through June 1992, 49 USC Sec. 1601 et seq.
- Department of Transportation, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments, 49 CFR Part 18
- FTA Master Agreement
- FTA Circular 5200.1A, Full-Funding Grant Agreements Guidance, December 5, 2002
- FTA Circular 4220.1F, Third-party contracting Guidance, March 18<sup>th</sup>, 2013
- FTA Circular 5010.1E, Award Management Requirements, July 21<sup>st</sup>, 2017
- Participation by Disadvantaged Business in Department of Transportation Programs, 49 CFR Part 26

### 2. Roles and Responsibilities.

Rider Transit will follow all applicable City of Concord purchasing guidelines, as well as, all applicable local, state and federal guidelines when procuring items using FTA funds. Rider Transit will use an Informal Bid Process for FTA purchases between the amounts of \$10,000 and \$250,000, and will use a Formal Bid Process for FTA purchases that exceed \$250,000.

### 3. Written standards of conduct.

The Common Grant Rules require each recipient to maintain written standards of conduct governing the performance of its employees that are engaged in or otherwise involved in the award or administration of third-

party contracts. Violators of the City of Concord's Standards of Conduct are subject to disciplinary actions under the City of Concord Personnel Policy, Section 8.3 – Disciplinary Policy, pages 102-107.

4. City of Concord Code of Ethics/Conflict of interest policy.

From the City of Concord Personnel Policy dated 4/14/2022:

Conflict of Interest: No co-worker shall engage in any outside employment (including self-employment) that would:

- (a) Directly or indirectly affect their ability to make unbiased decisions or recommendations in the duties of their job with the City;
- (b) Create the appearance of favoritism for any person or entity providing goods or services to the City; or
- (c) Compromise their independent judgment regarding recommendations or choice of vendors or services that are provided the City of Concord.
- (d) Violate any federal or state statute, City of Concord charter or Concord City ordinance.

Employees shall not accept gifts, or loans from organizations, business firms, or individuals with whom they have official relationships because of City Government business. These limitations do not prohibit the acceptance of articles of negligible value, which are distributed generally, prohibit employees from accepting social courtesies that promote good public relations, nor prohibit employees from obtaining loans from public lending institutions. It is particularly important that inspectors, contracting officers, and enforcement officers guard against relationships that might be construed as evidence of favoritism, coercion, unfair advantage, or collusion.

5. Self-certification.

FTA expects each recipient to self-certify that its procurement system complies with Federal requirements for any FTA assisted third-party contract the recipient undertakes and administers.

6. Third-party contracting capacity.

As part of an FTA recipient's obligation to maintain adequate technical capacity to carry out its project and comply with the Common Grant Rules, the recipient's third-party contracting capability must be adequate to undertake its procurements effectively and efficiently in compliance with applicable Federal, State, and local requirements. The Common Grant Rules require the recipient to maintain a contract administration system to ensure that it and its third-party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, State and local requirements. Many FTA recipients assign contracting duties to technical, financial or management personnel. If the recipient lacks qualified personnel within its organization to undertake the various procurement tasks, such as drafting specifications, evaluating contracts, or performing internal audits for the recipient, FTA expects the recipient to acquire the necessary services from sources outside the recipient's organization. When using outside sources, the recipient should take appropriate steps to prevent or mitigate organizational conflicts of interest that would result in conflicting roles that might bias a contractor's judgment or would result in unfair competitive advantage.

- a. **Written Procurement Procedures.** The Common Grant Rule for non-governmental recipients requires the recipient to have written procurement procedures, and by implication, the Common Grant Rule for governmental recipients requires written procurement procedures as a condition of self-certification. The recipient's procurement procedures are expected to address:
  - i. **Solicitations.** The following standards apply to solicitations:
  - ii. **Clear Descriptions.** A clear and accurate description of the technical requirements for the material, product, or service to be procured is required (discussed further in Chapter VI of FTA Circular 4220.1F).
  - iii. **Nonrestrictive Specifications.** In competitive procurements, the description may not contain features that unduly restrict competition. Notably, FTA may not finance procurements that use exclusionary or discriminatory specifications (discussed further in Chapter VI of FTA Circular 4220.1F).
  - iv. **Quality Requirements.** A description may include a statement of the qualitative nature of the material, product, or service to be procured and, when necessary, describe minimum essential characteristics and standards to which the property or services must conform if it is to satisfy the recipient's intended use (discussed further in Chapter VI of FTA Circular 4220.1F).
  - v. **Preference for Performance Specifications.** The Common Grant Rule for governmental recipients advises the recipient that "detailed product specifications should be avoided if at all possible." The Common Grant Rule for non-governmental recipients advises the recipient to describe technical requirements in terms of "functions to be performed or performance required, including the range of acceptable characteristics or minimum acceptable standards" (discussed further in Chapter VI of FTA Circular 4220.1F).
  - vi. **Brand Name or Equal.** When it is impractical or uneconomical to write a clear and accurate description of the technical requirements of the property or services to be acquired, a "brand name or equal" description may be used to define the performance or other salient characteristics of the property or services sought. The specific features or salient characteristics of the named brand which must be met by offerors of "an equal" proposal must be clearly stated (discussed further in Chapter VI of FTA Circular 4220.1F).

#### 7. Contract Administration System.

The Common Grant Rules require the recipient to maintain a contract administration system to ensure that it and its third-party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, State and local responsibilities.

Rider Transit's Contract Administration system ensures that it and its third-party contractors comply with the terms, conditions, and specifications of their contracts or purchase orders and applicable Federal, State, and local responsibilities. For sealed bid procurements and competitive negotiations, the procurement and/or contract file shall contain the following documentation:

- a. The executed contract and notice of award;
- b. Performance and payment bonds, bond-related documentation, and correspondence with any sureties;
- c. Contract-required insurance documentation;



- d. Post-award (pre-performance) correspondence from or to the contractor or other Government agencies;
- e. Notice(s) to proceed;
- f. Approvals or disapprovals of contract submittals required by the contract and requests for waivers or deviations from contractual requirements;
- g. Modifications/changes to the contracts including the rationale for the change, change orders issued, and documentation reflecting any time and or increases to or decreases from the contract price as a result of those modifications;
- h. Documentation regarding settlement of claims and disputes including, as appropriate, results of audit and legal reviews of the claims and approval by the proper authority (i.e., city council, board of directors, executive director) of the settlement amount;
- i. Documentation regarding stop work and suspension of work orders and termination actions (convenience as well as default); and
- j. Documentation relating to contract closeout.

#### 8. Protests.

The Common Grant Rules charges the recipient with the initial responsibility to resolve protests of third-party contract awards. All protests must be filed and resolved in a manner consistent with the requirements of FTA Circular 4220.1F Third-party contracting Guidelines, as well as, applicable Rider Transit and City of Concord Procurement Policies. The recipient shall notify FTA when it receives a third-party contract protest and keep FTA informed about the status of the protest.

Rider Transit protest procedures are as follows:

If a potential bidder, bidder, or contractor wishes to remedy a wrong in the procurement process, they may file a protest. There are three basic types of protests, based on the time in the procurement process when they occur: pre-bid / pre-solicitation; pre-award; and post-award. While some general protest rules apply to all three types, each is handled using separate protest procedures.

##### a. General Protest Rules and Procedures

b. All protests shall be filed, handled, and resolved in a manner consistent with the requirements of FTA Circular 4220. 1F and the procedures set forth in this Section 3.4.7.

c. Protests will only be considered if they are submitted by an interested party: an actual or prospective offeror whose direct economic interest would be affected by the award of a contract or by the failure to award a contract.

d. All protests shall be filed in writing with the Purchasing Manager and shall:

- i. Contain the protestor's name, address, and phone number
- ii. Identify the procurement at issue
- iii. State the factual and legal grounds for the protest

- iv. Include copies of any supporting documents
- v. Describe the relief requested.
- e. The office of the Purchasing Manager shall document the date and time of receipt of any protest in the procurement file.
- f. The City of Concord shall give all known potential offerors timely notice of any protest filed and the basis therefore by addendum,
- g. The procurement committee (if applicable) shall respond in detail in writing to each substantive issue raised in the protest,
- h. A protestor may withdraw its protest at any time before the City of Concord issues a final decision,
- i. All protest decisions shall be made;
  - i. in the case of a pre-bid/pre-proposal or pre-award protest, within fifteen (15) working days of the date the protest is received by the City of Concord; or
  - ii. in the case of a post-award protest, within twenty-five (25) working days of the date the protest is received by the City of Concord; and
  - iii. writing by the City Manager; and
  - iv. clearly state the decision and grounds on which it is based; and v. be final,
- j. The protestor may file a request for reconsideration within five (5) working days of the issuance of the City of Concord's decision, but only if:
  - i. New information becomes available that was not previously known; or
  - ii. There has been an error in law or regulation,
- k. When it receives any protest relating to a contract required to comply with FTA Circular 4220. 1F, the City of Concord shall, at a minimum, informally notify its FTA regional office of that protest and thereafter keep that office apprised of the status of the protest.
- l. The City of Concord's protest procedures must be exhausted before an actual or potential protestor may pursue a protest with FTA.
- m. A copy of the protest rules and procedures set forth here shall be included in every Procurement Packet.
- n. Pre-Bid / Pre-Solicitation Protests are received prior to the bid opening or proposal due date.
- o. Pre-bid / pre-solicitation protests relating to the contents of the Procurement Packet must be filed not less than three (3) working days before the bid opening or proposal due date. Thereafter, all issues relating to the contents of the Procurement Packet are deemed waived by all interested parties. After it is received by the City of Concord, the pre-bid / pre-solicitation protest shall be handled in accordance with the general protest rules and procedures set forth here.

- p. If a pre-bid / pre-solicitation protest is not timely received, the procurement process shall continue in the normal manner unless the procurement committee, upon investigation, finds that remedial action is desirable, in which event such action shall be taken.
- q. The procurement committee shall respond in writing to each pre-bid / pre-solicitation protest within fifteen (15) working days of the date it is received by the City of Concord.
- r. If a pre-bid / pre-solicitation written protest is received, bids or proposals submitted to the City of Concord shall not be opened prior to the resolution of the protest unless the procurement committee determines in writing that proceeding to open bids or proposals is justified for urgent and compelling reasons or is in the best interest of the City of Concord because failure to proceed would otherwise unduly delay delivery or performance or otherwise cause undue harm to the City of Concord or the state or federal government. A memorandum documenting any such determination and the reasons therefore must be placed in the procurement file.
- s. Pre-Award Protests are protests against making an award and are received after the bid opening or proposal due date but before the award of a contract.
- t. The procurement committee shall respond in writing to each pre-award protest within fifteen (15) working days of the date it is received by the City of Concord. After it is received by the City of Concord, the pre-award protest shall be handled in accordance with these requirements and the general protest rules and procedures set forth here.
- u. If a pre-award protest is received, the City of Concord shall not award the contract at issue until five (5) calendar days after the resolution of the protest unless the City of Concord determines in writing that proceeding to award the contract is justified for urgent and compelling reasons or is in the best interest of the City of Concord because failure to proceed would otherwise unduly delay delivery or performance or otherwise cause undue harm to the City of Concord or the state or federal government. A memorandum documenting any such determination and the reasons therefore must be placed in the procurement file.
- v. If the City of Concord withholds the award of the contract at issue pending the resolution of the protest, the offerors whose bids might become eligible for award shall be requested, before expiration of any bid acceptance period, to extend that period (with consent of sureties, if any) to avoid the need for starting the procurement over.
- w. If the City of Concord determines that the award of the contract at issue should be made during the pendency of a protest, it shall:
- i. Notify FTA prior to making such award (the FTA reserves the right not to participate in the funding of any contract awarded during the pendency of a protest to FTA);
  - ii. Provide written notice of the decision to proceed with the award to the protestor and, as appropriate, to other concerned parties.
- x. Post-award protests are received after the award of a contract.
- y. Post-award protests must be filed within ten (10) working days of contract award. Thereafter, all issues relating to the award of the contract are deemed waived by all interested parties.

z. The procurement committee shall respond in writing to each post-award protest within twenty-five (25) working days of the date it is received by the City of Concord. After it is received by the City of Concord, the post-award protest shall be handled in accordance with these requirements and the general protest rules and procedures set forth here.

A. Upon receipt of a post-award protest, the City of Concord shall suspend performance of the contract at issue until five (5) calendar days after the resolution of the protest unless the City of Concord determines in writing that proceeding to award the contract is justified for urgent and compelling reasons or is in the best interest of the City of Concord because failure to proceed would otherwise unduly delay delivery or performance or otherwise cause undue harm to the City of Concord or the state or federal government.

i. The contractor/awardee shall be notified of the protest and the basis therefore within one working day after its receipt by the City of Concord,

ii. The contractor/awardee may, at its option, submit a written response to the protest within twenty (20) working days of the date the protest was received by the City of Concord.

iii. In order to prevent the improper disclosure of confidential business information, unredacted copies of the protest shall be provided solely to attorneys or other appropriate representatives of the contractor/awardee who have signed and are subject to a confidentiality agreement designed to prevent such disclosure.

#### B. Appeals to FTA

FTA reviews of protests are limited to:

i. The City of Concord's failure to have or follow its own protest procedures or its failure to review a complaint or protest; or

ii. Violations of Federal law or regulation. An appeal to FTA must be received by the FTA regional or headquarters office within five (5) working days of the date that the protestor learned or should have learned of an adverse decision by the City of Concord or other basis of appeal to FTA. An appeal to the FTA must be filed in accordance with FTA Circular 4220. 1F.

#### 9. Prequalification.

Prequalification lists are most commonly used in procurements of property involving lengthy evaluations needed to determine whether it satisfies the recipient's standards. Prequalification should not be confused with reviews of technical qualifications that are an essential process in two-step procurements and qualifications-based procurements. The Common Grant Rule for governmental recipients permits a recipient to prequalify people, firms, and property for procurement purposes under the following standards:

- a. Lists. The recipient ensures that all prequalification lists it uses are current.
- b. Sources. The recipient ensures that all prequalification lists it uses include enough qualified sources to provide maximum full and open competition.
- c. Qualification Periods. The recipient permits potential bidders or offerors to qualify during the solicitation period (from the issuance of the solicitation to its closing date). FTA, however, does not require a recipient to hold a particular solicitation open to accommodate a potential supplier that submits property for approval before or during that solicitation. Nor must a recipient expedite or shorten prequalification evaluations of bidders, offerors, or property presented for review during the solicitation period.

#### 10. Federal Cost Principles.

The Common Grant Rules require project costs to conform to applicable Federal cost principles for allowable costs. In general, costs must be necessary and reasonable, allocable to the project, authorized or not prohibited by Federal law or regulation, and must comply with Federal cost principles applicable to the recipient. The following cost principles apply to Rider Transit procurements funded with FTA grants:

- a. Governmental Entities. OMB Guidance for Grants and Agreements, "Cost Principles for State, Local, and Indian Tribal Governments (OMB Circular A-87)," 2 CFR Part 225, applies to project costs incurred by a recipient that is a State, local, or Indian tribal government.

### III. PROHIBITIONS

#### 1. Prohibitions.

The Common Grant Rules prohibits solicitation requirements that contain features that unduly restrict competition. FTA recipients are also prohibited by 49 U.S.C. Section 5325(h) from using FTA assistance to support an exclusionary or discriminatory specification. Some situations considered to be impermissibly restrictive of competition include, but are not limited to, the following, all of which are identified in one or both Common Grant Rules:

- a. Excessive Qualifications. Imposing unreasonable business requirements for bidders or offerors.
- b. Unnecessary Experience. Imposing unnecessary experience requirements for bidders and offerors.
- c. Improper Prequalification. Using prequalification procedures that conflict with the prequalification standards described in FTA Circular 4220.1F.
- d. Retainer Contracts. Making a noncompetitive award to any person or firm on a retainer contract with the recipient if that award is not for the property or services specified for delivery under the retainer contract.
- e. Excessive Bonding. To encourage greater contractor participation in FTA assisted projects, FTA does not require the recipient to impose bonding requirements on its third-party contractors other than construction bonding specified by the Common Grant Rules and FTA Circular 4220.1F for construction. FTA discourages unnecessary bonding because it increases the cost of the contract and restricts competition, particularly by disadvantaged business enterprises.

FTA does not require the grant recipient to impose bonding requirements on its third-party contractors other than construction bonding. Rider Transit bonding requirements shall be



reasonable, shall not be unduly restrictive, and shall not violate the Common Grant Rules as restrictive of competition. Unnecessary bonding is discouraged because it increases the cost of the contract and restricts competition. Unnecessary performance bonding requirements reduce a prospective bidder's or offeror's capability to bid or offer a proposal on bonded work.

- f. **Brand Name Only.** Specifying only a "brand name" product without allowing offers of "an equal" product, or allowing "an equal" product without listing the salient characteristics that the "equal" product must meet to be acceptable for award.
- g. **In-State or Local Geographic Restrictions.** Specifying in-State or local geographical preferences, or evaluating bids or proposals in light of in-State or local geographic preferences, even if those preferences are imposed by State or local laws or regulations. In particular, 49 U.S.C. Section 5325(i) prohibits an FTA recipient from limiting its bus purchases to in-State dealers.
  - i. **Architectural Engineering (A&E) Services.** Geographic location may be a selection criterion if an appropriate number of qualified firms are eligible to compete for the contract in view of the nature and size of the project.

## 2. Organizational Conflicts of Interest.

Engaging in practices that result in organizational conflicts of interest is prohibited by the Common Grant Rules:

- a. **Occurrence.** An organizational conflict of interest occurs when any of the following circumstances arise:
  - i. **Lack of Impartiality or Impaired Objectivity.** When the contractor is unable, or potentially unable, to provide impartial and objective assistance or advice to the recipient due to other activities, relationships, contracts, or circumstances.
  - ii. **Unequal Access to Information.** The contractor has an unfair competitive advantage through obtaining access to nonpublic information during the performance of an earlier contract.
  - iii. **Biased Ground Rules.** During the conduct of an earlier procurement, the contractor has established the ground rules for a future procurement by developing specifications, evaluation factors, or similar documents.
- b. **Remedies.** FTA expects the recipient to analyze each planned acquisition in order to identify and evaluate potential organizational conflicts of interest as early in the acquisition process as possible, and avoid, neutralize, or mitigate potential conflicts before contract award.

## 3. Restraint of Trade.

Supporting or acquiescing in noncompetitive pricing practices between firms or between affiliated companies. Questionable practices would include, but not be limited to submissions of identical bid prices for the same products by the same group of firms, or an unnatural pattern of awards that had the cumulative effect of apportioning work among a fixed group of bidders or offerors.

## 4. Arbitrary Action.

Taking any arbitrary action in the procurement process.

#### 5. Cost Plus a Percentage of Cost—Prohibited.

The Common Grant Rules expressly prohibits the use of the cost plus a percentage of cost method of contracting.

### IV. PROCUREMENT ELEMENTS

#### 1. Determining the Recipient's Needs

To support a third-party contract with Federal assistance awarded by the Federal Transit Administration (FTA), the Common Grant Rules require the recipient to adopt adequate procedures for determining the type and amount of property and services it needs to acquire:

- a. Eligibility. The property and services to be acquired must be eligible under the Federal law authorizing the FTA assistance award and any regulations thereunder. For example, FTA prohibits the use of capital assistance for the recipient's operations expenses. If FTA assistance will be used to finance the cost of property or services, the property or services must be within the scope of the specific project from which that FTA assistance will be derived.
- b. Necessity. The Common Grant Rules requires the recipient to establish procedures to avoid the purchase of unnecessary property and services (including duplicative items and quantities or options it does not intend to use or whose use is unlikely). In monitoring whether a recipient has complied with its procedures to determine what property or services are unnecessary, FTA bases its determinations on what would have been a recipient's reasonable expectations at the time the recipient entered into the contract.
- c. Procurement Size. The recipient should consider whether to consolidate or break out the procurement to obtain a more economical purchase. This could include Joint Procurements, and/or Small Procurements.
- d. Options. The recipient's contracts may include options to ensure the future availability of property or services, so long as the recipient is able to justify those options as needed for its public transportation or project purposes. An option is a unilateral right in a contract by which, for a specified time, a recipient may acquire additional equipment, supplies, or services than originally procured. An option may also extend the term of the contract. Chapter VI of circular 4220.1F contains procedures for evaluating options.
- c. Lease versus Purchase. To obtain the best value, the recipient should review lease versus purchase alternatives for acquiring property and, if necessary, should obtain an analysis to determine the more economical alternative. The recipient may use FTA capital assistance to finance the costs of leasing eligible property if leasing is more cost effective than full ownership. Before the recipient may lease an asset, FTA regulations, "Capital Leases," 49 CFR Part 639, Subpart C, require the recipient to make a written comparison of the cost of leasing the asset compared with the cost of purchasing or constructing the asset. Costs used in the comparison must be reasonable, based on realistic current market conditions, and based on the expected useful service life of the asset.

#### 2. Independent Cost Estimate (ICE).

Rider Transit will prepare an independent cost estimate (ICE) for all procurements before receiving bids or proposals. An ICE is also required for each subsequent change order. The ICE will be used to assess the

reasonableness of cost for goods or services. The estimate can range from a simple budgetary estimate to a complex estimate based on inspection of the product itself and review of such items as:

- a. Polls of known vendors who can provide parts, material or equipment.
- b. Recent competitive bids from other agencies that recently obtained the same goods and/or services.
- c. Scanning the internet.
- d. Using historical data from previous competitive procurements updated with inflation factors.

For contract modifications, the independent estimate must be prepared without knowledge of the contractor's proposed pricing. The ICE may be completed in-house or by an external estimator independent of any offerors. The written ICE must state how it was derived and the basis of the estimate. The independent cost estimate must be maintained in the official solicitation file. To assist in the method and degree of analysis, a template and guidelines for conducting an ICE is included Appendix A.

### 3. Procurement Selection Procedures.

Rider Transit will use the following procedures for determining procurement selection:

- a. Rider Transit shall use written selection procedures for procurement transactions that include a clear and accurate description of the material, product, or service being requested for procurement. The description shall not be written in a way to contain features that unduly restrict competition. The description shall also include the minimum essential characteristics and standards that need to be met to satisfy the intended use of the request.
- b. When Rider Transit is unable to make a clear and accurate description of the technical requirements, a 'brand name or equal' description can be used to define the characteristics of procurement. The specific features of the named brand which must be met by offerors shall be clearly stated.
- c. Identify all requirements that offerors must fulfill and all other factors to be used in evaluating the bid or proposal.
- d. Rider Transit will ensure that all lists of pre-qualified persons, firms, or products that are used in acquiring supplies, equipment and services are current and include enough qualified sources to ensure maximum full and open competition. In addition, Rider Transit shall not preclude potential bidders from qualifying during the solicitation period, which is from the issuance of the solicitation to its closing date.
- e. Rider Transit has adopted a DBE Program as required by 49 CFR Part 26. The DBE Program sets goals for DBE participation in federally-funded contracts, monitors these contracts to determine DBE participation, and reports DBE participation to the FTA. Rider Transit informs its contractors of these goals and monitors DBE participation by subcontractors.
- f. Rider Transit shall ensure to the best of its knowledge and belief that none of its FTA assisted contracts for goods or services involve contractors debarred, suspended, ineligible, or voluntarily excluded from participation in federally assisted transactions or procurements. Staff is required to review the System for Award Management (SAM)

<https://www.sam.gov/portal/public/SAM> before entering into and third-party contracts and provide a copy of the search results to include in the grant or procurement file.

#### 4. Contractor Qualifications.

The following Federal laws and regulations may affect contractor selection:

- a. "Responsibility" Requirements. In addition to the Common Grant Rules that require contract awards be made only to responsible contractors, Federal transit law at 49 U.S.C. Section 5325(j) limits third-party contractor awards to those contractors capable of successfully performing under the terms and conditions of the proposed contract. Before selecting a contractor for award, the recipient must consider such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.
- b. Debarment and Suspension. Debarment and suspension regulations and guidance include the following:
  - i. DOT Debarment and Suspension Regulations. Department of Transportation (DOT) regulations, "Non-procurement Suspension and Debarment," 2 CFR Part 1200 apply to each third-party contract at any tier of \$25,000 or more, to each third-party contract at any tier for a federally required audit (irrespective of the contract amount), and to each third-party contract at any tier that must be approved by an FTA official irrespective of the contract amount. See, 2 CFR Part 1200. Thus, the recipient must apply DOT's debarment and suspension requirements to itself and each third-party contractor at every tier to the extent required by DOT's regulations that incorporate the requirements of Office of Management and Budget (OMB), "Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement)," 2 CFR Part 180.
- c. General Services Administration (GSA) Excluded Parties List System. Even though the recipient may collect a debarment and suspension certification from the prospective third-party contractor, or include a clause in the third-party contract requiring disclosure, FTA strongly recommends that the recipient check the Excluded Parties List System (EPLS). Now a part of the System for Awards Management (SAM), the EPLS is an electronic, web-based system that identifies those parties excluded from receiving Federal contracts, certain subcontracts, and certain types of Federal financial and non-financial assistance and benefits.
- d. State Debarment and Suspension Lists. A recipient may also treat any prospective contractor or subcontractor listed on a centralized State government debarment and suspension list as non-responsible and ineligible for contract award.

#### 5. Adequate Third-party contract Provisions.

The Common Grant Rules requires that all third-party contracts include provisions adequate to form a sound and complete agreement. Compliance with Federal laws and regulations will usually result in the addition of many other contract provisions to ensure compliance with those laws and regulations. All FTA-funded procurements shall include provisions appropriate to the type and complexity of the project to form a sound and complete agreement. At a minimum, these include a well-defined statement of work or specification, delivery schedule, a defined contract term, a clear statement of the price and payment terms, and all applicable clauses required by federal, state, or local laws, rules and regulations as well as all applicable policies and requirements of Rider Transit. The solicitation document used for a FTA-funded procurement shall include the additional

contract provisions to ensure compliance with the federal laws and regulations. Rider Transit may request additional information from a bidder or offeror before making an award. Additionally, Rider Transit reserves the right to seek clarification from any bidder or offeror about any statement in its bid or proposal that is considered ambiguous.

## V. PROCUREMENT METHODS

FTA Circular 4220.1F sets forth the regulatory guidance which is to be followed in undertaking procurements utilizing FTA funds. The procedures used must comply with State and local law as well as with Federal requirements. Federal restrictions vary with the type of procurement method used. The following guidance is based on the requirements of the Common Grant Rule for governmental recipients, supplemented by FTA policies that address the needs of FTA recipients. There are five basic types of procurement techniques that are permitted under these regulations. They are:

### 1. Micro-Purchases.

This method may be used when the purchase amount is less than \$10,000.00. When a determination has been made that the price is fair and reasonable, FTA permits purchases may be made without competitive quotations, however, the method of determining how the price is fair and reasonable must be documented in the procurement file. Qualified vendors in the local area should receive an equitable distribution of the awards. Splitting of procurements is not allowed.

- a. **When Appropriate.** If permitted by State and local law, the recipient may acquire property and services valued at \$3,000 or less without obtaining competitive quotations. These purchases are exempt from FTA's Buy America requirements. Davis-Bacon prevailing wage requirements, however, will apply to construction contracts exceeding \$2,000, even though the recipient uses micro-purchase procurement procedures. FTA does not intend to imply that the recipient must treat any purchase of \$3,000 or less as a micro-purchase. The recipient may set lower thresholds for micro-purchases in compliance with State and local law, or otherwise as it considers appropriate.
- b. **Procedures.** The following procedures apply to micro-purchases:
  - i. Competition. The recipient should distribute micro-purchases equitably among qualified suppliers.
  - ii. Prohibited Divisions. The recipient may not divide or reduce the size of its procurement merely to come within the micro-purchase limit.
  - iii. Documentation. FTA's only documentation requirement for micro-purchases is a determination that the price is fair and reasonable and a description of how the recipient made its determination. FTA does not require the recipient to provide its rationale for the procurement method used, selection of contract type, or reasons for contractor selection or rejection.

### 2. Small Purchase Procedures.

Purchases which meet or exceed \$10,000, but are less than or equal to the threshold of \$250,000 may be made using written quotations, written records of telephone quotations, or informal bids to be opened upon receipt, whenever practical. If small purchase procedures are used, price or rate quotations will be obtained from at least three qualified sources. For procurements that are subject to Buy America requirements, the threshold is \$150,000.



- a. **When Appropriate.** Small purchase procedures may be used to acquire services, supplies, or other property valued at more than the micro-purchase threshold (currently, \$10,000) but less than the Federal simplified acquisition threshold at 41 U.S.C. Section 403(11), currently \$250,000. These purchases are also exempt from FTA's Buy America requirements. FTA does not intend to imply that any purchase of \$250,000 or less must be treated as a small purchase. The recipient may set lower thresholds for small purchases in compliance with State and local law, or otherwise as it considers appropriate.
- b. **Procedures.** When using small purchase procedures:
  - i. **Competition.** The recipient must obtain price or rate quotations from an adequate number of qualified sources.
  - ii. **Prohibited Divisions.** The recipient may not divide or reduce the size of its procurement to avoid the additional procurement requirements applicable to larger acquisitions.

### 3. Procurement by Sealed Bids.

When purchases will exceed the \$250,000 threshold, this method can be used when a complete, adequate, and realistic description of the product or services is available and two or more responsible bidders are able to compete. Bids are publicly solicited and a firm-fixed price contract (lump sum or unit price) is awarded to the responsible bidder, whose bid is lowest in price and conforms to all terms and conditions included in the bid package. For procurements that are subject to Buy America requirements, the threshold is \$150,000.

- a. **When Appropriate.** The Common Grant Rule for government recipients states a preference for the sealed bids procurement method for acquiring property, construction, and other services. Sealed bid procurements should be used when the following circumstances are present:
  - i. **Precise Specifications.** A complete, adequate, precise, and realistic specification or purchase description is available.
  - ii. **Adequate Sources.** Two or more responsible bidders are willing and able to compete effectively for the business.
  - iii. **Fixed Price Contract.** The procurement generally lends itself to a firm fixed price contract.
  - iv. **Price Determinative.** The successful bidder can be selected on the basis of price and those price-related factors listed in the solicitation including, but not limited to, transportation costs, life cycle costs, and discounts expected to be taken. Apart from responsibility determinations, contractor selection may not be determined on the basis of other factors whose costs cannot be measured at the time of award.
  - v. **Discussions Unnecessary.** Discussions with one or more bidders after bids have been submitted are expected to be unnecessary as award of the contract will be made based on price and price-related factors alone. This contrasts with Competitive Proposal procedures in which discussions with individual offerors are expected to be necessary and may take place at any time after receipt of proposals. However, a pre-bid conference with prospective bidders before bids have been received can be useful.
- b. **Procurement Procedures.** The following procedures apply to sealed bid procurements:
  - i. **Publicity.** The invitation for bids is publicly advertised.
  - ii. **Adequate Sources.** Bids are solicited from an adequate number of known suppliers.

- iii. Adequate Specifications. The invitation for bids, including any specifications and pertinent attachments, describes the property or services sought in sufficient detail that a prospective bidder will be able to submit a proper bid.
- iv. Sufficient Time. Bidders are allowed sufficient time to prepare bids before the date of bid opening.
- v. Public Opening. All bids are publicly opened at the time and place prescribed in the invitation for bids.
- vi. Fixed Price Contract. A firm fixed price contract is usually awarded in writing to the lowest responsive and responsible bidder, but a fixed price incentive contract or inclusion of an economic price adjustment provision can sometimes be appropriate. When specified in the bidding documents, factors such as transportation costs and life cycle costs affect the determination of the lowest bid; payment discounts are used to determine the low bid only when prior experience indicates that such discounts are typically taken.
- vii. Rejection of Bids. Any or all bids may be rejected if there is a sound, documented business reason.

#### 4. Procurement by Competitive Proposal/Request for Proposals (RFP).

This method of procurement is used when conditions are inappropriate for use of sealed bid procedures. With competitive proposals, Offerors typically compete for an award on the basis of criteria including cost. For competitive negotiations including architects, engineers, and related services, selection of the most qualified competitor is based upon evaluation of qualifications. Rider Transit must identify their evaluation factors and indicate the relative importance that each has towards the award.

- a. When Appropriate. Competitive proposals should be used when any of the following circumstances are present:
  - i. Type of Specifications. The property or services to be acquired are described in a performance or functional specification; or if described in detailed technical specifications, other circumstances such as the need for discussions or the importance of basing the contract award on factors other than price alone are present.
  - ii. Uncertain Number of Sources. Uncertainty about whether more than one bid will be submitted in response to an invitation for bids and the recipient lacks the authority or flexibility under State or local law to negotiate the contract price if it receives only a single bid.
  - iii. Price Alone Not Determinative. Due to the nature of the procurement, contract award need not be based exclusively on price or price-related factors. In different types of negotiated acquisitions, the relative importance of cost or price may vary. When the recipient's material requirements are clearly definable and the risk of unsuccessful contract performance is minimal, cost or price may play a dominant role in source selection. The less definitive the requirements, the more development work required, or the greater the performance risk, the more technical or past performance considerations may play a dominant role in source selection and supersede low price.
  - iv. Discussions Expected. Separate discussions with individual offeror(s) are expected to be necessary after they have submitted their proposals. This contrasts with Sealed Bids (Formal Advertising) procedures in which discussions with individual bidders are not likely to be necessary, as award of the contract will be made based on price and price-related factors alone.

- b. **Procurement Procedures.** The following procedures apply to procurements by competitive proposals:
- i. **Publicity.** The request for proposals is publicly advertised.
  - ii. **Evaluation Factors.** All evaluation factors and their relative importance are specified in the solicitation; but numerical or percentage ratings or weights need not be disclosed.
  - iii. **Adequate Sources.** Proposals are solicited from an adequate number of qualified sources.
  - iv. **Evaluation Method.** A specific method is established and used to conduct technical evaluations of the proposals received and to determine the most qualified offeror.
  - v. **Price and Other Factors.** An award is made to the responsible offeror whose proposal is most advantageous to the recipient's program with price and other factors considered.
  - vi. **Best Value.** If permitted under its State or local law, the recipient may award the contract to the offeror whose proposal provides the greatest value to the recipient. To do so, the recipient's solicitation must inform potential offerors that the award will be made on a "best value" basis and identify what factors will form the basis for award. The evaluation factors for a specific procurement should reflect the subject matter and the elements that are most important to the recipient. Those evaluation factors may include, but need not be limited to, technical design, technical approach, length of delivery schedules, quality of proposed personnel, past performance, and management plan. The recipient should base its determination of which proposal represents the "best value" on an analysis of the tradeoff of qualitative technical factors and price or cost factors. Apart from the statutory requirement that the contract must support the recipient's public transportation project consistent with applicable Federal laws and regulations, FTA does not require any specific factors or analytic process.

#### 5. Procurement by Noncompetitive Proposals (Sole Source).

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals. Sole-source, single-bid and brand name or equal awards can be used only with appropriate documentation. In the case of a sole-source award, the documentation should be a sole-source justification, which includes a cost analysis. With a single-bid, the documentation should include a cost analysis, as well as an explanation as to why a single bid was obtained. For brand name or equal awards, the procurement specification should list the product's salient or unique characteristics and allow an equal product to be offered. A contract change or change order that is not within the scope of the original contract is considered a sole source procurement that must comply with procurement procedures.

#### 6. Architectural Engineering (A&E) Services and Other Services.

FTA's enabling legislation at 49 U.S.C. Section 5325(b)(1) requires the use of the qualifications-based procurement procedures contained in the "Brooks Act," 40 U.S.C. Sections 1101 through 1104, to acquire A&E services, but also for program management, construction management, feasibility studies, preliminary engineering, design, architectural, engineering, surveying, mapping and related services. The nature of the work to be performed and its relationship to construction, not the nature of the prospective contractor, determine whether qualifications-based procurement procedures may be used.

- a. **Qualifications-Based Procurement Procedures.** The following procedures apply to qualifications-based procurements:

- i. Qualifications. Unlike other two-step procurement procedures in which price is an evaluation factor, an offeror's qualifications are evaluated to determine contract award.
- ii. Price. Price is excluded as an evaluation factor.
- iii. Most Qualified. Negotiations are first conducted with only the most qualified offeror.
- iv. Next Most Qualified. Only after failing to agree on a fair and reasonable price may negotiations be conducted with the next most qualified offeror. Then, if necessary, negotiations with successive offerors in descending order may be conducted until contract award can be made to the offeror whose price the recipient believes is fair and reasonable.
- v. Effect of State Laws. To the extent that a State has, before August 10, 2005, adopted by law, an equivalent State qualifications-based-procurement requirement for acquiring architectural, engineering, and design services, State procedures, rather than Federal "Brooks Act" procedures (40 U.S.C. Sections 1101 through 1104), may be used.

## 7. Piggybacking.

A recipient may find that it has inadvertently acquired contract rights in excess of its needs. The recipient may assign those contract rights to other recipients if the original contract contains an assignability provision that permits the assignment of all or a portion of the specified deliverables under the terms originally advertised, competed, evaluated, and awarded, or contains other appropriate assignment provisions.

- a. Piggybacking is permissible under the following circumstances:
  - i. The solicitation and contract include an assignability clause that allows for the assignment of all or part of the specified deliverable items.
  - ii. The quantities to be ordered were included in the original bid and evaluated as part of the contract award decision. Note that "piggybacking" is not permissible when the action would call for an increase in quantities that were not originally bid on and not originally evaluated as part of the contract award. Such an order for additional quantities - sometimes referred to as "tag-ons" - would constitute a non-competitive procurement. The use of tag-ons is prohibited and applies to the original buyer as well as to others.
  - iii. The contract being accessed by the piggybacking procedure contains the clauses required by Federal regulations.
  - iv. The contractor has submitted the "Certifications" required by Federal regulations with its original bid/proposal.
  - v. The procurement in other respects meets Federal requirements.

## 8. Rolling Stock.

The following Federal laws and regulations impose requirements that may affect rolling stock procurements:

- a. Accessibility. Rolling stock must comply with the accessibility requirements of DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR Part 37, and Joint ATCB/DOT regulations, "Americans with Disabilities (ADA) Accessibility Specifications for Transportation Vehicles," 36 CFR Part 1192 and 49 CFR Part 38.
- b. Transit Vehicle Manufacturer Compliance with DBE Requirements. Before a transit vehicle manufacturer (TVM) may submit a bid or proposal to provide vehicles to be financed with FTA assistance, 49 CFR Section 26.49 requires the TVM to submit a certification that it has complied with FTA's DBE requirements.

- c. **Minimum Service Life.** FTA requires each recipient to maintain satisfactory continuing control of FTA assisted property. For buses and certain other vehicles, FTA has established minimum service life policies that may affect the quantity of vehicles that the recipient may acquire. See, the most recent versions of FTA Circular 5010.1E, "Award Management Requirements," FTA Circular 9030.1E, "Urbanized Area Formula Program: Program Guidance and Application Instructions," and FTA Circular 9300.1B, "Capital Investment Program Guidance Application Instructions," that addresses minimum service life for vehicles.
- d. **Spare Ratios.** While all FTA assistance for third-party procurements must be limited to property and services the recipient will use in the near future, FTA is concerned that the recipient does not acquire an excessive number of spare vehicles not regularly used in public transportation service.
- e. **Air Pollution and Fuel Economy.** Each third-party contract to acquire rolling stock must include provisions to ensure compliance with applicable Federal air pollution control and fuel economy regulations, such as EPA regulations, "Control of Air Pollution from Mobile Sources," 40 CFR Part 85; EPA regulations, "Control of Air Pollution from New and In-Use Motor Vehicles and New and In-Use Motor Vehicle Engines," 40 CFR Part 86; and EPA regulations, "Fuel Economy of Motor Vehicles," 40 CFR Part 600.
- f. **Pre-award Review and Post Delivery Review.** Each third-party contract to acquire rolling stock must include provisions for compliance with applicable requirements of 49 U.S.C. Section 5323(m) and those provisions of FTA regulations, "Pre-Award and Post-Delivery Audits of Rolling Stock Purchases," 49 CFR Part 663, that do not conflict with 49 U.S.C. Section 5323(m).
- g. **Bus Testing.** Each third-party contract to acquire a new bus model or a bus with significant alterations to an existing model must include provisions to assure compliance with applicable requirements of 49 U.S.C. Section 5318, as amended by MAP-21, and FTA regulations, "Bus Testing," 49 CFR Part 665.
- h. **In-State Dealers.** The recipient may not limit its third-party bus procurements to its in-State dealers, 49 U.S.C. Section 5325(i). Although FTA respects State licensing requirements, FTA is prohibited by law from providing FTA assistance to support bus procurements that have the result of limiting competition to entities that have been able to obtain a State license.
- i. **Basis for Contract Award.** As permitted by 49 U.S.C. Section 5325(f), the recipient may award a third-party contract for rolling stock based on initial capital costs, or based on performance, standardization, life cycle costs, and other factors, or by selection through a competitive procurement process.
- j. **Time Limits for Options on Rolling Stock Contracts.** MAP-21 amended 49 U.S.C. Section 5325(e)(1) by adding subsections (A) and (B), retaining the five (5) year option for the procurement of buses. Consequently:
  - i. Buses. A recipient:
    - a) May enter into a multi-year contract to acquire buses or replacement parts, with an option not exceeding five(5) years to buy additional buses or replacement parts, 49 U.S.C. Section 5325(e)(1)(A), but



- b) May not exercise the option to acquire buses or replacement parts later than five (5) years after the date of its original contract.

FTA interprets the five year period as covering the recipient's "material requirements" for rolling stock and replacement needs from the first day when the contract becomes effective to its "material requirements" at the end of the fifth year. In the case of rolling stock, which frequently cannot be delivered expeditiously, FTA recognizes that a recipient's "material requirements" for rolling stock will necessarily precede its actual need to put that rolling stock to use in public transportation service. This means that the contract may not have options for more rolling stock and replacement parts than a recipient's material requirements for the applicable five-year period. This does not mean the recipient must obtain delivery, acceptance, or even fabrication in five years. Instead it means only that FTA limits a contract to purchasing no more than the recipient's material requirements for rolling stock or replacement parts for five or seven years based on the effective date of the contract.

#### 9. Time and Materials—Restricted.

The Common Grant Rule for governmental recipients permits the use of time and material contracts only:

- a. When to Use. After determining that no other contract type is suitable; and
- b. Firm Ceiling Price. If the contract specifies a ceiling price that the contractor may not exceed except at its own risk.

#### 10. Design-Bid-Build.

The design-bid-build procurement method requires separate contracts for design services and for construction.

- a. Design Services. For design services, the recipient must use qualifications-based procurement procedures, in compliance with applicable Federal, State and local law and regulations.
- b. Construction. Because the recipient may not use qualifications-based procurement procedures for the actual construction, alteration or repair of real property, the recipient generally must use competitive procedures for the construction. These may include sealed bidding or competitive negotiation procurement methods, as appropriate.

#### 11. Design-Build.

Currently, North Carolina state statutes do not meet procurement requirements and this procurement method should not be pursued. If state statutes are amended to comply with procurement requirements, please refer to FTA Circular 4220.1F for applicable guidelines.

#### 12. Revenue Contracts.

A revenue contract is a contract in which the recipient or subrecipient provides access to public transportation assets for the primary purpose of either producing revenues in connection with an activity related to public transportation, or creating business opportunities with the use of FTA assisted property. The recipient has broad latitude in determining the extent and type of competition appropriate for a particular revenue contract. In order to ensure fair and equal access to FTA assisted property and to maximize revenue derived from such property, the recipient should conduct its revenue contracting as follows:

- a. Limited Contract Opportunities. If there are several potential competitors for a limited opportunity (such as advertising space on the side of a bus), then the recipient should use a

competitive process to permit interested parties an equal chance to obtain that limited opportunity.

- b. **Open Contract Opportunities.** If, however, one party seeks access to a public transportation asset (such as a utility that might seek cable access in a subway system), and the recipient is willing and able to provide contracts or licenses to other parties similarly situated (since there is room for a substantial number of such cables without interfering with transit operations), then competition would not be necessary because the opportunity to obtain contracts or licenses is open to all similar parties.

### 13. Fuel Purchases.

Fuel procurements for use by Rider Transit that will be paid for in part or in whole by FTA funds will be let, evaluated, awarded, and administered following the procedures, guidelines and checklists set forth in this policy and appendices to create written documentation of the procurement and contract administration process. The City of Concord will use a competitive RFP process for fuel procurements to ensure fair and open competition.

### 14. State or Local Purchasing Schedules or Purchasing Contracts.

FTA uses the term "state or local government purchasing schedule" to mean an arrangement that a State or local government has established with several or many vendors in which those vendors agree to provide essentially an option to the State or local government, and its subordinate government entities, to acquire specific property or services in the future at established prices. These arrangements are somewhat similar to the General Services Administration's (GSA) Cooperative Purchasing Program available for Federal Government use. If the State or local government wishes to permit others to use its schedules, the State or local government might seek the agreement of the vendor to provide the listed property or services to others with access to the schedules, or it may permit the vendor to determine whether or not it wishes to do so. CAUTION: The term "State or local government purchasing schedule" does not include intergovernmental purchasing schedules to be the type of State or local intergovernmental agreements.

#### a. Use.

(1) Use Permitted. FTA's policies are as follows:

(a) **General.** The Common Grant Rule for governmental recipients encourages recipients and subrecipients to enter into State and local intergovernmental agreements for procurements of property or services, and.

(b) **State or Local Government Permission Required.** If so permitted by State or local authorities, a non-governmental recipient may also use State and local sources of property and services. This is because 49 C.F.R. § 18.36(a) permits States to use their own policies and procedures they use for their own purchases, not because those schedules are "State intergovernmental agreements," and

- b. **Use Restricted.** Although the Common Grant Rule for government recipients, 49 C.F.R. § 18.36(b)(5), provides that "grantees and subgrantees are encouraged to enter into State and local intergovernmental agreements for procurements of common goods and services":

(1) Prohibited. FTA does not authorize grantees to consider intergovernmental purchasing schedules to be the type of State or local intergovernmental agreement to which that Common Grant Rule is referring, but

(2) Permitted. FTA recognizes joint purchases to be the only type of intergovernmental agreement suitable for use by its grantees and subgrantees.

c. **All FTA and Federal Requirements Apply.** When obtaining property or services in this manner, the recipient must ensure all Federal requirements, required clauses, and certifications (including Buy America) are properly followed and included, whether in the master intergovernmental contract or in the recipient's purchase document. One way of achieving compliance with FTA requirements is for all parties to agree to append the required Federal clauses in the purchase order or other document that effects the recipient's procurement. When buying from these schedules, the recipient should obtain Buy America certification before entering into the purchase order. If the product to be purchased is Buy America compliant, there is no problem. If the product is not Buy America compliant, the recipient will need to obtain a waiver from FTA before proceeding.

#### 15. Vendor Commitments and Signature Authority.

Per the City of Concord Purchasing Policy, page 8 - Commitments for purchases are valid only when stated by purchase order, procurement card, or contract with appropriate detail and signed by the authorized official. No department head or coworker of the City is authorized to place a verbal order with a vendor or to take any other action that may obligate the City. Only the Mayor and City Manager are authorized to sign valid contracts for the City.

## VI. RECEIPT, EVALUATION, AND AWARD OF BID PROPOSALS

### 1. Evaluations.

The following standards apply:

- a. **General.** When evaluating bids or proposals submitted, FTA expects the recipient to consider all evaluation factors specified in its solicitation documents, and evaluate the bids or offers only on the evaluation factors included in those solicitation documents. The recipient may not modify its evaluation factors after bids or proposals have been submitted without re-opening the solicitation.
- b. **Options.** In awarding the contract that will include options, the following standards apply:
  - i. Evaluation Required. In general, FTA expects the recipient to evaluate bids or offers for any option quantities or periods contained in a solicitation if it intends to exercise those options after the contract is awarded.

### 2. Cost analysis and price analysis.

The Common Grant Rules requires the recipient to perform a cost analysis or price analysis in connection with every procurement action, including contract modifications. The method and degree of analysis depends on the facts and circumstances surrounding each procurement, but as a starting point, the recipient must make independent estimates before receiving bids or proposals.

- a. **Cost Analysis.** The recipient must obtain a cost analysis when a price analysis will not provide sufficient information to determine the reasonableness of the contract cost. The recipient must

obtain a cost analysis when the offeror submits elements (that is, labor hours, overhead, materials, and so forth) of the estimated cost, (such as professional consulting and A&E contracts, and so forth). The recipient is also expected to obtain a cost analysis when price competition is inadequate, when only a sole source is available, even if the procurement is a contract modification, or in the event of a change order. The recipient, however, need not obtain a cost analysis if it can justify price reasonableness of the proposed contract based on a catalog or market price of a commercial product sold in substantial quantities to the general public or based on prices set by law or regulation.

- i. Federal Cost Principles. Federal cost principles contain many requirements about the allowability and allocability of costs.
  - ii. Profit. FTA expects the recipient to negotiate profit as a separate element of the cost for each contract in which there has been no price competition, and in all acquisitions in which the recipient performs or acquires a cost analysis. To establish a fair and reasonable profit, the recipient needs to consider the complexity of the work to be performed, the risk undertaken by the contractor, the contractor's investment, the amount of subcontracting, the quality of the contractor's record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- b. Price Analysis. If the recipient determines that competition was adequate, a price analysis, rather than a cost analysis, is required to determine the reasonableness of the proposed contract price. The price analysis for micro-purchases may be limited. Similarly, the recipient may use an abbreviated price analysis for small purchases in most cases. One method to record this price analysis is through the use of a preprinted form on which a contracting officer (or other responsible person) can annotate a finding of fair and reasonable pricing and check off the most common reasons why this would be so, such as catalog or market prices offered in substantial quantities to the general public, regulated prices (for example, for many utilities purchases), or a comparison with recent prices for similar goods and services.

## VII. CONTRACT ADMINISTRATION

All contracts are subject to City of Concord Purchase Order Terms & Conditions.

### 1. Record keeping.

The Common Grant Rules require the recipient to prepare and maintain adequate and readily accessible project performance and financial records, covering procurement transactions as well as other aspects of project implementation. The Common Grant Rules require the recipient to maintain these records for three years after the recipient and subrecipients, if any, have made final payment and all other pending matters are closed. The recipient must also prepare, maintain, and distribute the following documents as necessary:

- a. Procurement History. The Common Grant Rules require the recipient to maintain and make available to FTA written records detailing the history of each procurement, as follows:
  - i. Procurement Method. A governmental recipient must provide its rationale for the method of procurement it used for each contract, including a sole source justification for any acquisition that does not qualify as competitive.
  - ii. Contract Type. A governmental recipient must state the reasons for selecting the contract type it used (fixed price, cost reimbursement, and so forth);

- iii. Contractor Selection. A governmental recipient must state its reasons for contractor selection or rejection. FTA expects the recipient to include a justification for each noncompetitive award. Governmental recipients should include a written responsibility determination for the successful contractor; and
  - iv. Cost or Price. Each recipient (government and non-government) must evaluate and state its justification for the contract cost or price.
  - v. Reasonable Documentation. The extent of documentation should be reasonable. Documents included in a procurement history should be commensurate with the size and complexity of the procurement itself. FTA recognizes that these written records will vary greatly for different procurements. Procurements that are more substantial may require extensive documentation.
- b. Access to Records. Apart from the more limited record access provisions of the Common Grant Rules, 49 U.S.C. Section 5325(g) provides FTA and DOT officials, the U.S. Comptroller General, or any of their representatives, access to and the right to examine and inspect all records, documents, and papers, including contracts, related to any FTA project financed with Federal assistance authorized by 49 U.S.C. Chapter 53.

## 2. Change of scope.

FTA requires a grant amendment if the request changes the overall scope of a grant or changes the project scopes within a grant. Examples and an exception to changes in scope that result in a grant amendment include:

- a. A change in the quantity of items to be purchased or constructed that materially changes the purpose or intent of the approved grant.
- b. The addition of a new project scope code or the deletion a project scope code if the deletion affects the intent or objectives of the grant.
- c. The addition of an ALI that results from an amendment to the approved TIP/STIP.
- d. Exception to change in scope: For earmarks, all changes to the grant after award must be consistent with the original intent of the Congressional language. Your FTA Regional Office will assist you in making this determination. For example, if the earmark is only for a facility, a grant amendment cannot be executed to add a scope for vehicles without explicit direction from Congress to FTA to change the earmark.

## 3. Payment Provisions.

- a. Advance payments. Advance payments are payments made to a contractor before the contractor incurs contract costs. The recipient may use its local share funds for advance payments. However, if there is no automatic preaward authority for its project, then advance payments made with local share funds before FTA assistance has been awarded, or before a letter of no prejudice has been issued or other preaward authority has been provided, or before FTA approval for the specific advance payment has been obtained, are ineligible for reimbursement. The following principles and restrictions apply:
  - i. Use of FTA Assistance Prohibited. The recipient may not use FTA assistance to make payments to a third-party contractor before the contractor has incurred the costs for which the payments would be attributable.



- ii. Exceptions for Sound Business Reasons. Apart from advance payments that are customary, as discussed further, FTA does occasionally make exceptions to its advance payment prohibitions, if the recipient can provide sound business reasons for doing so and has obtained FTA's advance written concurrence. A recipient that seeks to use FTA assistance to support advance payments should contact the regional office administering its project to obtain FTA concurrence.
  - a) Adequate Security for Advance Payments. FTA recognizes that advance payments may be needed for certain costs supported by sound business judgment. Adequate security for the advance payment is an essential pre-condition to FTA's concurrence in the use of FTA or local share funds.
  - b) Customary Advance Payments. FTA recognizes that advance payments are typically required for, but are not limited to, public utility connections and services, rent, tuition, insurance premiums, subscriptions to publications, software licenses, construction mobilization costs, transportation, hotel reservations, and conference and convention registrations. Accordingly, the recipient may use FTA assistance to support or reimburse the costs of such acquisitions. FTA concurrence is required only when such advance payment or payments customarily required in the marketplace exceed \$100,000.

In summary, if there are sound business reasons justifying the advance payment and adequate security for the payment, FTA will generally concur in a written request for an exception.

- b. **Progress payments.** Progress payments are payments for contract work that has not been completed. The recipient may use FTA assistance to support progress payments provided the recipient obtains adequate security for those payments and has sufficient written documentation to substantiate the work for which payment is requested. For construction contracts, payments may be made on a percentage of completion method. This payment method is prohibited for non-construction contracts.
  - i. Adequate Security for Progress Payments. Adequate security for progress payments may include taking title or obtaining a letter of credit or taking equivalent measures to protect the recipient's financial interest in the progress payment. Adequate security should reflect the practical realities of different procurement scenarios and factual circumstances. FTA acknowledges the practical reality that taking title to work in progress may not be desirable in some circumstances. The recipient should always consider the costs associated with providing security (for example, the recipient may need to acquire bonds or letters of credit in the commercial marketplace) and the impact of those costs on the contract price, as well as the consequences of incomplete performance.
  - ii. Adequate Documentation. Sufficient documentation is required to demonstrate completion of the amount of work for which progress payments are made.
  - iii. Percentage of Completion Method. The Common Grant Rules requires that any progress payments for construction contracts be made on a percentage of completion method described therein. The recipient, however, may not make progress payments for other than construction contracts based on this percentage method.

#### 4. Liquidated damages.

FTA has determined that a recipient may use liquidated damages if the recipient reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. The rate and measurement standards must be calculated to reasonably reflect the recipient's costs should the standards not be met, and must be specified in the solicitation and contract. The assessment for damages is often established at a specific rate per day for each day beyond the contract's delivery date or performance period. A measurement other than a day or another period of time, however, may be established if that measurement is appropriate, such as weight requirements in a rolling stock purchase. The procurement file should include a record of the calculation and rationale for the amount of damages established. Any liquidated damages recovered must be credited to the project account involved unless FTA permits otherwise.

#### 5. Bonding.

The Common Grant Rules require bonds for all construction contracts exceeding the simplified acquisition threshold unless FTA determines that other arrangements adequately protect the Federal interest. FTA's bonding policies are as follows:

- a. **Bid Guarantee.** Both FTA and the Common Grant Rules generally require each bidder to provide a bid guarantee equivalent to 5 percent of its bid price. The "bid guarantee" must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid to ensure that the bidder will honor its bid upon acceptance.

- b. **Performance Bond.** Both FTA and the Common Grant Rules generally require the third-party contractor to obtain a performance bond for 100 percent of the contract price. A “performance bond” is obtained to ensure completion of the obligations under the third-party contract.
- c. **Payment Bond.** The Common Grant Rules generally require the third-party contractor to obtain a standard payment bond for 100 percent of the contract price. A “payment bond” is obtained to ensure that the contractor will pay all people supplying labor and material for the third-party contract as required by law. FTA, however, has determined that payment bonds in the following amounts are adequate to protect FTA’s interest and will accept a local bonding policy that meets the following minimums:
  - i. Less Than \$1 Million. Fifty percent of the contract price if the contract price is not more than \$1 million,
  - ii. More Than \$1 Million but Less Than \$5 Million. Forty percent of the contract price if the contract price is more than \$1 million but not more than \$5 million, or
  - iii. More Than \$5 Million. Two and one half million dollars if the contract price is more than \$5 million.
- d. **Acceptable Sureties.** The Common Grant Rule for non-governmental recipients requires the non-governmental recipient to obtain construction bonds from companies holding certificates of authority as acceptable sureties under Department of the Treasury regulations, “Surety Companies Doing Business with the United States,” 31 CFR Part 223. For a current list of approved sureties, see Department of the Treasury’s Listing of Approved Sureties (Department Circular 570), <http://fms.treas.gov/c570/c570.html>. FTA encourages each governmental recipient to require similarly acceptable sureties.
- e. **Reduced Bonding.** FTA recognizes that bonding costs can be expensive. FTA will accept a local bonding policy that conforms to the minimums described in FTA Circular 4220.1F. FTA reserves the right to approve bonding amounts that do not conform to these minimums if the local bonding policy adequately protects the Federal interest. A recipient that wishes to adopt less stringent bonding requirements, for a specific class of projects, or for a particular project should submit its policy and rationale to the Regional Administrator for the region administering the project.
- f. **Excessive Bonding.** Compliance with State and local bonding policies that are greater than FTA’s bonding requirements do not require FTA approval. FTA recognizes that in some situations bond requirements can be useful if the recipient has a material risk of loss because of a failure of the prospective contractor. This is particularly so if the risk results from the likelihood of the contractor’s bankruptcy or financial failure when the work is partially completed. Nevertheless, if the recipient’s “excessive bonding” requirements would violate the Common Grant Rules as restrictive of competition, FTA will not provide Federal assistance for procurements encumbered by those requirements. Consequently, if the recipient’s bonding policies far exceed those described; FTA reminds the recipient that it may find it useful to submit its policy and rationale to the Regional Administrator for the region administering the project.

6. Rider Transit or other Existing Contracts - Use and Exercise of Options.

Occasionally, a recipient may find it advantageous to use and exercise Options in current Rider Transit or existing outside agency contract rights. As used in this circular, “existing contract” means a contract that, when formed,

was intended to be limited to the original parties thereto, and does not include State or local government purchasing schedules or purchasing contracts.

- a. Permissible Actions. Within the conditions set forth below, FTA permits a recipient to use Options under their own contracts, or existing contract rights held by another recipient:
  - i. Exercise of Options. A recipient may use contract options in their contracts, or those in a contract held by another recipient with the following limitations:
    - a) Consistency with the Underlying Contract. FTA expects the recipient to ensure that the terms and conditions of the option it seeks to exercise are substantially similar to the terms and conditions of the option as stated in the original contract at the time it was awarded.
    - b) Price. The recipient may not exercise an option unless it has determined that the option price is better than prices available in the market, or that when it intends to exercise the option, the option is more advantageous.
    - c) Awards Treated as Sole Source Procurements. The following actions constitute sole source awards:
      - 1) Failure to Evaluate Options Before Awarding the Underlying Contract. If a contract has one or more options and those options were not evaluated as part of the original contract award, exercising those options after contract award will result in a sole source award.
      - 2) Negotiating Price. Price of options must be negotiated and established at the time of initial contract award. Exercising an option after the recipient has negotiated a lower or higher price will also result in a sole source award unless that price can be reasonably determined from the terms of the original contract, or that price results from Federal actions that can be reliably measured, such as changes in Federal prevailing labor rates, for example.

In the circumstances described in this paragraph, FTA assistance may be used to support a sole source award only if that award can be justified under FTA's third-party contract standards for sole source awards.

## VIII. CONTRACT PROVISIONS

Before a recipient may use FTA assistance to support the acquisition of property or services, it must comply with all applicable Federal laws and regulations, whether or not addressed in the Common Grant Rules. Some of those laws and regulations will affect the third-party contractor providing the property or services, or even determine which entities may qualify as a third-party contractor. Other laws and regulations will affect the nature of the property or services to be acquired or the terms under which the property or services must be acquired. A recipient may not use FTA assistance to support acquisitions that do not comply with all applicable Federal requirements.

FTA's Master Agreement contains a current, but not all-inclusive, description of statutory and regulatory requirements that may affect a recipient's procurement (such as Disadvantaged Business Enterprise (DBE) and Clean Air requirements). The Master Agreement states that applicable Federal requirements will apply to project participants to the lowest tier necessary to ensure compliance with those requirements. A recipient will also need to include applicable Federal requirements in each subagreement, lease, third-party contract, or other

document as necessary. For specific guidance on cross-cutting requirements administered by other Federal agencies, FTA recommends that the recipient contact those agencies.

The recipient may also use the checklists in Appendix C of FTA circular 4220.1F as a reminder of Federal requirements, and the matrices in Appendix D of FTA circular 4220.1F for a list of clauses and provisions required by Federal laws and regulations. The recipient may also refer to the Model Clauses in FTA's "Best Practices Procurement Manual" but cautions the recipient also to check the latest edition of FTA's Master Agreement to determine which provisions have been added, changed, or rescinded.

Some of the more typical requirements and restrictions that will affect the use of FTA assistance to finance a recipient's third-party contracts include:

- Contractor Qualifications
- Debarment and Suspension
- Conflict of Interest
- Lobbying Certification and Disclosure
- Federal Civil Rights Laws and Regulations
- Socio-Economic Development
  - Disadvantaged Business Enterprises (DBES)
  - Small and Minority Firms and Women's Business Enterprises
  - Fair Labor
  - Veterans Employment - Recipients and sub-recipients of Federal financial assistance under this chapter shall ensure that contractors working on a capital project funded using such assistance give a hiring preference, to the extent practicable, to veterans (as defined in section 2108 of title 5) who have the requisite skills and abilities to perform the construction work required under the contract. This subsection shall not be understood, construed, or enforced in any manner that would require an employer to give preference to any veteran over any equally qualified applicant who is a member of any racial or ethnic minority, female, an individual with a disability, or former employee.
- American with Disabilities Act
- Bonding Requirements
- Bus Testing
- Davis Bacon Labor Standards
- Debarment and Suspension
- Drug and Alcohol Testing
- Federal Motor Vehicle Safety Standards



## 1. Buy America.

FTA's "Buy America" law and regulations apply to projects that involve the purchase of more than \$150,000 of iron, steel, manufactured goods, or rolling stock to be delivered to the recipient to be used in the FTA assisted project. If FTA funds are used for the project, Buy America requirements apply to all procurement contracts under the project irrespective of whether a recipient decides to fund a discrete part of the project without FTA funds. Only if an activity is outside the FTA project and is financed entirely without funds to which FTA's Buy America regulations would apply may the recipient disregard FTA's Buy America requirements. Property that the contractor acquires to fabricate a deliverable for the recipient, such as tools, machinery, and other equipment or facilities, is not subject to FTA's Buy America requirements unless the recipient intends to take possession of that property upon completion of the project. Thus, if a third-party contractor is acquiring property for its general inventory of equipment or facilities to conduct its overall business affairs, the recipient may enter the cost of that acquisition into its calculations of overhead amounts applicable to the FTA assisted project irrespective of whether the property acquired would comply with FTA's Buy America regulations. FTA's Buy America statute does not pre-empt State laws with stricter requirements on the use of foreign articles, materials, and supplies.

FTA cautions that its Buy America regulations that apply to FTA assisted third-party procurements, published at 49 CFR Part 661, differ from Federal "Buy American Act" regulations that apply to direct Federal procurements, published in the FAR at 48 CFR Chapter 1, Subparts 25.1 and 25.2. FTA strongly recommends that the recipient review FTA's Buy America regulations before undertaking any FTA assisted procurement.

- a. Certification requirements for procurement of steel or manufactured products. If steel, iron, or manufactured products (as defined in 49 CFR §§661.3 and 661.5) are being procured, the appropriate certificates as set forth in Appendix B, and Appendix C, shall be completed and submitted by each bidder or offeror in accordance with the requirement contained in 49 CFR §661.13(b).
- b. Pre-award audit requirements. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a pre-award audit under 49 CFR §663 is complete before the recipient enters into a formal contract for the purchase of such rolling stock. A pre-award audit includes:
  - i. A Buy America certification as described in 49 CFR §663.25. A pre-award Buy America certification is a certification that the recipient keeps on file that:
    - a) There is a letter from FTA which grants a waiver to the rolling stock to be purchased from the Buy America requirements under section 165(b)(1), (b)(2), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
    - b) The recipient is satisfied that the rolling stock to be purchased meets the requirements of section 165(a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or through an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists-
      1. Component and subcomponent parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs; and
      2. The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

- ii. A purchaser's requirements certification as described in 49 CFR §663.27. A pre-award purchaser's requirements certification is a certification a recipient keeps on file that:
      - a) The rolling stock the recipient is contracting for is the same product described in the purchaser's solicitation specification; and
      - b) The proposed manufacturer is a responsible manufacturer with the capability to produce a vehicle that meets the recipient's specification set forth in the recipient's solicitation.
    - iii. Where appropriate, a manufacturer's Federal Motor Vehicle Safety certification information as described in 49 CFR §663.41 or 49 CFR §663.43.
- c. Post-delivery Buy America certification. A recipient purchasing revenue service rolling stock with FTA funds must ensure that a post-delivery audit under 49 CFR §663 is complete before title to the rolling stock is transferred to the recipient. A post-delivery audit under includes
  - i. A post-delivery Buy America certification as described in 49 CFR §663.35. A post-delivery Buy America certification is a certification that the recipient keeps on file that:
    - a) There is a letter from FTA which grants a waiver to the rolling stock received from the Buy America requirements under sections 165 (b)(1), or (b)(4) of the Surface Transportation Assistance Act of 1982, as amended; or
    - b) The recipient is satisfied that the rolling stock received meets the requirements of section 165 (a) or (b)(3) of the Surface Transportation Assistance Act of 1982, as amended, after having reviewed itself or by means of an audit prepared by someone other than the manufacturer or its agent documentation provided by the manufacturer which lists:
      - 1. Components and subcomponent parts of the rolling stock identified by manufacturer of the parts, their country of origin and costs; and
      - 2. The actual location of the final assembly point for the rolling stock including a description of the activities which took place at the final assembly point and the cost of the final assembly.
  - ii. A post-delivery purchaser's requirements certification as described in §663.37 of this part. A post-delivery purchaser's requirements certification is a certification that the recipient keeps on file that:
    - a) Except for procurements covered under paragraph (c) in this section, a resident inspector (other than an agent or employee of the manufacturer) was at the manufacturing site throughout the period of manufacture of the rolling stock to be purchased and monitored and completed a report on the manufacture of such rolling stock. Such a report, at a minimum, shall:
      - 1. Provide accurate records of all vehicle construction activities; and
      - 2. Address how the construction and operation of the vehicles fulfills the contract specifications.
    - b) After reviewing the report required under paragraph (a) of this section, and visually inspecting and road testing the delivered vehicles, the vehicles meet the contract specifications.
    - c) For procurements of:
      - 1. Ten or fewer buses; or

2. Procurements of twenty vehicles or fewer serving rural (other than urbanized) areas, or urbanized areas of 200,000 people or fewer; or
  3. Any number of primary manufacturer standard production and unmodified vans, after visually inspecting and road testing the vehicles, the vehicles meet the contract specifications.
- iii. When appropriate, a manufacturer's Federal Motor Vehicle Safety Standard self-certification information as described in 49 CFR §663.41 or 49 CFR §663.43.
- d. Post-delivery audit review. If a recipient cannot complete a post-delivery audit because the recipient or its agent cannot certify Buy America compliance or that the rolling stock meets the purchaser's requirements specified in the contract, the rolling stock may be rejected and final acceptance by the recipient will not be required. The recipient may exercise any legal rights it has under the contract or at law. This provision does not preclude the recipient and manufacturer from agreeing to a conditional acceptance of rolling stock pending manufacturer's correction of deviations within a reasonable period of time.

## 2. Protections against performance difficulties.

The Common Grant Rule for governmental recipients authorizes FTA to require each governmental recipient to include contract provisions that would reduce potential problems that might occur during contract performance. In addition to other clauses that may be approved by the Office of Federal Procurement Policy, FTA expects the governmental recipient to include provisions as described below:

- a. **Changes.** FTA expects a governmental recipient to include changes and changed conditions provisions or clauses in most contracts, except for routine supply contracts.
- b. **Remedies.** The Common Grant Rule for governmental recipients authorizes FTA to require remedies. Accordingly, FTA expectations are as follows:
  - i. Liquidated Damages. FTA has determined that a recipient may use liquidated damages if the recipient reasonably expects to suffer damages through delayed contract completion, or if weight requirements are exceeded, and the extent or amount of such damages are uncertain and would be difficult or impossible to determine. The rate and measurement standards must be calculated to reasonably reflect the recipient's costs should the standards not be met, and must be specified in the solicitation and contract.
  - ii. Violation or Breach. Third-party contracts exceeding \$100,000 must include administrative, contractual, or legal remedies for violations or breach of the contract by the third-party contractor.
  - iii. Suspension of Work. FTA may require provisions pertaining to suspension of work.
  - iv. Termination. Termination for cause and termination for convenience provisions must be included in contracts exceeding \$10,000.

## IX. SUBRECIPIENT MONITORING

Please see the City of Concord Federal Contractor and Subrecipient Oversight Procedures, dated 8/1/2017 for details on subrecipient monitoring.

# Appendix A: Procurement Documentation Worksheets

## INDEPENDENT COST ESTIMATE

*Contract Type:*

*Date of Estimate:*

*Description of Goods / Service:*

*Method of Obtaining the Estimate:*

I have obtained the following estimate from....

- Published Price List / Past pricing (date)\_\_\_\_\_
- Engineering or technical estimate
- Independent Third-party estimate
- Other (specify)\_\_\_\_\_

*Cost Estimate Details:*

Through the method stated above it has been determined that the total cost of the goods/services is expected to be: \$\_\_\_\_\_. Details are shown below.

Cost of Standard Items

| Product | Cost (\$/ea) | Cost (\$/ea) | Notes / Data Source |
|---------|--------------|--------------|---------------------|
|         | Delivered    | No Freight   |                     |
|         |              |              |                     |
| A       |              |              |                     |
|         |              |              |                     |
|         |              |              |                     |
|         |              |              |                     |

Cost of Services, Repairs, or Non-Standard Items

| Item / Task: |                    |                     |             |                    |      |        |       |
|--------------|--------------------|---------------------|-------------|--------------------|------|--------|-------|
| Materials    | Other Direct Costs | Labor (rate, hours) | Labor Class | Allocated overhead | SG&A | Profit | Total |
|              |                    |                     |             |                    |      |        |       |
|              |                    |                     |             |                    |      |        |       |
| B            |                    |                     |             |                    |      |        |       |
|              |                    |                     |             |                    |      |        |       |

*Signature of Preparer:*

The preceding cost estimate was obtained or prepared by: \_\_\_\_\_

[For complex items or tasks, attach detailed spreadsheet(s) explaining rationale.]



**RESPONSIBILITY DETERMINATION FORM**

Bid/RFP No:

Supplier:

Date:

For each of the areas described below, check that the appropriate research has been accomplished and provide a short description of the research and the results.

|  | Acceptable |    | Comment                 |
|--|------------|----|-------------------------|
|  | Yes        | No |                         |
| 1. Appropriate financial, equipment, facility, and personnel               | Yes        | No | <hr/> <hr/> <hr/> <hr/> |
| 2. Ability to meet the delivery schedule                                   | Yes        | No | <hr/> <hr/> <hr/> <hr/> |
| 3. Satisfactory period of performance                                      | Yes        | No | <hr/> <hr/> <hr/> <hr/> |
| 4. Satisfactory record of integrity, not on debarred or suspended listings | Yes        | No | <hr/> <hr/> <hr/> <hr/> |
| 5. Receipt of all necessary data from supplier                             | Yes        | No | <hr/> <hr/> <hr/> <hr/> |

FAIR AND REASONABLE PRICE DETERMINATION

I hereby determine the price to be fair and reasonable based on at least one of the following:

Check one or more:

- Found reasonable on recent purchase.
- Obtained from current price list.
- Obtained from current catalog.
- Commercial market sales price from advertisements.
- Similar in related industry.
- Personal knowledge of item procured.
- Regulated rate (utility).
- Other.

Comments:

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Copy of purchase order, quotes, catalog page, price list, etc. is attached.

\_\_\_\_\_  
Purchasing Agent

\_\_\_\_\_  
Date

SOW TEMPLATE

|  |
|--|
| Statement of Work Title: [Type text]   |
| <b>1.0 Project Background</b>  |
| <ul style="list-style-type: none"><li>§ Describe the need for the goods or services, the current environment, and the Transit Agency's key objective(s) as it relates to this requirement. Provide a brief description/summary of the goods or services sought.</li><li>§ Short statement of the problem to be resolved</li><li>§ Expected project duration</li><li>§ Transit Agency organizational units and/or key individuals involved in managing the project</li><li>§ Alternative solutions or implementation strategies evaluated</li></ul> |
| <p>a) Transit Agency requires these products and/or services due to:</p> <p>b) Transit Agency is attempting to complete a project on and requires supplier/contractor assistance in the:</p> <p>c) The completion of this work will help Transit Agency:</p>   |
| Statement of Work Title: [Type text]   |
| <b>1.0 Project Background</b>  |

Describe the need for the goods or services, the current environment, and the Transit Agency's key objective(s) as it relates to this requirement. Provide a brief description/summary of the goods or services sought.

Short statement of the problem to be resolved

Expected project duration

Transit Agency organizational units and/or key individuals involved in managing the project

Alternative solutions or implementation strategies evaluated

a) Transit Agency requires these products and/or services due to:

b) Transit Agency is attempting to complete a project on and requires supplier/contractor assistance in the:

c) The completion of this work will help Transit Agency:

### 2.1 Results

Indicate the key end results that the project will achieve when successfully executed. Measurable performance indicators for anticipated benefits may also be listed here.

### 2.2 Anticipated Benefits

Describe what the organization will gain through completion of this project.

### 2.3 Business Processes Impacted

Review major changes in the way work will be conducted once the project is complete (if any).

#### 2.4 Customers / End Users Impacted

Identify the specific individuals or groups whose work will be most affected during and after the project's execution.

#### 3.0 Applicable Documents

List legal, regulatory, policy, security, and similar relevant documents. Include publication number, title, version, date and where the document can be obtained. If only certain portions of documents apply, state this. Indicate the definition of terms, if needed.

List any publications, manuals, and regulations that the supplier / contractor must abide by:

a) [Type text]

b) [Type text]

c) [Type text]

Definitions and Acronyms:

#### 4.0 Summary of Requirements



These are the key tasks expected of the supplier / contractor according to the Schedule and the Statement of Work.

List the key technical and functional requirements for the project. Highlight up to 20 requirements that you consider to be essential to the ultimate success of the project. Include the expected outputs / outcomes and performance standards.

Write tasks to be performed in a logical and sequential arrangement of work to the extent possible. Describe the tasks in terms of outcomes expected, such as response time, cleanliness level, equipment up-time and functionality. Use "work" words, such as:

1) Review...

2) Analyze...

3) Repair...

4) Install...

5) Construct...

All tasks should have quantifiable or observable results.

#### 5.0 Schedule and Deliverables

List all outputs / outcomes and submittals with specific due dates or time frames. Include type, quantity and delivery point (s). Include the acceptance criteria for each.

| Milestone or Major Project Deliverable | Planned Completion Date |
|--|-------------------------|
|  |                         |
|  |                         |
|  |                         |

#### 6.0 Quality Assurance Plan

Explain what the Transit Agency's quality expectations are, how (and how often) deliverables or services will be monitored and evaluated, and the process to follow when the outputs / outcomes are below performance standards.

The following levels of quality are to be judged acceptable under this contract:

a) All milestones or services will be achieved and all reports will be submitted on time in accordance with Section 5.0 of this SOW.

a) All milestones, services, products or reports will meet the outcomes noted in Section 4.0 of this document.

c) Supplier / Contractor work will be monitored by Transit Agency project and Contract Management Staff.

d) Specific quality requirements for this contract are as follows:

1) On time delivery= [Type text]

2) Acceptable quality = [Type text]

3) Responsiveness = [Type text]

4) Service Level = [Type text]

SOLE SOURCE JUSTIFICATION FORM

Procurement by noncompetitive proposals may be used only when the award of a contract is infeasible under small purchase procedures, sealed bids, or competitive proposals and at least one of the following circumstances applies:

Check one:

\_\_\_\_\_ The item is available only from a single source (sole source justification is attached).

\_\_\_\_\_ The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation (documented emergency condition is attached).

\_\_\_\_\_ FTA authorizes noncompetitive negotiations (letter of authorization is attached).

\_\_\_\_\_ After solicitation of a number of sources, competition is determined inadequate (record of source contacts is attached).

\_\_\_\_\_ The item is an associated capital maintenance item as defined in 49 U.S.C. §5307(a)(1) that is procured directly from the original manufacturer or supplier of the time to be replaced (price certification attached).

Comments:

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\_\_\_\_\_ Independent Estimate and Cost Analysis are attached.

\_\_\_\_\_  
Purchasing Agent

\_\_\_\_\_  
Transit Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

COST ANALYSIS FORM

PAGE      OF

|   |  |                    |  |                      |                  |                  |          |
|---|--|--------------------|--|----------------------|------------------|------------------|----------|
| <b>COST ANALYSIS SUMMARY (For New Contracts Including Letter Contracts)</b> |  |                    |  |                      |                  |                  |          |
| SOLICITATION #<br><br>PREPARER'S NAME, DEPARTMENT, TITLE, PHONE             |  |                    | SUPPLIES AND/OR SERVICES TO BE FURNISHED |                      |                  |                  |          |
| DIVISION(S) AND LOCATION(S) WHERE WORK IS TO BE PERFORMED                   |  |                    | APPROVAL SIGNATURE                       |                      |                  |                  |          |
| <b>DETAIL DESCRIPTION OF COST ELEMENTS</b>                                  |  |                    |  |                      |                  |                  |          |
| 1. DIRECT MATERIAL  |  |                    | Vendor A<br>Proposal                     | Vendor B<br>Proposal | Ind.<br>Estimate | Analysis         |          |
| A. PURCHASED PARTS  |  |                    |  |                      |                  |                  |          |
| B. SUBCONTRACTED ITEMS  |  |                    |  |                      |                  |                  |          |
| C. OTHER - (1) RAW MATERIAL   |  |                    |  |                      |                  |                  |          |
| (2) STANDARD COMMERCIAL ITEMS   |  |                    |  |                      |                  |                  |          |
| <i>TOTAL DIRECT MATERIAL</i>  |  |                    |  |                      |                  |                  |          |
| 2. MATERIAL OVERHEAD<br>(RATE % x \$ BASE *)                                |  |                    |  |                      |                  |                  |          |
| 3. DIRECT LABOR   |  | ESTIMATED<br>HOURS | RATE/<br>HOUR                            | Vendor A<br>(\$)     | Vendor B<br>(\$) | Ind.<br>Estimate | Variance |
|   |  |                    |  |                      |                  |                  |          |
|   |  |                    |  |                      |                  |                  |          |
|   |  |                    |  |                      |                  |                  |          |
|   |  |                    |  |                      |                  |                  |          |
|   |  |                    |  |                      |                  |                  |          |
|   |  |                    |  |                      |                  |                  |          |
|   |  |                    |  |                      |                  |                  |          |
| <i>TOTAL DIRECT LABOR</i>   |  |                    |  |                      |                  |                  |          |

| 4. LABOR OVERHEAD                                 | ESTIMATED HOURS | RATE/HOUR | Vendor A (\$) | Vendor B (\$) | Ind. Estimate | Variance |
|---|-----------------|-----------|---------------|---------------|---------------|----------|
| OH Rate   |                 |           |               |               |               |          |
| X BASE (labor total above)                        |                 |           |               |               |               |          |
| <i>TOTAL LABOR OVERHEAD</i>                       |                 |           |               |               |               |          |
| 5. OTHER DIRECT COSTS                             |                 |           | Vendor A (\$) | Vendor B (\$) | Ind. Estimate | Variance |
| A. SPECIAL TOOLING/EQUIPMENT                      |                 |           |               |               |               |          |
| <i>TOTAL SPECIAL TOOLING/EQUIPMENT</i>            |                 |           |               |               |               |          |
| B. TRAVEL   |                 |           |               |               |               |          |
| (1) TRANSPORTATION                                |                 |           |               |               |               |          |
| (2) PER DIEM OR SUBSISTENCE                       |                 |           |               |               |               |          |
| <i>TOTAL TRAVEL</i>                               |                 |           |               |               |               |          |
| C. INDIVIDUAL CONSULTANT SERVICES                 |                 |           |               |               |               |          |
| <i>TOTAL INDIVIDUAL CONSULTANT SERVICES</i>       |                 |           |               |               |               |          |
| D. OTHER  |                 |           |               |               |               |          |
| <i>TOTAL OTHER</i>                                |                 |           |               |               |               |          |
| <i>E. SUBTOTAL DIRECT COST AND OVERHEAD</i>       |                 |           |               |               |               |          |
| 6. GENERAL AND ADMINISTRATIVE (G&A) RATE %        |                 |           |               |               |               |          |
| X \$ BASE (Use 5.E above)                         |                 |           |               |               |               |          |
| 7. ROYALTIES (if any)                             |                 |           |               |               |               |          |
| 8. <i>SUBTOTAL ESTIMATED COST</i>                 |                 |           |               |               |               |          |
| 9. CONTRACT FACILITIES CAPITAL AND COST OF MONEY  |                 |           |               |               |               |          |
| 10. <i>SUBTOTAL ESTIMATED COST</i>                |                 |           |               |               |               |          |
| 11. FEE OR PROFIT                                 |                 |           |               |               |               |          |
| 12. <i>TOTAL ESTIMATED COST AND FEE OR PROFIT</i> |                 |           |               |               |               |          |
| 13. Discounts                                     |                 |           |               |               |               |          |
| 14. Option Costs (specify)                        |                 |           |               |               |               |          |
| 15. ADJUSTED COST                                 |                 |           |               |               |               |          |



## ANALYSIS GUIDELINES

### 1. DIRECT MATERIAL

A. Analyze Purchased Parts: Provide a consolidated price analysis of material quantities included in the various tasks, orders, or contract line items being proposed and the basis for pricing (vendor quotes, invoice prices, etc.).

B. Subcontracted Items: Analyze the total cost of subcontract effort and supporting written quotations from the prospective subcontractors

C. Other:

(1) Raw Material: Review any materials in a form or state that requires further processing. Analyze priced quantities of items required for the proposal. Consider alternatives and total cost impact.

(2) Standard Commercial Items: Analyze proposed items that the offeror will provide, in whole or in part, and review the basis for pricing. Consider whether these could be provided at lower cost from another source.

### 2. MATERIAL OVERHEAD

Verify that this cost is not computed as part of labor overhead (item 4) or General and Administrative (G&A) (Item 6).

### 3. DIRECT LABOR

Analyze the hourly rate and the total hours for each individual (if known) and discipline of direct labor proposed. Determine whether actual rates or escalated rates are used. If escalation is included, analyze the degree (percent) and rationale used. Compare percentage of total that labor represents for each bid.

### 4. LABOR OVERHEAD

Analyze comparative rates and ensure these costs are not computed as part of G&A. Determine if Government Audited rates are available,

### 5. OTHER DIRECT COSTS

A. Special Tooling/Equipment. Analyze price and necessity of specific equipment and unit prices.

B. Travel. Analyze each trip proposed and the persons (or disciplines) designated to make each trip. Compare and check costs.

C. Individual Consultant Services. Analyze the proposed contemplated consulting. Compare to independent estimate of the amount of services estimated to be required and match the consultants' quoted daily or hourly rate to known benchmarks.

D. Other Costs. Review all other direct charge costs not otherwise included in the categories described above (e.g., services of specialized trades, computer services, preservation, packaging and packing, leasing of equipment and provide bases for pricing. Scan for duplication or omissions.

### 6. GENERAL AND ADMINISTRATIVE EXPENSE

See notes on labor overhead above and check whether the base has been approved by a Government audit agency for use in proposals.

## 7. ROYALTIES

If more than \$250, analyze the following information for each separate royalty or license fee; name and address of licensor; date of license agreement; patent numbers, patent application serial numbers, or other basis on which the royalty is payable; brief description (including any part of model numbers or each contract item or component on which the royalty is payable); percentage or dollar rate of royalty per unit; unit price of contract item; number of units; and total dollar amount of royalties,

## 8. SUBTOTAL ESTIMATED COST

Compare the total of all direct and indirect costs excluding Cost of Money and Fee or Profit. Note reasons for differences.

## 9. CONTRACT FACILITIES CAPITAL AND COST OF MONEY

Analyze the offerors' supporting calculations and compare to known standards.

## 10. SUBTOTAL ESTIMATED COST

This is the total of all proposed costs excluding Fee or Profit. Determine the competitive range. Question outliers.

## 11. FEE OR PROFIT

Review the total of all proposed Fees or Profit.

## 12. TOTAL ESTIMATED COST AND FEE OR PROFIT

Analyze the range of total estimated costs including Fee or Profit, and explain variance to independent estimate. Identify areas for negotiation or areas to be challenged. Explain your conclusions regarding fair and reasonable pricing.

## 13. DISCOUNTS

Review basis for Discounts and range between offers.

ATTACH NARRATIVE COST ANALYSIS MEMO ADDRESSING ITEMS AS INSTRUCTED ABOVE.

PRICE ANALYSIS

PO / Contract: \_\_\_\_\_

The evidence compiled by a price analysis includes:

- § Developing and examining data from multiple sources whenever possible that prove or strongly suggest the proposed price is fair.
- § Determining when multiple data consistently indicate that a given price represents a good value for the money.
- § Documenting data sufficiently to convince a third-party that the analyst's conclusions are valid.

The pricing quoted on the attached sheet(s) is deemed to be fair and reasonable based on the following type of analysis:

- \_\_\_\_ Comparison with competing suppliers' prices or catalog pricing for the same item. (Complete comparison matrix and attach supporting quotes or catalog pages.)
- \_\_\_\_ Comparison of proposed pricing with in-house estimate for the same item. (Attach signed in-house estimate and explain factors influencing any differences found. Complete summary matrix.)
- \_\_\_\_ Comparison of proposed pricing with historical pricing from previous purchases of the same item, coupled with market data such as Producer Price Index or Inflation Rate over the corresponding time period. (Attach data and historical price record).
- \_\_\_\_ Analysis of price components against current published standards, such as labor rates, dollars per pound etc. to justify the price reasonableness of the whole. (Attach analysis to support conclusions drawn.)

SUMMARY MATRIX

| Item | Proposed Pricing | Average Market Price | Competitor A | Competitor B | In-House Estimate | Other |
|------|------------------|----------------------|--------------|--------------|-------------------|-------|
|      |                  |                      |              |              |                   |       |
|      |                  |                      |              |              |                   |       |
|      |                  |                      |              |              |                   |       |
|      |                  |                      |              |              |                   |       |

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

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

Attachments:

PROCUREMENT MEMORANDUM

Date: \_\_\_\_\_ Completed by: \_\_\_\_\_

PO / Contract No. \_\_\_\_\_

Source of Funding \_\_\_\_\_

Method of Procurement

Micro Purchase: \_\_\_\_\_ Competitive RFP: \_\_\_\_\_ Competitive Bid: \_\_\_\_\_

Small Purchase: \_\_\_\_\_ A&E Services: \_\_\_\_\_ Sole Source: \_\_\_\_\_

Justification if Non-Competitive: \_\_\_\_\_

Reason for the Procurement \_\_\_\_\_

Contract Type: \_\_\_\_\_

Rationale for contract type: \_\_\_\_\_

Reason for Contractor selection or rejection: \_\_\_\_\_ Lowest responsive, responsible bidder: \_\_\_\_\_

Evaluation results were: \_\_\_\_\_

Basis for Contract Price: \_\_\_\_\_

Accepted contractor's proposed pricing: \_\_\_\_\_

Negotiated Price (attached memorandum) \_\_\_\_\_

Other: \_\_\_\_\_

Cost / Price Analysis: \_\_\_\_\_

The price offered by the supplier was within \_\_\_\_% of the independent estimate, and variance between the offerors constituted a range of \_\_\_\_\_. The competitive range was determined to be from \$\_\_\_\_\_ pricing discrepancies between the offers was attributed to \_\_\_\_\_ other sources/data used to affirm price reasonableness were\_\_\_\_\_

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#### Summary of Responsibility and Responsiveness Checks

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Award  
Board Approval (if required - Attach Meeting Minutes):

Date of contract award:

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#### Change Orders

Identify each and summarize reason for change, dates, cost analysis, time impact, and modification number.

## PROCUREMENT DECISION MATRIX

Micro-purchase

Amount < \$10,000

Multiple Sources

|  | <u>Competitive Procurement</u>     | <u>Sole Source</u>                           |  |
|--|------------------------------------|--|--|
|  | Amount > \$10,000                  | Approved by FTA                              |  |
|  | Buy America Requirement >\$150,000 | OEM, Custom Item OR                          |  |
|  | Multiple Sources                   | Only One Source OR                           |  |
|  | Not an Emergency                   | Competition Inadequate after Solicitation OR |  |
|  |                                    | Emergency/Public Exigency                    |  |

*Small Purchase*

Amount < \$250,000

Buy America Requirement >\$150,000

Complete and Adequate Specification or Description

Two or more quotes available

|  |
|--|
|  |
|  |
|  |
|  |

*Sealed Bid (IFBs)*

Type of Contract

Fixed price

Complete and Adequate Specification or Description

Two or more responsible bidders willing to compete

Selection can be made on the basis of price alone

Firm Fixed Price Contract

No discussion with bidders required after receipt of bids

|  |
|--|
|  |
|  |
|  |
|  |
|  |

Firm fixed unit prices

Cost plus fixed fee

Time and materials

Blanket purchase order

Indefinite Delivery Indefinite Quantity (IDIQ)

Indefinite Delivery Indefinite Quantity (IDIQ)

|  |
|--|
|  |
|  |
|  |
|  |
|  |
|  |

*Competitive Proposals (RFPs)*

Complete Specifications Not Feasible

Bidder Input Needed

|  |
|--|
|  |
|  |



Two or more responsible  
bidders willing to compete

Discussion needed with  
bidders after proposals

Fixed price can be set after  
discussions

|  |
|--|
|  |
|  |
|  |

CHANGE ORDER REVIEW CHECKLIST



## PIGGYBACKING CHECKLIST

*Definition: Piggybacking is the post-award use of a contractual document/process that allows someone who was not contemplated in the original procurement to purchase the same supplies/equipment through that original document/process. ("FTA Dear Colleague" letter, October 1, 1998).*

In order to assist in the performance of your review, to determine if a situation exists where you may be able to participate in the piggybacking (assignment) of an existing agreement, the following considerations are provided. Ensure that your final file includes documentation substantiating your determination.

| WORKSHEET  | YES | NO |
|--|-----|----|
| 1. Have you obtained a copy of the contract and the solicitation document, including the specifications and any Buy America Pre-award or Post- Delivery audits?  |     |    |
| 2. Does the solicitation and contract contain an express "assignability" clause that provides for the assignment of all or part of the specified deliverables?   |     |    |
| 3. Did the Contractor submit the "certifications" required by Federal regulations? See BPPM Section 4.3.3.2.   |     |    |
| 4. Does the contract contain the clauses required by Federal regulations? See BPPM Appendix A1.  |     |    |
| 5. Were the piggybacking quantities included in the original solicitation; i.e., were they in the original bid and were they evaluated as part of the contract award decision?   |     |    |
| 6. If this is an indefinite quantity contract, did the original solicitation and resultant contract contain both a minimum and maximum quantity, and did these represent the reasonably foreseeable needs of the parties to the contract?  |     |    |
| 7. If this piggybacking action represents the exercise of an option in the contract, is the option provision still valid or has it expired?  |     |    |
| 8. Does your State law allow for the procedures used by the original contracting agency: e.g., negotiations vs. sealed bids?   |     |    |
| 9. Was a cost or price analysis performed by the original contracting agency documenting the reasonableness of the price? Obtain a copy for your files. Have you performed a market analysis of the prices to be paid and have you determined the price to be fair and reasonable and in the best interests of the Agency? |     |    |
| 10. If the contract is for rolling stock or replacement parts, does the contract term comply with the five-year term limit established by FTA? See FTA Circular 4220.1F, Chapter IV, 2 (14) (i).   |     |    |
| 11. Was there a proper evaluation of the bids or proposals? Include a copy of the analysis in your files.  |     |    |
| 12. If you will require changes to the vehicles (deliverables), are they "within the scope" of the contract or are they "cardinal changes"? See BPPM Section 9.2.1.  |     |    |

Note: This worksheet is based upon the policies and guidance expressed in (a) the FTA Administrator's "Dear Colleague" letter of October 1, 1998, (b) the *Best Practices Procurement Manual*, Section 6.3.3—*Joint Procurements of Rolling Stock and "Piggybacking"*

# Appendix B: Certificate of Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it will comply with the requirements of 49 U.S.C. 5323(j)(1), and the applicable regulations in 49 CFR part 661.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

# Appendix C: Certificate of Non-Compliance with Buy America Requirements

The bidder or offeror hereby certifies that it cannot comply with the requirements of 49 U.S.C. 5323(j), but it may qualify for an exception to the requirement pursuant to 49 U.S.C. 5323(j)(2), as amended, and the applicable regulations in 49 CFR 661.7.

Date \_\_\_\_\_

Signature \_\_\_\_\_

Company \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

## Appendix D: Applicability of Third-Party Contract Provisions

### APPLICABILITY OF THIRD-PARTY CONTRACT PROVISIONS

(excluding micro-purchases, except Davis-Bacon requirements apply to contracts exceeding \$10,000)

| TYPE OF PROCUREMENT   |                                      |                                      |                                      |                                      |                                      |
|---|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| PROVISION   | Professional Services/A&E            | Operations/ Management               | Rolling Stock Purchase               | Construction                         | Materials & Supplies                 |
| No Federal Government Obligations to Third Parties (by Use of a Disclaimer)               | All                                  | All                                  | All                                  | All                                  | All                                  |
| False Statements or Claims /Civil and Criminal Fraud                                      | All                                  | All                                  | All                                  | All                                  | All                                  |
| Access to Third-party contract Records  | All                                  | All                                  | All                                  | All                                  | All                                  |
| Changes to Federal Requirements   | All                                  | All                                  | All                                  | All                                  | All                                  |
| Termination   | >\$10,000 if 49 CFR Part 18 applies. | >\$10,000 if 49 CFR Part 18 applies. | >\$10,000 if 49 CFR Part 18 applies. | >\$10,000 if 49 CFR Part 18 applies. | >\$10,000 if 49 CFR Part 18 applies. |
| Civil Rights (Title VI, ADA, EEO except Special DOL EEO clause for construction projects) | All                                  | All                                  | All >\$10,000                        | All                                  | All                                  |
| Special DOL EEO clause for construction projects  |                                      |                                      |                                      | >\$10,000                            |                                      |
| Disadvantaged Business Enterprises (DBEs)   | All                                  | All                                  | All                                  | All                                  | All                                  |
| Incorporation of FTA Terms  | All                                  | All                                  | All                                  | All                                  | All                                  |
| Debarment and Suspension  | >\$25,000                            | >\$25,000                            | >\$25,000                            | >\$25,000                            | >\$25,000                            |
| Buy America   |                                      |                                      | >\$100,000                           | >\$100,000                           | >\$100,000                           |
| Resolution of Disputes, Breaches, or Other Litigation                                     | >\$100,000                           | >\$100,000                           | >\$100,000                           | >\$100,000                           | >\$100,000                           |
| Lobbying  | >\$100,000                           | >\$100,000                           | >\$100,000                           | >\$100,000                           | >\$100,000                           |
| Clean Air   | >\$100,000                           | >\$100,000                           | >\$100,000                           | >\$100,000                           | >\$100,000                           |



| TYPE OF PROCUREMENT                            |                                    |   |                        |   |   |
|--|------------------------------------|---|------------------------|---|---|
| PROVISION                                      | Professional Services/A&E          | Operations/ Management                                    | Rolling Stock Purchase | Construction                                  | Materials & Supplies                          |
| Clean Water                                    | >\$100,000                         | >\$100,000  | >\$100,000             | >\$100,000                                    | >\$100,000                                    |
| Davis-Bacon Act                                |                                    |   |                        | >\$2,000 (also ferries).                      |   |
| Contract Work Hours and Safety Standards Act   |                                    | >\$100,000 (transportation services excepted).            | >\$100,000             | >\$100,000 (also ferries).                    |   |
| Copeland Anti-Kickback Act Section 1 Section 2 |                                    |   |                        | All > \$2,000 (also ferries).                 |   |
| Bonding  |                                    |   |                        | \$100,000                                     |   |
| Seismic Safety                                 | A&E for new buildings & additions. |   |                        | New buildings & additions.                    |   |
| Transit Employee Protective Arrangements       |                                    | Transit operations.                                       |                        |   |   |
| Charter Service Operations                     |                                    | All   |                        |   |   |
| School Bus Operations                          |                                    | All   |                        |   |   |
| Drug Use and Testing                           |                                    | Safety sensitive functions related to transit operations. |                        |   |   |
| Alcohol Misuse and Testing                     |                                    | Safety sensitive functions related to transit operations. |                        |   |   |
| Patent Rights                                  | R & D                              |   |                        |   |   |
| Rights in Data and Copyrights                  | R & D                              |   |                        |   |   |
| Energy Conservation                            | All                                | All   | All                    | All   | All   |
| Recycled Products                              |                                    | EPA-selected items \$10,000 or more annually.             |                        | EPA-selected items \$10,000 or more annually. | EPA-selected items \$10,000 or more annually. |
| Conformance with ITS National Architecture     | ITS projects.                      | ITS projects.   | ITS projects.          | ITS projects.                                 | ITS projects.                                 |

| TYPE OF PROCUREMENT                     |                           |                        |   |              |                      |
|---|---------------------------|------------------------|---|--------------|----------------------|
| PROVISION                               | Professional Services/A&E | Operations/ Management | Rolling Stock Purchase  | Construction | Materials & Supplies |
| ADA Access                              | A&E                       | All                    | All   | All          | All                  |
| Bus Testing Certification               |                           |                        | All procurements of new model transit buses and vans and existing models being modified with a major changeover changes.  |              |                      |
| TVM Certifications                      |                           |                        | All   |              |                      |
| Preaward Review                         |                           |                        | All   |              |                      |
| Preaward Buy America Certification      |                           |                        | >\$100,000  |              |                      |
| Preaward Purchaser's Requirement        |                           |                        | All   |              |                      |
| Post Delivery Review                    |                           |                        | All   |              |                      |
| Post Delivery Buy America Certification |                           |                        | >\$100,000  |              |                      |
| Post Delivery Purchaser's Requirement   |                           |                        | All to the extent required by Federal law and regulations   |              |                      |
| On-Site Inspector's Report              |                           |                        | Rolling stock EXCEPT for procurements of:<br>- 10 or fewer vehicles;<br>- 20 or fewer vehicles serving rural (other than urbanized) areas or urbanized areas or 200,000 people or fewer;<br>- Any amount of primary manufactured standard |              |                      |

| TYPE OF PROCUREMENT   |   |   |  |   |   |
|---|---|---|--|---|---|
| PROVISION   | Professional Services/A&E   | Operations/ Management  | Rolling Stock Purchase   | Construction  | Materials & Supplies  |
|   |   |   | production and unmodified vans that after visual inspection and road testing meet the contract specifications. |   |   |
| Federal Motor Vehicle Safety Standards Pre Award Review and Post Delivery |   |   | Motor vehicle procurements   |   |   |
| Lobbying  | >\$100,000  | >\$100,000  | >\$100,000   | >\$100,000  | >\$100,000  |
| Standard Form LLL and Quarterly Updates (when required)                   | Procurements exceeding \$100,000 where contractor engages in lobbying activities. | Procurements exceeding \$100,000 where contractor engages in lobbying activities. | Procurements exceeding \$100,000 where contractor engages in lobbying activities.                              | Procurements exceeding \$100,000 where contractor engages in lobbying activities. | Procurements exceeding \$100,000 where contractor engages in lobbying activities. |

# Appendix E: Procurement Checklist

Project/Procurement Name \_\_\_\_\_

|       |                                    | <u>Date</u> | <u>Initials</u> |
|-------|------------------------------------|-------------|-----------------|
| _____ | Requisition                        | _____       | _____           |
| _____ | ICE                                | _____       | _____           |
| _____ | Federal Clauses                    | _____       | _____           |
| _____ | Advertised                         | _____       | _____           |
| _____ | Bid abstract                       | _____       | _____           |
| _____ | Cost/Price<br>Analysis             | _____       | _____           |
|       | Bonds:                             |             |                 |
| _____ | Bid                                | _____       | _____           |
| _____ | Performance                        | _____       | _____           |
| _____ | Payment                            | _____       | _____           |
| _____ | Responsibility<br>Determination    | _____       | _____           |
| _____ | Fair & Reasonable<br>Determination | _____       | _____           |
| _____ | SAM/EPLS Check                     | _____       | _____           |
| _____ | Buy America                        | _____       | _____           |
| _____ | Pre-Award                          | _____       | _____           |

\_\_\_\_\_ Post Delivery \_\_\_\_\_

Public Transportation Agency Safety Plan

# Concord Kannapolis Area Transit (Rider)



July 2022



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## Section 1. Transit Agency Information

### General Information

Concord Kannapolis Area Transit (Rider)

Rider Transit Center:

45 Transit Court NW

Concord, NC 28025

704-920-RIDER (7433)

[www.ckrider.com](http://www.ckrider.com)

Rider Transit Maintenance and Operations Center:

2030 Wilshire Court SW

Concord, NC 28025

Accountable Executive: LJ Weslowski

Chief Safety Officer: Patrice Gilliam-Miller

Modes of Service:

FTA Funding Sources: FTA Section 5307, 5339, CARES Act and ARP Act

Modes of Service Directly Provided:

Bus (MB)

Complementary ADA Paratransit

Rider does not provide transit services on behalf of another transit agency or entity.

Cabarrus County has six incorporated jurisdictions: Concord, Kannapolis, Harrisburg, Locust, Midland, and Mt. Pleasant. According to the 2010 Census, 214,881 people resided in the Concord UZA, 178,011 in Cabarrus County. The 2016 population estimate of Cabarrus County projected growth to 201,624. With a current forecasted growth rate of nearly 90% percent in the next two decades, Cabarrus County's population is expected to increase to 338,000 people by 2035. The Metrolina area, including the Charlotte UZA and Concord UZA, is one of the fastest growing in the country and is expected to continue to be through 2050. These population growth factors, coupled with the increasingly congested travel already being experienced today, present both a challenge and opportunity to examine options to improve public transportation services to the residents and visitors of Cabarrus County as the area continues its meteoric growth.

The City of Concord (FTA ID #6288) is the Designated Recipient for FTA funds in the Concord UZA and is responsible for the overall coordination of the regional transportation planning process and project programming and development activities through a partnership with the Cabarrus Rowan MPO. Each transit agency in the Concord UZA is responsible for transit operational and strategic planning, including program administration, marketing, operational, and planning studies, transit asset management and capital investments, and financial planning related to management and operations of the transit systems.

Cabarrus County has both fixed route and complementary ADA paratransit public transit services. Rider Transit provides public transportation in the cities of Concord and Kannapolis,

With their eye-catching green, purple and white paint scheme, Rider Transit vehicles serve the urbanized communities of Concord and Kannapolis in Cabarrus County, North Carolina. Rider provides fixed route bus service on seven local fixed routes as well as the Concord Charlotte Express (CCX), a regional express route which connects passengers traveling from Cabarrus County to the Charlotte metropolitan area. Americans with Disabilities Act (ADA) Complementary Paratransit service is provided within  $\frac{3}{4}$  of a mile of the seven local fixed routes. Fixed route and ADA Paratransit services operate seven days a week, 5:30 a.m. to 8:30 p.m. - Monday through Friday and 8:30 a.m. to 8:30 p.m. on Saturdays and Sundays.

Rider is a joint project of the cities of Concord and Kannapolis, but is a department within the City of Concord. As the lead agency for the receipt of Federal funds, it is ultimately governed by the Concord City Council, with oversight by the 5-member Concord Kannapolis Transit Commission, made up of 2 members of Concord City Council and 2 members from Kannapolis City Council and the mayoral representation alternates between the 2 municipalities annually. There are seven full-time department positions, and include the Transit Director, Transit Manager, Transit Grant Compliance Coordinator, Transit ADA Coordinator, two Senior Customer Service Representatives, and a Transit Planner and Technology Coordinator-which is currently an archived position. The Grant Program Administrator is a 1.5 full-time position between Rider and the Concord Finance Department. Rider contracts with a private sector transit service provider to operate the fixed route and ADA Paratransit service. The current provider is Transdev with 55 positions. The 55 positions are comprised of a management team (5 positions), maintenance team (7), fixed route supervisors (7), paratransit dispatchers (3), weekend customer service specialists (2), fixed route operators (27), and paratransit operators (4).

All Rider services are based out of the Rider Transit Center, located at 45 Transit Court Northwest, in Concord. The transit center was opened the end of November 2010 and was designed to meet the Leadership in Energy and Environmental Design (LEED) Certified Silver standards. Sustainable features of the facility include recycled materials, locally sourced materials, low emitting VOC paints and adhesives, water efficient landscaping, and the extensive use of natural light. The center has ten covered sawtooth-style bus bays, indoor and outdoor customer waiting areas, customer service office, employee breakroom, police substation office, four administrative staff offices, a conference room that seats up to 20 people, electronic signboards with real-time bus information, and

multiple restrooms. Rider Transit operations, maintenance, fixed Route and Paratransit dispatch, and Paratransit scheduling are based outside of the Rider Transit Center at the Transdev facility.

Rider's Operations and Maintenance facility is located at 2030 Wilshire Court SW in Concord, 5.6 miles from the Rider Transit Center. The vehicles are stored outside in a secured, fenced area. The building has video surveillance covering the vehicle parking areas, entrances, exits, and the cash handling areas. The facility on Wilshire Court houses contract staff including:

- Offices for General Manager, Assistant General Manager, Safety and Training Manager, Human Resources/Generalist, and Maintenance Manager
- Paratransit Reservation and Dispatch and Fixed Route Dispatch
- Maintenance facility to perform preventative maintenance and medium duty repairs on all vehicles
- Wash bay where vehicle exteriors are washed at least every three days unless circumstances warrant more frequent service and daily interior cleaning and bi-weekly interior deep cleaning
- Prior to beginning service and upon completion of service, driver complete a pre and post-trip inspection with ZONAR electronic vehicle inspecting tool


All heavy repairs that cannot be completed at the Operations and Maintenance Facility are outsourced to local vendors.

The Rider vehicle fleet consists of ten hybrid electric buses for fixed route service as well as four LTVs and three vans for its ADA Paratransit service. Each fixed route bus is equipped with a bicycle rack that can accommodate up to two bikes. The vehicle fleet has an average age of 4.6 years as of October 2019. Eight out of the eleven hybrid buses were acquired in 2014, two in 2017, and one expansion vehicle in 2020. The Paratransit vans are from 2016 and the LTVs from 2017. Rider's young vehicle fleet allows it to provide quality transit service with minimal vehicle breakdowns and lower maintenance costs, and increased safety. Rider's service provider, Transdev, maintains the vehicle fleet at its Operations and Maintenance Facility in Concord.

Rider's Safety Plan addresses all applicable requirements and standards as set forth in FTA's Public Transportation Safety Program and the National Public Transportation Safety Plan.



## Section 2. Plan Development, Approval, and Updates

|   |   |   |                    |
|---|---|---|--------------------|
| <b>Name of Entity That Drafted This Plan</b>                            | Concord Kannapolis Area Transit (Rider)                   |   |                    |
| <b>Signature by the Accountable Executive</b>                           | <b>Name of Accountable Executive</b>                      | <b>Signature by the Accountable Executive</b>                                       |                    |
|   | L.J. Weslowski  |  |                    |
| <b>Approval by the Board of Directors or an Equivalent Authority</b>    | <b>Name of Individual/Entity That Approved This Plan</b>  | Approval by the Board of Directors or an Equivalent Authority                       |                    |
|   | Concord Kannapolis Area Transit Commision                 |   |                    |
|   | <b>Relevant Documentation (title and location)</b>        |   |                    |
|   | Appendix K  |   |                    |
| <b>Certification of Compliance</b>                                      | <b>Name of Individual/Entity That Certified This Plan</b> | <b>Certification of Compliance</b>  |                    |
|   | City of Concord City Council                              |   |                    |
|   | <b>Relevant Documentation (title and location)</b>        |   |                    |
|   | Appendix L  |   |                    |
| <b>Version Number and Updates</b>                                       |   |   |                    |
| <i>Record the complete history of successive versions of this plan.</i> |   |   |                    |
| <b>Version Number</b>   | <b>Section/Pages Affected</b>                             | <b>Reason for Change</b>  | <b>Date Issued</b> |
| 0   |   | Origination of Document   | 6/24/2020          |

|   |   |   |           |
|---|---|---|-----------|
| 1 | <ul style="list-style-type: none"> <li>• Chief Safety Officer name and title</li> <li>• Addition of approval with each review and update to PTASP</li> <li>• Updated System Reliability with (<i>VRM/failures</i>) calculation</li> <li>• Update to text for compliance with TAC Review Checklist.</li> <li>• Addition of Concord Kannapolis Area Transit Public Transportation System Safety Plan</li> <li>• Addition of Transdev Employee Handbook to Appendix</li> <li>• Update to formatting and wording</li> <li>• Update to Safety Risk Management to include Safety Risk Assessment</li> <li>• Updated to include Safety Training for all employees responsible for safety</li> <li>• Added CARES Act and ARP Act funding sources</li> </ul> | <ul style="list-style-type: none"> <li>• Review by PTASP Technical Assistance Center</li> <li>• Review by PTASP Technical Assistance Center</li> <li>• Review by PTASP Technical Assistance Center</li> <li>• Review by PTASP Technical Assistance Center</li> <li>• NC DOT Review</li> <li>• NC DOT Review</li> <li>• NC DOT Review</li> <li>• Review by PTASP Technical Assistance Center</li> <li>• Review by PTASP Technical Assistance Center</li> <li>• To reflect new funding sources</li> </ul> | 4/21/2021 |
|---|---|---|-----------|

|   |  |   |          |
|---|--|---|----------|
| 2 | <ul style="list-style-type: none"> <li>• Updated signatures and Target Transmitted dates</li> <li>• Updated PTSSP in Appendix J to include accurate contact information</li> <li>• Updated Safety Performance Targets</li> <li>• Updated Transdev Emergency Operations Plan</li> <li>• Update Internal and External Contact Information</li> <li>• Update Fleet Roster</li> <li>• Update Transit Agency Information</li> </ul> | <ul style="list-style-type: none"> <li>• To Reflect updated information</li> <li>• Incorrect Contact Information with staff changes</li> <li>• To reflect data from 2021</li> <li>• To reflect changes in staff, and update correct contact information.</li> <li>• To reflect current contact information for staff</li> <li>• To reflect updated fleet information and to include expansion vehicle</li> <li>• To reflect additional vehicle in fleet.</li> </ul> | 2/1/2022 |
|---|--|---|----------|

**Annual Review and Update of the Public Transportation Agency Safety Plan**

*Describe the process and timeline for conducting an annual review and update of the Public Transportation Agency Safety Plan.*

Rider Transit's Accountable Executive will begin the Annual Review and Update to the Public Transportation Agency Safety Plan will each fiscal year. Initial review will begin in March with document updates completed by May 1<sup>st</sup> to allow the Concord Kannapolis Transit Commission, City of Concord City Council, and Cabarrus Rowan MPO's approval prior to July 1<sup>st</sup>.

Rider Transit may need to modify the outside of this annual review Public Transportation Agency Safety Plan out of cycle with any updates to policies, procedures, staffing, creation/deletion of meetings or boards, etc. These changes will occur within thirty (30) calendar days of a modification request, the Chief Safety Officer, or Safety and Training personnel will present the Accountable Executive with the modified plan for review and signature. The Accountable Executive will then propose the modified plan to the Concord Kannapolis Transit Commission, City of Concord City Council, and the Rowan Cabarrus MPO for approval.

## Section 3. Safety Performance Targets

| <b>Safety Performance Targets</b>   |                   |                                  |                 |                                |                      |                                     |  |
|---|-------------------|----------------------------------|-----------------|--------------------------------|----------------------|-------------------------------------|--|
| <i>Specify performance targets based on the safety performance measures established under the National Public Transportation Safety Plan.</i>   |                   |                                  |                 |                                |                      |                                     |  |
| Rider Transit established safety performance targets for the period July 1, 2022 through June 30 <sup>th</sup> 2023, based on our review of Rider Transit’s safety performance data, vehicle revenue miles (VRM), and major mechanical system failures reported to the National Transit Database (NTD). |                   |                                  |                 |                                |                      |                                     |  |
| <b>Mode of Transit Service</b>  | <b>Fatalities</b> | <b>Fatalities (per 100k VRM)</b> | <b>Injuries</b> | <b>Injuries (per 100k VRM)</b> | <b>Safety Events</b> | <b>Safety Events (per 100k VRM)</b> | <b>System Reliability (VRM/failures)</b> |
| <b>Fixed Route Bus</b>  | 0                 | 0                                | 2               | 1.24                           | 4                    | 2.48                                | 44,560                                   |
| <b>Demand Response</b>  | 0                 | 0                                | 2               | 2.62                           | 0                    | 0                                   | 16,362                                   |

### *Performance Measures:*

- ◆ **SAFETY PERFORMANCE MEASURE: FATALITIES**
  - *Customers, employees and the public*
    - 0 – Fatalities on Fixed Route
    - 0 – Fatalities on Demand Response
    - 712,955 – Revenue miles on Fixed Route
    - 130,893 – Revenue miles on Demand Response
- ◆ **SAFETY PERFORMANCE MEASURE: INJURIES (total number of reportable injuries and rate per total vehicle revenue miles by mode)**
  - *Customers, employees and the public*
    - 2 – Accidents with injuries on Fixed Route
    - 2 – Accidents with injuries on Demand Response
    - 712,955 – Revenue miles on Fixed Route
    - 130,893 – Revenue miles on Demand Response
- ◆ **SAFETY PERFORMANCE MEASURE: SAFETY EVENTS (total number of reportable events and rate per total vehicle revenue miles by mode)**
  - *Combined above with reportable incidents for customers, employees and the public*
    - 4 – Safety incidents on Fixed Route
    - 0 – Safety incidents on Demand Response
    - 712,955 – Revenue miles on Fixed Route
    - 130,893 – Revenue miles on Demand Response
- ◆ **SAFETY PERFORMANCE MEASURE: SYSTEM RELIABILITY (VRM/major mechanical failures)**
  - 16-Major Mechanical Failures on Fixed Route
  - 8-Major Mechanical Failures on Demand Response
  - 712,955 – Revenue miles on Fixed Route
  - 130,893 – Revenue miles on Demand Response

**Safety Performance Target Coordination**

*Describe the coordination with the State and Metropolitan Planning Organization(s) (MPO) in the selection of State and MPO safety performance targets.*

Concord Kannapolis Area Transit (Rider) will coordinate, to the maximum extent practicable, with NCDOT and Cabarrus Rowan Metropolitan Planning Organization to support the selection of State and MPO transit safety performance targets as part of our continued coordination of transit data. This data also includes Transit Asset Management Plan updates and anticipated capital replacement schedules.

| <b>Targets Transmitted to the State</b>                                 | <b>State Entity Name</b>                                | <b>Date Targets Transmitted</b> |
|---|---|---------------------------------|
|   | NCDOT   |                                 |
| <b>Targets Transmitted to the Metropolitan Planning Organization(s)</b> | <b>Metropolitan Planning Organization Name</b>          | <b>Date Targets Transmitted</b> |
|   | Cabarrus Rowan Urban Metropolitan Planning Organization |                                 |

## Section 4. Safety Management Policy

### Safety Management Policy Statement

Concord Kannapolis Area Transit (Rider) strives to provide safe, reliable, comfortable, and innovative transportation options to every member of the community. The Public Transportation Agency Safety Plan (PTASP) has been developed to integrate safety into all Rider's system operations. By using the procedures contained in the PTASP, Rider can continue to improve the safety and security of Rider's operation and services.

This PTASP describes the policies, procedures, and requirements to be followed by management, maintenance, and operations personnel to provide a safe environment for Rider's employees, customers, and the general public. The goal of this program is to eliminate the human and fiscal cost of avoidable personal injury and vehicle accidents.

Each department has a responsibility under the PTASP. The Director and supervisors shall provide the continuing support necessary to achieve the PTASP objectives. A key to the success of this effort is for employees to be aware that they are accountable for safely performing the requirements of their position. The success of the program also depends on all employees actively identifying potential hazards and making a commitment to the safety of others.

Rider must be aware that decisions and actions often affect the safety of those in other operations. By following the processes described in the PTASP, Rider will continue to improve performance and the safety of the system while creating a culture of safety.

Concord Kannapolis Area Transit (Rider)'s commitment is to:

- **Support** the management of safety through the provision of appropriate resources that will result in an organizational culture that fosters safe practices, encourages effective employee safety reporting and communication, and actively manages safety with the same attention to results as the attention to the results of the other management systems of the organization
- **Integrate** the management of safety among the primary responsibilities of all managers and employees
- **Clearly define** for all staff, managers, and employees alike, their accountabilities and responsibilities for the delivery of the organization's safety performance and the performance of Rider's safety management system
- **Establish and operate** hazard identification and analysis, and safety risk evaluation activities--including an employee safety reporting program as a fundamental source for safety concerns and hazard identification--to eliminate or mitigate the safety risks of the consequences of hazards resulting from Rider's operations or activities to a point which is consistent with an acceptable level of safety performance
- **Ensure** that no action will be taken against any employee who discloses a safety concern through the employee safety reporting program, unless disclosure indicates, beyond any reasonable doubt, an illegal act, gross negligence, or a deliberate or willful disregard of regulations or procedures
- **Comply** with, and wherever possible exceed, legislative and regulatory requirements and standards
- **Ensure** that sufficient skilled and trained human resources are available to implement safety management processes



- **Ensure** that all staff are provided with adequate and appropriate safety-related information and training, are competent in safety management matters, and are allocated only tasks commensurate with their skills
- **Establish and measure** safety performance against realistic and data-driven safety performance indicators and safety performance targets
- **Continually improve** safety performance through management processes that ensure that appropriate safety management action is taken and is effective
- **Ensure** externally supplied systems and services to support operations are delivered, meeting established safety performance standard
- **Coordinate** to the maximum extent practicable, with the State and MPO to support the selection of State and MPO transit safety performance targets.
- **Communicate** safety actions taken in response to reports submitted through an employee safety reporting program.

Concord Kannapolis Area Transit (Rider)'s Goals for Safety are established as follows:

- In collaboration with the cities of Concord and Kannapolis, design, construct, test, and operate a transportation system that achieves an optimum level of safety, exceeding the safety performance of other transit systems of a similar size in the United States
- Identify and evaluate, then eliminate or control hazards to employees, customers, and the public
- Meet or exceed all government and industry occupational health and safety standards and practices
- Maximize the safety of future operations by affecting the design and procurement processes

The objectives of the PTASP are the means to achieving its goals. They also provide a method of evaluating the effectiveness of Rider's safety efforts. The PTASP objectives are:

- Integrate safety management and hazard control practices within each Rider department
- Assign responsibilities for developing, updating, complying with, and enforcing safety policies, procedures, and requirements
- Verify compliance with Rider's safety policies, procedures, and requirements through performance evaluations, accident/incident trends, and internal audits
- Investigate all accidents/incidents, including identifying and documenting the causes for the purpose of implementing corrective action to prevent a recurrence
- Increase investigation and systematic documentation of near misses.
- Identify, analyze and resolve safety hazards in a timely manner
- Minimize system modifications during the operational phase by establishing and utilizing safety controls at system design and procurement phases
- Ensure that system modifications do not create new hazards
- Train employees and supervisors on the safety components of their job functions

Concord Kannapolis Area Transit takes these commitments seriously as the lives of our riders, employees and the general public depend on Rider's ability to operate in a culture of safety



Accountable Executive

2/1/2022

Date

## Safety Management Policy Communication

Rider realizes the importance of ensuring its employees and riders are aware of Rider safety management policies and procedures to effectively manage the system's day to day operations. To do this, Rider relies on several forms of effective communication.

Employees: Rider is constantly evaluating existing policies and procedures to verify their effectiveness. To do this, Rider seeks input from staff, to determine if change is necessary based on trends, data analysis, operational changes or new assets. Several methods are used to communicate policy and/or procedure changes, including:

- ◆ Bulletin board notices
- ◆ Employee email notification
- ◆ Departmental meetings including but not limited to: Staff Meetings, Safety Meetings, and Service Provider Meetings
- ◆ Review with Transit Commission and Concord City Council if appropriate

Rider includes a training element for safety management policies impacting safety or service delivery and is conducted before the policy effective date. New policies and procedures are incorporated into orientation training for new employees as well.

Depending on the importance of the policy or procedure change, an acknowledgement signature is required of each employee verifying their understanding of the change.

Riders: If a rider policy is changed or added, Rider notifies riders through the following methods:

- ◆ Notice posted on vehicle and facilities including effective date and who to contact for more information
- ◆ Changes to ride guides as appropriate
- ◆ Public Meetings including Transit Commission Meetings
- ◆ Social Media
- ◆ Any services impacted by policies changes will include outreach as required by Federal Guidance.

## Authorities, Accountabilities, and Responsibilities

The ultimate authority for the success of this PTASP falls to the Accountable Executive (AE). The Chief Safety Officer, the administration and management team, as well as employees fulfilling their commitment to safety on a day-to-day basis support the AE.

Rider's Accountable Executive (AE) will determine the level of Safety Management System principals to maintain to ensure a safe work environment, rider experience and community safety. Rider's AE is committed to providing employees with the tools and training needed to be successful and safe in their roles with Rider. The AE will

continually strive to create a culture of safety among the employees, and Rider expects each employee to play a role in maintaining a safe workplace.

Rider's AE is accountable for ensuring that the agency's SMS is effectively implemented throughout the agency's public transportation system. The AE is accountable for ensuring action is taken, as necessary, to address substandard performance in the agency's SMS. They may delegate specific responsibilities, but the ultimate accountability for the transit agency's safety performance cannot be delegated and always rests with the AE. They are also responsible for the following:

- Developing and maintaining SMS documentation
- Directing hazard identification and safety risk assessment
- Monitoring safety risk mitigation activities
- Providing periodic reports on safety performance
- Briefing the Accountable Executive and Board of Directors on SMS implementation progress
- Planning safety management training not covered by the Chief Safety Officer
- Oversight of the Chief Safety Officer to ensure compliance with this document.
- Revisions of this document

The current AE, LJ Weslowski, is also the Transit Director and has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. § 5329(d), and the agency's Transit Asset Management Plan in accordance with 49 U.S.C. § 5326.

**Chief Safety Officer (CSO):** Rider Transit has concluded one CSO will be sufficient to manage the day to day adherence to this Plan and, while in this role, report directly to the AE. As CSO, Patrice Gilliam-Miller will monitor safety and security throughout the organization including sub-contractors. All departments have been notified of the CSO's role and the established reporting requirements relating to safety-related matters. The CSO has been adequately trained for this role and has the authority and responsibility for day-to-day implementation and operation of Rider's SMS. Along with CSO responsibilities, the CSO is also the Transdev General Manager for Concord Kannapolis Area Transit.

- New Hire Education (in-classroom and behind the wheel)
- Directing hazard identification and safety risk assessment
- Monitoring safety risk mitigation activities
- Re-education and Coaching based on safety incidents
- Holding Monthly Safety Meetings for all operators
- Maintaining all records of incidents, accidents, and safety concerns
- Reporting Safety Performance Data annually
- Following all Safety Policies and Procedures of Transdev Corporate
- Briefing the Accountable Executive of any safety concerns or changes in safety policies and procedures
- Planning any additional safety training for the drivers

## Roll of Staff to Develop and Manage Safety Management Systems (SMS)

### Accountable Executive

The Accountable Executive (AE), who also serves as Transit Director, will work with the Chief Safety Officer and Administrative staff to adjust the PTASP as needed based on staff feedback, trends, and data analysis. The AE is vested with the primary responsibility for the activities of the transit system and overall safety performance. The AE fulfills these responsibilities by providing the resources necessary to achieve PTASP goals and objectives by exercising the approval authority for system modifications as warranted. The AE also sets the agenda and facilitates the cooperative decision making of the management team.

### Chief Safety Officer

For purposes of managing the SMS and PTASP, the Chief Safety Officer will report directly to the AE to determine strategy, policy, and goals for maintaining safety and security for passengers, employees, and the general public. The Contract Service Provider will monitor day to day operations and work with staff to identify and mitigate risk through evaluation, feedback, and data analysis.

### Supervisors

Supervisors are responsible for the safety performance of all personnel and equipment under their supervision. They are responsible for the initial investigation of all accidents and incidents, and for reporting these accidents and incidents to the Human Resources, Risk Management and Transportation Operations Department.

### Transit Manager

Transit Manager will provide the continuing support necessary to achieve the PTASP objectives and are responsible for performing their work safely and for following established safety-related rules, procedures, and work practices. This includes reporting all accidents, incidents, and hazards to the Transit Director/AE per established requirements for the protection of themselves, co-workers, customers, facilities, and equipment.

### Employees

All Rider personnel are responsible for performing their work safely and for following established safety-related rules, procedures, and work practices. This includes reporting all accidents, incidents, and hazards to their supervisor per established requirements for the protection of themselves, co-workers, customers, facilities, and equipment.

### Key Staff

Rider staff will be responsible for maintaining high standards of safety, customer service, and security. The Employee Safety Reporting Program (ESRP) will define the employees' role to identify and mitigate risk through open communication to superiors including the Chief Safety Officer and AE. Administrative staff will be instrumental in ensuring action is taken to reduce risk and the whole system is continuously monitored to ensure actions are effective and appropriate.

Rider staff will be involved with updates, modifications and implementation of the PTASP. Each staff member brings a valued perspective to the development of policies and procedures he or she will be expected to implement. Every opportunity will be given for employees and riders to provide input to increasing safety at Rider. Those opportunities include monthly safety meetings of Rider staff, monthly safety meetings for Contractor staff, monthly service provider meetings, annual safety week through City of Concord for all Rider staff, and an open-door policy with access to all management staff.

## Employee Safety Reporting Program (ESRP)

Rider is determined to provide a safe working environment for its employees, riders and the general public. To ensure success, Rider uses Transdev policy of safety reporting to enable employees to report any risk or perceived risk to any supervisor or management staff.

The ESRP allows each employee to report detailed information and observations whether they are a driver in service, maintenance staff, or other on-duty employee. This program dovetails with other methods currently in place to proactively identify hazards or threats. Those methods include but are not limited to the following:

- ◆ Pre/Post Trip Inspections with use of ZONAR, the Electronic Vehicle Inspection Report
- ◆ Preventive Maintenance Inspections
- ◆ Employee Evaluations
- ◆ Facility Maintenance Plan
- ◆ Service Evaluation and Planning Program
- ◆ Training Program
- ◆ Rider and Public Complaint/Compliment Process
- ◆ Safety and Employee Meetings
- ◆ Incident/Accident Policies
- ◆ Anonymous Reporting of Safety Concerns through forms or by contacting Transdev's Legal or HR department.

Please see the Incident Reporting (Safety Policy #6) document in Appendix B for additional information regarding policy, purpose, procedure, and incident types of incident reporting.

### Immediate Action Required

If you have identified a hazard which you perceive to be a risk to yourself, fellow employees, passengers, or the public you must report it immediately to the on-duty supervisor/dispatcher. Once reported you must determine if immediate action is necessary to prevent additional risk. If so, communicate to supervisor before taking action if time allows. Once action has been taken to mitigate the potential harm to yourself, others or property advise a supervisor of the results of your actions. Once you are able, complete an incident or accident report with complete information and give to supervisor on-duty.

### Delayed Action Required

Once a hazard has been identified, the Rider employee should assess if the hazard requires immediate action to reduce the risk of if delayed action can be taken. If appropriate an incident form will need to be completed.

### Role of Supervisor

The on-duty supervisor is responsible for advising the employee on immediate action or delayed action to mitigate a hazard. The supervisor must then review the Operator Incident Report or Operator Accident Report to ensure all information is included adding additional information from their perspective. Once the form is complete it must be reviewed by the Chief Safety Officer to determine action necessary, investigate root cause of hazard and follow-up.

### The Chief Safety Officer

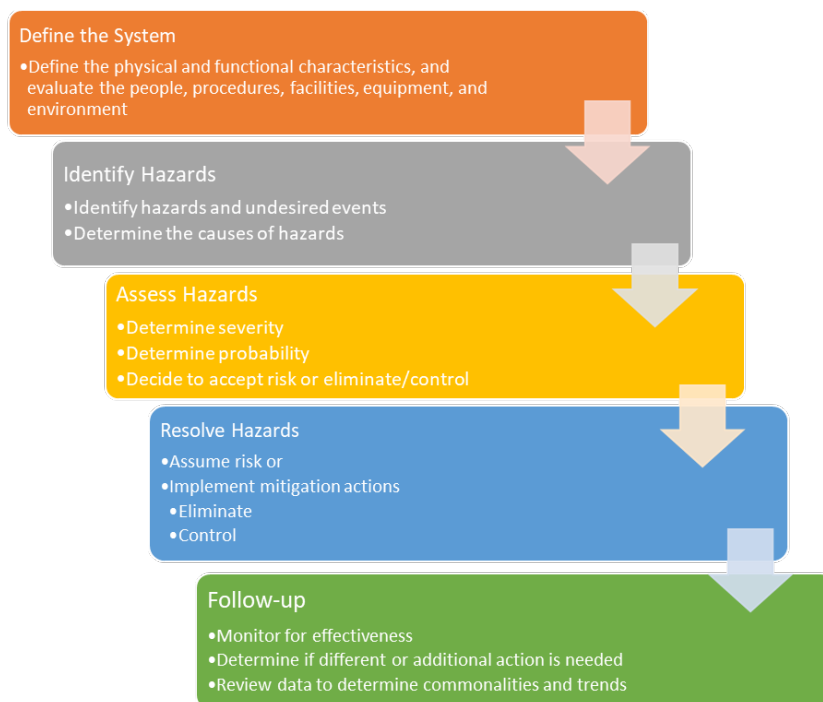
The Chief Safety Officer is responsible for determining the status of each hazard reported as indicated in Safety Policy # 2 in Appendix C. In some cases, hazards may be identified and are not able to be resolved but actions are taken to reduce the risk of the hazard. It is Rider's goal to eliminate all identified hazards if possible. Some hazards may require continuous monitoring to ensure the hazard does not elevate to an action level.

All hazard reports will be documented and integrated into current performance measures and data collection. The Chief Safety Officer will track each hazard to completion and recommend policy or procedural changes if needed as a result of the hazard mitigation. Documentation will be maintained by the Chief Safety Officer and a log will be kept in the google form to allow for quick access by all Rider employees. Identified hazards will be reviewed and entered into the agency’s Safety Risk Management process if appropriate and all employees will be informed of safety actions taken in response to reports submitted through the employee safety reporting program.

### Concord Kannapolis Area Transit (Rider) Responsibility

Rider takes every hazard report seriously and investigates each one to determine if it’s an isolated case, or emerging trend requiring evaluation of policies and procedures or service modifications. Although all employees are encouraged to report safety conditions to senior management without threat of disciplinary action, disciplinary action could result if the condition reported reveals the employee willfully participated in or conducted an illegal act, gross negligence or deliberate or willful disregard of regulations or procedures, including violating motor vehicle laws or safety policies adopted by the contractor. Rider wants to encourage all employees to report any hazard or threat they observe and help make the Rider system as safe as possible for its employees, riders, and the general public. Employees may report the hazard to their immediate supervisor, go directly to the Chief Safety Officer, or Rider or Transdev Administrative staff to submit and discuss their report. They can use ZONAR to report safety concerns during pre/post trip inspections, and there is also a form available to all employees to report safety concerns anonymously. Employees have access to this form at the Rider Transit Center or at the Wilshire Court Transdev facility and may place in the mailbox of any Rider or Transdev administrative staff.

The following process chart illustrates the steps taken as part of the hazard identification process through the ESRP.





## Rider Transit’s Employee Safety Reporting Program and Analyzing

Per the Transdev Employee Handbook in Appendix I, Employees are encouraged to immediately report any concern to the Legal or Human Resources Departments or to the Ethics & Compliance Hotline which is available 24/7 and is operated by a third-party company to allow anonymity if preferred.

Transdev Safety Policy # 6-Incident Reporting states that all incidents or safety conditions should then be reviewed to determine if they are, in fact, hazards and if they are, they should be entered into WebRisk within 24 hours and should be updated with information as it becomes available. WebRisk provides analysis of monthly, quarterly, and annual data to show trends. If trends appear in accident and incident reporting, the topic is addressed at Employee Safety Meetings which are scheduled to occur monthly.

## Section 5. Safety Risk Management

Safety risk assessment is an ongoing process that encompasses hazards identified through the agency’s hazard identification process. Rider Transit provides training to all personnel in the identification of hazards and security threat while also providing tools to enable personnel to report these risks. Once the risk has been identified Rider conducts an assessment of the risk to determine the necessary response and response time. The response may include further investigation or monitoring, action(s) to mitigate the hazard or security threat and follow-up assessment to ensure action taken is appropriate and effective.

### Safety Hazard Identification:

Rider Transit has established formal requirements for proactive identification of hazards. The primary methods used to identify hazards and threats to the transit system are the collection of historical data, inspections, safety issues reported by employees, and incident reports submitted by operators and supervisors, and information provided by federal and state agencies, including the FTA and NCDOT, and local law enforcement.

Potential sources that are regularly reviewed for hazard information include, but are not limited to, the following:

| Hazard Information Source  | Responsibility   | Production / Review Frequency |
|--|--|-------------------------------|
| <b>Supervisor daily log</b>  | General Manager, Assistant General Manager/Safety  | Daily                         |
| <b>Maintenance shift reports</b>   | Maintenance Manager  | Daily                         |
| <b>Pre/Post Trip Inspections</b>   | Maintenance Manger   | Daily                         |
| <b>Safety Meeting reports/agendas</b>  | Route Supervisor, General Manager, Assistant General Manager/Safety, Operational Safety Supervisor | Monthly or as needed          |
| <b>Statistical reports / historical data</b>   | General Manager, Assistant General Manager/Safety  | Annually                      |
| <b>Internal and external audits and inspections</b> (including FTA and NCDOT audits and inspections) | General Manager, Assistant General Manager/Safety, Operational Safety Supervisor                   | As needed                     |
| <b>Passenger/public customer complaints/concerns</b>   | General Manager, Assistant General Manager/Safety, Operational Safety Supervisor                   | As needed                     |

|  |  |           |
|--|--|-----------|
| <b>Incident/accident reports</b>   | Route Supervisor   | As needed |
| <b>Information from public safety officials, local governments, and emergency management personnel</b> | General Manager, Assistant General Manager/Safety, Operational Safety Supervisor | As needed |
| <b>Employee safety reports to supervisors or management</b>  | All  | As needed |
| <b>Claims/injury data</b>  | General Manager, Assistant General Manager/Safety, Operational Safety Supervisor | As needed |

**Hazard Identification Procedure**

Any employee seeing something through inspection or observation they deem to be a hazard are instructed to immediately report that hazard to the immediate supervisor regardless of the perceived level of threat. Depending on the situation, either the immediate supervisor or the employee will complete an Incident or Accident Report and submit it to the Chief Safety Officer.

If the hazard requires immediate mitigation, the employee will be instructed on steps to take to reduce the risk which may or may not alleviate the risk completely. Additional actions may be taken once the immediate risk mitigation has been taken. Some hazards may not pose an immediate risk but are still reported and the Chief Safety Officer will be responsible for risk assessment, investigation and mitigation strategy.

In some cases, a passenger or member of the general public may call Rider with a complaint about a front-line employee which may rise to the level of hazardous behavior or actions. Rider currently documents all customer complaints/compliments and incidents with CityWorks and takes appropriate action to investigate any complaints and review all incidents. Complaints/incidents deemed hazardous will trigger immediate action by the Chief Safety Officer. Rider Administrative Staff reviews all complaints/incidents to determine if they are safety/security related. Reports containing only safety/security complaints/incidents are reviewed quarterly for analysis and tracking. Rider Transit Administrative staff also review all safety/security and accident/incident reports to ensure compliance with this document. Safety promotion

Incident and Accident Report Forms will be located on all vehicles along with standard safety kits for accident and incident. All Customer Service Representatives (CSRs), Dispatch, Operations, and Maintenance Departments will have access to these forms and kits as well. A copy of the form is located in Appendix D.

The Accident or Incident Report Form will require the employee to briefly describe the hazard noting date, time of day, location, and other pertinent information. They also require a signature and a date and time submitted by the Rider employee completing the form. All forms will be processed by the Chief Safety Officer and summarized periodically for trend analysis and include in safety performance measures.

49 CFR part 673.5

*Hazard* means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

## Safety Risk Assessment

Rider Transit conducts an analysis and evaluation process for all reported hazards to ensure that hazards are managed in order of their priority to the agency.

During Service Provider meetings, the Rider Transit and Transdev management teams review and discuss new hazards. Rider Transit hazard analysis activities are carried out in coordination with subject matter experts as necessary. Occasionally, MOVTA may consult with outside federal and state bodies including the FTA and NCDOT as a component of the hazard analysis process. Transdev's management team coordinates each of these steps to ensure that the agency has appropriately considered all human factors, environmental factors, supervision elements, and organizational elements when analyzing hazards.

Rider Transit's management team is directly involved in the review of all high-, serious-, medium-, and low-priority hazards, with the exception of hazards that have been immediately mitigated by frontline employees or minor disciplinary actions in response to rule violations not constituting systematic, widespread issues. The Accountable Executive assists in the development and implementation of appropriate mitigating actions for all hazards. All necessary information pertaining to a specific accident or event occurrence will be contained in CityWorks and documented on the operator and supervisor reports, and assessed by the Transdev's Safety manager.

Rider's safety risk evaluation activities include a formal process of evaluating safety risk in terms of probability and severity, in consideration of any mitigation measures already in place. The agency's activities and tools to evaluate and prioritize safety risks associated with the consequences of identified hazards include discussion of all hazards in the Service Provider meeting, accountable executive, chief safety officer, and subject matter expert review, and application of a rating system to formally assess the probability and potential severity of reported hazards.

As identified in the Definitions section, risk may be understood as the composite of predicted severity and likelihood of the potential effect of a hazard. Severity means the anticipated effects of a consequence, should it materialize, considering the worst credible condition. Probability means the likelihood that hazard consequences might occur, considering the worst foreseeable condition.

## Risk Identification and Assessment

A risk or threat is any action with the potential to cause harm in the form of death, injury, destruction of property, interruption of operations or denial of services. Rider Transit's risks and threats include accidents and incidents, hazardous materials, fires, acts of nature or any event that could be perpetrated by criminals, disgruntled employees or terrorists.

Risk and Threat analysis defines the level or degree of the risks and threats by evaluating the probability and impact of the risk or threat. The process involves gathering historical data about hazardous or threatening events and evaluating which information is relevant in assessing the threats against Rider Transit. Some of the questions answered in our risk and threat analysis include:

- How safe are vehicles and equipment?
- How secure is the transportation facility?
- What event(s) or act(s) of nature has a reasonable probability of occurring?
- Have similar-sized agencies been targets of criminal or terrorist acts in the past?
- How significant would the impacts be?

The next step is to identify a set of viable risks to your Elements of Operation. Rider Transit uses a method used to identify the risks to the company's Elements of Operation is the collection of historical data through incident reports submitted by drivers and supervisors and information provided by local law enforcement and contractors, events which have occurred to other companies, and terrorist acts and activities that could affect company operations.

Information resources include, but are not limited to the following:

- Driver incident reports
- Risk management reports
- Facility security inspection reports
- Bus maintenance reports
- Marketing surveys
- Passengers' communication ex. complaints, survey comments
- Management's written concerns
- Staff meeting notes
- Federal, state and local law enforcement and Homeland Security Advisories
- National Threat Levels determined by the Department of Homeland Security
- Statistical reports
- Special requests
- Type of incidents
  - Crimes against persons
  - Crimes against property
  - General incidents
- Disposition of incidents

The risks and threats that are most likely to occur include the following disruptive incidents:

- Drunkenness
- Disorderly conduct
- Disputes
- Minor assaults

Other potential occurrences include:

- Road Rage
- Robberies
- Hijacking
- Improvised Explosive Devices
- Biological or Chemical Weapons

Risks are evaluated on the relative likelihood of a criminal or terrorist act occurring. However, this is not likelihood in the traditional sense of the word, since there are not sufficient historical data to know the probabilities of any future terrorist acts; it is simply used as a good substitute.

### Risk Severity Matrix Scoring System

Using a scale of 1 to 4, rate each element of Rider Transit's vulnerability to all identified risks and threats, with one being the least vulnerable, to four being the most vulnerable (attack is likely to significantly impact the element of operations). Ratings should be based on an evaluation of current security procedures, equipment, training, and existing mitigations. Notes should be kept for each asset, identifying specific vulnerabilities or security gaps.

- **Catastrophic – 4:** Conditions are such that human error, environment, design deficiencies, element, subsystem or component failure, or procedural deficiencies may commonly cause death or major system loss
- **Critical – 3:** Conditions are such that human error, environment, design deficiencies, element, subsystem or component failure or procedural deficiencies may commonly cause severe injury or illness or major system damage

- **Marginal – 2:** Conditions may commonly cause minor injury or illness or minor systems damage such that human error, environment, design deficiencies, subsystem or component failure or procedural deficiencies can be counteracted or controlled without severe injury, illness or major system damage
- **Negligible – 1:** Conditions are such that personnel error, environment, design deficiencies, subsystem or component failure or procedural deficiencies will result in no, or less than minor, illness, injury or system damage

Vulnerability/Probability Matrix Scoring System

Using a scale of A to E, rate each element of Rider Transit’s vulnerability to all identified risks and threats, with A being most likely to occur, E being the least likely/highly improbable. Ratings should be based on an evaluation of current security procedures, equipment, and training. Notes should be kept for each asset, identifying specific vulnerabilities, hazards, or security gaps.

- **Frequent – 5:** Likely to occur often in the life of an item
- **Probable – 4:** Will occur several times in the life of an item
- **Occasional – 3:** Likely to occur sometime in the life of an item
- **Remote – 2:** Unlikely but possible to occur in the life of an item
- **Improbable – 1:** So unlikely, it can be assumed occurrence may not be experienced

Consequence Assessment

The next step in the risk assessment is to evaluate the consequence of each of the identified risks and threats to the Elements of Operations. The consequence of an event will include a number of impacts to Rider Transit customers and the Cities of Concord and Kannapolis, including: casualties, business impact, economic impact, and replacement cost.

Calculation of Risk

The final step in the risk assessment is to calculate a level of relative Risk for each of the identified risks and threats against each Element of Operations. The level of relative Risk is calculated as the product of the Threat rating, the Vulnerability rating, and the Consequence rating.

$$\text{Risk} = \text{Threat} \times \text{Vulnerability} \times \text{Consequence}$$

|             |                | Severity         |              |              |              |
|-------------|----------------|------------------|--------------|--------------|--------------|
|             |                | Catastrophic – 4 | Critical – 3 | Moderate – 2 | Marginal - 1 |
| Probability | Frequent – 5   | High – 20        | High -15     | High – 10    | Medium - 5   |
|             | Probable – 4   | High - 16        | High -12     | Serious – 8  | Medium - 4   |
|             | Occasional – 3 | High – 12        | Serious – 8  | Medium – 6   | Low - 3      |
|             | Remote – 2     | Serious – 8      | Medium – 6   | Medium – 4   | Low - 2      |
|             | Improbable - 1 | Medium – 4       | Low – 3      | Low – 2      | Low - 1      |

### Prioritizing Needs

The last step is to decide which vulnerabilities need to be addressed, the order in which they should be addressed, and the relative value of various risk mitigation solutions.

High-risk threats to Elements of Operations should be identified and prioritized. Reviewing the notes that were developed as part of the vulnerability assessment, specific risk reduction measures should be identified. These measures include security systems or devices, personnel, response capabilities, training, or exercises with the ultimate goal of reducing those risks.

Based on the results of the safety risk assessment, the safety risk associated with the worst credible potential consequences of identified hazards will be resolved through the development and implementation of mitigations. Mitigations may:

- Eliminate the safety risk of a hazard;
- Reduce the likelihood of the potential consequences of a hazard; and/or
- Reduce the severity of the potential consequences of a hazard.

The goal of Rider Transit's safety risk mitigation process is to eliminate the hazard if possible. When a hazard cannot be eliminated, Rider Transit will reduce the associated risk to the lowest acceptable level within the constraints of cost, schedule, and performance by:

- Eliminate hazards through design selection
- Reduce risk through design alteration;
- Incorporate engineered features or devices;
- Provide warning devices; and
- Incorporate signage, procedures, training, and personal protective equipment.

The AE and Rider staff will monitor its operations to identify any safety risk mitigations that may be ineffective, inappropriate, or were not implemented as intended. This activity may include the use of mitigation monitoring plans.

The CSO will be responsible for reviewing the status of actions to implement mitigations and report any findings or concerns to the Accountable Executive. The CSO will include any necessary information on the development and implementation of safety risk mitigations in monthly Service Provider meetings with Rider Management staff. This includes Complementary ADA Paratransit safety risk mitigation.

The Concord Kannapolis Area Transit Public Transportation System Safety Plan (PTSSP) in Appendix J includes Safety and Security Roles and Responsibilities, Critical Assets, and Safety Risk and Threat Vulnerability Assessment, Reduction of Vulnerabilities, and Capabilities Assessment. These tools are used to determine and reduce the likelihood and severity of potential consequences of hazards.

### Safety Risk Mitigation

Rider's safety risk mitigation strategies include the development of corrective and preventative actions to ensure that hazardous conditions do not recur.



Rider and Transdev management teams develop corrective actions for all hazards in consultation with frontline personnel and subject matter experts as necessary and are involved the mitigation of all hazards except those that can be repaired immediately by supervisors or frontline personnel. The CSO will ensure that all reports for safety risk mitigations and associated mitigation plans are maintained for at least 3 years.

Each corrective action developed in response to a hazard identified by Rider shall include, but will not be limited to, the following information:

- Date identified
- Responsible individual or department
- Hazard description
- Hazard analysis results (likelihood, severity, and cumulative risk level)
- Corrective action plan summary identifying actions to control, minimize, or eliminate the hazards and risks identified
- Verification activities required to demonstrate that the corrective action has been successfully carried out
- Timeline for completion of corrective action / mitigation and expected closure date
- Interim actions and milestones, if necessary
- Status (open/closed)
- Comments

While many corrective and mitigating actions taken by Rider in response to hazards are relatively straightforward and do not require tracking over multiple months, Rider ensures that this information is documented for all hazards independent of their priority.

### Hazard Tracking and Recordkeeping

Rider will maintain all reports and action plans for all data and information related to the proactive and reactive identification of hazards, as well any corrective actions developed under the safety risk mitigation process.

During the annual PTASP review and update, Rider AE and CSO will review records produced during Safety Risk Management activities and discuss the results of the program over the previous year to evaluate the effectiveness of the agency's Safety Risk Management process as a whole. This review process extends to safety risk evaluation records, hazard identification and analysis practices, the corrective action plan process, and reviews of the Hazard Log during Safety Committee meetings, to ensure that all aspects of the process are functioning effectively and that hazards are properly identified and mitigated.

## Section 6. Safety Performance Monitoring and Measurement

ST uses Safety Performance Monitoring and Measurement to evaluate our compliance with operations and maintenance procedures and to determine whether our existing rules and procedures are sufficient to control our safety risk. ST also uses Safety Performance Monitoring and Measurement to assess the effectiveness of safety risk mitigations and to make sure the mitigations are appropriate and implemented as intended. Safety Performance Monitoring and Measurement activities also include investigating safety events to identify causal factors and analyzing the information from safety reporting, including data about safety failures, defects, and conditions.

Rider is constantly striving to maintain the highest level of safety through its monitoring methods to include adherence to policies and procedures, safety and maintenance plans, and system and employee evaluation

processes. These methods allow Rider to determine the need to make changes to improve policies, employee training and service delivery.

The Chief Safety Officer will monitor operations and maintenance continuously through observation, data analysis, communication and safety updates to identify mitigation strategies that may be ineffective. If mitigation actions are found to be ineffective additional strategies will be developed through key and impacted staff feedback.

## Maintenance

### Maintenance Standards and Procedures

Standards and procedures are included in the City of Concord/Concord Kannapolis Area Transit (Rider) Vehicle Maintenance Plan and are in accordance with The State of Good Repair standards as defined by the National Safety Program and National Transit Asset Management (TAM) System, found in 49 CFR Part 625. These set forth conditions when safety risk analysis must be performed on capital assets such as equipment, rolling stock, infrastructure, and facilities. In general, maintenance procedures are designed to ensure that the maintenance recommendations of the manufacturer are met, maximum efficiency in performance and operation is obtained, and maximum bus life and condition are maintained. Daily bus inspections, an active Preventive Maintenance Program, contractor oversight, and careful monitoring are included in procedures to ensure the safety of buses and adequacy of the Vehicle Maintenance Plan. It is located in Appendix F for additional information.

### Operator Inspections

Specific procedures are outlined and monitored to ensure that all vehicles are inspected prior to the transit vehicle being put into service each day, whenever driver shift changes occur during revenue service, and at the end of the day when service ends and vehicles return to the Operations & Maintenance facility. Drivers complete the applicable checklist of essential maintenance elements and record the results utilizing the Zonar Electronic Vehicle Inspection Report system.

Critical safety related items found during any vehicle inspection will result in that vehicle being yarded and not allowed into service until those critical items are satisfactorily repaired. Noncritical pre-trip inspection defects noted are reviewed by the Service Provider Maintenance Manager for prioritization when the vehicles return from revenue service that day. Relief and Post-trip inspections are monitored and reviewed daily by the Maintenance Manager for any noted defects by Maintenance personnel when the vehicle returns from revenue service and prioritized for repair.

**Daily Servicing and Inspections.** The Rider Maintenance Department maintains stores of and provide lubricants, fluids, repairs, parts, and supplies required for the maintenance and operation of all revenue service vehicles and service vehicles utilized in providing the Fixed Route bus and Complementary ADA Paratransit Services. This also includes cleaning of the interior and exterior of the vehicles.

### Vehicle Cleaning

Vehicles will be monitored and inspected periodically for interior and exterior cleanliness.

### Vehicle Exteriors

In an effort to balance environmental sustainability with operations, the exteriors shall be washed every three days, unless circumstances warrant a more frequent service, or, in the case

of water restrictions, the Rider Maintenance Department will remove all graffiti from the exterior and interior of the vehicles as soon as it is found or as soon as it is practical at the end of the day or before it goes in Service the next day.

### **Vehicle Interiors**

At a minimum, but more often as needed, interiors shall be swept, cleaned of trash, gum, sticky substances, foreign objects, vermin, dirt and dust, windows washed; removing dust, fingerprints, smudges, writing, water spots, and streaks, and spot mopped once daily. Clean passenger seats to the extent that they are dust free and free of all foreign substances. Clean all ledges, stanchions, handrails. Empty and/or replace trash bags or receptacles on each vehicle. Bi-weekly (every 14 days), each vehicle shall be deep cleaned, which includes, but is not limited to ceiling, walls, floors, seats, driver area and dash, and ancillary equipment. The Rider Maintenance Department will provide upholstery cleaner to clean each seat during this deep cleaning process.

### **Mileage-Based Maintenance Inspections.**

Regular maintenance is performed at pre-scheduled cycles to ensure optimal performance, efficiency, safety and reliability of assigned equipment. Through an approved PM Program, the Rider Maintenance Department will cause all components of each bus, including its body (including system decals and paint scheme), frame, furnishing, mechanical, electrical, hydraulic, or other operating systems to be maintained in proper working condition, free from damage and malfunction. Preventive maintenance service is to be based on the manufacturer's suggested recommendations.

During the PM scheduled service, the mechanic will document all defects found and will have all defects listed on the repair order and corrected prior to returning the transit vehicle to service. The Service Provider will collect oil samples at mutually acceptable intervals as part of its PM program. The Rider Maintenance Department will use the results of these tests to adjust the PM program and submit oil sample reports to the Exxon Mobile for analysis. Results are emailed and filed respectively.

### **Maintenance Inspections of Contracted Providers.**

Rider Transit contracts for the operation and maintenance of Fixed Route and Paratransit Services. The contractor must ensure that all passenger vehicles and associated equipment are maintained in proper working condition. The contractor is required to implement a maintenance and safety program that includes a preventive maintenance schedule that complies with FTA requirements for preventive maintenance for vehicles. Further, contractors are required to maintain comprehensive maintenance records on each vehicle and send the information to Rider Transit quarterly and are reviewed in each Service Provider meeting. The Chief Safety Officer is responsible for continuous oversight of Preventative Maintenance.

## **Operations**

### **Facility Monitoring**

Formal monthly facility inspections of the Rider Maintenance Facility and grounds, the grounds at the Transit Center, and all transit stops with or without shelters, benches, trash receptacles, and solar lighting, are conducted by the Rider Maintenance Department. The purpose of the inspections is to identify any unsafe or unhealthy conditions which may exist, and that may require maintenance or modification. Each facility is also visually inspected for compliance with OSHA and local fire codes.

The Transit Center facility and grounds will undergo a comprehensive inspection monthly as outlined in the City of Concord/Concord Kannapolis Area Transit (Rider) Facility & Equipment Inspection and Maintenance Policy in Appendix F.

### Ride Evaluations

Ride evaluations through Trail Checks or On-board assessments provide an opportunity for one-on-one interaction between Rider Transit operators and Rider Transit instruction staff. During these evaluations, Rider Transit instruction staff perform firsthand observations of the operator's driving habits and provide immediate verbal and written feedback. Ride evaluations are designed to uncover and point out unsafe practices, as well as to give positive reinforcement for safe driving practices. Ride evaluations can occur as a reactive measure (post-event rides or rides initiated in response to customer complaints or documented violations of safety rules) or proactively, such as when the operator is learning a new bus line or receiving other types of instruction. The results of ride evaluations are documented in the electronic safety information system.

### Verification of Transit Training Compliance

Safety and Training personnel are responsible for ensuring bus operators comply with training requirements. Accordingly, Safety and Training personnel are responsible for notifying operators of available classes scheduled throughout the year so that they are able to complete the required refresher training annually including required monthly safety meetings for all operators.

### Random Observations

Supervisors may conduct observations of Bus Operators for compliance with traffic laws, ST operating rules, and procedures. Any observed rule violations will be documented and submitted to Bus Transportation Division Management.

### Video Monitoring

Rider Transit has an onboard video monitoring that triggers an event when a bus or operator reaches a threshold, to send a saved clip to Safety and Training personnel. Safety and Training personnel review video events daily to ensure timely coaching, retraining, or discipline for unsafe acts. Coachable events are placed in the coaching queue to be addressed one-on-one with operators by supervisors and training personnel. Additionally, supervisors review recordings when operators self-report non-compliance with safety rules or as a result of other employee reports.

Safety and Training personnel report on these activities constantly to the Chief Safety Officer, which are then reported to the AE at the monthly service provider meetings. Data and information are analyzed to identify trends in reporting, incidents, or complaints are reviewed at the monthly review board to determine if risk mitigation is necessary.

### Performance Measures

Through a series of performance measures relative to operations, maintenance, and safety, Rider can monitor the system's safety by identifying trends and gaps in policies, procedures, training, and monitoring efforts. The following performance measures are on a daily, monthly, and quarterly basis.

### Maintenance

- ◆ **Preventive Maintenance On-time Inspection Percentage** – determines the effectiveness of the maintenance department to ensure all inspections are conducted per manufacturing and Rider mileage intervals.

- ◆ **Vehicles Removed From Revenue Service** – tracks vehicles removed from service due to a mechanical defect developed while in service requiring immediate service either on-site or failure or once returned to the facility.
- ◆ **Annual Vehicle Condition Assessment** – through annual inspection, determines on a scale of 1-5 the overall condition of the asset. This performance measure is also used in annual updates of Rider’s Transit Asset Management Plan.
- ◆ **Pre-Trip and Post-Trip Inspections** - with ZONAR Electronic Vehicle Inspection Reporting which:
  - complies with DOT inspection regulations
  - ensures accurate vehicle inspections each time
  - captures the inspection results digitally
  - streamlines the inspection process
  - fits a variety of vehicles and mixed fleets
  - ensures compliance with sanitization procedures
  - adheres to the FTA’s safety advisory for cleaning and disinfection

#### Operations

- ◆ **Customer Complaints Per Month** – tracks all customer complaints to identify areas of deficiency with vehicle, driver or other Rider areas. Safety-related complaints are immediately routed to the Chief Safety Officer or the Accountable Executive for investigation mitigation and response. Complaints may be a result of phone calls, contact via the website or Facebook, and in person.
- ◆ **On-time Performance** – serves as an indicator to issues with time management, environmental factors, scheduling, and vehicle and driver performance.
- ◆ **On-board Surveys** – conducted annually, but available for self-completion throughout the year. These allow Rider to receive rider feedback about bus operator performance, customer service, and vehicle safety.

#### Safety

- ◆ **Safety Performance Measure: Fatalities** (total number of reportable fatalities and rate per total vehicle revenue miles by mode)
- ◆ **Safety Performance Measure: Injuries** (total number of reportable injuries and rate per total vehicle revenue miles by mode)
- ◆ **Safety Performance Measure: Safety Events** (total number of reportable events and rate per total vehicle revenue miles by mode)
- ◆ **Safety Performance Measure: System Reliability** (VRM/major mechanical failures)

#### Monitoring Safety Risk Mitigations

Rider Transit monitors safety risk mitigations to determine if they may be ineffective, inappropriate, or not implemented as intended. Safety and Training personnel develop mitigation monitoring plans that are appropriate each specific safety risk and these are reported to the CSO.

Mitigations found to be ineffective, inappropriate or not implemented, as intended are discussed at the monthly Service Provider Meetings and the CSO oversees and tracks the assignment of responsibilities and timelines for implementing new mitigations and eliminating mitigations that are no longer necessary or effective.

To measure the effectiveness of existing safety risk mitigations, Safety and Training personnel

- Review results from safety event investigations;
- Monitor employee safety reporting;
- Monitor the service delivery and operational environment;
- Monitor operational functions to verify that operations activities are carried out in accordance with standard operating procedures;
- Monitor maintenance functions to verify that maintenance activities are carried out in accordance with standard operating procedures;
- Review results of internal safety audits and inspections;
- Review results of safety inspections by external entities; and
- Analyze operational and safety data to identify emerging safety concerns.

The CSO identifies any safety risk mitigation concerns at the monthly Service Provider Meetings for Rider Transit staff awareness and to address if needed.

## Safety Events

### Accident and Incident Reporting Process

Rider Transit maintains documented procedures for conducting investigations of safety events (accidents, incidents, and occurrences, as defined in 49 CFR Part 673) to find causal and contributing factors and review the existing mitigations in place at the time of the safety event. Rider's safe driving standards require professional safe performance of all operators. Safety Policy #2 in Appendix C indicates Incident-Preventability Determination in order to evaluate if a crash or injury was preventable based on key factors of:

- Could the driver/worker identify the incident producing situation or potential for an incident?
- Did the driver/worker know what corrective action was necessary, having identified the incident producing situation or potential for an incident?
- Did the driver/worker follow established company policies/practices/protocols?
- Did the driver/worker take appropriate and prudent action to adjust his/her driving or work behaviors or actions in time to avoid the incident?

The Concord Kannapolis Area Transit (Rider) Safety Policy #6 and Safety Policy # 2 include procedures and responsibilities for accident/incident investigation. The combined manuals establish procedures for accident notification, response, and investigation.

The Chief Safety Officer coordinates with outside law enforcement agencies if they investigate an event and coordinates with outside insurance providers and provides support among Rider departments and independent investigation to manage Rider liability and claims.

Most accidents and incidents involving Rider are relatively minor in severity and are investigated by the Chief Safety Officer. Since most accidents involve buses, this section focuses on bus accidents. However, all non-bus accidents and incidents are also investigated. The CSO or Safety and Training Personnel will inform the Accountable Executive of all accidents and will provide appropriate documentation for Rider Staff to save electronically and are reported in the appropriate google document (Fixed Route GM report vs ADA Paratransit GM report).

### Notification

Bus Operators are to notify the supervisor on-duty anytime a Rider vehicle might have been damaged, anytime a Rider vehicle and another vehicle come into contact, or anytime an instance occurs in where a customer may have



been injured. Administrative staff from the Chief Safety Officer will be directed to the scene. Police and ambulance will be dispatched, if necessary. Operators also have a "panic button" available if they need to dispatch first responders, but are unable to call via two-way communication.

### At-Scene Procedures

Bus Operators will adhere to the following procedures:

- ◆ Assist the injured.
- ◆ If blocking traffic, set out reflective triangles.
- ◆ Do not move the vehicle unless required to do so by Administrative staff from the Chief Safety Officer fire or police order, or impending danger from traffic.
- ◆ Obtain names, addresses, and phone numbers of all witnesses.
- ◆ Have all customers sign the customer list.

Administrative staff from the Chief Safety Officer are responsible for conducting on-scene investigations of accidents and incidents. Depending on the severity and the nature of the event, various mechanisms will be used for preserving transient evidence. These may include digital photography, bus video, field sketches, interviews, and observations.

### Investigation

An attempt is made to complete the investigation of most accidents within three days. Supervisors and Operators are required to complete an Accident Report. Operators are required to complete an Accident Report. The Supervisor is required to forward any electronic media to the Chief Safety Officer for use in determining preventability and provide retraining or other disciplinary action as appropriate.

A Report of Injury Form must be completed if an employee suffers an injury or illness as a result of an accident or incident.

### Accident Review Process and Monitoring

Accidents and Incidents are classified as Preventable or Non-Preventable.

Preventable accidents are defined as those accidents that could have been reasonably avoided if the operator had followed all defensive driving techniques.

After reviewing all related documents and evidence, the investigating Chief Safety Officer makes an independent preliminary determination of whether the accident was preventable.

Transdev Safety Policy # 6-Incident Reporting states that all incidents should be entered into WebRisk within 24 hours and should be updated with information as it becomes available. WebRisk provides analysis of monthly, quarterly, and annual data to show trends. If trends appear in accident and incident reporting, the topic is addressed at Employee Safety Meetings which are scheduled to occur monthly.

### Hazard Resolution

The primary purpose of the Accident Investigation process is to determine the cause(s) of accidents so that they may be prevented or mitigated in the future. To this end, it is crucial that all relevant departments be appropriately involved in the Process. A serious attempt is made to use lessons learned through the investigatory process to incorporate hazard resolutions into future procedures, designs, construction, modifications, training, and procurements.

## Follow-up

Follow-up in the form of corrective actions is the responsibility of the employee's director. The responsibility may be delegated to the employee's manager, supervisor or Chief Safety Officer.

Any disciplinary action will be assessed using Transdev's policies and procedures. Disciplinary consequences for accidents may include warnings, suspensions, and discharge.

Training will be provided, in most cases, for employees who have been involved in preventable accidents or have DriveCam clips of any type. Training and re-training are not disciplinary in nature.

## Identifying Causal and Contributing Factors

Rider Transit is committed to examining all safety events to determine causal and latent organizational factors that may have contributed to the safety event. Supervisors are responsible for ensuring that all accident reports included in Appendix D are completed and filed to the Chief Safety Officer same day, prior to end of shift. These accident reports allow for the documentation of causal or latent organizational factors such as:

- Equipment and infrastructure factors (the failures in functioning of vehicles or other technological components of the transit system that contributed to a safety event)
- Environmental factors (the characteristics of the environment in which the people and vehicles were operating that contributed to the safety event)
- Organizational factors (the elements of the management, policies, and procedures of the transit agency operating the transit vehicles that contributed to the safety event)
- Outside factors (the larger context in which the transit agency is operating, where factors outside the control of the agency contributed to the safety event)
- Human factors (the errors, rule violations, and characteristics of the people involved that contributed to the safety event)

Within 48 hours, the Chief Safety Officer will conduct investigations, determine preventability, and monitor information reported through all safety reporting programs and advise on the history of the employee if a pattern of safety events is evident and will monitor systemic patterns with use of WebRisk, an online tracking database. Monthly, Quarterly, and Annual analysis of these reports may lead to the identification of hazards to address through Safety Risk Management. Failure to identify causal factors could result in unsafe conditions going unnoticed.

## Monitoring Internal Safety Reporting Programs and Documentation

The Chief Safety Officer maintains the accident investigation documentation, but will provide basic information for oversight to Accountable Executive via email and/or uploading appropriate documentation to the Rider Transit google drive and key documents are maintained locally via the CityWorks database or electronically filed.

When a pattern of safety events is evident and action plans for safety risk mitigation have been identified, a review of the action plan occurs at the monthly service provider meeting where the Chief Safety Officer and Accountable Executive are present to review if the action plan is appropriate for the hazard, and a review of the implementation process to determine if the safety risk mitigation may have been ineffective, inappropriate, or not implemented as intended. Any questions or concerns regarding specific complaints, accidents, incidents, or an action plan are all reviewed at the monthly Service Provider Meeting. Additional Service Provider Meetings can be called in the interim.

Additionally, the Chief Safety Officer reviews and monitors all information reported through internal safety programs, such as the Employee Safety Reporting Program, Occupational Safety and Health Administration (OSHA) reporting, all safety events, results of drug and alcohol testing programs, results from customer service reports and complaints, results of internal reviews and assessments, and outputs from WebRisk that give data to track safety performance. The Accountable Executive has direct access to all ZONAR logs, Incident Report Forms, and will be made aware of any anonymous safety forms submitted. The Accountable Executive will be made aware of any patterns of Internal Safety Concerns by The Chief Safety Officer, and can request documents at any time.

### Employee Hazard Reporting

Employees have the option of filling out an Incident Report Form or discuss suggestions for making the system/route safer. These can include, but are not limited to close call/near miss reporting, OSHA concerns, events that senior management may not know about, policies and procedures that aren't working as intended, and information about why a safety event occurred. Operators can make recommendations via Zonar or through the anonymous reporting form available in the Rider Transit Center as well as The Rider Transit Operations and Maintenance Center. Rider encourages employees to be advocates for safety while also suggesting methods of increasing performance. Management has an open-door policy and makes clear the importance of employee feedback; positive and negative. The Chief Safety Officer will inform all employees of safety actions taken in response to reports submitted through the Employee Safety Reporting Program through memos, bulletin board posts, emails, or at monthly safety meetings. This can help encourage more employee reporting. These also ensure that all employees understand their safety responsibilities.

## 7. Safety Promotion

### Operator Selection

#### Hiring Practices

Selecting applicants best suited to excel at the Bus Operator job requirements is critical to safe transit operations. The transit Bus Operator is directly responsible for the safety of not only the passengers, but also the pedestrians, bicyclists, drivers, and all others who share the road with the transit vehicle. Rider's hiring process includes the following components:

#### Applications

Applicants are sought through postings in traditional and culturally diverse media, referrals from current employees, posted in City Hall, local newspaper, Rider website, Transdev Website and applications filed by prospective candidates when there are no positions available. The applications are screened by key personnel in Human Resources and Transit Operations.

#### Interview

After application reviews, applicants are then interviewed by Human Resources as well as the General Manager, Operations Manager, or Safety & Training Manager (or any combination thereof). The interview process is designed to evaluate a candidate's strengths in customer service, the ability to simultaneously perform tasks, conflict resolution, and the ability to perform well under temporal and interpersonal pressure.

#### Driving Record

To be eligible for hire, a candidate must submit an acceptable driving tract dating back five years. This establishes 21 years as the de facto minimum age requirement for new hire Bus Operators.

### Licensing

To be eligible for hire, a fixed route candidate must be able to earn a CDL with a Passenger and Air Brake Endorsement. Only a standard driver's license is required for Non CDL Para Transit applicants.

### Criminal Background Check

To be eligible for hire, a candidate must submit to a Criminal Background Check administered by the North Carolina State Police with the Federal Bureau of Investigation. The results must meet all statutory and Rider standards for the Bus Operator position.

### Drug Testing

To be eligible for hire, a candidate must produce a negative result for a pre-employment drug test.

### Physical Capacities Testing

To be eligible for hire, a candidate must pass a Federal DOT Physical Examination administered by an FTA Approved Medical Examiner.

## Training

There are formal training programs for Bus Operators, Maintenance employees and Operations employees including, but not limited to Supervisors, Reservationist, Dispatchers, and Administrative team members. Training is provided for any employee who is responsible for safety. These include training classes, manuals, Rider Standard Operating Procedures, and on-the-job training.

The safety component of training is designed to make employees aware of the hazards associated with their jobs and the appropriate methods for controlling these hazards. The training is intended to motivate employees to work safely. Trainings fall into three main categories: (1) Initial, (2) Periodic, and (3) Remedial or Refresher.

All bus operator and supervisor Pre-Employment & Continual Training guidelines are outlined in the Transdev Corporate Safety Policies # 12:

**Scope:** All drivers/operators operating motor vehicles in revenue service on behalf of Transdev North America (hereafter "Transdev").

**Purpose:** To mitigate the potential of motor vehicle collisions or crashes and ensure all drivers are operating their vehicles in accordance with Transdev's standards of safedriving practices.

**Policy:** All individuals whose job functions require operation of motor vehicles on behalf of Transdev shall successfully complete defensive driver training in accordance with the requirements specified in this policy.

Only qualified personnel (General Managers, Operations Supervisors, Safety/Training Managers, or Driver Instructors/BTWs) will administer driver training courses. Under no circumstances will any driver be allowed to driving duties unless they demonstrate full proficiency in all applicable driving performance tasks

This policy outlines minimum requirements only. Nothing in this policy prohibits Location or Property management from requiring additional training for their Location or Property.

Any deviation/exception to this policy must be approved by both the Regional Vice President and the VP of Safety.

Responsibilities:

General Managers:

1. Ensure that all drivers/vehicle operators assigned to their sites complete the required training in accordance with this policy.
2. Assign required training to new drivers.
3. Monitor training completion.
4. Provide training completion and/or exception reports as needed.
5. Train and certify local Behind-The-Wheel (BTW) trainers/In-Vehicle Assessors.

Regional Safety Directors:

6. Support locations/property driver training program efforts
7. Provide guidance and advice as needed

Driver Training Requirements:

1. **Initial Driver Training:** All drivers, upon initial hire or contract with the Company, shall complete training on Transdev's standards of safe driving performance and safe driving expectations prior to being allowed to drive in revenue service. This training shall consist of a "knowledge" portion (either Classroom or Computer-Based Training), followed by Behind- The-Wheel (BTW) portion and a final In-Vehicle Assessment conducted by a qualified Transdev representative.

A. Curriculum:

The initial training curriculum shall, at a minimum, consist of the Transdev Operator Development Program (OPD) appropriate for the type of service provided (e.g.: Transit or Paratransit) and include the following topics:

- Operator Development Program (OPD): Defensive Driving Fundamentals
  - Following Distance / Space Management
  - Backing Basics
  - Intersections
  - Changing Lanes, Merging & Passing
  - Railroad crossings
  - Adverse Conditions / Limited Visibility Driving
  - Fatigue Management
  - Emergency Procedures
  - Large Vehicle Dynamics
  - Lift Operation
  - Wheelchair Securement
  - Injury Prevention
  - Pre-trip Inspections
  
- Regulatory Compliance
  - Drug & Alcohol
  - Federal Regulations

Individual locations/properties shall also include any topics/material required by their customer. Upon completion of the Classroom phase (minimum of 40 hours), the student shall be required to pass a final written exam on the above subjects to demonstrate knowledge of the material/defensive driving expectations.

B. Behind The Wheel/In-Vehicle Assessment (BTW/IVA):

Following the academic course above, the driver shall spend a minimum of 16 hours (2 days) performing common close-quarters driving maneuvers on a closed course obstacle course. These exercises are very helpful to improve understanding of vehicle maneuverability in tight environments and improve the driver eye-hand coordination and close quarters driving skills when maneuvering in these conditions.

The recommended obstacles are:

|                              |                              |                       |
|------------------------------|------------------------------|-----------------------|
| Right Turn                   | Reverse/ Backing (Left Side) | Diminishing Clearance |
| Reverse/Backing (Right Side) | Serpentine (Forward)         | Judgment Stop         |
| Left Turn                    | Straight Backing             | Off-Set Lane Change   |

Following successful completion of this closed course curriculum, the driver/operator shall complete a minimum of 24 hours of BTW training in a “Practical driving” phase.

Upon completion of the BTW “Practical Driving” phase, the student shall be required to successfully pass an In-Vehicle/Behind the Wheel Assessment conducted by a qualified Transdev representative. The driver must demonstrate his / her ability to perform all of the required driving skills to standard before being allowed pass the course.

Upon successful completion of the BTW/IVA evaluation, the driver/operator will continue to the next phase of driver/operator training, Cadet training. Cadet training will consist of continued route training while driving in revenue service with a qualified route instructor. This portion will include a minimum of 40 hours, and cover city (urban), secondary roadway/highway, and freeway driving environments, with emphasis on backing, parking, intersections, following distance, merging into traffic, lane changes, and wheelchair securement. Upon completion, the driver/operator will be required to successfully pass a final Cadetting evaluation before being allowed to operate without an instructor present.

Failure to successfully complete the final knowledge test, the In-Vehicle Assessment (IVA) and Cadetting evaluation shall disqualify the use of the driver/operator for revenue service.



2. **Refresher or Remedial training:** All Transdev operators will receive refresher or remedial training, as necessary, throughout their employment with the Company. This training will be conducted as outlined below and documented in local personnel files and training records using the Driver Refresher Training Report Form.

Refresher or Remedial training is mandatory under the following conditions:

- A. Return To Work (from inactive status) – Required when a driver/operator returns from “inactive” status (from a period of 30 days or more). In these cases, the driver must receive a one-day/8 hours “general purpose” refresher training designed to remind the driver of the general standards and defensive driving guidelines in effect at Transdev and to ensure his/her proficiency.
- B. Post-Accident / For cause – Required after every “preventable” accident, or whenever mandated by management for retraining / corrective purposes.
- C. Seasonal – Required annually at all divisions operating in seasonal adverse weather environments (i.e.: Winter driving, onset of adverse weather, etc.).
- D. Biannually – At a minimum of every two years, each driver/operator shall receive a “general purpose” refresher training designed to remind the driver of Transdev driving standards and validate the driver’s proficiency with Transdev defensive driving requirements. If a customer requires annual or semi-annual certification, they shall take precedence over our minimum bi-annual requirement.

3. Refresher Training Course Content:

- A. **Return To Work:** This refresher is mandatory for any driver who has been away from work for extended periods (sick leave, family leave, furlough, worker’s compensation, etc.). Reviewing the most up-to-date videos and the behind-the-wheel assessment are important components of this type of refresher. Minimum content is as follows:

- 1. Safety standards review (Classroom): This training will include a thorough general review of our safety standards and defensive driving guidelines. This is accomplished through review of the applicable portions of the Operator Development Program (Initial Driver Training Curriculum) and the applicable safety videos as outlined below:

| <b>Separation Period</b>                 | < 30 Days                                | 31-90 Days  | 91-180 Days  | 181 - 360 Days  |
|--|--|---|--------------|-----------------|
| <b>Diagnostic Evaluation (SPP C.4)</b>   | YES                                      | YES   | YES          | YES             |
| <b>Classroom Training (ODP subjects)</b> | YES<br>(As needed per Safety Manager)    | YES<br>Basic  | YES<br>Basic | YES<br>Advanced |
| <b>Closed Course Skills/BTW Hours</b>    | As needed based on diagnostic evaluation | At least 8, more as needed based on diagnostic evaluation | 32           | 40              |
| <b>Full ODP Training Program</b>         | N/A                                      | N/A   | YES          | YES             |
| <b>Satisfactory Evaluation (SF-1)</b>    | YES                                      | YES   | YES          | YES             |
| <b>Classroom Hours</b>                   | Missed SOPs or monthly training topics   | 8   | 8            | 40              |
| <b>Recommended Minimum Total Hours</b>   | 2-4                                      | 8+  | 40           | 80              |

**Training Topics (ODP based) for classroom:**

**All employees rehired after 180 days must complete the full ODP training program.**

**Basic Level**

|   |            |
|---|------------|
| Introduction to Professional Driving    | 60 Minutes |
| Blood borne Pathogens                   | 20 Minutes |
| Introduction to the Bus                 | 30 Minutes |
| Mirror Adjustments and Reference Points | 30 Minutes |

|   |             |
|---|-------------|
| Preventing Backing Accidents                    | 30 Minutes  |
| Intersections                                   | 30 Minutes  |
| Creating a Drug Free and Alcohol-Free Workplace | 120 Minutes |
| Safety Best Practices                           | 90 Minutes  |
| LLLC Defensive Driving                          | 90 Minutes  |

### **Advanced Level**

Full ODP-classroom subjects to include property and client-specific standard operating procedures.

2. **“Behind The Wheel” (BTW) Road Check:** The Road-Check portion of the Return-to- Work Refresher is probably the most critical part of the refresher, as it offers the driver the hands-on opportunity to re-establish his or her familiarity with our standards, and with the maneuverability and dimensions of the bus. If the driver has developed any unsafe driving behaviors/habits, the instructor will also be able to identify what driving deficiencies are present, and correct them before certifying the refresher as “satisfactory.” The BTW portion will include a minimum of 40 miles or two hours, and cover city (urban), secondary, and freeway driving environments, with emphasis on city and freeway driving.

The time involved for completion of this refresher is variable. The driver must demonstrate his ability to perform all the required tasks to standard. Particular attention will be given to the following areas:

1. Pre/Post trip inspections
2. Brake release procedures (Air brake vehicles)
3. Gear selection & transmission use
4. Proper Scanning Habits
5. Turns & Intersections
6. Merging & Lane changes
7. Backing
8. Speed Control
9. Following Distance
10. Use of Brakes
11. Railroad Crossings
12. Lift Operations
13. Wheelchair Securement

Individual locations/properties are free to also include any topics/material pertinent to local driving conditions (for example, driving in heavy traffic, mountain terrain, etc.).

- B. **Post-Accident / For Cause Remedial Training:** This training is mandatory for any driver who has received a “preventable” rating for an accident/incident.

Because (by definition) the driver could have avoided the accident/incident, but failed to do so, it is imperative that the driver receives this remedial training as soon as possible, in order to prevent another similar occurrence. Therefore, the post-accident remedial training must be scheduled and given within 10 days following the formal accident rating.

Operators shall not be allowed to return to service until they have successfully completed a minimum of one (1) hour of Behind the Wheel post-accident training and demonstrated full defensive driving skills competence based on the root cause of the “Preventable” event. Before the refresher commences, the investigating supervisor will review the accident report with the individual who will conduct the training (i.e.: a driver instructor or BTW instructor), discuss the accident’s cause(s) and contributing factors, and what specific driving standards were not applied correctly. They should then tailor the remedial training to correct the driving deficiencies and standards that contributed to the accident.

This training will include a review of the appropriate written materials, videos, and behind- the-wheel training.

The amount of time needed for a post-accident refresher is variable, and it will depend on the driver’s ability to perform the appropriate tasks to standard. **The driver must demonstrate his / her ability to perform all of the required tasks to standard before being allowed back to driving duties.**

For instance, if the supervisor has determined that the driver did not perform a right turn correctly, the appropriate videos might include material on effective seeing habits, proper positioning of the vehicle, reference points, lane choice. The items highlighted on the refresher report would include “Positioning of the bus for turn,” “Use of Mirrors,” “Speed,” “Proper Use of Signals,” “Ability to Judge Bus Size,” “Use of Horns,” “Aggressive in Traffic,” “Aware of Hazards.” The driver instructor would then proceed with the behind-the-wheel training with a clear understanding of what driving deficiencies may need correcting, and ensure that the driver is able to perform the appropriate tasks to standard.

- C. **Seasonal Refreshers**: These refreshers are conducted in preparation of operations during certain periods of the year. At a minimum, this refresher will be given in the Fall (Sep-Nov), before the beginning of winter season, to all division’s drivers, and includes refresher topics appropriate for the region, imminent weather, environmental, and traffic conditions. The training will include topics/material appropriate for the season in question, using existing safety videos and lesson modules from the standard Driver Training School.
  
- D. **Bi-Annual Refresher**: This is a mandatory bi-annual (every two years) one-day (8 hours) general defensive driving refresher. All in-service drivers will attend this refresher every two years from the time of their last refresher training (e.g.: New Hire, Post-Accident, Return to Work, Bi-Annual), to ensure they are using appropriate defensive driving habits/techniques (have not become complacent). The training will consist of a review of the ODP modules listed for the “Basic Level” in the “Return To Work” section in “A” above and a minimum of 2 hours/40 miles BTW in-vehicle assessment of their defensive driving skills.

Transit Operations Supervisors begin their career path, almost exclusively, as Bus Operators who first work in the position of Temporary Supervisor. A Temporary Supervisor performs many functions of the full supervisory position and receives training in, but not limited to, the following areas:

- Drug & Alcohol (Policy and procedures for all types of FTA-mandated testing)
- Accident Investigation
- Emergency Procedures
- Security Procedures
- Blood Borne Pathogens
- Data Entry and Recordkeeping
- Harassment
- Cultural Diversity
- Coaching/Criticism/Discipline
- Dispatch Operations
- Field Operations
- Basic Writing
- SMS Training
- Orientation to Bus System

In addition to their initial training, all Transit Operations Supervisors receive five full days of refresher and topical training annually.

### [Injury and Illness Prevention Training](#)

Injury and Illness Prevention Training is directed toward achieving a safe working environment for all employees and reducing the chance of occupational-related injuries and illnesses. The majority of training, targets employees working in the Maintenance and Facilities Maintenance Departments because these employees have the greatest exposure to occupational hazards. The program is based on applicable Federal, State, and local safety codes and regulations. Some areas addressed in training include:

- Handling Hazardous Materials (Right to Know)
- Slips, Trips, and Falls
- Personal Protection Equipment
- Material Safety Data Sheets (MSDS) and Labels
- First Aid
- Forklift Safety

- Bloodborne Pathogens
- Hazardous Materials Storage
- Strains and Sprains
- Fall Protection
- Confined Space Program
- Crane Operation
- Ergonomics
- Hazard Communication Program

### Emergency Response Planning and Coordination

Details are contained in the Concord Kannapolis Area Transit (Rider) Emergency Management Plan.

### System Modification Design Review and Approval

#### General Process

The Rider bus system is regularly modified in response to operational experience, the addition of new types of service, and changes in service design and levels. Rider’s philosophy is to use appropriate new technologies to benefit the environment and the community it serves. The challenge is to review any proposed modification adequately before it is approved. Any proposed modification should be evaluated to ensure it is compatible with existing systems and does not introduce new hazards to the system or reduce the effectiveness of existing hazard controls.

Equipment modifications may be proposed by any employee of any department that uses the equipment. Changes may also occur from an analysis of reliability performance, historical data, and available improvements in equipment design and components.

#### Modification Design Review

A review of any modification in equipment design shall be made by the director and managers of the department responsible for the equipment. It is an informal practice to include Human Resources and Operations in the review of any change that might affect safety. The impact on the safety of all designs and specifications should be identified and evaluated before the change is approved. Some of the areas to be considered include but are not limited to:

- Hazardous Materials (handling and use)
- Motor Vehicle Safety
- Human Factor
- Occupational Health and Safety
- Materials Compatibility
- Fire Protection
- Lighting



- Braking systems
- Mirrors
- Warning Devices

Modifications must not be made before it is determined how they might affect the safety of the system, or any other systems. Other departments may evaluate a proposed change to determine its compatibility with other systems (e.g., hoists, fueling systems, communications systems). The evaluation may also include a review of applicable regulations, such as the Federal Motor Vehicle Safety Standards and Regulations and the U.S. Department of Labor's Occupational Safety and Health Act.

Testing may also be performed to evaluate the safety of a proposed modification. The testing of small changes may be minimal. For substantial modifications, extensive field testing, mock-ups, and structural evaluations may be employed.

#### Modification Design Approval

Final approval is generally made by the Maintenance Manager. When modifications are made by a bus manufacturer, the Director of Maintenance works with the manufacturer, and contractual changes may be made. If changes are substantial, additional training will be provided for maintenance and operation staff.

#### Monitoring

Once a modification is put in place, feedback from the operating department is solicited to evaluate the performance of the modification. Unsolicited input from the operating department and its employees (end users) is also encouraged. Depending on the nature of the modification, Human Resources, Planning and the Safety Manager may be involved for input.

#### Documentation

The Maintenance Department is responsible for documenting any vehicle modifications. Facilities Services is responsible for documenting any modifications made to a facility. Documentation may involve changing diagrams, schematics, manuals, service bulletins, service intervals, standard operating procedures, and Material Safety Data Sheets. Maintenance Supervisors are responsible for updating Safety Data Sheets based on input from product manufacturers.

All SMS documentation must be maintained for three years after they are created and must be made available upon request by the FTA or other Federal entity, or a State Safety Oversight Agency having jurisdiction.

#### Safety Communication

Rider Transit communicates safety and safety performance information throughout the organization that, at a minimum, conveys information on hazards and safety risks relevant to employees' roles and responsibilities. Additionally, employees are informed of safety actions taken in response to reports submitted through an Employee Safety Reporting Program. Safety Communication increases safety awareness and is provided throughout Rider Transit in several ways.

- Safety Communication begins during the hiring process and initial training. Safety as it applies to each employee is defined. The importance of the Employee Reporting Program is explained with examples of how to identify and report hazards and safety concerns.
- Mandatory Safety Meetings are held monthly meetings and provide a forum to discuss safety concerns, review accidents, incidents and other reports from the Employee Safety Reporting Program.
- Memos and Notices are displayed in common areas, and emails are sent to all employees.

To ensure that employees understand what is communicated or what action they must take as a result of the information, questions are asked of the employees and safety messages are repeated/re-enforced depending on the responses received.

## 8. Additional Information

This PTASP was developed from information in other Rider documents, policies and procedures and manuals. Those documents are listed below:

- Safety Policy # 1-Safety
- Safety Policy # 2-Incidents-Preventability Determination
- Safety Policy # 3-Event Video Recorder Management (Drive Cam)
- Safety Policy # 6-Incident Reporting
- Safety Policy # 7-Safety Meetings
- Safety Policy # 12-Driver Training
- Safety Policy # 13-Compliance with Regulations
- Safety Policy # 14-Driver Evaluations
- Safety Policy # 15-Mobility Device Pick Up & Securement
- Safety Policy # 16-Mobility Device Drop Off Procedures
- Safety Policy # 19-Drug-Free Workplace Policy (Drug & Alcohol Policy)
- General Safety Requirements & Guidelines
- Safe Driving Reference Guide 2019
- Transdev Code of Business Conduct 2020
- Transdev Employee Handbook
- City of Concord/Concord Kannapolis Area Transit (Rider) Vehicle Maintenance Program Policy
- CK Rider Maintenance Forms
- City of Concord/Concord Kannapolis Area Transit (Rider) Facility & Equipment Inspection and Maintenance Policy
- 2020 Transdev Services Inc. Safety Policies and Procedures
- 2021 Transdev Emergency Operations Plan, Concord, NC
- City of Concord/Concord Kannapolis Area Transit (Rider) Vehicle Maintenance Program Policy
- City of Concord/Concord Kannapolis Area Transit (Rider) Facility & Equipment Inspection and Maintenance Policy
- Collective Bargaining Agreement Between Smart and First Transit Concord, NC July 1, 2015

## 9. Definitions of Terms Used in the Safety Plan

Rider incorporates all of FTA's definitions that are in 49 CFR § 673.5 of the Public Transportation Agency Safety Plan regulation and uses Transdev Services, Inc.'s definitions for accidents and incidents.

- **Accident** means an Event that involves any of the following: A loss of life; a report of a serious injury to a person; a collision of public transportation vehicles; a runaway train; an evacuation for life safety reasons; at any location, at any time, whatever the cause.

- **Accountable Executive** means a single, identifiable person who has ultimate responsibility for carrying out the Public Transportation Agency Safety Plan of a public transportation agency; responsibility for carrying out the agency's Transit Asset Management Plan; and control or direction over the human and capital resources needed to develop and maintain both the agency's Public Transportation Agency Safety Plan, in accordance with 49 U.S.C. 5329(d), and the agency's Transit Asset Management Plan, in accordance with 49 U.S.C. 5326.

- **Bus Operator**-A person with accurate and specific ability, experience, license, qualities, skills, and training to drive a variety of bus a form of employment.

- **Equivalent Authority** means an entity that carries out duties similar to that of a Board of Directors for a recipient or subrecipient of FTA funds under 49 U.S.C. Chapter 53, including sufficient authority to review and approve a recipient or subrecipient's Public Transportation Agency Safety Plan.

- **Event** means any Accident, Incident, or Occurrence.

- **Hazard** means any real or potential condition that can cause injury, illness, or death; damage to or loss of the facilities, equipment, rolling stock, or infrastructure of a public transportation system; or damage to the environment.

- **Incidents:**

-**Critical Incidents:** An incident involving a company vehicle or occurring on TDNA property involving one or more of the following:

- Fatality
- Any incident resulting in serious bodily injury or medical transport of more than 1 person.
- Pedestrian or Bicyclist incident
- Passenger incident/injury involving improper wheelchair securement
- Environmental spills (any quantity)
- Vehicle roll-over/lay-over
- Vehicle fire
- Vehicle roll-away
- Events with potential for negative public relations and/or news media coverage
- Events causing interruption of operations (e.g.: fires, cyber, strikes, riots, severe weather)
- Incidents where Operator drug and/or alcohol use may be involved
- An event requiring the activation of a crisis plan.

**-Incident:** Any event resulting in injury or property damage that does not meet the definition of a “Critical” incident. This includes bus collisions/crashes of any type, passenger injuries/falls, and employee work-related injuries.

**-High Potential Incident (Hi-Po):** An incident that has the potential to produce fatal or serious injuries (refer to Critical Incident definition) and is investigated as if classified as a Critical Incident.

**-Near-Miss Event:** An event that does not result in injury, death, property, or environmental damage, but could have resulted in an incident given slightly different circumstances (e.g.: luck).

**-Record-Only Event:** An event that does not result in injury or property damage but that has the potential for future claim activity.

- **Investigation** means the process of determining the causal and contributing factors of an accident, incident, or hazard, for the purpose of preventing recurrence and mitigating risk.
- **National Public Transportation Safety Plan** means the plan to improve the safety of all public transportation systems that receive Federal financial assistance under 49 U.S.C. Chapter 53.
- **Occurrence** means an Event without any personal injury in which any damage to facilities, equipment, rolling stock, or infrastructure does not disrupt the operations of a transit agency.
- **Performance measure** means an expression based on a quantifiable indicator of performance or condition that is used to establish targets and to assess progress toward meeting the established targets.
- **Performance target** means a quantifiable level of performance or condition, expressed as a value for the measure, to be achieved within a time period required by the FTA.
- **Public Transportation Agency Safety Plan (or Agency Safety Plan)** means the documented comprehensive Agency Safety Plan for a transit agency that is required by 49 U.S.C. 5329 and Part 673.
- **Risk** means the composite of predicted severity and likelihood of the potential effect of a hazard.
- **Risk mitigation** means a method or methods to eliminate or reduce the effects of hazards.
- **Safety Assurance** means processes within a transit agency's Safety Management System that function to ensure the implementation and effectiveness of safety risk mitigation, and to ensure that the transit agency meets or exceeds its safety objectives through the collection, analysis, and assessment of information.
- **Safety Management Policy** means a transit agency's documented commitment to safety, which defines the transit agency's safety objectives and the accountabilities and responsibilities of its employees in regard to safety.
- **Safety Management System** means the formal, top-down, organization-wide approach to managing safety risk and assuring the effectiveness of a transit agency's safety risk mitigation. SMS includes systematic procedures, practices, and policies for managing risks and hazards.
- **Safety performance target** means a performance target related to safety management activities.
- **Safety Promotion** means a combination of training and communication of safety information to support SMS as applied to the transit agency's public transportation system.
- **Safety risk assessment** means the formal activity whereby a transit agency determines Safety Risk Management priorities by establishing the significance or value of its safety risks.
- **Safety Risk Management** means a process within a transit agency's Agency Safety Plan for identifying hazards and analyzing, assessing, and mitigating safety risk.

- **Serious injury** means any injury which: (1) Requires hospitalization for more than 48 hours, commencing within 7 days from the date when the injury was received; (2) Results in a fracture of any bone (except simple fractures of fingers, toes, or noses); (3) Causes severe hemorrhages, nerve, muscle, or tendon damage; (4) Involves any internal organ; or (5) Involves second or third-degree burns, or any burns affecting more than 5 percent of the body surface.
- **Transit agency** means an operator of a public transportation system.
- **Transit Asset Management Plan** means the strategic and systematic practice of procuring, operating, inspecting, maintaining, rehabilitating, and replacing transit capital assets to manage their performance, risks, and costs over their life cycles, for the purpose of providing safe, cost effective, and reliable public transportation, as required by 49 U.S.C. 5326 and 49 CFR Part 625.

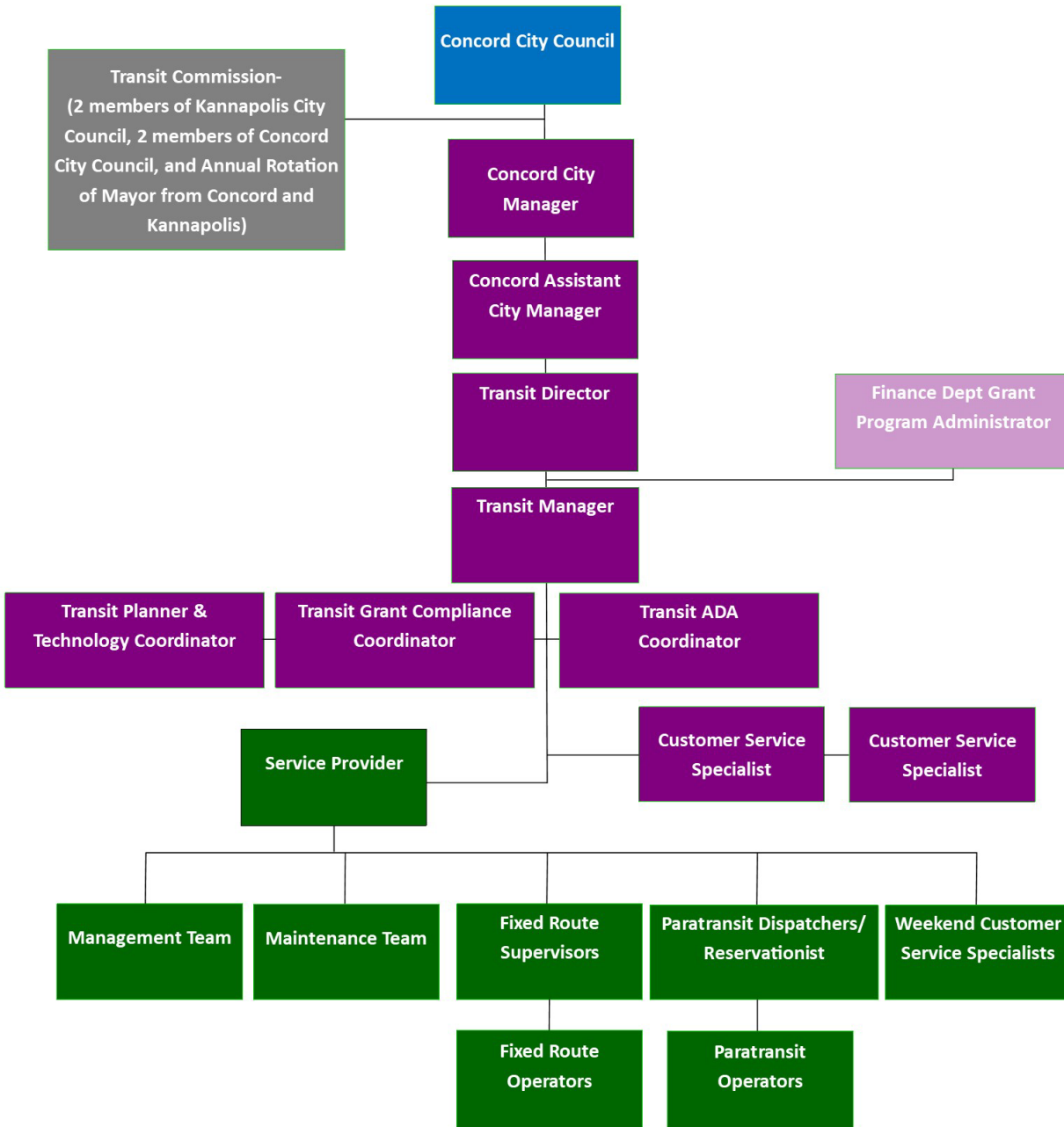
## 10. Commonly Used Acronyms

| Acronym  | Word or Phrase   |
|----------|--|
| AE       | Accountable Executive  |
| ADA      | American's with Disabilities Act of 1990                     |
| ASP      | Agency Safety Plan (also referred to as a PTASP in Part 673) |
| CFR      | Code of Federal Regulations                                  |
| CSO      | Chief Safety Officer   |
| CSP      | Contracted Service Provider                                  |
| ESRP     | Employee Safety Reporting Program                            |
| FTA      | Federal Transit Administration                               |
| NCDOT    | North Carolina Department of Transportation                  |
| MPO      | Metropolitan Planning Organization                           |
| Part 673 | 49 CFR Part 673 (Public Transportation Agency Safety Plan)   |
| SMS      | Safety Management System                                     |
| SSP      | System Safety Plan   |
| U.S.C.   | United States Code   |
| VRM      | Vehicle Revenue Miles  |

# Appendix



## Concord Kannapolis Area Transit (Rider) Organizational Chart



**Subject: Incident Reporting**

**Scope:** This policy applies to all employees of Transdev North America (TDNA)

**Policy:** It is the policy of Transdev North America to promptly report and thoroughly investigate incidents, injuries, illnesses and identified hazards, with the goal of promoting safety and preventing reoccurrences by identifying root cause and contributing factors.

General Managers are responsible to ensure prompt and accurate reporting of all incidents per this company policy/procedure.

GM responsibilities do not include handling or attempting to settle any claims or potential lawsuits – that is the responsibility of TDNA’s Risk Management Department and TDNA’s insurance companies.

Transdev employees and contractors are required to report any incident, regardless of severity, immediately after its occurrence. Failure to immediately report an incident will result in disciplinary action up to and including termination

**Purpose:** The guidelines in this policy designate the procedures for all employees to follow when an incident occurs and to ensure accurate and timely incident reporting.

**Procedure:**

An Incident is any TDNA-related event or occurrence involving a TDNA Driver, TDNA employee, TDNA Independent Contractor, TDNA passenger, TDNA vehicle, TDNA equipment, or the environment. An incident may or may not result in injury or death to a person, damage to vehicles or property, or damage to the environment.

This includes alleged incidents involving a TDNA employee, contractors, vehicle, or equipment; even though the employee, contractor, vehicle, or equipment is not affected.

If the incident involves an injury requiring medical attention due to a bus crash or passenger incident, dispatcher immediately phones 911 to have an ambulance/EMS

dispatched to the scene. Dispatcher/Operations Manager/Safety Manager enters the date & time of the call to 911 into WebRisk notes.

This procedure applies to all TDNA losses to include (but not limited to):

- Vehicular collision with any person, vehicle, or object
- Employee injury
- Passenger/Customer/Client Incident/Injury
- TDNA Vehicle Physical Damage (including unknown yard physical damage)
- TDNA Property (buildings/contents) Losses (fire, tornado, flood, hurricane, vandalism, break-in, etc.).
- Environmental Exposures (i.e. fuel, oil, antifreeze, or other spills)
- Theft of TDNA vehicles, equipment, or property

When reporting incidents and entering data in WebRisk, it is important to limit entries to factual information only and not opinions or speculations. Safety Dept. investigates all incidents (see below for definition) to determine cause/contributing factors and monitors incidents to spot trends and to determine the trends' root causes and contributing factors. This includes examining driving and work procedures and revising them as needed; and

identifying potential violations of TDNA, OSHA, DOT, FTA, or other procedures, rules or regulations.

## I. INCIDENT TYPES

a. **Critical Incidents**: An incident involving a company vehicle or occurring on TDNA property involving one or more of the following:

- Fatality
- Any incident resulting in serious bodily injury or medical transport of more than 1 person.
- Pedestrian or Bicyclist incident
- Passenger incident/injury involving improper wheelchair securement
- Environmental spills (any quantity)
- Vehicle roll-over/lay-over
- Vehicle fire
- Vehicle roll-away
- Events with potential for negative public relations and/or news media coverage
- Events causing interruption of operations (e.g.: fires, cyber, strikes, riots, severe weather)
- Incidents where Operator drug and/or alcohol use may be involved
- An event requiring the activation of a crisis plan.

- b. **Incident**: Any event resulting in injury or property damage that does not meet the definition of a “Critical” incident. This includes bus collisions/crashes of any type, passenger injuries/falls, and employee work-related injuries.
- c. **High Potential Incident (Hi-Po)**: An incident that has the potential to produce fatal or serious injuries (refer to Critical Incident definition) and is investigated as if classified as a Critical Incident.
- d. **Near-Miss Event**: An event that does not result in injury, death, property, or environmental damage, but could have resulted in an incident given slightly different circumstances (e.g.: luck).
- e. **Record-Only Event**: An event that does not result in injury or property damage but that has the potential for future claim activity.

## II. INCIDENT REPORTING PROCEDURE:

### A. All Incidents except Work Related injuries/illnesses (Work Comp):

- 1) All TDNA incidents (e.g.: collisions, passenger injuries/falls, pedestrian/bicyclist events, etc.), regardless of severity, shall be immediately reported from the scene:
  - a. **Operators shall:**
    - 1. Stop the vehicle, notify Dispatch immediately after an incident occurs, and remain at the scene until released by proper authority.  
NOTE: Failure to comply with this requirement shall result in termination
    - 2. Provide dispatch with incident details and remain in contact with Dispatch until all necessary information has been obtained:
      - The exact location of the accident, vehicle/route number and direction of travel
      - Any injuries or passenger complaints
      - Condition of the vehicle
      - Damage to any other property
    - 3. Operators are authorized to call emergency services directly in cases of “imminent danger to life” if not able to immediately contact dispatch.
  - b. **Dispatch shall** immediately report the incident to the Operations Manager and to the Safety Manager (SM).
    - Dispatch will determine the severity of the accident and notify the appropriate emergency response authorities (fire and police).
    - Dispatch will notify the appropriate Supervisor or Manager and ensure that a street Supervisor responds to the scene.

- 2) **Ops Manager / SM shall** enter the incident into WebRisk as soon as possible but **within 24 hours** and update the WebRisk entry as the investigation is completed and/or more information becomes available.
- 3) Ops Manager / SM uploads / updates pertinent documents/reports in WebRisk as they become available.

### **Work-Related Injury or Illness reporting:**

- 4) When an incident occurs, the employee must report all injuries or illnesses to the Safety Manager immediately.
- 5) All work-related injuries or illnesses are to be reported by calling:  
Clinical Consult  
888-836-5426  
(888-VEOLIA6)
- 6) In the event of a medical emergency the injured employee should not wait to speak with a nurse. The employee should go to the nearest emergency room or call 911.
- 7) The injured employee should be present for the call to speak with the nurse. After the injury assessment and care recommendations are provided the call will be transferred to intake.
- 8) The Safety Manager should instruct the employee to proceed with the care recommendations provided as the employee does not need to be present for the intake portion of the call.
- 9) The Safety Manager will provide the needed information to intake.

### **III. CRITICAL INCIDENT PROCEDURES:**

In case of Critical Incidents, in addition to the above, managers shall follow the procedures listed in the Critical Incident Protocol and take the additional steps outlined below:

1. Obtain the following basic information:
  - a. Time and Place of incident
  - b. Driver name and Date of Hire
  - c. Vehicle number and type (cut-away, van, bus, sedan, etc.)
  - d. Injuries, if transported from scene – where to and by whom.
  - e. Damage description
  - f. Basic facts of incident
2. Call and notify the following persons:
  - a. Risk Management:

- a. Vehicle Crash or Passenger Incident:
  - B2G (Transit): Richard Freed, Director of Liability
  - B2B/B2C (Business Services/SuperShuttle/Taxi): Beth Edinger, Director of Risk)
- b. Work-Related Injuries:
  - B2G (Transit): Sandy Rosenwinkel, Director of Work Comp
  - B2B/B2C (Business Services/SuperShuttle/Taxi): Beth Edinger, Director of Risk)
- b. Regional Vice President
- c. Regional Safety Director

If the above cannot be reached, contact the Vice President of Safety.

3. General Manager or designee submits a “Critical Incident Notification”: Go to “Outlook” and enter the required information.
4. Regional Safety Director and/or the Regional Vice President will continue the phone tree to the senior executives listed on an “as needed” basis. The Regional Safety Director will personally contact the VP of Safety for fatal or catastrophic events.
5. If the Regional Safety Director and/or the Regional Vice President or Vice President of Safety is not available, please contact the COO.

#### **NOTES:**

- The only information given by TDNA employees/contractors (Operator) should be to Police Officers present at the scene of the incident. Operator does not discuss incident/loss with witnesses – Operator only discusses with police, TDNA Safety personnel, TDNA Risk Management personnel, and/or TDNA Third-Party Claims Administrator personnel or retained attorneys.
- Refer all other parties to media Relations to handle any public and/or media questions.

#### **IV. Safety & Risk Management Process**

Incident prevention is the key. If there is no incident, there will be no potential claim. Location managers are critical to incident prevention and claim cost management.



It is essential that when an incident occurs, local manager promptly notifies Risk Management of the incident (as detailed above) and provide necessary updates in WebRisk as new information becomes available.

If the investigation of the incident show that the incident could have been avoided, it is essential to retrain the individual(s) involved and/or improve the process as needed.

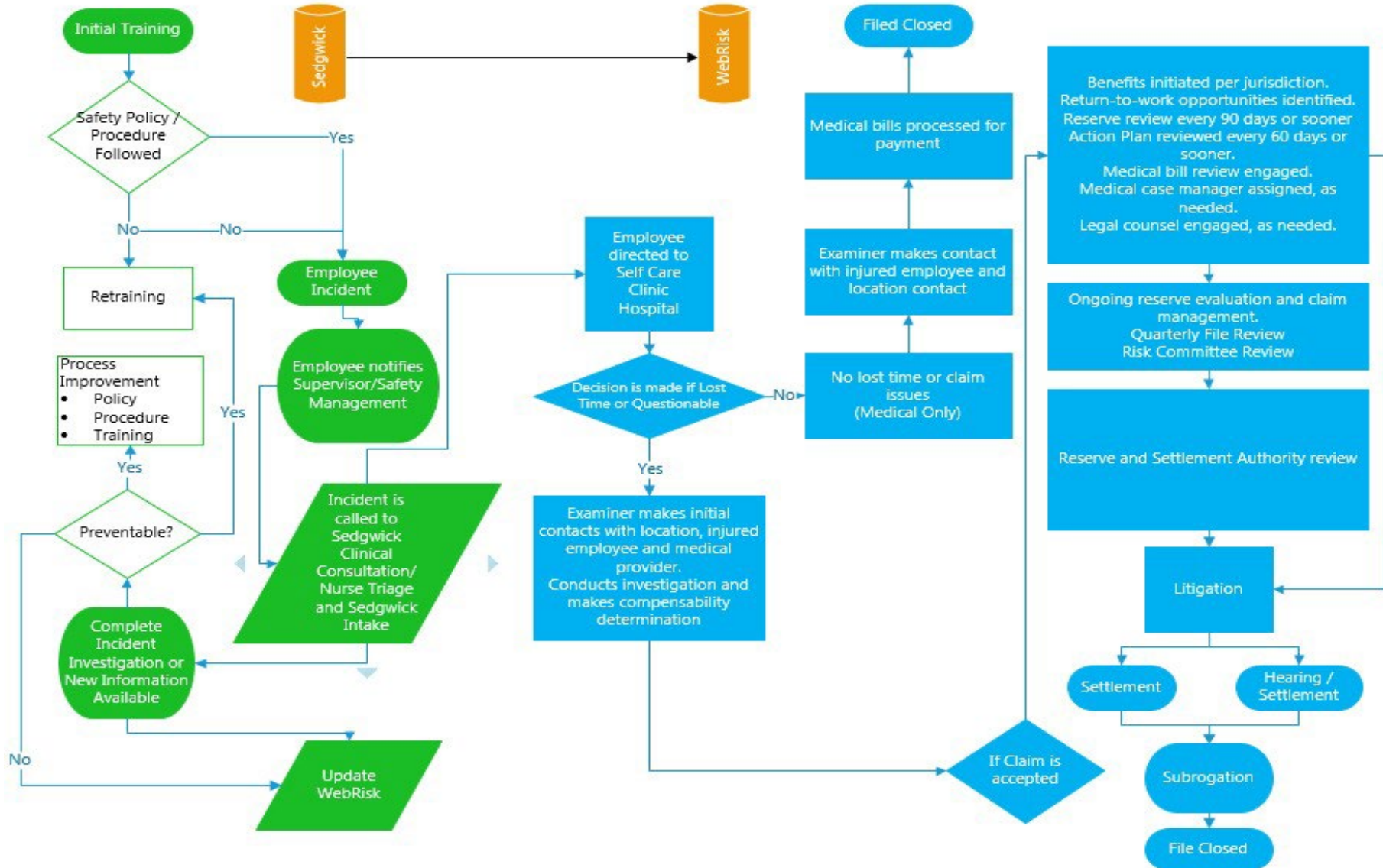
The flowcharts below show the interaction between Safety and Risk Management collaborative responsibilities for incident management process:



# Workers' Compensation Incident Flowchart

## Operations & Safety

## TPA & Risk Department



**SUBJECT: Incidents - Preventability Determination**

**POLICY:** It is the policy of Transdev North America that each vehicle crash or employee injury be evaluated on an individual, objective basis using the guidelines outlined in this document.

**PURPOSE:** The purpose of this policy is to provide a standard to evaluate each crash and/or injury according to our defensive driving standards and work safety requirements so that errors made in driver / work safety performance will be recognized and corrected.

Transdev North America is dedicated to the safety of our passengers and the motoring public as well as that of our associates. As such, we engage in a post event-discussion regarding the preventability of incidents. We define preventability based on a goal of zero incidents, as well as a self-critical analysis designed to meet standards set by the requirements of the federal government and the various States and other jurisdictions in which we operate.

We consider preventability determinations to be a post-event remedial measure which may lead to changes in our operations in an effort to prevent future incidents. Preventability does not equate with, and should never be confused with, the definition of negligence or culpability as used in civil tort law. By nature, preventability determinations are made shortly after the event occurs, not after all factual and expert investigations have been completed.

We consider our efforts and work product to fall within recognized statutory and common law legal principles which make discovery or disclosure of our work product inappropriate and possibly prohibited by law. Essentially, we intend preventability to mean that “but for” the actions or inactions of us or our driver the crash could have been avoided.

**Definition of Incident:** An Incident is any TDNA mishap/event involving a TDNA employee, TDNA passenger, TDNA vehicle, TDNA equipment, or the environment. An incident may or may not result in injury or death to a person, damage to vehicles or property, or damage to the environment.

**Definition of Preventable Crash / Injury** – A crash or injury where the driver/employee could have, but failed, to properly identify an incident-producing situation soon enough to take reasonable and prudent action to avoid a crash or injury.

**Definition of Defensive Driving** - To drive in such a manner as to identify incident-producing situations soon enough to take reasonable and prudent action to avoid a collision.

**PROCEDURE:** The following situations are intended as guidelines in determining preventability. There are other circumstances which could fall into both categories as well.

The heart of incident analysis is determining the root cause of the incident and whether it could have been avoided, based on the facts. The incident must be evaluated in light of all available facts that are pertinent to the cause of the incident. Digging out these facts can be achieved in many instances by a thorough investigation/analysis and reconstruction or examination of the incident sequence.

Each incident or injury event must be judged individually. Certain types will generally fall in the non-preventable category, and certain others, in the absence of extenuating circumstances and conditions, fall in the preventable category. The types of incidents listed below do not cover every incident that may occur, but they are intended to provide general guidance to assist in determining preventability and are generally accepted by the National Safety Council and the US Department of Transportation.

**Determining preventability has nothing to do with who was legally "at fault" or who was "liable" or to blame for the incident.**

Generally, an incident/injury is preventable if the employee failed to follow company policies / safe-work practices and do everything *reasonable* to prevent the incident or injury from occurring.

A preventable motor vehicle incident is one in which the driver could have, but failed, to drive in such a manner as to identify an incident-producing situation soon enough to take reasonable and prudent action to avoid such an incident.

When faced with a vehicle incident, the preventability determination is based on the following rule:

"It is the responsibility of a professional driver to drive in such a manner as to identify incident-producing situations soon enough to take reasonable and prudent action to avoid such an incident."  
The key to this definition and rule is the word "reasonable."

The key factor in determining whether an incident is preventable, hinges solely on whether or not the incident could have been prevented or avoided by our driver – **not** who was **primarily** responsible or at fault.

The fact that the other driver violated a traffic code or rule of safe driving does not in itself excuse our driver.

To determine reasonableness, consider the following:

- Could the driver/worker identify the incident producing situation or potential for an incident?

- Did the driver/worker know what corrective action was necessary, having identified the incident producing situation or potential for an incident?
- Did the driver/worker follow established company policies/practices/protocols?
- Did the driver/worker take appropriate and prudent action to adjust his/her driving or work behaviors or actions in time to avoid the incident?

## **WORKPLACE INCIDENTS**

The following considerations apply to workplace incidents that cause (or could have caused) injury to either the employee or bystanders/other persons.

### **Considerations**

#### **Unsafe Acts:**

1. Unauthorized operation of equipment
2. Unauthorized performance of a job or task
3. Running - Horse Play
4. Not following established procedures
5. Bypassing or failure to use safety devices
6. Not using protective equipment
7. Under influence of drugs or alcohol

#### **Unsafe Conditions:**

1. Ergonomic hazards
2. Environmental hazards
3. Inadequate housekeeping
4. Blocked walkways
5. Improper or damaged Personal Protective Equipment (PPE)
6. Inadequate machine guarding
7. Inadequate maintenance of machines or tools

#### **Non-preventable if:**

1. Mechanical defect in a machine or tool which could not have been detected or foreseen by the operating employee or through routine maintenance.

#### **Preventable if:**

1. Incident or injury can be attributed to an unsafe act or unsafe condition.
2. Employee performed a job or task for which he/she was neither authorized, nor inadequately trained (would be a failure in the supervisory/training process).
3. Incident or injury occurred due to employee's failure to use (or improper use of) personal protective equipment.



4. Incident or injury occurred due to employee's use or attempted use of a vehicle, machine or tool that he/she knew was defective or for which he was not authorized to use.
5. Employee's abuse of a machine or tool was such that it rendered the tool or machine defective.

## **VEHICLE INCIDENTS**

### **A: Struck in Rear by Other Vehicle:**

#### **Non-Preventable if:**

1. Driver's vehicle was legally and properly parked.
2. Driver was proceeding in his own lane of traffic at a safe and lawful speed.
3. Driver was stopped in traffic due to existing conditions or was stopped in compliance with traffic sign or signal or the directions of a police officer or other person legitimately controlling traffic.
4. Driver was in proper lane waiting to make turn.

#### **Preventable if:**

1. Driver was passing slower traffic near an intersection and had to make sudden stop.
2. Driver made sudden stop to park, load, or unload.
3. Driver rolled back into vehicle behind while starting on grade.
4. Driver made sudden stop to avoid striking other vehicle in the rear.

### **B. Struck While Parked:**

#### **Non-Preventable if:**

1. Driver was properly parked in a location where parking was permitted.
2. Vehicle was protected by emergency warning devices as required by DOT and state regulations or if driver was in the process of setting out or retrieving signals. These provisions shall apply to the use of the turn signals as emergency warning lights under DOT regulations.

### **C. Incidents at Intersections:**

#### **Preventable if:**

1. Driver failed to control speed so that he could stop within available clear sight distance.
2. Driver failed to check cross-traffic and wait for it to clear before entering intersection.
3. Driver pulled out from side street in the face of oncoming traffic.
4. Driver collided with person, vehicle, or object while making right or left turn.
5. Driver collided with vehicle making turn in front of him.

### **D. Striking Other Vehicle in Rear:**

#### **Preventable if:**

1. Driver failed to maintain safe following distance and have his vehicle under control.
2. Driver failed to keep track of traffic conditions and note slowdowns.
3. Driver failed to ascertain whether vehicle ahead was moving slowly, stopped, or slowing down for

any reason.

4. Driver misjudged rate of overtaking.
5. Driver came too close before pulling out to pass.
6. Driver failed to wait for car ahead to move into the clear before starting to move.
7. Driver failed to leave sufficient room for passing vehicle to get safely back in line.
8. Driver was over-driving his vision.

#### **E. Sideswipe and Head-on Collisions:**

##### **Preventable if:**

1. Driver was not entirely in his proper lane of travel.
2. Driver did not pull to his right and slow down and stop for vehicle encroaching on his lane of travel when such action could have been taken without additional danger. (Buses with passengers should not run off the road.)

#### **F. Squeeze Plays and Blockouts:**

##### **Preventable if:**

1. Driver failed to yield right-of-way when necessary to avoid an incident.
2. Driver failed to properly position vehicle in preparation for the turn

#### **G. Backing Incidents:**

##### **Preventable if:**

1. Driver backed up when backing could have been avoided by better planning of his route.
2. Driver backed into traffic stream when such backing could have been avoided.
3. Driver failed to get out of vehicle and check proposed path of backward travel.
4. Driver failed to get out of vehicle periodically and recheck conditions when backing a long distance.
5. Driver failed to sound horn and turn on 4-way flashers prior to and while backing.

#### **H. Incidents Involving Rail-Operated Vehicles:**

##### **Preventable if:**

1. Driver attempted to cross tracks directly ahead of train or streetcar.
2. Driver ran into side of train or streetcar.
3. Driver stopped or parked on or too close to tracks.
4. Driver disregarded warning lights or devices.
5. Driver failed to stop at crossing as required by regulations.

#### **I. Incidents While Passing:**

##### **Preventable if:**

1. Driver passed where view of road ahead was obstructed by hill, curve, vegetation, traffic, adverse weather conditions, etc.
2. Driver attempted to pass in the face of closely approaching traffic.
3. Driver failed to warn driver of vehicle being passed (e.g. horn, and/or turn signal indicators).

4. Driver failed to signal change of lanes.
5. Driver pulled out in front of other traffic over-taking from rear.
6. Driver cut-in short returning to lane of travel.

#### **J. Incidents While Being Passed:**

##### **Preventable if:**

1. Driver failed to stay in his own lane and hold speed or reduce it to permit safe passing.

#### **K. Incidents While Entering Traffic Stream:**

##### **Preventable if:**

1. Driver failed to signal when pulling out from curb.
2. Driver failed to check traffic before pulling out from curb.
3. Driver failed to look back to check traffic if he was in position where mirrors did not show traffic conditions.
4. Driver attempted to pull out in a manner that forced other vehicle(s) to change speed or direction.
5. Driver failed to make full stop before entering from side street, alley or driveway.
6. Driver failed to make full stop before crossing sidewalk.
7. Driver failed to yield right-of-way to approaching traffic.

#### **L. Pedestrian Incidents:**

##### **Preventable if:**

1. Driver did not reduce speed in area of heavy pedestrian traffic.
2. Driver was not prepared to stop.
3. Driver failed to yield right-of-way to pedestrian.

#### **M. Mechanical Defects Incidents:**

##### **Preventable if:**

1. Defect was of a type which driver should have detected in making pre-trip or enroute inspection of vehicle.
2. Defect was of a type which driver should have detected during the normal operation of the vehicle.
3. Defect was caused by driver's abusive handling of the vehicle.

#### **N. All Types of Incidents:**

##### **Preventable if:**

1. Driver was not operating at a speed consistent with the existing conditions of road, weather and traffic.
2. Driver failed to control speed so that he could stop within assured clear distance.
3. Driver misjudged available clearance.
4. Driver failed to yield right-of-way to avoid incident.
5. Driver failed to accurately observe and recognize potentially existing hazardous conditions or events that could produce an incident.
6. Driver was in violation of Company operating rules or special instruction, the regulations of any federal or state regulatory

## Appendix D-Accident and Incident Report Forms



# FIXED ROUTE VEHICULAR INCIDENT/ACCIDENT REPORT

COMPLETE ALL BOXES; IF UNKNOWN, PUT "UNK"; IF NOT APPLICABLE, PUT "NA"

IMPACT AREA, CIRCLE ONE CODE

**ACCIDENT TYPE INVOLVING**

|  |  |
|--|--|
| <input type="checkbox"/> 1.1 OVERTURN          | <input type="checkbox"/> 2.3 PEDESTRIAN            |
| <input type="checkbox"/> 1.2 BUS OFF ROAD      | <input type="checkbox"/> 2.4 BICYCLIST             |
| <input type="checkbox"/> 1.3 SIDESWIPE         | <input type="checkbox"/> 2.5 ANIMAL                |
| <input type="checkbox"/> 1.4 FIXED OBJECT      | <input type="checkbox"/> 2.6 PARKED VEHICLE        |
| <input type="checkbox"/> 1.5 INTERSECTION      | <input type="checkbox"/> 2.7 TD YARD OR PROPERTY   |
| <input type="checkbox"/> 1.6 REAR END          | <input type="checkbox"/> 2.8 WHEELCHAIR SECUREMENT |
| <input type="checkbox"/> 1.7 FRONT END         | <input type="checkbox"/> 2.9 _____ OTHER _____     |
| <input type="checkbox"/> 1.8 _____ OTHER _____ |  |

0.9 MULTIPLE AREAS/OVERTURN/BOTTOM

|                                    |  |                                     |  |  |
|------------------------------------|--|-------------------------------------|--|--|
| DATE                               | OF ACCIDENT (MO. DAY YR.)  | TIME                                | BUS. NUMBER  | MODEL                                    |
| PLACE                              | NEAREST CITY OR TOWN   |                                     |  | STATE OR PROV.                           |
|                                    | ON (STREET OR HIGHWAY)   |                                     | <input type="checkbox"/> AT (STREET, HIGHWAY OR OTHER LANDMARK)<br><input type="checkbox"/> NEAR |  |
| TRIP OR ROUTE                      | TRIP NO. OR ROUTE NO.  | ENROUTE FROM                        | ENROUTE TO   |  |
| BUS DRIVER                         | NAME   |                                     | DATE HIRED   | DOB                                      |
|                                    | AGE  |                                     | EMPLOYEE NO.   | DIVISION NAME                            |
| <input type="checkbox"/> FULL TIME | DRIVING EXPERIENCE (BY TYPE OF VEH.)   | 6.1 MO. ALL TYPES OF VEH.           | 6.2 MO. COMM'L. VEHICLES   | 6.3 MO. BUSES                            |
| <input type="checkbox"/> PART TIME | ESTIMATED HOURS OF "ON DUTY" TIME, SINCE LAST PERIOD OF 8 CONSECUTIVE HOURS OFF DUTY |                                     |  |  |
|                                    | 8.1 <input type="checkbox"/> 1 HR.   | 8.3 <input type="checkbox"/> 3 HRS. | 8.5 <input type="checkbox"/> 5 HRS.  | 8.7 <input type="checkbox"/> 7 HRS.      |
|                                    | 8.2 <input type="checkbox"/> 2 HRS.  | 8.4 <input type="checkbox"/> 4 HRS. | 8.6 <input type="checkbox"/> 6 HRS.  | 8.8 <input type="checkbox"/> 8 HRS.      |
|                                    |  |                                     | 8.9 <input type="checkbox"/> 9 HRS.  | 8.11 <input type="checkbox"/> 11-12 HRS. |
|                                    |  |                                     | 8.10 <input type="checkbox"/> 10 HRS.  |  |
| DAMAGE TO TD BUS/VEH.              | DESCRIBE DAMAGE  |                                     |  | WAS VEHICLE TOWED?                       |

|        |   |           |                         |  |
|--------|---|-----------|-------------------------|--|
| VEH. 2 | DRIVER'S NAME   | PHONE ( ) | AGE (EST.)              | <input type="checkbox"/> MALE<br><input type="checkbox"/> FEMALE |
|        | DRIVER'S ADDRESS (STREET & NO., CITY, STATE OR PROV.) |           | OPER. LIC. NO.          | STATE OR PROV.   |
|        | OWNER'S NAME  | PHONE ( ) | VEH. YEAR, MAKE & MODEL |  |
|        | OWNER'S ADDRESS (STREET & NO., CITY, STATE OR PROV.)  |           | VEH. LIC. NO.           | STATE OR PROV.   |
|        | DESCRIBE DAMAGE                                       |           |                         | WAS VEHICLE TOWED?   |
|        | INSURANCE POLICY                                      |           | POLICY NUMBER           |  |

|        |   |           |                         |  |
|--------|---|-----------|-------------------------|--|
| VEH. 3 | DRIVER'S NAME   | PHONE ( ) | AGE (EST.)              | <input type="checkbox"/> MALE<br><input type="checkbox"/> FEMALE |
|        | DRIVER'S ADDRESS (STREET & NO., CITY, STATE OR PROV.) |           | OPER. LIC. NO.          | STATE OR PROV.   |
|        | OWNER'S NAME  | PHONE ( ) | VEH. YEAR, MAKE & MODEL |  |
|        | OWNER'S ADDRESS (STREET & NO., CITY, STATE OR PROV.)  |           | VEH. LIC. NO.           | STATE OR PROV.   |
|        | DESCRIBE DAMAGE                                       |           |                         | WAS VEHICLE TOWED?   |
|        | INSURANCE POLICY                                      |           | POLICY NUMBER           |  |

|                |                 |
|----------------|-----------------|
| OTHER PROPERTY | DESCRIBE DAMAGE |
|----------------|-----------------|

|                     |                                      |                  |        |        |                       |                                     |                  |        |        |
|---------------------|--------------------------------------|------------------|--------|--------|-----------------------|-------------------------------------|------------------|--------|--------|
| PERSONS IN ACCIDENT | NO. OF PERSONS (INCL. DRIVER)        | BUS / TD VEHICLE | VEH. 2 | VEH. 3 | S<br>P<br>E<br>E<br>D | POSTED SPEED LIMIT                  | BUS / TD VEHICLE | VEH. 2 | VEH. 3 |
|                     | NO. OF PERSONS COMPLAINING OF INJURY |                  |        |        |                       | ESTIMATED SPEED WHEN DANGER NOTICED | MPH              | MPH    | MPH    |
|                     | PERSONS TRANSPORTED TO HOSPITAL      |                  |        |        |                       | ESTIMATED SPEED AT IMPACT           |                  |        |        |
|                     | NUMBER PERSONS ADMITTED TO HOSPITAL  |                  |        |        |                       |                                     | MPH              | MPH    | MPH    |

|   |  |              |
|---|--|--------------|
| POLICE INVESTIGATE?<br><input type="checkbox"/> YES <input type="checkbox"/> NO   | IF SO, NAME OF OFFICER WITH BADGE #            | REPORT NO.   |
|   | IF SO, NAME OF DEPARTMENT OR PATROL & LOCATION |              |
| TICKETS ISSUED?<br><input type="checkbox"/> TD DRIVER <input type="checkbox"/> OTHER DRIVER <input type="checkbox"/> NONE | IF SO, CHARGE                                  |              |
| INCIDENT REPORTED TO TRANSDEV RISK MGMT / WEBRISK<br><input type="checkbox"/> YES <input type="checkbox"/> NO             | REFERENCE NUMBER                               |              |
| ANYONE TRANSPORTED TO HOSPITAL?<br><input type="checkbox"/> YES <input type="checkbox"/> NO                               | HOSPITAL NAME                                  | CITY & STATE |

**MOVEMENT**

VEHICLE

BUS #2 #3

|   |
|---|
| <input type="checkbox"/> 3.1 STRAIGHT AHEAD - PASSING                     |
| <input type="checkbox"/> 3.2 STRAIGHT AHEAD - BEING PASSED                |
| <input type="checkbox"/> 3.3 STRAIGHT AHEAD - NOT PASSING OR BEING PASSED |
| <input type="checkbox"/> 3.4 MERGING / LANE CHANGE                        |
| <input type="checkbox"/> 3.5 TURNING LEFT                                 |
| <input type="checkbox"/> 3.6 TURNING RIGHT                                |
| <input type="checkbox"/> 3.7 BACKING                                      |
| <input type="checkbox"/> 3.8 STOPPED IN TRAFFIC                           |
| <input type="checkbox"/> 3.9 STOPPED AT RR CROSSING                       |
| <input type="checkbox"/> 3.10 WEAVING                                     |
| <input type="checkbox"/> 3.11 SKIDDING                                    |
| <input type="checkbox"/> 3.12 WRONG SIDE                                  |
| <input type="checkbox"/> 3.13 TD VEHICLE PARKED                           |
| <input type="checkbox"/> 3.14 _____ OTHER _____                           |

**PEDESTRIAN / BICYCLIST**

|   |
|---|
| <input type="checkbox"/> 4.1 WALKING/RIDING WITH TRAFFIC    |
| <input type="checkbox"/> 4.2 WALKING/RIDING AGAINST TRAFFIC |
| <input type="checkbox"/> 4.3 COMING FROM BEHIND PARKED VEH. |
| <input type="checkbox"/> 4.4 CROSSING AT INTERSECTION       |
| <input type="checkbox"/> 4.5 CROSSING NOT AT INTERSECTION   |
| <input type="checkbox"/> 4.6 ALIGHTING FROM A VEHICLE       |
| <input type="checkbox"/> 4.7 _____ OTHER _____              |

**PASSENGER INJURY / FALL**

|   |
|---|
| <input type="checkbox"/> 5.1 BOARDING VEHICLE       |
| <input type="checkbox"/> 5.2 ALIGHTING FROM VEHICLE |
| <input type="checkbox"/> 5.3 CAUGHT IN DOORS        |
| <input type="checkbox"/> 5.4 SEATED                 |
| <input type="checkbox"/> 5.5 IN MOTION IN VEHICLE   |
| <input type="checkbox"/> 5.6 STANDING               |
| <input type="checkbox"/> 5.7 _____                  |







|  |   |                       |
|--|---|-----------------------|
|  |   |                       |
|  |   |                       |
| <b>SAFETY MANAGER OR GM SIGNATURE</b><br>(Ensure report is complete before forwarding) | <b>DRIVER'S SIGNATURE AND EMPLOYEE NUMBER</b> | <b>DATE OF REPORT</b> |

**WITNESSES –**

CRITICAL- PERSONS OTHER THAN OCCUPANTS OF VEHICLES INVOLVED: LIST PASSERBY, OTHER MOTORISTS OR PERSONS AT SCENE OF ACCIDENT – WHETHER EYE WITNESSES OR NOT. (Use Witness Cards if Available)

| NAME | AGE | HOME PHONE | BUSINESS PHONE | ADDRESS (STREET & NO., CITY & STATE OR PROV.) | COMMENTS |
|------|-----|------------|----------------|---|----------|
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |

NON-DRIVER VEHICLE OCCUPANTS DO NOT REPEAT NAMES OF THOSE SHOWN ABOVE.

| NAME | AGE | HOME PHONE | BUSINESS PHONE | ADDRESS (STREET & NO., CITY & STATE OR PROV.) | TREATMENT AND HOSPITAL IF TRANSPORTED   | OCCUPANT VEHICLE  |
|------|-----|------------|----------------|---|---|---|
|      |     |            |                |   | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|      |     |            |                |   | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |

|  |  |  |  |  |   |   |
|--|--|--|--|--|---|---|
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |

***DISTRIBUTION: ORIGINAL TO "RISK MGT. DEPT."***  
***COPIES TO: SAFETY, DRIVER FILE, REGION SAFETY DIRECTOR***



**Courtesy Card (Tarjeta de Courtesia)**  
Please complete this card and return to driver  
Por favor de llenar esta tarjeta y devuelva al conductor



Concord Kannapolis Area Transit

**Your Name:** \_\_\_\_\_  
(Nombre)

**Address:** \_\_\_\_\_  
(Direccion)

**Home Phone:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
(Numero de telefono de casa)

**Work Phone:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
(Numero de telefono de trabajo)

**Bus #** \_\_\_\_\_  
(#de bus)

**Route** \_\_\_\_\_  
(Ruta)

**Time** \_\_\_\_\_  
(Hora)

**Where were you on the bus at the time of the accident?** \_\_\_\_\_  
(En que sitio del bus se encontraba cuando ocurrio el accidente?)

**How did the accident happen?** \_\_\_\_\_  
(Como ocurrio el accidente?)

**Who do you think was responsible?** \_\_\_\_\_  
(Quien usted piensa fue responsable?)

**Thank you / Gracias**

**Signature:** \_\_\_\_\_  
(Firma) (Over) / (dele vuelta)



**Courtesy Card (Tarjeta de Courtesia)**  
Please complete this card and return to driver  
Por favor de llenar esta tarjeta y devuelva al conductor



Concord Kannapolis Area Transit

**Your Name:** \_\_\_\_\_  
(Nombre)

**Address:** \_\_\_\_\_  
(Direccion)

**Home Phone:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
(Numero de telefono de casa)

**Work Phone:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
(Numero de telefono de trabajo)

**Bus #** \_\_\_\_\_  
(#de bus)

**Route** \_\_\_\_\_  
(Ruta)

**Time** \_\_\_\_\_  
(Hora)

**Where were you on the bus at the time of the accident?** \_\_\_\_\_  
(En que sitio del bus se encontraba cuando ocurrio el accidente?)

**How did the accident happen?** \_\_\_\_\_  
(Como ocurrio el accidente?)

**Who do you think was responsible?** \_\_\_\_\_  
(Quien usted piensa fue responsable?)

**Thank you / Gracias**

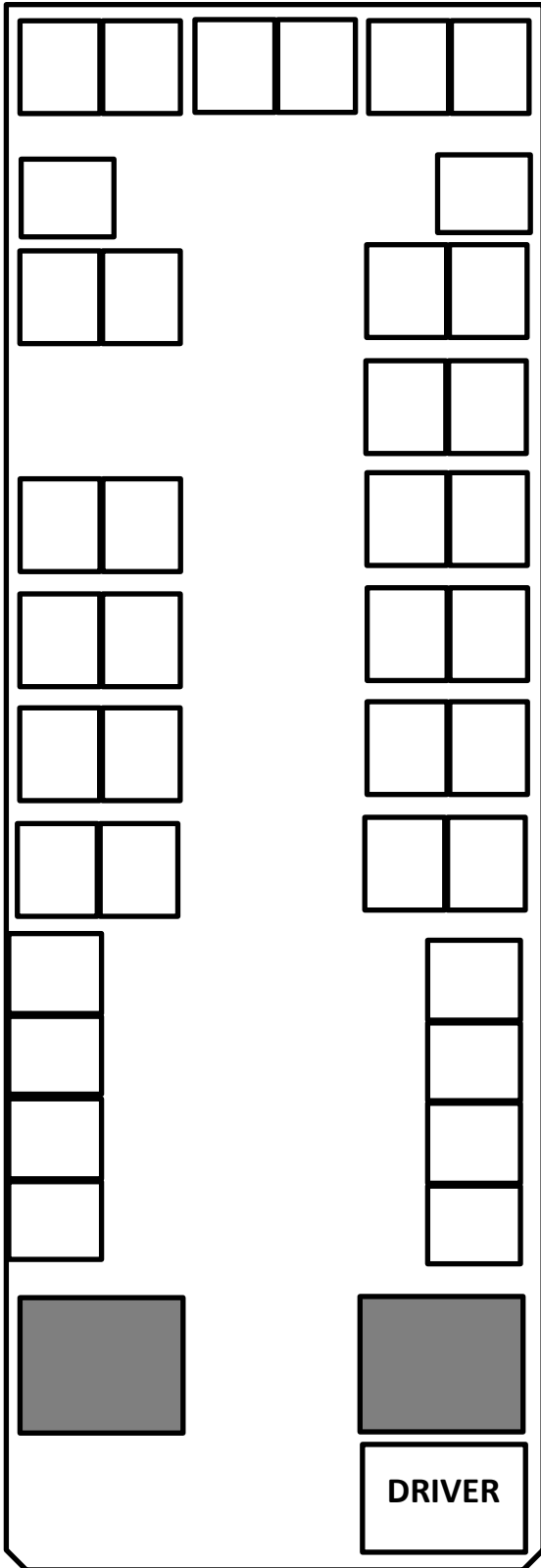
**Signature:** \_\_\_\_\_  
(Firma) (Over) / (dele vuelta)



# BUS SEATING DIAGRAM



Concord Kannapolis Area Transit



If a passenger is injured, or is possibly injured, or has fallen on your bus, use this diagram to mark the appropriate seat / position on the diagram.

Mark an X in the position of the injured passenger.

If more than one, number passengers then record names with corresponding numbers on a separate list when complete.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Location: \_\_\_\_\_

Operator: \_\_\_\_\_

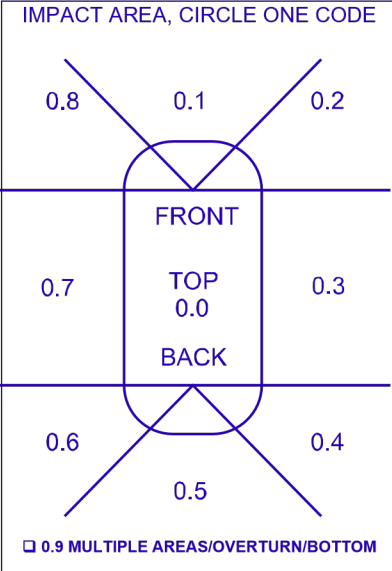
Supervisor: \_\_\_\_\_





# PARATRANSIT VEHICULAR INCIDENT/ACCIDENT REPORT

COMPLETE ALL BOXES; IF UNKNOWN, PUT "UNK"; IF NOT APPLICABLE, PUT "NA"



- ACCIDENT TYPE INVOLVING**
- 1.1 OVERTURN  2.3 PEDESTRIAN
  - 1.2 BUS OFF ROAD  2.4 BICYCLIST
  - 1.3 SIDESWIPE  2.5 ANIMAL
  - 1.4 FIXED OBJECT  2.6 PARKED VEHICLE
  - 1.5 INTERSECTION  2.7 TD YARD OR PROPERTY
  - 1.6 REAR END  2.8 WHEELCHAIR SECUREMENT
  - 1.7 FRONT END  2.9 OTHER
  - 1.8 OTHER

- MOVEMENT**
- VEHICLE
- BUS #2 #3
- 3.1 STRAIGHT AHEAD - PASSING
  - 3.2 STRAIGHT AHEAD - BEING PASSED
  - 3.3 STRAIGHT AHEAD - NOT PASSING OR BEING PASSED
  - 3.4 MERGING / LANE CHANGE
  - 3.5 TURNING LEFT
  - 3.6 TURNING RIGHT
  - 3.7 BACKING
  - 3.8 STOPPED IN TRAFFIC
  - 3.9 STOPPED AT RR CROSSING
  - 3.10 WEAVING
  - 3.11 SKIDDING
  - 3.12 WRONG SIDE
  - 3.13 TD VEHICLE PARKED
  - 3.14 OTHER

- PEDESTRIAN / BICYCLIST**
- 4.1 WALKING/RIDING WITH TRAFFIC
  - 4.2 WALKING/RIDING AGAINST TRAFFIC
  - 4.3 COMING FROM BEHIND PARKED VEH.
  - 4.4 CROSSING AT INTERSECTION
  - 4.5 CROSSING NOT AT INTERSECTION
  - 4.6 ALIGHTING FROM A VEHICLE
  - 4.7 OTHER

- PASSENGER INJURY / FALL**
- 5.1 BOARDING VEHICLE
  - 5.2 ALIGHTING FROM VEHICLE
  - 5.3 CAUGHT IN DOORS
  - 5.4 SEATED
  - 5.5 IN MOTION IN VEHICLE
  - OTHER

|   |  |  |  |  |                |                    |                  |                                     |        |     |     |
|---|--|--|--|--|----------------|--------------------|------------------|-------------------------------------|--------|-----|-----|
| DATE  | OF ACCIDENT (MO. DAY YR.)  | TIME   | BUS. NUMBER  | MODEL  |                |                    |                  |                                     |        |     |     |
| PLACE   | NEAREST CITY OR TOWN   |  |  | STATE OR PROV.   |                |                    |                  |                                     |        |     |     |
|   | ON (STREET OR HIGHWAY)   |  | <input type="checkbox"/> AT (STREET, HIGHWAY OR OTHER LANDMARK)<br><input type="checkbox"/> NEAR |  |                |                    |                  |                                     |        |     |     |
| TRIP OR ROUTE   | TRIP NO. OR ROUTE NO.  | ENROUTE FROM                                   | ENROUTE TO   |  |                |                    |                  |                                     |        |     |     |
| BUS DRIVER  | NAME   |  | DATE HIRED   | DOB  |                |                    |                  |                                     |        |     |     |
|   | AGE  |  | EMPLOYEE NO.   | LOCATION NAME  |                |                    |                  |                                     |        |     |     |
| <input type="checkbox"/> FULL TIME  | DRIVING EXPERIENCE (BY TYPE OF VEH.)   | 6.1 MO. ALL TYPES OF VEH.                      | 6.2 MO. COMMML. VEHICLES   | 6.3 MO. BUSES  |                |                    |                  |                                     |        |     |     |
| <input type="checkbox"/> PART TIME  | ESTIMATED HOURS OF "ON DUTY" TIME, SINCE LAST PERIOD OF 8 CONSECUTIVE HOURS OFF DUTY |  |  |  |                |                    |                  |                                     |        |     |     |
|   | 8.1 <input type="checkbox"/> 1 HR.   | 8.2 <input type="checkbox"/> 2 HRS.            | 8.3 <input type="checkbox"/> 3 HRS.  | 8.4 <input type="checkbox"/> 4 HRS.                              |                |                    |                  |                                     |        |     |     |
|   | 8.5 <input type="checkbox"/> 5 HRS.  | 8.6 <input type="checkbox"/> 6 HRS.            | 8.7 <input type="checkbox"/> 7 HRS.  | 8.8 <input type="checkbox"/> 8 HRS.                              |                |                    |                  |                                     |        |     |     |
|   | 8.9 <input type="checkbox"/> 9 HRS.  | 8.10 <input type="checkbox"/> 10 HRS.          | 8.11 <input type="checkbox"/> 11-12 HRS.   |  |                |                    |                  |                                     |        |     |     |
| DAMAGE TO TD BUS/VEH.   | DESCRIBE DAMAGE  |  |  | WAS VEHICLE TOWED?   |                |                    |                  |                                     |        |     |     |
| VEH. 2  | DRIVER'S NAME  |  | PHONE ( )  | AGE (EST.)   |                |                    |                  |                                     |        |     |     |
|   |  |  |  | <input type="checkbox"/> MALE<br><input type="checkbox"/> FEMALE |                |                    |                  |                                     |        |     |     |
|   | DRIVER'S ADDRESS (STREET & NO., CITY, STATE OR PROV.)                                |  |  | OPER. LIC. NO.   |                |                    |                  |                                     |        |     |     |
|   |  |  |  | STATE OR PROV.   |                |                    |                  |                                     |        |     |     |
|   | OWNER'S NAME   |  | PHONE ( )  | VEH. YEAR, MAKE & MODEL  |                |                    |                  |                                     |        |     |     |
|   | OWNER'S ADDRESS (STREET & NO., CITY, STATE OR PROV.)                                 |  |  | VEH. LIC. NO.  | STATE OR PROV. |                    |                  |                                     |        |     |     |
| DESCRIBE DAMAGE   |  |  |  | WAS VEHICLE TOWED?   |                |                    |                  |                                     |        |     |     |
| INSURANCE POLICY  |  |  | POLICY NUMBER  |  |                |                    |                  |                                     |        |     |     |
| VEH. 3  | DRIVER'S NAME  |  | PHONE ( )  | AGE (EST.)   |                |                    |                  |                                     |        |     |     |
|   |  |  |  | <input type="checkbox"/> MALE<br><input type="checkbox"/> FEMALE |                |                    |                  |                                     |        |     |     |
|   | DRIVER'S ADDRESS (STREET & NO., CITY, STATE OR PROV.)                                |  |  | OPER. LIC. NO.   |                |                    |                  |                                     |        |     |     |
|   |  |  |  | STATE OR PROV.   |                |                    |                  |                                     |        |     |     |
|   | OWNER'S NAME   |  | PHONE ( )  | VEH. YEAR, MAKE & MODEL  |                |                    |                  |                                     |        |     |     |
|   | OWNER'S ADDRESS (STREET & NO., CITY, STATE OR PROV.)                                 |  |  | VEH. LIC. NO.  | STATE OR PROV. |                    |                  |                                     |        |     |     |
| DESCRIBE DAMAGE   |  |  |  | WAS VEHICLE TOWED?   |                |                    |                  |                                     |        |     |     |
| INSURANCE POLICY  |  |  | POLICY NUMBER  |  |                |                    |                  |                                     |        |     |     |
| OTHER PROPERTY  | DESCRIBE DAMAGE  |  |  |  |                |                    |                  |                                     |        |     |     |
| PERSONS IN ACCIDENT   |  | BUS / TD VEHICLE                               | VEH. 2   | VEH. 3   | SPEED          | POSTED SPEED LIMIT | BUS / TD VEHICLE | VEH. 2                              | VEH. 3 |     |     |
|   |  |  |  |  |                |                    | MPH              | MPH                                 | MPH    |     |     |
|   |  | NO. OF PERSONS (INCL. DRIVER)                  |  |  |                |                    |                  | ESTIMATED SPEED WHEN DANGER NOTICED | MPH    | MPH | MPH |
|   |  | NO. OF PERSONS COMPLAINING OF INJURY           |  |  |                |                    |                  | ESTIMATED SPEED AT IMPACT           | MPH    | MPH | MPH |
|   |  | PERSONS TRANSPORTED TO HOSPITAL                |  |  |                |                    |                  |                                     |        |     |     |
|   |  | NUMBER PERSONS ADMITTED TO HOSPITAL            |  |  |                |                    |                  |                                     |        |     |     |
| POLICE INVESTIGATE?<br><input type="checkbox"/> YES <input type="checkbox"/> NO   |  | IF SO, NAME OF OFFICER WITH BADGE #            |  |  | REPORT NO.     |                    |                  |                                     |        |     |     |
|   |  | IF SO, NAME OF DEPARTMENT OR PATROL & LOCATION |  |  |                |                    |                  |                                     |        |     |     |
| TICKETS ISSUED?<br><input type="checkbox"/> TD DRIVER <input type="checkbox"/> OTHER DRIVER <input type="checkbox"/> NONE |  | IF SO, CHARGE                                  |  |  |                |                    |                  |                                     |        |     |     |
| INCIDENT REPORTED TO TRANSDEV RISK MGMT / WEBRISK<br><input type="checkbox"/> YES <input type="checkbox"/> NO             |  | REFERENCE NUMBER                               |  |  |                |                    |                  |                                     |        |     |     |
| ANYONE TRANSPORTED TO HOSPITAL?<br><input type="checkbox"/> YES <input type="checkbox"/> NO                               |  | 414  |  |  | HOSPITAL NAME  |                    | CITY & STATE     |                                     |        |     |     |





|   |  |                |
|---|--|----------------|
|   |  |                |
|   |  |                |
| SAFETY MANAGER OR GM SIGNATURE<br><br>(Ensure report is complete before forwarding) | DRIVER'S SIGNATURE AND EMPLOYEE NUMBER | DATE OF REPORT |

**WITNESSES –**

**CRITICAL- PERSONS OTHER THAN OCCUPANTS OF VEHICLES INVOLVED: LIST PASSERBY, OTHER MOTORISTS OR PERSONS AT SCENE OF ACCIDENT – WHETHER EYE WITNESSES OR NOT. (Use Witness Cards if Available)**

| NAME | AGE | HOME PHONE | BUSINESS PHONE | ADDRESS (STREET & NO., CITY & STATE OR PROV.) | COMMENTS |
|------|-----|------------|----------------|---|----------|
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |

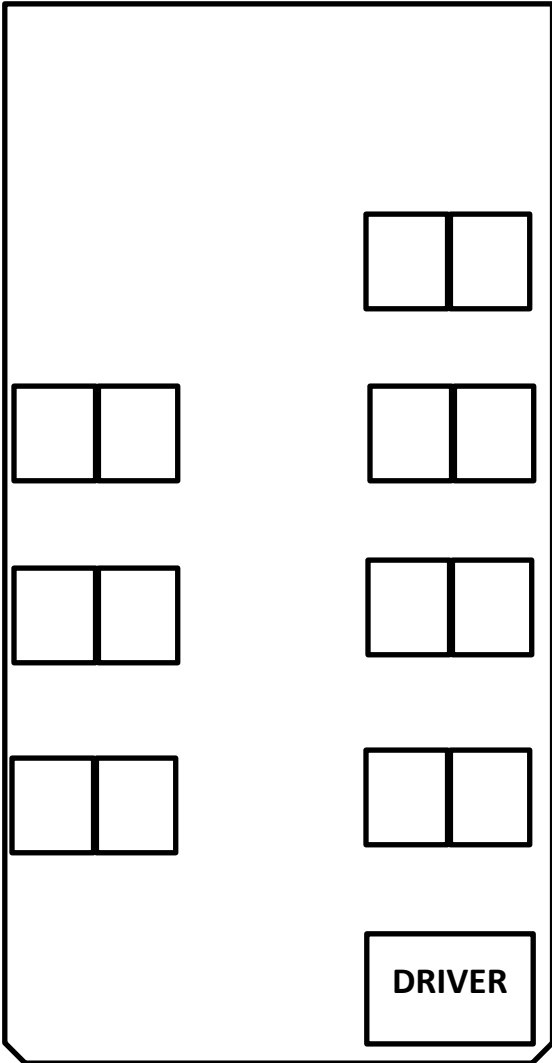
NON-DRIVER VEHICLE OCCUPANTS DO NOT REPEAT NAMES OF THOSE SHOWN ABOVE.

| NAME | AGE | HOME PHONE | BUSINESS PHONE | ADDRESS (STREET & NO., CITY & STATE OR PROV.) | TREATMENT AND HOSPITAL IF TRANSPORTED   | OCCUPANT VEHICLE  |
|------|-----|------------|----------------|---|---|---|
|      |     |            |                |   | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|      |     |            |                |   | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|      |     |            |                |   | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |

|  |  |  |  |  |   |   |
|--|--|--|--|--|---|---|
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
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|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> PEDESTRIAN V1 <input type="checkbox"/><br><input type="checkbox"/> CYCLIST V2 <input type="checkbox"/><br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |

**DISTRIBUTION: ORIGINAL TO "RISK MGT. DEPT."  
 COPIES TO: SAFETY, DRIVER FILE, REGION SAFETY DIRECTOR**





If a passenger is injured, or is possibly injured, or has fallen on your bus, use this diagram to mark the appropriate seat / position on the diagram.

Mark an **X** in the position of the injured passenger **OR** a **MD** if the passenger was in a mobility device.

If more than one, number passengers then record names with corresponding numbers on a separate list when complete.

Date: \_\_\_\_\_ Time: \_\_\_\_\_

Location: \_\_\_\_\_

Operator: \_\_\_\_\_

Supervisor: \_\_\_\_\_



**Courtesy Card (Tarjeta de Courtesia)**  
Please complete this card and return to driver  
Por favor de llenar esta tarjeta y devuelva al conductor



Concord Kannapolis Area Transit

**Your Name:** \_\_\_\_\_  
(Nombre)  
**Address:** \_\_\_\_\_  
(Direccion)

**Home Phone:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
(Numero de telefono de casa)      **Work Phone:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
(Numero de telefono de trabajo)

**Bus #** \_\_\_\_\_      **Route** \_\_\_\_\_      **Time** \_\_\_\_\_  
(#de bus)      (Ruta)      (Hora)

**Where were you on the bus at the time of the accident?** \_\_\_\_\_  
(En que sitio del bus se encontraba cuando ocurrio el accidente?)

**How did the accident happen?** \_\_\_\_\_  
(Como ocurrio el accidente?)

**Who do you think was responsible?** \_\_\_\_\_  
(Quien usted piensa fue responsable?)

**Thank you / Gracias**

**Signature:** \_\_\_\_\_  
(Firma)      (Over) / (dele vuelta)



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(Numero de telefono de casa)      **Work Phone:** (\_\_\_\_) \_\_\_\_\_ - \_\_\_\_\_  
(Numero de telefono de trabajo)

**Bus #** \_\_\_\_\_      **Route** \_\_\_\_\_      **Time** \_\_\_\_\_  
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**Signature:** \_\_\_\_\_  
(Firma)      (Over) / (dele vuelta)

IMPACT AREA, CIRCLE ONE CODE



# NON REVENUE VEHICLE ACCIDENT REPORT

COMPLETE ALL BOXES; IF UNKNOWN, PUT "UNK"; IF NOT APPLICABLE, PUT "NA"

**ACCIDENT TYPE**

1.1 OVERTURN

1.2 BUS OFF ROAD

1.3 SIDESWIPE

1.4 FIXED OBJECT

1.5 INTERSECTION

1.6 REAR END

1.7 FRONT END

1.8 \_\_\_\_\_ OTHER

**INVOLVING**

2.3 PEDESTRIAN

2.4 BICYCLIST

2.5 ANIMAL

2.6 PARKED VEHICLE

2.7 TD YARD OR PROPERTY

2.8 WHEELCHAIR SECUREMENT

2.9 \_\_\_\_\_ OTHER

|  |  |  |  |  |                       |                                     |                  |        |        |
|--|--|--|--|--|-----------------------|-------------------------------------|------------------|--------|--------|
| DATE   | OF ACCIDENT (MO. DAY YR.)  | TIME   | BUS. NUMBER                                  | MODEL  |                       |                                     |                  |        |        |
| PLACE  | NEAREST CITY OR TOWN   |  |  | STATE OR PROV.   |                       |                                     |                  |        |        |
|  | ON (STREET OR HIGHWAY)   | <input type="checkbox"/> AT (STREET, HIGHWAY OR OTHER LANDMARK)<br><input type="checkbox"/> NEAR |  |  |                       |                                     |                  |        |        |
| TRIP OR ROUTE  | TRIP NO. OR ROUTE NO.  | ENROUTE FROM   | ENROUTE TO                                   |  |                       |                                     |                  |        |        |
| BUS DRIVER   | NAME   | DATE HIRED   | DOB  | AGE  |                       |                                     |                  |        |        |
| <input type="checkbox"/> FULL TIME   | DRIVING EXPERIENCE (BY TYPE OF VEH.)   | 6.1 MO. ALL TYPES OF VEH.  | 6.2 MO. COMM'L. VEHICLES                     | 6.3 MO. BUSES  |                       |                                     |                  |        |        |
| <input type="checkbox"/> PART TIME   | ESTIMATED HOURS OF "ON DUTY" TIME, SINCE LAST PERIOD OF 8 CONSECUTIVE HOURS OFF DUTY |  |  |  |                       |                                     |                  |        |        |
|  | 8.1 <input type="checkbox"/> 1 HR.   | 8.3 <input type="checkbox"/> 3 HRS.  | 8.5 <input type="checkbox"/> 5 HRS.          | 8.7 <input type="checkbox"/> 7 HRS.                              |                       |                                     |                  |        |        |
|  | 8.2 <input type="checkbox"/> 2 HRS.  | 8.4 <input type="checkbox"/> 4 HRS.  | 8.6 <input type="checkbox"/> 6 HRS.          | 8.8 <input type="checkbox"/> 8 HRS.                              |                       |                                     |                  |        |        |
|  |  |  | 7.1 HRS. SINCE LAST 8 CONSEC. HOURS OFF DUTY | 7.2 HRS. ON DUTY (INCL. DRIVING) ACTUALLY DRIVEN                 |                       |                                     |                  |        |        |
| DAMAGE TO TD BUS/VEH.  | DESCRIBE DAMAGE  |  |  | WAS VEHICLE TOWED?   |                       |                                     |                  |        |        |
| VEH. 2   | DRIVER'S NAME  | PHONE  | AGE (EST.)                                   | <input type="checkbox"/> MALE<br><input type="checkbox"/> FEMALE |                       |                                     |                  |        |        |
|  | DRIVER'S ADDRESS (STREET & NO., CITY, STATE OR PROV.)                                |  | OPER. LIC. NO.                               | STATE OR PROV.   |                       |                                     |                  |        |        |
|  | OWNER'S NAME   | PHONE  | VEH. YEAR, MAKE & MODEL                      |  |                       |                                     |                  |        |        |
|  | OWNER'S ADDRESS (STREET & NO., CITY, STATE OR PROV.)                                 |  | VEH. LIC. NO.                                | STATE OR PROV.   |                       |                                     |                  |        |        |
|  | DESCRIBE DAMAGE  |  |  | WAS VEHICLE TOWED?   |                       |                                     |                  |        |        |
|  | INSURANCE POLICY   |  | POLICY NUMBER                                |  |                       |                                     |                  |        |        |
| VEH. 3   | DRIVER'S NAME  | PHONE  | AGE (EST.)                                   | <input type="checkbox"/> MALE<br><input type="checkbox"/> FEMALE |                       |                                     |                  |        |        |
|  | DRIVER'S ADDRESS (STREET & NO., CITY, STATE OR PROV.)                                |  | OPER. LIC. NO.                               | STATE OR PROV.   |                       |                                     |                  |        |        |
|  | OWNER'S NAME   | PHONE  | VEH. YEAR, MAKE & MODEL                      |  |                       |                                     |                  |        |        |
|  | OWNER'S ADDRESS (STREET & NO., CITY, STATE OR PROV.)                                 |  | VEH. LIC. NO.                                | STATE OR PROV.   |                       |                                     |                  |        |        |
|  | DESCRIBE DAMAGE  |  |  | WAS VEHICLE TOWED?   |                       |                                     |                  |        |        |
|  | INSURANCE POLICY   |  | POLICY NUMBER                                |  |                       |                                     |                  |        |        |
| OTHER PROPERTY   | DESCRIBE DAMAGE  |  |  |  |                       |                                     |                  |        |        |
| PERSONS IN ACCIDENT  | NO. OF PERSONS (INCL. DRIVER)  | BUS / TD VEHICLE   | VEH. 2                                       | VEH. 3   | S<br>P<br>E<br>E<br>D | POSTED SPEED LIMIT                  | BUS / TD VEHICLE | VEH. 2 | VEH. 3 |
|  |  |  |  |  |                       | MPH                                 | MPH              | MPH    |        |
|  |  |  |  |  |                       | ESTIMATED SPEED WHEN DANGER NOTICED | MPH              | MPH    | MPH    |
|  |  |  |  |  |                       | ESTIMATED SPEED AT IMPACT           | MPH              | MPH    | MPH    |
| POLICE INVESTIGATE?  |  | IF SO, NAME OF OFFICER WITH BADGE #  |  |  | REPORT NO.            |                                     |                  |        |        |
| <input type="checkbox"/> YES <input type="checkbox"/> NO   |  |  |  |  |                       |                                     |                  |        |        |
|  |  | IF SO, NAME OF DEPARTMENT OR PATROL & LOCATION   |  |  |                       |                                     |                  |        |        |
| TICKETS ISSUED?  |  | IF SO, CHARGE  |  |  |                       |                                     |                  |        |        |
| <input type="checkbox"/> TD DRIVER <input type="checkbox"/> OTHER DRIVER <input type="checkbox"/> NONE |  |  |  |  |                       |                                     |                  |        |        |
| INCIDENT REPORTED TO TRANSDEV RISK MGMT / WEBRISK  |  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |  |  | REFERENCE NUMBER      |                                     |                  |        |        |
| ANYONE TRANSPORTED TO HOSPITAL?  |  | <input type="checkbox"/> YES <input type="checkbox"/> NO   |  |  | HOSPITAL NAME         |                                     |                  |        |        |
|  |  |  |  |  | CITY & STATE          |                                     |                  |        |        |

3.10 WEAVING

3.11 SKIDDING

3.12 WRONG SIDE

3.13 TD VEHICLE PARKED

3.14 \_\_\_\_\_ OTHER

**PEDESTRIAN / BICYCLIST**

4.1 WALKING/RIDING WITH TRAFFIC

4.2 WALKING/RIDING AGAINST TRAFFIC

4.3 COMING FROM BEHIND PARKED VEH.

4.4 CROSSING AT INTERSECTION

4.5 CROSSING NOT AT INTERSECTION

4.6 ALIGHTING FROM A VEHICLE

4.7 \_\_\_\_\_ OTHER

**PASSENGER INJURY / FALL**

5.1 BOARDING VEHICLE

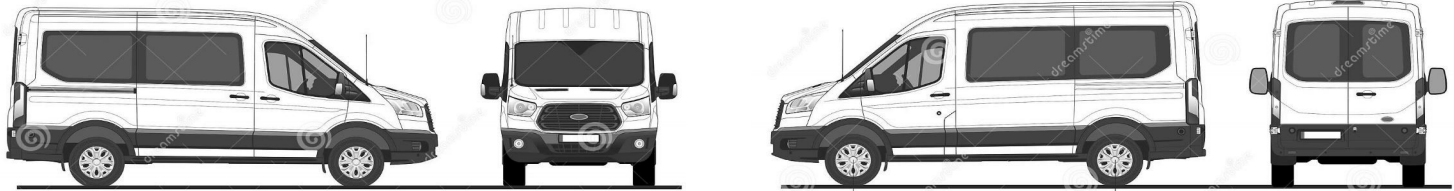
5.2 ALIGHTING FROM VEHICLE

5.3 CAUGHT IN DOORS

5.4 SEATED

5.5 IN MOTION IN VEHICLE

OTHER



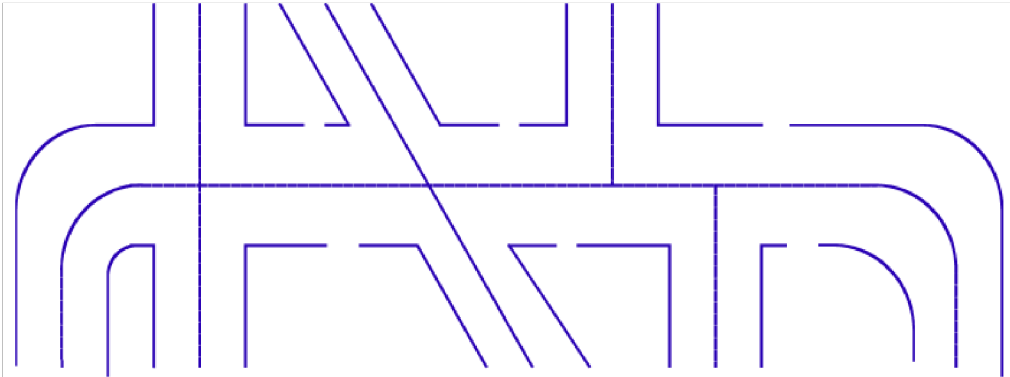
MARK "X" WHERE DAMAGE OR CONTACT OCCURRED

INSTRUCTIONS (use diagram below or attach separate accident diagram form)

- Choose sections of diagram that will show outline of roadway at place of accident.
- Use solid line to show path of vehicle BEFORE accident: dotted line AFTER accident:
- Number each vehicle and show direction of travel by arrow:
- Show PEDESTRIAN by:

- Show RAILROAD by: ..... +++++
- SHOW TRAFFIC LIGHT BY: ..... \*
- SHOW STOP SIGN BY: ..... ◇
- Indicate distance and direction from point of impact to nearest bridge, culvert or other landmarks.
- Indicate names of streets or route numbers of roadways.

Complete the following diagram showing direction & position of vehicles or property involved, designating clearly point of contact.



| TRAFFIC LANES                             |  | ROADWAY   |                                      | SIGNALS  |  | PAVING  |   | WEATHER  |  | LIGHT |  |
|---|--|---|--------------------------------------|--|--|---|---|--|--|-------|--|
| NO. OF LANES                              | 9.1 <input type="checkbox"/> LANES MARKED      | 10.1 <input type="checkbox"/> STRAIGHT            | 10.7 <input type="checkbox"/> DRY    | 11.1 <input type="checkbox"/> STOP SIGN        | 12.1 <input type="checkbox"/> CEMENT           | 13.1 <input type="checkbox"/> CLEAR                           | 15.1 <input type="checkbox"/> DAYLIGHT                        |  |  |       |  |
|   | 9.2 <input type="checkbox"/> LANES UNMARKED    | 10.2 <input type="checkbox"/> CURVE               | 10.8 <input type="checkbox"/> WET    | 11.2 <input type="checkbox"/> TRAFFIC LIGHT    | 12.2 <input type="checkbox"/> BRICK            | 13.2 <input type="checkbox"/> RAIN                            | 15.2 <input type="checkbox"/> DARK                            |  |  |       |  |
| WIDTH OF EACH<br>FT.                      | 9.3 <input type="checkbox"/> NO ROAD DEFECTS   | 10.3 <input type="checkbox"/> DOWN GRADE          | 10.9 <input type="checkbox"/> MUDDY  | 11.3 <input type="checkbox"/> POLICEMAN        | 12.3 <input type="checkbox"/> ASPHALT          | 13.3 <input type="checkbox"/> SNOW                            | 15.3 <input type="checkbox"/> DUSK                            |  |  |       |  |
|   | 9.4 <input type="checkbox"/> HOLES, RUTS, ETC. | 10.4 <input type="checkbox"/> UP GRADE            | 10.10 <input type="checkbox"/> SNOWY | 11.4 <input type="checkbox"/> WARNING SIGNAL   | 12.4 <input type="checkbox"/> GRAVEL           | 13.4 <input type="checkbox"/> SLEET                           | 15.4 <input type="checkbox"/> DAWN                            |  |  |       |  |
| <input type="checkbox"/> DIVIDED          | 9.5 <input type="checkbox"/> LOOSE MATERIAL    | 10.5 <input type="checkbox"/> LEVEL               | 10.11 <input type="checkbox"/> ICY   | 11.5 <input type="checkbox"/> R.R. GATES       | 12.5 <input type="checkbox"/> _____<br>(OTHER) | 13.5 <input type="checkbox"/> FOG                             | IF DARK, WAS HIGHWAY<br>LIGHTED?                              |  |  |       |  |
| <input type="checkbox"/> _____<br>(OTHER) | 9.6 <input type="checkbox"/> _____ (OTHER)     | 10.6 <input type="checkbox"/> HILL CREST          | ETC.                                 | 11.6 <input type="checkbox"/> YIELD SIGN       | LOCATION                                       | 13.6 <input type="checkbox"/> _____<br>(OTHER)                | 15.5 <input type="checkbox"/> YES <input type="checkbox"/> NO |  |  |       |  |
|   |  | FLAGS, FLARES, FUSES,<br>DISPLAYED<br>10.12 _____ |                                      | 11.7 <input type="checkbox"/> UNCONTROLLED     |  | 14.1 <input type="checkbox"/> CITY & SUBURBAN                 | 14.3 <input type="checkbox"/> INTERSECTION                    | 15.6 <input type="checkbox"/> _____<br>(OTHER) |  |       |  |
|   |  |   |                                      | 11.8 <input type="checkbox"/> NOT WORKING      | 14.2 <input type="checkbox"/> RURAL            | 14.4-14.5 <input type="checkbox"/> NON-INTERSECT. TD PROPERTY |   |  |  |       |  |
|   |  |   |                                      | 11.9 <input type="checkbox"/> _____<br>(OTHER) |  |   |   |  |  |       |  |

VEHICLE OPERATOR STATEMENT: DESCRIBE INCIDENT/ACCIDENT FULLY (CONTINUE ON PAGE THREE IF NECESSARY.)

|  |
|--|
|  |
|  |





**WITNESSES- CRITICAL- PERSONS OTHER THAN OCCUPANTS OF VEHICLES INVOLVED: LIST PASSERBY, OTHER MOTORISTS OR PERSONS AT SCENE OF ACCIDENT – WHETHER EYE WITNESSES OR NOT. (Use Witness Cards if Available)**

| NAME | AGE | HOME PHONE | BUSINESS PHONE | ADDRESS (STREET & NO., CITY & STATE OR PROV.) | COMMENTS |
|------|-----|------------|----------------|---|----------|
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |

NON-DRIVER VEHICLE OCCUPANTS DO NOT REPEAT NAMES OF THOSE SHOWN ABOVE.

| NAME | AGE | HOME PHONE | BUSINESS PHONE | ADDRESS (STREET & NO., CITY & STATE OR PROV.) | TREATMENT AND HOSPITAL IF TRANSPORTED   | OCCUPANT VEHICLE  |
|------|-----|------------|----------------|---|---|---|
|      |     |            |                |   | <input type="checkbox"/> NO INJURY <input type="checkbox"/> REFUSED TREATMENT<br><input type="checkbox"/> TREATED AT SCENE <input type="checkbox"/><br>TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN <input type="checkbox"/><br>V2 <input type="checkbox"/> CYCLIST <input type="checkbox"/> V3<br><input type="checkbox"/> OTHER |
|      |     |            |                |   | <input type="checkbox"/> NO INJURY <input type="checkbox"/> REFUSED TREATMENT<br><input type="checkbox"/> TREATED AT SCENE <input type="checkbox"/><br>TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN <input type="checkbox"/><br>V2 <input type="checkbox"/> CYCLIST <input type="checkbox"/> V3<br><input type="checkbox"/> OTHER |
|      |     |            |                |   | <input type="checkbox"/> NO INJURY <input type="checkbox"/> REFUSED TREATMENT<br><input type="checkbox"/> TREATED AT SCENE <input type="checkbox"/><br>TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN <input type="checkbox"/><br>V2 <input type="checkbox"/> CYCLIST <input type="checkbox"/> V3<br><input type="checkbox"/> OTHER |
|      |     |            |                |   | <input type="checkbox"/> NO INJURY <input type="checkbox"/> REFUSED TREATMENT<br><input type="checkbox"/> TREATED AT SCENE <input type="checkbox"/><br>TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN <input type="checkbox"/><br>V2 <input type="checkbox"/> CYCLIST <input type="checkbox"/> V3<br><input type="checkbox"/> OTHER |
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|  |  |  |  |  |   |   |
|--|--|--|--|--|---|---|
|  |  |  |  |  | <input type="checkbox"/> NO INJURY <input type="checkbox"/> REFUSED TREATMENT<br><input type="checkbox"/> TREATED AT SCENE <input type="checkbox"/><br>TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN <input type="checkbox"/><br>V2 <input type="checkbox"/> CYCLIST <input type="checkbox"/> V3<br><input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY <input type="checkbox"/> REFUSED TREATMENT<br><input type="checkbox"/> TREATED AT SCENE <input type="checkbox"/><br>TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN <input type="checkbox"/><br>V2 <input type="checkbox"/> CYCLIST <input type="checkbox"/> V3<br><input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY <input type="checkbox"/> REFUSED TREATMENT<br><input type="checkbox"/> TREATED AT SCENE <input type="checkbox"/><br>TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN <input type="checkbox"/><br>V2 <input type="checkbox"/> CYCLIST <input type="checkbox"/> V3<br><input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY <input type="checkbox"/> REFUSED TREATMENT<br><input type="checkbox"/> TREATED AT SCENE <input type="checkbox"/><br>TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN <input type="checkbox"/><br>V2 <input type="checkbox"/> CYCLIST <input type="checkbox"/> V3<br><input type="checkbox"/> OTHER |

**DISTRIBUTION: ORIGINAL TO "RISK MGT. DEPT."  
COPIES TO: SAFETY, DRIVER FILE, REGION SAFETY DIRECTOR**



Courtesy Card (Tarjeta de Courtesia)

Please complete this card and return to driver
Por favor de llenar esta tarjeta y devuelva al conductor



Concord Kannapolis Area Transit

Your Name: (Nombre)
Address: (Direccion)

Home Phone: (Numero de telefono de casa)
Work Phone: (Numero de telefono de trabajo)

Bus # (#de bus)
Route (Ruta)
Time (Hora)

Where were you on the bus at the time of the accident?
(En que sitio del bus se encontraba cuando ocurrio el accidente?)

How did the accident happen?
(Como ocurrio el accidente?)

Who do you think was responsible?
(Quien usted piensa fue responsable?)

Thank you / Gracias

Signature: (Firma)
(Over) / (dele vuelta)



Courtesy Card (Tarjeta de Courtesia)

Please complete this card and return to driver
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Who do you think was responsible?
(Quien usted piensa fue responsable?)

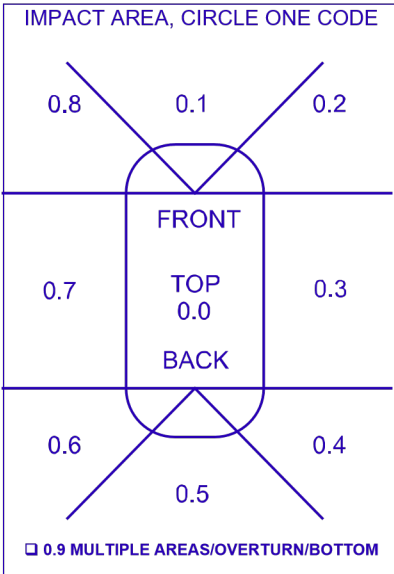
Thank you / Gracias

Signature: (Firma)
(Over) / (dele vuelta)



# SERVICE VEHICLE INCIDENT / ACCIDENT REPORT

COMPLETE ALL BOXES; IF UNKNOWN, PUT "UNK"; IF NOT APPLICABLE, PUT "NA"



- ACCIDENT TYPE INVOLVING**
- 1.1 OVERTURN  2.3 PEDESTRIAN
  - 1.2 BUS OFF ROAD  2.4 BICYCLIST
  - 1.3 SIDESWIPE  2.5 ANIMAL
  - 1.4 FIXED OBJECT  2.6 PARKED VEHICLE
  - 1.5 INTERSECTION  2.7 TD YARD OR PROPERTY
  - 1.6 REAR END  2.8 WHEELCHAIR SECUREMENT
  - 1.7 FRONT END  2.9 OTHER
  - 1.8 OTHER

- MOVEMENT**
- VEHICLE
- BUS #2 #3
- 3.1 STRAIGHT AHEAD - PASSING
  - 3.2 STRAIGHT AHEAD - BEING PASSED
  - 3.3 STRAIGHT AHEAD - NOT PASSING OR BEING PASSED
  - 3.4 MERGING / LANE CHANGE
  - 3.5 TURNING LEFT
  - 3.6 TURNING RIGHT
  - 3.7 BACKING
  - 3.8 STOPPED IN TRAFFIC
  - 3.9 STOPPED AT RR CROSSING
  - 3.10 WEAVING
  - 3.11 SKIDDING
  - 3.12 WRONG SIDE
  - 3.13 TD VEHICLE PARKED
  - 3.14 OTHER

- PEDESTRIAN / BICYCLIST**
- 4.1 WALKING/RIDING WITH TRAFFIC
  - 4.2 WALKING/RIDING AGAINST TRAFFIC
  - 4.3 COMING FROM BEHIND PARKED VEH.
  - 4.4 CROSSING AT INTERSECTION
  - 4.5 CROSSING NOT AT INTERSECTION
  - 4.6 ALIGHTING FROM A VEHICLE
  - 4.7 OTHER

- PASSENGER INJURY / FALL**
- 5.1 BOARDING VEHICLE
  - 5.2 ALIGHTING FROM VEHICLE
  - 5.3 CAUGHT IN DOORS
  - 5.4 SEATED
  - 5.5 IN MOTION IN VEHICLE
- OTHER

|   |  |  |  |  |                |
|---|--|--|--|--|----------------|
| DATE  | OF ACCIDENT (MO. DAY YR.)  | TIME   | BUS. NUMBER  | MODEL  |                |
| PLACE   | NEAREST CITY OR TOWN   |  |  | STATE OR PROV.   |                |
|   | ON (STREET OR HIGHWAY)   |  | <input type="checkbox"/> AT (STREET, HIGHWAY OR OTHER LANDMARK)<br><input type="checkbox"/> NEAR |  |                |
| TRIP OR ROUTE   | TRIP NO. OR ROUTE NO.  | ENROUTE FROM                                   | ENROUTE TO   |  |                |
| BUS DRIVER  | NAME   |  | DATE HIRED   | DOB  |                |
|   | AGE  |  | EMPLOYEE NO.   | LOCATION NAME  |                |
| <input type="checkbox"/> FULL TIME  | DRIVING EXPERIENCE (BY TYPE OF VEH.)   | 6.1 MO. ALL TYPES OF VEH.                      | 6.2 MO. COMMML. VEHICLES   | 6.3 MO. BUSES  |                |
| <input type="checkbox"/> PART TIME  | ESTIMATED HOURS OF "ON DUTY" TIME, SINCE LAST PERIOD OF 8 CONSECUTIVE HOURS OFF DUTY |  |  |  |                |
|   | 8.1 <input type="checkbox"/> 1 HR.   | 8.3 <input type="checkbox"/> 3 HRS.            | 8.5 <input type="checkbox"/> 5 HRS.  | 8.7 <input type="checkbox"/> 7 HRS.                              |                |
|   | 8.2 <input type="checkbox"/> 2 HRS.  | 8.4 <input type="checkbox"/> 4 HRS.            | 8.6 <input type="checkbox"/> 6 HRS.  | 8.8 <input type="checkbox"/> 8 HRS.                              |                |
|   | 8.9 <input type="checkbox"/> 9 HRS.  |  |  | 8.10 <input type="checkbox"/> 10 HRS.                            |                |
|   | 8.11 <input type="checkbox"/> 11-12 HRS.   |  |  |  |                |
| DAMAGE TO TD BUS/VEH.   | DESCRIBE DAMAGE  |  |  | WAS VEHICLE TOWED?   |                |
| VEH. 2  | DRIVER'S NAME  |  | PHONE ( ) ( )  | AGE (EST.)   |                |
|   |  |  |  | <input type="checkbox"/> MALE<br><input type="checkbox"/> FEMALE |                |
|   | DRIVER'S ADDRESS (STREET & NO., CITY, STATE OR PROV.)                                |  |  | OPER. LIC. NO.   |                |
|   |  |  |  | STATE OR PROV.   |                |
|   | OWNER'S NAME   |  | PHONE ( ) ( )  | VEH. YEAR, MAKE & MODEL  |                |
|   | OWNER'S ADDRESS (STREET & NO., CITY, STATE OR PROV.)                                 |  |  | VEH. LIC. NO.  | STATE OR PROV. |
|   | DESCRIBE DAMAGE  |  |  | WAS VEHICLE TOWED?   |                |
|   | INSURANCE POLICY   |  | POLICY NUMBER  |  |                |
| VEH. 3  | DRIVER'S NAME  |  | PHONE ( ) ( )  | AGE (EST.)   |                |
|   |  |  |  | <input type="checkbox"/> MALE<br><input type="checkbox"/> FEMALE |                |
|   | DRIVER'S ADDRESS (STREET & NO., CITY, STATE OR PROV.)                                |  |  | OPER. LIC. NO.   |                |
|   |  |  |  | STATE OR PROV.   |                |
|   | OWNER'S NAME   |  | PHONE ( ) ( )  | VEH. YEAR, MAKE & MODEL  |                |
|   | OWNER'S ADDRESS (STREET & NO., CITY, STATE OR PROV.)                                 |  |  | VEH. LIC. NO.  | STATE OR PROV. |
|   | DESCRIBE DAMAGE  |  |  | WAS VEHICLE TOWED?   |                |
|   | INSURANCE POLICY   |  | POLICY NUMBER  |  |                |
| OTHER PROPERTY  | DESCRIBE DAMAGE  |  |  |  |                |
| PERSONS IN ACCIDENT   |  | BUS / TD VEHICLE                               | VEH. 2   | VEH. 3   |                |
|   | NO. OF PERSONS (INCL. DRIVER)  |  |  |  |                |
|   | NO. OF PERSONS COMPLAINING OF INJURY   |  |  |  |                |
|   | PERSONS TRANSPORTED TO HOSPITAL  |  |  |  |                |
|   | NUMBER PERSONS ADMITTED TO HOSPITAL  |  |  |  |                |
|   |  |  |  | SPEED  |                |
|   |  |  |  | POSTED SPEED LIMIT   |                |
|   |  |  |  | ESTIMATED SPEED WHEN DANGER NOTICED                              |                |
|   |  |  |  | ESTIMATED SPEED AT IMPACT  |                |
|   |  |  |  | MPH MPH MPH MPH MPH  |                |
| POLICE INVESTIGATE?<br><input type="checkbox"/> YES <input type="checkbox"/> NO   |  | IF SO, NAME OF OFFICER WITH BADGE #            |  | REPORT NO.   |                |
|   |  | IF SO, NAME OF DEPARTMENT OR PATROL & LOCATION |  |  |                |
| TICKETS ISSUED?<br><input type="checkbox"/> TD DRIVER <input type="checkbox"/> OTHER DRIVER <input type="checkbox"/> NONE |  | IF SO, CHARGE                                  |  |  |                |
| INCIDENT REPORTED TO TRANSDEV RISK MGMT / WEBRISK<br><input type="checkbox"/> YES <input type="checkbox"/> NO             |  |  | REFERENCE NUMBER   |  |                |
| ANYONE TRANSPORTED TO HOSPITAL?<br><input type="checkbox"/> YES <input type="checkbox"/> NO                               |  | 429  | HOSPITAL NAME  | CITY & STATE   |                |







|   |  |                |
|---|--|----------------|
|   |  |                |
|   |  |                |
| SAFETY MANAGER OR GM SIGNATURE<br><br>(Ensure report is complete before forwarding) | DRIVER'S SIGNATURE AND EMPLOYEE NUMBER | DATE OF REPORT |

**WITNESSES –**

**CRITICAL- PERSONS OTHER THAN OCCUPANTS OF VEHICLES INVOLVED: LIST PASSERBY, OTHER MOTORISTS OR PERSONS AT SCENE OF ACCIDENT – WHETHER EYE WITNESSES OR NOT. (Use Witness Cards if Available)**

| NAME | AGE | HOME PHONE | BUSINESS PHONE | ADDRESS (STREET & NO., CITY & STATE OR PROV.) | COMMENTS |
|------|-----|------------|----------------|---|----------|
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |
|      |     |            |                |   |          |

NON-DRIVER VEHICLE OCCUPANTS DO NOT REPEAT NAMES OF THOSE SHOWN ABOVE.

| NAME | AGE | HOME PHONE | BUSINESS PHONE | ADDRESS (STREET & NO., CITY & STATE OR PROV.) | TREATMENT AND HOSPITAL IF TRANSPORTED   | OCCUPANT VEHICLE  |
|------|-----|------------|----------------|---|---|---|
|      |     |            |                |   | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|      |     |            |                |   | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|      |     |            |                |   | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE  | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST   |

|  |  |  |  |  |   |   |
|--|--|--|--|--|---|---|
|  |  |  |  |  | <input type="checkbox"/> TRANSPORTED TO HOSPITAL:   | <input type="checkbox"/> V3 <input type="checkbox"/> OTHER  |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |
|  |  |  |  |  | <input type="checkbox"/> NO INJURY<br><input type="checkbox"/> REFUSED TREATMENT <input type="checkbox"/> TREATED AT SCENE<br><input type="checkbox"/> TRANSPORTED TO HOSPITAL: | <input type="checkbox"/> V1 <input type="checkbox"/> PEDESTRIAN<br><input type="checkbox"/> V2 <input type="checkbox"/> CYCLIST<br><input type="checkbox"/> V3 <input type="checkbox"/> OTHER |

**DISTRIBUTION: ORIGINAL TO "RISK MGT. DEPT."  
 COPIES TO: SAFETY, DRIVER FILE, REGION SAFETY DIRECTOR**



Courtesy Card (Tarjeta de Cortesia)
Please complete this card and return to driver
Por favor de llenar esta tarjeta y devuelva al conductor



Concord Kannapolis Area Transit

Your Name: \_\_\_\_\_

(Nombre)

Address: \_\_\_\_\_

(Direccion)

Home Phone: ( ) - \_\_\_\_\_

(Numero de telefono de casa)

Work Phone: ( ) - \_\_\_\_\_

(Numero de telefono de trabajo)

Bus # \_\_\_\_\_

(#de bus)

Route \_\_\_\_\_

(Ruta)

Time \_\_\_\_\_

(Hora)

Where were you on the bus at the time of the accident? \_\_\_\_\_

(En que sitio del bus se encontraba cuando ocurrio el accidente?)

How did the accident happen? \_\_\_\_\_

(Como ocurrio el accidente?)

Who do you think was responsible? \_\_\_\_\_

(Quien usted piensa fue responsable?)

Thank you / Gracias

Signature: \_\_\_\_\_

(Firma)

(Over) / (dele vuelta)



Courtesy Card (Tarjeta de Cortesia)
Please complete this card and return to driver
Por favor de llenar esta tarjeta y devuelva al conductor



Concord Kannapolis Area Transit

Your Name: \_\_\_\_\_

(Nombre)

Address: \_\_\_\_\_

(Direccion)

Home Phone: ( ) - \_\_\_\_\_

(Numero de telefono de casa)

Work Phone: ( ) - \_\_\_\_\_

(Numero de telefono de trabajo)

Bus # \_\_\_\_\_

(#de bus)

Route \_\_\_\_\_

(Ruta)

Time \_\_\_\_\_

(Hora)

Where were you on the bus at the time of the accident? \_\_\_\_\_

(En que sitio del bus se encontraba cuando ocurrio el accidente?)

How did the accident happen? \_\_\_\_\_

(Como ocurrio el accidente?)

Who do you think was responsible? \_\_\_\_\_

(Quien usted piensa fue responsable?)

Thank you / Gracias

Signature: \_\_\_\_\_

(Firma)

(Over) / (dele vuelta)

### Supervisor's Investigation Report



Type of Incident (Check ALL that apply)

- Motor Vehicle Accident
- Assault/Violence
- Employee Injury
- Passenger Injury
- Theft/Crime
- Routes/Detours
- Passenger Complaint
- Malicious Mischief
- Policy/Procedures
- Passenger Disturbance
- Maintenance Equipment
- Other Non-Collision
- ADA

|                           |                           |                          |
|---------------------------|---------------------------|--------------------------|
| Employee Name _____       | Job Title _____           | Date of report _____     |
| Department _____          | Time of occurrence _____  | Date of Occurrence _____ |
| Employee Cell Phone _____ | Employee Home Phone _____ | E-mail _____             |

#### Incidents Involving Operators

Location of Incident (be specific as possible) \_\_\_\_\_

Vehicle Number \_\_\_\_\_ Route \_\_\_\_\_

Names of Passengers \_\_\_\_\_

\_\_\_\_\_  
Supervisor

#### Review Questions

Was the preventability assessment spreadsheet used?  YES  NO

Preventability:  Preventable  Non-Preventable  Other \_\_\_\_\_

Was an injury claimed?  YES  NO

If yes, please describe \_\_\_\_\_

Did you discuss the occurrence with the employee?  YES  NO

Did you check the equipment?  YES  NO

Did you visit the scene of the occurrence?  YES  NO

Did you talk to any witnesses?  YES  NO

Names of witnesses \_\_\_\_\_

Was video available?  YES  NO

Was video secured?  YES  NO

If video not available or not secured, why? \_\_\_\_\_ Were

pictures taken?  YES  NO If no, why not? \_\_\_\_\_ Was a police

report available?  YES  NO

If no, why not, or when do you expect for it to be available? \_\_\_\_\_

Describe in detail what happened (attach additional pages if necessary)

Does the employee's description of the occurrence seem accurate?  YES  NO

Please attach a copy of the completed operator report and/or workers comp form and mark any inconsistencies.

What activity was being performed?

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Bus Cleaning                  | <input type="checkbox"/> Bus Washing                | <input type="checkbox"/> Door-to-Door Service   |
| <input type="checkbox"/> Driving                       | <input type="checkbox"/> Fueling                    | <input type="checkbox"/> Maintenance Operations |
| <input type="checkbox"/> Office Activities             | <input type="checkbox"/> Passenger Loading          | <input type="checkbox"/> Passenger Off-Loading  |
| <input type="checkbox"/> Pre-Trip/Post-Trip Inspection | <input type="checkbox"/> Wheelchair Lift Operations | <input type="checkbox"/> Wheelchair Securement  |
| <input type="checkbox"/> Other _____                   |   |   |

Which unsafe behaviors contributed to the occurrences? (check all that apply)

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Bending/Lifting                       | <input type="checkbox"/> Customer Service            | <input type="checkbox"/> Eyes on Path/Task         |
| <input type="checkbox"/> Hand Placement/Pinch Point            | <input type="checkbox"/> Line of Fire/Caught Between | <input type="checkbox"/> Overreaching/Overexerting |
| <input type="checkbox"/> Under Suspended Load                  | <input type="checkbox"/> Pushing/Pulling             | <input type="checkbox"/> Repetitive Motion         |
| <input type="checkbox"/> Wearing Personal Protective Equipment |  | <input type="checkbox"/> Other _____               |

Driving-Specific

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Distracted Driving        | <input type="checkbox"/> Fatigue   | <input type="checkbox"/> Following Too Close                         |
| <input type="checkbox"/> Improper Backing          | <input type="checkbox"/> Improper Operation of Vehicle/Equipment –<br>Mechanical | <input type="checkbox"/> Improper Wheelchair/Passenger<br>Securement |
| <input type="checkbox"/> Improper Vehicle Position | <input type="checkbox"/> Mechanical Defect/Failure                               | <input type="checkbox"/> Natural Event                               |
| <input type="checkbox"/> Poor Seeing Habits        | <input type="checkbox"/> Too Fast for Conditions                                 | <input type="checkbox"/> Other _____                                 |

Which unsafe conditions contributed to the occurrences? (check all that apply)

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Air/emissions                | <input type="checkbox"/> Barricades/Guards/Signs       | <input type="checkbox"/> Containers (labeling/condition) |
| <input type="checkbox"/> Energy or water conservation | <input type="checkbox"/> Fire/Explosion                | <input type="checkbox"/> Liquid management               |
| <input type="checkbox"/> Slip/trip/fall               | <input type="checkbox"/> Ventilation/Noise/Temperature | <input type="checkbox"/> Waste Management                |
| <input type="checkbox"/> Other _____                  |  |  |

Supervisor correction action to ensure this type of incident does not reoccur:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Improve housekeeping/lighting | <input type="checkbox"/> Develop procedure           | <input type="checkbox"/> Purchase additional equipment |
| <input type="checkbox"/> Counsel employee              | <input type="checkbox"/> Provide additional training | <input type="checkbox"/> Retrain                       |
| <input type="checkbox"/> Other _____                   |  |  |

When was last training performed on this specific hazard? \_\_\_\_\_



**Incidents involving Employee Injuries**

Was time lost as a part of the injury?  YES  NO    If yes, how many days were off? \_\_\_\_\_ Employee returned to:

- Regular Work                      Expected return to work date: \_\_\_\_\_                      Return to work date: \_\_\_\_\_
- Modified Work                      Modified work start date: \_\_\_\_\_                      Return to full duty date: \_\_\_\_\_
- Did Not Return                      Last date worked: \_\_\_\_\_

If employee did not return to work, why? \_\_\_\_\_

Reason for not returning to work:                       Off work due to injury                       Declined modified work

Was the doctor aware of our modified work program?  YES  NO    If applicable, was OSHA 300 log completed?  YES  NO

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

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

Completed by: \_\_\_\_\_ Date: \_\_\_\_\_ Investigation Complete  YES  NO

Reviewed by: \_\_\_\_\_ Date: \_\_\_\_\_ Follow-Up Required  YES  NO



Transdev Services Inc.  
**POST-ACCIDENT DRUG AND ALCOHOL TESTING DECISION  
MAKER FORM**



The Federal Transit Administration (FTA) drug and alcohol testing regulation (49 CFR Part 655) requires that safety-sensitive employees involved in a vehicle accident (as defined below) submit to tests for alcohol misuse and prohibited drug use as soon as possible following the accident. 49 CFR Part 655 also requires the testing of any other safety-sensitive employee whose performance could have contributed to the accident, as determined by the manager or supervisor at the scene using the best information available at the time of the decision.

**Accident Information:**

Date of Accident: \_\_\_\_\_

Time of Accident: \_\_\_\_\_ AM/PM

Employee Name: \_\_\_\_\_

Employee ID#: \_\_\_\_\_

**Decision Questions:**

**Was it an FTA-defined accident (49 CFR Part 655.4)?**

- Was there a human fatality?  Yes  No (If YES, a DOT/FTA Post Accident Test is Required)

• **If there was no fatality, ask the following questions:**

1. Has any individual suffered a bodily injury and immediately received medical treatment away from the scene of the accident?  Yes  No
  
2. Was there a disabling damage to the company vehicle (if bus, electric bus, van or automobile) or any other vehicle as a result of the occurrence and the vehicle was transported away from the scene by a tow truck or other vehicle?  Yes  No
  
3. ~~Was the vehicle (if rail car, trolley car trolley bus or vessel) removed from operation?~~  ~~Yes  No~~

**If You Answer YES to ANY of These Three Questions, a DOT/FTA Post Accident Test is Required Unless You *Also Answer YES To The Following Question:***

- Can you determine, using the best information available at the time of the decision, that the employee's performance can be completely discounted as a contributing factor to the accident?  Yes  No

Any Reason For **NOT** Conducting A Post Accident Test After You've Answered Yes To Questions 1, 2 or 3 **MUST** Be Documented

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**Transport / Collection Site Information**

Collection Site Location: \_\_\_\_\_

Transported By: \_\_\_\_\_ Time Transported: \_\_\_\_\_

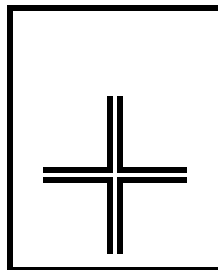
On Scene Supervisor: \_\_\_\_\_

**ACCIDENT DIAGRAM**

Supervisor: \_\_\_\_\_

Date: \_\_\_\_\_

*Indicate North*



AR#: \_\_\_\_\_

Page \_\_\_\_ of \_\_\_\_

***Diagram Not To Scale***



Courtesy Card (Tarjeta de Courtesia)
Please complete this card and return to driver
Por favor de llenar esta tarjeta y devuelva al conductor



Concord Kannapolis Area Transit

Your Name: (Nombre)
Address: (Direccion)

Home Phone: (Numero de telefono de casa)
Work Phone: (Numero de telefono de trabajo)

Bus # (#de bus)
Route (Ruta)
Time (Hora)

Where were you on the bus at the time of the accident?
(En que sitio del bus se encontraba cuando ocurrio el accidente?)

How did the accident happen?
(Como ocurrio el accidente?)

Who do you think was responsible?
(Quien usted piensa fue responsable?)

Thank you / Gracias

Signature: (Firma)
(Over) / (dele vuelta)



Courtesy Card (Tarjeta de Courtesia)
Please complete this card and return to driver
Por favor de llenar esta tarjeta y devuelva al conductor



Concord Kannapolis Area Transit

Your Name: (Nombre)
Address: (Direccion)

Home Phone: (Numero de telefono de casa)
Work Phone: (Numero de telefono de trabajo)

Bus # (#de bus)
Route (Ruta)
Time (Hora)

Where were you on the bus at the time of the accident?
(En que sitio del bus se encontraba cuando ocurrio el accidente?)

How did the accident happen?
(Como ocurrio el accidente?)

Who do you think was responsible?
(Quien usted piensa fue responsable?)

Thank you / Gracias

Signature: (Firma)
(Over) / (dele vuelta)



# Driver Skills Evaluation and Refresher Training Form

|  |  |                                 |                            |                 |                             |
|--|--|---------------------------------|----------------------------|-----------------|-----------------------------|
| Driver Name (print):   |  | Employee Number:                |                            | Start Time:     | Date of Collision/Incident: |
|  |  |                                 |                            | Stop Time:      |                             |
| Reason for Refresher (Check one)                                     | Post Crash                                   | Annual Road Check               | Property Name & Contract # |                 | Date of Refresher:          |
|  | Return to Work                               | 30/75 Day Follow up (New Hires) | Concord - 373              |                 | Instructor Name (print):    |
|  | SmartDrive DriveCam <input type="checkbox"/> | Other:                          |                            |                 |                             |
| Driver License #   | CDL (Y/N)                                    | Class                           | State                      | Expiration Date |                             |
| D.O.T. Medical Card Exp. Date  |  |                                 | Vehicle / Bus Type & Model |                 |                             |
| S = Satisfactory    U = Unsatisfactory    N/A = Strike through boxes |  |                                 |                            |                 |                             |

| Pre-Trip/Post              | S | U | Intersections             | S | U | Backing                   | S | U | Look Around               | S | U |
|----------------------------|---|---|---------------------------|---|---|---------------------------|---|---|---------------------------|---|---|
| DVI                        |   |   | Mirror Use                |   |   | Mirror Use                |   |   | Observes Speed Limit      |   |   |
| Interior                   |   |   | Turn Signal Use           |   |   | Activate 4-Way Flasher    |   |   | Speed for Conditions      |   |   |
| Brake Check                |   |   | Approach/Lane Position    |   |   | Use Horn - 2 X Prior      |   |   | Takes in Whole Scene      |   |   |
| Exterior                   |   |   | Speed on Approach         |   |   | Utilizes Assistance       |   |   | Aware of Hazards          |   |   |
| Emergency Equipment        |   |   | Blocks Turns              |   |   | Checks for Obstacles/     |   |   | Obeys Signs/Signals       |   |   |
| Mirrors/Glass              |   |   | Pedestrian Awareness      |   |   | Walk Around               |   |   | Yields Right of Way/Ped.  |   |   |
| Lights                     |   |   | Left Turns                |   |   | Backs Only When           |   |   | Checks Mirrors Prior and  |   |   |
| Gauges / Horn              |   |   | Right Turns               |   |   | Necessary                 |   |   | After                     |   |   |
| Tires                      |   |   | Mirror Scan               |   |   | Straight Line Backing     |   |   | Checks Restricted         |   |   |
| Oil Leaks                  |   |   | Points Out Hazards        |   |   |                           |   |   | Vision Areas/Off Track    |   |   |
| Seats                      |   |   | Covers Brakes             |   |   | <b>Leave Room</b>         |   |   | Utilizes Reference        |   |   |
| Wheelchair Secur'm't       |   |   | Checks Left-Right-Left    |   |   | Observes Speed Limit      |   |   | Points                    |   |   |
|                            |   |   | Proper distance from curb |   |   | Ensure Space Cushion      |   |   | "Rock and Roll" at turns  |   |   |
| <b>Equipment Usage</b>     |   |   | <b>Railroad Crossing</b>  |   |   | Not Aggressive in Traffic |   |   | Intersections - pauses 3  |   |   |
| Brakes                     |   |   | *Activates 4-Way Flasher  |   |   | Stopping Distance, Judge  |   |   | seconds before moving     |   |   |
| 4-Way Flashers             |   |   | Open Side Window          |   |   | Maintains Lane Position   |   |   | Pedestrian Awareness      |   |   |
| Headlights On              |   |   | Stops 15'-50' from Tracks |   |   | Smooth Starts/Stops       |   |   | Other Motorists/Veh       |   |   |
| Parking Brake              |   |   | Looks & Listens           |   |   | Covers Brake              |   |   | Bicyclists / Pedestrians  |   |   |
| Application and Release    |   |   | Plans Ahead               |   |   | Passing                   |   |   | Eyes/Head Moving          |   |   |
| Mirror(s) Adjustment       |   |   | Merges into Traffic       |   |   | Initial Brake Depression  |   |   | Checks Mirrors During     |   |   |
| Seat Belt                  |   |   | Use appropriate lane      |   |   | Ensures Clearance/        |   |   | Survey/Scan While         |   |   |
| Steering Wheel (Push-Pull) |   |   | <b>Communicate</b>        |   |   | Tailswing                 |   |   | Survey/Scan After         |   |   |
| Signal Lights              |   |   | Smooth Maneuver/Merge     |   |   | Adjusts Driving for Night |   |   | <b>Other</b>              |   |   |
| Transmission               |   |   | Signals Properly          |   |   | & Restricted Vision       |   |   | Wheelchair 4 pt. Tie Down |   |   |
| *Use only when applicable  |   |   | Communication             |   |   | Safe Lane Changes         |   |   | Passenger Lap Belt        |   |   |
| Use of Controls            |   |   | Use of Horn               |   |   | <b>Look Ahead</b>         |   |   | Proper Fare Handling      |   |   |
| <b>General</b>             |   |   |                           |   |   | Survey/Scan Far Ahead     |   |   | Proper radio procedure    |   |   |
| Log Procedures             |   |   |                           |   |   | Choice of Lane            |   |   | Driver appearance         |   |   |
| Incident Procedures        |   |   |                           |   |   | Anticipates Conflicts     |   |   | Professional manner       |   |   |
|                            |   |   |                           |   |   |                           |   |   | Lift Operation            |   |   |

Driver Signature: \_\_\_\_\_ Instructor Signature: \_\_\_\_\_

Comments: \_\_\_\_\_

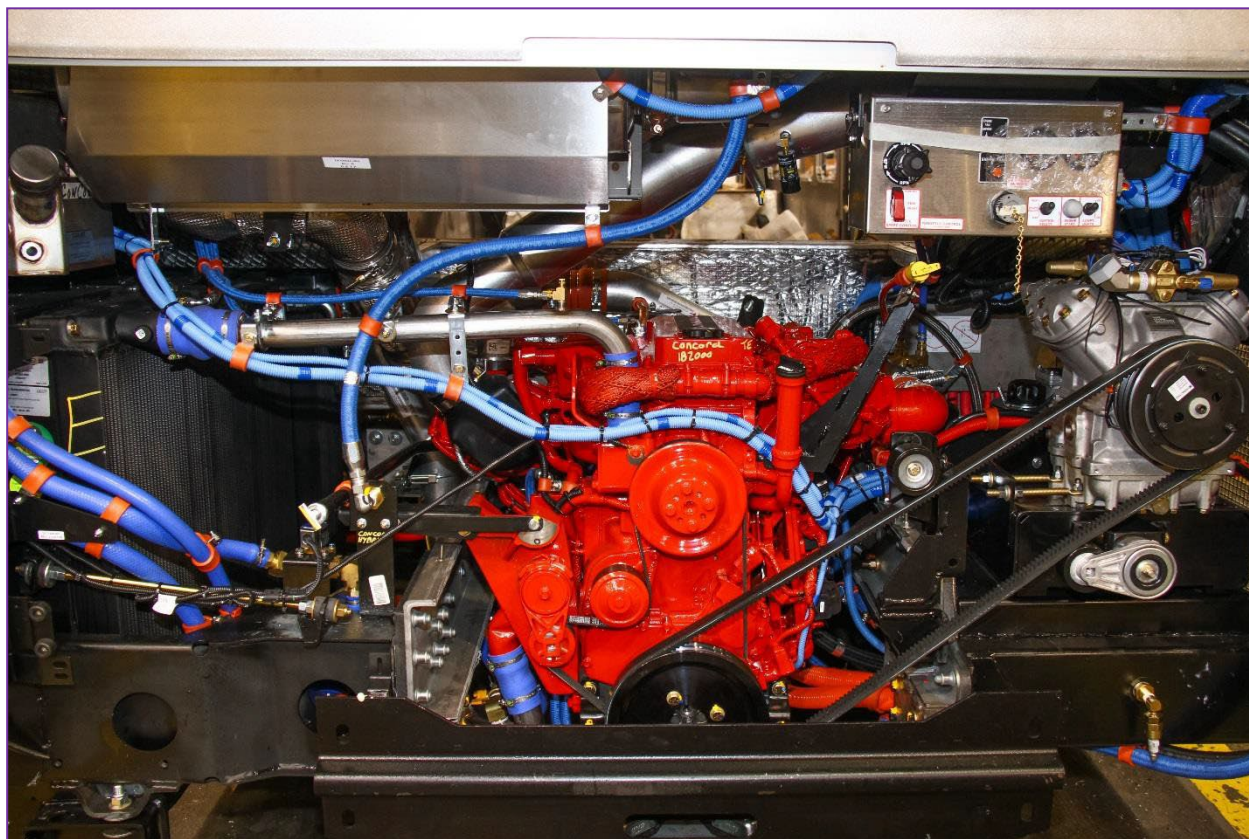
|                              |                    |                          |                               |                          |                               |                          |
|------------------------------|--------------------|--------------------------|-------------------------------|--------------------------|-------------------------------|--------------------------|
| Safety Modules / DVDs Shown: | Basics of Safety   | <input type="checkbox"/> | Intersections                 | <input type="checkbox"/> | Incident/Emergency Procedure  | <input type="checkbox"/> |
|                              | LLLC               | <input type="checkbox"/> | Merging/Lane Change/Passing   | <input type="checkbox"/> | Adverse Weather/Spec. Cond'ns | <input type="checkbox"/> |
|                              | Following Distance | <input type="checkbox"/> | Fatigue Management            | <input type="checkbox"/> | Wheelchair Securement         | <input type="checkbox"/> |
|                              | Backing Basics     | <input type="checkbox"/> | Pedestrians/Bicycle Awareness | <input type="checkbox"/> | Other:                        | <input type="checkbox"/> |





## City of Concord/Concord Kannapolis Area Transit (Rider) Vehicle Maintenance Program Policy

Effective: June 2017



## **Vehicle Maintenance Program**

The goals of the vehicle maintenance program of the City of Concord/Concord Kannapolis Area Transit (Rider) are to support safe, reliable, and high quality transit services and work environment while making maximum use of financial resources. The purpose of the maintenance plan is to provide consistent, systematic, and integrated program guidance that will enable Concord Kannapolis Area Transit (Rider) to properly maintain and service its vehicles in support of revenue operations. An effective maintenance plan ensures safe, clean and comfortable transit vehicles on the road and maximizes transit vehicle life.

### **Agency Policies and Procedures**

Concord Kannapolis Area Transit (Rider) operates under the guidance and direction of the Concord Kannapolis Transit Commission and the City Councils of Concord and Kannapolis. The City of Concord is the Concord UZA Designated Recipient and the lead agency for Rider Transit.

Rider Transit's policies and procedures reflect compliance with all applicable regulatory requirements as provided by the Federal Transit Administration (FTA) and the North Carolina Department of Transportation.

### **Inventory of Assets**

Concord Kannapolis Area Transit (Rider) maintains an accurate, current inventory of all transit assets (see Attachment A). Concord Kannapolis Area Transit (Rider) sets its own replacement schedule; however, the FTA establishes the minimum useful life for vehicles.

### **Service Provider**

The City of Concord/Concord Kannapolis Area Transit currently utilizes an outside Service Provider to handle daily service operations and all maintenance of the Rider Transit fleet of revenue and non-revenue vehicles. This plan outlines the requirements and expectations of the Service Provider in regards to the safe and cost effective maintenance of the Rider Transit fleet. Rider Transit's current Service Provider is Transdev, and their local Operations & Maintenance facility is located at 2030 Wilshire Court SW, Concord, NC 28025. This facility has adequate spacing for in-house preventive vehicle maintenance for both Fixed Route and ADA Paratransit fleets. The Service Provider will be solely responsible for maintenance of the City-provided vehicle fleet of ten (10) hybrid electric heavy-duty buses, four (4) Light Transit Vehicles (LTVs), and three (3) ADA Paratransit vehicles, as well as bus stop amenities and any City provided equipment such as bus lifts and bus washer. The Service Provider will maintain all vehicles and vehicle equipment in proper repair and condition satisfactory to the City. The Service Provider shall maintain all equipment in conformance with the manufacturer's warranty requirements throughout the life of the contract. The Service Provider must ensure that all vehicle manufacturer warranty work is accomplished to guarantee City compliance with necessary warranty requirements. All Rider Transit revenue and non-revenue vehicles shall be safe for operation on public streets and freeways and meet all requirements in the Federal and State Motor Vehicle Safety Standards for the vehicle type.



## **Inspections**

Each vehicle is required to be inspected annually by the appropriate regulatory agency. The results of those inspections shall be transmitted to the City, and any applicable signed certification shall be displayed or carried on the vehicles. If a regulatory agency revokes the permits to operate the any Rider Transit vehicles as a result of unsatisfactory inspection ratings, that vehicle shall not operate until it passes re-inspection, and the Service Provider must contact the Rider Transit Manager.

## **Preventive Maintenance (PM)**

Regular maintenance is performed at pre-scheduled cycles to ensure optimal performance, efficiency, safety and reliability of assigned equipment. Through an approved PM Program, the Service Provider shall cause all components of each bus, including its body (including system decals and paint scheme), frame, furnishing, mechanical, electrical, hydraulic, or other operating systems to be maintained in proper working condition, free from damage and malfunction. Preventive maintenance service is to be based on the manufacturer's suggested recommendations.

During the PM scheduled service, the mechanic will document all defects found and will have all defects listed on the repair order and corrected prior to returning the transit vehicle to service. The Service Provider will collect oil samples at mutually acceptable intervals as part of its PM program. The Service Provider will use the results of these tests to adjust the PM program and also submit oil sample reports to the City's Fleet Maintenance Department for review. The list of Preventive Maintenance Checklist documents is labeled Attachment B.

## **Individual Maintenance Records**

Individual maintenance records will be kept for each vehicle. All maintenance performed on the vehicle will be recorded and maintained for as long as Concord Kannapolis Area Transit (Rider) owns the vehicle. The Service Provider shall maintain a complete vehicle history of every vehicle provided by Rider Transit within this project. The fleet maintenance system shall be automated and be part of the Service Provider's electronic MIS report. The Service Provider shall maintain an individual file for each vehicle, to include by date of action, all preventive and repair maintenance functions including: warranty work, inspections, parts usage, unscheduled maintenance, fuel and oil usage, labor expended on each vehicle, and any other pertinent maintenance data. Paper and electronic versions of these files shall be organized by vehicle number. The Service Provider is responsible for keeping the vehicle file current throughout the term of the Contract and shall make available complete copies of all vehicle files to the City at the end of the contract. The City or its agent(s) shall have immediate access to all vehicle maintenance records during planned or unannounced visits or inspections of the Service Provider's facility for the duration of the contract.

## **Technology**

**Clever Devices/DRI Talking Bus & Control Center/OTvia CAD/AVL system** – All buses and LTVs are equipped with Clever Devices/DRI's talking bus voice announcer feature, which is tied in with their CAD/AVL product. The Service Provider will be required to provide upkeep and maintenance and any follow-up training that may be required, and will update both the talking bus and CAD/AVL systems whenever route changes/stop changes warrant. In the event

of small (less than 10%) route changes that affect the destination sign and/or AVL readings & triggers, the City will specify the change in writing and the Service Provider will revise the CAD/AVL, destination sign, and annunciator systems to reflect that change using the provided Central Recording Station technology or pay the cost associated with such updates. Larger (more than 10%) service change updates to the CAD/AVL system will be covered financially by the City, with technical support and assistance still provided by the Service Provider in partnership with City staff. The Service Provider shall perform any and all required maintenance to ensure constant display operation of all CAD/AVL and revenue vehicle destination signs and annunciators.

**Electronic Vehicle Inspection System (Zonar)** – All revenue service vehicles are equipped with Zonar electronic vehicle inspection devices provided by the City. The Service Provider shall maintain records regarding any vehicle defect that occurs using the Zonar Electronic Vehicle Inspection Reporting system. Zonar electronic vehicle inspection devices shall be made available to drivers and staff on all buses and LTVs operated under this contract to create and maintain vehicle safety inspection records. A vehicle defect report shall be completed daily on each vehicle prior to service, during shift changes, and after service completion and filed chronologically by vehicle number. The vehicle defect reports shall be kept on file for the duration of the Contract term and copies of all defect reports shall be made available to the City by request and upon completion of the Contract. The Service Provider shall submit a summarized vehicle maintenance report to the City by the tenth day of each month. The Service Provider will be expected to ensure that all employees are trained and how to properly use the system and are expected to utilize it fully to assist with the safe maintenance and upkeep of the vehicle fleet. The Service Provider will be required to provide upkeep, maintenance, replacement and any follow-up training that may be required.

**Bicycle Racks** – All revenue service vehicles will initially be equipped with bicycle racks by the City. The Service Provider will be required to provide upkeep, maintenance, replacement and any follow-up training that may be required.

**Video Surveillance** – All buses are equipped by the City with 10 camera (LTVs, 9 cameras) (currently AngelTrax) digital video and audio surveillance equipment. The Service Provider will be required to provide upkeep, repair/replacement, maintenance and any follow-up training that may be required.

#### **Pre-Trip, Relief and Post-Trip Inspections**

Specific procedures are outlined and monitored to ensure that all vehicles are inspected prior to the transit vehicle being put into service each day, whenever driver shift changes occur during revenue service, and at the end of the day when service ends and vehicles return to the Operations & Maintenance facility. Drivers complete the applicable checklist of essential maintenance elements and record the results utilizing the Zonar Electronic Vehicle Inspection Report system (see sample reports in Attachment C).

Critical safety related items found during any vehicle inspection will result in that vehicle being yarded and not allowed into service until those critical items are satisfactorily repaired. Non- critical pre-trip inspection defects noted are reviewed by the Service Provider Maintenance Manager for prioritization when the vehicles return

from revenue service that day. Relief and Post-trip inspections are monitored and reviewed for any noted defects by Maintenance personnel when the vehicle returns from revenue service and prioritized for repair.

### **Preventive Maintenance of Heating and Air Conditioning Systems**

The Service Provider shall provide a separate preventive maintenance program for the vehicle heating and vehicle air conditioning systems that meets or exceeds the manufacturer's recommended or specified PM program. All repairs and maintenance shall be performed according to the laws established by the North Carolina Department of Environmental & Natural Resources (DENR) for air conditioning service. The Service Provider shall describe by brand name and model number the refrigerant recycling system. The Service Provider shall properly maintain operating heating and air conditioning systems on all Rider Transit vehicles. At a minimum, vehicle - heating systems shall be operable between October 15 and April 1 and vehicle air conditioning systems shall be operable between April 2 and October 14. During winter service operation, the measured temperature anywhere within the interior of the coach will not be less than 65 degrees F. During summer service operation, the interior vehicle temperature shall be no greater than the higher of either 75 degrees F or 20 degrees below the ambient temperature (i.e., 100 degree ambient temperature = 80 degrees in the bus). No revenue vehicle shall be operated in revenue Service without a properly functioning heating or air conditioning system.

### **Parts, Lubricants & Supplies**

Service Provider, at its sole cost and expense, shall maintain stores of and provide lubricants, fluids, repairs, parts, and supplies required for the maintenance and operation of all revenue service vehicles and service vehicles utilized in providing the Fixed Route bus and ADA Paratransit Services. Once installed, tires, parts, and other supplies that are ordered for the operation and maintenance of City vehicles become City assets.

### **Tires**

The Service Provider is responsible for providing replacement tires for all Rider Transit vehicles without additional cost to the City. The utilization of any re-tread tires must be approved by the City, and may never be used on the front or steer axel of any vehicle.

### **Inventories**

The Service Provider shall maintain reasonable inventory levels to assure timely repair of vehicles/equipment.

### **Communications Systems**

The City has provided a two-way communication system on all the revenue service vehicles. This system allows for both vehicle-to-base and supervisor communication. The Service Provider shall be responsible for ensuring the communication systems is properly cared for, and that any maintenance issues are reported promptly. The City will be responsible for maintaining base stations, and portable and mobile radios, assuming normal wear and tear.

Repair and/or replacement of City provided communication equipment damaged by Service Provider personnel will be the responsibility of the Service Provider.

### **Wheelchair Lift Inspection and Maintenance**

The Pre-Trip, Relief, and Post-Trip Inspections includes inspection of wheelchair lifts. In compliance with the requirements of the Americans with Disabilities Act (ADA), monitoring of all wheelchair lifts is included as part of the Pre-Trip Inspection and the Preventive Maintenance process. The lift is cycled as part of the Pre-Trip, Relief, and Post-Trip Inspections, and maintenance will include replacement of worn components and all adjustments as necessary for peak performance.

### **Farebox System**

The City provided buses and 2 support LTVs are equipped with GFI Odyssey electronic fare boxes and/or Diamond manual fareboxes. The Service Provider is responsible for the operation and maintenance of all fareboxes provided by the City.

### **Vehicle Breakdown**

In the event of a transit vehicle breakdown, a spare unit will be provided to replace the disabled vehicle as soon as possible. Having a vehicle available for each scheduled route, as well as available spares, is a priority for Concord Kannapolis Area Transit (Rider).

### **Warranty Recovery**

Rider Transit's Service Provider is responsible for managing all warranty recovery programs. Vehicle and parts warranties will be monitored to make sure that bus equipment and parts are repaired and maintained under the manufacturer's warranty. Warranties are monitored for expiration and where the item should be serviced, so that problems can be addressed by the appropriate source and any concerns can be taken care of before the warranties expire.

### **Vehicle Cleaning**

Vehicles will be monitored and inspected periodically for interior and exterior cleanliness (see Attachment E). This will include daily cleaning as well as periodic more thorough cleaning. The Service Provider shall be responsible for maintaining the cleanliness of all vehicles used in the provision of the Service in order to provide a positive public image and appearance. Rider Transit has a zero tolerance policy regarding graffiti, cosmetic damages, and any issues or defects that compromise safety. Rider Transit requires the Service Provider to maintain the interior and exterior of each vehicle assigned to this Contract in a manner that the vehicle appearance is free of graffiti or other damages, including but not limited to, marks made by ink or marker, scratches, stains, chips, dents, chipped, missing or bubbling paint, dirt, trash or gum.

### **Vehicle Exteriors**

In an effort to balance environmental sustainability with operations, the exteriors shall be washed every three days, unless circumstances warrant a more frequent service, or, in the case of water restrictions, the Service Provider may opt to contract exterior cleaning to a vendor that recycles wash water. The exterior of each vehicle shall be kept clean from road dust, mud, tar, grime, and graffiti. The Service Provider shall remove all graffiti from the exterior and interior of the vehicles as soon as it is found or as soon as it is practical at the end of the day or before it goes in Service the next day. If the graffiti is offensive or vulgar and cannot be removed, that vehicle shall be taken out of service immediately. If graffiti is etched or scratched into the surface of the glass rather than paint, that piece of glass must be replaced as soon as possible. Any glass or other graffiti that is not offensive or vulgar but cannot be removed immediately must be identified to the City prior to being returned to revenue service.

Replacement shall take no longer than one week unless parts are unavailable.

### **Vehicle Interiors**

At a minimum, but more often as needed, interiors shall be swept, cleaned of trash, gum, sticky substances, foreign objects, vermin, dirt and dust, windows washed; removing dust, fingerprints, smudges, writing, water spots, and streaks, and spot mopped once daily. Clean passenger seats to the extent that they are dust free and free of all foreign substances. Clean all ledges, stanchions, handrails. Empty and/or replace trash bags or receptacles on each vehicle. Bi-weekly (every 14 days), each vehicle shall be deep cleaned, which includes, but is not limited to ceiling, walls, floors, seats, driver area and dash, and ancillary equipment. The Service Provider shall provide upholstery cleaner to clean each seat during this deep cleaning process. The Service Provider shall track and make available upon request by the City the date of the most recent deep cleaning for each bus. Additionally, the Service Provider will be required to remove all noticeable trash, such as newspapers and litter from each vehicle after each run. If any area of a vehicle shall become defaced with graffiti that is vulgar or offensive, the vehicle shall be removed from service until the graffiti is removed.

### **Interior Pest Control**

The Service Provider is responsible to ensuring that the interior passenger compartment of each vehicle shall be free of roaches and other insects or vermin as well as noxious odors from cleaning products, pest control products, and exhaust fumes emitted by the engine of such vehicle. The Service Provider is expressly prohibited from using any pest control product, or application procedure for such product, that would be hazardous to the health and well-being of the passengers and driver of such vehicle.

### **Unclean Buses**

Any vehicle found by the City to not be in compliance with these vehicle appearance provisions will be removed from service immediately without limiting the Service Provider's service obligations. Once all required actions have been completed by the Service Provider to correct any deficiencies found within this provision, the City must inspect and approve all actions taken prior to the vehicle being eligible for use in scheduled service.

### **Vehicle Storage**

Efforts are made to ensure that vehicles are stored in as safe and secure an area as possible. Currently, Rider Transit revenue service and support vehicles are kept within a secure, fenced area at either the Service Provider's Operations & Maintenance facility (2030 Wilshire Court, Concord NC) or at the Rider Transit Center (45 Transit Court NW, Concord, NC).

### **Maintenance Personnel**

The Service Provider is responsible for finding and training qualified mechanics, shop and bus service attendants (cleaners), and other personnel to perform maintenance on Rider Transit vehicles. All repair work must be performed by maintenance personnel who have demonstrated experience and skills in the work to be performed. The Service Provider's maintenance personnel will be knowledgeable of engines, transmissions including hybrid propulsion systems, major vehicle HVAC systems, wheelchair lifts, braking systems, diagnostic procedures, electrical system, and related mechanical parts, methods, and procedures normally used in servicing mechanical equipment for heavy-duty buses and Light Transit Vehicles (LTVs).

Rider Transit reserves the right to approve or reject a subcontractor relationship for the maintenance of its equipment. If the Service Provider wishes to provide maintenance via subcontract, Rider Transit will require evidence of the maintenance subcontractor Provider's capability and experience with transit rolling stock.

### **Operator Training**

Concord Kannapolis Area Transit (Rider) and our Service Provider makes every effort to have reliable, responsible, safe, courteous, and well-trained bus drivers. Rider Transit's Service Provider is responsible for conducting background checks on all operations related employees prior to a final hiring decision. All prospective drivers, supervisors, maintenance personnel, and staff receive pre-employment drug tests and DOT physicals.

### **Emergency Equipment on Vehicles**

Emergency equipment is located on all agency vehicles and is inspected as part of the Pre-Trip Inspection. Fire extinguishers with an ABC rating are located within easy reach of the bus driver and are tested yearly. Additional emergency equipment on board each vehicle includes a first aid kit; reflective triangles; a biohazard kit; and a seat belt cutter.

### **Daily Operations Report (Maintenance Components)**

No later than 12 noon on the following business day, the Service Provider shall submit to the City Transit Manager a Daily Operations Report. This report shall summarize the previous day's operations & maintenance activities including, road calls & vehicle breakdowns, number of vehicles in preventative maintenance status, number of on-time trips monitored, and vehicle accidents/incidents.

### **Accident/Incident Reporting**



Concord Kannapolis Area Transit (Rider) employees are required to report all accidents and incidents. Report forms are available for this purpose (See Attachment D). Notification procedures have been established so that bus drivers are aware that they are to contact Dispatch in case of an accident or emergency. Dispatch will alert Service Provider Management Team members, who will in turn notify the City Transit Manager. Transit employees are also aware of the drug testing requirements in certain accident situations based upon FTA Drug & Alcohol Program requirements.

### **Vehicle Damage**

The Service Provider shall repair as required all vehicle damage that occurs as soon as practicable upon learning that such work is required. The Service Provider shall institute repairs of any significant damage to vehicles prior to return to service in a reasonable time. The Service Provider shall perform repair work expeditiously in response to identification of problems by drivers or other staff members. Service Provider shall assure the City that required repairs shall not be deferred beyond a reasonable time. Any vehicular body or structural damages such as dents and scrapes must be repaired within (30) thirty calendar days from identification of such damages. All repairs made relative to vehicle damage shall be performed by competent repair facilities capable of restoring the damaged vehicles back to their original configuration, appearance, and structural integrity. All vehicle damage repairs in excess of \$1,000.00 should be photographed and reported to the City prior to initiating the repair.

### **Painting of Vehicles**

Rider Transit has a distinctively painted fleet of vehicles for easy identification and branding purposes. Damaged or missing paint, logos, decals, and signs are not acceptable. This applies to the full interior and exterior of the vehicle, including floors, walls, windows, ceilings, seats, doors, mirrors, signs, exterior sides, tires, and wheels. If any vehicle cannot be used to perform Services due to physical damage or needed repairs and there are not enough spare vehicles available, it will be the responsibility of the Service Provider to locate and acquire a replacement vehicle approved by the City to perform the Services at no additional cost to the City. All Rider Transit vehicles must have the appropriate decals, paint, and system logo in a state of good repair.

### **Vehicle Status Board & Service Interruption Log**

The Service Provider shall maintain a status board in the shop where vehicles are maintained. The status board shall contain, but not be limited to the following:

- Vehicle Number
- Vehicle Mileage
- Current Mileage
- Date and Mileage of last P.M.
- Date and Mileage of last safety inspection
- Date and Mileage of next P.M.
- Date and Mileage of next safety inspection
- Vehicles not fit for revenue service

In addition, the Service Provider shall maintain and make available digitally upon request, a service interruption log containing the following information:

- Vehicle Number
- Operator Name
- Service Disruption Time
- Service Disruption Location
- Description of Problem
- Vehicle Exchanged
- Service Resume Time
- Service Resume Location
- Time Lost and Number of Trips Missed
- Wheelchair Lifts/Ramps Down for 3 Days or Less
- Wheelchair Lifts/Ramps Down for more than 3 days

### **Quality Assurance and Audits**

Rider Transit staff will conduct periodic inspections of the vehicle fleet. The City shall have immediate and unrestricted access to all vehicle maintenance records during planned or unannounced visits or inspections to vehicles and Service Provider's facility. The City shall be entitled, at all times, to conduct inspections of any Rider Transit vehicle in order to determine compliance with the provisions hereof. The Service Provider will, upon request by the City, immediately remove from operation any bus which is determined by the City to be in non-compliance and shall repair, clean or take any other actions reasonably requested by the City in order to cause such bus to be in compliance.

### **Responsibility for Vehicle Maintenance Program**

The Transit Director for Concord Kannapolis Area Transit (Rider) is responsible for the administration of the Vehicle Maintenance Program.

Contact:

L.J. Weslowski Transit Director  
Concord Kannapolis Area Transit  
45 Transit Court NW Concord, NC 28025  
704.920.5878  
[weslowlj@concordnc.gov](mailto:weslowlj@concordnc.gov)



## City of Concord/Concord Kannapolis Area Transit (Rider) Facility & Equipment Inspection and Maintenance Policy

Effective: November 2014

Revision 2: June 2017



## Purpose

The City of Concord/Concord Kannapolis Area Transit (Rider) is committed to providing a safe working environment for every employee and visitor, and to maintaining the integrity of Rider Transit facilities.

## Implementation Plan

All Rider Transit facilities shall be inspected as outlined in the Facility Inspection Schedule (Exhibit 1). The Rider Transit Center Building Inspection Form (Exhibit 2) shall be used to insure a comprehensive inspection and repairs are completed monthly, quarterly, annually and as needed.

Rider custodial staff will conduct monthly facility and grounds inspections utilizing the Rider Transit Center Building Inspection Form, which will address all the items listed as monthly on Exhibit 1 below. The Transit Manager will review the inspection forms each month. Those inspection forms will be kept on file by Rider staff. Rider staff will submit any items which are found during the monthly inspection process into the City of Concord work order system, which will then be addressed by the Buildings & Grounds Department which oversees the maintenance & upkeep off all City of Concord facilities. A history of those work order requests and their resolution will be kept on file by Rider staff, along with documentation of the inspections conducted annually noted in Exhibit 1.

Mission critical items include the Transit Center building, elevator, passenger platform and busway, bus shelters, parking lots, electrical and HVAC systems, plumbing and security equipment. The annual Life Safety inspection will be conducted by the Emergency Management Coordinator each November. The annual fire alarm & sprinkler inspection and testing and fire extinguisher servicing are conducted by a 3<sup>rd</sup> party inspection company and overseen by the Buildings & Grounds department. The City of Concord Engineering Department will conduct the monthly and annual stormwater & retention pond inspections, and maintain the original inspection files. The Buildings & Grounds Department will maintain a file with the inspection form(s) and corrective action(s) taken for all the remaining items listed in Exhibit 1 below, as will Rider staff. Repairs and upgrades noted will be scheduled and completed in a timely fashion. All other maintenance requests shall be addressed during the normal course of business, with emergency repairs taking priority.



L.J. Weslowski  
Transit Manager

Concord Kannapolis Area Transit (Rider)

## Exhibit

### Rider Transit Center Facility Inspection Schedule

| Maintenance   | Schedule   |
|---|--|
| Life Safety - Formal Inspection                               | Annually/November  |
| Life Safety – Informal Inspection                             | Monthly  |
| Fire System including fire panel, horn strobes, pull stations | Annually/December<br>(outside contractor)                                    |
| Fire Extinguishers  | Monthly (inspection - staff) Annually/July<br>(service – outside contractor) |
| Sprinkler System  | Annually/December<br>(outside contractor)                                    |
| Property Inspection including building and grounds            | Monthly  |
| Elevator Inspection by Dept. of Labor                         | Annually/ April  |
| Elevator Maintenance  | Monthly  |
| Building Lights   | Monthly or as requested  |
| HVAC Maintenance  | Quarterly  |
| Roof Inspection   | Quarterly  |
| Custodial Service   | Monday – Friday 5:00am to 1:30pm   |
| Grounds Maintenance   | Bi-Monthly   |
| Stormwater/Retention Pond Inspection                          | Monthly and Annually   |
| Bus Shelters  | Daily/Weekly/Annually  |

## RIDER TRANSIT CENTER BUILDING INSPECTION CHECKLIST

3600 S. Ridge Avenue, Concord NC 28025

Exterior/Grounds

Meets standards

| Item  | Y | N | N/A |
|---|---|---|-----|
| Is the address clearly visible?   |   |   |     |
| Are exterior lights in working order?   |   |   |     |
| Does the building appear to be in good repair?  |   |   |     |
| Is building free from signs of vandalism?   |   |   |     |
| Has vegetation been cut back from the building?   |   |   |     |
| Are stairs, clean & clear of debris, landings and handrails in good repair and fastened securely? |   |   |     |
| Do entrance doors close slowly to avoid hazards to fingers?                                       |   |   |     |
| Roof (membrane) intact, free of signs of wear or damage?  |   |   |     |
| Roof flashing intact?   |   |   |     |
| Roof Vents intact and in good working order?  |   |   |     |
| Gutters/Downspouts/Roof Drains clearing and in good working order?                                |   |   |     |
| Windows   |   |   |     |
| Door Locks  |   |   |     |
| Door closers  |   |   |     |
| Exterior lighting (Transit Center)  |   |   |     |
| Exterior lighting (Bus Canopy)  |   |   |     |
| Exterior Lighting (Parking lot)   |   |   |     |
| Painted surfaces  |   |   |     |
| Sidewalks   |   |   |     |
| Bus Platform  |   |   |     |
| Bus way (concrete)  |   |   |     |
| Parking lots (asphalt)  |   |   |     |
| Gates   |   |   |     |
| Retention Ponds   |   |   |     |
| Perimeter fence   |   |   |     |
| Landscaping   |   |   |     |
| Flag pole   |   |   |     |
| Signage   |   |   |     |

**Comments:**

| Item   | Y | N | N/A |
|--|---|---|-----|
| Elevator   |   |   |     |
| <b>Ceilings:</b>                                   |   |   |     |
| Drop ceiling (tiles)                               |   |   |     |
| Other  |   |   |     |
| <b>Floors:</b>                                     |   |   |     |
| Slate/tile   |   |   |     |
| Carpet   |   |   |     |
| Hard surfaces                                      |   |   |     |
| <b>Door:</b>                                       |   |   |     |
| Locks  |   |   |     |
| Opening sensors (Proximity card detectors)         |   |   |     |
| Opening sensor (ADA access button main lobby door) |   |   |     |
| Closers  |   |   |     |
| Hardware   |   |   |     |
| <b>Painted surfaces:</b>                           |   |   |     |
| Walls  |   |   |     |
| Trim   |   |   |     |
| Ceilings   |   |   |     |
| <b>Plumbing:</b>                                   |   |   |     |
| Sinks  |   |   |     |
| Commodes   |   |   |     |
| Urinals  |   |   |     |
| Water heater                                       |   |   |     |
| Toilet stall partitions                            |   |   |     |
| Floor drains                                       |   |   |     |
| Waste lines  |   |   |     |
| Water lines  |   |   |     |
| Faucets  |   |   |     |
| Flush valves                                       |   |   |     |



**Comments:**

| Item   | Y | N | N/A |
|--|---|---|-----|
| Lighting   |   |   |     |
| Receptacles  |   |   |     |
| Have Ground Fault Interrupter's been provided on circuits in proximity to water? |   |   |     |
| Ground Fault receptacles   |   |   |     |
| Switches   |   |   |     |
| Appliances   |   |   |     |
| Panel boxes & breakers   |   |   |     |
| Are all electrical panels secured?   |   |   |     |
| Is a 3' clearance provided around all electrical panels?                         |   |   |     |
| Are all electrical rooms free from combustible storage?                          |   |   |     |
| Has the use of extension cords been discontinued?                                |   |   |     |

**HVAC**

**Meets standards**

| Item   | Y | N | NA |
|--|---|---|----|
| Heat   |   |   |    |
| Air conditioning   |   |   |    |
| Fan (lobby)  |   |   |    |
| Ductwork & vents   |   |   |    |
| Thermostats  |   |   |    |
| Mechanical units (roof)  |   |   |    |
| Is a 3' clearance provided around all heating equipment?                         |   |   |    |
| Are portable heaters, if present, utilized in accordance with safety procedures? |   |   |    |

**Safety, Security & Protection Systems**

**Meets standards**

| Item   | Y | N | N/A |
|--|---|---|-----|
| Security cameras   |   |   |     |
| Security camera DVR  |   |   |     |
| Exit signage   |   |   |     |
| AED (lobby)  |   |   |     |
| Are portable fire extinguishers provided?                          |   |   |     |
| Are all extinguishers inspected on a monthly basis and documented? |   |   |     |
| Do all extinguishers have a current inspection tag?                |   |   |     |
| Is the extinguisher properly charged?                              |   |   |     |
| Are any extinguishers blocked?                                     |   |   |     |

**Comments:**

| Item                           | Y | N | N/A |
|--------------------------------|---|---|-----|
| Desks                          |   |   |     |
| Chairs                         |   |   |     |
| Counters                       |   |   |     |
| Cabinets                       |   |   |     |
| Computers                      |   |   |     |
| Printers                       |   |   |     |
| Seating (lobby)                |   |   |     |
| Seating (passenger platform)   |   |   |     |
| Signage                        |   |   |     |
| Lobby AVL monitor              |   |   |     |
| Break room (chairs & tables)   |   |   |     |
| AV equipment (conference room) |   |   |     |

**Emergency Evacuation**

**Meets standards**

| Item   | Y | N | N/A |
|--|---|---|-----|
| Are all exits and travel paths identified with illuminated "EXIT" signs? |   |   |     |
| Are travel paths leading to exits free of obstructions?                  |   |   |     |
| Are exits unlocked and operational?                                      |   |   |     |
| Are working emergency lights provided in the building?                   |   |   |     |
| Are evacuation diagrams posted throughout the building?                  |   |   |     |
| Are all stairs in good and safe condition?                               |   |   |     |

**Smoking**

**Meets standards**

| Item   | Y | N | N/A |
|--|---|---|-----|
| Are designated smoking areas properly identified?          |   |   |     |
| Are non-combustible receptacles provided in smoking areas? |   |   |     |
| Are smoking materials disposed of properly?                |   |   |     |

**Housekeeping**

**Meets standards**

| Item                                       | Y | N | N/A |
|--|---|---|-----|
| Is trash removed from the building daily?  |   |   |     |
| Is storage restricted to designated areas? |   |   |     |
| Is storage neatly arranged and secured?    |   |   |     |

**Miscellaneous**

**Meets standards**

| Item  | Y | N | N/A |
|---|---|---|-----|
| Has flammable storage been limited to designated areas? |   |   |     |
| Are all ladders properly secured or stored away?        |   |   |     |
| Is the overall building in good working condition?      |   |   |     |
| Are all computer areas free from combustible storage?   |   |   |     |

**IMMEDIATELY NOTIFY YOUR SUPERVISORS IF ANY QUESTIONS ARE ANSWERED "NO" AND ARE SAFETY RELATED ISSUES.**

**Additional comments/notes:**

|  |
|--|
|  |
|--|

|               |  |
|---------------|--|
| Inspected by: |  |
| Date:         |  |

|                        |  |
|------------------------|--|
| Transit Manager Review |  |
| Date:                  |  |

**Subject: Driver Training**

**Scope:** All drivers/operators operating motor vehicles in revenue service on behalf of Transdev North America (hereafter “Transdev”).

**Purpose:** To mitigate the potential of motor vehicle collisions or crashes and ensure all drivers are operating their vehicles in accordance with Transdev’s standards of safe driving practices.

**Policy:** All individuals whose job functions require operation of motor vehicles on behalf of Transdev shall successfully complete defensive driver training in accordance with the requirements specified in this policy.

Only qualified personnel (General Managers, Operations Supervisors, Safety/Training Managers, or Driver Instructors/BTWs) will administer driver training courses. Under no circumstances will any driver be allowed to driving duties unless they demonstrate full proficiency in all applicable driving performance tasks

This policy outlines minimum requirements only. Nothing in this policy prohibits Location or Property management from requiring additional training for their Location or Property.

Any deviation/exception to this policy must be approved by both the Regional Vice President and the VP of Safety.

**Responsibilities:**

**A. General Managers:**

1. Ensure that all drivers/vehicle operators assigned to their sites complete the required training in accordance with this policy.
2. Assign required training to new drivers.
3. Monitor training completion.
4. Provide training completion and/or exception reports as needed.
5. Train and certify local Behind-The-Wheel (BTW) trainers/In-Vehicle Assessors.

**B. Regional Safety Directors:**

1. Support locations/property driver training program efforts
2. Provide guidance and advice as needed

## **Driver Training Requirements:**

1. **Initial Driver Training:** All drivers, upon initial hire or contract with the Company, shall complete training on Transdev's standards of safe driving performance and safe driving expectations prior to being allowed to drive in revenue service. This training shall consist of a "knowledge" portion (either Classroom or Computer-Based Training), followed by Behind- The-Wheel (BTW) portion and a final In-Vehicle Assessment conducted by a qualified Transdev representative.

### **A. Curriculum:**

The initial training curriculum shall, at a minimum, consist of the Transdev Operator Development Program (OPD) appropriate for the type of service provided (e.g.: Transit or Paratransit) and include the following topics:

- Operator Development Program (OPD): Defensive Driving Fundamentals
  - Following Distance / Space Management
  - Backing Basics
  - Intersections
  - Changing Lanes, Merging & Passing
  - Railroad crossings
  - Adverse Conditions / Limited Visibility Driving
  - Fatigue Management
  - Emergency Procedures
  - Large Vehicle Dynamics
  - Lift Operation
  - Wheelchair Securement
  - Injury Prevention
  - Pre-trip Inspections
- Regulatory Compliance
  - Drug & Alcohol
  - Federal Regulations

Individual locations/properties shall also include any topics/material required by their customer. Upon completion of the Classroom phase (minimum of 40 hours), the student shall be required to pass a final written exam on the above subjects to demonstrate knowledge of the material/defensive driving expectations.

**B. Behind The Wheel/In-Vehicle Assessment (BTW/IVA):**

Following the academic course above, the driver shall spend a minimum of 16 hours (2 days) performing common close-quarters driving maneuvers on a closed course obstacle course. These exercises are very helpful to improve understanding of vehicle maneuverability in tight environments and improve the driver eye-hand coordination and close quarters driving skills when maneuvering in these conditions.

The recommended obstacles are:

|                                |                                |                         |
|--------------------------------|--------------------------------|-------------------------|
| • Right Turn                   | • Reverse/ Backing (Left Side) | • Diminishing Clearance |
| • Reverse/Backing (Right Side) | • Serpentine (Forward)         | • Judgment Stop         |
| • Left Turn                    | • Straight Backing             | • Off-Set Lane Change   |

Following successful completion of this closed course curriculum, the driver/operator shall complete a minimum of 24 hours of BTW training in a “Practical driving” phase.

Upon completion of the BTW “Practical Driving” phase, the student shall be required to successfully pass an In-Vehicle/Behind the Wheel Assessment conducted by a qualified Transdev representative. The driver must demonstrate his / her ability to perform all of the required driving skills to standard before being allowed pass the course.

Upon successful completion of the BTW/IVA evaluation, the driver/operator will continue to the next phase of driver/operator training, Cadet training. Cadet training will consist of continued route training while driving in revenue service with a qualified route instructor. This portion will include a minimum of 40 hours, and cover city (urban), secondary roadway/highway, and freeway driving environments, with emphasis on backing, parking, intersections, following distance, merging into traffic, lane changes, and wheelchair securement. Upon completion, the driver/operator will be required to successfully pass a final Cadetting evaluation before being allowed to operate without an instructor present.

Failure to successfully complete the final knowledge test, the In-Vehicle Assessment (IVA) and Cadetting evaluation shall disqualify the use of the driver/operator for revenue service.

2. **Refresher or Remedial training:** All Transdev operators will receive refresher or remedial training, as necessary, throughout their employment with the Company.



This training will be conducted as outlined below and documented in local personnel files and training records using the Driver Refresher Training Report Form.

**Refresher or Remedial training is mandatory under the following conditions:**

- A. Return To Work (from inactive status) – Required when a driver/operator returns from “inactive” status (from a period of 30 days or more). In these cases, the driver must receive a one-day/8 hours “general purpose” refresher training designed to remind the driver of the general standards and defensive driving guidelines in effect at Transdev and to ensure his/her proficiency.
- B. Post-Accident / For cause – Required after every “preventable” accident, or whenever mandated by management for retraining / corrective purposes.
- C. Seasonal – Required annually at all divisions operating in seasonal adverse weather environments (i.e.: Winter driving, onset of adverse weather, etc.).
- D. Biannually – At a minimum of every two years, each driver/operator shall receive a “general purpose” refresher training designed to remind the driver of Transdev driving standards and validate the driver’s proficiency with Transdev defensive driving requirements. If a customer requires annual or semi-annual certification, they shall take precedence over our minimum bi-annual requirement.

**3. Refresher Training Course Content:**

- A. **Return To Work:** This refresher is mandatory for any driver who has been away from work for extended periods (sick leave, family leave, furlough, worker’s compensation, etc.). Reviewing the most up-to-date videos and the behind-the-wheel assessment are important components of this type of refresher. Minimum content is as follows:
  - 1. Safety standards review (Classroom): This training will include a thorough general review of our safety standards and defensive driving guidelines. This is accomplished through review of the applicable portions of the Operator Development Program (Initial Driver Training Curriculum) and the applicable safety videos as outlined below:

| <b>Separation Period</b>               | <b>&lt; 30 Days</b> | <b>31-90 Days</b> | <b>91-180 Days</b> | <b>181 - 360 Days</b> |
|--|---------------------|-------------------|--------------------|-----------------------|
| <b>Diagnostic Evaluation (SPP C.4)</b> | YES                 | YES               | YES                | YES                   |

| <b>Classroom Training (ODP subjects)</b> | <b>YES<br/>(As needed per Safety Manager)</b> | <b>YES<br/>Basic</b>                                      | <b>YES<br/>Basic</b> | <b>YES<br/>Advanced</b> |
|--|---|---|----------------------|-------------------------|
| <b>Closed Course Skills/BTW Hours</b>    | As needed based on diagnostic evaluation      | At least 8, more as needed based on diagnostic evaluation | 32                   | 40                      |
| <b>Full ODP Training Program</b>         | N/A   | N/A   | YES                  | YES                     |
| <b>Satisfactory Evaluation (SF-1)</b>    | YES   | YES   | YES                  | YES                     |
| <b>Classroom Hours</b>                   | Missed SOPs or monthly training topics        | 8   | 8                    | 40                      |
| <b>Recommended Minimum Total Hours</b>   | 2-4   | 8+  | 40                   | 80                      |

**Training Topics (ODP based) for classroom:**

**All employees rehired after 180 days must complete the full ODP training program.**

**Basic Level**

|   |             |
|---|-------------|
| Introduction to Professional Driving            | 60 Minutes  |
| Blood borne Pathogens                           | 20 Minutes  |
| Introduction to the Bus                         | 30 Minutes  |
| Mirror Adjustments and Reference Points         | 30 Minutes  |
| Preventing Backing Accidents                    | 30 Minutes  |
| Intersections                                   | 30 Minutes  |
| Creating a Drug Free and Alcohol-Free Workplace | 120 Minutes |
| Safety Best Practices                           | 90 Minutes  |
| LLLC Defensive Driving                          | 90 Minutes  |

## **Advanced Level**

Full ODP-classroom subjects to include property and client-specific standard operating procedures.

- 2 **“Behind The Wheel” (BTW) Road Check:** The Road-Check portion of the Return-to- Work Refresher is probably the most critical part of the refresher, as it offers the driver the hands-on opportunity to re-establish his or her familiarity with our standards, and with the maneuverability and dimensions of the bus. If the driver has developed any unsafe driving behaviors/habits, the instructor will also be able to identify what driving deficiencies are present, and correct them before certifying the refresher as “satisfactory.” The BTW portion will include a minimum of 40 miles or two hours, and cover city (urban), secondary, and freeway driving environments, with emphasis on city and freeway driving.

The time involved for completion of this refresher is variable. The driver must demonstrate his ability to perform all the required tasks to standard. Particular attention will be given to the following areas:

1. Pre/Post trip inspections
2. Brake release procedures (Air brake vehicles)
3. Gear selection & transmission use
4. Proper Scanning Habits
5. Turns & Intersections
6. Merging & Lane changes
7. Backing
8. Speed Control
9. Following Distance
10. Use of Brakes
11. Railroad Crossings
12. Lift Operations
13. Wheelchair Securement

Individual locations/properties are free to also include any topics/material pertinent to local driving conditions (for example, driving in heavy traffic, mountain terrain, etc.).

- B. **Post-Accident / For Cause Remedial Training:** This training is mandatory for any driver who has received a “preventable” rating for an accident/incident. Because (by definition) the driver could have avoided the accident/incident, but failed to do so, it is imperative that the driver receives this remedial training as soon as possible, in order to prevent another similar occurrence. Therefore, the post-accident remedial training must be scheduled and given within 10 days following the formal accident rating.

Operators shall not be allowed to return to service until they have successfully completed a minimum of one (1) hour of Behind the Wheel post-accident training and demonstrated full defensive driving skills competence based on the root cause of the "Preventable" event. Before the refresher commences, the investigating supervisor will review the accident report with the individual who will conduct the training (i.e.: a driver instructor or BTW instructor), discuss the accident's cause(s) and contributing factors, and what specific driving standards were not applied correctly. They should then tailor the remedial training to correct the driving deficiencies and standards that contributed to the accident.

This training will include a review of the appropriate written materials, videos, and behind- the-wheel training.

The amount of time needed for a post-accident refresher is variable, and it will depend on the driver's ability to perform the appropriate tasks to standard. **The driver must demonstrate his / her ability to perform all of the required tasks to standard before being allowed back to driving duties.**

For instance, if the supervisor has determined that the driver did not perform a right turn correctly, the appropriate videos might include material on effective seeing habits, proper positioning of the vehicle, reference points, lane choice. The items highlighted on the refresher report would include "Positioning of the bus for turn," "Use of Mirrors," "Speed," "Proper Use of Signals," "Ability to Judge Bus Size," "Use of Horns," "Aggressive in Traffic," "Aware of Hazards." The driver instructor would then proceed with the behind-the-wheel training with a clear understanding of what driving deficiencies may need correcting, and ensure that the driver is able to perform the appropriate tasks to standard.

- C. **Seasonal Refreshers**: These refreshers are conducted in preparation of operations during certain periods of the year. At a minimum, this refresher will be given in the Fall (Sep-Nov), before the beginning of winter season, to all division's drivers, and includes refresher topics appropriate for the region, imminent weather, environmental, and traffic conditions. The training will include topics/material appropriate for the season in question, using existing safety videos and lesson modules from the standard Driver Training School.
- D. **Bi-Annual Refresher**: This is a mandatory bi-annual (every two years) one-day (8 hours) general defensive driving refresher. All in-service drivers will attend this refresher every two years from the time of their last refresher training (e.g.: New Hire, Post-Accident, Return to Work, Bi-Annual), to ensure they are using appropriate defensive driving habits/techniques (have not become complacent). The training will consist of a review of the ODP modules listed for the "Basic Level" in the "Return To Work" section in "A" above and a minimum of 2 hours/40 miles BTW in-vehicle assessment of their defensive driving skills.

**Subject: Safety Meetings**

**Scope:** This policy applies to all employees of Transdev North America.

**Policy:** It is the policy of Transdev North America (TDNA) to seek and encourage its employees' assistance in identifying workplace hazards. One effective vehicle is through safety meetings, which provide employees an opportunity to provide input regarding safety issues and receive updated safety education/information.

All TDNA Properties will make possible the opportunity for employees to participate in safety meetings.

**Procedure:**

- All Properties will have regularly scheduled monthly safety meetings. These meetings will be open to all employees.
- Exceptions to the monthly requirement shall be granted on a case-by-case basis jointly by the Regional Vice President and the Regional Safety Director.
- Employees' attendance and participation in safety meeting is mandatory (unless the location's CBA agreement stipulates otherwise). Employees who fail to attend safety meetings without a written excuse will be subject to progressive disciplinary action.
- General Managers will post in advance the time, date and location of all regularly scheduled safety meetings.
- The agenda must cover only safety-related items. Agenda items will be directed by management.
- Employees must speak for themselves and cannot be represented by anyone else.
- Meetings shall be documented in writing on Form SF-3 (Safety Training Record) and contain the date and time, topic(s) covered and participants' name and signature attesting to their participation. The completed Form SF-3 shall be kept in local files and be made available for review as requested during safety audits.
- Upon completion of the safety meeting, Property management shall input the meeting's date, topic, and number of personnel assigned & attended in WebRisk (Safety Meeting Wizard)

Questions on safety meetings shall be directed to the Regional Safety Director.



# EMPLOYEE HANDBOOK

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## **Welcome to Transdev North America, Inc.**

Welcome! We're happy you've joined the Transdev North America, Inc. team. This Employee Handbook has been prepared to give you some background information about our Company and an overview of pertinent Company policies. Please read it carefully because it holds important information about the commitment Transdev North America, Inc. has to safety and ethics and a description of the rules we work under.

Transdev has a long and proud history of providing efficient and innovative transportation solutions. We are committed to safety and great customer experience.

We look forward to working with you.

**Yann Leriche**  
**CEO, Transdev North America**  
**Head of Global B2C Business Line &**  
**Autonomous Transportation Systems**

## About Transdev North America, Inc.

**We help our clients design, manage and operate integrated mobility solutions in ways that measurably improve their economic, safety and environmental performance.**

Transdev North America, Inc. is a leader in the transportation industry and is the largest private sector provider of multiple modes of transportation in North America. We operate and manage top quality, efficient, environmentally sustainable transportation networks that enhance people's mobility and their quality of life.

Transdev provides safe, reliable, and efficient service that passengers, transit authorities, airports and universities trust. We manage many modes of public transportation including bus, rail, streetcar, bus rapid transit (BRT), paratransit, taxi and shuttle services. Every year from coast to coast, we deliver more than 400 million passengers trips to people who travel with us to work, study, shop or play.

In the U.S. and Canada, Transdev operates service in 200 contracts with a workforce of nearly 17,000. Our Transit Division operates some of the largest and most sophisticated bus networks and complex paratransit systems in the U.S. and Canada, including Phoenix, Denver, San Diego, Los Angeles, Atlanta, Baltimore, Washington, DC, Montreal and Toronto. Our Rail Division operates commuter rail networks in Miami and Southern California; and performs track maintenance work in many geographic areas across the U.S. Our On-Demand Division provides airport shuttle, taxi, private sedan and charter bus services to airports and around town in 40 leading U.S. cities. Our IntelliRide Division provides smart mobility management solutions, including call center brokerage operations for healthcare-related transportation.

We are the North American subsidiary of Transdev—a global leader providing public transportation solutions to cities and communities in 19 countries on 5 continents. Transdev designs and delivers high-quality sustainable transportation solutions. Our ambition is to be the trusted partner of our clients and passengers by pioneering in mobility. Transdev is committed to being the long-lasting partner of local authorities, industrial clients and other government agencies who want to implement innovative, cost-effective and sustainable mobility solutions. We help our clients design, manage and operate integrated mobility solutions in ways that measurably improve their economic, safety and environmental performance.

Transdev's key strengths include:

- Broad multi-modal experience, ensuring integrated and seamless service delivery.
- Highly qualified teams who deliver both global and local expertise.
- Personalized services and a customer-centric approach, based on market insight.

- Mastering digital technology to enhance customer information, operational performance and transparency.

Transdev has over 150 years of operating experience and relationships with clients that span decades. We are a pioneer in the creation and development of public-private operating partnerships in the transportation sector and a committed leader in the race against climate change.

## **About this Handbook**

The purpose of this Employee Handbook is to give employees information about Transdev North America Inc., the transportation divisions of Transdev Services, Inc., (or the “Company”), its employment practices and the expectations the Company has concerning its employees. Please take your time and read this Handbook thoroughly, retaining it, for future reference.

This Handbook does not create any contractual rights or obligations between the Company and its employees, does not limit the Company’s lawful use of its management discretion, and does not obligate the Company to continue any particular policy or practice. It is solely intended to serve as a reference tool for employees and to provide general guidance concerning many essential employment matters. The Company’s specific policies in force from time to time control over the general descriptions contained in this Handbook. The Company reserves the right to modify, supplement, amend, delete or otherwise change any policy, practice, procedure or working condition at any time. While Transdev North America, Inc. will normally attempt to provide employees with notice of changes, the Company reserves the right to do so without notice. Questions regarding any policies should be discussed with your supervisor or your Human Resources Representative.

In the event this Handbook conflicts with state or federal law, the law applies. A collective bargaining agreement applies in the event of inconsistencies between this Handbook and the agreement.

## **Our Core Beliefs**

The Transdev family of employees operates and manages quality transportation that makes cities and communities better places to live. Through our combined efforts, we provide safe, reliable and costeffective transportation services. Our passengers and clients (cities, counties, transit authorities, airports, and universities) trust and rely on us every day. Around the world,

we share a common purpose which is to design and deliver high-quality, sustainable transportation solutions for passengers.

We also share a common set of Core Beliefs, which include our **Credo** (deepest conviction), **Ethics**, **Values**, and **Corporate Social Responsibility**.

Our Core Beliefs form the essence of who we are. We want to reflect and “live” these beliefs at every level of our Company. These beliefs and principles unify us and our colleagues around the world. They guide us and make us who we are as a Company.

**Our CREDO:**

- Uncompromising Safety... It is our highest priority and deepest conviction.

**Our ETHICS:**

We act with integrity based on shared ethical principles.

**Our CORPORATE SOCIAL RESPONSIBILITIES:**

- Sustainability
- Inclusion
- Community

**Our VALUES:**

- Commitment
- Performance
- Partnership
- Passion

**Equal Opportunity Employment Policy and Plans**

The Company has established and adopted an Equal Employment Opportunity and Affirmative Action Policy. The Company will not discriminate and will not tolerate discrimination based on race, gender, sexual orientation, marital status, age, religion, color, creed, national origin, ancestry, genetic characteristics, veteran or military status, disability, domestic violence victim status, or any other factor prohibited by applicable state, federal or local law. This policy

applies to all terms, conditions and privileges of employment including recruiting, hiring, initial periods of employment, job assignments, training and development, promotion, transfer, compensation, benefits, educational assistance, layoff and recall, social and recreation programs, termination and separation.

An Affirmative Action Program has also been developed and is available for review in Human Resources. The goals of this program are:

- To recruit, hire and promote qualified employees without regard to gender, race, sex, religion, color, creed, age, national origin, ancestry, sexual orientation, gender identity (transgender status), HIV status, marital or veteran status or disability or any other legally protected status.
- To base employment decisions on the principles of Equal Employment and Affirmative Action.
- To fill employment and promotional opportunities utilizing only job-related criteria.
- To administer personnel actions, such as compensation, benefits, transfers, layoffs, Company sponsored training programs and social and recreational programs on a non-discriminatory basis.

Implicit in our policy is the commitment of the Company to maintain a work environment that is safe, productive and free from harassment of any kind, including sexual harassment. The Company identifies itself as an Equal Opportunity Employer in advertising for employees, recruiting brochures, employee manuals and its day-to-day practices. Moreover, we individually and collectively share the responsibility for understanding the great importance of pleasant working associations, and assuring that every employee is welcomed, accepted and rewarded according to his or her contribution toward the attainment of our goals and objectives.

Principal and direct responsibility for successful implementation of this policy in a uniform manner has been assigned to the Human Resources Department. Within their respective areas of responsibility, all managerial and supervisory personnel are accountable to ensure compliance with this policy. Questions, comments, concerns (or to voice complaints) regarding this Equal Employment Opportunity and Affirmative Action Policy should be directed to your Human Resources Representative.



## Safety



### Commitment to Safety (Our Credo)

The Company is committed to living our Credo by leading the way to World Class Safety. Through the dedicated efforts of every team member throughout our entire Company, we will become known as the safest most reliable passenger transportation service.

The Company will keep its employees, customers and surrounding public safe at all times. Given the risks involved with daily operations, the Company has a uniform, comprehensive set of safety policies and procedures to assist each employee in reducing the risk of collision, injury or other harm. These policies and procedures consist of a set of standards, or operating procedures, to be implemented at every Company location.

The safety of each employee and passenger is our first commitment. Accident and injury prevention is so important that the Company will give precedence to safety over operating productivity. No job is so important and no order so urgent that we cannot take time to perform work safely. The Company will recognize no substitute for safety.

The Company will recognize and instill in its workforce the concept that safety is a shared responsibility of all employees.

Supervisors and Managers will encourage employees to exercise caution at all times, use all available safeguards and safety equipment, demonstrate behaviors that proactively prevent accidents and injuries, and comply with all rules, regulations, policies and procedures.

No Supervisor or Manager will knowingly tolerate or permit any unsafe act, operation, practice or behavior.

Supervisors and Managers will ensure that safety operations, programs, meetings, inspections and investigations within his/her designated area are carried out according to these policies and procedures.

Supervisors and Managers will consistently and constantly promote Transdev North America, Inc. World Class Safety Policies and Procedures, and set an example for employees by always demonstrating proper safe behaviors.

Employees will immediately report any unsafe conditions or incidents to their Supervisor/Manager and are encouraged to make suggestions for improved safety performance and conditions. The Transdev North America, Inc. Hotline (1-866-850-3033) is available 24/7 to report any safety violation or concern an employee may not want for any reason to report to his or her supervisor.

Periodic safety training will be provided to employees to prepare them to perform their jobs according to the Transdev North America, Inc. World Class Safety Policies and Procedures.

Employees and a member of management will be required to attend and actively participate in all quarterly safety meetings.

Employees will be held responsible for adhering to property safety rules.

For more information, please refer to the Transdev North America, Inc. Safety Policies and Procedures Manual and/or contact your Safety Manager.

## Incident Reporting

In an effort to maintain a safe and healthy work environment in the workplace, accidents, injuries and behavioral issues that occur at the Company or during the course of employment must be reported and investigated thoroughly. It is the intent of the Company to minimize accidents, injuries, and incidents by correcting identified causes when appropriate and feasible. This is applicable to Company employees, on-site vendors, contractors, and customers affected by such incidents.

Employees should take all threats seriously and refrain from confronting individuals who are a threat. Immediately report to a supervisor or manager any incidents that you believe put employees, vendors, customers, passengers, suppliers, contractors or any person working with or associated with the Company at risk.

### **IMPORTANT DEFINITIONS:**

Accidents are events that cause injury or illness to a person or damage to property. Even minor injuries such as cuts or sprains and minor damage to property are considered accidents. Incidents include near miss events that have a potential of causing personal injury or property damage. An infraction of Company or client rules or policies is also considered to be an “incident”.

Your local safety policy defines accidents and incidents and the reporting requirements associated with each.

Employees are responsible for:

Following safe work practices

Reporting accidents and incidents and any condition that they consider unsafe to their supervisor, the safety manager, or to Human Resources. You will be asked to complete an incident or accident report

The Transdev North America, Inc. Hotline at 1-866-850-3033 is available 24/7 to report any safety violation or concern an employee may not want for any reason to report to his or her supervisor.

Failure to report accidents or incidents is a very serious violation of Company policy which may result in termination of employment. The Company will not tolerate any action taken in whole or in part in retaliation against anyone who has in good faith reported an accident or incident to the Company.

For more information, please refer to the Safety Policies and Procedures Manual or contact your supervisor.

### Facility Security

The safety of our employees at work, especially in 24/7 operations is serious business. The Company will provide a safe working environment for employees, taking all reasonable steps to maintain safe, healthy and clean working conditions that will eliminate or minimize accidents and health hazards. In addition, our job sites, Company premises, vehicles and other facilities contain valuable equipment. It is important, therefore, that all employees pay close attention to the security of our facilities and vehicles.

It is the policy of the Company to provide a secure work environment for our employees in which to work and to service our clients.

It is the responsibility of each employee to safeguard Company property by carefully following all security procedures.

It is the responsibility of each Company employee to safeguard their own personal property by keeping valuables out of sight and/or locked securely.

It is the responsibility of each Company employee to safeguard the security and safety of client information as set forth in any contract specification for securing information or products.

The Company is not responsible for loss or damage of employees' personal property on Company premises.

It is the responsibility of each Company employee to report any violations to this policy by any other Company employee, agency employee, visitor, vendor, subcontractor, consultant and/or client.

### Impending Natural Disaster or Emergency

Employees with Internet access can access hurricane or natural disaster related information on Transdev's website at [www.transdev.com](http://www.transdev.com). In the event of an emergency, click on the red bar at the

bottom of the home page that reads “hurricane updates.” This link will provide any updates related to the hurricane or natural disaster such as operations, paychecks, relief efforts, phone numbers, meeting places, etc.

Employees may also call our Employee Emergency and Disaster Hotline at 1-888-382-1149. In the event of a hurricane or natural disaster, a customized message will be left on the greeting, as well as provide an opportunity for an employee to leave a message.

These resources will supplement, not replace, any Emergency Contact procedures already in place at your property location.

If you have any questions, please contact your safety director or Regional Human Resources Director.

#### Avoiding Workplace Violence

The Company is committed to providing a safe work environment for its employees and thus has zero tolerance for threats or acts of intimidation or violence. Any conduct that causes harm to or threatens the safety of employees, customers or others is strictly prohibited.

All employees, vendors, customers, passengers, suppliers, contractors or any person working with or associated with the Company must be treated with respect at all times. Employees are expected to refrain from fighting, “horseplay” or other conduct that may affect the safety of others.

#### Prohibited Conduct

Specific examples of conduct that may be considered threats or acts of violence include, but are not limited to:

Physical attacks such as hitting, fighting, pushing or shoving

Direct or indirect threats of intimidation or violence against an individual or the Company

Harassing behavior or communication intended to intimidate, menace or frighten another person

Deliberate destruction of or damage to the Company's or any individual's property

Except as where permitted by law, possessing a weapon while on Company property or while on Company business.

## **ENFORCEMENT:**

The Company will promptly and thoroughly investigate all reports of threats of (or actual) violence and of suspicious individuals or activities. The identity of the individual making a report will be protected as much as is practical.

Threats, threatening conduct or any other acts of aggression or violence in the workplace will not be tolerated. Any employee determined to have committed such acts will be subject to disciplinary action, up to and including termination. Non-employees engaged in violent acts on Company premises will be reported to the proper authorities and fully prosecuted.

If you feel that you are a subject of violence in the workplace, immediately contact your supervisor or your Regional or Corporate Human Resources Department or report the incident to the Transdev North America, Inc. Hotline at 1-800-850-3033.

## **Avoiding Unlawful Harassment**

The Company respects the rights and opportunities of all people to seek, obtain and hold employment without being subjected to or confronted with unlawful harassment or discrimination of any kind in the workplace. Unlawful harassment or inappropriate conduct is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of that person's (or that person's relatives, friends or associates) race, religion, gender, national origin, ancestry, veteran status, marital status, age, disability, sexual orientation and/or any other legally protected status as described under federal, state or local law.

Unlawful harassment or other inappropriate conduct that has the purpose or effect of creating an intimidating, hostile or offensive work environment and/or has the purpose or effect of unreasonably interfering with the individual's work performance, and/or otherwise adversely

affects the individual's employment opportunities also constitutes unlawful harassment or discrimination.

Unlawful harassment of an employee by any Company employee or person working with or associated with the Company (i.e., vendor, customer, passenger, supplier, contractor, etc.) will not be tolerated.

The California Department of Fair Employment and Housing states: "The Mission of the Department of Fair Employment and Housing is to protect the people of California from unlawful discrimination in employment, housing and public accommodations, and from perpetration of acts of hate violence."

It is unlawful to harass a person because of that person's sex. Harassment can include "sexual harassment" or unwelcome sexual advances, requests for sexual favors, and other verbal or physical harassment of a sexual nature. Sexual harassment or inappropriate conduct may be overt or subtle. Some behavior, which might be appropriate in a social setting, is not appropriate in the workplace. Regardless of the form it takes, verbal, non-verbal or physical sexual harassment or inappropriate conduct is insulting and demeaning to the recipient and is unacceptable at work. Sexual harassment in the workplace will not be tolerated by the Company. If you believe you have been subjected to sexual harassment follow the complaint procedure below.

#### **REPORTING AND COMPLAINT PROCEDURE:**

Any employee who believes he/she has been offended or is aware of alleged unlawful harassment or inappropriate conduct should immediately report the alleged behavior to any supervisor or manager, the Human Resources Department, the Legal Department or to the Ethics & Compliance Hotline. The Ethics & Compliance Hotline can be reached at 1-866-850-3033 or online at the Company website: [www.transdevna.com](http://www.transdevna.com).

If the alleged behavior or incident involves a supervisor or manager, the complaint should be directed to another management employee, any representative of Human Resources, the Legal Department or the Ethics & Compliance Hotline 1-866-850-3033.

The investigation will begin as soon as possible following notification of a complaint.



Investigation of a complaint will normally include conferring with the parties involved and any named apparent witnesses. An attempt should be made to get written statements from all individuals that are interviewed or involved, particularly the primary parties involved. A thorough investigation must still be completed even if the person making the allegation refuses to complete the "Incident Investigation" form or any other written statement.

If the preliminary investigation suggests that the allegation may have merit, a prompt, thorough and effective investigation will be conducted and the alleged harasser will be notified of the complaint.

The alleged harasser will be interviewed and provided opportunity to refute the allegation(s).

If the rebuttal is not successful, prompt action, including disciplinary action(s) will be taken to stop the unlawful harassment or inappropriate conduct and prevent recurrence.

All complaints will be handled in a timely and confidential manner. The confidentiality of the employee who files a complaint and the reputation of any employee wrongfully accused of unlawful harassment or inappropriate conduct will both be protected to the extent possible throughout the investigation.

Information concerning a complaint will not be released by the Company to third parties, or to anyone in the Company not involved with the investigation unless required by law.

All individuals involved will be advised against discussing the investigation.

All employees shall be protected from retaliation, coercion, intimidation, interference or discrimination because they filed a complaint or assisted in an investigation.

For more information regarding, please contact your supervisor or your Regional or Corporate Human Resources Department.

Zero Tolerance/Drug and Alcohol Policy

This section summarizes the Company's DOT/FTA-compliant drug and alcohol policy. Our policy is a zero tolerance policy applicable to all Company employees who hold a safety-sensitive position (defined below), and to all applicants or employees who may apply for or who may transfer to a safety-sensitive position and to contractors who perform safety-sensitive job functions.

Zero tolerance means that if you test positive to a drug or alcohol test, refuse to test for any reason or adulterate your specimen for pre-employment, random, reasonable suspicion, periodic or postaccident testing, you will be terminated. Safety sensitive function means any of the following duties, when performed by employees of the Company or its contractors or sub-contractors:

Operating a revenue service vehicle, including when not in service

Operating a non-revenue service vehicle, when required to be operated by a CDL holder

Controlling dispatch or movement of a revenue service vehicle

Maintaining (including repairs, overhaul and rebuilding) a revenue service vehicle or equipment used in revenue service

Carrying firearms for security purposes.

If you have a drug or alcohol problem, it is your responsibility to notify management or Human Resources prior to being asked to test. Employees are encouraged to seek voluntary assistance in dealing with any drug and/or alcohol problems. A voluntary leave of absence may be available for purposes of rehabilitation, provided that the employee requests such rehabilitation leave before the Company finds him/her to have committed a drug or alcohol related offense. Employees notifying management prior to being selected for testing will be offered unpaid leave to complete a substance abuse program (SAP). Referrals can be obtained through the Company sponsored Employee Assistance Program (EAP) program.

Random and reasonable suspicion testing must be completed within one (1) hour of the request for testing. An employee involved in any accident may be subject to post-accident drug and/or alcohol testing. In compliance with DOT regulations, the employee must receive notification within seven (7) hours of the accident for alcohol testing and thirty-one (31) hours for drug testing. The employee then has up to one (1) additional hour to comply with the request. Failure to comply with these time frames is a violation of our Zero Tolerance Drug and Alcohol Policy and will result in a "positive" finding.

In order to protect the safety, health, productivity and general welfare of the Company, its employees and the public, the following actions are considered by the Company to be unacceptable conduct. A violation of any of these rules, refusal to test and failure to test within specified time parameters will be considered a major offense, which will result in termination of employment or lessee agreements.

Bringing onto Company premises, property or job site, having possession of, having present in the body system, being under the influence of, using, consuming, distributing or attempting to distribute, manufacturing or dispensing any form of narcotic, depressant, stimulant, hallucinogen, or any kind of perception-altering drug or controlled substance (except for prescribed drugs under the direction of a physician, to the extent they do not impair job performance or threaten the safety, health, security, or property) at any time:

The adulteration of any specimen

Non-compliance with the Drug/Alcohol program

Refusal to test for any reason. The Company may also require testing in the following circumstances:

As part of a physical examination which the Company may require employees/lessees to undergo on a regular or random basis.

Due to the safety or health risk or sensitive duties as determined by the Company, at any time.

Following a safety infraction or work-related accident that does or might cause bodily injury or damage to property.

Reasonable suspicion, as determined by a supervisor, manager or co-worker. All anonymous information is to be followed up with a drug/alcohol test.

You must tell your supervisor or safety manager before the start of your next work shift whenever you are taking any kind of prescription medication or over the counter medications. Driving while using a medication that may affect your ability to work safely is considered a form of substance abuse. If you are taking prescription medication, you must have your doctor or pharmacist complete a Prescription Medication Notification form which needs to be submitted to your safety manager.

The possession or use of alcohol and/or illegal drugs on Company premises by any employee (safety-sensitive or not) is strictly prohibited.

For more information and guidance, please reference the Transdev North America, Inc. Zero Tolerance Drug and Alcohol Policy, or contact your safety director or Regional HR director.

Smoke-Free Workplace

To protect and enhance our indoor air quality and to contribute to the health and well-being of all employees, the Company is committed to be smoke free in all of its facilities. Additionally, the use of all tobacco products, including chewing tobacco and smokeless tobacco products is banned from the workplace. Smoking is prohibited in all of the enclosed areas within the Company's worksites, without exception. This includes common work areas, conference and meeting rooms, private offices, hallways, the lunchrooms, stairs, restrooms, Company vehicles, and all other enclosed facilities.

Employees may smoke in designated smoking areas which may be located outdoors. While the Company makes an effort to have these areas available to smokers, it in no way has any legal responsibility to do so. Employees who choose to use these smoking areas do so at their own risk. No additional breaks are allowed to any employee who smokes. Finally, smokers and users of tobacco products must dispose of the remains in the proper containers to keep a neat and clean environment for all employees, visiting partners and customers. Failure to comply with this policy will result in disciplinary action up to and including termination from employment.

## Ethics and Compliance



Transdev North America, Inc. Code of Business Conduct

The Code of Business Conduct addresses:

The Ethical Decision-Making Process

Reporting a Suspected Violation

No Retaliation

Safety

Values

Corporate Social Responsibility

Honoring Our Commitments

Fair Competition

Our Financial Integrity

Conflicts of Interest

Maintaining Confidentiality

Compliance with Employment Laws

Employee Health and Safety

Drug and Alcohol-Free Workplace

Social Media

Company Email and Internet Use

Company Property

Others with Whom We Do Business

Retaining Intermediaries (Consultants, Lobbyists)

Unlawful Payments

Political Contributions and Activities

Insider Information

A Special Message to Senior Management

You may always obtain a **complete copy** of the Code of Business Conduct on request or view it on the Transdev North America, Inc. website (the information contained in this Handbook is not the complete version of each topic covered in the Code of Business Conduct Policy). You are responsible for becoming familiar with its contents and complying with its requirements. Any violation of the Code of Business Conduct can result in discipline up to and including termination from employment.

The Code of Business Conduct is a statement of certain fundamental principles and policies that govern employees of Transdev North America, Inc., and its subsidiaries, as well as the conduct of third parties with whom we do business with. It is not intended to create and does not create any rights in any employee, customer, vendor, subcontractor, competitor, shareholder or any other person or entity. The Company reserves the right to amend, alter, or terminate this Code of Business Conduct at any time.

The Ethical Decision-Making Process

Ethics is a key decision-making process. More than a simple statement of values or adherence to a set of rules, ethics is a way of thinking and acting that promotes and protects the values we hold highest. While this Code of Business Conduct is both a statement of Company values and rules that must be adhered to as a condition of employment, it is not intended to stand alone in guiding the individual. It cannot answer every possible question an employee may confront. Good ethical decision-making is a process – combining adherence to rules, utilizing one’s own instinctive sense of right and wrong, and, often, asking the following questions:

Is the decision consistent with Company policies, this Code of Business Conduct and the Law?

What does my own personal sense of right and wrong tell me?

Would my decision be one that I could comfortably share (if permitted) with my family, my friends, and others who I respect the most?

How would the decision look if it were made public?

If the answer is not already clear, who among my supervisors and/or co-workers could I consult with who might know the answer or whose judgment might best help me in the decision-making process?

When still uncertain, employees are encouraged to discuss and even debate ethical issues among fellow employees. Inviting alternative views and entering into dialogue with others is a learning activity that can increase knowledge and awareness of the risks involved in the decision we make. Asking questions and speaking up on important ethics and compliance issues are essential duties we have to ourselves, each other, and our Company, helping to strengthen an ethical culture.

Where questions may be too sensitive for open discussion, employees are encouraged to speak with a supervisor, manager, Human Resources Representative, or anyone within the executive group of the Company. Or, if an employee prefers, they may contact Transdev’s General Counsel, who serves as the Company’s Chief Compliance Officer, who will treat your question in confidence, if requested, and will try to help resolve it. Remember, too, there is always our Ethics & Compliance Hotline.

#### Reporting a Suspected Violation

If you know or in good faith suspect that a material violation of the law or this Code has occurred or is at risk for occurring, you are encouraged to immediately report the suspected violation to the Company. You can do this in a variety of ways: by contacting your supervisor or other member of management, or, if you are uncomfortable doing so, you may contact the Legal Department or Human Resources Department directly. Our General Counsel is our Chief Compliance Officer. Any suspected financial irregularities should be reported to the Company’s Chief Financial Officer or General Counsel. Above the CFO and General Counsel are our Chief Executive Officer and Board of Directors, who you may also contact.

You may also report a suspected violation to the Company through the Transdev North America, Inc. Ethics & Compliance Hotline at **1-866-850-3033**, also available online from our website at [www.transdevna.com](http://www.transdevna.com). This Ethics & Compliance Hotline is available 24/7 and is operated by a third-party company – Global Compliance – that specializes in receiving such reports. By using the Ethics & Compliance Hotline, you may choose to remain anonymous. For a matter to be fully and fairly resolved, however, you may be asked to disclose your identity, provided more details, or cooperate in an



investigation, although disclosure of your identify is not required. In all instances, reported matters will be treated confidentially to the extent possible in conducting and concluding a proper investigation. Regardless of the outcome of any investigation, you can be assured that no retaliation against you from any sources will be tolerated where you have reported a violation or suspected violation in good faith.

Other contact Information:

Executive Vice President and General Counsel Transdev North America, Inc.

720 E. Butterfield Rd. Suite 300

Lombard, IL 60148 1-331-315-2086 [jennifer.coyne@transdev.com](mailto:jennifer.coyne@transdev.com) SVP Human Resources

Transdev North America, Inc.

720 E. Butterfield Rd. Suite 300

Lombard, IL 60148 1-630-382-1088

[anita.skotnicki@transdev.com](mailto:anita.skotnicki@transdev.com)

#### No Retaliation

An essential part of an effective ethical compliance program includes providing employees the means to report in good faith known or suspected violations of this Code of Business Conduct, the law, or Company policies and procedures without fear of retaliation from any sources. Therefore, we will not tolerate any action taken in whole or in part in retaliation against anyone who has raised a question or concern in good faith about a violation of this Code of Business Conduct, the law, or any Company policy or procedure. At the same time, the integrity of the reporting system and the respect we have for one another means that those who act in bad faith and knowingly make a false report will be subject to discipline up to and including termination from employment. To the extent possible, we will maintain the confidentiality of anyone who reports a suspected violation or participates in the investigation of it.

#### Safety

Uncompromising Safety is the Credo of our Company, our deepest conviction, and our highest priority in conducting our business. Compliance with laws and rules intended to protect life and property is essential, but equally important is our ethical and moral obligation to conduct our business in a manner that protects the well-being of ourselves, our fellow employees, our passengers and all who live and work within the communities we serve.

In the business of transportation people, we constantly face risks to life and property. Maintaining a strong safety culture, therefore, is a responsibility shared by all of us. Every decision we make, individually and collectively, must take into account the safety of others and ourselves. Every manager has the duty to assess, train, encourage the reporting of safety violations and risks, and discipline and reward the employees they manage with a commitment to safety. Likewise, every employee has a duty to assess, be trained, comply with safety rules, report observed violations and risks, and keep safety foremost in their mind. We are committed to doing all we can to keep a constant focus on the safety of our employees and passengers, pedestrians, other motorists, and the community at large.

We cannot manage what we do not measure. We cannot be vigilant in safety without identifying where our risks lie and are the greatest. Therefore, we will accurately monitor and measure our performance in areas of risk reduction and safety improvements and will use the information we gather to our best advantage in designing and improving our safety practices. Where we can identify risks that are within the control of others, we will undertake to educate and persuade others to mitigate or eliminate those risks.

#### Honoring Our Commitments

Promoting and protecting our reputation for meeting the needs of our clients and the communities we serve requires that we honor our contractual and legal obligations to our customers, vendors, subcontractors and all those with whom we contract or do business.

Accordingly, before entering into any contractual relationship, we will undertake a thorough and competent review and have a good understanding of the terms and provisions of the contracts and the commitments we make.

We will make no commitment that we are not capable or willing to fully honor, or willfully fail to perform any contract without legal justification.

We will honor these same commitments to our vendors and subcontractors, whose products and services we rely upon for our success.

#### Fair Competition

The well-being of democratic institutions and the free enterprise system depends upon adherence to the concept of fair competition. Faithful adherence to the principles of honesty and integrity in our dealings with all stakeholders within the communities we serve is paramount.

Consistent with these principles, we will strictly comply with all anti-trust and unfair competition laws and will never enter into any kind of agreement or understanding with a competitor, express or implied, written or unwritten, involving:

Prices, costs, profits, terms and conditions of our services;

Territories and market share;

Limitations on services;

Customer or supplier allocation or selection;

Any action that affects, limits, or restricts competition.

Exceptions are allowed for reasonable restrictive covenants that are part of a bona fide acquisition, sale, or joint venture relationship but only upon approval of the Legal Department and CEO of the Company.

Appearances are important; for this reason, we advise that all contacts with competitors, including with former business associates who are working with competitors, be limited. Private meetings with a competitor should not be held without first advising senior management and contacting the Legal Department. In addition, the Company does not participate in any trade associations, national or local, without first securing formal approval from senior management and the Legal Department.

We need to know our competitors and marketplace, but we will not receive or use the confidential or proprietary information of a competitor or vendor unless we know the competitor or vendor intends for us to receive or use it.

Fair competition means that we will not disparage our competitors. While statements about our competitors based upon published or known facts and made for the purpose of fairly distinguishing our Company from our competitors are sometimes appropriate, any such statements should first be discussed with and approved by senior management.

#### Our Financial Integrity

We will always be honest in our records and reports of financial information. All financial books, records, reports and accounts will conform to accepted accounting principles and will fully and accurately state what they purport to show. We will not record entries that knowingly conceal or disguise the true nature of a transaction. Each and every employee will properly record and report all required material information with respect to his or her employment and areas of responsibility.

Any submission to a third party of a proposal, offer, or other document that is false, incomplete, or misleading is prohibited, because it is wrong and because it can result in civil and/or criminal liability for our Company, the involved employee, and the supervisors who permitted such practices.

Transdev has issued a Financial Code of Ethics. While applicable to all senior management, some of the Code is also relevant to every employee who in any way is involved in recordkeeping and reporting internally. Consequently, every employee is required to:

Act with integrity at all times, avoiding any conflicts of interest, real or apparent, in their professional and personal relationships, or where such conflicts cannot be avoided reporting them to their immediate supervisor;

Provide information on the Company business which is comprehensive, true, exact, objective, understandable and communicated within the required deadlines;

Act in good faith and in a responsible manner, with competence and diligence such as to present a true and fair view of the major facts and events concerning the Company;

Protect the confidentiality of information concerning the Company in the absence of specific authorizations and/or obligations and without using information held by the Company for personal interests;

Preserve their independent judgment and act in an objective and impartial manner;

Share their knowledge and know-how within the Company, in accordance with applicable legal provisions;

Encourage ethical behavior among employees under their supervision;

Make sure that the Company responsibly uses and maintains control over all assets and resources with which it is entrusted.

As a Company, we will not tolerate the failure to honor these commitments in ourselves or in others. Any suspected or known violation will be immediately reported to supervisory personnel and/or the Finance or Legal Department, or other reporting means available.

#### Conflicts of Interest

Honesty and integrity are the highest principles we can adhere to in our business. Our success is dependent upon the public's continued trust and confidence in us as well as the examples we set for each other. Any potential or actual conflict of interest must be avoided whenever possible, including, without limitation:

Prices, costs, profits, terms and conditions of our services.

Accepting or giving any gift or gratuity that might impair or give the appearance of impairing an employee's independent judgment in the performance of his or her job responsibilities, or that violates Company policies and procedures; if in doubt, consulting with Senior Management or the Legal Department is advisable.

Having a position with or investment (greater than 1% in a publicly-traded company) in a competing business.

Having any outside activity or relationship that competes with the Company, utilizes or diverts Company resources, impairs an employee's independent judgment, or hinders giving full time and attention to his or her job.

Having a personal relationship with another employee that interferes with the objective performance of either employee in his or her job. This includes, without limitation, prohibitions on romantic relationships between employees in direct reporting relationship with each other.

The concept of "corporate opportunity" means that no employee may appropriate or divert to any other person or entity a business or financial opportunity that the employee learns of or develops in the course of employment and knows or should know the Company might want to pursue.

No employee (or member of his or her family) may directly or indirectly have any business relationship with the Company or any of its subsidiaries or affiliates, without the prior written approval of the Company CEO and Legal Department.

It is not possible to enumerate all situations that constitute a conflict of interest; the facts of each case will determine whether there is an actual or potential conflict. A potential conflict of interest arises in any situation in which an employee has a personal interest that influences or appears to influence the employee's judgment or action in conducting the Company's business. This may put an employee's objectivity in doubt when working with suppliers, competitors, government officials, or customers, or in performing his or her own duties. Any situation that creates the appearance of a conflict, even when an actual conflict does not exist, can have adverse consequences for the Company and individual employee, and should be carefully considered and avoided when possible. Employees should consult with Human Resources or the Legal Department to clarify any uncertainty over a potential conflict of interest, and any known or suspected conflict of interest should be reported immediately to a supervisor, Human Resources Director or the Legal Department.

#### Maintaining Confidentiality

Maintaining the confidentiality of the information and exchanges of the Company and its business partners is one of the Guiding Principles of Transdev. We will be careful to protect the Company's internal communications, confidential proprietary and trade secret information from unauthorized disclosure, including, without limitation:

Operating results, pricing, costs, other financial data;

Strategic business plans and marketing strategies;

Client lists;

Personnel and medical records and information;

Company-developed software;

Information regarding acquisitions and divestitures;

Processes and methods;

Internal communications, including email and other electronic messages, records and information.

In the same manner, to the extent permitted by law, we will maintain the confidentiality of information belonging to any employee, client, vendor, competitor or other third party received by us with the express or implied understanding of confidentiality, or that became known to us by reason of prior employment with another Company. At some of the Company's operations, we may have to deal with medical patient information. We will not use or disclose confidential patient information that would violate the patient's privacy under applicable laws and regulations.

We will immediately report any suspected crossing of these lines to supervisory personnel, Human Resources or the Legal Department.

#### Compliance with Employment Laws

The people with whom we work every day are the most important part of our business. Transdev North America, Inc. and all of its subsidiaries recognize the responsibility that we, as individuals and as a Company, have toward the well-being of our fellow employees. We will maintain a workplace environment that respects the dignity of every employee and that is free of unlawful discrimination and harassment.

We will not engage in, or allow a workplace atmosphere tolerant of:

Unlawful discrimination or harassment based upon race; color; sex; religion; age; national origin; marital, parental or family status; sexual orientation; veteran status; pregnancy; disability or any other legally protected status.

A pattern of deliberate or intentional verbal or physical conduct that a reasonable person would find threatening, intimidating, humiliating or the gratuitous sabotage or undermining of a person's work performance under applicable law and standards of behavior in the workplace.

Sexual advances or inappropriate behavior (including jokes, comments or other offensive behavior), which could be labeled sexual harassment or creating a hostile workplace environment.

We will educate ourselves, train each other, and honor both the letter and spirit of all laws and Company policies pertaining to employee rights and obligations, and freedom from discrimination and harassment in the workplace.

We will immediately report any suspected crossing of these lines to supervisory personnel, the Human Resources Department or the Legal Department.

### Employee Health and Safety

Consistent with our commitment to safety and to the health and well-being of our fellow employees, we will:

Strive to provide all employees with working conditions that protect their health and safety, both physical and emotional.

Educate ourselves and train others on Company health and safety procedures and will strictly comply with them.

Identify and implement the best health and safety practices and procedures.

Never operate vehicles or equipment we know pose a health or safety risk for ourselves or other employees.

Not engage in or tolerate violence or threats of violence in the workplace at any time.

Hire only subcontractors and use only vendors who share our commitment to health and safety in the workplace.

Immediately report any suspected threat to the health and wellbeing of any one or more employees.

Illegal drugs, inappropriate use of legal drugs, and alcohol, have no place in the workplace. We will not tolerate their use, consistent with Company drug and alcohol free workplace rules.

### Drug and Alcohol-Free Workplace

The importance of maintaining a Drug and Alcohol-Free Workplace for the health and safety of our employees, customers, passengers and the citizens of the communities we serve justifies the special attention we give it here in our Code of Business Conduct.



Company policies and procedures, and, where applicable, federal and state laws, prescribing a drug and alcohol-free workplace, must be fully respected and obeyed. We will not tolerate the use of alcohol or illegal drugs in the workplace. Likewise, we will not tolerate the inappropriate use of legal drugs in the workplace.

We will immediately report to supervisory personnel any suspected violations of the law or Company policies or procedures.

### Company Property

Company property includes all tangible items and intangible items such as electronic systems in the workplace, including but not limited to vehicles, equipment, facilities, computers, computer software, copy machines, faxes, email content, electronic data files, telephones, cell phones, wireless devices, stationery, supplies, postage, etc. It also includes the “good will” and good nature of the Company, and the fruits of the labor and investment made on behalf of the Company.

We will take all appropriate measures to preserve and protect Company property from misappropriation and waste. Company property may only be used for legitimate Company purposes. We will not use Company property for personal benefit, except in limited circumstances that are approved and documented in advance by a responsible supervisor. Use of Company telephones and email for non-Company purposes will be kept to a minimum consistent with Company policies.

Because it is Company property, we have no expectation of privacy in its use, including the use of email, telephones and electronic communications and media. The Company reserves the right to inspect Company property whenever and wherever it is used or located.

### Others with Whom We Do Business

Adherence to the guiding principles of honesty and integrity also applies to our relationships with our business partners, customers, vendors and subcontractors. We must always be honest and fair in our dealings with others with whom we do business, honoring our contractual obligations to them and respecting the contributions they make to our success and their right to make a fair profit. This obligation includes treating them professionally, respectfully and courteously. All information provided to us by a vendor or subcontractor must be considered confidential in respect to their competitors unless otherwise stipulated, and protected to the same extent as we would protect our equivalent information.

Care should be taken in selecting the individuals and businesses with whom we do business. We will select vendors and subcontractors who provide the best value to the Company, but their reputations for

honesty and integrity reflect upon us. We will not do business with customers, vendors or subcontractors who do not strictly comply with the law or whose business conduct does not conform to the standards of ethical conduct we expect of ourselves. We will not knowingly allow anyone working with us or for us to violate any laws or standards of ethical conduct.

Third parties with whom we do business must adhere to universally recognized fair business and labor practices, comply with health and safety workplace standards for their employees, and strictly comply with environmental laws and regulations. In terms of sustainable development, it is important that our business partners contribute to our initiatives, in particular by reducing energy consumption, water, air and soil pollution, and waste of resources as they conduct their work activities.

We do not accept personal benefits of any kind from a vendor or subcontractor or allow anyone else to do so, on our behalf. We may offer to or receive entertainment from a customer, vendor or subcontractor provided it is done for the purpose of developing or reinforcing a business relationship, but only with a reasonable rate of frequency and within modest boundaries. We do not give or receive extravagant invitations unless they are part of a promotional event open to others and then only after consultation with senior management or the Legal Department.

All permitted purchases of goods and service by the Company from a former employee must be performed under conditions equivalent to those of the market. Approval from a supervisor must be obtained for any transaction planned with an employee about to leave the Company or who has left the company within the past five years, or with a Company in which the employee in question has direct or indirect interests.

#### Unlawful Payments

We will not participate in offering, giving, receiving, or arranging for a bribe, kickback or promise of any future benefit, nor use procedures that might conceal or cover up bribery, kickbacks, or any other illegal or improper payments, regardless of the state or country we are operating in. The U.S. Foreign Corrupt Practices Act and the OECD Convention on Combating Bribery of Foreign Public Officials in International Business Transactions prohibit companies from such unethical practices wherever they are conducted. We will not use third parties to facilitate such payments nor allow third parties to act unethically on our behalf.

All payments made by the Company to any third party must be in exchange for fair value in goods or services and for a real and legitimate business purpose. Honesty, integrity and fairness must govern all business dealings.

All transactions must be documented fully in accordance with Company-established bookkeeping practices and established accounting practices. No transactions on behalf of the Company will be permitted that are not properly recorded and disclosed.

#### Insider Information

Use of material, non-public (“insider”) information about the Company, Caisse des Depots et Consignations, Veolia, Transdev Group, or any of their subsidiaries or affiliates (or any unrelated company) for the financial benefit of an employee or other person is unethical and illegal and can subject the employee, other person, or anyone aiding and abetting such conduct, to criminal and civil liability. Therefore, we will not engage or tolerate anyone else engaging in such unlawful conduct.

We will not trade in or permit anyone else who has received insider information to trade in the stock of the Company or a parent company (“Company stock”) until after the insider information has been made public. If there is any doubt about whether the information we possess is material or whether it has yet been disclosed to the public, we will not trade in Company stock.

We will take all appropriate measures to ensure that material, non-public information is released only to those employees or others who have a legitimate right and need to know. We will immediately report any known or suspected crossing of these lines to supervisory personnel, or the Finance or Legal Department.

#### Open Door Policy

The Company believes that its employees are its most important resource. Therefore, open communication within an atmosphere of mutual trust is of prime importance. Realizing that effective communication is always a two-way street, the Company values its employees’ constructive opinions and suggestions. Because, we sincerely believe in an open atmosphere, we encourage employees to meet with management to discuss suggestions, problems or concerns.

In most cases, talking with your supervisor is the most effective way to deal with a problem or suggestion. However, you may discuss problems or suggestions with a higher level manager instead of, or in addition to, your supervisor. Usually, this would be a more senior level person at your facility, within the region, or your Human Resources Representative. Use of the Transdev North America, Inc. Ethics & Compliance Hotline is always available to every employee.

#### Non-Solicitation/Distribution Policy

It is the policy of the Company to maintain a secure, efficient work environment and to avoid disruptions in the workplace caused by solicitation and distribution by employees or non-employees. The following represents Transdev North America, Inc. policy on Non-Solicitation and Distribution:

Generally, the Company does not allow selling, solicitation, distribution of literature, or political activities by our employees during work time in work areas.

Employees may solicit each other and distribute literature during non-work time in non-work areas.

Employees are not permitted to sell goods or services for personal gain on Company property. Our customers also may have rules and restrictions related to these subjects.

Please refer to our on-line policy and your local management for further guidance and sources of information. These guidelines are interpreted and enforced in a manner consistent with all applicable laws and regulations. It is the responsibility of each Company employee to advise any outside solicitor of our policy. For the purpose of this policy, "work time" means the work time of the employee doing the solicitation and the employee being solicited. An employee who is not on work time should not distribute literature to an employee who is on work time. It does not include the employees break periods or mealtimes.

Employees are not allowed to use Company property or facilities such as, stationery copiers, messenger services, computers, facsimile machines, or telephones to solicit or conduct business on behalf of non-work related organizations, associations, individuals or groups. All violations of this policy must be reported to your immediate supervisor.

## Employment



### Employment At-Will

Employment with the Company is "at-will." This means that either party has a right to terminate the employment relationship at any time with or without notice or cause. At-will employment applies provided there is no express contract for a definite term governing the employment relationship and the employee is not governed by a collective bargain agreement.

As an at-will employee, you are not guaranteed, in any manner, that you will be employed for any set period of time. No one in the Company, except the CEO can make any representation or promise to you that you are other than an at-will employee. Any employee, manager or supervisor who makes such a representation or promise to you is not authorized to do so. The Company may alter your employment status, employment hours, or schedule, or reassign you at its discretion with or without notice or cause.

If you have any questions regarding employment at-will, please contact your Regional or Corporate Human Resources Department.

### Offer Letters

A job offer is an important commitment with legal and ethical implications for the Company and the employee. Therefore, job offer letters are issued only after review and approval in accordance with Company policies.

After internal review, the hiring manager will verbally discuss a conditional offer of employment with the candidate and confirm the pay rate, start date, position location, etc.

Following discussion of the conditional offer, the hiring manager will confer with Company managers in accordance with policy to confirm the offer has been made and accepted. A formal, written conditional offer letter addressed to the candidate regarding the terms and conditions of employment and pre-employment testing (i.e., drug/alcohol tests, background check and verification of employment) will be sent thereafter. Until a formal job offer letter is received, no final offer of employment has been made by the Company. No applicant for employment or internal transfer should rely on any employment discussions until a formal job offer letter is received from the Company. Offer letters do not alter the at-will employment relationship unless expressly stated therein.

### Employment Classifications

This handbook applies to all employees. Employees are hired on either a full-time or part-time basis, and may be categorized as follows:

**Probationary:** up to the first 90 days of employment may be considered an introductory period during which time Transdev North America, Inc. evaluates you to see if your performance is satisfactory for the job. Benefits, where applicable, are accrued and may not be paid during this period.

**Full-Time Regular Employees:** an employee who has completed his or her probationary period, who regularly works 30 hours or more per week. Full-Time Regular employees are typically eligible for employment benefits as specified in this handbook and local policies.

In addition, full time employees are further classified as either “exempt” or “non-exempt”. This distinction is established by law to identify those employees who qualify to be paid at an overtime rate for hours they work in excess of 40 hours in a work week (or as otherwise specified by state law). Only non-exempt employees are entitled to receive overtime pay.

Non-exempt employees are typically paid by the hour and may include laborers, office assistants, clerical, operators, some supervisors and others as defined by Fair Labor Standards Act regulations or by state law.

Exempt employees are typically paid a salary. Exempt employees may include managers, administrative, accounting, finance, marketing and others who qualify under Fair Labor Standards Act regulations or state law.

**Part-Time Regular Employees:** an employee who has completed his or her probationary period, who regularly works less than 30 hours per week. Part-Time employees are typically entitled to vacation, sick days and statutory benefits only on a pro-rata basis unless other terms are provided under a collective bargaining agreement. Part-Time employees typically are not entitled to all the employment benefits described in this Handbook.

Employment classifications can be changed by the Company from time to time depending upon Company needs and changes in the law. For more information, please contact your supervisor or your Regional or Corporate Human Resources Department.

## Job Descriptions

Job responsibilities, and the knowledge, skills, abilities or special requirements, including work schedules, to successfully perform a job, are contained in Company-prepared job descriptions. Job descriptions are used as one criterion in employee selection, as a basis for “help wanted” advertisements, and as a tool in evaluation of employee performance relative to the job requirements.



Job responsibilities, like employment classifications, can change from time to time, based upon changes in the needs of the Company or reorganizing for improved efficiencies and performance.

#### Americans with Disabilities Act and State Laws

The Americans with Disabilities Act (ADA) and the Americans with Disabilities Amendments Act (ADAA) (collectively the “Act”) require employers to reasonably accommodate qualified individuals with disabilities.

It is the policy of Transdev to comply with all federal, state and local laws concerning the employment of persons with disabilities. The Company will not discriminate against qualified individuals with disabilities in regard to application procedures, hiring, advancement, discharge, compensation, training, or other terms, conditions, and privileges of employment.

Consistent with the Act, the Company will provide a reasonable accommodation to a qualified individual who is an employee or job applicant who can perform the essential functions of the job, with or without an accommodation. Under the Act, the employee or an applicant to whom a conditional offer of employment has been made, must make known to the Company his or her need for a reasonable accommodation and cooperate with the Company in the interactive process. During the interactive process, Transdev will identify the potential range of accommodations that will enable the individual to perform the essential functions of his or her job and whether the accommodation requested or available is reasonable.

All employees are required to comply with safety standards designed to protect the employee and public and, in certain situations, to conform to the law. The Act permits employers to establish qualification standards that will exclude individuals who pose a direct threat -- a significant risk of substantial harm -- to the health or safety of the individual or of others, if that risk cannot be eliminated or reduced below the level of a direct threat by reasonable accommodation. Applicants who pose a direct threat or significant risk of substantial harm to the health or safety of themselves or other individuals in the workplace, which risk cannot be eliminated by reasonable accommodation, will not be hired for the applicable job. Current employees who pose a direct threat or risk of substantial harm to the health or safety of themselves or the other individuals in the workplace, which risk cannot be eliminated by reasonable accommodation, will be placed on appropriate leave or moved into another job position if available, until an organizational decision has been made in regard to the employee’s longer term employment situation and whether a further reasonable accommodation is possible. The Human Resources and Legal Departments should be consulted in such circumstances.

Any individual with a need for a reasonable accommodation should contact a Human Resources representative within the Company. Questions surrounding this policy, including the resolution of a reasonable accommodation request, safety-related issue, or undue hardship imposed on the Company should be addressed with the respective Regional Human Resources Director and the Legal Department.

For more information, please contact your local or Corporate Human Resources Representative.

#### Probationary Status

Depending on the property location, employees may begin their employment in probationary status. Probationary periods vary by location and are typically 30, 60 or 90 days in duration. Operators are typically evaluated at 30, 60 or 90 days after the beginning of their employment, receive an annual on-board evaluation each year thereafter and, when necessary, diagnostic evaluations.

For more information, please contact your immediate supervisor or your Regional or Corporate Human Resources Department.

#### Employment Applications

Transdev North America, Inc. relies upon the accuracy of information contained in the employment application, as well as the accuracy of other data presented throughout the hiring process and employment. Any omission, misstatement or inclusion of false information on the application or any document used to secure employment with Transdev North America, Inc. shall be grounds for rejection of your application or for immediate discharge if you are already employed, regardless of the time that may have elapsed before discovery.

#### Background Checks and Driving Records

It is the policy of the Company to perform a criminal background check of all applicants for employment. Each applicant for employment must provide written authorization for the background check which is conducted for the Company by a third-party contractor. The Company's general policy requires a seven (7) year look-back for felony or misdemeanor convictions in all jurisdictions in which the employee has resided for the look-back time period. The Company's client contracts may specify a longer look-back period which will govern in such cases. The possession of a criminal record is not a bar to employment. Each employee's criminal record will be individually evaluated during the selection process to determine if the criminal activity renders the employee unsuited to the specific job assignment. As part of this

evaluation, the applicant or employee will provide an opportunity to explain the circumstances surrounding the criminal conduct.

Employee criminal background checks are updated not less than every four (4) years or more frequently if required by a specific client contract.

In like manner, employee driving records are checked and periodically updated to ensure conformance to the Company's and its clients' minimum safe driving record requirements.

#### Reference Checks

It is Company protocol to conduct reference checks for internal and external employment candidates interested in applying for positions in the Company. This is an essential part of the interview process. Internal candidates will be required to complete an internal job posting application and have their supervisor or manager approve it to ensure the individual wishing to transfer is capable of handling the position that they are applying for.

An internal candidate who is on a performance improvement plan may not be eligible to apply for any open position until their performance has improved.

For more information regarding the internal reference process, please contact your Regional or Corporate Human Resources Department.

#### DOT/Employment Physical

Employees whose job duties require that they possess a commercial driver's license must maintain a current Department of Transportation physical qualification card. Following a Company offer of employment, all non-exempt and some exempt employees must pass a pre-employment physical examination.

#### Immigration Law Compliance/I-9 Form

The Immigration Reform and Control Act of 1986 requires the Company to only employ United States citizens and non-citizens who are currently authorized to work in the United States. This practice applies to both first-time and re-hired employees in all positions.

As a condition of employment, employees must properly complete, sign and date the first section of the Immigration and Naturalization Service Form I-9 and provide documentation to prove both their identity and their employment eligibility in a timely manner as required by governing law.

## Pay Practices

The Company compensates its employees on a bi-weekly basis unless applicable state law requires weekly pay. If a holiday falls on a pay date, all efforts will be made to have paychecks distributed the day prior to the holiday. Non-exempt (hourly) employees will be paid for hours shown on the time sheets dated for the preceding (two (2) week) pay period. Supporting time sheets are required prior to receiving compensation. Employees governed by a collective bargaining agreement will be paid in accordance with the schedule set forth therein.

### **Transdev North America, Inc. Payroll Distribution Program**

This program includes two FAST, EASY and SAFE ways to get paid:

**Option 1 - Direct Deposit to a Personal Bank Account:** If you have a personal checking or savings account, your pay can be delivered to that account via direct deposit every payday.

**Option 2 - ADP TotalPay<sup>®</sup> Card and Money Network<sup>™</sup> Check Program (“Program”):** If you don’t have a personal bank account, your pay will be loaded directly into a TotalPay<sup>®</sup> Card and Money Network Check Program Account (“Account”) every payday. This easy-to-use payroll service enables you to access your funds by using Money Network<sup>™</sup> Checks or an optional TotalPay<sup>®</sup> Card. You may write a check to yourself and cash it for free to get up to 100% of the funds in your Account, withdraw cash for free at thousands of InNetwork ATMs nationwide, pay bills, make purchases and more.

The payroll department does not guarantee funds will be immediately available on the regularly scheduled payday because posting times may vary by individual bank.

An employee may cease and terminate automatic deposits at any time by giving the Company written notice a minimum of one (1) week prior to the next regularly scheduled payday.

## Garnishments

As the result of legal actions (including child support enforcement, collection of judgments, etc.) the Company may be required by law to withhold an employee's pay or portions thereof and remit the withheld wages to a court or governmental agency. This process is called "Garnishment." For purposes of this policy, the Company shall react to and only consider garnishments that are not stopped (Quashed) prior to the actual withholding of money. In cases where the garnishment is to be stopped, the employee should obtain an Official Quash Order (or other evidence that the garnishment has been officially quashed) and present it to the General Manager or the Human Resources Department prior to the withholding of money. Employees are encouraged to take immediate action at the first notification of an impending garnishment to resolve the debt, either through payment or by working out other arrangements for payment. Employees are responsible for any administrative fees involved with processing the garnishment.

## Final Pay

When an employee leaves the Company voluntarily, the last paycheck will be issued on the regularly scheduled payday, or in accordance with local and/or state regulations. In case of involuntary termination, the final paycheck will be available in accordance with local and state regulations regarding payment of final pay.

In order to maintain accurate tax, payroll and benefit records employees must immediately report any change in their name, address, telephone number, marital status, dependent status, insurance beneficiary, or person(s) to notify in case of accident or emergency.

See your supervisor for the proper form or forms to be used in order to make such changes.

## Overtime

The Company will compensate non-exempt employees working overtime hours in accordance with all applicable state and federal laws and or collective bargaining agreements. It is the intent of the Company's overtime policy to comply with the Fair Labor Standards Act (FLSA).

In cases where the state law is more favorable to the employee, it will supersede federal law. Overtime will be paid at a rate of one and one-half (1-1/2) the normal hourly rate for all hours worked in excess of forty (40) hours in a work week, unless precluded by state law or collective bargaining agreement.

All overtime must be approved by a supervisor or manager prior to it being worked. Overtime work may be voluntary or assigned by the supervisor and mandatory. Employees who work overtime without authorization will be paid but will be counseled accordingly as to the rules of this policy; this behavior is expected to not be repeated. Time off in lieu of paying overtime is not an approved Company practice.

Non-working hours for which an employee is entitled to be paid (such as paid time off, vacation, holidays, bereavement, jury duty, etc.) will not be considered as time worked for the purpose of computing overtime, unless precluded by state law or collective bargaining agreement.

#### Outside Employment

Transdev North America, Inc. recognizes that employees may perform additional work outside of their job. Employees are permitted to engage in outside work or hold other jobs, subject to certain restrictions outlined in this policy; however, the Company must be considered as the employee's primary employer.

Outside employment refers to an employee providing products or services to persons or entities other than the Company for money or in-kind benefits. Outside employment includes providing labor or services as an independent contractor, business proprietor, or being an employee of a person or entity other than the Company.

Full-time employment with Transdev North America, Inc. requires the full-time attention of each employee. Outside employment must not interfere with an employee's work for the Company or employee safety or the safety of others, which includes exceeding the number of allowable driving hours under Department of Transportation Hours of Service Guidelines.

Activities and conduct away from the job must not compete with, conflict with or compromise the Company's interests or adversely affect job performance and the ability to fulfill all responsibilities to the Company. Employees are prohibited from performing, on behalf of themselves or others, any services to the Company's clients or customers or prospective clients or customers without the express written approval of Company management, Vice President level or higher. This prohibition also extends

to the use of any Company tools or equipment, the services of other Company employees, and the use or application of any confidential information, for any nonCompany purpose. In addition, employees may not solicit or conduct any outside business during paid work time.

Employees are cautioned to carefully consider the demands that additional work activity will create before accepting outside employment. Outside employment will not be considered an excuse for poor job performance, absenteeism, tardiness, leaving early, or refusal to travel for the Company.

Performing any outside employment activity while on a leave of absence (excluding military leave) or while receiving Workers' Compensation benefits from the Company is not permitted. If outside work activity causes or contributes to job-related problems, it must be discontinued, and if necessary, normal disciplinary procedures will be followed to deal with the specific circumstances.

#### Neptism and Personal Relationships

Transdev North America, Inc.'s standards for employment decisions are based on qualifications for the position, ability and performance. The Company strives to avoid favoritism, the appearance of favoritism and conflicts of interest in employment decisions.

The hiring of relatives is prohibited if the employment of such an individual would result in the creation of:

A supervisor/subordinate relationship between a relative and an employee. If a direct supervisory or managerial relationship would be established, relatives of a currently employed worker cannot be considered as applicants for an open position.

An actual conflict of interest or the appearance of a conflict of interest. Generally, this bars the hiring or employment of an employee's relatives in any position that has an auditing or control relationship to the employee's job.

Relatives are defined as a spouse, parent, child, sibling, in-law, grandparent, grandchild, aunt, uncle, niece, nephew, cousin, step-relatives or any individual with whom an employee has a close personal relationship, such as a domestic partner, co-habitant or significant other.

Employees who marry or establish a close personal relationship can continue in their current positions as long as a prohibited employment relationship (as noted above) is not created. If one of the



prohibited situations does occur, attempts will be made to find another position within the Company to which one of the employees can transfer provided they are qualified. All practical efforts will be made to arrange such transfer at the earliest possible time.

All issues and variances to this policy relating to an employment-of-relatives situation or concern should be addressed to the applicable Human Resources Director and Vice President. Employees who become subject to this policy's provisions due to marriage or commencement of a close personal relationship must inform their supervisor as soon as practical.

### **Personal Relationships**

Transdev desires to avoid misunderstandings, actual or potential conflicts of interest, complaints of favoritism, possible claims of sexual harassment, and the employee morale and dissention problem that can potentially result from romantic relationships involving employees in the Company.

Accordingly, managers and supervisors are discouraged from fraternizing or becoming romantically involved with one another or with any other employee of Transdev North America, Inc. Additionally, all employees, both managerial and non-managerial, are discouraged from fraternizing or becoming romantically involved with other employees, when, in the opinion of the Company, their personal relationship may create a conflict of interest, cause disruption, create a negative or unprofessional work environment, or present concerns regarding supervision, safety, security or morale.

An employee involved with a supervisor or fellow employee should immediately and fully disclose the relevant circumstances to their Manager so that a determination can be made as to whether the relationship presents an actual or potential conflict of interest. If an actual or potential conflict exists, Transdev may take whatever action appears appropriate according to the circumstances, up to and including transfer or discharge. Failure to disclose facts may lead to disciplinary action, up to and including termination.

Those relationships to which this policy applies are those relationships which go beyond what a person of ordinary sensibilities would believe to be a professional relationship.

All employees should also remember that Transdev North America, Inc. maintains a strict policy against unlawful harassment of any kind, including sexual harassment. Transdev will enforce this policy consistent with all applicable state, federal and local laws.

# Standards of Performance



### Progressive Discipline

The Company has adopted a progressive discipline policy to identify and address employee and employment related problems where appropriate. This policy applies to any and all employee conduct that the Company, in its sole discretion, determines must be addressed by discipline. No discipline policy can be expected to address each and every situation requiring corrective action that may arise in the workplace. Therefore, the Company takes a comprehensive approach regarding discipline and will attempt to consider all relevant factors before making decisions regarding discipline. Prior to deciding to impose discipline, the manager will meet with the employee to hear the employee's responses to the alleged infraction.

Most often, employee conduct that warrants discipline results from unacceptable behavior, poor performance or violation of the Company's policies, practices or procedures. However, discipline may be issued for conduct that falls outside of those identified areas.

Equally important, the Company need not resort to progressive discipline, but may take whatever action it deems necessary to address a specific issue. This may mean that more or less severe discipline may be imposed in a given situation. Likewise, some Company polices contain specific discipline procedures.

Progressive discipline may be utilized with respect to an employee in circumstances where an employee subsequently violates a different policy than he/she previously violated. That is, violations of different rules may be treated as repeated violations of the Company's policies and serve as a basis for progressive action.

The Company will normally adhere to the following progressive disciplinary process:

**Verbal Warning** - In cases of misconduct which may not be considered serious as a single incident but could become serious if a pattern develops, the supervisor/manager should discuss the issue with the employee, tell the employee that the discussion is a verbal warning and document the discussion.

**Written Warning** - If a pattern of misconduct develops or a serious incident occurs requiring more than a verbal warning, a written warning may be utilized. A written warning should document the incident/misconduct and the reasons why the Company considers the infraction serious. Additionally, the written warning should state what the employee must do to avoid similar misconduct, and indicate future misconduct of any sort may result in further discipline or termination. Written warnings are to be maintained in an employee's personnel file.

**Suspension** - In some cases, while immediate discharge for repeated offenses or a single serious offense would be too severe, suspension without pay may be appropriate. Unpaid suspensions should be no more than five (5) days and should be discussed with the applicable Regional Human Resources Director. Once the appropriate suspension document is prepared and signed, the supervisor/manager should meet with the employee to attempt to:

Explain why the incident requires discipline, especially how the conduct is not in accordance with acceptable standards;

Review prior disciplinary actions relating to this new discipline;

Indicate the length of the suspension without pay; and

Document that termination for any additional misconduct is the next step in progressive discipline. Suspension documents are to be maintained in an employee's personnel file.

**Termination** - If progressive discipline fails to improve an employee's conduct or another type of misconduct occurs, termination may result. All terminations must be discussed with the applicable Human Resources Director in accordance with Company policy.

Again, while the Company will generally take disciplinary action in a progressive manner, it reserves the right, in its sole discretion, to decide whether and what disciplinary action will be taken in a given situation. Union employees should consult their collective bargaining agreements for progressive discipline guidelines.

#### Standards of Behavior

All employees of the Company, sub-contractors and others who come into Company premises are expected to meet acceptable performance standards and otherwise conduct themselves in an appropriate manner during their course of employment or association with the Company. The following examples of unacceptable conduct are not meant to be all-inclusive. Violations of these standards, depending on severity may result in discipline up to and including termination of employment.

Any material violation of the Code of Business Conduct.

Misappropriation (unauthorized transfer or removal, utilization, storage in person's personal belongings or elsewhere in the building) or theft of client, employee, lessee, or Company property including items found on Company premises.

Safety Violations – failure to observe Company rules and general safety practices and regulations. Neglecting the safety of others or committing unsafe acts in the use and care of Company property. Driving on Company business with a revoked or suspended driver's license or while being classified as "non-insurable."

Committing any type of crime while working in a Company vehicle or in a Company uniform.

Supplying false or misleading information when applying for employment or at any time during employment.

Possessing dangerous or deadly weapons on Company property or while in the performance of Company duties.

Unauthorized use of a Company vehicle or transporting unauthorized passengers.

Misuse of Time – failure or being unable to perform work of an acceptable standard or neglecting job duties. Abusing personal telephone or Internet privileges, being inattentive to job performance,

unauthorized selling of articles or services, distributing or posting literature, canvassing, polling, or petitioning.

Violation of Transdev's Company drug and alcohol policy (zero tolerance).

Insubordination – refusing to follow/obey a direct order or instruction of a supervisor relating to an employee's/lessee's duties. Failure or refusal to perform reasonable work assignments and/or follow management work directives or policies.

Disrespectful conduct – discourteous comments or treatment, or using vulgar, abusive language or gestures to co-workers, clients or to the general public. Excessive arguing, violent disagreement, fighting or inflicting bodily harm to another person; gambling; using or possessing illegal drugs; being under the influence of or testing positive for drugs/alcoholic beverages; committing immoral or illegal acts; committing violent acts; or using language that adversely affects morale, production, or maintenance of discipline.

Abusing, defacing or destroying Company property or the property of co-workers, clients, or management.

Fraud or Dishonesty – misusing or abusing Company policy such as excused absences or leaves of absence; falsifying time sheets or expense reports; accepting wage overpayments without notifying the Company of such; failing to give complete information for Human Resources and/or security records; or making false statements, either oral or written about the Company other employees, supervisors, yourself, or your work situation. Altering or falsifying work/manifests, time records, or any other official Company document. This includes altering a client bill, credit voucher, or forging tips to a client credit card.

Sleeping or dozing on the job, except during scheduled breaks in designated areas.

Failure to maintain accurate or proper accountability and control of cash banks, excessive or continuous cash shortages or other irregularities.

Soliciting gratuities from co-workers. Accepting gratuities or any kind of favors for altering work assignments or the anticipated reward of additional work or the unfair distribution of work.

Making or publishing false (except as may be protected concerted labor activity), vicious, or malicious statements concerning co-workers, supervisors, clients, or the Company.

Excessive absenteeism or tardiness.

Failure to observe established fire or common safety practices. Failure to report an on-the-job injury. Creating or contributing to any unsanitary or unsafe condition.

Failure to report an accident or follow proper procedures concerning accidents.

Failure to perform work or job assignments satisfactorily, safely, and efficiently.

Removal, duplication, transferring possession or loss of Company master keys or vehicle keys.

Failure to follow Company dress code or grooming standards.

Discussing confidential Company, client, or co-worker matters with unauthorized personnel or in public areas where others could over hear conversation. Giving information to the media or anyone outside the organization.

Discrimination or unlawful harassment against clients or co-workers because of race, gender, sexual orientation, marital status, age, religion, color, creed, national origin, ancestry, genetic characteristics, veteran or military status, disability, domestic violence victim status, or any other factor prohibited by applicable state, federal or local law.

Violation of any other established Company/departmental or state and federal regulation or action not in the best interest of co-workers, our clients, or the Company.

Sexual Harassment or harassment of any kind.

Holding another position with another Company is considered outside employment that may constitute a conflict of interest to an employee's present position.

For more information, please contact your supervisor or your Regional or Corporate Human Resources Department.

#### Attendance and Punctuality

To provide on-time performance for our customers, it is important that employees be at work whenever scheduled. We realize, however, that an employee may occasionally be absent due to illness or other personal emergency events that may occur outside the work environment. Therefore, it is your responsibility to notify your supervisor each day and as far as possible in advance of your scheduled workday/shift, whenever you will be late or absent, to state the reason for such lateness or absence, and to advise your supervisor when you expect to return to work. Under no circumstances is it appropriate or acceptable to leave a message with a co-worker unless your direct supervisor and/or department policy and procedures states otherwise. Authorized absences must be pre-approved by your supervisor. Unauthorized or excessive absences or tardiness will not be tolerated and may result in discipline up to and including termination. Employees who are absent from work for more than three (3) consecutive days and have failed (in accordance with local policy) to communicate with their immediate supervisor to receive approval for this absence, will be considered to have abandoned their job and voluntarily resigned their employment.

Employees who are members of a union should refer to their collective bargaining agreement.

#### Dress Code/Uniforms/Appearance



An extremely important part of maintaining the Company's reputation is our personal appearance. A well-groomed personal appearance, which includes proper hygiene and appropriate attire, is essential to our operation whether you are in the office or on the road. Managers reserve the right to determine if uniforms are required in specific areas and to counsel employees regarding their appearance if they believe it may be objectionable to our customers or presents an unsafe working condition. Often employees in customer contact positions will be required to wear a Company uniform. Please direct your questions to your site supervisor for information about obtaining uniform and related costs.

### Identification/Security Badges

You may be issued an identification badge by the Human Resources Department at the time of your employment. This badge must be worn conspicuously on an outer garment at all times in all areas of the facility and while on duty. Your badge will be used to gain entry to various parts of the facility. In some locations, employees could be charged for replacement of lost badges.

### Office Staff

All clothing must be neat and clean and of appropriate length and fit to assure a professional image. Depending on the location, some office staff may have the option of wearing a uniform. Otherwise, business attire is the rule for all non-customer contact positions. Tight fitting, provocative or revealing attire is not appropriate.

When certain items are worn to conform with religious requirements, they will be permitted within reason at the discretion of Company management.

For all questions regarding the dress code at your facility, please contact your supervisor or Regional or Corporate Human Resources Department. [Social Media Policy](#)

Social media (including personal and professional websites, blogs, chat rooms and bulletin boards; social networks, such as Facebook, LinkedIn, Twitter and Instagram (which are registered trademarks of others); video-sharing sites such as YouTube; and e-mail) are a part of the daily lives of many of our employees as well as increasingly useful tools in marketing and communications. The Company respects the rights of its employees to use social media and is committed to ensuring that it is used consistent with Company values and this Code of Business Conduct both inside and outside of work. The same general rules that apply to our internal communications in the workplace and our communications via traditional media outside of the Company apply to the use of social media. In addition, the following Guidelines must be followed.

Nothing in this policy or Code of Business Conduct is intended to limit or restrict any employee's right to participate in conversations that are protected by the National Labor Relations Act regarding wages,

benefits or working conditions. The rights of our employees to engage in protected labor activity are as important as any rights recognized by this Code of Business Conduct.

In respect to the use of Social Media, it is important to understand the following rules. Failure to adhere to them can result in discipline up to and including termination from employment:

Communications through social media concerning the Company and other Company employees must not violate this Code of Business Conduct or any other Company policy, especially as they relate to discrimination, unlawful harassment, or immoral, unethical or illegal activities.

Social media sites are not the appropriate place to make a complaint regarding alleged unlawful discrimination, harassment, or safety issues within the Company. Such complaints must be made promptly in accordance with the Company's established complaint procedures.

Blogs and other forms of social media communications are individual interactions, not Company communications. Employees can be held personally liable for their posts. For this reason, employees should exercise caution with regards to exaggeration, obscenity, guesswork, copyrighted materials, legal conclusions, and derogatory remarks or characterizations. Give credit where credit is due and do not violate the rights of others. Do not claim authorship of something that is not yours or use the copyrights, trademarks, publicity rights, or other rights of others without the permission of the rightful owners.

Because social media and networking activities are public, your Company e-mail address and Company assets should be used only to perform job-related activities, which may include professional networking and limited personal social networking as explained above, consistent with the Company's written email and internet use policies. Use of social media while at work must be very limited and not interfere with the full performance of an employee's job duties.

Information and communications that are published on online sites should never be attributed to the Company or appear to be endorsed by, or to have originated from, the Company unless authorized by the Company. Using an individual's name and a Company e-mail address may imply that the employee is acting on the Company's behalf. Always be clear in your communications that you do not speak for the Company unless you are authorized to do so as part of your job.

If you discuss the Company or its services in social media, you must disclose your name and affiliation with the Company. It is never acceptable to use aliases or otherwise deceive people. You must identify yourself and include the following disclaimer on published public communication if you discuss the Company or Company employees publicly:

*"The opinions expressed here are the personal opinions of [your name]. Content published here is not monitored or approved by the Transdev before it is posted and does not necessarily represent the views and opinions of the Company."*

You may not disclose any sensitive, proprietary, confidential, or financial information about the Company or any affiliates of the Company. The use of Company logo, trademarks, or branding is

prohibited. You may not post anything related to the Company inventions, strategy, financials, products, etc. that has not been made public.

While you may respectfully disagree with the Company actions, policies, or management decisions, you may not attack personally or post material that is obscene, defamatory, discriminatory, harassing, libelous, or threatening about the Company or other Company employees. As stated above, this Policy is not intended to restrict or prohibit any Company employee from engaging in protected concerted activity under the National Labor Relations Act.

## Benefits



### Vacation, Sick Leave and Holidays

The Company recognizes that employees have diverse needs for paid time off from work. As such, all eligible employees are entitled to paid time off. Vacation, Sick Leave and Holidays vary from location to location. Our clients typically require that our observance of holidays align with the holidays that they recognize. Paid time off may include one or more of the following types of benefits:

#### Vacation

Holiday

Sick

Personal

Each location has its own rules regarding the accumulation and use of vacation, sick leave and/or paid time off. For those workers represented by a union, the rules regarding accumulation and use of vacation, sick leave and/or paid time off are established by the collective bargaining agreement. The accumulation and use of vacation, sick and paid time off leave by all employees must conform to the rules established locally or via the collective bargaining agreement. Unless otherwise provided in a collective bargaining agreement or governed by applicable state law, vacation or paid time off is “use it or lose it”, meaning that any vacation or paid time off not used in the calendar year it is accrued cannot be carried forward to subsequent years. Upon termination from employment for any reason, any accrued but unused vacation is paid to the departing employee unless written and published Company policy at the location or applicable state law provides otherwise.

Holidays will be observed as established by local guidelines, policy, or practice.

## Bereavement

The Company will provide paid time off for making arrangements, settling family affairs, bereavement for the loss of an immediate family member and/or attending the funeral or memorial service of a member of an employee’s immediate family. All employees who wish to take time off due to the death of a family member should notify his/her supervisor as soon as possible. The Company reserves the right to require documentation.

The definition of immediate family member and the amount of time that may be taken in bereavement situations is established locally by management or via the local collective bargaining agreement. Employees should contact their immediate supervisor or their Regional or Corporate Human Resources Department for clarification or additional information.

Jury Duty

Jury duty is an important civic responsibility. In compliance with federal and state laws, the Company protects its employees' right to serve as jurors and will not prohibit, threaten or coerce any employee who is summoned for duty.

The employee should notify his/her supervisor upon receipt of notification from the state or federal courts of an obligation to serve on a jury or to act as a court witness and provide copies of the jury summons to his/her payroll department.

An employee summoned for jury duty will be excused to serve for up to fifteen (15) work days and be paid at their regular base salary for such service. For an employee serving on a jury in which the trial extends beyond fifteen (15) paid work days, his/her absence will be excused but unpaid leave until the trial is completed.

Employees not required to be in court or released from jury duty during the course of the day are expected to resume their regular duties as soon as released. Upon returning to work from jury duty, employees must present documentation of those days served on jury duty to their immediate supervisor.

If an employee is summoned to testify as a witness in any civil or criminal proceeding, he/she should contact his/her manager for a determination of whether an absence from duty will be excused and the circumstances thereof.

#### Religious Accommodation

Federal and state laws prohibit employers from discriminating on the basis of religion or religious practice or need, and require that steps be taken to accommodate the religious practices and needs of their employees.

Religious practice or need is defined by federal and state laws in a broad way that includes moral and ethical beliefs as to what is right and wrong that are sincerely held by the individual with the strength of more traditional religious views. The Company recognizes many different traditional religions may be practiced among the Company's employees. Employees who believe that their work interferes with a religious practice or who otherwise require an accommodation in order to practice their religious beliefs should contact their supervisor or a representative of the Human Resources Department so that arrangements and options for observing a religious practice can be considered and evaluated.

It is recognized that individuals of certain religions observe their holidays on days that have not been designated as legal holidays by state or federal law. If an employee requires time off to observe a religious practice, he or she can use vacation or personal leave, or leave without pay. The employee should make arrangements in advance with his or her supervisor or a representative of the Human Resources Department for such time off.

For more information, please contact your immediate supervisor or your Regional or Corporate Human Resources Department.

### Military Leave

The Company complies with the Uniformed Services Employment and Reemployment Rights Act of 1994 (USERRA) and applicable state laws pertaining to military leave. Transdev North America, Inc. is committed to protecting the job rights of employees absent on military leave. In accordance with federal and state law, it is the Company's policy that no employee or prospective employee will be subjected to any form of discrimination on the basis of that person's membership in or obligation to perform service for any of the Uniformed Services of the United States. Specifically, no person will be denied employment, reemployment, promotion or other benefit of employment on the basis of such membership. Furthermore, no person will be subjected to retaliation or adverse employment action because such person has exercised his or her rights under this policy.

In accordance with USERRA, Company employees who perform service in the uniformed services (as defined by USERRA) are entitled to a military leave of absence from their positions, subject to the limitations and restrictions set forth in federal and state law. Upon receiving an assignment for military service, employees should promptly provide notice to their supervisors prior to going on military duty, unless precluded by military necessity.

For more information regarding benefits and re-employment, please contact your supervisor or the Regional or Corporate Human Resources Department.

### Scheduling and Flexible Work Hours

Reporting promptly for work and maintaining regular attendance as scheduled is expected of all Company employees. Our attendance policies are adopted to provide a method of fair and consistent treatment ensuring that office and operational functions are not degraded by poor attendance or tardiness. Attendance guidelines do not preclude the manager from exercising sound business judgment in establishing flexible schedules and creative scheduling alternatives. Employees are responsible for knowing and adhering to the attendance policy in effect at each property location. Each job is critical to our operation. In order to provide the superior quality of service for which the Company is known, we need each employee to be on the job performing the critical duties for which she/he was hired. Each employee must be aware that failure to meet the Company's standards for attendance will result in disciplinary action, up to and including termination.



It is recognized that flexibility is a way to define how and when work gets done and how careers are organized. It is a critical ingredient to overall workplace effectiveness. The Company may use flexible work hours, split shift scheduling and telecommuting, also known as working remotely from the main work site, to overcome the constraints of location, time on work and as a tool for improving recruitment and retention, for managing workload, and for responding to employee diversity.

For further information, contact your immediate supervisor or the Regional or Corporate Human Resources Department.

### Family and Medical Leave Act (FMLA)

It is the Company's policy to grant up to 12 weeks (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) of family and medical leave during any 12-month period to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA) and any applicable state laws. The leave may be paid, unpaid or a combination of paid and unpaid leave, depending on the circumstances of the leave and as specified in this policy.

This handbook provides employees with a general description of their FMLA rights. In the event of any conflict between the handbook or the detailed policy and the applicable law, employees will be afforded all rights required by law. FMLA generally applies to illnesses or injuries of a serious and long-term nature, resulting in recurring or lengthy absences.

If an employee takes paid sick leave for a condition that progresses into a serious health condition and the employee requests unpaid leave as provided under this policy, the Company may designate all or some portion of related leave taken as leave under this policy, to the extent that the earlier leave meets the necessary qualifications.

Employees with questions about what illnesses are covered under FMLA or under the Company's sick leave policy are encouraged to consult with their Human Resources designee.

### Eligibility

Employees are eligible for this leave if they have been employed by the Company for at least 12 months, have worked at least 1250 hours during the previous 12 months, and are employed in a facility that has at least 50 employees in a 75-mile radius. The employee is required to provide thirty (30) days' notice when leave is foreseeable.

**The employee must have worked for the company for 12 months or 52 weeks.**

The 12 months or 52 weeks need not have been consecutive. Separate periods of employment will be counted, provided that the break in service does not exceed seven years. Separate periods of

employment will be counted if the break in service exceeds seven years due to National Guard or Reserve military service obligations or when there is a written agreement, including a collective bargaining agreement, stating the employer's intention to rehire the employee after the service break. For eligibility purposes, an employee will be considered to have been employed for an entire week even if the employee was on the payroll for only part of a week or if the employee is on leave during the week.

**The employee must have worked at least 1,250 hours during the 12-month period immediately before the date when the leave is requested to commence.**

The principles established under the Fair Labor Standards Act (FLSA) determine the number of hours worked by an employee. The FLSA does not include time spent on paid or unpaid leave as hours worked. Consequently, these hours of leave should not be counted in determining the 1,250 hours eligibility test for an employee under FMLA.

**The employee must work in a worksite where 50 or more employees are employed by the company within 75 miles of that office or worksite.**

The distance is to be calculated by using available transportation by the most direct route. The employee must work at a location in the United States or in any territory or possession of the United States.

#### Reasons for Taking Leave

In order to qualify as FMLA leave under this policy, the employee must be taking the leave for one of the reasons listed below:

**The birth of the employee's child in order to care for that child.** An expectant mother may take leave before the birth of the child for prenatal care or if her condition makes her unable to work or comply with safety regulations.

**The placement of a child for adoption or foster care and to care for the newly placed child.**

**The care of an immediate family member (spouse, domestic partner, child, or parent with a serious health condition** (described below).

**Serious health condition of the employee** (described below). An employee may take leave because of a serious health condition that makes the employee unable to perform the functions of the employee's position.

**A serious health condition is defined as an illness, injury, impairment, physical or mental condition that involves:**

An illness of three (3) days which requires continuing treatment by a health care provider

In patient care in a hospital, hospice or residential medical care facility including any period of incapacity of any subsequent treatment in connection with such inpatient care or a condition that requires continuing care by a licensed health care provider.

Continuing treatment by a health care provider for a chronic or long term condition.

**Qualifying exigency leave for families of members of the National Guard or reserves or of a regular component of the armed forces when the covered military member is on covered active duty or called to covered active duty.**

An employee whose spouse, domestic partner, son, daughter or parent either has been notified of an impending call or order to covered active military duty or who is already on covered active duty may take up to 12 weeks of leave for reasons related to or affected by the family member's call-up or service. The qualifying exigency must be one of the following:

Short-notice deployment (deployment notice on 7 or less days)

Military events and activities

Child care and school activities

Financial and legal arrangements

Counseling

Rest and recuperation

Post-deployment activities

Additional activities that arise out of active duty provided that the employer and employee agree, including agreement on timing and duration of the leave.

Care for a Military Member's Parent who is incapable of self-care

**The term "covered active duty" means:**

In the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and

In the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10 United States Code.

The leave may commence as soon as the individual receives the call-up notice. (Son or daughter for this type of FMLA leave is defined the same as for child for other types of FMLA leave except that the person does not have to be a minor). This type of leave would be counted toward the employee's 12-week maximum of FMLA leave in a 12-month period.

**Military caregiver leave (also known as covered service member leave) to care for an injured or ill service member or veteran.**

An employee whose son, daughter, parent or next of kin is a covered service member may take up to 26 weeks in a single 12-month period to take care of leave to care for that service member.

Next of kin is defined as the closest blood relative of the injured or recovering service member.

To care for a military member's parent who is incapable of self-care when the care is covered in active duty. Such care may include arranging for alternative care, providing care on an immediate need basis, admitting or transferring the parent to a care facility, or attending meetings with staff at a care facility.

**The term "covered service member" means:**

A member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or

A veteran who is undergoing medical treatment, recuperation, or therapy, for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) within the past 5 years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

A caregiver may take leave up to five (5) years after the covered service member leaves the military and for a pre-existing injury or illness that was aggravated in the line of duty. **The term "serious injury or illness" means:**

In the case of a member of the Armed Forces (including a member of the National Guard or Reserves), means an injury or illness that was incurred by the member in line of duty on active duty in the Armed Forces (or existed before the beginning of the member's active duty and

was aggravated by service in line of duty on active duty in the Armed Forces) and that may render the member medically unfit to perform the duties of the member's office, grade, rank, or rating; and

In the case of a veteran who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during a period when the person was a covered service member, means a qualifying (as defined by the Secretary of Labor) injury or illness that was incurred by the member in line of duty on an active duty in the Armed Forces (or existed before the beginning of the member's active duty and was aggravated by service in line of duty on active duty in the Armed Forces) and that manifested itself before or after the member became a veteran.

In the case of a veteran who has a physical or mental condition that has received a VA Service Related Disability Rating (VASRD) of 50% or greater and the rating is based on whole or part, on the condition precipitating the need for a caregiver leave.

In the case of a veteran's physical or mental condition that impairs the ability to secure an occupation by reason of disability related to military service or treatment.

In the case the veteran has been enrolled in the Department of Veterans Affairs Program of Comprehensive Assistance for Family Caregivers.

#### Amount of Leave

An eligible employee can take up to 12 weeks for the FMLA circumstances (1) through (6) above under this policy during any 12-month period. The company will measure the 12-month period as a rolling 12-month period measured backward from the date an employee uses any leave under this policy. Each time an employee takes leave, the company will compute the amount of leave the employee has taken under this policy in the last 12 months and subtract it from the 12 weeks of available leave, and the balance remaining is the amount the employee is entitled to take at that time.

An eligible employee can take up to 26 weeks for the FMLA circumstance (6) above (military caregiver leave) during a single 12-month period. For this military caregiver leave, the company will measure the 12-month period as a rolling 12-month period measured forward. FMLA leave already taken for other FMLA circumstances will be deducted from the total of 26 weeks available.

An eligible employee can take up to 15 days to spend with a covered military member who is on short-term temporary, rest and recuperation leave during deployment.

#### Special Provisions Regarding Leave

If an employee and their spouse or domestic partner both work for Transdev they are entitled only to a combined total of twelve (12) weeks of leave for the birth or placement of a child for adoption or foster care or to care for a sick parent (but not a parent "in-law") with a serious health condition. However, each employee is entitled to up to twelve (12) weeks of leave due to the employee's own serious health condition, to care for the spouse, domestic partner, or to care for a sick child. If a husband and wife both work for the company and each wish to take leave to care for a covered injured or ill service member, the husband and wife may only take a combined total of 26 weeks of leave.

Employees should make a reasonable effort to schedule planned medical treatment (either the employee's own or that of a seriously ill immediate family member) so that the treatments do not unduly disrupt the business operations. A leave of absence for the birth of a child or placement of a child for adoption or foster care must be concluded within one (1) year of the adoption or birth, and must be taken on a continuous basis.

#### Use of Paid and Unpaid Leave

An employee who is taking FMLA leave because of the employee's own serious health condition or the serious health condition of a family member must use all paid vacation, personal and/or sick leave prior to being eligible for unpaid leave. Sick leave may be run concurrently with FMLA leave if the reason for the FMLA leave is covered by Transdev North America, Inc.'s established sick leave policy.

Disability leave for the birth of the child and for an employee's serious health condition, including workers' compensation leave (to the extent that it qualifies), will be designated as FMLA leave and will run concurrently with FMLA. For example, in a 6-week pregnancy disability leave, the six weeks will be designated as FMLA leave and counted toward the employee's 12-week entitlement. The employee may then be required to substitute accrued (or earned) paid leave as appropriate before being eligible for unpaid leave for what remains of the 12-week entitlement. An employee who is taking leave for the adoption or foster care of a child must use all paid vacation, personal or family leave prior to being eligible for unpaid leave.

An employee who is using military FMLA leave for a qualifying exigency must use all paid vacation and personal leave prior to being eligible for unpaid leave. An employee using FMLA military caregiver leave must also use all paid vacation, personal leave or sick leave (as long as the reason for the absence is covered by Transdev's sick leave policy) prior to being eligible for unpaid leave.

#### Intermittent or Reduced Workweek Leave

Employees taking leave due to their own or a relative's serious health condition may take leave on an intermittent (in separate blocks of time or a day periodically when needed over the year) or under certain circumstances use the leave to reduce the workweek or workday, resulting in a reduced schedule (decreased number of hours per week). If an employee takes leave on an intermittent or reduced schedule, the leave will be reduced pro-rata and only the amount of leave time actually taken will be counted against the employee's twelve (12) week allowance. In all cases, the leave may not exceed a total of 12 workweeks (or 26 workweeks to care for an injured or ill service member over a 12month period).

Transdev has the right to transfer the employee to a job with equivalent pay and benefits in order to better accommodate the request for an intermittent or reduced workweek schedule.

#### Certification of a Serious Health Condition

Transdev requires medical certification to support a leave due to a serious health condition of an employee, employee family member qualifying exigency for military family leave or the serious injury or illness of the covered service member. A fitness-for-duty report is necessary for any employee returning to work after a serious personal health condition. The employee must respond to such requests within 15 days of the request or provide a reasonable explanation for the delay. Failure to provide certification may result in denial of continuation of leave.

Certification of the serious health condition shall include: the date the condition began, its expected duration, diagnosis, and a brief statement of treatment. In a medical leave for the employee's own medical condition, the certification must also include a statement that the employee is unable to perform work of any kind or a statement that the employee is unable to perform the essential functions of the employee's position. For a seriously ill family member, the certification must include a statement the patient requires assistance and the employee's presence would be beneficial or desirable.

The company may directly contact the employee's or the employee's family member's health care provider for verification or clarification purposes using a health care professional, an HR professional, leave administrator or management official. Transdev will not use the employee's direct supervisor for this contact. Before the company makes this direct contact with the health care provider, the employee will be given an opportunity to resolve any deficiencies in the medical certification. In compliance with HIPAA Medical Privacy Rules, the company will obtain the employee's permission for clarification of individually identifiable health information.

Transdev has the right to ask for a second opinion if it has reason to doubt the certification. The company will pay for the employee to get a certification from a second doctor which the company will select. If necessary, to resolve conflict between the original certification and the second opinion, the company will require the opinion of a third doctor. Transdev and the employee will jointly select the third doctor and the Company will pay for the opinion. This third opinion will be considered final.



The company may deny FMLA leave to an employee who refuses to release relevant medical records to the health care provider designated to provide a second or third opinion. The employee will be provisionally entitled to leave and benefits under the FMLA pending the second and/or third opinion.

If a Family Leave of Absence exceeds twelve (12) weeks on a rolling twelve (12) month period (or up to 26 weeks of military caregiver leave to care for a covered service member with a serious injury or illness) the employee employment status may be in jeopardy, which could result in termination of employment. Exceptions are if state allows more than the designated twelve (12) or twenty-six (26) weeks off in a rolling twelve (12) month period.

If the employee plans to take intermittent leave or work a reduced schedule, the certification must also include dates and duration of treatment and a statement of medical necessity for taking intermittent leave or working a reduced schedule.

#### Recertification

While on leave, employees are required to report periodically to the Company regarding the status of the medical condition and their intent to return to work. Such reports may not be asked of the employee more than once every 30 days unless it is known that an employee's condition has changed, if the employee receives information casting doubt on the reason given for the absence or if the employee seeks an extension of his or her leave.

The company may request recertification for the serious health condition of the employee or the employee's family member every six months in connection with an FMLA absence. The company may provide the employee's health care provider with the employee's attendance records and ask whether need for leave is consistent with the employee's serious health condition.

All employees desiring to return to work following their leave must provide a fitness-for-duty report or doctor's statement releasing them to full duty.

#### Requesting Leave

When foreseeable, all employees requesting leave under this policy must submit the request in writing to their immediate supervisor and the local HR designate. When the need for FMLA leave is

unforeseeable, the employee must comply with the company's usual and customary notice and procedural requirements for requesting leave, absent unusual circumstances.

When an employee plans to take leave under this policy, the employee must give 30 days' notice. If it is not possible to give 30 days' notice, the employee must give as much notice as is practical. An employee undergoing planned medical treatment is required to make a reasonable effort to schedule treatment to minimize disruption to the operations.

If an employee fails to provide 30 days' notice for foreseeable leave with no reasonable excuse for the delay, the leave request may be denied until at least 30 days from the date the Company receives notice.

#### Designation of FMLA Leave

After an employee has submitted the appropriate certification form, the HR designate will complete and provide the employee with a written response to the employee's request for FMLA leave

#### Intent to Return to Work from FMLA Leave

On a basis that does not discriminate against employees on FMLA leave, Transdev may require an employee on FMLA leave to report periodically on his/her status and their intent to return to work.

For more information, please review the full FMLA Policy, contact your supervisor or the Regional or Corporate Human Resources Department.

#### Other Leave

Some state and local laws allow employees leave for reasons other than enumerated above. Examples are leave to vote, leave to donate blood, and under certain circumstances leave for mothers nursing infants. Company policy is to strictly adhere to such state and local laws where applicable. Employees should consult with their local Human Resources Representative for further information regarding what laws may be applicable to their location. Employees are encouraged to bring to management's attention

any instances where the employee believes the Company is not fully honoring state or local laws relating to leave provision of federal, state or local law.

### Health and Welfare Benefits

Full-time employees of the Company are typically entitled to health and welfare benefits. The type of benefits offered, the cost of said benefits to the employee, and the rules regarding eligibility for such benefits vary from location to location. In addition, those employees covered by a collective bargaining agreement are typically afforded benefits as contained in the collective bargaining agreement. For these reasons, each employee must determine what benefits are offered locally and the associated eligibility requirements by contacting his or her local Human Resources Department or reviewing the applicable collective bargaining agreement.

Generally, benefits offered include group health insurance for the employee with optional coverage for the employee's spouse and children; group life insurance with optional coverage for employee spouse and children; vision coverage, dental coverage and disability coverage. Not all benefits may be offered at all locations.

Generally, an employee is not eligible for health and welfare benefits until the employee has completed the local probationary period or other locally established waiting period. In most cases, the Company subsidizes a portion of the benefit cost and the employee pays the remaining cost of the health and welfare benefits by payroll deduction payments.

Upon termination of employment under most circumstances an employee may continue health benefits for a limited period under the provisions of the Consolidated Omnibus Budget Reconciliation Act (COBRA). While COBRA enables the extension of benefits, the employee is obligated to pay the full COBRA cost of the benefits.

### Travel Expense Reimbursement

Employees traveling on Company business will be reimbursed (subject to policy limits) for their actual, reasonable and properly documented business expenses including transportation, lodging, meals and other necessary expenses incurred when conducting Company business. The traveler is responsible for complying with the Company's travel and expense guidelines, to justify exceptions and use his or her best efforts to minimize travel expenses with this policy.

All travel arrangements are to be made according to the Company's Travel and Expense policy available on the Company intranet. Depending upon employee's job assignment, an employee will be designated to use either the Company web-based travel program or contact the Corporate Travel Coordinator.

For more information on air travel, hotel accommodations, rental cars, meals, the use of personal automobile expenses, travel advances, and reimbursable expenses, please contact your supervisor or your Regional or Corporate Human Resources Department.

## Administrative Matters



## Personnel/Human Resources Records

It is Company policy to maintain a personnel/human resources file containing pertinent employee information about each employee. Employee files are confidential and are treated as such. Access to employee files is limited to the following:

Each employee may review his or her own personnel file in the presence of a person designated by Human Resources or their immediate supervisor by appointment. No material is to be removed except as specifically authorized by Human Resources.

Other employees of the Company may have access to personnel files only on a need to know basis. This means access is limited to:

Human Resources staff needing access in the course of their normal duties.

Supervisors/managers considering an employee for promotion or transfer into their departments or location.

Union representatives (for employees represented by the union).

Individuals who are not employees of the Company may not, except with specific authorization, have access to the files themselves. Generally, such access would be granted only upon advice of counsel (for example, in response to a subpoena, summons, or request for information from a federal administrative or law enforcement agency). Unless specifically authorized by appropriate officials, no one should extract information from personnel records and/or disclose opinions or assessments of employee job performance or give opinions or assessments of employee job performance or attitudes.

Employees are responsible for notifying management of changes in address, telephone number and/or family status (births, marriage, death, divorce, legal separation, etc.) as income tax status and group insurance may be affected by these changes.

The Company will not release information from employee personnel records, including, but not limited to, information pertaining to medical/health, salary, etc. or disseminate such information to individuals who have no legitimate business need to know.

## Employment and Income Verifications/References

On occasion, an employee may need to provide verification of his or her income to third parties. Employment and income verifications may be required when applying for a mortgage or loan, for reference checking, leasing an apartment, establishing credit, or any other instance where proof of employment or income is needed. It is the policy of the Company to protect the privacy of each employee. Employees who wish to provide employment verification to an entity should direct the entity to the Company's automated external employment verification service.

At the present time, the Company uses The Work Number® to provide automated employment and income verifications on its employees. The Work Number® is an automated service that can be used anytime, anywhere – available 24 hours a day, 7 days a week. It provides employees with the ability to quickly provide proof of their employment or income. The individual employee controls the process and is responsible for authorizing the access and release of his/her information to the verifying organization.

### Information for Employees:

|   |   |
|---|---|
| Transdev North America, Inc. Employer Code: | 13173   |
| The Work Number® Access Information:        | <a href="http://www.theworknumber.com">www.theworknumber.com</a> 1-800-367-2884 |
| The Work Number® Customer Service:          | 1-800-996-7566<br>1-800-424-0253 (TTY-Deaf)                                     |

### Information for Verifiers:

|   |   |
|---|---|
| Transdev North America, Inc. Employer Code: | 13173   |
| The Work Number® Access Information:        | <a href="http://www.theworknumber.com">www.theworknumber.com</a> 1-800-367-5690 |
| The Work Number® Customer Service:          | 1-800-996-7566<br>1-800-424-0253 (TTY-Deaf)                                     |

### Information for Social Services Agencies:

|   |   |
|---|---|
| Transdev North America, Inc. Employer Code: | 13173   |
| The Work Number® Access Information:        | <a href="http://www.theworknumber.com">www.theworknumber.com</a> 1-800-660-3399 |
| The Work Number® Customer Service:          | 1-800-996-7566<br>1-800-424-0253 (TTY-Deaf)                                     |

All employment and income verification requests are expected to use this automated service. The Company will provide federal, state, and local government agencies any employee information required by law.

No Company employee who is not designated by the Human Resources Department to provide employment information is prohibited from releasing employment or income verification information and must direct inquiries to Human Resources. Human Resources Representatives may handle a variety of confidential matters regarding other employees, clients, and other information. When doing so, it is their responsibility to respect the privacy of fellow employees. This policy is designed to protect the Company and employee from any potential liability.

In the event The Work Number® cannot be utilized for verification, upon verbal inquiry of any individual, the following information may be released regarding a current or former employee without written authorization:

Name of the employee

Current or former job title

Length of employment

All other requests for written confirmation to employment reference/verification inquiries must contain the current or former employee's signature authorizing the release of his/her compensation history, DOT or training record information. Any information provided on current or former employees shall be job-related, required by federal or state regulations, and factual and demonstrable from the records of the employee.

The Company will not respond to questions of character, credit worthiness, likelihood of continued employment, personality, reason for leaving Company service, evaluation of performance, and eligibility for rehire or other questions of a similar nature.

#### Internal Placement and Transfers

The Company encourages employee placement into vacant higher-level positions when qualified employees are available, interested, deemed suitable in all respects and when it is determined the promotion is in the best interest of the employee's department and the Company.

#### Promotion/Placement Eligibility

Employee eligibility for promotion or position transfer may be determined by:



The requirements of the new job following the interview process

Employees must have held their current position for at least 12 months

Employees must have a satisfactory performance record

No disciplinary actions for the preceding six (6) months

## Property Transfers

Employees require approval to transfer between properties. Employees desiring to laterally move from one location to another should meet the following requirements:

Must have held his/her current position for at least 12 months, or

Must have left employment with Transdev North America, Inc. for at least six (6) months, or

Is receiving a promotion, or

Transferring employee has received approval from the Regional Vice Presidents that oversees the affected contracts

Employees transferring to a new property for a temporary basis (less than three (3) months) only require the approval of the General Manager.

For more information regarding the internal reference process, please contact your Regional or Corporate Human Resources Department.

## International Mobility

International mobility is one of the factors that support's Transdev's development success. It cements the Company's international culture by appropriately linking our employee's expertise. It provides employees with a new scope of responsibility and professional experience.

## Performance Reviews and Evaluations

The performance review and evaluation is an important method by which the job performance of each employee is evaluated, (generally in terms of quality, quantity, cost, and time) typically by the corresponding hiring manager or supervisor. A performance appraisal is an important part of guiding and managing employee career development. It is the process of obtaining, analyzing, and recording information about the relative worth of each employee to the organization. An employee performance review and evaluation will:

Give employees feedback on performance

Identify employee training needs

Document criteria used to allocate organizational rewards

Form a basis for personnel decisions: salary increases, promotions, disciplinary actions, bonuses, etc. •  
Provide the opportunity for an employee's manager/supervisor to diagnosis and development

Facilitate communication between employee and administration

Validate selection techniques and human resource policies to meet federal Equal Employment Opportunity requirements

All exempt and non-exempt employees typically receive an annual review. In addition, it is also the policy at Transdev North America, Inc. to continuously observe and evaluate the safety performance of employees in safety sensitive positions and to provide feedback and expectations for improvement when performance standards are compromised.

For more information please contact your supervisor or your Regional or Corporate Human Resources Department.

#### Bulletin Boards

Company bulletin boards are an essential component of official information maintained for the purpose of communicating Company announcements, memos, matters of Company business required by law, and items related to the personal interest and benefit of employees.

Bulletin boards are Company property and, as such, the Company reserves exclusive control over their access and use. Approval for all postings outside of daily operational memorandums must be made through the local General Manager or his/her designee.

Upon approval, personal notices may be posted provided that adequate space is available and such notices do not violate the Company's no-solicitation rule. Company postings will always receive priority.

No ads of a commercial nature may be posted, nor will any posting be allowed that is derogatory or in any other way offensive to the Company, our clients or our employees.

This does not apply to Union bulletin boards which are governed by the terms and conditions of the local Collective Bargaining Agreement.

For more information, please contact your supervisor or the Regional or Corporate Human Resources Department.

#### Social Security Number Privacy

It is the policy of the Company to protect the security of Social Security Numbers and any other personal identifying information required by law to be maintained confidentially. All executives, managers and employees are expected to rigorously adhere to this policy. Any employee violating the provisions of this policy and its operating procedures will be disciplined in accordance with Company rules.

Social Security Numbers and other personal identifying information will be collected from applicants and employees as required in order to meet federal and/or state reporting requirements. These purposes include to:

Conduct pre-employment background checks

Verify eligibility for employment

Withhold federal and state taxes

Comply with state new-hire reporting

Facilitate enrollment into Company benefit plans

If this Company policy and operating procedures conflicts with a state law in any state in which the Company operates, the state law shall supersede.

For more information regarding storage and disposal of Social Security and other personal identifying information, please contact your Regional or Corporate Human Resources Department.

#### Email, Internet, and General Computer Usage Policy

The Company's email and computer systems are essential business tools intended to be used for legitimate Company purposes only, although occasional personal use is permitted consistent with the Company's written email and internet use policies. All employees using the Company's email and computer systems must be familiar with and adhere to the Company's written policies governing its email, internet and computer systems. All existing Company policies, including but not limited to the use of intellectual property, insider trading, misuse of Company property, discrimination, harassment, sexual

harassment, information, data security, and confidentiality, apply equally to employee conduct in connection with use of email and the internet. More simply said, the use of the Company email and computer systems should at all times be consistent with Transdev's Values and this Code of Business Conduct.

All email accounts and all email content created, sent, received or stored on the Company's email system, whether business or personal, are the sole property of the Company and are not the property of the employee or other personnel. There is no expectation of privacy in any email or internet content transmitted over or stored in the system. Email retained on the Company email system remains the property of the Company and users are forbidden to delete email from the system before or upon leaving the employment of the Company.

Highly confidential or sensitive information should not be sent through email. Email should be used in a manner that will not risk the disclosure of Company proprietary and other information to persons outside the Company. Email messages may need to be saved and may be required to be produced in litigation. Strict adherence to any directives of the Legal Department or Senior Management to preserve email content is required.

For more information regarding this policy, please contact your Regional Human Resources Representative, Corporate Human Resources, or the Legal Department.

#### Cellular Telephone and Other Electronic Devices

This policy sets forth Company rules and limitations on the use of use of cellular telephones and other electronic devices in any motor vehicle while on Company time, including during meal or rest periods. Distinctions are made in this policy between cellular telephones and other electronic devices issued by the Company for work-related purposes and personal devices belonging to the employee.

**Cellular telephones:** means any cellular telephone as the term is commonly understood, but including other communication devices such as, without limitation, Nextel devices, Blackberries, Smart Phones, I pads, electronic tablets, pagers and text messaging devices, with or without hands-free capability.

**Other electronic devices:** means any device that is capable of being handheld and has an on-off switch, including but not limited to MP3 and other music players, electronic games and GPS devices.

**Company vehicle:** means any motor vehicle used in the performance of a contract, whether owned, rented, leased or otherwise made available to the Company, including but not limited to revenue vehicles, services vehicles, supervisor and management vehicles.

When seated at the wheel of a Company vehicle, the use of cellular telephones and/or other electronic devices is limited as follows:

In all situations, use of a Company-provided or personal cellular telephone or other electronic device while seated at the wheel of a Company vehicle is prohibited where and when prohibited by law.

The use of any personal cellular telephone and any other personal electronic device while seated at the wheel of a Company vehicle is prohibited. These devices must be powered off at all times when an employee is seated at the wheel, regardless of whether the vehicle is powered on or off.

Paratransit and other On-Demand Transportation Service Operators: Company-provided cellular telephones and Company-provided other electronic devices may not be used for any purpose other than for work-related purposes while seated at the wheel of any vehicle, regardless of whether the vehicle is powered on or off, and then only to the minimum extent necessary. As much as practical, said devices may only be used when the vehicle is not in motion. Whenever the use of a cellular telephone or other electronic device presents a risk to safe driving, use of the device is not permitted. No personal use of such devices while seated at the wheel of a Company vehicle is permitted.

Managers and Road Supervisors: Company-provided cellular telephones and other Company-provided electronic devices may not be used for any purpose other than for work-related purposes, and then only to the minimum extent necessary. No personal use of such devices while seated at the wheel of a Company vehicle is permitted. When the use of a cellular telephone or other electronic device presents a risk to safe driving, use of the device is not permitted. As much as practical, said devices should be used only when the vehicle is not in motion. Managers or road supervisors are prohibited from the use of a cellular telephone and other electronic device when operating a revenue service vehicle at any time, in or out of revenue service.

Nothing herein shall limit the ability of the Company to impose greater restrictions on cellular telephone or other communication device possession or use during working hours on a location by location basis. Any such policies must first be approved in writing by the Legal Department.

Employees must comply with Transdev's Cellular Telephone and Other Electronic Devices Policy.

Specific directives are provided in the Transdev Cellular Telephone and Other Electronic Device Policy. Failure to comply with any portion of this policy is cause for discipline up to and including termination of employment.

#### Company Automobiles/Non-Revenue Vehicles

The use of Company automobiles, non-revenue vehicles and car allowances is limited to designated positions within the Company and will be managed by the Senior Vice President of Human Resources (SVP-HR) in consultation with the Chief Executive Officer (CEO) and the Chief Operating Officer (COO). Details of this program are defined in the Automobile policies posted on the Transdev North America, Inc. intranet. Participants in the program are expected to use their vehicle to transport clients, prospective clients, and other employees of the Company. As such, the Company reserves the right to establish vehicle requirements and conditions for participation in the program.

#### Media Relations

It is the policy of the Company not to grant interviews or release information to the media (television, radio or newspaper reporter) without prior approval of the Chief Executive Officer, General Counsel, Chief Operating Officer, Regional Vice President, or General Manager depending on the nature of the media contact and subject matter.

Any requests for interviews or information by the media should be referred to the General Counsel (if applicable). Courtesy and common sense should always dictate in dealing with media requests. In no case should any information be volunteered to outside sources.

An employee approached by the media should:

Ask the reporter for his or her name, the name of the publication or Company, a telephone number and the topic in issue

Then contact the General Counsel with the information

In the event the General Counsel is unavailable, the employee should make direct contact with an appropriate officer of the Company.

This policy excludes those circumstances dealing with local media events (i.e., rodeos, marketing events, etc.).

# **Glossary of Transit and Rail Terms**





\*The terms in this glossary are not all inclusive and some may not be used at your facility.  
They are to be used as a reference guide only.

**A**

**AAR** – Association of American Railroads

**Above Grade** - The location of a structure or transit guide way above the surface of the ground (also known as elevated or aerial).

**Accessible Service** - Buses operating in regular service with wheelchair lifts, ramps, kneeling functions or other devices that permit disabled passengers to use the service.

**Accessibility** - (1) The extent to which facilities are barrier free and useable by disabled persons, including wheelchair users. (2) A measure of the ability or ease of all people to travel among various origins and destinations.

**Accident/incident** - An unplanned occurrence, which could have or did result in personal injury and/or property damage.

**Activity Center** - An area with high population and concentrated activities which generate a large number of trips (e.g., CBD, shopping centers, business or industrial parks, recreational facilities; also known as trip generator).

**ALARP** – As low as reasonably practicable, term used to describe reducing risks.

**Alight** - To get off a transit vehicle. Plural: “*alightings*.”

**Alignment** - The horizontal and vertical ground plan of a roadway, guide way, transit route or other facility. The horizontal alignment refers to the location of the guide way as described by curves or any straight portion of an alignment. The vertical alignment refers to the vertical orientation of the guide way. (i.e., below grade, at grade or above grade).

**Allocation** - An administrative distribution of funds, for example, federal funds among the states; used for funds that do not have legislatively mandated distribution formula.

**Alternative Fuels/Energy** - These refer to vehicle engine fuels other than standard gasoline or diesel. Typically, alternative fuels such as methanol, ethanol, and compressed natural gas are much cleaner. They produce reduced emissions of greenhouse gases that contribute to global warming.

**AM Peak** - The morning commute period, about two hours, in which the greatest movement of passengers occurs, generally from home to work; the portion of the morning service period where the greatest level of ridership is experienced and service is provided. Synonyms: *Rush hour, Early Peak, Morning Peak, Morning Rush, Morning Commission*

**Americans with Disabilities Act of 1990 (ADA)** - The law passed by Congress in 1990 which makes it illegal to discriminate against people with disabilities in employment, services provided by state and local governments, public and private transportation, public accommodations and telecommunications.

**Amtrak** – The National Railroad Passenger Corporation

**APP AR** - An abbreviation for "approximate arrival" time point.

**Appropriation** - An act of Congress that permits federal agencies to incur obligations and make payments for specific purposes.

**APTA** - American Public Transportation Association

**Arterial Street** - A major thoroughfare, used primarily for through traffic rather than for access to adjacent land, that is characterized by high vehicular capacity and continuity of movement.

**Assignment Number** - Unique identification number given to a collection of runs representing a week's worth of work for a single operator.

**At Grade** - The location of a structure or transit guideway at the same level as the ground surface.

**Authorization** - Basic, substantive federal legislation that established or continues the legal operation of federal program agencies, either indefinitely or for a specific period of time.

**Automatic Passenger Counts (APC)** (predates "smart technology") - A technology installed on transit vehicles that counts the number of boarding and alighting passengers at each stop while also noting the time. Passengers are counted using either pulse beams or step treadles located at each door. Stop location is generally identified through use of either global positioning systems (GPS) or signpost transmitters in combination with vehicle odometers. Synonym: *Smart Counters*

**Automatic Vehicle Location (AVL)** - A system that senses, at intervals, and monitors the realtime location of transit vehicles using electronic equipment that communicates a signal back to a central control facility locating the vehicle and providing other information about its operations or about its mechanical condition.

## B

**Block** - Trips operated by a single bus.

**Block Number** - The number used to identify an individual block schedule. A good block numbering system is "smart coded" to reveal the route number it starts on and the sequence number by pullout time. For example, the second bus leaving the garage on route 26 might be given a block number 2602.

**Block Sheet** - Listing of all trips and time-points on a single block.

**Block Summary Sheet** - Start and end times of each block illustrated on a time-scale to be used in the Run-Cutting process.

**Board** - To go onto or into a transit vehicle. Plural: “*Boardings.*”

**Branch** - One of multiple route segments served by a single route.

**Bus** - A rubber-tired road vehicle designed to carry a substantial number of passengers (i.e., 10 or more), commonly operated on streets and highways for public transportation service.

**Bus Bay** - Bus berthing area in a facility such as a transit center or rail station.

**Bus Hours** - The total hours of travel by bus, including both revenue service and deadhead travel. Synonym: *Vehicle Hours*

**Bus Lane** - A lane of roadway intended primarily for use by buses, either all day or during specified periods. Synonym: *Transit Priority Lane*

**Bus Miles** - The total miles of travel by bus, including both revenue and deadhead travel. Synonym: *Vehicle Miles*

**Bus Number** - Vehicle number assigned to a piece of equipment.

**Bus Rapid Transit (BRT)** - A term applied to a variety of public transportation systems using buses to provide faster, more efficient service than an ordinary bus line. Often this is achieved by making improvements to existing infrastructure, vehicles and scheduling and using larger specialized buses.

**Bus Shelter** - A structure constructed near a bus stop to provide seating and protection from the weather for the convenience of waiting passengers.

**Bus Stop** - A curbside place where passengers board or alight transit.

**Bus Turnout** - Cutout in the roadside to permit a transit vehicle to dwell at a curb, typically at a Bus Stop.

**Busway** - A special roadway designed for exclusive use by buses. It may be constructed at, above, or below grade and may be located in separate rights-of-way or within highway corridors.

## C

**Capital** - Long-term assets, such as property, buildings, roads, rail lines, and vehicles.

**Capital Costs** - Costs of long-term assets of a public transit system such as property, buildings, vehicles, etc.

**Capital Improvement Program** - The list of capital projects for a five to seven year programming period.

**Capital Project** - Construction and/or procurement of district assets, such as transit centers, transit vehicles and track.

**Car Pool** - An arrangement where people share the use and cost of a privately owned automobile in traveling to and from pre-arranged destinations.

**Central Business District (CBD)** - An area of a city that contains the greatest concentration of commercial activity, the "Downtown". The traditional downtown retail, trade, and commercial area of a city or an area of very high land valuation, traffic flow, and concentration of retail business offices, theaters, hotels and services.

**CFR** - Code of Federal Regulations.

**Configuration Management** – A process that ensures, as much as possible, that the configurations of all property, equipment, and system design elements are accurately and completely documented.

**Contractor** - An entity that performs safety sensitive tasks or provides safety sensitive services on behalf of the railroad.

**Corrective Action Plan** - A written plan developed by the railroad that describes the actions the railroad or other responsible party will take to address system safety program deficiencies or to minimize, control, correct, or eliminate hazards, and the schedule for implementing those actions.

**Corridor** - A broad geographical band that follows a general directional flow or connects major sources of trips. It may contain a number of streets and highways and many transit lines and routes.

**Crosstown Route** - Non-radial bus service that normally does not enter the Central Business District (CBD).

**Crush Load** - The maximum passenger capacity of a vehicle, in which there is little or no space between passengers (i.e., the passengers are touching one another) and one more passenger cannot enter without causing serious discomfort to the others.

**Curb-to-Curb Service** - The most common designation for paratransit services, the transit involves picking up and discharging passengers at the curb or driveway in front of their home or destination. The driver does not assist or escort passengers to the door.

# D

**Deadhead** - There are two types of deadhead or non-revenue bus travel time:

- (1) Bus travel to or from the garage and a terminus point where revenue service begins or ends;
- (2) A bus's travel between the end of service on one route to the beginning of another.

Synonym: *Non-Revenue Time*

**Deboard** - To get out of or off of a transit vehicle.

**Demand-Responsive Service** - A non-fixed-route service, typically using vans or small buses, with passengers calling the agency in advance (usually 24 hours) to arrange a trip within a transit system's service area.

**Deviated Fixed-Route Service** - Service that allows on-request, limited-distance deviation (usually up to three-quarters of a mile) off a regular bus route in order to provide service to a low density area or for those who experience difficulty getting to bus stops. Planning for these routes often involves the use of computers and GPS systems to aid the driver.

**Disabled** - With respect to an individual, a physical or mental impairment that substantially limits one or more of the major life activities of such an individual; a record of such an impairment; or being regarded as having such an impairment.

**Discretionary** - Subject to the discretion of legislators or an administrator.

**Dispatcher** - Refers to an individual who combines bus operators and run assignments, and/or controls the movement of buses in service.

**Dispatch Sheet** - A list of all assignments to be operated on a particular day of the week.

**Door-to-Door Service** - A form of escorted paratransit service that includes passenger assistance between the vehicle and the door of his or her home or other destination but does not entail the driver going inside the destination. Assistance is also provided, as needed, with the passenger's belongings (e.g. bags, etc.).

# E

**Emergency** - An event or condition that requires an immediate, active response to prevent, mitigate, and/or control threats to life and property.

**Emergency Preparedness Plan** - Transdev's written plan on preparedness and response in dealing with a passenger train emergency.

**Emergency Responder:** A member of a police or fire department, or other agency charged with providing or coordinating emergency services. **EPA** – Environmental Protection Agency.

**Escorted Transportation** - Any public transportation service which requires the use of a person to assist the passenger over the course of a trip. Such services can be classified as curb-to-curb, door-to-door, or door-through-door service.

**Exclusive Right-of-Way** - A right-of-way that is fully grade separated or access controlled and is used exclusively by transit.

**Express Bus Service** - Express service is deployed in one of two general configurations:

- (1) A service generally connecting residential areas and activity centers via a high speed, non-stop connection, e.g., a freeway, or exclusive right-of-way such as a dedicated busway with limited stops at each end for collection and distribution. Residential collection can be exclusively or partially undertaken using park-and-ride facilities.
- (2) Service operated non-stop over a portion of an arterial in conjunction with other local services. The need for such service arises where passenger demand between points on a corridor is high enough to separate demand and support dedicated express trips.

**Extra Board** - Refers to operators who have no standing run assignment run but are used to cover unassigned runs or runs left open because of an absence of assigned operators. Unassigned or extra board work is posted and typically rotates on a daily basis.

# F

**Facility** - The physical place that is used by a transit agency.

**Fare** - Payment in the form of coins, bills, tickets and tokens collected for transit rides.



**Fare Box** - A device used in a public transport system for the deposit and securement of fares; typically fitted with a slot for receipt of coins and a second slot for receipt of paper bills.

**Fare Box Recovery Ratio** - A measure of the proportion of transit operating expenses covered by passenger fares. It is calculated by dividing a transit operator's fare box revenue by its total operating expenses. Synonym: *Fare Recovery Ratio*

**Fare Box Revenue** - The value of cash, tickets and pass receipts given by passengers as payment for public transit rides.

**Fare Card** - A card that is paid for in advance and can be used as fare on mass transit: it can be printed or electronic.

**Fare Collection System** - The method by which fares are collected and accounted for in a public transportation system.

**Fare Elasticity** - The extent to which ridership responds to fare increases or decreases.

**Fare Structure** - The system set up to determine how much is to be paid by various passengers using the system at any given time.

**Federal Transit Administration (FTA, formerly UMTA, Urban Mass Transit Administration)** - A division of the U.S. Department of Transportation (DOT) which administers the federal program of financial assistance to public transit.

**Feeder Service** - Service that picks up and delivers passengers to a regional mode at a rail station, express bus stop, transit center, terminal, Park-and-Ride, or other transfer facility.

**Fixed Cost** - An indirect cost that remains relatively constant irrespective of the level of operational activity.

**Fixed-Guide way System** - A system of vehicles that can operate only on its own guide way constructed for that purpose (e.g., rapid rail, light rail, bus rapid transit). Federal usage in funding legislation also includes exclusive right-of-way bus operations, trolley buses, and ferryboats as "fixed-guide way" transit.

**Fixed-Route Service** - A service provided on a repetitive basis along a specific route according to a pre-arranged, published schedule with vehicles stopping to pick up and deliver passengers to specific locations. Each trip is run on a fixed route, servicing the same origins and destinations.

**FRA** – Federal Railroad Administration

**Frequency** - The amount of time scheduled between consecutive buses or trains on a given route segment; in other words, how often the bus or train comes (also known as Headway).

**FTA** – Federal Transit Administration.

**Full Funding Grant Agreement (FFGA)** - An agreement executed by the federal government with a public transit operator that assures the operator of the federal government's intention to fully fund the federal share of a New Starts project.

**Fully Implemented**- All elements of a system safety program as described in the system safety program plan are established and applied in the day to day safety management of the railroad.

## G

**Garage** - The place where revenue vehicles are stored and/or maintained and from where they are dispatched and recovered for the delivery of scheduled service. *Synonyms: Barn, Base, Depot, District, Division, O/M Facility (ops/maintenance), Yard*

**GCOR** – General Code of Operating Rules.

**Gillig** - Refers to a manufacturer of transit buses. The Gillig Corporation is located in Hayward, California.

**Global Positioning Satellite** - Technology that tracks the current location of buses, taxis, and vans to assist in maintaining schedules and dispatching is maintained through a network of global positioning satellites (GPS), which is the term used to describe the system used to automatically track vehicle locations.

**Grade Crossing** - A crossing of the track at grade (or street) level over a roadway. Grade crossings are not necessarily protected by automatic warning devices.

**Grade Separated** - A crossing of two forms of transportation paths (e.g., light rail tracks and a highway) at different levels to permit unconstrained operation.

## H

**Hazard** - Any real or potential condition (as defined in the railroads hazard management process) that can cause injury, illness, or death; damage to or loss of a system, equipment or property; or damage to the environment.

**Hazard Probability** - The likelihood of an event occurring.

**Hazard Resolution** - The analysis and subsequent actions taken to reduce, to the lowest practical level, the risk associated with an identified hazard.

**Hazard Severity** - The consequences of an event occurring.

**Headway** - Number of minutes between two trips on a route. For example, if a route has a trip every 30 minutes it is said to have a "30-minute headway". Headways can vary by time of day. Synonyms: *Frequency, Schedule, Vehicle Spacing*

**Headway Sheet** - A single schedule showing all trips on a route in time order. A headway sheet will show the block number for each trip, the garage times for each block, and the times each trip reaches a time-point.

**Head Sign** - the sign above the front windshield of a bus describing the line number or its line name and destination.

**Highway Crossing** - See Grade or Level Crossing.

**High Occupancy Vehicle (HOV)** - Vehicles that can carry more than two persons. Examples of high occupancy vehicles are a bus, vanpool and carpool.

**HOV Lane** - A traffic lane in a street or highway reserved for high occupancy vehicles, which may include two person vehicles in some applications.

**Hybrid Bus** - A bus that runs on hybrid propulsion (fossil fuel combined with electric power). An onboard generator powered by an internal combustion engine or fuel cell supplies electricity.

## I

**Incident** - Traffic or passenger accident that include collisions with other vehicles, pedestrians or fixed object, and passenger accidents while boarding, on-board, or disembarking the transit vehicle or any unusual circumstance encountered in operation.

**Interlining** - Interlining is used in two ways: Interlining allows the use of the same revenue vehicle and/or operator on more than one route without going back to the garage. Interlining is often considered as a means to minimize vehicle requirements as well as a method to provide transfer

enhancement for passengers. For interlining to be feasible, two (or more) routes must share a common terminus or be reasonably proximate to each other (see DEADHEAD). Synonyms: *Through Routes, Interlock Routes, Interlocking*

**Intermodal** - Switching from one form of transportation to another.

**Intermodal Facility** - A building or site specifically designed to accommodate the meeting of two or more transit modes of travel.

**Investigation**- The process used to determine the causal and contributing factors of an accident.

## J

**Joint Development** - Development of land or airspace by a public or private entity at RT property where the RT Board has determined that there is excess property rights and the proposed development will not interfere with the existing or planned transit use of the property.

**Joint Powers Authority** - A group of representatives from several entities that have agreed to undertake a joint venture.

## K

**Kiss and Ride** - A place where commuters are driven and left at a station to board a public transportation vehicle.

**Kneeling Bus** - A feature on a bus that lowers the floor to the curb or to near-curb level to make it easier for passengers to board, especially for seniors and persons with disabilities.

## L

**Layover Time** - Refers to time built into a schedule between arrival and departure for bus drivers for schedule recovery. Layovers normally occur at each end of a route to allow for a driver's break and schedule recovery, but they may be scheduled at other points to allow for timed transfer connections. Synonym: *Recovery Time*

**Level Crossing** - Intersection of highway and railway, at same "level" or grade.

**Limited-Stop Service** - An express service, usually on a larger bus, that operates on a fixed route either parallel to an existing fixed route, or supplementing several existing routes. Its purpose is to provide quicker service to destinations with less frequent stops.

**Linked Passenger Trips** - A linked passenger trip is a trip from origin to destination on the transit system. Even if a passenger must make several transfers during a one way journey, the trip is counted as one linked trip on the system. Unlinked passenger trips count each boarding as a separate trip regardless of transfers.

**Liquidated Damages** - When the parties to a contract agree to the payment of a certain sum as a fixed and agreed upon satisfaction for not doing certain things particularly mentioned in the agreement, the sum is called liquidated damages.

**Load Factor** - The ratio of passengers actually carried versus the total passenger seating capacity of a vehicle. A load factor of greater than 1.0 indicates that there are standees on that vehicle.

**Local Service** - A type of operation that involves frequent stops and consequent low speeds, the purpose of which is to deliver and pick up transit passengers as close to their destinations or origins as possible.

**Loop** - A portion of a bus line where the driver operates a segment in one direction only. Passengers may only board on one side of the loop. Loops are sometimes required due to lack of pavement accessibility, or when no off street turn-around is available.

**Low Floor Vehicle** - Refers to a bus that does not have steps. Building a bus floor at one level between the front to rear doors allows passengers to enter and exit more quickly. The addition of steps usually adds boarding and alighting time, especially for passengers with limited mobility.

## M

**Manifest** - List of passengers by name/address for a vehicle run—typically encountered in paratransit service.

**Mass Transit** - Another name for public transportation. Transportation by bus, rail, or other conveyance, either publicly or privately owned, which provides to the public general or special service on a regular and continuing basis.

**Maximum Load Point** - The location(s) along a route where the vehicle passenger load is the greatest. The maximum load point(s) generally differ by direction and may also be unique to each of the daily operating periods. Long or complex routes may have multiple maximum load points.

**Minibus** - A rubber-tired road vehicle designed to carry a small number of passengers (i.e., 12 or less), commonly operated on streets and highways for public transportation service.

**Miss Out** - The failure of an operator to report on-time for a work assignment. The operator, upon arrival, will receive a shift/run available on the extra board.

**Missed Trip** - A schedule trip that did not operate for a variety of reasons including operator absence, vehicle failure, dispatch error, traffic, accident or other unforeseen reason.

**Mode** - A particular form of travel (e.g., bus commuter tail, train, bicycle, walking or automobile).

**Mode Split** - The proportion of people that use each of the various modes of transportation. Also describes the process of allocating the proportion of people using modes. Frequently used to describe the percentage of people using private automobiles as opposed to the percentage using public transportation.

**Model** - An analytical tool (often mathematical) used by transportation planners to assist in making forecasts of land use, economic activity, and travel activity.

**Monthly Pass** - A prepaid farecard or ticket, valid for unlimited riding within certain designated zones for one-month period.

**Multi-destination Network** — A bus route network that is designed to make it easy to travel by transit between any two points in the service area.

**Multimodal** - The availability of multiple transportation options, especially within a system or corridor. A multimodal approach to transportation planning focuses on the most efficient way of getting people or goods from place to place by means other than privately owned vehicles; by bus, trolley, light rail, streetcar, cable car, and/or ferry systems.

## N

**New Start Passenger Railroad** – A railroad not previously operating a passenger rail system regulated by the FRA.

**Network** - The configuration of streets or transit routes and stops that constitutes the total system.

**New Starts** - Federal funding granted under Section 5309 (B) of the United States Code. These discretionary funds are made available for the construction of new fixed guide way systems or extensions of existing fixed guide way systems.

**NORAC** - Northeast Operating Rules Advisory Committee

**No Show** - The passenger is not available for the operator to provide services for the scheduled trip.

**NTSB - National Transportation Safety Board** - An independent federal agency that investigates and analyzes major transportation accidents (railroads, aviation, highway, marine, etc.) and prepares a public report on its findings, conclusions, and recommendations.

## O

**Off-Peak** - Non-rush periods of the day when travel activity is generally lower and less transit

service is scheduled.

**Operating** - Maintaining the ongoing functions of an agency or service. "Operating expenses" include wages, benefits, supplies, and services. "Operating assistance" is used to pay for the costs of providing public transit service.

**Operating Cost** - The total costs to operate and maintain a transit system including labor, fuel, maintenance, wages and salaries, employee benefits, taxes, etc.

**Operating Expense** - Monies paid in salaries and wages; settlement of claims, maintenance of equipment and buildings, and rentals of equipment and facilities.

**Operating Ratio** - A measure of transit system expense recovery obtained by dividing total operating revenues by total operating expenses.

**Operating Revenue** - Revenue derived from passenger fares. See also Farebox Revenue.

**Operating Speed** - The rate of speed at which a vehicle is safely operated under prevailing traffic and environmental conditions.

**Operator** - An employee of a transit system who spends his or her working day in the operation of a vehicle, e.g., bus driver, streetcar motorman, trolley coach operator, etc.

**Organizational Safety Culture** - The product of individual and group values, attitudes, perceptions, competencies, and patterns of behavior that determine the commitment to, and the style and proficiency of, an organization's health and safety management.



**Origin** - The location of the beginning of a trip or the zone in which a trip begins. Also known as a "Trip End."

**Origin-Destination Study** - A study of the origins and destinations of trips made by vehicles or passengers.

**OSHA - Occupational Safety and Health Administration** - A federal agency within the United States Department of Labor responsible for establishing and enforcing standards for the exposure of workers to safety hazards or other harmful materials that they may encounter in the work environment, as well as other matters that may affect the safety and health of workers. **Overtime** - The number of hours paid at a time and one-half rate.

**Owl** - Service that operates during the late night/early morning hours or all night service, usually between 10:00 p.m. and 6:00 a.m.

## P

**Paddle** - An individual operator schedule showing trips to be operated for a particular run number.

**Paratransit** - The word "paratransit" alternative modes of flexible passenger transportation that do not follow fixed routes or schedules—paratransit service is typically provided to a person who is unable to use the fixed route system due to a disability.

**Park-and-Ride** - A parking area for automobile drivers who then board vehicles, shuttles or carpools from these locations.

**Pass** - A means of transit prepayment, usually a card that carries some identification that is displayed to the driver or conductor in place of paying a cash fare.

**Passenger** - A person who rides a transportation vehicle, excluding the driver.

**Passenger Check** - A check (count) made of passengers arriving at, boarding and alighting, leaving from, or passing through one or more points on a route. Checks are conducted by riding (ride check) or at specific locations (point check). Passenger checks are conducted in order to obtain information on passenger riding that will assist in determining both appropriate directional headways on a route and the effectiveness of the route alignment. They are also undertaken to meet FTA Section 15 reporting requirements and to calibrate revenue-based ridership models.

**Passenger Lift** - A mechanical device, either a lift or ramp, which allows wheelchair or scooter users, as well as other mobility-impaired passengers, to board a bus without climbing the steps.

**Passenger Miles** - A measure of service utilization which represents the cumulative sum of the distances ridden by each passenger. It is normally calculated by summation of the passenger load

times the distance between individual bus stops. For example, ten passengers riding in a transit vehicle for two miles equals 20 passenger miles.

**Passenger Operations** - The period of time when any aspects of railroad operations are initiated with the intent to carry passengers.

**Passenger Revenue** - Fares paid by passenger traveling aboard transit vehicles.

**Pattern** - Unique, non-branching, ordered sequence of time points, street links, or public transportation stops to be followed by a transit vehicle in scheduled service.

**Pay Time** - The number of hours a driver is compensated.

**Peak Hour/Peak Period** - The period with the highest ridership during the entire service day, generally referring to either the peak hour or peak several hours (peak period).

**Peak Service** - Typically weekday a.m. and p.m. service during commute hours to carry a maximum number of passengers. Commute or peak hours are typically defined as time between 6 and 9 a.m. in the morning, and between 4 and 7 p.m. at night.

**Pick** - The selection process by which operators are allowed to select new work assignments, i.e., run or the Extra Board in the next (forthcoming) schedule; can also refer to other operator selections conducted in seniority order, for example, "vacation pick".

**Pick Sheets** - Sheet that displays by assignment number, the number of work assignments from which a driver may choose.

**Platform Time** - Number of hours a bus operates from pull-out to pull-in.

**Program** - (1) *verb*, to assign funds to a project; (2) *noun*, a system of funding for implementing transportation projects or policies.

**Public Transit System** - An organization that provides transportation services owned, operated, or subsidized by any municipality, county, regional authority, states, or other governmental agency, including those operated or managed by a private management form under contract to the government agency owner.

**Public Transportation** - Transportation by bus, rail, or other conveyance, either publicly or privately owned, that provides general or special service to the public on a regular and continuing basis.

**Pull-In Time** - The non-revenue time assigned for the movement of a revenue vehicle from its last scheduled terminus or stop to the garage. Synonyms: *Turn-In Time*, *Deadhead Time*, *Run-off Time*

**Pull-Out Time** - The non-revenue time assigned for the movement of a revenue vehicle from the garage to its first scheduled terminus or stop. Synonyms: *Deadhead Time, Run-on Time*

**Pull-Out Sheet** - A list of runs in pull-out time order showing the bus number assigned to each run.

## R

**Radial Service** - Local or express service designed primarily to connect the Central Business District with outlying areas.

**Recovery Time** - Recovery time is distinct from layover, although they are usually combined together. Recovery time is a planned time allowance between the arrival time of a just completed trip and the departure time of the next trip in order to allow the route to return to schedule if traffic, loading, or other conditions have made the trip arrive late. Recovery time is considered as reserve running time and typically, the operator will remain on duty during the recovery period.

Synonym:

*Layover Time*

**Revenue** - Receipts derived from or for the operation of transit service including farebox revenue, revenue from other commercial sources, and operating assistance from governments. Farebox revenue includes all fare, transfer charges, and zone charges paid by transit passengers.

**Revenue Time** - Number of hours a bus operates in live service picking up passengers.

**Revenue Vehicle Hour** - The measure of scheduled hours of service available to passengers for transport on the routes, equivalent to one transit vehicle traveling in one hour in revenue service, excluding deadhead hours but including recovery/layover time. Calculated for each route.

**Revenue Service** - When a revenue vehicle is in operation over a route and is available to the public for transport.

**Revenue Miles** - Miles operated by vehicles available for passenger service.

**Revenue Passenger** - A passenger from whom a fare is collected.

**Reverse Commute** - Movement in a direction opposite to the main flow of travel, such as from the Central City to a suburb during the morning commute hour.

**Ridesharing** - A form of transportation, other than public transit, in which more than one person shares in the use of the vehicle, such as a van or car, to make a trip.

**Ridership** - The number of rides taken by people using a public transportation system in a given time period.

**Right-of-Way (ROW, R/W)** - The land over which a public road or rail line is built. An exclusive right-of-way is a road, lane, or other right-of-way designated exclusively for a specific purpose or for a particular group of users, such as light rail vehicles or buses.

**Risk** - is the potential harm that may arise from some present process or from some future event. It is often mapped to the probability of some event, which is seen as undesirable. Usually the probability of that event and some assessment of its expected harm must be combined into a believable scenario (an outcome) which combines the set of risk, regret and reward probabilities into an expected value for that outcome.

**Road Call** - A mechanical failure of a bus in revenue service that causes a delay to service, and which necessitates removing the bus from service until repairs are made.

**Road Supervisor** - The individual who is responsible for keeping buses or trains on schedule.

**Rolling Stock** - The vehicles used in a transit system, including buses and rail cars. Synonym: *Fleet*

**Roundtrip** - The two-way directional travel of a bus from its starting point to the other end of the route and back to the starting point.

**Route** - A specified path taken by a transit vehicle usually designated by a number or a name, along which passengers are picked up or discharged. Synonym: *Line*

**Route Miles** - The total number of miles included in a fixed route transit system network.

**Run** - Driver assignments for a particular day of the week.

- *Split* - a split run consists of an AM and PM assignment in which the driver is off work between the two runs.
- *Early Straight* - a single, full time piece of work starting with the morning pull out.
- *Late Straight* - a single, full time piece of work starting after the morning peak.
- *Night* - a single, full time piece of work starting at the PM peak.
- *Owl* - A single, full time piece of work starting after the PM peak, usually working through the night and early morning.

**Run Cut** - The process, normally performed two to four times a year, of generating daily bus driver work assignments in a cost-efficient manner to meet all service requirements. Run-cutting software is used to generate assignments that may be reset until they fulfill the requirements of all participating parties.

**Running Time** - The time assigned for the movement of a revenue vehicle over a route, usually done on a [route] segment basis by various time of day. Synonym: *Travel Time*

## S

**Safety** - Freedom from harm resulting from unintentional acts or circumstances.

**Safety Certification** - A process applied to a safety system to ensure that the system meets all applicable requirements and is certified safe for operation.

**System Safety Program** - A comprehensive process for the application of engineering and management principles, criteria, and techniques to optimize safety. The system safety program:

- (1) assesses and manages risk;
- (2) provides methods for evaluating and responding to all safety issues;
- (3) includes proactive hazard management methods that support continuous safety improvement;
- (4) Ensures that applicable federal, state, and local safety regulations and safety requirements are identified and addressed.

The program reflects the railroad's safety philosophy and cultivates a robust safety culture from the most senior officer throughout all levels of the organization.

**Schedule** - A document that, at a minimum, shows the time of each revenue trip through the designated time points. Many properties include additional information such as route descriptions, deadhead times and amounts, interline information, run numbers, block numbers, etc. Synonyms: *Headway, Master Schedule, Timetable, Operating Schedule, Recap/ Supervisor's Guide*

**Scheduling** — The planning of vehicle arrivals and departures and the operators for these vehicles to meet consumer demand along specified routes.

**Service Area** — A geographic area which is provided with transit services. Service area is now defined consistent with ADA requirements.

**Service Span** — The span of hours over which service is operated, e.g., 6 a.m. to 10 p.m. or 24 hour (owl). Service span often varies by weekday, Saturday, or Sunday.

**Service Standards** — A benchmark by which service operations performance is evaluated. These standards are provided in the Short Range Transit Plan.

**Shuttle Bus** - A public transport bus service designed to quickly transport people between two points. Such a bus will 'shuttle' backwards and forwards between the two points, normally without any intermediate stops and with a high frequency of trips. Such services are often designed to serve specific customers, such as park and ride routes or airport bus services.

**Skip-Stop Service** - A public-transportation service pattern in which not all vehicles make every stop along a designated route. While all vehicles may stop at every major hub station, some express buses or trains may serve only a few stops. This system attempts to reduce travel time and crowding at boarding stations.

**Smart Card** - One of many different kinds of automatic fare collection systems beyond the single-use or limited-use fare card.

**Spread Penalty** - Number of hours paid at overtime beyond a designated spread period. For example, a 12-hour spread penalty would mean any driver operating a bus 12 hours after they started work would be paid at an overtime rate.

**Stop** - A location where public transport customers may board or alight from a transit vehicle in revenue service.

**Subsidy** — Funds granted by federal, state or local government.

**System Safety Program Plan (SSPP)** - A document developed by the railroad, describing its safety policies, goals, objectives, responsibilities, and procedures.

**System Security Plan (SSP)** – A document developed by the railroad, describing its prevention-oriented approach to security.

**System Safety** - The application of operating, technical, and management techniques and principles to the safety aspects of a system throughout its life cycle to reduce hazards to the lowest practical level through the most effective use of the available resources.

## T

**Taxi Stand** - Also called taxi rank, cab stand, taxi stand, cab rank, or hack stand is a queue area on a street or on private property where taxicabs line up to wait for passengers.

**Time-Point** - A designated location and time that a bus can arrive before – but not leave earlier than – the stated time as indicated in the route schedule.

**Timed Transfer** - A point or location where two or more routes come together at the same time to provide positive transfer connections. A short layover may be provided at the timed transfer point to enhance the connection. Timed transfers have had increasing application as service frequencies have been reduced below 15 to 20 minutes and hub-and-spoke network deployment has grown.

**Total Miles** - The total miles includes revenue, deadhead, and yard (maintenance and servicing) miles.

**Transfer** - A slip of paper issued to a passenger that gives him or her the right to change from one transit vehicle to another according to specified limitations.

**Transfer Cluster** - A collection of one or more public transportation stops where transfer between routes is convenient.

**Transfer Passenger** - A passenger who transfers to a line after paying a fare on another line.

**Transfer Point** - Refers to a point where bus lines intersect and passengers can transfer to another line.

**Transit Center** - A fixed location where passengers transfer from one route to another.

**Transit Corridor** - A broad geographic band that follows a general route alignment such as a roadway or rail right-of-way and includes a service area within that band that would be accessible to the transit system.

**Transit Dependent** - Someone who must use public transportation for his/her travel.

**Transit Mall** - A street, or set of streets, in a city or town along which automobile traffic is prohibited or greatly restricted and only public transit vehicles and pedestrians are permitted.

**Transit Priority** - A means by which transit vehicles are given an advantage over other traffic, e.g., preemption of traffic signals or transit priority lanes.

*Transit Priority Lane - See Bus Lane*

**Transit System** - An organization providing local or regional multi-occupancy vehicle passenger service, whether privately or publicly held. Organizations that provide service under contract to another agency are generally not counted as separate systems.

**Transportation Authority** - These are the local component agencies designated by your state, commonwealth, or territory to be responsible for a specific geographic area, such as a state, a city, a county, or multi-county district.

**Travel Time** - The time allows for an operator to travel between the garage and a remote relief point.

**Trip** - The one-way directional travel of a bus from its starting time-point at one end of the route to its ending time-point at the other end of the route.



# U

**Unlinked Passenger Trips** - The total number of passengers who board public transit vehicles. A passenger is counted each time he/she boards a revenue vehicle even though the boarding may be the result of a transfer from another route to complete the same one-way journey. Where linked or unlinked is not designated, unlinked is assumed.

**Urban Mass Transportation Administration** - See Federal Transit Administration.

# V

**Van** - See Minibus.

**Van Hool Bus** - Refers to a Euro-style bus manufactured in Antwerp, Belgium.

**Variable Cost** - A cost that varies in relation to the level of operational activity.

**Vehicle Miles** - The number of miles traveled by a vehicle, and are usually calculated by mode.

# W

**Wheelchair Lift** - A device used to raise and lower a platform in a transit vehicle for accessibility by handicapped individuals.

# Y

**Yard** - An area where buses and rail are stored, parked, or repaired.

## **ACKNOWLEDGEMENT**

I have received and read my copy of the Employee Handbook and was provided an opportunity to review and discuss its contents. Any questions that I may have had were discussed, answered and explained to me by my supervisor or a member of the Human Resources Department to my satisfaction. I am fully aware that this handbook is to be used as a guide. There may be occasions when Transdev North America, Inc. may amend, modify or cancel this handbook as well as any policies, rules, or procedures with or without notice. In addition, I understand that Transdev North America, Inc. may interpret the policies and procedures differently than me.

**By Employee:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employee Name (Please Print)

\_\_\_\_\_  
Location

\_\_\_\_\_  
Employee Signature

I have discussed, answered and explained all questions with the above employee with regard to the policies, practices and benefits as contained in the Employee Handbook.

**By Employer:**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer Name (Please Print)

\_\_\_\_\_  
Location

\_\_\_\_\_  
Employee Signature

Please return the acknowledgement form to the Human Resources Department.

CONNECTING COMMUNITY



Concord Kannapolis Area Transit

**PUBLIC  
TRANSPORTATION  
SYSTEM SAFETY PLAN (PTSSP)**

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## INTRODUCTION-ESTABLISHING THE PARATEMETER OF THE PUBLIC TRANSPORTATION SYSTEM SAFETY PLAN

### 1.1. - AUTHORITY

The authority for implementing the Public Transportation System Safety Plan (PTSSP) resides with the Transit Director, City of Concord Emergency Management Team, City of Concord City Manager's Office, and City of Concord City Council.

### 1.2. - PURPOSE

This PTSSP defines our process for addressing safety, security and emergency preparedness as:

**System Safety** – The application of operating policies and procedures to reduce vulnerability to safety-related hazards

**System Security** – The application of operating policies and procedures to reduce vulnerability to security threats

**Emergency Preparedness** – The system of policies and procedures that assure rapid, controlled and predictable responses to a wide variety of safety and/or security incidents

The PTSSP supports Rider Transit's efforts to address and resolve critical incidents on our property and within our community.

**Critical Incidents** may include accidents, natural disasters, crimes, terrorism, sabotage, civil unrest, hazardous materials spills and other events that require emergency response. Critical incidents require swift, decisive action from multiple organizations, often under stressful conditions. Critical incidents must be stabilized prior to the resumption of regular service or activities.

The overall purpose of the Rider Transit PTSSP is to optimize—within the constraints of time, cost and operational effectiveness—the level of protection afforded to Rider Transit passengers, employees, volunteers and contractors, and any other individuals who come into contact with the system, both during normal operations and under emergency conditions.

This PTSSP demonstrates Rider Transit’s commitment to do the following:

### **Prepare**

- Identify assets essential to our mission
- Identify key players of our mission
- Identify key threats facing our agency and our community
- Establish reactive policies, procedures and protocols
- Coordinate with emergency response organizations

### **Prevent**

- Take steps to protect system assets and eliminate threats where possible
- Increase training and awareness

### **Respond**

- React quickly and decisively to critical events and incidents

### **Recover**

- Assess incident response actions
- Repair and replace critical assets
- Plan for the future based on lessons learned

## 1.3. - GOALS



The PTSSP provides Rider Transit with a safety, security and emergency preparedness capability that:

Ensures that safety, security and emergency preparedness are addressed during all phases of system operation, including the hiring and training of agency personnel; the procurement and maintenance of agency equipment; the development of agency policies, rules and procedures; and coordination with local public safety and community emergency planning agencies

Promotes analysis tools and methodologies to encourage safe system operations through the identification, evaluation and resolution of threats and vulnerabilities, and the ongoing assessment of agency capabilities and readiness

Creates a culture that supports employee safety and security and safe system operations (during normal and emergency conditions) through dedicated compliance with agency rules and procedures and the appropriate use and operation of equipment and resources

#### 1.4. - OBJECTIVES

In this new environment, every threat cannot be identified and eliminated, but Rider Transit takes steps to be more aware, to better protect passengers, employees, facilities and equipment, and to stand ready to support community needs in response to a critical incident. To this end, our PTSSP has five objectives:

1. Achieve a level of security performance and emergency readiness that meets or exceeds the operating experience of similarly sized agencies around the nation.
2. Partake in and strengthen community involvement and participation in the safety and security of our system.

3. Develop and implement a Threat Vulnerability Assessment program and, based on the results of this program, establish a course of action for improving physical safety and security measures and emergency response capabilities.

4. Expand our training program for employees, volunteers and contractors to address safety and security awareness and emergency management concerns.

5. Enhance our coordination with partner agencies regarding safety, security and emergency preparedness issues.

#### 1.5. - DEFINITION

In this PTSSP, the terms “transit vehicle” or “bus” are used to describe all types of transit surface conveyances, including 35’ Hybrid HD LF BRT New Flyer and Gillig Buses, Ford E450 LTV’s, and Ford Transit 350 Vans.

## 2 SYSTEM OVERVIEW-WHO WE ARE AND WHAT WE DO

### 2.1. - ORGANIZATIONAL DESCRIPTION

Rider is a joint project of the cities of Concord and Kannapolis, North Carolina, but is a department within the City of Concord. Rider has ten hybrid buses with an eye-catching bright green and royal purple paint scheme travel seven local routes and one regional route to the J W Clay Light Rail Station. All eight routes depart and arrive at the Transit Center located at 45 Transit Court, NW in Concord, NC 28025 with 60-75-minute frequency. Rider Transit operates Monday-Friday 5:30 am-8:30 pm and Saturday and Sunday 8:30 am-8:30 pm. All buses are ADA-accessible.

In addition to providing service to many local neighborhoods, Rider carries passengers to and from many popular destinations in Cabarrus County such as the Amtrak Station, Carolina Mall, Atrium Cabarrus, Concord Mills Mall, Rowan

Cabarrus Community College, and serves all 3 Walmart's and the Target in Cabarrus County. The buses also stop at many of the area's major employers, allowing employees the flexibility of taking public transportation rather than cars to jobs.

#### 2.2. - MISSION STATEMENT

Connecting Communities and People

#### 2.3. - ORGANIZATIONAL STRUCTURE

A detailed listing of all personnel is included in Appendix B and C

An Organizational Chart is included in Appendix D

#### 2.4. - SERVICE AREA

Rider Transit serves the Cities of Concord and Kannapolis, North Carolina.

#### 2.5. - SERVICE DESIGN

Rider Transit employs the following services:

1. Local Fixed Route
2. Complementary ADA Paratransit

#### 2.6. - VEHICLES AND FACILITIES

Rider Transit's administrative office and Transit Center is located at 45 Transit Court NW Concord, North Carolina, 28025. Rider Transit owns and maintains a fleet of 10 35' Hybrid vehicles with ramps deployment available upon request. Rider Transit also owns and maintains 4 Ford LTV's and 3 Ford Transit Vans. They are housed at Transdev's Maintenance Facility at 2030 Wilshire Court SW, Concord, NC 28025.

**A “FLEET ROSTER” is found in the section of this document entitled APPENDIX E PTSSP SUPPORTING DOCUMENTS.**

3 SAFETY AND SECURITY ROLES AND RESPONSIBILITIES –WHO HAS RESPONSIBILITY FOR ADDRESSING RISK

3.1. - PHILOSOPHY

Rider Transit makes all efforts to ensure that, if confronted with a safety or security event or major emergency, Rider Transit personnel will respond effectively, using good judgment, ensuring due diligence and building on best practices identified and exercised whenever opportunities arise.

This level of proficiency requires the establishment of formal mechanisms to be used by all Rider Transit personnel to identify safety or security threats and vulnerabilities associated with Rider Transit operations, and to develop controls to eliminate or minimize them. The PTSSP also requires Rider Transit to:

Coordinate with local law enforcement and other public safety agencies to manage response to any incident that occurs on a transit vehicle or affects transit operations

Identify a process for integrating Rider Transit resources and capabilities into the community response effort to support the management of a major safety or security event affecting the community

Rider Transit management expects all of our employees and contractors to support this PTSSP.

3.2. - DIVISION OF RESPONSIBILITIES

**City Manager’s Office/Transit Director /Transit Manager/ ADA  
Coordinator/Contracted Service Provider Admin Staff**

The Transit Manager and ADA Coordinator have the overall authority to develop and execute the Rider Transit PTSSP and the Transit Director has ultimate accountability for its implementation. In addition, the Transit Manager and ADA Coordinator are responsible for the following specific activities:

Providing proactive leadership, which supports safety, security and emergency preparedness planning

Ensuring that sufficient resources and attention are devoted to the PTSSP, including:

- Development of standard operating procedures related to employee safety and security duties
- Development and enforcement of safety and security regulations
- Development of emergency operating procedures to maximize transit system response effectiveness and minimize system interruptions during emergencies
- Provision of proper training and equipment to employees to allow an effective response to safety/security incidents and emergencies, including vehicle evacuation

Developing an effective notification and reporting system for safety/security incidents and emergencies

Designating a Point of Contact (POC) to manage the PTSSP

Supporting and communicating safety, security and emergency preparedness as top priorities to all employees

Developing relations with outside organizations that may participate in and contribute to the PTSSP, including local public safety and emergency planning agencies

Contracted Service Provider Admin Staff specific responsibilities include:

Be responsible for successfully administering the SSEPP and establishing, monitoring, and reporting on the company's security and emergency preparedness objectives

Review current company safety, security and emergency policies, procedures, and plans, and identifying needed improvements on a semi-annual basis

Develop and implement plans for addressing identified improvements

Coordinate with local public safety agencies, local community emergency planning agencies, and local human services agencies to address security and emergency preparedness; including participation in formal meetings and committees

Develop, publish, and enforce reasonable procedures pertinent to company activities for security and emergency preparedness

Provide adequate driver training and continuing instruction for all employees (and volunteers and contractors) regarding safety, security and emergency preparedness

Review new company purchases to identify safety and security related impacts

Ensure performance of at least one emergency exercise annually

Having full knowledge of all standard and emergency operating procedures

Ensuring that drivers make safety, security and emergency preparedness a primary concern when on the job

Complying fully with the PTSSP regarding any accident investigations, as well as listening and acting upon any safety or security concerns raised by the drivers

Immediately reporting security concerns to the Transit Operations Manager or his/her point of contact

In addition, when supporting response to an incident, Transit Manager, ADA Coordinator, and Contracted Service Provider Admin Staff:

Provide leadership and direction to employees during safety and security incidents

Determine when to call for assistance

Make decisions regarding the continuance of operations (City of Concord and City of Kannapolis)

Respond to safety or security-related calls with police officers when required, victim/witness information gathering and general on-scene assistance

Complete necessary safety and security-related reports

Coordinate with all outside agencies at incident scenes

Assist employees in proactive planning for their family's safety during a community emergency

Set up callout procedures to be used during normal operating hours and after normal operating hours

Contracted Service Provider Admin Staff responsibilities include:

Ensuring all pre-employment screening processes are carried out effectively

Being aware of employee disciplinary action that may result in the affected employee becoming a risk to Rider Transit facilities, systems, passengers, employees or other assets

Educating employees on employee safety and security policy and procedures

Ensuring that all training materials are current and reflect the best practices established by the transit industry

Providing accurate and timely information regarding safety, security and emergency response incidents and activities

Road Supervisors

Supervisors are responsible for communicating the company's safety, security and emergency preparedness plan and procedures to all employees, volunteers and contractors. For this reason, supervisors must have full knowledge of all safety and security rules and policies. Supervisors must communicate those plans and procedures to operations personnel in a manner that encourages them to incorporate emergency management practices into their everyday work. The specific responsibilities of supervisors include the following.



Having full knowledge of all standard and emergency operating procedures and will be trained in the National Incident Command System (NIMS).

Ensuring that drivers make safety, security and emergency preparedness a primary concern when on the job.

Cooperating fully with the SSEPP regarding any accident investigations as well as listening and acting upon any safety or security concerns raised by the drivers.

Immediately reporting safety & security concerns to the SSEPP POC.

### **Contracted Service Provider Drivers**

In addition to the general responsibilities identified for all personnel, drivers are responsible for exercising maximum care and good judgment in identifying and reporting suspicious activities, in managing safety/security incidents and in responding to transit and community emergencies.

Each driver:

Conduct vehicle security inspections

Take charge of a safety or security incident scene until the arrival of supervisory or emergency personnel

Collect fares in accordance with company policy (if applicable)

Attempt to handle minor non-threatening rule violations

Respond verbally to complaints

Attempt to defuse minor arguments

Determine when to call for assistance

Maintain control of the vehicle

Report all safety and security incidents to dispatch

Complete all necessary security related reports

Support community emergency response activities as directed by company policies, plans and procedures

### **Contracted Service Provider Dispatchers**

Receive calls for assistance

Dispatch supervisors and emergency response personnel

Coordinate with law enforcement and emergency medical service communications centers

Notify supervisory and management staff of serious incidents

Establish on-scene communication

Complete any required security related reports

Provide direction to on-scene personnel

### **Contracted Service Provider Maintenance Department**

Conduct vehicle safety & security inspections

Report suspicious behavior, packages, or situations

Report vandalism

Report threats and vulnerabilities of vehicle storage facilities

Provide priority response to safety and security critical items such as lighting

Maintain facility security & alarm systems

### **All Personnel**

It is important that Rider Transit personnel understand and adopt their specific roles and responsibilities, as identified in this PTSSP, thereby increasing their own personal safety and security and that of their passengers during normal operations and in emergency conditions.

To ensure the success of the PTSSP, the following functions are performed by Rider Transit personnel:

All suspicious activity, no matter how insignificant it may seem, is reported to the Transit Director or Transit Manager or his/her designee.

All security incidents are immediately reported.

Proper judgment is used by following crisis management guidelines when managing dangerous passengers and potentially volatile situations.

All security and emergency preparedness training, including drills and exercises, is attended.

Personnel review and become familiar with, and operate within, all security and emergency preparedness procedures for the assigned work activity.

The Contracted Service Provider Admin Staff or his/her designee is notified when a physical or mental condition, or required medications or therapies, may impair the ability of an employee to perform security or emergency preparedness functions.

#### 4 CRITICAL ASSETS– IDENTIFYING THE IMPORTANT ELEMENTS OF OUR ORGANIZATION REQUIRING PROTECTION

##### 4.1. - OVERVIEW

In security terms, Rider Transit's assets are broadly defined as people, information and property. In public transportation, the people include passengers, employees, visitors, contractors, vendors, nearby community members and others who come into contact with the system. Information includes operating and maintenance procedures, vehicle control and power systems, employee information, computer network configurations and passwords, and other proprietary information. Assets are critical when their loss either endangers human life or impacts Rider Transit's ability to maintain service. In reviewing assets, the transportation system has prioritized which among them has the greatest consequences for the ability of the system to sustain service. These critical assets may require higher or special protection.

##### 4.2. - ASSET ANALYSIS

In identifying and analyzing critical assets for the entire system under the full range of operational conditions, a simple process called “asset criticality valuation” has been performed by Rider Transit. This process helps Rider Transit’s management to prioritize the allocation of limited resources in protecting the most vital elements of its operation. In this asset analysis, Rider Transit has considered the following:

The value of the asset, including current and replacement value

The value of the asset to a potential adversary

Where the asset is located

How, when and by whom an asset is accessed and used

If these assets are lost, what is the impact on passengers, employees, equipment, public safety organizations, the general public and our transportation operation?

#### 4.3 ANALYZING HAZARDS AND THREATS

While safety addresses the day-to-day issues of transporting passengers in the community safely and without accident, security deals with the entire transit system and the potential for threats against it. Security also includes Rider Transit as part of the larger community and the response within the community to environmental hazards, criminal or terrorist acts, or natural disaster.

The Rider Transit Threat and Vulnerability Assessment provides an analytical process that considers the likelihood of a specific threat endangering the system. These assessments use a combination of quantitative and qualitative techniques to identify security requirements, including historical analysis of past events, intelligence assessments, physical surveys and expert evaluation. Effective Threat and Vulnerability Assessments include:

1. Human and physical asset analysis
2. Risk Assessment
3. Threat Identification and Assessment
4. Vulnerability Assessment
5. Consequence Assessment

## 6. Calculation of Risk

## 7. Prioritizing Needs

### 1. What Is a Risk Assessment?

A risk assessment evaluates and compares consequences, vulnerabilities, and threats of potential attacks on critical infrastructure. Development of risk data provides an ability to identify critical assets and their vulnerabilities to threats, to develop and implement countermeasures, and to monitor and improve program effectiveness. This analysis is guided by clear investigation of three critical questions:

Which assets can we least afford to lose?

What is our responsibility to protect these assets?

Where do we assume total liability for risk, and where do we transfer risk to local public responders, technical specialists, insurance companies, and the Federal government?

### 2. Threat Identification and Assessment

A threat is any action with the potential to cause harm in the form of death, injury, destruction of property, interruption of operations or denial of services. Rider Transit's threats include accidents and incidents, hazardous materials, fires, acts of nature or any event that could be perpetrated by criminals, disgruntled employees or terrorists.

Threat analysis defines the level or degree of the threats by evaluating the probability and impact of the threat. The process involves gathering historical data about hazardous or threatening events and evaluating which information is relevant in assessing the threats against Rider Transit. Some of the questions answered in our threat analysis include:

How safe are vehicles and equipment?

How secure is the transportation facility?

What event(s) or act(s) of nature has a reasonable probability of occurring?

Have similar-sized agencies been targets of criminal or terrorist acts in the past?

How significant would the impacts be?

The next step is to identify a set of viable threats to your Elements of Operation. Rider Transit uses a method used to identify the threats to the company's Elements of Operation is the collection of historical data through incident reports submitted by drivers and supervisors and information provided by local law enforcement and contractors, events which have occurred to other companies, and terrorist acts and activities that could affect company operations.

Information resources include the following:

Driver incident reports

Risk management reports

Facility security inspection reports

Bus maintenance reports

Marketing surveys

Passengers' communication ex. complaints, survey comments

Management's written concerns

Staff meeting notes

Federal, state and local law enforcement and Homeland Security Advisories

National Threat Levels determined by the Department of Homeland Security

Statistical reports

Special requests

Type of incidents

Crimes against persons  
Crimes against property  
General incidents  
Disposition of incidents

The threats that are most likely to occur include the following disruptive incidents:

    Drunkenness  
Disorderly conduct  
Disputes  
Minor assaults

Other potential occurrences include:

    Road Rage  
Robberies  
Hijacking  
Improvised Explosive Devices  
Biological or Chemical Weapons

Threats are evaluated on the relative likelihood of a criminal or terrorist act occurring. However, this is not likelihood in the traditional sense of the word, since there are not sufficient historical data to know the probabilities of any future terrorist acts; it is simply used as a good substitute.



### 3. Vulnerability Assessment

A vulnerability is anything that can make an agency more susceptible to a threat. This includes vulnerabilities in safety/security procedures and practices involving transit facilities, transit equipment and transit staff. Vulnerability analysis identifies specific weaknesses to hazards and threats that must be mitigated.

The next step is to evaluate the vulnerability of the Elements of Operations to each of the identified threats.

Security testing and inspections are conducted to assess the vulnerability of Rider Transit's Element of Operations to each threat. Testing and inspection includes the following three-phase approach:

Equipment preparedness - to ensure that security equipment is operable and in the location where it belongs

Employee proficiency - To ensure that employees know how and when to use security equipment

System effectiveness - To evaluate security by employing security system exercises, including exercises with governmental/law enforcement agencies.

Safety Risk and Threat Vulnerability Assessment

| Elements of Operations<br>(Assets) | Unacceptable Passenger Behavior | Attack on Passenger | Attack on Driver | Robbery | Hijacking | Bomb | Radiological | Biological | Chemical | Fire | Flood | Earthquake | Hurricane | Tornado | Snow/Sleet/Ice |
|------------------------------------|---------------------------------|---------------------|------------------|---------|-----------|------|--------------|------------|----------|------|-------|------------|-----------|---------|----------------|
| <i>*Maintenance Facility</i>       | 4E                              | 4E                  | 4E               | 3D      | 2E        | 2E   | 2E           | 2E         | 2E       | 2D   | 3D    | 3E         | 3D        | 2C      | 3C             |
| <i>*Rider Transit Center (All)</i> | 3C                              | 3D                  | 3D               | 3D      | 2E        | 2E   | 2E           | 2E         | 2E       | 2D   | 3D    | 3E         | 3D        | 2C      | 3C             |
| <i>*Fixed Route Vehicles</i>       | 3C                              | 3D                  | 3D               | 2D      | 2E        | 2E   | 2E           | 2E         | 2E       | 2D   | 3E    | 3E         | 3D        | 2C      | 3C             |
| <i>*LTVs</i>                       | 3D                              | 3E                  | 3E               | 3D      | 2E        | 2E   | 2E           | 2E         | 2E       | 2D   | 3E    | 3E         | 3D        | 2C      | 3C             |
| <i>*Transit Vans</i>               | 3D                              | 3E                  | 3E               | 3D      | 2E        | 2E   | 2E           | 2E         | 2E       | 2D   | 3E    | 3E         | 3D        | 2C      | 3C             |
| <i>*Non-Revenue Vehicles</i>       | 4E                              | 4E                  | 4E               | 3E      | 2E        | 2E   | 2E           | 2E         | 2E       | 2D   | 3E    | 3E         | 3D        | 2C      | 3C             |

In the Vulnerability Matrix above, Rider Transit can make ongoing assessments concerning the vulnerability of each Element of Operation to each identified threat. Vulnerability ratings should be based on an evaluation of current security procedures, equipment, and training.

## Threat Severity Matrix Scoring System

Using a scale of 1 to 4, rate each element of Rider Transit’s vulnerability to all identified threats, with one being the least vulnerable, to four being the most vulnerable (attack is likely to significantly impact the element of operations). Ratings should be based on an evaluation of current security procedures, equipment, and training. Notes should be kept for each asset, identifying specific vulnerabilities or security gaps.

| Category | Severity     | Characteristics   |
|----------|--------------|---|
| 1        | Catastrophic | Death or System Loss  |
| 2        | Critical     | Severe Injury, severe occupational injury, or major system damage > \$250,000 |
| 3        | Marginal     | Minor injury, minor occupational injury, or minor system damage < \$250,000   |
| 4        | Negligible   | No injuries, illness or service impact  |

### Vulnerability/Probability Matrix Scoring System

Using a scale of A to E, rate each element of Rider Transit’s vulnerability to all identified threats, with A being most likely to occur, E being the least likely/highly improbable. Ratings should be based on an evaluation of current security procedures, equipment, and training. Notes should be kept for each asset, identifying specific vulnerabilities or security gaps.

| Description | Level | Specific Individual/Item                                 | Fleet or Inventory                        |
|-------------|-------|--|---|
| Frequent    | A     | Likely to Occur  | Continuously experience                   |
| Probable    | B     | Will occur several times in the life of an item          | Will occur frequently                     |
| Occasional  | C     | Like to occur at some time in the life of an item        | Will occur several times                  |
| Remote      | D     | Unlikely but possible to occur                           | Unlikely but reasonably expected to occur |
| Improbable  | E     | So unlikely that it can be assume may not be experienced | Unlikely, but possible                    |

# Threat & Vulnerability Resolution Matrix

Using a scale of 1 to 4, rate each the relative consequence of each identified threat against each element of Rider Transit’s operations, with one representing the least consequence, to four representing the greatest consequence. Consequence ratings should be based on an evaluation of all potential impacts, including: casualties, business impact, economic impact, and replacement cost.

Frequency of Occurrence

Vulnerability Categories

|            | Catastrophic | Critical | Marginal | Negligible |
|------------|--------------|----------|----------|------------|
| Frequent   | 1A           | 2A       | 3A       | 4A         |
| Probable   | 1B           | 2B       | 3B       | 4B         |
| Occasional | 1C           | 2C       | 3C       | 4C         |
| Remote     | 1D           | 2D       | 3D       | 4D         |
| Improbable | 1E           | 2E       | 3E       | 4E         |

|  |   |
|--|---|
|  | Unacceptable                                |
|  | Unacceptable (Management decision required) |
|  | Acceptable with review by Management        |
|  | Acceptable without review                   |

#### 4. Consequence Assessment

The next step in the risk assessment is to evaluate the consequence of each of the identified threats to the Elements of Operations. The consequence of an event will include a number of impacts to Rider Transit customers and the Cities of Concord and Kannapolis, including: casualties, business impact, economic impact, and replacement cost.

#### 5. Calculation of Risk

The final step in the risk assessment is to calculate a level of relative Risk for each of the identified threats against each Element of Operations. The level of relative Risk is calculated as the product of the Threat rating, the Vulnerability rating, and the Consequence rating.

$$\text{Risk} = \text{Threat} \times \text{Vulnerability} \times \text{Consequence}$$

#### 6. Prioritizing Needs

The last step is to decide which vulnerabilities need to be addressed, the order in which they should be addressed, and the relative value of various risk mitigation solutions.

High-risk threats to Elements of Operations should be identified and prioritized. Reviewing the notes that were developed as part of the vulnerability assessment, specific risk reduction measures should be identified. These measures include security systems or devices, personnel, response capabilities, training, or exercises with the ultimate goal of reducing those risks.

## 5 REDUCING VULNERABILITIES

### 5.1 OVERVIEW

Rider Transit follows the guidelines provided by the Federal Transit Administration's (FTA) description of Core Elements addressing Model Transit Vehicle Safety Programs in our internal focus on safety and the FTA's Public Transportation System Security and Emergency Preparedness Planning Guide in our internal focus on security.

## 5.2 HIRING AND TRAINING

### **DRIVER SELECTION**

Driver selection is critical to Rider Transit's safe transit operations. The driver of a Rider Transit vehicle is directly responsible for the safety of his or her passengers and also the safety of other drivers who share the road with the transit vehicle. It is the responsibility of the Contracted Service Provider to hire and maintain records consistent with their individual Employee Policies and Procedures and Rider Transit's policies and procedures.

### **DRIVER TRAINING**

Driver training is critical to Rider Transit's safe transit operations. The driver of a Rider Transit vehicle is directly responsible for the safety of his or her passengers and also the safety of other drivers who share the road with the transit vehicle.

All personnel will receive emergency response and evacuation training for facility and service vehicle related events **and view the Run Hide Fight – Active Shooter video (with NCDPS intro) during new hire training.**

All personnel will view **“System Security Awareness for Transit Employees – Warning Signs”** and **“The Mark”** video presentations (Federal Transit Administration / National Transit Institute) **during new hire training.**

All employees will receive **“System Security Awareness for Transit Employees – Warning Signs”** and **“The Mark”** refresher training on an annual basis.

All applicable personnel will receive **Transit Watch Training** as soon as possible after hire.

A mock system shutdown or a mock local security incident will be scheduled to monitor company and employee preparedness and to determine areas for improvement. A review of all security incidents will be conducted on an annual basis to identify improvements to training and exercising. Any improvements identified will be incorporated into future employee training and exercising.

### 5.3. - STRATEGIES TO MINIMIZE KNOWN THREATS AND VULNERABILITIES

Key strategies that Rider Transit employs to minimize the types of threats and vulnerabilities that potentially exist include:

Development and deployment of policies and procedures that address known hazards, threats and vulnerabilities

Discussion of other actions, strategies and procedures that might help safeguard against unknown/unforeseen threats and vulnerabilities

Training of drivers and other agency staff on all safety and security policies and procedures

Training of drivers and other agency staff on methodologies for handling safety and security emergencies

Training of drivers and staff on proper and effective use of emergency equipment and communication technologies and protocol

Purchasing sufficient insurance to adequately finance employee, customer and community-related medical expenses, along with replacement value of equipment and property loss after a safety/security incident

### 5.4. - IDENTIFIED TRANSIT SYSTEM HAZARDS AND THREATS

Rider Transit has completed a Threat and Vulnerability Assessment for the following hazards and threats as defined by Rider Transit Policies and Procedures:

Accidents and Incidents

Acts of Nature

Critical Infrastructure

Hazardous Materials



Criminal Activity

Terrorism

Cyber Attacks

#### 5.5. - STRATEGIES TO MINIMIZE UNKNOWN THREATS AND VULNERABILITIES

Rider Transit initiates discussions about the types of security threats and vulnerabilities not yet defined that might impact its transit operations, and it provides for periodic discussions to maintain a focus on safety/security. Mitigation strategies include:

Emphasis on company personnel awareness

Participation in local law enforcement and emergency response training and drills

Review of local law enforcement and emergency response materials

Analysis of safety and security incidents and suspicious activities to refine and improve courses of action including:

Identifying potential and existing problem areas

Developing and refining action plans

Implementing the plans

Measuring results

Hosting an annual meeting with local law enforcement

Annual meeting with local emergency management agency

Review of company emergency plans

Review of TSA documentation on system security and emergency preparedness

Coordinate with DHS/TSA

Posting of contact data for law enforcement and DHS/TSA

Conducting security surveys as a formal threat and vulnerability analysis process and sharing the results with local law enforcement

Local police notification/participation in employee discharge and/or discipline process as needed

Evaluation of safety/security/emergency response procedures for completeness and accuracy

Participation by local law enforcement in training of new drivers as requested to increase awareness in security matters

Presentations by local police and company personnel to employees, the public or other groups interested in security matters

Development and distribution of crime prevention information on company brochure for passengers and the public

Conducting criminal background investigations of employment applicants

Conducting inspections of facilities

Conducting security awareness training for employees, contractors and volunteers

Conducting safety & security inspections

Identifying and purchasing necessary security technologies

Conducting crisis training for employees

Defining system shutdown protocols

Conducting mock system shutdown

Coordinating with public emergency response organizations

Conducting Business Continuity Exercise

Practical exercises such as Accident/Incident response, bomb threat procedures, fire drills and other relevant training activities

## 6 POLICIES AND PROCEDURES

### 6.1. - OSHA REQUIREMENTS

Rider Transit inspects its facilities and staff working conditions in order to ensure that the agency is a safe working environment and compliant with all applicable OSHA requirements.

### 6.2. - EMERGENCY OPERATIONS POLICIES

Rider Transit has procedures in place that address emergency response. Particular attention is given to the following issues:

### **Checking Weather and Other Hazardous Conditions**

At Rider Transit, management is responsible for checking weather and other reports to ensure it is safe to send vehicles on the road. Drivers performing their routes continuously assess road conditions, evaluating weather, construction, accidents and other situations to ensure it is safe to proceed. Every effort is made to avoid sending drivers on routes if it is unsafe to do so. However, if a condition arises requiring a driver to abort a route, the dispatcher will contact the driver (or the driver will alert the dispatcher), and the dispatcher will provide instructions on how to proceed.

### **Communication Systems**

Rider Transit Radio and communication procedures are listed below.

To ensure the safety of our drivers and passengers and to enhance the performance of our operations, all Rider Transit employees are familiar with two-way radio 19

operations and we have provided for continued operation of our communication system after normal office hours. Basic radio operation procedures are as follows:

Staff, using the two-way radio, follows the standard use practices of the FCC. Profanity, abusive language, or other inappropriate transmissions are not allowed, and could result in disciplinary action.

All transmissions are as brief as possible.

All base stations and vehicle units are tuned to the appropriate assigned frequency at all times.

Staff initiates communications by first stating who they are calling, and then who is making the call.

Except in the event of an emergency, all staff listens for five seconds before transmitting to ensure there are no transmissions in progress. Other units' transmissions are not interrupted unless it is an emergency.

When an emergency is declared, all non-emergency transmissions will cease until a supervisor clears the emergency.

In the event of an emergency, communications are established on the primary frequency and are then immediately shifted to the secondary frequency. The nature of the emergency and what assistance is required is stated. To ensure appropriate help arrives promptly, staff transmits the following items as soon as possible:

- Who they are and their location, in detail
- What assistance they need
- How many passengers they have and the nature of their condition(s)

Staff not involved with the emergency stay off the radio; communications are between Dispatch and the unit requesting assistance. After initial contact, emergency communications may also take place between a supervisor and the unit, or between Dispatch and a supervisor.

### **Normal Hours Emergency Response Policy**

When an outside emergency occurs in the community and specifically designated officials declare a state of emergency, which requires transit agency participation, response, or awareness, the City of Concord Division of Emergency Management or City of Concord City Manager's office will contact the Transit Director or his Designee. During normal hours the policy followed is:

Initial contact is made by the, using the City of Concord Division of Emergency Management or City of Concord City Manager's office.

The most senior person on duty is the initial Rider Transit Emergency Response Coordinator (ERC). The ERC gives the individual calling a telephone number (or other means through which the ERC will remain constantly available) for updated emergency information communications during the emergency.

The ERC performs the following functions:

Contacts the most senior person on duty with the Contracted Service Provider

Coordinates contacting all on-duty vehicles (by radio) to notify them that they are needed for an emergency response

Directs all affected drivers to unload their passengers at a designated point and proceed to the staging area designated by Rider Transit

Records an approximate time of arrival (estimated time of arrival - ETA) at that staging area with notification upon arrival

Calls employees on the emergency phone list, informing them that Rider Transit is responding to a community emergency.

The ERC remains in charge of all response activities throughout the emergency unless relieved by a more senior manager.

The ERC has the authority to allocate all Rider Transit personnel and equipment as necessary to respond to the emergency at hand.

The ERC continues to make efforts to contact all Rider Transit personnel.

The ERC provides personnel and resources in the quantities requested and to various locations as may be directed by the emergency manager or his/her designee.

The ERC remains on-duty in an active status until relieved or directed by the City of Concord Division of Emergency Management or City of Concord City Manager's office that the transit agency's participation in the emergency response is no longer required.

### **After Hours Emergency Response Policy**

When an outside emergency occurs in the community that requires transit agency participation, response, or awareness, the local emergency manager contacts Rider Transit. After normal operating hours, the policy followed is:

Initial contact is made by the City of Concord Division of Emergency Management or City of Concord City Manager's office using the emergency contact list Rider Transit has supplied.

Either the person receiving the call or the most senior person available is the initial Rider Transit Emergency Response Coordinator (ERC). The ERC gives the individual calling a telephone number (or other means) by which the ERC remains available for communications during the emergency.

The ERC begins to call persons listed on the internal contact list, informing them that Rider Transit is responding to a community emergency. During this stage, the ERC coordinates the opening of the transit facility where Rider Transit vehicles are located.

The ERC remains in charge of all response activities throughout the emergency unless relieved by a more senior manager.

The ERC has the authority to allocate all Rider Transit personnel and equipment as necessary to respond to the emergency at hand.

The ERC continues to contact all Rider Transit personnel.

The ERC provides personnel and resources in the quantities requested and to various locations as may be directed by the emergency manager or his/her designee.

The ERC remains on duty in an active status until relieved or directed by the City of Concord Division of Emergency Management or City of Concord City Manager's office that the transit agency's participation in the emergency response is no longer required.

The ERC maintains time annotated log of all activities as well as contact log.

### 6.3. - DRUG AND ALCOHOL POLICIES

A critical element of Rider Transit's commitment to safe operations is ensuring that our employees are not impaired due to the misuse of alcohol, prescription drugs, or over-the-counter medications or the abuse of illegal drugs. Rider Transit's Contracted Service Providers follow specific drug and alcohol protocols.

Rider Transit's Contracted Service Providers follow the requirements set forth under 49CFR Part 655 and 49CFR Part 40 Amended as mandated by the FTA and by the City of Concord Drug and Alcohol Policy in City of Concord Human Resources

Department Personnel Policies and Procedures Version 4.10.2020. The bottom line is protection of the riding public and transit employees, and all efforts are geared toward this end.

## 7 VEHICLE READINESS

### 7.1. – ON-BOARD SAFETY EQUIPMENT

It is the policy of Rider Transit to maintain fully stocked spill kits, fire suppression equipment, vehicle emergency equipment and emergency instructions in all vehicles.

### 7.2. – DRIVER'S VEHICLE CHECKLIST

Rider Transit drivers complete a vehicle pre-trip inspection checklist via ZONAR when putting a vehicle into service. This pre-trip inspection is consistent with safety and security requirements consistent with Contracted Service Provider's and Rider Transit's policies and procedures.

### 7.3. - VEHICLE MAINTENANCE

Rider Transit provides proper maintenance of fixed-route vehicles, paratransit vehicles, and equipment critical to the continued safe operation of the transit system. Unsafe vehicles present unnecessary hazards to drivers, passengers and other vehicles on the road. Basic vehicle maintenance practices regularly address safety-related vehicle equipment to ensure that no unsafe fixed-route vehicles are dispatched for service. Safety-related vehicle equipment includes:

Service brakes and parking brake

Tires, wheels and rims

Steering mechanism

Vehicle suspension

Mirrors and other rear vision devices (e.g., video monitors)

Lighting and reflectors or reflective markings

Lifts and ramps

On-board camera surveillance systems

Most safety-related equipment is inspected during a pre-trip inspection to ensure that the vehicle is fit for service. Rider Transit has an established formal plan to address the maintenance requirements of our vehicles and equipment. The fixed-route vehicle maintenance program addresses the following categories:

**Daily servicing needs** – This relates to fueling, checking and maintaining proper fluid levels (oil, water, etc.), vehicle cleanliness, pre- and post-trip inspections and maintenance of operational records and procedures.

**Periodic inspection** – These activities are scheduled to provide maintenance personnel an opportunity to detect and repair damage or wear conditions before major repairs are necessary. Inspection items include suspension elements, leaks, belts, electrical connections, tire wear and any noticeable problems.

**Interval-related maintenance** – This focus is to identify wear, alignment or deterioration problems of parts or fluids. Replacement intervals of these items are determined through transit agency experience and manufacturer recommendations.

**Failure maintenance** - Regardless of the preventative maintenance activities, in-service failures will occur. When a failure is encountered that makes the vehicle unsafe or unable to continue operation, the vehicle is removed from service and returned to the garage for repair.

## 8 VEHICLE STORAGE

Rider Transit fixed-route vehicles are stored in a well-lighted fenced-in area outdoors. Paratransit vehicles are also in a well-light area, outdoors, but without a fence. The facility at 2030 Wilshire Court SW Concord, NC 28025 also has a recorded video surveillance system.

### 8.1. OVERVIEW



Rider Transit is committed to focusing on organizational emergency planning activities and preparing its transit staff to react to any potential threatening event. We understand that hazard and threat reaction planning and preparation is a dynamic and ongoing process, which requires constant attention and organizational energy.

## 8.2. HAZARD AND THREAT REACTION

Rider Transit has established procedures and trains employees on appropriate reaction to hazards and threats in a manner consistent with information in Contracted Service Provider's and Rider Transit's policies and procedures and training address the following hazards and threats:

- Accidents and Incidents - Transit vehicle accidents
- Transit passenger accidents
- Employee accidents and incidents

### Acts of Nature - Floods

- Winter weather
- Tornadoes
- Thunderstorms
- Fires

### Organizational Infrastructure - Vandalism and trespassing

- Theft and burglary
- Workplace violence
- Vehicle fires
- Facility fires
- Bomb threats and dangerous mail

### Hazardous Materials - Blood-borne pathogens

- Toxic incidents
- Fuel-related events

Criminal Activity - Conflict, violence or shooter on vehicle

- Hostage situations on vehicle

Domestic or International Terrorism - Improvised explosive devices

- Chemical, biological and radiological release

### 8.3. HAZARD AND THREAT PROTOCOLS

Rider Transit developed specific protocols to address hazards and threats based on an identification of our vulnerabilities.

Specific protocols addressed are:

Serious transit vehicle accident/incident

Contractor serious accident/incident

Transit vehicle fire

Suspicious item on transit vehicle

Suspicious item on or near transit facility

Dangerous person(s) on transit vehicle

Dangerous person(s) on transit property

Shooter or hostage situation on transit vehicle

Community evacuation

Transit system shutdown

### 8.4 TRANSIT INCIDENT MANAGEMENT

Rider Transit frontline employees may be responsible for managing security incidents and threats (potential or actual). These employees are taught to assess the situation and decide on the appropriate action. It is also their responsibility to manage incidents and threats until emergency responders arrive. They are instructed to serve as a resource to emergency responders until the incident or threat is resolved.

Rider Transit follows the procedures and trains employees on incident management based on the methodologies and practices including:

Incident management priorities

Incident management requirements

Incident management constraints

Incident management steps

Emergency information dissemination

Incident recovery

## 9 ACTIVATING AND UPDATING PTSSP

### 9.1. OVERVIEW

Rider Transit management is committed to provide safe, secure and reliable services for its passengers and employees. It is committed, as well, to be a safety, security and emergency preparedness resource to the community, region and state. Toward this end, the PTSSP is an important and ongoing cornerstone of this system's transit operation.

### 9.2. ACTIVATION

This PTSSP has been activated through a Memorandum of Executive Approval, which has been shared with all employees of Rider Transit and all key officials and stakeholders within the community.

### 9.3. EVALUATION AND MODIFICATION OF THE PUBLIC TRANSPORTATION SYSTEM SAFETY PLAN

This PTSSP is a "living document" and addresses issues associated with system security and emergency preparedness on a timely and proactive basis. It is incumbent upon all appropriate personnel of the Rider Transit to constantly

evaluate the effectiveness of this PTSSP and the effectiveness of its implementation.

The PTSSP is thoroughly reviewed periodically (annually at a minimum). Any changes in information are updated more frequently, on an as-needed basis. Rider Transit management is responsible for this review. The review includes the following factors:

Reviewing factual information, including names and phone numbers contained in the plan

Reevaluating employee knowledge and awareness

Revising programs and procedures included in the PTSSP

Performing an annual review of chain of command and updating information as appropriate

Coordinating with designated backup locations that are to be used for operational relocation during an emergency, ensuring they are cognizant of agreements in place

In addition to regular, periodic reviews, certain events may require revision to the PTSSP, including, for example, the following:

The addition of new members to the organization and outside the organization with specific roles identified in the PTSSP

New operations or processes that affect the PTSSP

New or renovated facilities or changes in layout

Changes in relationships with outside agencies

Changes in the identification of potential threats and accompanying vulnerabilities

Following use of the PTSSP in emergency situations, Rider Transit Management reviews the organization's response against the procedures and requirements outlined in the PTSSP. Based on this review, Management identifies areas that can be improved or adjusted in the plan to ensure more effective responses in the future.

#### 9.4. UPDATING **THE PUBLIC TRANSPORTATION SYSTEM SAFETY PLAN**

After internal and external evaluations, and based upon PTSSP review findings, Rider Transit management will revise this PTSSP and any supporting documentation and training requirements to reflect new practices, policies and procedures. The revised PTSSP accompanied by a Minutes with approval of adoption from the Concord Kannapolis Transit Commission, City of Concord City Council, and the Cabarrus Rowan Metropolitan Planning Organization, and will then be shared with all transit employees and all key officials and stakeholders within the community.

Capabilities Assessment Section

Section 1: Security Awareness & Threat Management

1. Does your system check the Homeland Security Advisory Threat Condition (<http://www.whitehouse.gov/homeland/>)?

Yes  No  N/A  Comment:

Rider Transit also receives communication from Surface Transportation Information Sharing and Analysis Center (ST-IAC)

2. Has your system performed a Terrorism Vulnerability Self-Assessment, as recommended by the Federal Bureau of Investigation (FBI), in cooperation with local law enforcement?

Yes  No  N/A  Comment

3. Does your system receive threat information and warnings from local law enforcement, state agencies, or other systems regarding local threat levels?

Yes  No  N/A  Comment

4. Do personnel at your system keep informed of major community activities and events?

Yes  No  N/A  Comment

5. Are personnel at your system aware of ongoing law enforcement concerns regarding specific communities or events that may be targeted for terrorist activity?

Yes  No  N/A  Comment

6. Have system personnel been trained to challenge people who do not appear to belong in restricted areas or who do not have the appropriate identification displayed?

Yes  No  N/A  Comment

7. Does the system have procedures in place for reporting these occurrences in a manner that supports appropriate evaluation and decision-making by supervisors and management?

Yes  No  N/A  Comment

8. Does your system have policies in place to ensure that security, operations or maintenance personnel routinely check unattended public or open areas, such as rest rooms, stairways, parking garages, and elevators for unusual, out-of-place, or abandoned items?

Yes  No  N/A  Comment

9. Has the system trained personnel on recognizing and reporting unusual, out-of-place, or unattended objects?

Yes  No  N/A  Comment

10. Has your system reviewed its policies for managing these objects (i.e., identifying lost-and-found items and reporting suspicious objects to management for further review)?

Yes  No  N/A  Comment

11. Has your system incorporated security checks into policies for pre-trip inspections, vehicle cleaning, and vehicle fueling?

Yes  No  N/A  Comment:

Pre and Post-Trip Inspection involves security checks.

12. Have appropriate personnel at your system received and reviewed security and emergency management materials from the FTA?

Yes  No  N/A  Comment

## Section 2: Security & Preparedness Planning

1. Has management accepted responsibility for security vulnerabilities during the design, engineering, construction, testing, start-up, and operation of the transportation system related to rehabilitations, extensions, and modifications?

Yes  No  N/A  Comment

2. Has Executive Management endorsed a policy to ensure that security vulnerabilities are identified, communicated, and resolved through a process promoting accountability for decisions made?

Yes  No  N/A  Comment

3. Does your system have clear and unambiguous lines of authority and responsibility for ensuring that security is addressed at all organizational levels within the operation (including contractors)?

Yes  No  N/A  Comment

4. Does your system have access to personnel with security management experience, knowledge, skills, and abilities?

Yes  No  N/A  Comment

5. Does your system ensure that resources are effectively allocated to address security considerations?

Yes  No  N/A  Comment

6. Is the protection of passengers, employees, contractors, emergency responders, and the general public a priority whenever activities are planned and performed at the system?

Yes  No  N/A  Comment

7. Wherever possible, does your system guide design, engineering, and procurement activity with an agreed-upon set of security standards and requirements (including design criteria manuals, vehicle specifications, and contracting guidelines)?

Yes  No  N/A  Comment

8. Does your system routinely evaluate its capabilities to provide adequate assurance that the public and employees are protected from adverse consequences?

Yes  No  N/A  Comment

9. Has your system committed to developing security mitigation measures to prevent and manage security vulnerabilities?

Yes  No  N/A  Comment

10. Has your system appropriately documented its security measures in plans, procedures, training, and in project requirements, specifications, and contracts?

Yes  No  N/A  Comment

11. Does your system have a formal system security program documented in a system security program plan?

Yes  No  N/A  Comment

12. If yes, is the security plan current, reflecting current security operations and system configuration?

Yes  No  N/A  Comment

13. If no, does your system have plans in place to develop a security plan?

Yes  No  N/A  Comment

14. If no, prepare a brief list of all activities performed at your system that address security and preparedness concerns. (Include procedures for handling difficult people, workplace violence program, bomb threat management plan, procedures for identifying and reporting unusual occurrences, facility and vehicle evacuation and search procedures, coordination with local law enforcement, etc.)

Yes  No  N/A  Comment



### Section 3: Security & Preparedness Management

1. Does your system have a police or security department to implement the security program?

Yes  No  N/A  Comment

If yes, please describe organization and existing capabilities of this department? Attach description. Cities of Concord and Kannapolis Police Departments are available for security needs.

2. If no, does your system use adjunct security personnel to support security for administrative and non-revenue facilities?

Yes  No  N/A  Comment

3. If no, describe the activities performed by your system to coordinate security response with local law enforcement? Include MOUs and any reports that may be received regarding the occurrence of crime at the transportation system.

Yes  No  N/A  Comment

Attach description.

4. Does your system have specific plans for managing bomb threats, threats regarding the release chemical, biological or radioactive materials, and/or threats against specific individuals?

Yes  No  N/A  Comment

5. Does your system have specific plans to guide facility and vehicle evacuations and searches for unusual, out-of-place, or unattended packages?

Yes  No  N/A  Comment

6. Does your system coordinate with local law enforcement to ensure timely and effective response to identify a potential explosive device or other hazardous material?

Yes  No  N/A  Comment

7. Does your system coordinate its security activities with neighborhood watch programs, other community and business security programs, and school safety programs to support integrated and coordinated approaches to shared problems?

Yes  No  N/A  Comment

8. Has your system reviewed its procedures for managing mail and deliveries to assess security considerations?

Yes  No  N/A  Comment

9. Are your employees trained to recognize and report threatening behavior and those activities that could be associated with the placement of an explosive device or the potential release of a hostile agent into the transportation environment?

Yes No N/A Comment

10. Do your employees understand their roles and responsibilities for protecting passengers, other employees, and the general public from security threats?

Yes No N/A Comment

11. Have your employees received security-related training for dispute resolution and conflict management?

Yes No N/A Comment

12. Has your system developed a program to address workplace violence?

Yes No N/A Comment

13. Has your system provided local law enforcement and public safety organizations with transportation awareness training?

Yes No N/A Comment

#### Section 4: Threat & Vulnerability Assessment

1. Has your system ever conducted a formal threat and vulnerability assessment?

Yes No N/A Comment

2. Does your system have a current listing of its critical assets?

Yes No N/A Comment

3. Does your system have a current description of physical and procedural security measures in place to protect these assets?

Yes No N/A Comment

4. Does your system have a current assessment of specific threats to its operation?

Yes No N/A Comment

5. Has your system identified worst-case scenarios regarding security vulnerabilities to acts of terrorism and extreme violence?

Yes No N/A Comment

6. Has your system ever assessed its capabilities to identify and manage those activities that may indicate the release of a hostile agent in the transportation environment or placement of an explosive device?

Yes No N/A Comment

7. Does your system have a prioritized listing of current security vulnerabilities?

Yes No N/A Comment

8. Does your system have a current program in place to implement security measures that address these vulnerabilities?

Yes No N/A Comment

### Section 5: Physical Security

1. Does your system provide access control systems to protect administrative and non-revenue facilities?

Yes No N/A Comment

2. Does your system require that employees wear badges or other forms of identification?

Yes No N/A Comment

3. Does your system have procedures in place to verify access authorization for visitors, contractors, and delivery personnel?

Yes No N/A Comment

4. Does your system have procedures to log non-routine entries (e.g., visitors, personnel during off-shift, and personnel not normally assigned) to administrative and non-revenue facilities?

Yes No N/A Comment

5. Does your system have procedures to verify the identity of a visitor before issuing a badge, pass, or credential?

Yes No N/A Comment

6. Does your system have procedures to verify the access authorization of vehicles before they can be parked within 50 feet of administrative and non-revenue facilities?

Yes No N/A Comment

7. Does your system have inventory control procedures for access badges, uniforms, and equipment?

Yes  No  N/A  Comment

8. Does your system have procedures for reporting stolen badges, uniforms, or equipment?

Yes  No  N/A  Comment

9. Does your system issue advisories or bulletins regarding potential security threats?

Yes  No  N/A  Comment

10. Does your system screen personnel and packages before providing access to secure facilities (control center, revenue collection facilities, etc.)?

Yes  No  N/A  Comment

11. Does your system authorize the search of hand-carried items or packages entering or leaving a security area?

Yes  No  N/A  Comment

12. Does your system provide perimeter controls for administrative and non-revenue facilities, including fencing, gates, motion-detected lighting systems, etc.?

Yes  No  N/A  Comment

13. Does your system routinely patrol and/or inspect exterior security area perimeter barriers to verify integrity and detect unauthorized objects or conditions (e.g., excessive soil erosion under fence)?

Yes  No  N/A  Comment

14. Does your system follow pre-determined procedures to lock down and open administrative, non-revenue and passenger facilities each day?

Yes  No  N/A  Comment

15. Does your system have procedures to control the issuance of keys and combinations to locks and control panels?

Yes  No  N/A  Comment

16. Are your administrative and non-revenue facilities protected with intrusion detection alarm systems?

Yes  No  N/A  Comment

17. Are your administrative and non-revenue facilities covered by CCTV?

Yes  No  N/A  Comment

18. Identify other security systems in place to protect your system's administrative and non-revenue facilities?

Yes No N/A Comment

19. Does your system use security technology to support monitoring and management of passengers in stations, terminals, and on vehicles (examples include CCTV, emergency telephones, designated passenger waiting areas; emergency alarms on buses, alarms and intercoms on trains, and public address systems in stations)?

Yes No N/A Comment

20. Describe this technology. Attach description. If yes, please describe

CCTV at Rider Transit Center and Transdev Maintenance and Operations Facility, Silent Alarms on buses, emergency alarm on radios, video recording systems on buses, CAD/ALV and ZONAR

21. Has your system conducted blast hardening or mitigation as part of the station and administrative facility design or renovation process?

Yes No N/A Comment

22. Do vehicle barriers, blast barriers, or other perimeter controls that limit or deny direct vehicle access to critical assets protect your facilities?

Yes No N/A Comment

23. Please describe the security technology used by your police or security department (if applicable). Attach description.

Emergency alarm on all radios and emergency button in all vehicles to contact 911 – contact Cities of Concord and Kannapolis Police Departments for other measures

## Section 6: Emergency Response Capabilities

1. Does your system have an emergency plan?

Yes No N/A Comment

2. Does your system have emergency operating procedures?

Yes No N/A Comment

3. Does your system have an incident response plan for terrorism, as an appendix to the emergency plan or as a separate plan?

Yes No N/A Comment

4. Does your system coordinate with local public safety organizations on the development, implementation, and review of the emergency plan and procedures?

Yes No N/A Comment

5. Does your emergency plan specify use of the incident command system?

Yes  No  N/A  Comment

6. Have your employees been trained in the emergency plan and procedures?

Yes  No  N/A  Comment

7. Does your system conduct routine simulation drills, tabletop exercises, and refresher training?

Yes  No  N/A  Comment

8. Does your system coordinate its drilling and training for emergency response with local public safety organizations?

Yes  No  N/A  Comment

9. Does your system conduct briefings of after-action reports to assess performance during the simulation drill or exercise and identify areas in need of improvement?

Yes  No  N/A  Comment

10. Have members of your system participated in domestic preparedness training programs sponsored by the federal government (FEMA, FBI, DOD, etc.)?

Yes  No  N/A  Comment

11. Has your system participated in capabilities assessment readiness (CAR) exercise programs supported by the local EMA?

Yes  No  N/A  Comment

## Section 7: Previous Experience

1. Has your system experienced an emergency in the last 12 months?

Yes  No  N/A  Comment:

Tornado Warning which required shelter-in-place

2. If yes, were you satisfied with the system's level of response?

Yes  No  N/A  Comment

3. Has your system received a bomb threat in the last 12 months?

Yes  No  N/A  Comment

4. Has your system evacuated its facilities in the last 12 months as the result of a bomb threat?

Yes No N/A Comment

5. Has your system conducted a physical search of a facility in response to a bomb threat

Yes No N/A Comment

## Critical Asset Analysis

| <b>Critical Assets</b>                       | <b>Level of Criticality<br/>(Rate as High, Medium,<br/>or Low)</b> | <b>Level of Vulnerability<br/>(Rate as High, Medium,<br/>or Low)</b> |
|--|--|--|
| Gillig 35' Hybrid HD LF BRT                  | Medium   | Medium   |
| New Flyer Gillig 35' Hybrid HD LF BRT        | Medium   | Medium   |
| Ford E450                                    | Medium   | Medium   |
| Ford Transit 350                             | Medium   | Medium   |
| Non-Revenue Vehicles                         | Low  | Low  |
| SPX Genfare Odyssey Automated Farebox System | Low  | Low  |
| CAD/AVL System                               | Low  | Low  |
| Digital Fare Collection System               | Low  | Low  |
| Electronic Vehicle Inspection System         | Low  | Low  |
| Surveillance System on-board vehicles        | Medium   | Low  |
| Building Surveillance System                 | Medium   | Low  |
| Maintenance Operations Center                | Medium   | Low  |
| Transit Center                               | Medium   | Low  |
| Office Facilities and Equipment              | Medium   | Low  |
| Bus Stops                                    | Medium   | Medium   |
| Bus Shelters                                 | Medium   | Medium   |
| Operations Staff                             | High   | Low  |



|                   |        |     |
|-------------------|--------|-----|
| Maintenance Staff | Medium | Low |
| Admin Staff       | Low    | Low |

# Appendix



# Emergency

# Operations Plan

# Concord, NC

Transdev Services Concord

# Emergency Management Plan

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## Purpose

The purpose of this Emergency Operations Plan is to ensure the safety and preservation of lives and property, as well as an efficient, orderly return to normal conditions after an emergency.

This plan identifies the roles of the staff of Transdev of Concord in the event of an operational or facility emergency, both during and after business hours. It also details the roles and responsibilities of each department.

Transdev of Concord's Emergency Management Plan provides the fundamental guidelines for emergency situations and should be utilized in conjunction with good judgment and experience.



L. Patrice Gilliam-Miller / General Manager

**In the event of any emergency the General Manager will be notified immediately.**

## *Bomb Threat*

### **Take any/all threats seriously**

Review the emergency procedures and keep this policy in an easily accessible location.

### ***If a bomb threat is received:***

Stay as calm as possible

Listen carefully to the person making the threat Ask the questions  
on the Bomb Threat Checklist:

### **Appendix A**

Notify the appropriate Supervisor and/or Dispatch. If the bomb threat is for the building, do a quick search of the area for any unusual articles or packages. Do not disturb anything located; contact the appropriate Supervisor. The Dispatcher will evacuate the building following the procedures in the Facility Emergency Management Plan additionally, then proceed to notify law enforcements as well as the proper members of management.

If the bomb threat involves a bus, contact Emergency Services (911) and follow their directions. Do not notify the bus Operator until instructed to do so. Notify the appropriate Supervisor and the General Manager.

## *Inclement Weather/Local Emergency*

In the event of a severe thunderstorm, tornado, or flash flood warning, a notice will be broadcast over the bus radios on the citywide channel. If such a message is broadcast, Dispatch will call all buses with the following message:

"Attention all Operators, should you encounter weather conditions that pose a health and safety threat to you and your passengers, please use your good judgment to take immediate and appropriate steps for the safety of everyone on your bus, including informing Dispatch. However, management will work closely with the City of Concord's Transit Director should any further updates, warnings or closures be necessary.

Operators will be notified via radio and/or Dispatch." If you encounter an emergency situation are unsure what to do notify dispatch or the road supervisor for instructions.

When storm damage has been confirmed, the message to operators will be asfollows:

"Storm damage has been reported in our area. Should you encounter weather conditions that pose a health and safety threat to you and your passengers please take immediate action for your protection. If you should encounter any damage, debris or flooding that affects your route and/or schedule, please contact dispatch; you may be re-routed, or a Supervisor will be sent to your location to assist."

### ***Emergency Situations or Hazards Which May Threaten the Cities of Concord and Kannapolis***

Cabarrus County is exposed to a variety of hazards, all of which have the potential to disrupt the community, cause damage and create casualties. Potential hazards that Concord and Kannapolis may face include:

- Major fires
- Floods/Dam failure
- Tornados/Severe Thunderstorms
- Severe Winter Storms
- Hurricanes
- Power Failure
- Drought
- Earthquake
- Mass Casualty/Fatality
- Hazardous Material Incident
- National Security Emergency
- Civil Disorder

- Sabotage/Terrorism
- Aircraft Crash (civilian/military)
- Severe Bridge Damage/Collapse
- Public Utility Damage (phone, electricity, water, sewer, etc.)

In the event it becomes necessary to plan and implement disaster response or short-term recovery operations utilizing local resources, the City of Concord's Emergency Operations Center will contact the necessary departments. The City Manager, in coordination with Fleet Services and Transdev, will make public transportation resources available, as necessary, to assist in evacuation or other emergency efforts.

In the event the Cities of Concord and/or Kannapolis require emergency response assistance utilizing public transportation resources, the Emergency Operations Center will contact the General Manager, who will then call each department head. Department heads will notify employees in their respective departments, as needed.

If the telephone network is inoperable, notification will be made by the most expedient means necessary.

The General Manager, who will be in direct contact with the Emergency Operations Center, will direct the activities of each department.

# ***Fire on the Bus***

The most obvious signs of fire include:

- Burning odor/smell
- Smoke
- Flames

When any of these signs of fire are detected, the Operator should take the following steps to best ensure the safety of themselves and their passengers:

1. Stop the bus in a safe location
2. Check for fire
3. Contact Dispatch
4. Evacuate the bus if necessary

## **Stop the bus:**

Pull the bus over and stop in a safe location. Do not place passengers at further risk by obstructing traffic or stopping in a dangerous location. Place the bus in neutral, set the parking brake and turn off the bus. Contact Dispatch and inform them of what's going on. Make sure you give them the proper location of the bus, as well as any other information Dispatch may need. Remain calm. If you remain calm, it will reassure passengers and help prevent panic.

## **Check for Fire:**

Always take the fire extinguisher with you when checking for fires. The most immediate danger is inside the bus, so check there first. Then check the engine compartment and the tires, including the inside tires. There is always an elevated risk of fire after a collision. If you are involved in an accident, proceed as though a fire will occur.

## **If a Fire is detected:**

Stay calm and act promptly to put out the fire. If you are unable to put out the fire there is a fire suppression system latch behind the driver's seat, immediately pull latch to activate the system. If this fails passengers must be evacuated immediately.

Evacuation:



- Briefly state the emergency and the need for orderly evacuation
- Reassure your passengers to prevent panic
- Give clear directions. Point to the exits for the hearing impaired.
- Open both doors and, if necessary, the emergency exits as well.
- Direct the evacuation. Assist the elderly, the disabled and children.
- If time and safety allow, check through the bus to make sure that no one is left on the bus.

The most important factor in a safe and successful evacuation is the ability of the Operator to remain calm with the appearance of control.

Until other authorities arrive and assume responsibility, the emergency is not over. The Operator is still responsible for protecting passengers, the bus and Transdev. After evacuating the bus, make sure passengers wait a safe distance away. A minimum of 100 feet is considered safe. If there are injured passengers, make them as comfortable as possible until Emergency Services arrives at the scene. Do not provide first aid unless you are trained and willing to do so.

## Onboard Emergency

If an Operator experiences an incident on the bus that could be endangering/life threatening, the following procedure should be followed:

- Trigger the Emergency switch in the driver's compartment to notify Emergency Services
- Call Dispatch using radio code "Unit\_ to base, 10-33 Code (1, 2 or 3)".
- Dispatch will respond "All Buses - CODE 33. Unit\_, are you 11-40?" ***All other Operators should stay off the radio to allow Dispatch to communicate with the Operator who is Code 33.***
- Dispatch will direct the Operator who is Code 33 to turn to Channel 2. Dispatch will call Emergency Services and coordinate a response.
- When it is safe the Operator who is Code 33 should stop the bus in a safe location, give the location, unit number and bus number, as well as a brief description of the situation. In some cases, the bus should not stop in the location where the incident occurred. For example, if gunshots have been fired at the bus it is imperative that the bus and passengers be removed from harms way. The Operator should continue driving, and relay to Dispatch and/or Emergency Services what street they are on and their direction of travel. The Operator should only stop when and where it is safe to stop.

**Safety of your passengers and yourself should always be your first priority**

## *Employee Threat*

### **Definition:**

An employee threat refers to the threat of an angry/disgruntled employee which implies or may lead to violence in the workplace.

### **Preparations:**

Identify circumstances that may lead to the possibility that an employee will act in a threatening manner. Some examples include:

- Recent reprimand or poor evaluation report
- Disagreement regarding any policy or procedural changes
- Previous disputes with supervisors and/or other employees

case of employee threat:

Take all threats seriously and report them to the appropriate supervisor.

If an employee threat occurs in the workplace, try and remain as calm as possible. Do not do anything to jeopardize the safety of any one person, if necessary report the incident to Emergency Services (911) otherwise report the incident to the appropriate supervisor. Have witnesses to write a statement:

- what happened,
- what was said,
- what the employee's attitude seemed to be, and
- Any other relevant information.

If the police are notified, witnesses must be available. If a crime is committed, preserve the crime scene until the police arrive.

# Facility Emergency

In the event of any emergency that requires evacuation, all personnel will go directly to the bottom of the driveway near 2030 Wilshire Court SW and stay a safe distance away

from the facility. The following individuals will be responsible for ensuring that ALL employees are safe and accounted for: Additionally, staff members at the transit center will be warned of the situation as well as a precaution.

General Manager - L. Patrice Gilliam-Miller Assistant General Manager (AGM) - Lisa Mccauley Maintenance Manager - Harold Reynolds

Safety Manager- Harold McKenzie

Para Reservationist- Doretha Owens - Brianna Arnold

AM Dispatcher - Frank Rhyne - Dominique Handon -Yolanda Morrison PM Dispatcher- Christina Deese - Wienfield Tibbs -Angel Vazquez

In the event of an emergency during regular business hours (8am-5pm), the following personnel will be responsible for the direction of any emergency, including evacuation in their area.

## Maintenance Area:

Maintenance Manager - Harold Reynolds

Mechanic - Conley Cooper, Ray Morgan, Jeffrey Carpenter

Utility Worker - Barry Gaines, Anthony Dawkins, Dennis Pemberton, Paul Brown

During normal business hours the Maintenance Manager or their designee will direct any emergency plan or evacuation for the Maintenance Department and provide assistance for the system. Although the sequence and the procedures listed may vary depending on the location and severity of the emergency, the procedures must be followed.

## Before Emergency Occurs

1. Make sure that all fire extinguishers are in proper working order and that all employees are familiar with their proper use.
2. Ensure that all employees are familiar with the location of fire extinguishers and exit doors (Diagram of building with evacuation routes).

3. Conduct training on hazardous waste and keep MSDS books up-to-date and accessible.
4. Ensure that all employees are aware of the location outside the facility away from danger for all employees to assemble for a head count.

### **During Emergency Situation**

1. Notify Dispatch of situation or Emergency Services (911) directly.
2. If hazardous waste is involved, inform Emergency Services/Fire Department and have an MSDS book available.
3. Use fire extinguisher(s) to keep the fire under control if possible; however, DO NOT take any unnecessary risks.
4. Evacuate employees when necessary. Make sure all employees are accounted for.

After regular business hours, Maintenance personnel (Mechanic, Utility) will advise Dispatch of the situation. Maintenance personnel will notify Emergency Service (911) directly if the Dispatcher is unavailable, as well as the Maintenance Manager.

### **Dispatcher/Administrative Area:**

During service hours (4:30 a.m. - 9:00 p.m.), Dispatch and/or AGM will notify Emergency Services (911) to assist as necessary. If the emergency is in the Dispatch/Administrative area, the following personnel will direct the response to any emergency:

General Manager - L. Patrice Gilliam-Miller  
Assistant General Manager (AGM) - Lisa Mccauley

AM Dispatcher- Frank Rhyne, Dominique Handon, Yolanda Morrison  
PM Dispatcher- Christina Deese, Angel Vazquez, Wienfield Tibbs

### **During Emergency Situation:**

1. Notify Emergency Services (911).
2. Use fire extinguisher(s) to keep the fire under control if possible; however, DO NOT take any unnecessary risks.
3. Evacuate all employees when necessary. Make sure all employees are accounted for.

When an emergency occurs after regular business hours, the Dispatcher on duty will direct any emergency in the Dispatcher/Administrative area. The Dispatcher will notify the **Assistant General Manager** and **General Manager** as soon as the situation allows.

**Appendix A**  
**Bomb Threat Checklist (Ex)**

Exact time of call: \_\_\_\_\_ 7:31 p.m. \_\_\_\_\_

Exact words of caller: I left my bomb for you on bus 403, \_\_\_\_\_

**Questions to ask:**

1. When is the bomb set to go off? Soon
2. Where is the bomb? Under the seat
3. What does the bomb look like? It's in a bag
4. What type of bomb is it?
5. What will cause it to explode?
6. Did you place the bomb?
7. Why are you doing this?
8. What is your location?
9. What is your name?

---

Callers Voice: Circle All That Apply:

|                |         |          |            |          |        |
|----------------|---------|----------|------------|----------|--------|
| Male           | Female  | Young    | Middle Age | Elderly  | Accent |
| Calm           | Stutter | Giggling | Disguised  | Slow     | Nasal  |
| <b>Sincere</b> | Excited | Crying   | Loud       | Stressed | Angry  |
| Lisp           | Normal  | Squeaky  | Slurred    | Rapid    | Broken |

Deep

---

If the voice is familiar, who did it sounds like? The person voice sounded familiar

Where there any background noises? If so, describe: I could hear a train in the background

**Remarks:**

Person Receiving call: \_\_\_\_\_

Telephone number \_\_\_\_\_

Call received at: \_\_\_\_\_

Threat reported immediately to: \_\_\_\_\_





## ***Appendix C***

### ***Revision(s)***

- 11 March 2008, by Susan Yandle, Operations Manager
- 18 June 2009, by Jessica Buzzell, Human Resource's
- 19 May 2011, by Deborah Osborne, H.R./Safety Coordinator: Manuel updated staying with current changes of property and/or personnel.
- 01 August 2012, by Deborah Osborne, H.R. Manager: manual updated staying current with changes of property and/or personnel.
- 01 August 2013 by Deborah Osborne, Office Manager: manual updated staying current with changes of property and/or personnel.
- 01 October 2014 by Deborah Osborne, Office Manager: manual updated staying current with changes of property and/or personnel.
- 02 October 2015 by Deborah Osborne, Office Manager: manual updated staying current with changes of property and/or personnel.
- 12 September 2016, Chris Harris. AGM: Manual updated staying current with changes of property and/or personnel
- 13 March 2019, Renee Tanksley STM: Manual updated staying with current changes of property and/ or personnel
- 08 December 202, Harold McKenzie STM: Manual update staying current with changes of property and/ or personnel

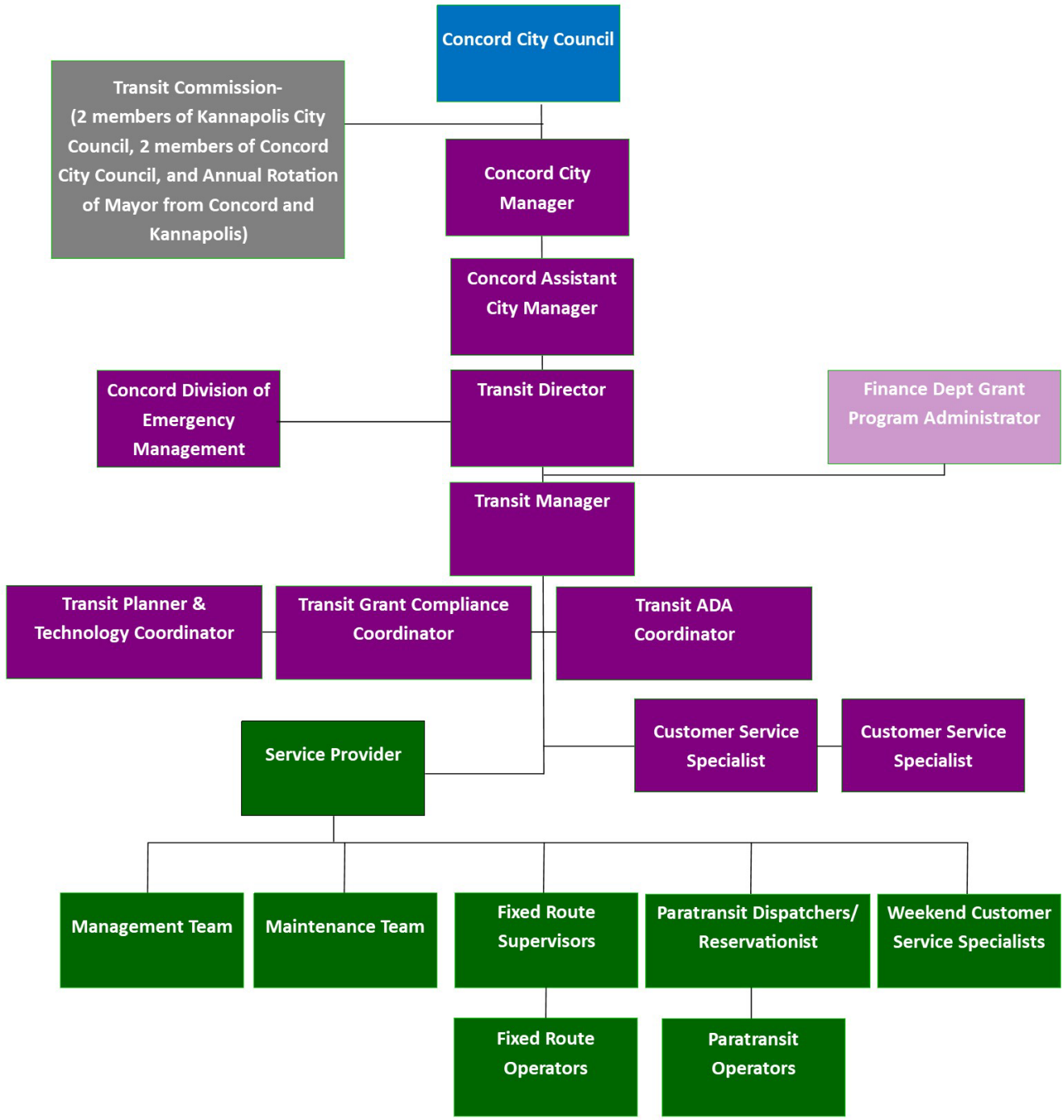
## Internal Contact List

| Name              | Title                              | Work Phone   | Cell Phone (if provided) |
|-------------------|------------------------------------|--------------|--------------------------|
| L.J. Weslowski    | Transit Director                   | 704-920-5878 | 704-701-3453             |
| Andy Christy      | Transit Manager                    | 704-920-5875 | 704-953-5965             |
| Jaime Tippett Poe | ADA Coordinator                    | 704-920-5876 | 919-665-7930             |
| Vacant            | Grants Compliance Coordinator      | 704-920-5877 |                          |
| Michelle Hunt     | Senior Customer Service Specialist | 704-920-7433 |                          |
| Charlotte Thatch  | Senior Customer Service Specialist | 704-920-7433 |                          |
| Lloyd Payne       | City Manager                       | 704-920-5209 | 704-701-4600             |
| Pam Hinson        | Assistant City Manager             | 704-920-6208 | 704-577-2616             |
| Ian Crane         | Emergency Management               | 704-920-5211 | 704-619-5833             |

## External Contact List

| Name                   | Title                              | Office Phone | Cell Phone     |
|------------------------|------------------------------------|--------------|----------------|
| Patrice Gilliam-Miller | Transdev General Manager           | 704-920-5853 | 704-925-9164   |
| Lisa McCauley          | Transdev Assistant General Manager | 704-920-5854 | 704-658-7665   |
| Harold Reynolds        | Transdev Maintenance Manager       | 704-920-5855 | 707-685-6906   |
| Harold McKenzie        | Transdev Safety & Training Manager | 704-920-5857 | 704-232-2256   |
| Deborah Osborne        | Transdev HR/Generalist             | 704-920-5856 | (704) 213-1519 |

# Concord Kannapolis Area Transit (Rider) Organizational Chart



Appendix E-Fleet Roster

| Agency Asset ID | Asset Class                    | Funding Source | Date of Purchase/Rental | VIN #             | Model Year | Make (Chassis) | Model                    | Ambulatory Seats | Non-Ambulatory Seats | June 1, 2021 Odometer | Asset Owner | Age (Years) | Replacement Cost |
|-----------------|--------------------------------|----------------|-------------------------|-------------------|------------|----------------|--------------------------|------------------|----------------------|-----------------------|-------------|-------------|------------------|
| 413             | CU - Cutaway Bus               | 5307U-Urban    | 9/30/2017               | 1FDFE4F52HDC53025 | 2017       | Ford           | E450                     | 15               | 2                    | 76572                 | Agency      | 3           | \$79,149.00      |
| 414             | CU - Cutaway Bus               | 5307U-Urban    | 9/30/2017               | 1FDFE4F56HDC53027 | 2017       | Ford           | E450                     | 15               | 2                    | 121628                | Agency      | 3           | \$84,699.00      |
| 415             | CU - Cutaway Bus               | 5307U-Urban    | 9/30/2017               | 1FDFE4F56HDC53030 | 2017       | Ford           | E450                     | 11               | 2                    | 118697                | Agency      | 3           | \$84,699.00      |
| 416             | CU - Cutaway Bus               | 5307U-Urban    | 9/30/2017               | 1FDFE4F58HDC53031 | 2017       | Ford           | E450                     | 11               | 2                    | 44183                 | Agency      | 3           | \$79,149.00      |
| 501             | BU - Bus                       | 5307U-Urban    | 1/9/2014                | 15GGB3011E1181994 | 2014       | Gillig         | 35' Hybrid HD LF BRT     | 32               | 2                    | 491317                | Agency      | 6           | \$625,867.00     |
| 502             | BU - Bus                       | 5307U-Urban    | 1/9/2014                | 15GGB3013E1181995 | 2014       | Gillig         | 35' Hybrid HD LF BRT     | 32               | 2                    | 499729                | Agency      | 6           | \$625,867.00     |
| 503             | BU - Bus                       | 5307U-Urban    | 1/9/2014                | 15GGB3015E1181996 | 2014       | Gillig         | 35' Hybrid HD LF BRT     | 32               | 2                    | 455608                | Agency      | 6           | \$625,867.00     |
| 504             | BU - Bus                       | 5307U-Urban    | 1/9/2014                | 15GGB3017E1181997 | 2014       | Gillig         | 35' Hybrid HD LF BRT     | 32               | 2                    | 483681                | Agency      | 6           | \$625,867.00     |
| 505             | BU - Bus                       | 5307U-Urban    | 1/9/2014                | 15GGB3019E1181998 | 2014       | Gillig         | 35' Hybrid HD LF BRT     | 32               | 2                    | 482582                | Agency      | 6           | \$625,867.00     |
| 506             | BU - Bus                       | 5307U-Urban    | 1/9/2014                | 15GGB3010E1181999 | 2014       | Gillig         | 35' Hybrid HD LF BRT     | 32               | 2                    | 489130                | Agency      | 6           | \$625,867.00     |
| 507             | BU - Bus                       | 5307U-Urban    | 1/9/2014                | 15GGB3011E1182000 | 2014       | Gillig         | 35' Hybrid HD LF BRT     | 32               | 2                    | 503350                | Agency      | 6           | \$625,867.00     |
| 508             | BU - Bus                       | 5307U-Urban    | 1/9/2014                | 15GGB3013E1182001 | 2014       | Gillig         | 35' Hybrid HD LF BRT     | 32               | 2                    | 494872                | Agency      | 6           | \$625,867.00     |
| 509             | BU - Bus                       | 5307U-Urban    | 9/30/2017               | 5FYH8KR19HF051945 | 2017       | New Flyer      | 35' Hybrid HD LF BRT     | 32               | 2                    | 319200                | Agency      | 3           | \$653,182.00     |
| 510             | BU - Bus                       | 5307U-Urban    | 9/30/2017               | 5FYH8KR19HF051946 | 2017       | New Flyer      | 35' Hybrid HD LF BRT     | 32               | 2                    | 251717                | Agency      | 3           | \$653,182.00     |
| T301            | VN - Van                       | 5307U-Urban    | 7/29/2016               | 1FTBW3XM6GKB25018 | 2016       | Ford           | Transit 350              | 8                | 2                    | 147803                | Agency      | 4           | \$69,781.00      |
| T302            | VN - Van                       | 5307U-Urban    | 8/8/2016                | 1FTBW3XM0GKB25015 | 2016       | Ford           | Transit 350              | 8                | 2                    | 146954                | Agency      | 4           | \$69,781.00      |
| T303            | VN - Van                       | 5307U-Urban    | 10/28/2016              | 1FTBW3XM1HKA11641 | 2016       | Ford           | Transit 350              | 8                | 2                    | 148690                | Agency      | 4           | \$69,781.00      |
| T102            | Non Revenue/Service Automobile | 5339           | 8/5/2020                | 1FD7X2A63LED78776 | 2020       | Ford           | Ford F-250 SC XL pickup  | 2                | 0                    | 4011                  | Agency      | 0           | \$25,643.00      |
| T003            | Non Revenue/Service Automobile | 5339           | 10/2/2020               | 1FBAX2C81LKB21811 | 202        | Ford           | Ford Transit 350 XLT van | 12               | 0                    | 58                    | Agency      | 0           | \$25,643.00      |
| T001            | Non Revenue/Service Automobile | 5339           | 7/8/2016                | 1FM5K8B80HGA04288 | 2016       | Ford           | Ford Explorer            | 7                | 0                    | 19049                 | Agency      | 3           | \$28,568.00      |
| T002            | Non Revenue/Service Automobile | 5339           | 3/21/2018               | 1N4AZ1CP7JC305882 | 2018       | Nissan         | Nissan Leaf              | 5                | 0                    | 3853                  | Agency      | 2           | \$25,000.00      |

Appendix K- Concord Kannapolis Transit Commission Minutes including approval of  
Public Transportation Agency Safety Plan



Appendix L-Excerpt from the May 13<sup>th</sup> Minutes for the City of Concord City Council Meeting

Appendix M- Letter of approval from The Cabarrus-Rowan MPO

During recent annual fire suppression inspections, it has been determined through testing that four of the airport's hangars 3% AFFF fire suppression foam samples had failed. Due to the hangars having two foam tanks, with only one of the tanks failing in each of the hangars, we currently have sufficient foam in the event of a fire. But this does only leave the airport with one tank in each of these hangars, with no reserve in the event of a negligent discharge of foam. Most of these mentioned hangars and the foam are 20 years old, with one being 18 years old.

It is recommended that the failed foam be replaced with new foam. The amounts are listed below:

Hangar #1- 1000 gallon of Ansulite 3% AFFF

Hangar #2- 800 gallons of Chemguard 3% AFFF

Hangar #3- 800 gallons of Chemguard 3% AFFF

Hangar #4- 75 Gallons of Chemguard C2 Hi-Ex Drum

The airport has requested bids for the replacement of the foam in a total of four hangar tanks, which includes required pump removal, disposal of old foam, and replacement of new foam. We received one bid through the City of Concord's sealed bid process (#2538) through the Finance Dept. The bid received was for a total of \$234,870.00 (Tax not included).



**MEMORADUM**

DATE: Monday, May 9, 2022  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction  
 SUBJECT: Manager Roadway Acceptance  
 PROJECT NAME: Villages at Skybrook N. PH 3-2  
 PROJECT NUMBER: 2017-037  
 DEVELOPER: Laureldale, LLC  
 COUNCIL ACCEPTANCE DATE: Thursday, June 9, 2022  
 ONE-YEAR WARRANTY DATE: Thursday, June 8, 2023

| Street              | Length in LF   | ROW in FT | Plat        |
|---------------------|----------------|-----------|-------------|
| Coffetree Drive NW  | 657.37         | 60.00     | PH 3-2 MP 1 |
| Coffetree Drive NW  | 95.78          | 60.00     | PH 3-2 MP 2 |
| Briarfield Drive NW | 729.72         | 60.00     | PH 3-2 MP 2 |
| <b>Total</b>        | <b>1482.87</b> |           |             |



**CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION**

I hereby certify that I am owner of the property shown and described herein, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plan as streets, sidewalks, greenways, rights of way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right of way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.

BY: \_\_\_\_\_ DATE \_\_\_\_\_  
OWNER

NORTH CAROLINA  
CABARRUS COUNTY

I, \_\_\_\_\_, 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 \_\_\_\_\_, 2018.

My commission expires: \_\_\_\_\_

**LEGEND**

- ECM - EXISTING CONCRETE CONTROL CORNER MONUMENT
- COS - COMMON OPEN SPACE
- LF - LINEAR FEET
- LME - LANDSCAPE AND MONUMENT EASEMENT
- MB - MAP BOOK
- PDE - PUBLIC DRAINAGE EASEMENT (MAINTAINED BY CITY OF CONCORD)
- PSDE - PRIVATE STORM DRAINAGE EASEMENT (MAINTAINED BY HOMEOWNERS)
- R/W - RIGHT-OF-WAY
- SF - SQUARE FEET
- ST - 35'X35' SIGHT TRIANGLE EASEMENT
- SAN, SEW, ESMT. - SANITARY SEWER EASEMENT
- SL - SEWER LINE
- 30' RY - 30' REARYARD
- 20' SB - 20' SETBACK
- 10' SB - 10' SETBACK
- 5'SY - 5' SIDEYARD
- YW&H - YARBROUGH-WILLIAMS AND HOULE
- 5' PUE - 5' PUBLIC UTILITY EASEMENT

**NOTES**

- STREET LIGHT INSTALLATION MUST BE WITHIN CITY OF CONCORD GUIDELINES. ANY UPGRADE TO DECORATIVE LIGHTING WILL BE AT THE COST OF THE OWNER/DEVELOPER.
- A 20' RADIUS IS DEDICATED AT ALL INTERSECTIONS.
- A 25' RADIUS IS DEDICATED AT ALL INTERSECTIONS OF 50' RADIUS CUL-DE-SACS R/W LINE AND STREET R/W LINE.
- THIS PROPERTY IS NOT LOCATED WITHIN 2000' OF AN NCGS CONTROL MONUMENT.
- A 2' SIDEWALK EASEMENT WILL BE IN PLACE WHERE SIDEWALK ABUTS RIGHT-OF-WAY.
- COMMON OPEN SPACE AREAS TO BE LEFT UNDISTURBED. ACTIVE RECREATION AREAS MAY BE DISTURBED TO INSTALL IMPROVEMENTS. OTHER AREAS MAY ONLY BE DISTURBED UPON APPROVAL BY THE SUBDIVISION ADMINISTRATOR.
- CONTRACTOR SHALL FOLLOW ALL LOCAL, STATE, AND FEDERAL REGULATIONS IN DISPOSING OF DEMOLISHED MATERIALS REMOVED FROM THIS SITE.
- SANITARY SEWER AND DOMESTIC WATER BY THE CITY OF CONCORD WILL BE AVAILABLE TO EACH LOT.
- LOTS LESS THAN 50 FEET FROM ACTIVE OPEN SPACE MUST BE SCREENED PER SECTION 4.8 OF THE UDO.
- PASSIVE AND CONSERVATION OPEN SPACE DEPICTED SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.
- 35'X35' SIGHT TRIANGLE EASEMENTS SHALL BE PROVIDED AT ALL INTERNAL INTERSECTIONS.
- STREET TREES TO BE INSTALLED PER CITY OF CONCORD REQUIREMENTS.
- PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA FIRM PANEL 37025C0070 D, DATED NOVEMBER 2, 1994.
- PROPERTY ZONED RM-2 CLUSTER
- LOT SIZES RANGE FROM 6,500 SF TO 11,455 SF
- LOT 475 IS THE SMALLEST AT 6,505 SF
- LOT 440 IS THE LARGEST AT 10,479 SF
- LOTS ARE SUBJECT TO THE FOLLOWING SETBACKS
- BUILDING SETBACKS**
- FRONT SETBACK 20'
- REAR SETBACK 30'
- SIDE YARD 5'
- SIDE YARD 10' STREET SIDE CORNER LOT SETBACK
- LINEAR FEET IN STREETS
- COFFREETREE DRIVE NW-557.37 LF
- BRIARFIELD DRIVE NW-157.54 LF
- PIN #4671-58-7181
- AREA IN COS - 0.059 ACRES
- AREA IN LOTS - 3.732 ACRES
- AREA IN R/W - 1.398 ACRES
- TOTAL AREA - 5.189 ACRES
- 21 LOTS RECORDED ON THIS PLAT.

**DEDICATION OF COMMON OPEN SPACE**

THE VILLAGES AT SKYBROOK NORTH HOMEOWNERS ASSOCIATION OF CABARRUS, INC. IN RECORDING THIS PLAT AS A PORTION OF THE VILLAGES AT SKYBROOK NORTH HAS DESIGNATED CERTAIN PARTS AS "COMMON OPEN SPACES" FOR USE BY THE HOMEOWNERS OR TENANTS OF THE VILLAGES AT SKYBROOK NORTH FOR PARKING RECREATIONAL AND OTHER RELATED ACTIVITIES AS MORE FULLY PROVIDED FOR IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS APPLICABLE TO THE VILLAGES AT SKYBROOK NORTH. DECLARATION TO BE RECORDED IN THE CABARRUS COUNTY REGISTRY PRIOR TO THE SALE OF ANY LOTS, AND WHICH SAID DECLARATION IS HEREBY MADE A PART OF THIS PLAT AND INCORPORATED HEREIN.

I, Joseph E. Whaley Jr., certify that this map was (drawn under my supervision from an actual survey made under my supervision, (deed description recorded in Book 6290, Page 85); that the error of closure as calculated by latitudes and departures is in excess of 1:10,000; that the boundaries not surveyed are shown as broken lines plotted from information found in Book 6023, Page 21; that this plat is of a survey that creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land; that this map was prepared in accordance with General Statute § 47-30 as amended. Witness my hand and seal this 26 day of June 2018, A.D. 2018. Surveyor License or Registration Number L-3957

**CERTIFICATE OF FEE PAYMENT.**  
I HEREBY CERTIFY THAT ALL FEES FOR THE VILLAGES AT SKYBROOK NORTH PHASE 3-2 MAP 1 SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.  
FINANCE DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_



STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS  
\_\_\_\_\_, 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 \_\_\_\_\_

**CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS.**

I hereby certify that all publically maintained streets, storm drainage systems, water and sewer systems and other publically maintained improvements and any privately maintained water quality Best Management Practice shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the State of North Carolina.  
Date Director of Engineering \_\_\_\_\_

**CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION**  
I HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON \_\_\_\_\_, 2018.  
DATE \_\_\_\_\_

I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for the \_\_\_\_\_ Subdivision was approved by the Concord Planning & Zoning Commission / Administrator with the concurrence of the Development Review Committee at their meeting on \_\_\_\_\_, 2018.  
Date Development Services Director \_\_\_\_\_

**CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS**

CITY OF CONCORD  
THE VILLAGES AT SKYBROOK NORTH PHASE 3-2 MAP 1  
NAME OF SUBDIVISION  
COFFREETREE DRIVE NW & BRIARFIELD DRIVE NW  
NAME OF STREETS IN SUBDIVISION  
LAURELDALE, LLC  
SUBDIVIDER

I hereby state, to the best of my knowledge, and belief, that all publically maintained streets, storm drainage systems, water and sewer systems and other publically maintained improvements and any privately maintained water quality Best Management Practice shown on this plat have been designed and installed, or their installation guaranteed, and have been checked by me or my authorized representative and conforms with lines, grades, cross-sections, dimensions, and material requirements which are shown on and indicated in the plans which have been reviewed and approved by the Concord Subdivision Administrator or the North Carolina Department of Transportation.

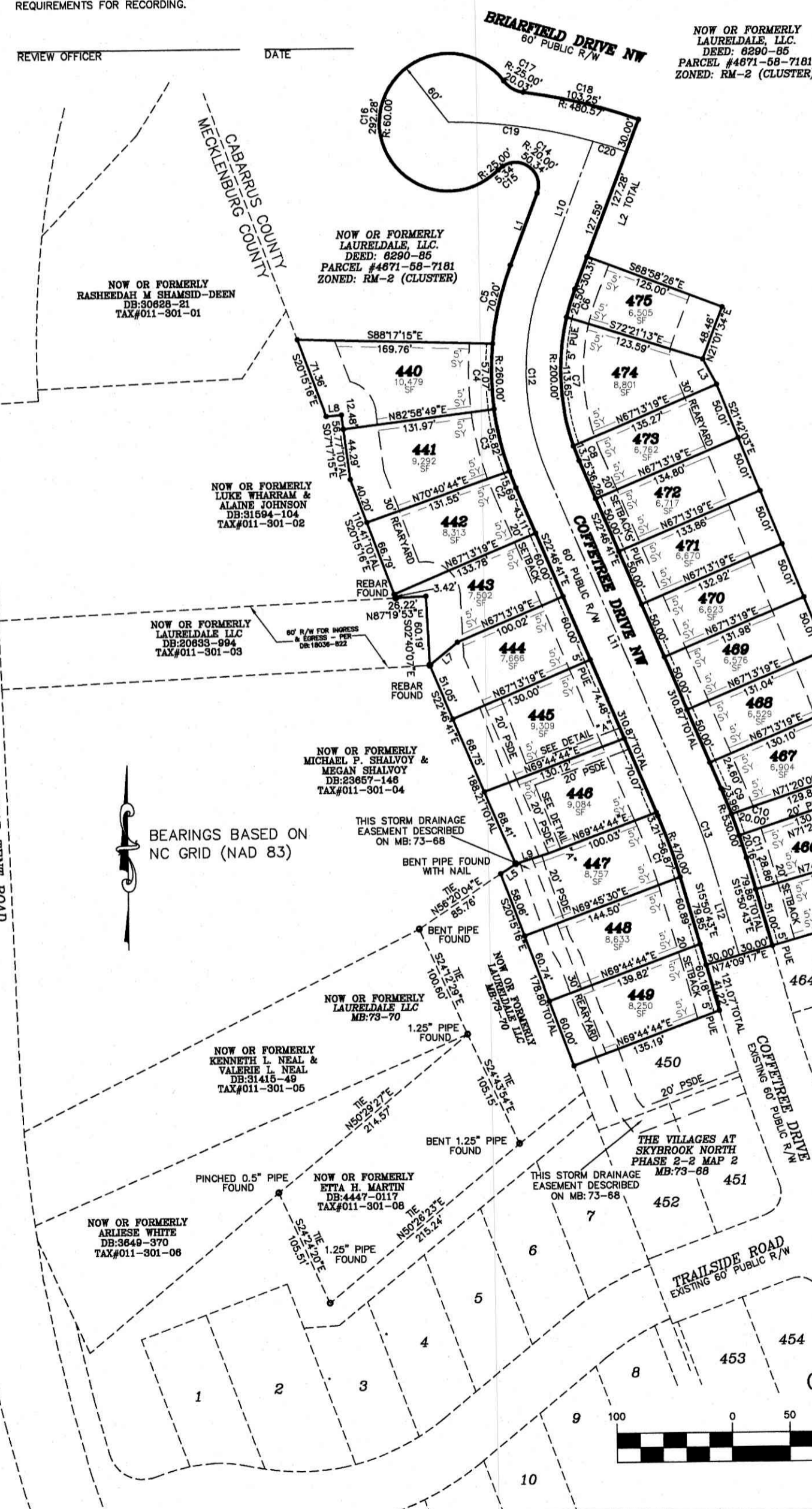
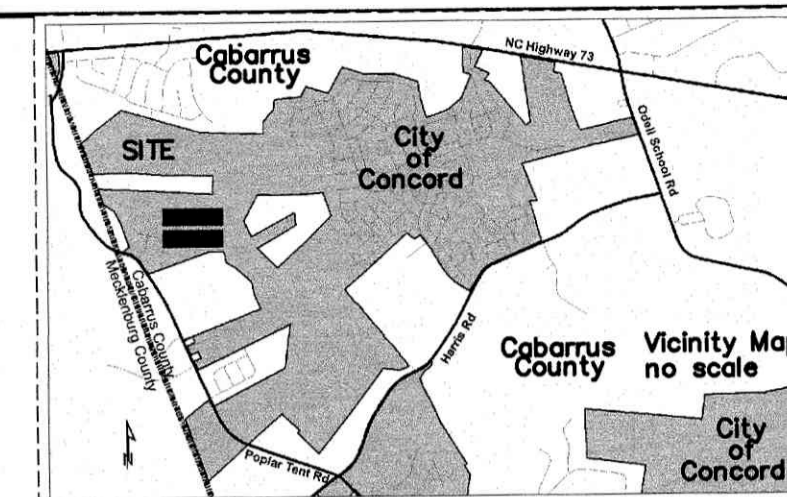
I also acknowledge that falsification of the above certifications may subject me to civil suit and/or criminal prosecution under the General Statutes, including but not limited to, G.S. 14-100 and G.S. 136-102.6 and the Code of Ordinances of the City of Concord.

Signed: \_\_\_\_\_  
REGISTERED PROFESSIONAL ENGINEER  
REGISTRATION NO. \_\_\_\_\_ DATE \_\_\_\_\_

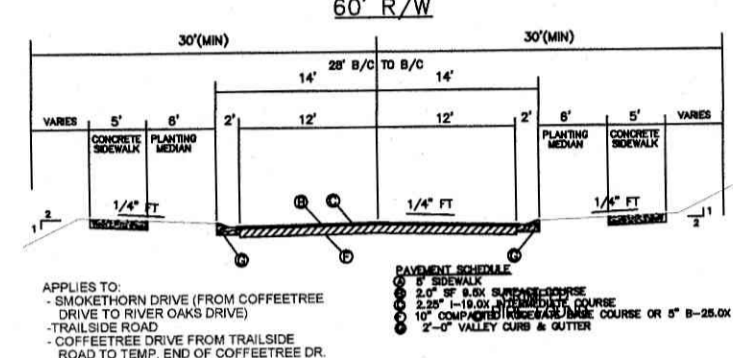
NORTH CAROLINA  
CABARRUS COUNTY

I, \_\_\_\_\_, 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 \_\_\_\_\_, 2018.

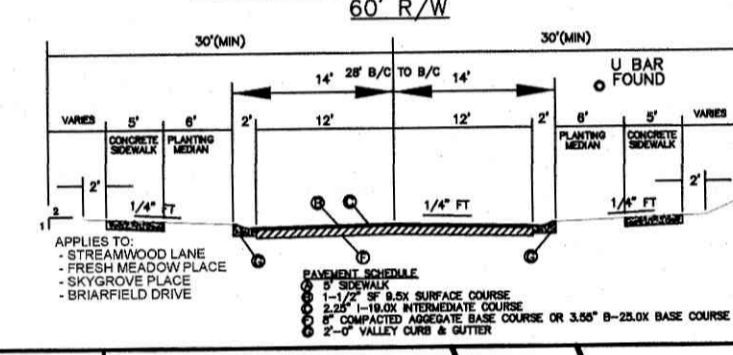
My commission expires: \_\_\_\_\_  
Notary Public



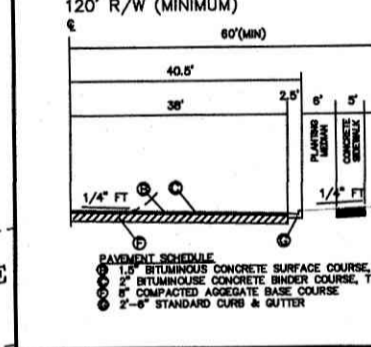
**TYPICAL CROSS SECTION MINOR COLLECTOR STREET 60' R/W**



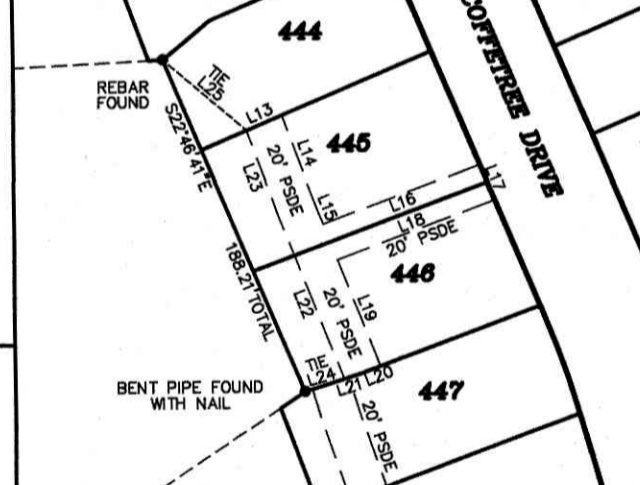
**TYPICAL CROSS SECTION LOCAL LIMITED RESIDENTIAL STREET 60' R/W**



**RESIDENTIAL CUL-DE-SAC SECTION B-B**



**PSDE DETAIL 'A' 1"=100'**



**LINE TABLE**

| LINE | LENGTH | BEARING     |
|------|--------|-------------|
| L1   | 66.61  | N21°01'34"E |
| L2   | 157.59 | N21°01'34"E |
| L3   | 25.20  | S28°19'28"E |
| L4   | 20.02  | S20°58'08"E |
| L5   | 15.52  | S56°20'04"E |
| L6   | 7.15   | N87°21'22"E |
| L7   | 31.29  | N50°36'34"E |
| L8   | 13.19  | N84°52'22"E |
| L9   | 30.22  | N72°53'03"E |
| L10  | 128.07 | N21°01'34"E |
| L11  | 310.87 | S22°46'41"E |
| L12  | 79.86  | S15°50'43"E |
| L13  | 20.02  | N67°13'19"E |
| L14  | 46.68  | S20°08'04"E |
| L15  | 14.01  | S21°26'39"E |
| L16  | 87.00  | N88°44'44"E |
| L17  | 20.02  | S22°46'41"E |
| L18  | 87.47  | N68°44'44"E |
| L19  | 60.01  | S21°26'39"E |
| L20  | 11.14  | N68°44'44"E |
| L21  | 8.89   | N72°53'03"E |
| L22  | 93.36  | S21°26'39"E |
| L23  | 45.88  | S00°08'04"E |
| L24  | 21.33  | N72°53'03"E |
| L25  | 57.08  | S49°20'52"E |

**CURVE TABLE**

| CURVE | RADIUS | LENGTH | CHORD  | BEARING      | DELTA      |
|-------|--------|--------|--------|--------------|------------|
| C1    | 470.00 | 56.87  | 56.84  | S19°18'42"E  | 6°55'58"   |
| C2    | 260.00 | 15.69  | 15.68  | S21°02'59"E  | 3°27'25"   |
| C3    | 260.00 | 58.82  | 55.71  | S13°10'14"E  | 12°18'05"  |
| C4    | 260.00 | 57.07  | 56.95  | S00°43'54"E  | 12°34'34"  |
| C5    | 260.00 | 70.20  | 69.59  | N131°17'28"E | 15°28'11"  |
| C6    | 200.00 | 25.50  | 25.49  | N172°22'31"E | 7°18'23"   |
| C7    | 200.00 | 113.65 | 112.13 | S02°33'35"E  | 32°33'32"  |
| C8    | 200.00 | 13.75  | 13.75  | S20°48'31"E  | 3°56'20"   |
| C9    | 530.00 | 23.97  | 23.96  | S21°26'39"E  | 2°35'27"   |
| C10   | 530.00 | 20.00  | 20.00  | S19°08'22"E  | 2°08'44"   |
| C11   | 530.00 | 20.16  | 20.16  | S18°58'07"E  | 2°10'47"   |
| C12   | 230.00 | 175.84 | 171.59 | S00°52'34"E  | 43°48'15"  |
| C13   | 500.00 | 60.50  | 60.46  | S19°18'42"E  | 6°55'58"   |
| C14   | 20.00  | 50.34  | 38.08  | S51°04'37"E  | 144°12'21" |
| C15   | 25.00  | 5.34   | 5.33   | N50°41'59"E  | 12°14'28"  |
| C16   | 60.00  | 292.28 | 77.85  | N43°27'55"E  | 27°08'21"  |
| C17   | 25.00  | 20.03  | 19.50  | S59°15'53"E  | 45°53'56"  |
| C18   | 480.57 | 103.25 | 103.06 | S78°03'32"E  | 12°18'38"  |
| C19   | 450.57 | 127.50 | 127.08 | S81°53'35"E  | 18°17'50"  |
| C20   | 450.57 | 30.04  | 30.04  | S71°52'33"E  | 03°49'14"  |

**SHEET TITLE**  
MAJOR PLAT - 5.189 ACRES  
PROJECT THE VILLAGES AT SKYBROOK NORTH PHASE 3-2 MAP 1  
CITY OF CONCORD, TOWNSHIP #3, CABARRUS COUNTY, N.C.  
OWNER: LAURELDALE, LLC. (DEED: 6290-85) (PIN# 4671-58-7181)

OWNER/DEVELOPER: LAURELDALE, LLC.  
6719-C FAIRVIEW ROAD  
CHARLOTTE, N.C. 28210

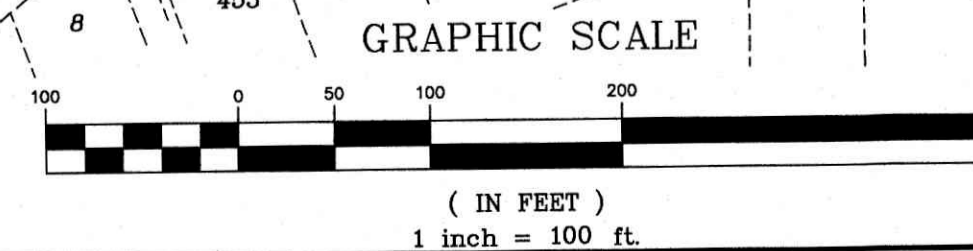
DEED: 6290-85  
PIN# 4671-58-7181

PROJECT NO.  
SCALE  
1"=100'  
DATE  
06/22/18  
DRAWN BY  
YWH  
CHECKED BY  
JEW  
ZONED  
RM-2 (CLUSTER)  
DRAWING NO.  
XXX-XX  
SHT 1 OF 1 SHTS

**YARBROUGH-WILLIAMS & HOULE, INC.**  
Planning • Surveying • Engineering  
780 Woodside Oak Court  
Charlotte, North Carolina, 28275  
704.558.1990 704.558.0505 (fax)

774 Box 1189  
Plymouth, North Carolina, 28134

NC Corporate Registration #C-0475





CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION

I hereby certify that I am owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plan as streets, sidewalks, greenways, rights of way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right of way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.

I, Joseph E. Whaley Jr., certify that this map was (drawn under my supervision from an actual survey made under my supervision, (deed description recorded in Book 6290, Page 85); that the error of closure as calculated by latitudes and departures is in excess of 1:10,000, that the boundaries not surveyed are shown as broken lines plotted from information found in Book 6023, Page 21; that this plan is a survey that creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land; that this map was prepared in accordance with General Statute § 47-30 as amended. Witness my hand and seal this 18 day of JAN 2019 A.D. 2019. Surveyor License or Registration Number L-3957

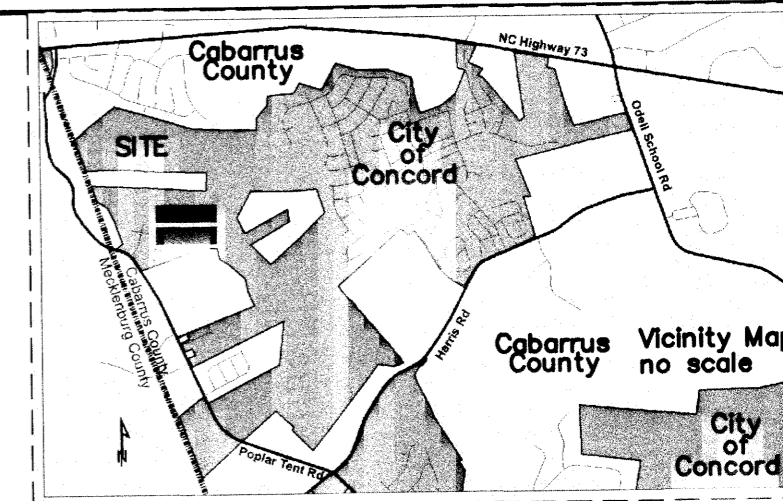
CERTIFICATE OF FEE PAYMENT. I HEREBY CERTIFY THAT ALL FEES FOR THE VILLAGES AT SKYBROOK NORTH PHASE 3-2 MAP 2 SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE. [Signature]

CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS.

I hereby certify that all publically maintained streets, storm drainage systems, water and sewer systems and other publically maintained improvements and any privately maintained water quality Best Management Practice shown on this plan have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the State of North Carolina. [Signature]

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION. I HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON June 4, 2018. [Signature]

I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for the Villages at Skybrook North Ph 3-2 Subdivision was approved by the Concord Planning & Zoning Commission / Administrator with the concurrence of the Development Review Committee at their meeting on 2/19/19. [Signature]



BY: [Signature] DATE 1/18/19 JOSEPH E. WHALEY, JR. NOTARY PUBLIC Cabarrus County, North Carolina

STATE OF NORTH CAROLINA COUNTY OF CABARRUS [Signature] REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS FOR RECORDING. [Signature] DATE 02/08/2019

NORTH CAROLINA CABARRUS COUNTY [Signature] a notary public for said county and state, do hereby certify that [Signature] personally appeared before me this day and acknowledged the due execution of the foregoing instrument. WITNESS my hand and official seal, this the 18 day of JAN 2019. My commission expires: 12-19-2023 [Signature]

- LEGEND
ECM - EXISTING CONCRETE CONTROL CORNER MONUMENT
COS - COMMON OPEN SPACE
LF - LINEAR FEET
LME - LANDSCAPE AND MONUMENT EASEMENT
MB - MAP BOOK
PDE - PUBLIC DRAINAGE EASEMENT (MAINTAINED BY CITY OF CONCORD)
PSDE - PRIVATE STORM DRAINAGE EASEMENT (MAINTAINED BY HOMEOWNERS)
R/W - RIGHT-OF-WAY
SF - SQUARE FEET
ST - 35'X35' SIGHT TRIANGLE EASEMENT
SAN, SEW, ESMT - SANITARY SEWER EASEMENT
SL - SEWER LINE
30' RY - 30' REARYARD
20' SB - 20' SETBACK
10' SB - 10' SETBACK
5'SY - 5' SIDEYARD
YWAH - YARBROUGH-WILLIAMS AND HOULE
5' PUE - 5' PUBLIC UTILITY EASEMENT

NOTES
STREET LIGHT INSTALLATION MUST BE WITHIN CITY OF CONCORD GUIDELINES. ANY UPGRADE TO DECORATIVE LIGHTING WILL BE AT THE COST OF THE OWNER/DEVELOPER.

A 20' RADIUS IS DEDICATED AT ALL INTERSECTIONS.
A 25' RADIUS IS DEDICATED AT ALL INTERSECTIONS OF 50' RADIUS CUL-DE-SACS R/W LINE AND STREET R/W LINE.

THIS PROPERTY IS NOT LOCATED WITHIN 2000' OF AN NOGS CONTROL MONUMENT.
A 2' SIDEWALK EASEMENT WILL BE IN PLACE WHERE SIDEWALK ABUTS RIGHT-OF-WAY.
COMMON OPEN SPACE AREAS TO BE LEFT UNDISTURBED. ACTIVE RECREATION AREAS MAY BE DISTURBED TO INSTALL IMPROVEMENTS, OTHER AREAS MAY ONLY BE DISTURBED UPON APPROVAL BY THE SUBDIVISION ADMINISTRATOR.

CONTRACTOR SHALL FOLLOW ALL LOCAL, STATE, AND FEDERAL REGULATIONS IN DISPOSING OF DEMOLISHED MATERIALS REMOVED FROM THIS SITE.
SANITARY SEWER AND DOMESTIC WATER BY THE CITY OF CONCORD WILL BE AVAILABLE TO EACH LOT.

LOTS LESS THAN 50 FEET FROM ACTIVE OPEN SPACE MUST BE SCREENED PER SECTION 4.8 OF THE UDO.
PASSIVE AND CONSERVATION OPEN SPACE DEPICTED SHALL BE OWNED AND MAINTAINED BY THE HOMEOWNERS ASSOCIATION.

35'X35' SIGHT TRIANGLE EASEMENTS SHALL BE PROVIDED AT ALL INTERNAL INTERSECTIONS.
STREET TREES TO BE INSTALLED PER CITY OF CONCORD REQUIREMENTS.

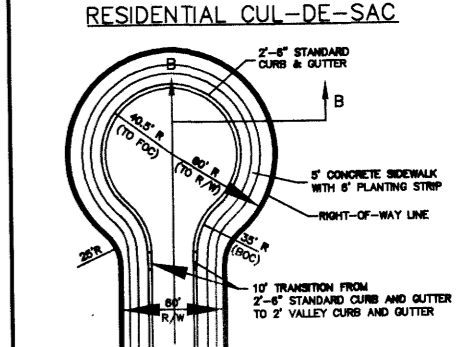
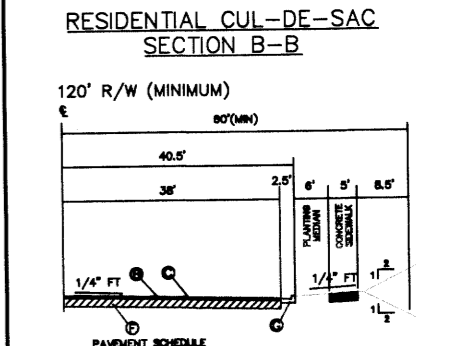
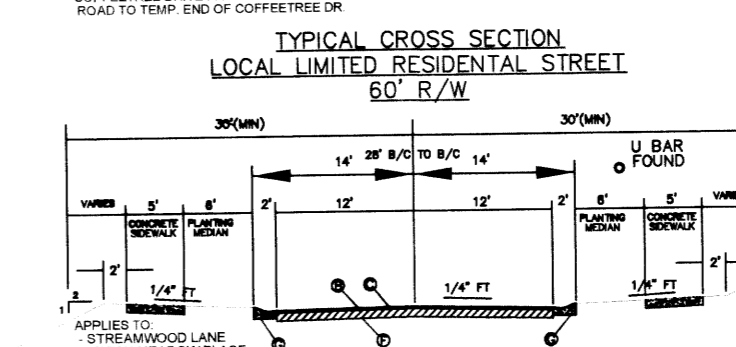
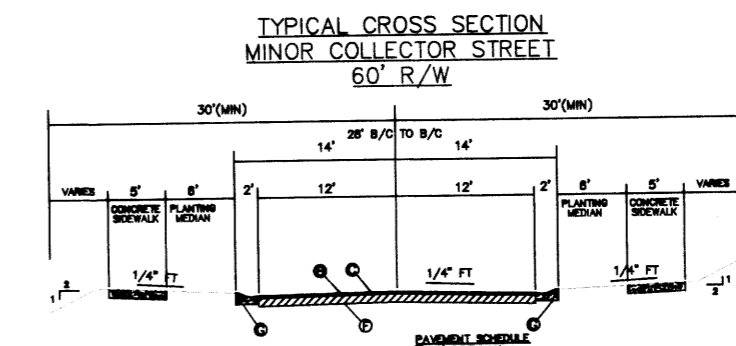
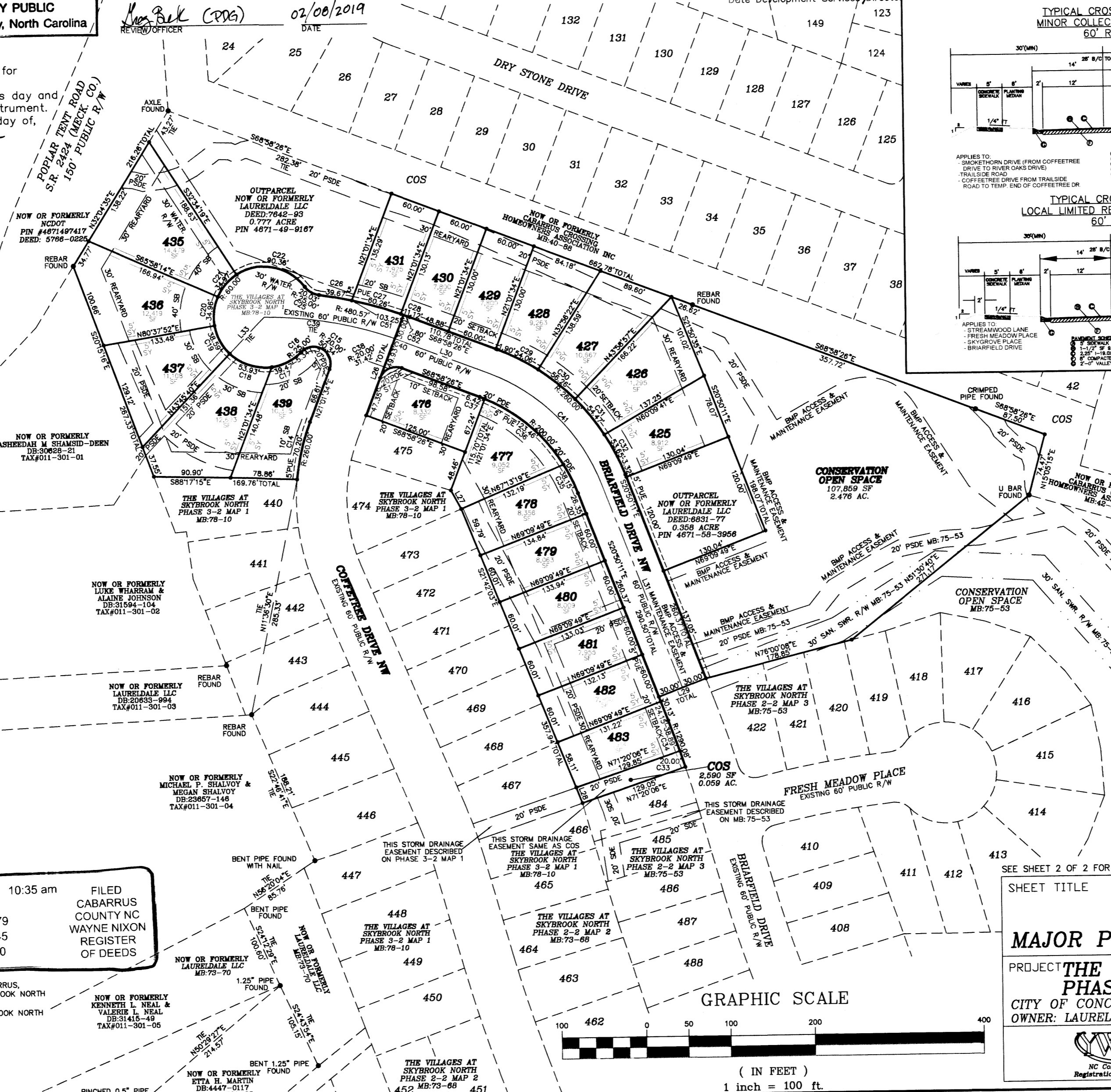
PORTIONS OF THIS PROPERTY ARE LOCATED WITHIN A SPECIAL FLOOD HAZARD AREA AS SHOWN ON FEMA FIRM PANEL 37025C0070 D, DATED NOVEMBER 2, 1994.

PROPERTY ZONED RM-2 CLUSTER
LOT SIZES RANGE FROM 6,500 SF TO 11,455 SF
LOTS ARE SUBJECT TO THE FOLLOWING SETBACKS
BUILDING SETBACKS
FRONT SETBACK 20'
REAR SETBACK 30'
SIDE YARD 5'
SIDE YARD 10' STREET SIDE CORNER LOT SETBACK

LINEAR FEET IN STREETS
BRIARFIELD DRIVE NW-572.18
PIN #4671-58-7181

FILED Feb 08, 2019 10:35 am FILED CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS
BOOK 00079
PAGE 0079 THRU 0079
INSTRUMENT # 02945
EXCISE TAX \$0.00

DEDICATION OF COMMON OPEN SPACE
THE VILLAGES AT SKYBROOK NORTH HOMEOWNERS ASSOCIATION OF CABARRUS, INC. IN RECORDING THIS PLAT AS A PORTION OF THE VILLAGES AT SKYBROOK NORTH HAS DESIGNATED CERTAIN PARTS AS "COMMON OPEN SPACES" FOR USE BY THE HOMEOWNERS OR TENANTS OF THE VILLAGES AT SKYBROOK NORTH FOR PARKING RECREATIONAL AND OTHER RELATED ACTIVITIES AS MORE FULLY PROVIDED FOR IN THE DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS APPLICABLE TO THE VILLAGES AT SKYBROOK NORTH. DECLARATIONS TO BE RECORDED IN THE CABARRUS COUNTY REGISTRY PRIOR TO THE SALE OF ANY LOTS, AND WHICH SAID DECLARATION IS HEREBY MADE A PART OF THIS PLAT AND INCORPORATED HEREIN.



CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS
CITY OF CONCORD
THE VILLAGES AT SKYBROOK NORTH PHASE 3-2 MAP 2
NAME OF SUBDIVISION
COFFEETREE DRIVE NW, BRIARFIELD DRIVE NW
NAME OF STREETS IN SUBDIVISION
LAURELDALE, LLC
SUBDIVIDER

I hereby state, to the best of my knowledge, and belief, that all publically maintained streets, storm drainage systems, water and sewer systems and other publically maintained improvements and any privately maintained water quality Best Management Practice shown on this plan have been guaranteed, and have been checked by me or my authorized representative and conforms with lines, grades, cross-sections, dimensions, and material requirements which are shown on and indicated in the plans which have been reviewed and approved by the Concord Subdivision Administrator or the North Carolina Department of Transportation.

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

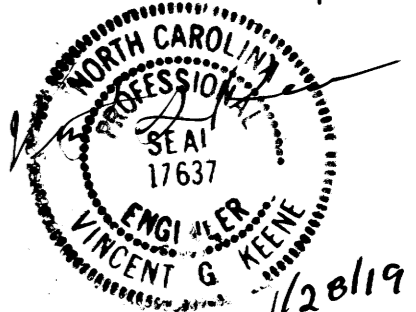
Signed: [Signature] REGISTERED PROFESSIONAL ENGINEER
REGISTRATION NO. 17637 DATE 1/28/19

NORTH CAROLINA CABARRUS COUNTY

I, JOSEPH E. WHALEY, JR., 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 28 JAN 2019

JOSEPH E. WHALEY, JR. NOTARY PUBLIC Irredell County, North Carolina



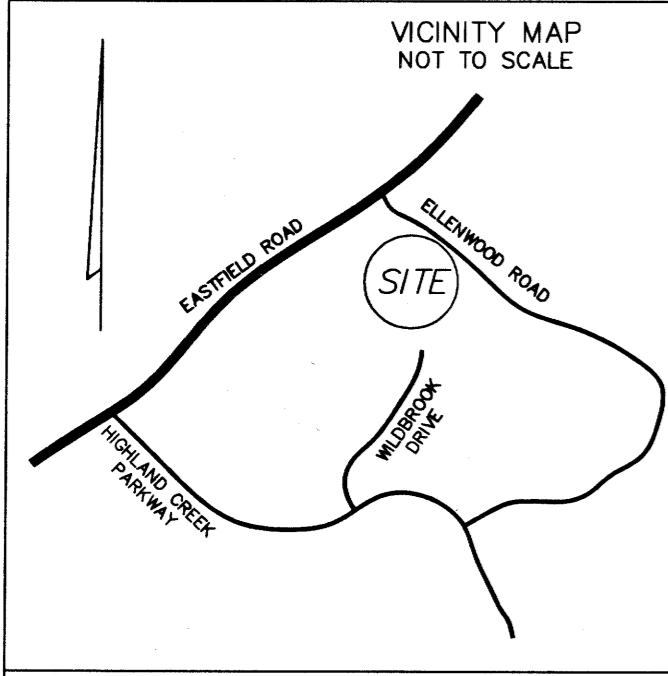
MAJOR PLAT - 7.694 ACRES
PROJECT THE VILLAGES AT SKYBROOK NORTH PHASE 3-2 MAP 2
CITY OF CONCORD, TOWNSHIP #3, CABARRUS COUNTY, N.C.
OWNER: LAURELDALE, LLC. (DEED:6290-85)(PIN#4671-58-7181)
OWNER/DEVELOPER: LAURELDALE, LLC. 6719-C FAIRVIEW ROAD CHARLOTTE, N.C. 28210
DEED: 6290-85 PIN#4671-58-7181
PROJECT NO.
SCALE 1"=100'
DATE 12/05/18
DRAWN BY YWH
CHECKED BY JEW
ZONED RM-2 (CLUSTER)
DRAWING NO. XXX-XX
SHT 1 OF 2 SHTS.



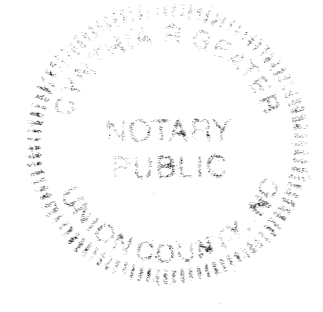
**MEMORADUM**

DATE: Monday, May 9, 2022  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Roadway Acceptance  
 PROJECT NAME: Lantana Subdivision Phase 4  
 PROJECT NUMBER: 2016-025  
 DEVELOPER: EHC Homes, LP  
 COUNCIL ACCEPTANCE DATE: Thursday, June 9, 2022  
 ONE-YEAR WARRANTY DATE: Thursday, June 8, 2023

| Street              | Length in LF   | ROW in FT | Plat |
|---------------------|----------------|-----------|------|
|                     |                |           |      |
| Juniper Berry LN NW | 427.00         | 50.00     | PH 4 |
| Wildbrook Drive NW  | 1040.00        | 50.00     | PH 4 |
|                     |                |           |      |
| Total               | <b>1467.00</b> |           |      |
|                     |                |           |      |



I, Cynthia R. Geater, A NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT BARRY M. FAY PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 5 DAY OF December 2018. MY COMMISSION EXPIRES: July 29, 2020



CERTIFICATE OF CONFORMITY WITH PLANS & SPECIFICATIONS: CITY OF CONCORD

JUNIPER BERRY LANE - 427' LINEAR FOOTAGE

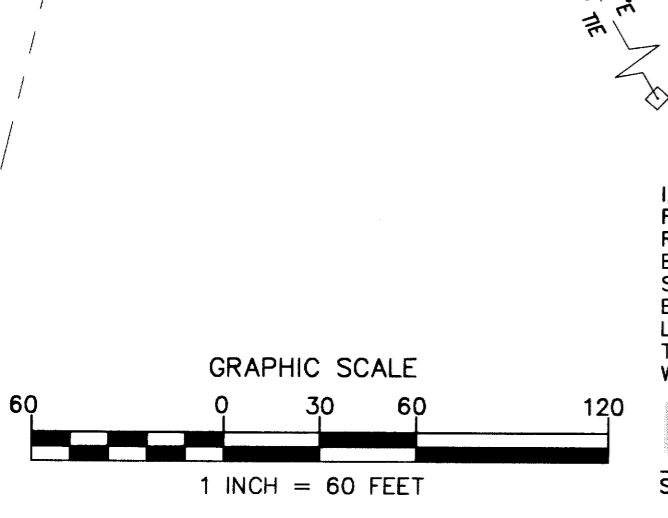
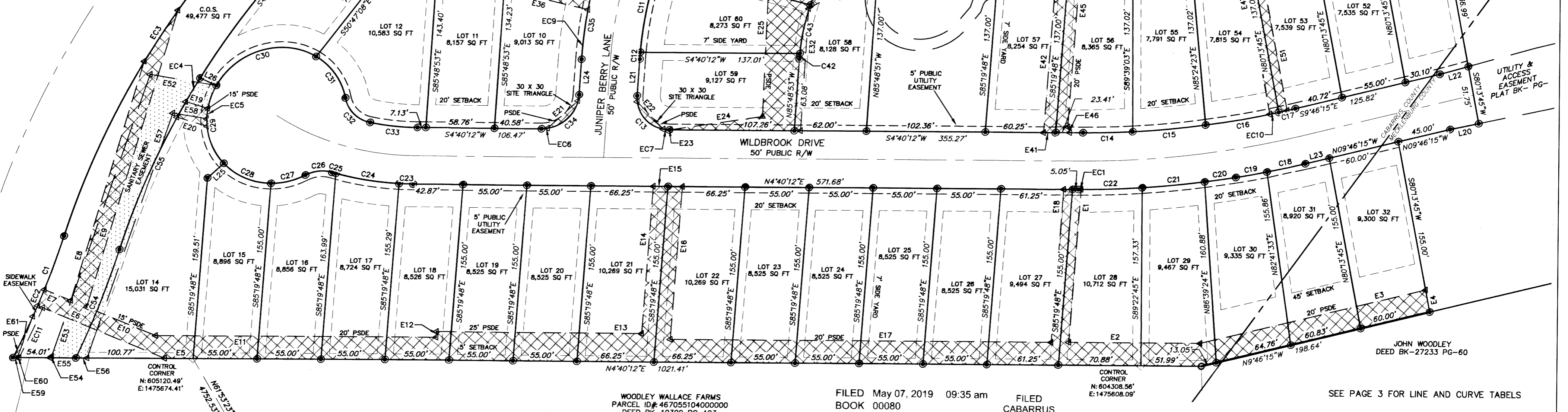
WILDBROOKE DRIVE - 1040' LINEAR FOOTAGE

I HEREBY, TO THE BEST OF MY KNOWLEDGE, AND BELIEF, THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER WORK TO BE PERFORMED ON THIS SUBDIVISION HAS BEEN CHECKED BY ME OR MY AUTHORIZED REPRESENTATIVE AND CONFORMS WITH LINES, GRADES, CROSS-SECTIONS, DIMENSIONS, AND MATERIAL REQUIREMENTS WHICH ARE SHOWN ON AND INDICATED IN THE PLANS WHICH HAVE BEEN REVIEWED AND APPROVED BY THE CONCORD SUBDIVISION ADMINISTRATOR OR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.

I ALSO ACKNOWLEDGE THAT FALSIFICATION OF THE ABOVE CERTIFICATIONS MAY SUBJECT ME TO CIVIL SUIT AND/OR CRIMINAL PROSECUTION UNDER THE GENERAL STATUTES, INCLUDING BUT NOT LIMITED TO, G.S. 14-100 AND G.S. 136-102.6 AND THE CODE OF ORDINANCES OF THE CITY OF CONCORD.

SIGNED: BARRY M. FAY, PE. REGISTERED PROFESSIONAL ENGINEER

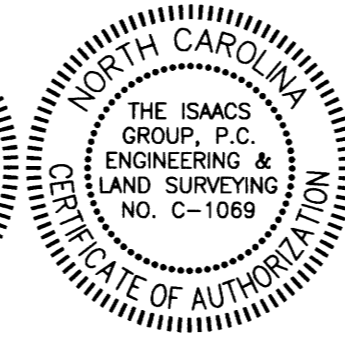
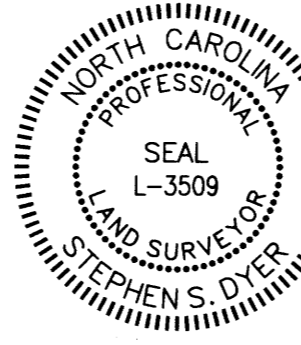
REGISTERED NO. 026462 DATE 12-5-18 033046



NCOS MONUMENT "ELLEN" (NAD 83) COORDINATES: N=602,881.24' E=-1,471,482.48' PUBLISHED COORDINATES

I, STEPHEN S. DYER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL FIELD SURVEY MADE UNDER MY SUPERVISION, DEED DESCRIPTION RECORDED IN BOOK 11231 PAGE 67; THAT THE ERROR OF CLOSURE AS CALCULATED BY LATITUDES AND DEPARTURES IS 1:10000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN BOOK 11231 PAGE 67; THAT THIS PLAT CREATES A SUBDIVISION OF PARCELS OF LAND THE IS LOCATED IN A JURISDICTION THAT REGULATES PARCELS OF LAND; AND THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH GS:47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL.

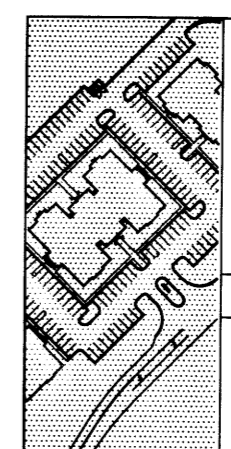
Stephen S. Dyer, PLS "For Review Only" 2018.10.25.13:14:55:04\*00



FILED May 07, 2019 09:35 am BOOK 00080 PAGE 0054 THRU 0054 INSTRUMENT # 10954 EXCISE TAX \$0.00

FILED CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS

- LEGEND: CONC. MONUMENT, POINT COMPUTED, #4 REBAR UNLESS OTHERWISE NOTED, #4 REBAR SET, PRIVATE STORM DRAIN EASEMENT, COMMON OPEN SPACE, SANITARY SEWER EASEMENT, PRIVATE STORM DRAIN EASEMENT



FINAL PLAT LANTANA PHASE 4 CITY OF CONCORD TOWNSHIP #1 CABARRUS COUNTY, NORTH CAROLINA OWNER: SHEA INVESTMENT FUND III LLC. File #16095RM-PHASE4 Date: 08/05/2018 Project P.L.S.: SSD THE ISAACS GROUP CIVIL ENGINEERING DESIGN AND LAND SURVEYING 8720 RED OAK BLVD. SUITE 420 CHARLOTTE, N.C. 28217 PHONE (704) 527-3440 FAX (704) 527-8335

CERTIFICATE OF FINAL PLAT APPROVAL

I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE LANTANA SUBDIVISION, PHASE 2, MAP 1 WAS APPROVED BY THE CONCORD PLANNING & ZONING COMMISSION ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON 2018.

DEVELOPMENT SERVICES DIRECTOR DATE

- BUILDING SETBACKS: MIN. FRONT YARD-20 FT FROM R/W, MIN. SIDE YARD-7 FT, MIN. REAR YARD-5 FT, MIN. LOT WIDTH-50', MIN. LOT AREA-7512 SF

DUKE ENERGY ELECTRIC SERVICE PROVIDER

SEE PAGE 3 FOR LINE AND CURVE TABLES

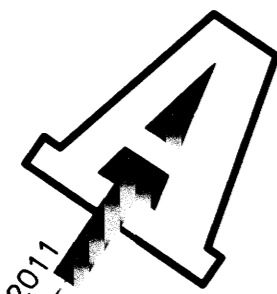




**MEMORADUM**

DATE: Tuesday, May 24, 2022  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Roadway Acceptance  
 PROJECT NAME: Allen Mills PH 2  
 PROJECT NUMBER: 2018-043  
 DEVELOPER: MI Homes and Taylor Morrison  
 COUNCIL ACCEPTANCE DATE: Thursday, June 9, 2022  
 ONE YEAR WARRANTY DATE: Thursday, June 8, 2023

| Street                 | Length          | ROW width | Plat      |
|------------------------|-----------------|-----------|-----------|
| Garamont Parkway NW    | 2488.00         | 50.00     | PH 2 MP 1 |
| Creighton Road NW      | 136.00          | 50.00     | PH 2 MP 1 |
| Karty Ave NW           | 142.00          | 50.00     | PH 2 MP 1 |
| Warrenton Ave NW       | 383.00          | 50.00     | PH 2 MP 1 |
| Brounell Ct NW         | 141.00          | 50.00     | PH 2 MP 1 |
| Old Trace Road NW      | 930.00          | 60.00     | PH 2 MP 2 |
| Old Trace Road NW      | 390.00          | 50.00     | PH 2 MP 2 |
| Garamont Parkway NW    | 457.00          | 50.00     | PH 2 MP 2 |
| Creighton Vine Road NW | 100.00          | 50.00     | PH 2 MP 2 |
| Karty Ave NW           | 1306.00         | 50.00     | PH 2 MP 2 |
| Macallum Drive NW      | 701.00          | 50.00     | PH 2 MP 2 |
| Brounell Ct NW         | 301.00          | 50.00     | PH 2 MP 2 |
| Whitlow Ave NW         | 153.00          | 50.00     | PH 2 MP 2 |
| Aberton Road NW        | 153.00          | 50.00     | PH 2 MP 2 |
| Old Oak Road NW        | 231.00          | 50.00     | PH 2 MP 3 |
| Old Trace Road NW      | 1798.00         | 50.00     | PH 2 MP 3 |
| Macallum Drive NW      | 271.00          | 50.00     | PH 2 MP 3 |
| Creighton Vine Road NW | 817.00          | 50.00     | PH 2 MP 3 |
| Finback Road NW        | 1173.00         | 50.00     | PH 2 MP 3 |
| Garamont Parkway NW    | 411.00          | 50.00     | PH 2 MP 3 |
| Phallen Ct NW          | 507.00          | 50.00     | PH 2 MP 3 |
|                        |                 |           |           |
| <b>TOTAL</b>           | <b>12989.00</b> |           |           |



See Page 5 of 5: Additional Certifications

See Page 5 of 5: Call Table and Curve Table

See Pages 2 & 3 of 5: for additional Lots and Streets

Review Officer's Certificate

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

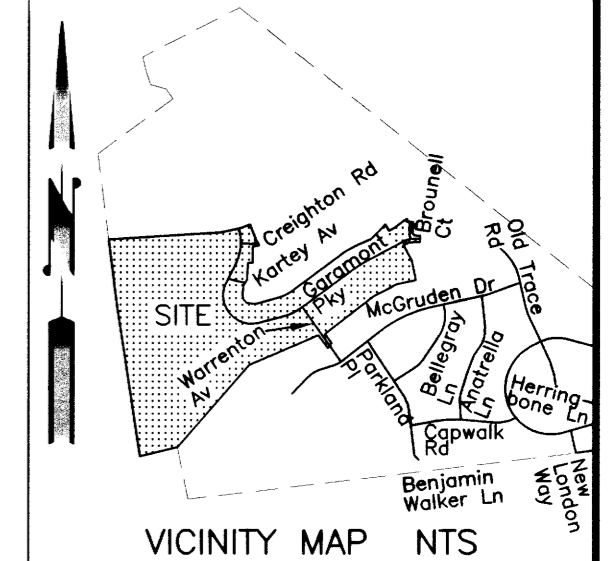
I, Greg Bell, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Greg Bell (by ssh) 7/2/19  
Review Officer Date

I, Jeffrey C. Allen, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 12287, Page 184); that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS, page NOTED; that the ratio of precision as calculated is 1:10,000+; that this plat was prepared in accordance with G.S. 47-30 as amended; that regarding G.S. 47-30(f)(11)a., this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land. That the Global Positioning System (GPS) survey and the following information was used to perform the "Class A" GPS survey:  
RTK Network procedure on 05/31/17;  
NAD83 Datum / Epoch 2011 / GEOID09;  
Checked Published NCGS Monument "MC 135"  
Positional accuracy < 0.10"; US Survey Feet  
Combined Grid Factor 0.99984599"

Witness my original signature, registration number and seal this 26th day of June, 2019.

PROFESSIONAL LAND SURVEYOR L-3810



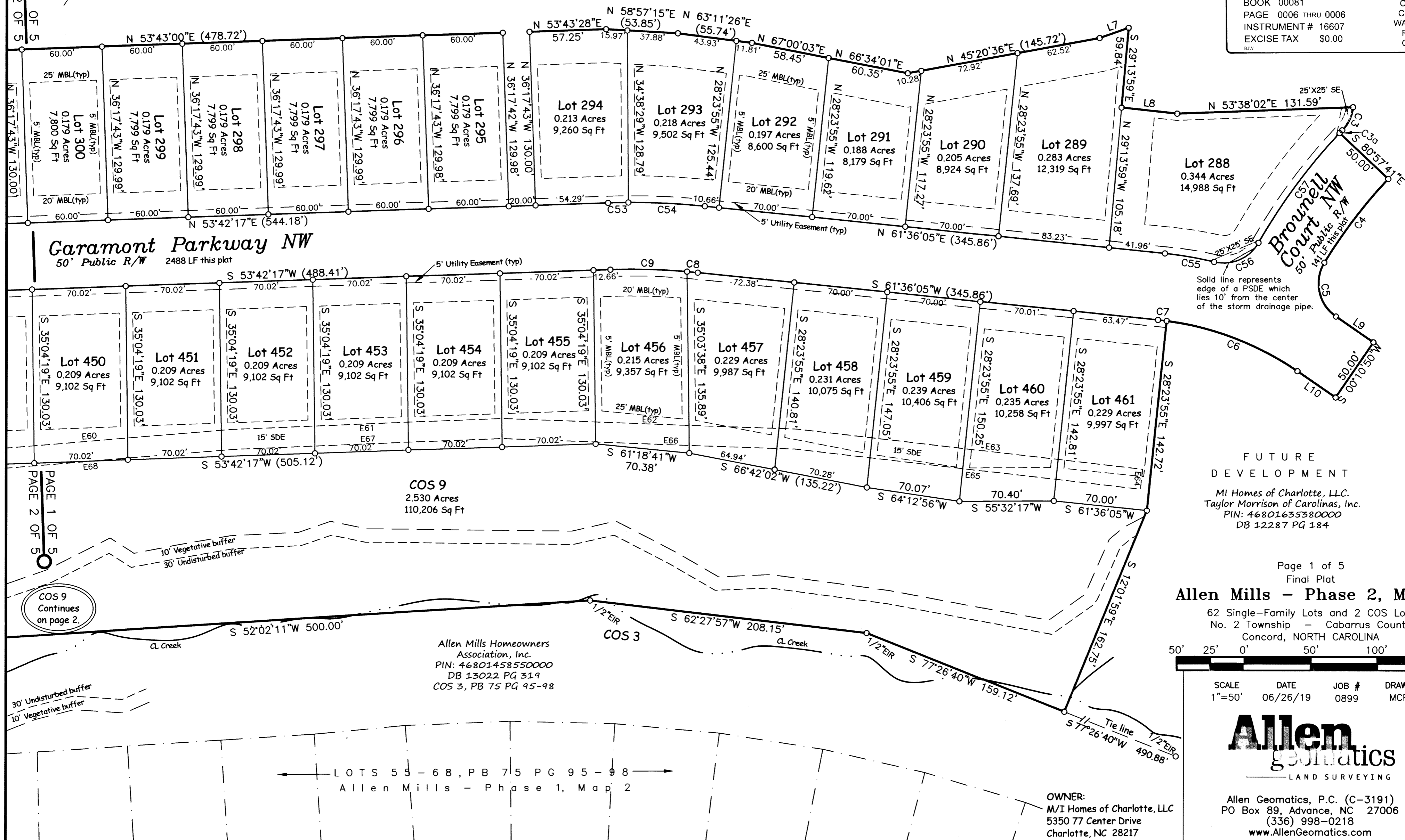
FUTURE DEVELOPMENT

MI Homes of Charlotte, LLC.  
Taylor Morrison of Carolinas, Inc.  
PIN: 46801635380000  
DB 12287 PG 184

|                             |                               |
|-----------------------------|-------------------------------|
| FILED Jul 02, 2019 03:14 pm | FILED CABARRUS COUNTY NC      |
| BOOK 00081                  | WAYNE NIXON REGISTER OF DEEDS |
| PAGE 0006 THRU 0006         |                               |
| INSTRUMENT # 16607          |                               |
| EXCISE TAX \$0.00           |                               |

PAGE 1 OF 5  
PAGE 2 OF 5

North Ref: NC Grid NAD 83/2011



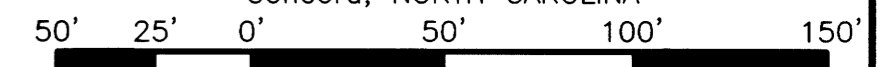
Solid line represents edge of a PSDE which lies 10' from the center of the storm drainage pipe.

FUTURE DEVELOPMENT

MI Homes of Charlotte, LLC.  
Taylor Morrison of Carolinas, Inc.  
PIN: 46801635380000  
DB 12287 PG 184

Page 1 of 5  
Final Plat  
Allen Mills - Phase 2, Map 1

62 Single-Family Lots and 2 COS Lots  
No. 2 Township - Cabarrus County  
Concord, NORTH CAROLINA



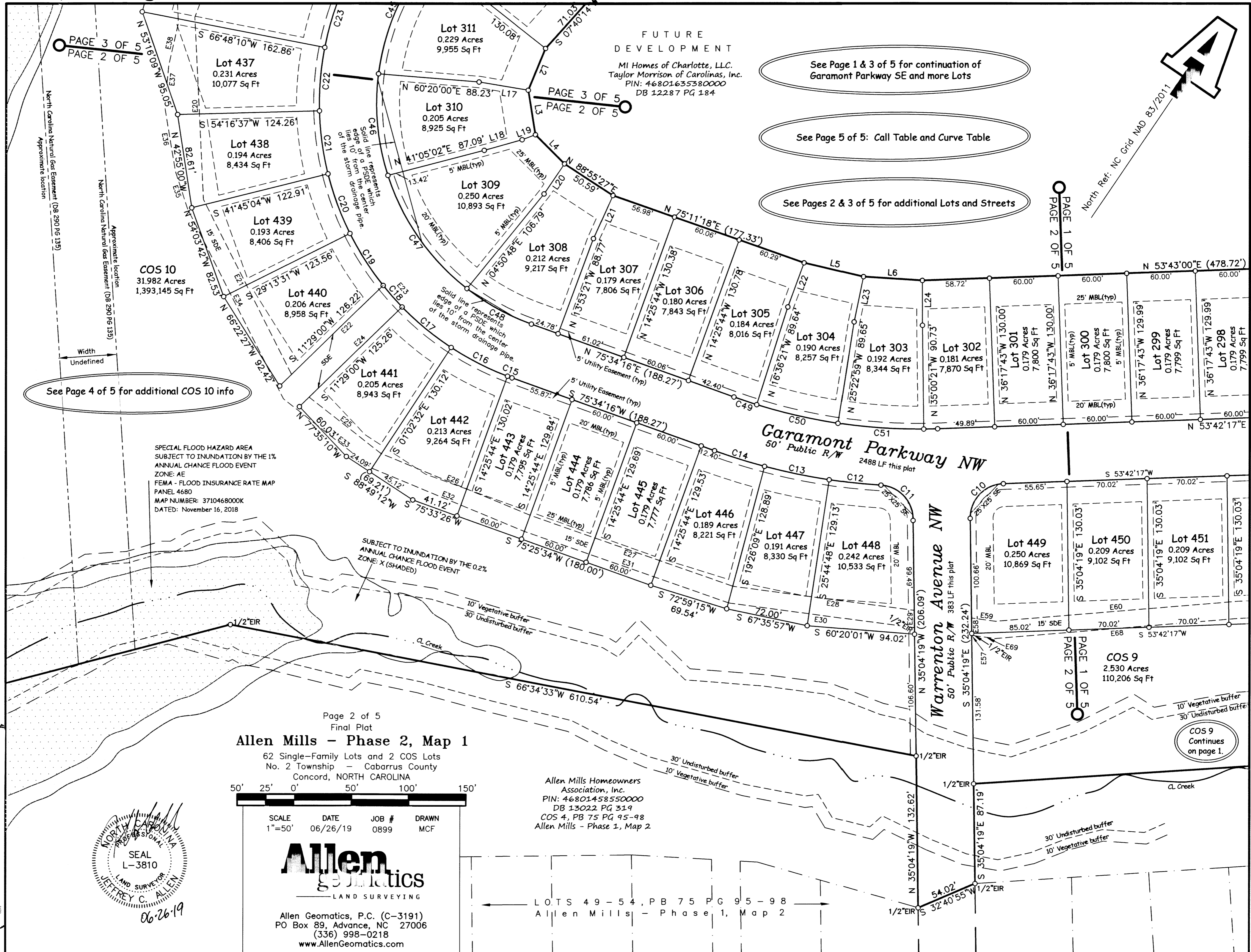
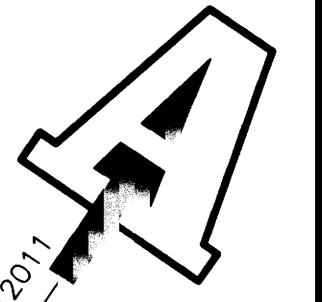
|              |               |            |           |
|--------------|---------------|------------|-----------|
| SCALE 1"=50' | DATE 06/26/19 | JOB # 0899 | DRAWN MCF |
|--------------|---------------|------------|-----------|



Allen Geomatics, P.C. (C-3191)  
PO Box 89, Advance, NC 27006  
(336) 998-0218  
www.AllenGeomatics.com

OWNER:  
M/I Homes of Charlotte, LLC  
5350 77 Center Drive  
Charlotte, NC 28217

LOTS 55 - 68, PB 75 PG 95 - 98  
Allen Mills - Phase 1, Map 2



PAGE 3 OF 5  
PAGE 2 OF 5

PAGE 3 OF 5  
PAGE 2 OF 5

PAGE 1 OF 5  
PAGE 2 OF 5

PAGE 1 OF 5  
PAGE 2 OF 5

See Page 1 & 3 of 5 for continuation of Garamont Parkway SE and more Lots

See Page 5 of 5: Call Table and Curve Table

See Pages 2 & 3 of 5 for additional Lots and Streets

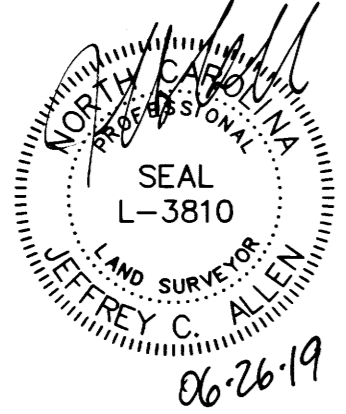
See Page 4 of 5 for additional COS 10 info

SPECIAL FLOOD HAZARD AREA  
SUBJECT TO INUNDATION BY THE 1%  
ANNUAL CHANCE FLOOD EVENT  
ZONE: AE  
FEMA - FLOOD INSURANCE RATE MAP  
PANEL 4680  
MAP NUMBER: 3710468000K  
DATED: November 16, 2018

SUBJECT TO INUNDATION BY THE 0.2%  
ANNUAL CHANCE FLOOD EVENT  
ZONE: X (SHADED)

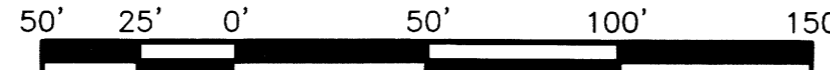
COS 9  
Continues  
on page 1.

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PAGE 0007 THRU 0007  
INSTRUMENT # 16608  
EXCISE TAX \$0.00



Page 2 of 5  
Final Plat  
**Allen Mills - Phase 2, Map 1**

62 Single-Family Lots and 2 COS Lots  
No. 2 Township - Cabarrus County  
Concord, NORTH CAROLINA



SCALE 1"=50'  
DATE 06/26/19  
JOB # 0899  
DRAWN MCF

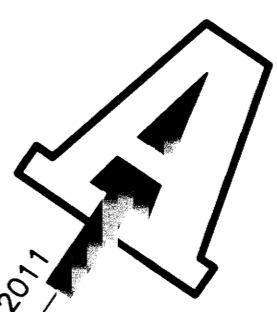


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(336) 998-0218  
www.AllenGeomatics.com

Allen Mills Homeowners  
Association, Inc.  
PIN: 46801458550000  
DB 13022 PG 319  
COS 4, PB 75 PG 95-98  
Allen Mills - Phase 1, Map 2

LOTS 49-54, PB 75 PG 95-98  
Allen Mills - Phase 1, Map 2





Call Table for Stormwater BMP #7

| Course               | Bearing         | Distance     |
|----------------------|-----------------|--------------|
| E1                   | N 86°25'25" E   | 2.28'        |
| E2                   | N 77°21'28" E   | 12.76'       |
| E3                   | S 14°29'53" E   | 82.61'       |
| E4                   | S 10°01'14" W   | 127.75'      |
| E5                   | S 74°27'08" E   | 102.37'      |
| E6                   | Radius: 375.00' | Arc: 22.85'  |
| Chord: S 25°38'06" W |                 | 22.85'       |
| E7                   | S 27°22'52" W   | 5.51'        |
| E8                   | N 37°19'40" W   | 13.08'       |
| E9                   | N 74°27'08" W   | 120.74'      |
| E10                  | S 27°22'52" W   | 13.84'       |
| E11                  | S 27°22'52" W   | 91.09'       |
| E12                  | S 43°21'35" W   | 93.62'       |
| E13                  | S 19°08'41" W   | 45.84'       |
| E14                  | S 06°23'10" W   | 77.40'       |
| E15                  | S 75°35'31" E   | 16.52'       |
| E16                  | S 65°17'25" E   | 19.92'       |
| E17                  | S 22°00'44" E   | 18.93'       |
| E18                  | S 16°04'46" E   | 51.06'       |
| E19                  | S 13°58'14" E   | 78.32'       |
| E20                  | S 36°58'07" E   | 159.61'      |
| E21                  | S 61°01'20" E   | 171.51'      |
| E22                  | S 11°29'00" E   | 111.78'      |
| E23                  | Radius: 255.00' | Arc: 25.04'  |
| Chord: S 75°42'12" E |                 | 25.03'       |
| E24                  | S 11°27'33" W   | 113.36'      |
| E25                  | S 86°11'32" E   | 79.49'       |
| E26                  | N 78°10'21" E   | 141.93'      |
| E27                  | N 75°04'00" E   | 187.44'      |
| E28                  | N 63°20'36" E   | 159.86'      |
| E29                  | S 34°52'53" E   | 15.16'       |
| E30                  | S 63°20'36" W   | 163.57'      |
| E31                  | S 75°04'00" W   | 189.44'      |
| E32                  | S 78°10'21" W   | 144.39'      |
| E33                  | N 86°11'32" W   | 98.41'       |
| E34                  | N 61°04'35" W   | 186.08'      |
| E35                  | N 52°16'38" W   | 34.71'       |
| E36                  | N 43°37'59" W   | 58.07'       |
| E37                  | N 28°22'00" W   | 36.13'       |
| E38                  | N 21°19'10" W   | 37.33'       |
| E39                  | N 36°55'35" W   | 137.71'      |
| E40                  | S 56°59'42" W   | 35.48'       |
| E41                  | N 57°30'13" W   | 70.69'       |
| E42                  | Radius: 74.40'  | Arc: 23.68'  |
| Chord: N 46°57'30" W |                 | 23.58'       |
| E43                  | N 37°50'27" W   | 42.66'       |
| E44                  | Radius: 94.40'  | Arc: 74.89'  |
| Chord: N 15°06'54" W |                 | 72.94'       |
| E45                  | N 07°36'40" E   | 209.31'      |
| E46                  | N 82°43'26" W   | 32.72'       |
| E47                  | N 07°16'34" E   | 30.00'       |
| E48                  | S 82°43'26" E   | 32.90'       |
| E49                  | N 07°36'40" E   | 47.51'       |
| E50                  | Radius: 114.40' | Arc: 171.81' |
| Chord: N 50°38'06" E |                 | 156.11'      |
| E51                  | S 86°20'27" E   | 78.04'       |
| E52                  | Radius: 107.82' | Arc: 136.01' |
| Chord: S 50°07'57" E |                 | 127.17'      |
| E53                  | N 53°52'08" E   | 14.03'       |
| E54                  | N 10°02'47" E   | 18.12'       |
| E55                  | N 02°53'05" E   | 16.05'       |
| E56                  | N 14°29'53" W   | 76.47'       |
| E57                  | N 34°53'41" W   | 1.68'        |
| E58                  | N 35°05'27" W   | 13.48'       |
| E59                  | N 63°15'21" E   | 21.27'       |
| E60                  | N 50°59'29" E   | 211.95'      |
| E61                  | N 53°19'10" E   | 203.13'      |
| E62                  | N 57°45'55" E   | 220.21'      |
| E63                  | N 62°21'07" E   | 260.40'      |
| E64                  | S 27°38'53" E   | 15.00'       |
| E65                  | S 62°21'07" W   | 259.79'      |
| E66                  | S 57°45'55" W   | 219.04'      |
| E67                  | S 53°19'09" W   | 202.22'      |
| E68                  | S 50°59'29" W   | 213.25'      |
| E69                  | S 63°15'21" W   | 20.69'       |
| E70                  | Radius: 425.00' | Arc: 26.57'  |
| Chord: N 25°24'07" E |                 | 26.56'       |
| E71                  | N 59°47'08" E   | 24.36'       |
| E72                  | N 84°50'58" E   | 86.57'       |
| E73                  | S 00°07'48" E   | 15.06'       |
| E74                  | S 84°50'58" W   | 81.91'       |
| E75                  | S 59°47'08" W   | 42.95'       |

SPECIAL FLOOD HAZARD AREA  
SUBJECT TO INUNDATION BY THE 1%  
ANNUAL CHANCE FLOOD EVENT  
ZONE: AE  
FEMA - FLOOD INSURANCE RATE MAP  
PANEL 4680  
MAP NUMBER: 3710468000K  
DATED: November 16, 2018

SUBJECT TO INUNDATION BY THE 0.2%  
ANNUAL CHANCE FLOOD EVENT  
ZONE: X (SHADED)

Stormwater  
SCM #7  
DB 13516 Pg 264

FUTURE  
DEVELOPMENT  
MI Homes of Charlotte, LLC.  
Taylor Morrison of Carolinas, Inc.  
PIN: 46801635380000  
DB 12287 PG 184

FUTURE  
DEVELOPMENT  
MI Homes of Charlotte, LLC.  
Taylor Morrison of Carolinas, Inc.  
PIN: 46801635380000  
DB 12287 PG 184

See Page 5 of 5: Call Table and Curve Table

See Pages 1 & 2 of 5 for additional Lots and Streets

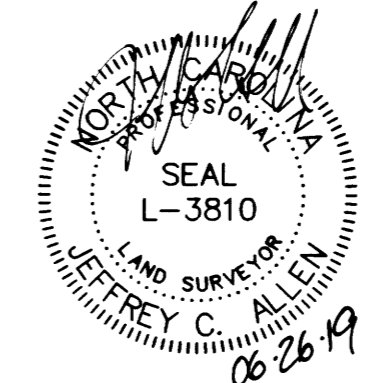
See Page 4 of 5 for additional COS 10 info

COS 10  
31,982 Acres  
1,393,145 Sq Ft

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BOOK 00081  
PAGE 0008 THRU 0008  
INSTRUMENT # 16609  
EXCISE TAX \$0.00

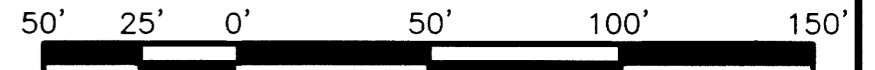
PAGE 3 OF 5  
PAGE 2 OF 5

PAGE 3 OF 5  
PAGE 2 OF 5



Page 3 of 5  
Final Plat  
**Allen Mills - Phase 2, Map 1**

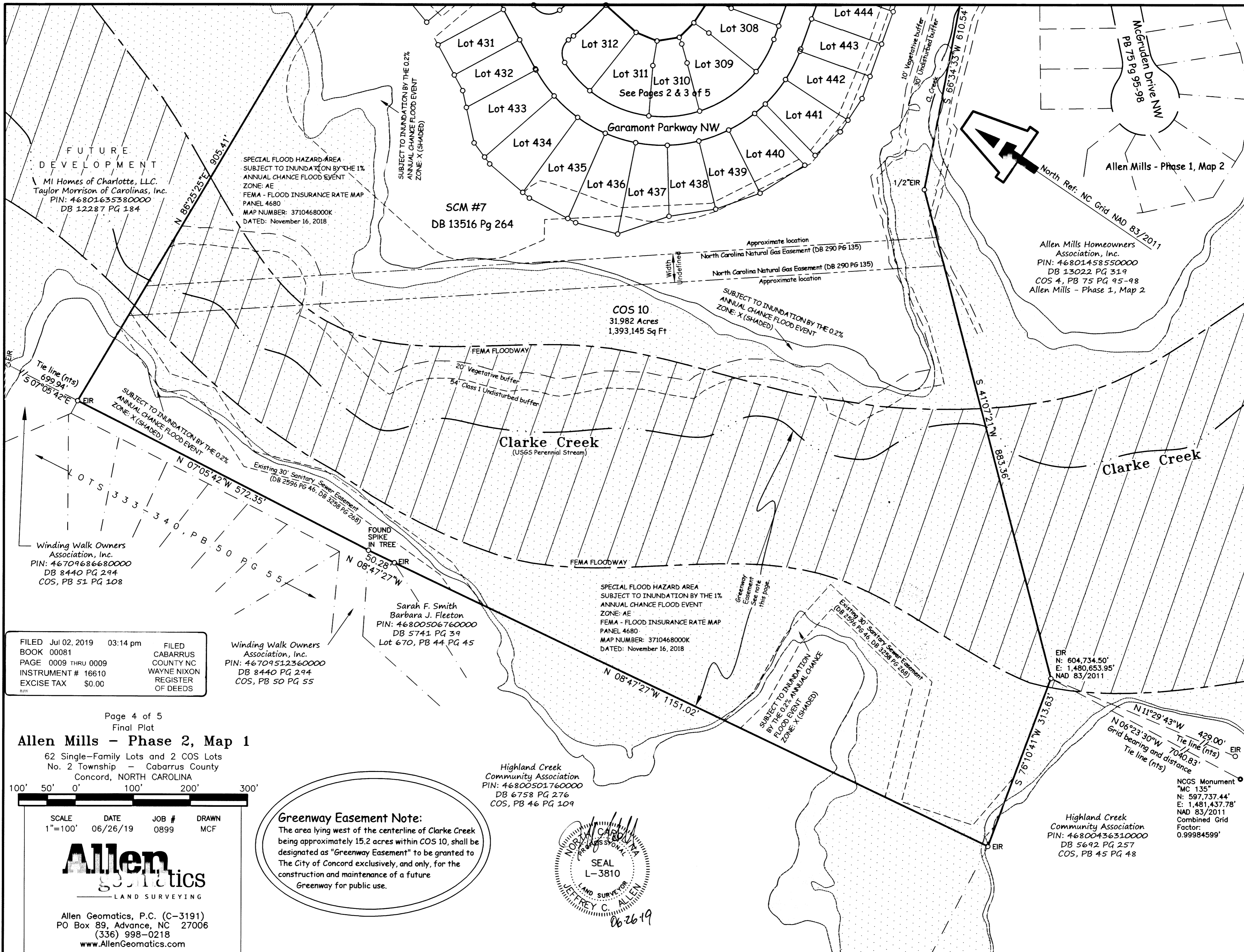
62 Single-Family Lots and 2 COS Lots  
No. 2 Township - Cabarrus County  
Concord, NORTH CAROLINA



SCALE 1"=50' DATE 06/26/19 JOB # 0899 DRAWN MCF



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(336) 998-0218  
www.AllenGeomatics.com



**FUTURE DEVELOPMENT**  
 MI Homes of Charlotte, LLC.  
 Taylor Morrison of Carolinas, Inc.  
 PIN: 46801635380000  
 DB 12287 PG 184

**SPECIAL FLOOD HAZARD AREA**  
 SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT  
 ZONE: AE  
 FEMA - FLOOD INSURANCE RATE MAP  
 PANEL 4680  
 MAP NUMBER: 3710468000K  
 DATED: November 16, 2018

**SCM #7**  
 DB 13516 Pg 264

Allen Mills Homeowners Association, Inc.  
 PIN: 46801458550000  
 DB 13022 PG 319  
 COS 4, PB 75 PG 95-98  
 Allen Mills - Phase 1, Map 2

**COS 10**  
 31,982 Acres  
 1,393,145 Sq Ft

**Clarke Creek**  
 (USGS Perennial Stream)

Winding Walk Owners Association, Inc.  
 PIN: 46709686680000  
 DB 8440 PG 294  
 COS, PB 51 PG 108

Sarah F. Smith  
 Barbara J. Fleeton  
 PIN: 46800506760000  
 DB 5741 PG 39  
 Lot 670, PB 44 PG 45

**SPECIAL FLOOD HAZARD AREA**  
 SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT  
 ZONE: AE  
 FEMA - FLOOD INSURANCE RATE MAP  
 PANEL 4680  
 MAP NUMBER: 3710468000K  
 DATED: November 16, 2018

Winding Walk Owners Association, Inc.  
 PIN: 46709512360000  
 DB 8440 PG 294  
 COS, PB 50 PG 55

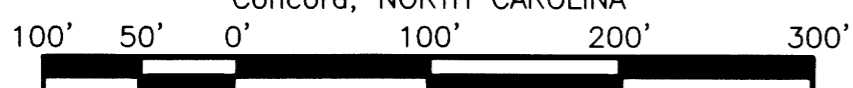
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 E: 1,480,653.95'  
 NAD 83/2011

Highland Creek Community Association  
 PIN: 46800436310000  
 DB 5692 PG 257  
 COS, PB 45 PG 48

FILED Jul 02, 2019 03:14 pm  
 BOOK 00081  
 PAGE 0009 THRU 0009  
 INSTRUMENT # 16610  
 EXCISE TAX \$0.00

FILED CABARRUS COUNTY NC  
 WAYNE NIXON REGISTER OF DEEDS

Page 4 of 5  
 Final Plat  
**Allen Mills - Phase 2, Map 1**  
 62 Single-Family Lots and 2 COS Lots  
 No. 2 Township - Cabarrus County  
 Concord, NORTH CAROLINA

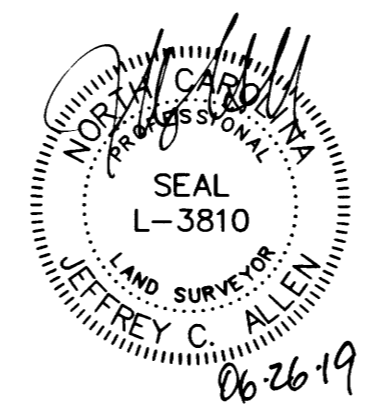


SCALE 1"=100'  
 DATE 06/26/19  
 JOB # 0899  
 DRAWN MCF



Allen Geomatics, P.C. (C-3191)  
 PO Box 89, Advance, NC 27006  
 (336) 998-0218  
 www.AllenGeomatics.com

**Greenway Easement Note:**  
 The area lying west of the centerline of Clarke Creek being approximately 15.2 acres within COS 10, shall be designated as "Greenway Easement" to be granted to The City of Concord exclusively, and only, for the construction and maintenance of a future Greenway for public use.





CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights-of-way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right-of-way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.

W. Matthew Davis 6-27-19
M/I Homes of Charlotte, LLC Date

Certificate of Acceptance of Offer of Dedication

I hereby certify that the City Council accepted the offers of dedication shown on this plat by resolution at a meeting of the City Council held on May 9, 2019.

Ann G. Deane 7-2-19
City Clerk Date

Certificate of Fee Payment

I hereby certify that all fees for the Allen Mills subdivision have been paid or that the fees are not applicable.

Don Hunsar 7/2/19
Finance Director Date

CERTIFICATE OF FINAL PLAT APPROVAL

I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for the Allen Mills subdivision was approved by the Concord Planning & Zoning Commission Administrator with the concurrence of the Development Review Committee at their meeting on June 27, 2019.

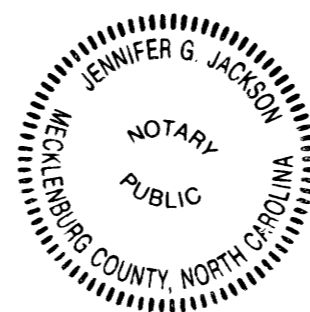
K. Ashley 7/2/19
Planning and Neighborhood Services Director (or Designee) Date

NORTH CAROLINA MECKLENBURG COUNTY

I, Jennifer G. Jackson, a notary public for said county and state, do hereby certify that I personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal, this, the 27th day of June, 2019.

My commission expires: Notary Public



Call Table with columns: Course, Bearing, Distance. Lists 24 courses (L1-L24) with bearings and distances.

Curve Table with columns: Curve, Radius, Length, Chord, Chord Bearing. Lists 57 curves (C1-C57) with various measurements.

CERTIFICATE OF STREETS, WATER, AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

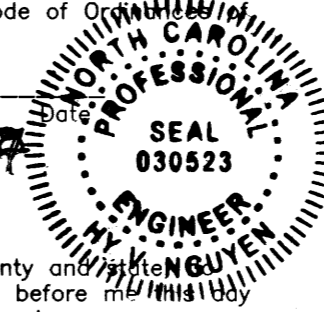
I hereby certify that all publicly maintained streets, storm drainage systems, water and sewer systems and other publicly maintained improvements and any privately maintained water quality "Best Management Practice" shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the State of North Carolina.

M. Sue Hyde 7/2/19
Director of Engineering Date

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

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

Professional Engineer License No. 030523 Date 2019-06-27

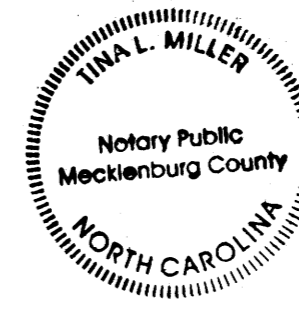


NORTH CAROLINA MECKLENBURG COUNTY

I, Tina L. Miller, a notary public for said county and state, do hereby certify that I personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal, this, the 27th day of June, 2019.

My commission expires: 3/10/21 Notary Public



FILED Jul 02, 2019 03:14 pm FILED
BOOK 00081 CABARRUS COUNTY NC
PAGE 0010 THRU 0010 WAYNE NIXON REGISTER OF DEEDS
INSTRUMENT # 16611
EXCISE TAX \$0.00

NOTES:

- 1. Tax Parcel: A Portion of 46801635380000
2. Deed Ref.: Part of DB 12287 Pg 184
3. Zoning: PRD
4. Building setbacks: Front = 20', Rear = 25', Side setbacks are determined by lot widths at Front building line. 60' = 5' per side / 20' corner, 70' = 5' per side / 20' corner
5. Total Area: 51.37 Acres
62 Lots: 13.173 Acres
2 COS Lot: 34.512 Acres
Right-of-Way: 3.694 Acres
Garamont Parkway NW: 2.856 Acres
Creighton Road NW: 0.135 Acres
Kartey Avenue NW: 0.143 Acres
Warrenton Avenue NW: 0.420 Acres
Brounell Court NW: 0.140 Acres
6. Total linear footage in new roads: 3,290 lin ft
Garamont Parkway NW: 2,488 lin ft
Creighton Road NW: 136 lin ft
Kartey Avenue NW: 142 lin ft
Warrenton Avenue NW: 383 lin ft
Brounell Court NW: 141 lin ft

- 7. This property is not located in a watershed district.
8. 1/2" iron rebar set at all property corners, unless otherwise noted.
9. The purpose of this plat is to create 62 single family lots, 2 COS lots, storm drainage easements, public road rights-of-way, and other matters, as shown.
10. None of the buildable lots shown on this plat are located in a Special Flood Hazard Area. As shown on page 4 of this plat, a portion of Common Open Space #10 (COS 10) is located within the Special Flood Hazard Area as determined by FEMA Map Number: 3710468000K Dated: 11/16/2018
11. No permanent or accessory structures are permitted within any easements. Fences are the exception. If a homeowner has a fence within an easement, it will be the responsibility of the homeowner to repair or replace the fence if removal is required for maintenance. This rule applies to Lots 349-350, 428-430, 435-448, 449-461, COS 10. SDEs are centered on the existing storm structures.
12. Maintenance of SDE - Private is the responsibility of the Homeowners Association (HOA).
13. The Operation and Maintenance of the storm water structures is the responsibility of the Homeowners Association (HOA).
14. All houses built on the lots shown on this plat shall have NFPA 13D sprinkler systems installed.
15. Construction and maintenance of all improvements within the COS 10 "Greenway Easement" and the Greenway Access Easement between Lots 427 & 428 is the sole responsibility of the City of Concord.

LEGEND

- EIR EXISTING IRON REBAR
R/W RIGHT-OF-WAY
PIN PARCEL IDENTIFICATION NUMBER
NCGS NORTH CAROLINA GEODETIC SURVEY
NAD NORTH AMERICAN DATUM
MBL MINIMUM BUILDING LINE (SETBACK)
SSE SANITARY SEWER EASEMENT
PT POINT NOT FOUND OR SET TYPICAL
NTS NOT TO SCALE
SDE STORM DRAINAGE EASEMENT (PRIVATE)
PSDE PUBLIC STORM DRAINAGE EASEMENT
SE SIGHT EASEMENT
COS COMMON OPEN SPACE
R/W RIGHT-OF-WAY

See Page 1 of 5: Additional Certifications

Page 5 of 5
Final Plat
Allen Mills - Phase 2, Map 1

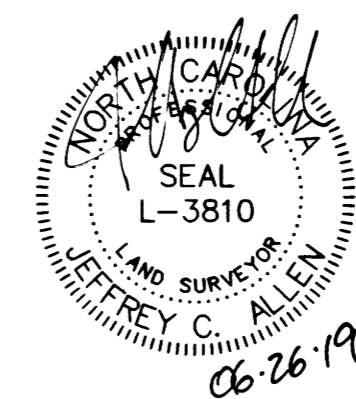
62 Single-Family Lots and 2 COS Lots
No. 2 Township - Cabarrus County
Concord, NORTH CAROLINA

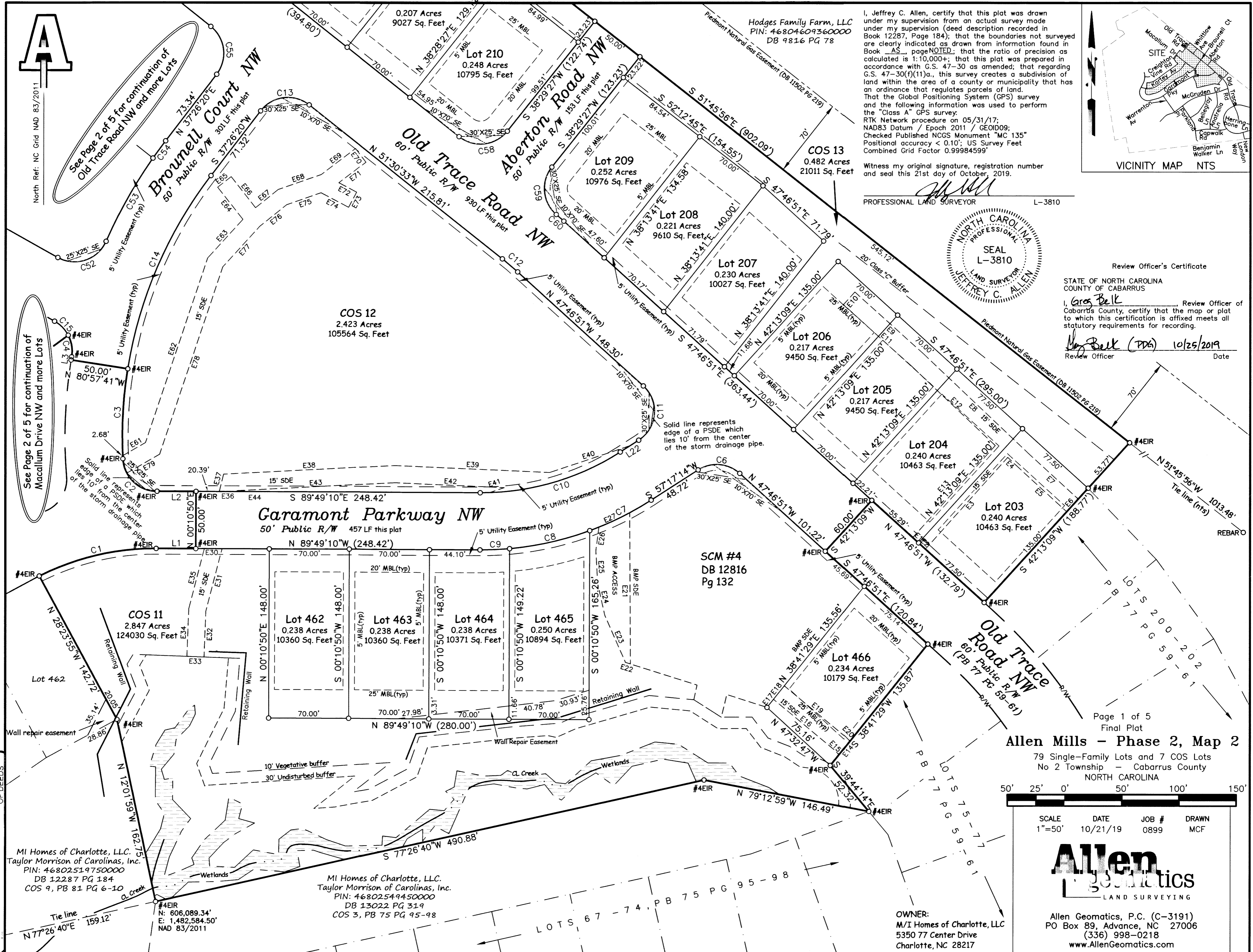


SCALE DATE JOB # DRAWN
1"=50' 06/26/19 0899 MCF



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PO Box 89, Advance, NC 27006
(336) 998-0218
www.AllenGeomatics.com

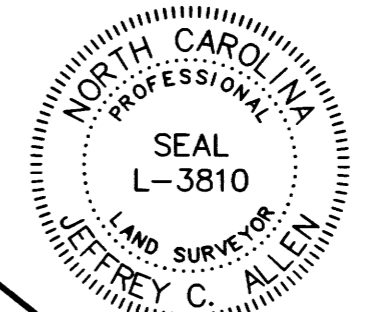
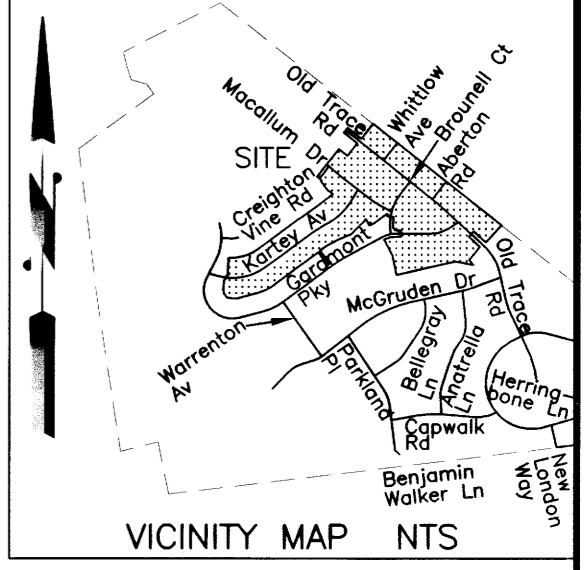




I, Jeffrey C. Allen, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 12287, Page 184); that the boundaries not surveyed are clearly indicated as drawn from information found in Book AS, page NOTED; that the ratio of precision as calculated is 1:10,000+; that this plat was prepared in accordance with G.S. 47-30 as amended; that regarding G.S. 47-30(f)(11)a., this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land. That the Global Positioning System (GPS) survey and the following information was used to perform the "Class A" GPS survey:  
 RTK Network procedure on 05/31/17;  
 NAD83 Datum / Epoch 2011 / GEOID09;  
 Checked Published NCGS Monument "MC 135"  
 Positional accuracy < 0.10"; US Survey Feet Combined Grid Factor 0.99984599'

Witness my original signature, registration number and seal this 21st day of October, 2019.

*Jeffrey C. Allen*  
 PROFESSIONAL LAND SURVEYOR L-3810



Review Officer's Certificate

STATE OF NORTH CAROLINA  
 COUNTY OF CABARRUS

I, Gra Bell, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Gra Bell (PDA) 10/25/2019  
 Review Officer Date

FILED Oct 25, 2019 10:06 am  
 BOOK 0082  
 PAGE 0021 THRU 0021  
 INSTRUMENT # 29468  
 EXCISE TAX \$0.00

MI Homes of Charlotte, LLC.  
 Taylor Morrison of Carolinas, Inc.  
 PIN: 46802519750000  
 DB 12287 PG 184  
 COS 9, PB 81 PG 6-10

MI Homes of Charlotte, LLC.  
 Taylor Morrison of Carolinas, Inc.  
 PIN: 46802549450000  
 DB 13022 PG 319  
 COS 3, PB 75 PG 95-98

Page 1 of 5  
 Final Plat  
**Allen Mills - Phase 2, Map 2**  
 79 Single-Family Lots and 7 COS Lots  
 No 2 Township - Cabarrus County  
 NORTH CAROLINA

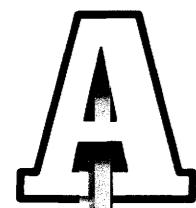
SCALE 1"=50' DATE 10/21/19 JOB # 0899 DRAWN MCF

**Allen Geomatics**  
 LAND SURVEYING

OWNER:  
 M/I Homes of Charlotte, LLC  
 5350 77 Center Drive  
 Charlotte, NC 28217

Allen Geomatics, P.C. (C-3191)  
 PO Box 89, Advance, NC 27006  
 (336) 998-0218  
 www.AllenGeomatics.com

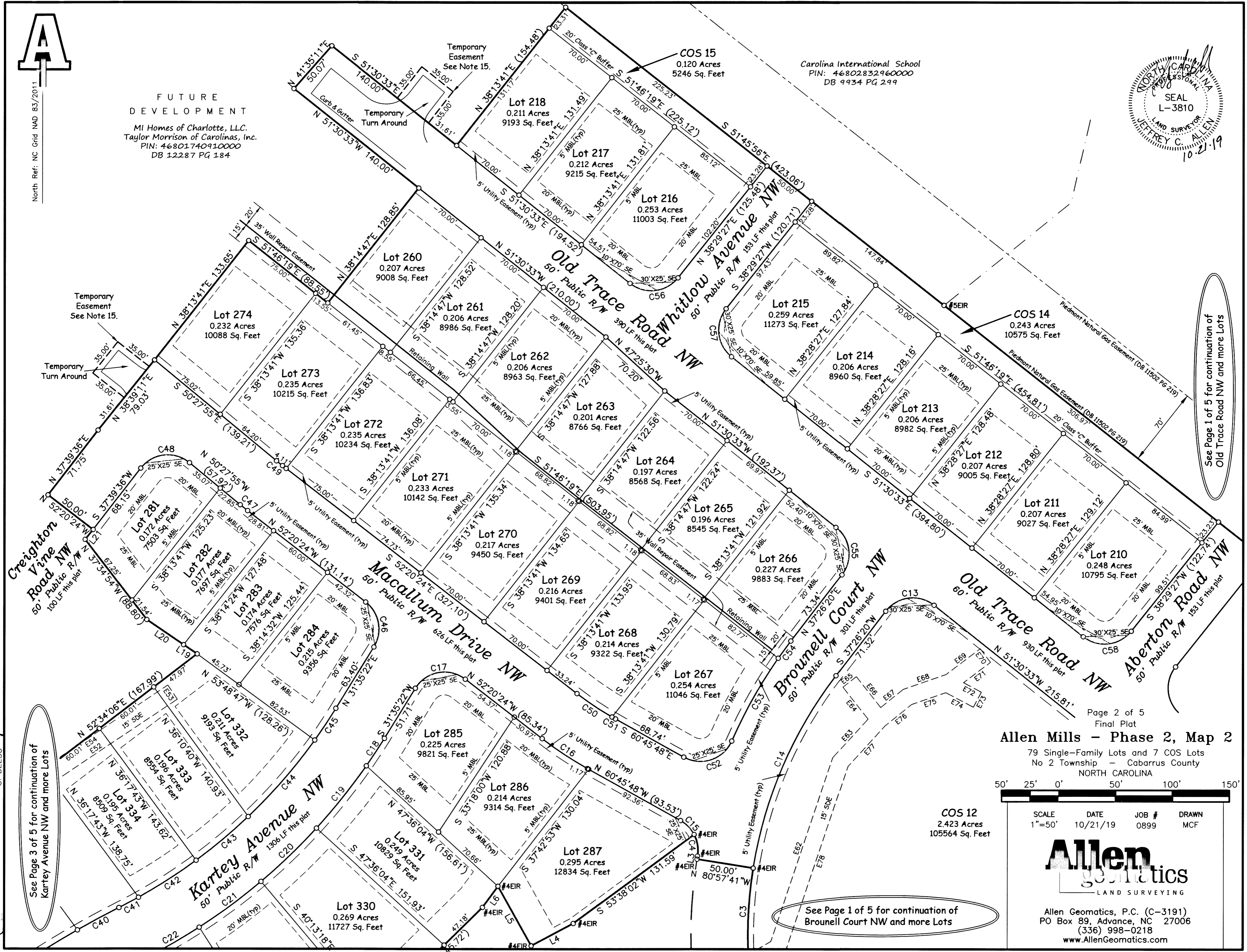
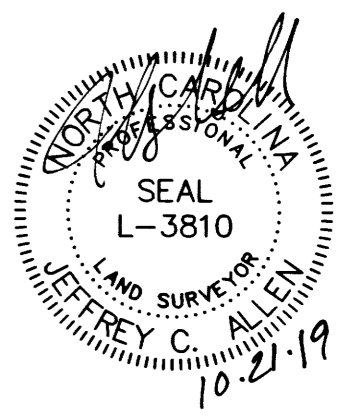




North Ref: NC Grid NAD 83/2011

FUTURE DEVELOPMENT  
MI Homes of Charlotte, LLC.  
Taylor Morrison of Carolinas, Inc.  
PIN: 46801740910000  
DB 12287 PG 184

Carolina International School  
PIN: 46802832960000  
DB 9934 PG 299



See Page 1 of 5 for continuation of Old Trace Road NW and more Lots

See Page 3 of 5 for continuation of Kartey Avenue NW and more Lots

See Page 1 of 5 for continuation of Brounell Court NW and more Lots

FILED Oct. 25, 2019 10:06 am  
BOOK 00082  
PAGE 0022 THRU 0022  
INSTRUMENT # 29469  
REGISTER EXCISE TAX \$0.00

Page 2 of 5  
Final Plat  
**Allen Mills - Phase 2, Map 2**  
79 Single-Family Lots and 7 COS Lots  
No 2 Township - Cabarrus County  
NORTH CAROLINA

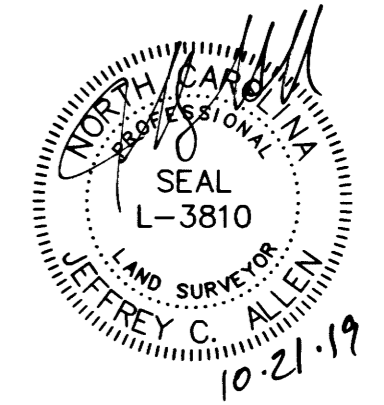
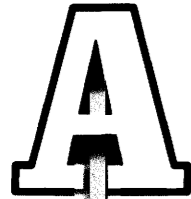
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| SCALE  | DATE     | JOB # | DRAWN |
|--------|----------|-------|-------|
| 1"=50' | 10/21/19 | 0899  | MCF   |



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PO Box 89, Advance, NC 27006  
(336) 998-0218  
www.AllenGeomatics.com

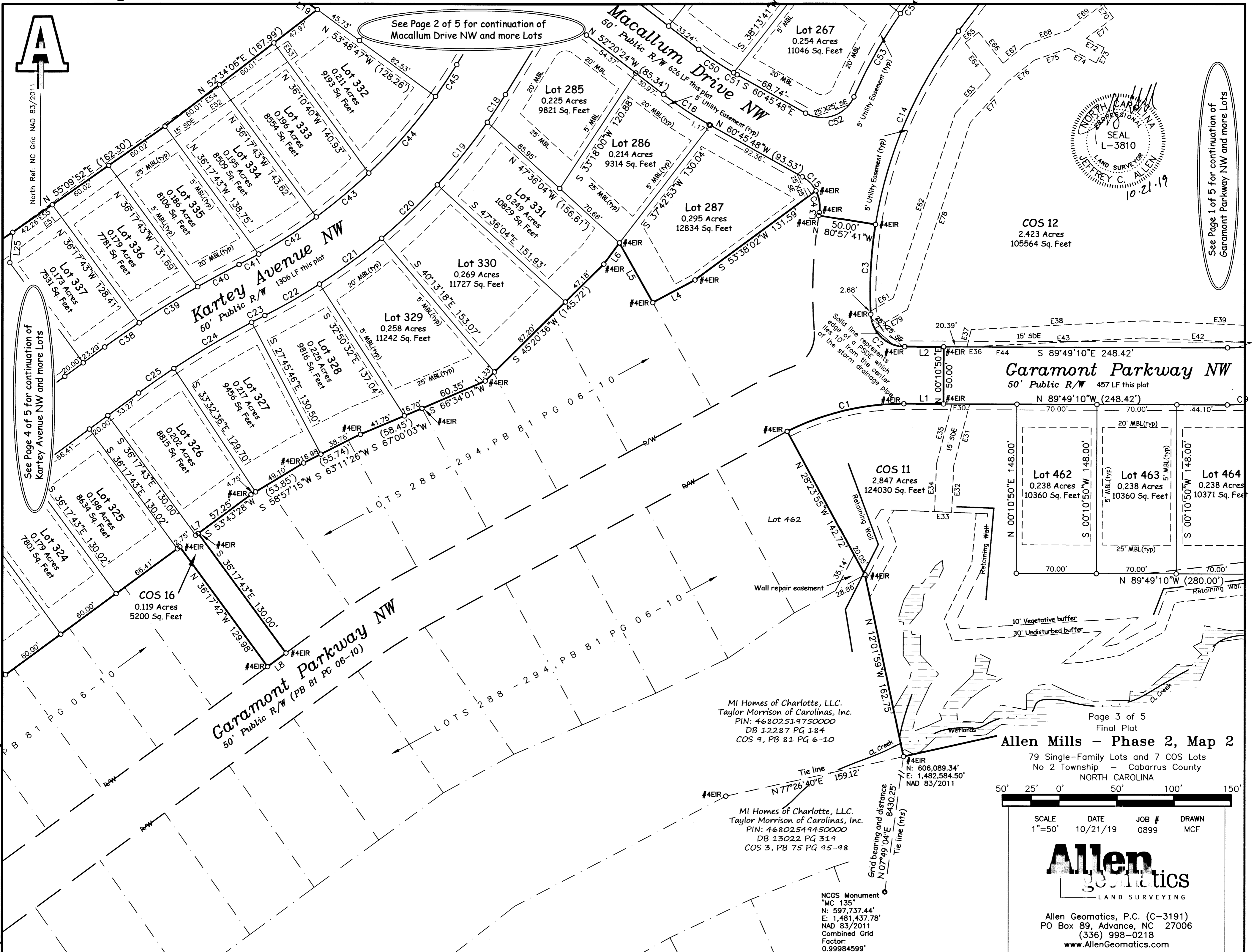




See Page 1 of 5 for continuation of Garamont Parkway NW and more Lots

See Page 2 of 5 for continuation of Macallum Drive NW and more Lots

See Page 4 of 5 for continuation of Kartey Avenue NW and more Lots



FILED Oct 25, 2019 10:06 am  
BOOK 00082  
PAGE 0023 THRU 0023  
INSTRUMENT # 29470  
EXCISE TAX \$0.00  
FILED CABARRUS COUNTY NC  
WAYNE NIXON REGISTER OF DEEDS

MI Homes of Charlotte, LLC.  
Taylor Morrison of Carolinas, Inc.  
PIN: 46802519750000  
DB 12287 PG 184  
COS 9, PB 81 PG 6-10

MI Homes of Charlotte, LLC.  
Taylor Morrison of Carolinas, Inc.  
PIN: 46802549450000  
DB 13022 PG 319  
COS 3, PB 75 PG 95-98

NCGS Monument  
MC 135  
N: 597,737.44'  
E: 1,481,437.78'  
NAD 83/2011  
Combined Grid  
Factor: 0.99984599'

Page 3 of 5  
Final Plat  
**Allen Mills - Phase 2, Map 2**

79 Single-Family Lots and 7 COS Lots  
No 2 Township - Cabarrus County  
NORTH CAROLINA

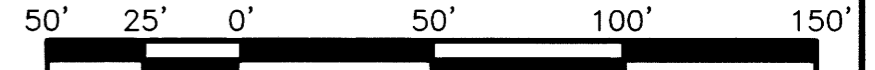
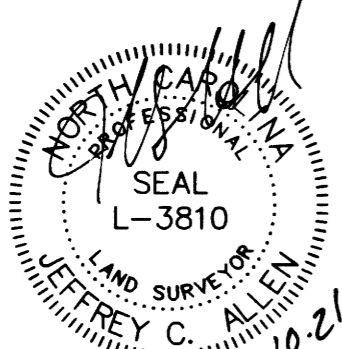
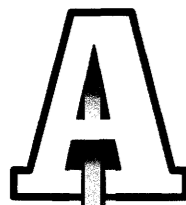


Table with 4 columns: SCALE, DATE, JOB #, DRAWN. Values: 1"=50', 10/21/19, 0899, MCF.



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FUTURE DEVELOPMENT  
MI Homes of Charlotte, LLC.  
Taylor Morrison of Carolinas, Inc.  
PIN: 46801740910000  
DB 122287 PG 184

See Page 3 of 5 for continuation of  
Kartey Avenue NW and more Lots

Garmont Parkway NW  
50' Public R/W (PB 81 PG 06-10)

Allen Mills - Phase 2, Map 1  
LOTS 349 - 350  
P B 81 P G 06 - 10

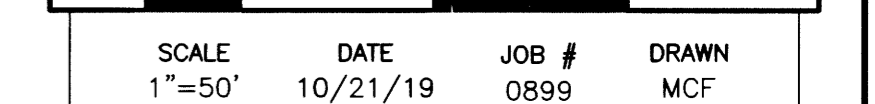
Kartey Avenue NW  
50' Public R/W

Allen Mills - Phase 2, Map 1  
LOTS 295 - 302  
P B 81 P G 06 - 10

Garmont Parkway NW  
50' Public R/W (PB 81 PG 06-10)

FILED Oct 25, 2019 10:06 am  
BOOK 00082  
PAGE 0024 THRU 0024  
INSTRUMENT # 29471  
EXCISE TAX \$0.00  
FILED CABARRUS COUNTY NC  
WAYNE NIXON REGISTER OF DEEDS

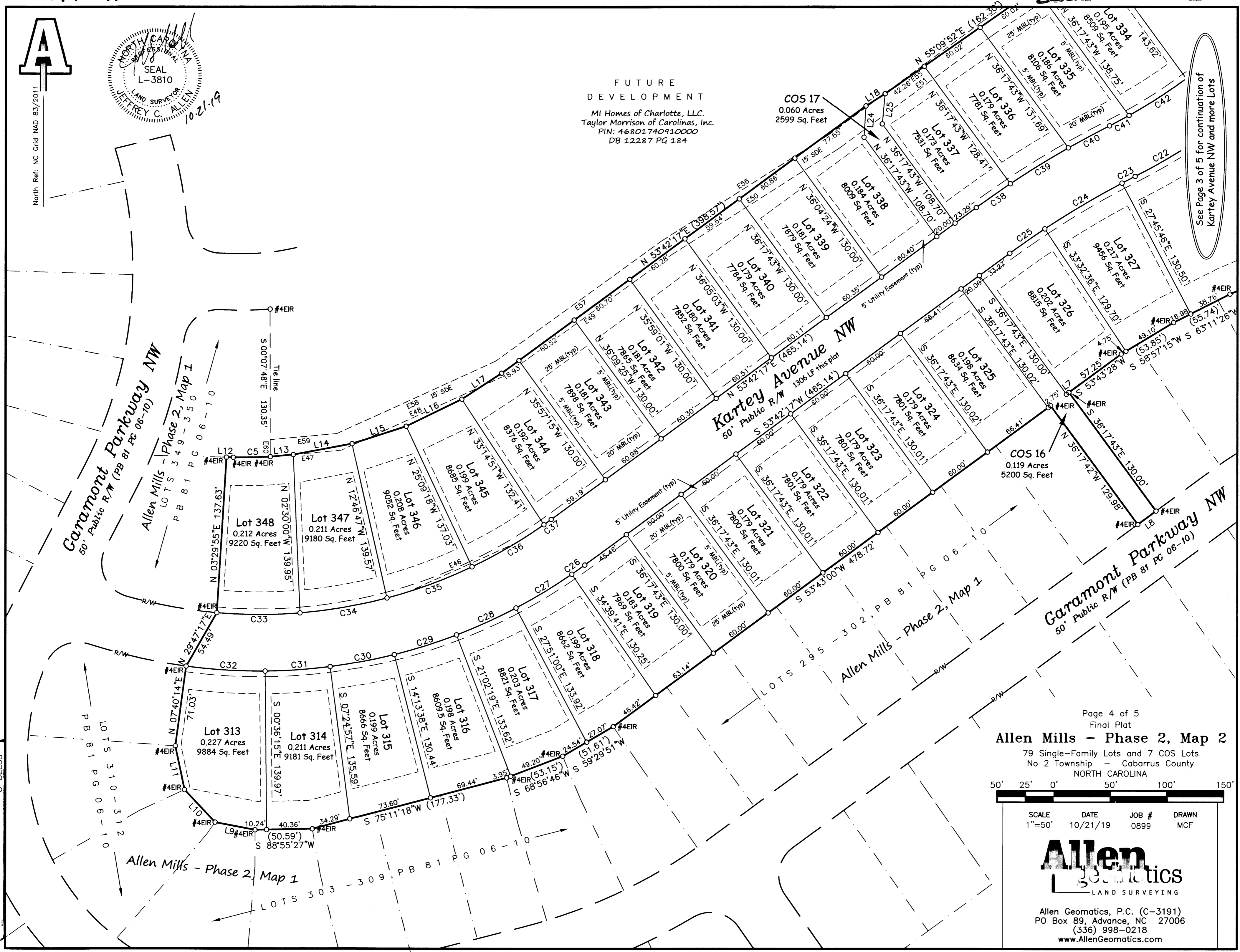
Page 4 of 5  
Final Plat  
**Allen Mills - Phase 2, Map 2**  
79 Single-Family Lots and 7 COS Lots  
No 2 Township - Cabarrus County  
NORTH CAROLINA



SCALE 1"=50'  
DATE 10/21/19  
JOB # 0899  
DRAWN MCF



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(336) 998-0218  
www.AllenGeomatics.com





CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plan as streets, sidewalks, greenways, rights-of-way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right-of-way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.

M/I Homes of Charlotte, LLC Date 10/21/19

Certificate of Acceptance of Offer of Dedication

I hereby certify that the City Council accepted the offers of dedication shown on this plan by resolution at a meeting of the City Council held on 10-25-19, 2019.

Jim J. Deakin City Clerk Date 10-25-19

Certificate of Fee Payment

I hereby certify that all fees for the Allen Mills subdivision have been paid for that the fees are not applicable.

Finance Director Date 10-25-19

CERTIFICATE OF FINAL PLAT APPROVAL

I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for the Allen Mills subdivision was approved by the Planning & Neighborhood Services Director with the concurrence of the Development Review Committee at their meeting on 10-21-19, 2019.

Planning and Neighborhood Services Director Date 10/21/19

NORTH CAROLINA MECKLENBURG COUNTY

I, Vipul Kumar O. Trivedi, a Notary Public for said county and state, do hereby certify that Scott Frederick Herr personally appeared before me this day and acknowledged the due execution of the foregoing instrument. Witness my hand and official seal, this the 15th day of October, 2019.

Notary Public My Commission Expires Nov. 15, 2020

VIPULKUMAR O. TRIVEDI NOTARY PUBLIC Mecklenburg County North Carolina My Commission Expires: Nov.15, 2020

CERTIFICATE OF STREETS, WATER, AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I hereby certify that all publicly maintained streets, storm drainage systems, water and sewer systems and other publicly maintained improvements and any privately maintained water quality "Best Management Practice" shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the State of North Carolina.

M. Sue Hyde Director of Engineering Date 10/23/19

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

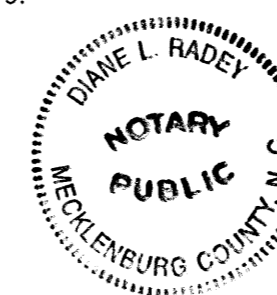
I also acknowledge that falsification of the above certifications may subject me to civil suit and/or criminal prosecution under the General Statutes, including but not limited to, G.S. 14-100 and G.S. 136-102.6 and the Code of Ordinances of the City of Concord.

Professional Engineer License No. Date

NORTH CAROLINA MECKLENBURG COUNTY

I, Diane L. Radey, a notary public for said county and state, do hereby certify that H.V. Nguyen personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

WITNESS my hand and seal, this, the 22 day of October, 2019. My commission expires: June 23, 2021



Call Table with columns: Course, Bearing, Distance. Lists courses L1 through L25 with their respective bearings and distances.

SDE/BMP Call Table with columns: Course, Bearing, Distance. Lists courses E1 through E27 with their respective bearings and distances.

Curve Table with columns: Curve, Radius, Length, Chord, Chord Bearing. Lists curves C1 through C60 with their respective radii, lengths, chord lengths, and bearings.

NOTES:

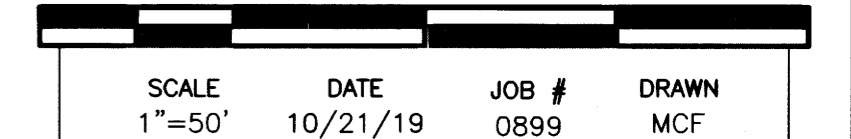
- 1. Tax Parcel: A Portion of 46801740910000
2. Deed Ref.: Part of DB 12287 Pg 184
3. Zoning: PRD
4. Building Setbacks: Front = 20', Rear = 25', Side setbacks are determined by lot widths at Front building line.
5. Total Area: 28.470 Acres
6. Total linear footage in new roads: 4,491 lin ft
7. This property is not located in a watershed district.
8. 5/8" iron rebar set at all property corners, unless otherwise noted.
9. The purpose of this plat is to create 79 single family lots, 7 COS lots, storm drainage easements, and a public road right of way.
10. This property is not located in a Special Flood Hazard Area.
11. No permanent or accessory structures are permitted within any easements.
12. SDEs are centered on the existing storm structures.
13. Maintenance of SDE - Private is the responsibility of the Homeowners Association (HOA).
14. The Operation and Maintenance of the storm water structures is the responsibility of the Homeowners Association (HOA).
15. The 35'x35' temporary easement for the temporary turnaround will be eliminated upon future development platting for public right-of-way of Old Trace Road NW and Macallum Drive NW.
16. All houses built on the lots shown on the plat shall have NFPA 13D Sprinkler Systems installed.

LEGEND

- EIR EXISTING IRON REBAR
R/W RIGHT-OF-WAY
PIN PARCEL IDENTIFICATION NUMBER
NCGS NORTH CAROLINA GEODETIC SURVEY
NAD NORTH AMERICAN DATUM
MBL MINIMUM BUILDING LINE (SETBACK)
SSE SANITARY SEWER EASEMENT
PT POINT NOT FOUND OR SET
TYP TYPICAL
NTS NOT TO SCALE
SDE STORM DRAINAGE EASEMENT (PRIVATE)
PSDE PUBLIC STORM DRAINAGE EASEMENT
SE SIGHT EASEMENT
COS COMMON OPEN SPACE
R/W RIGHT-OF-WAY

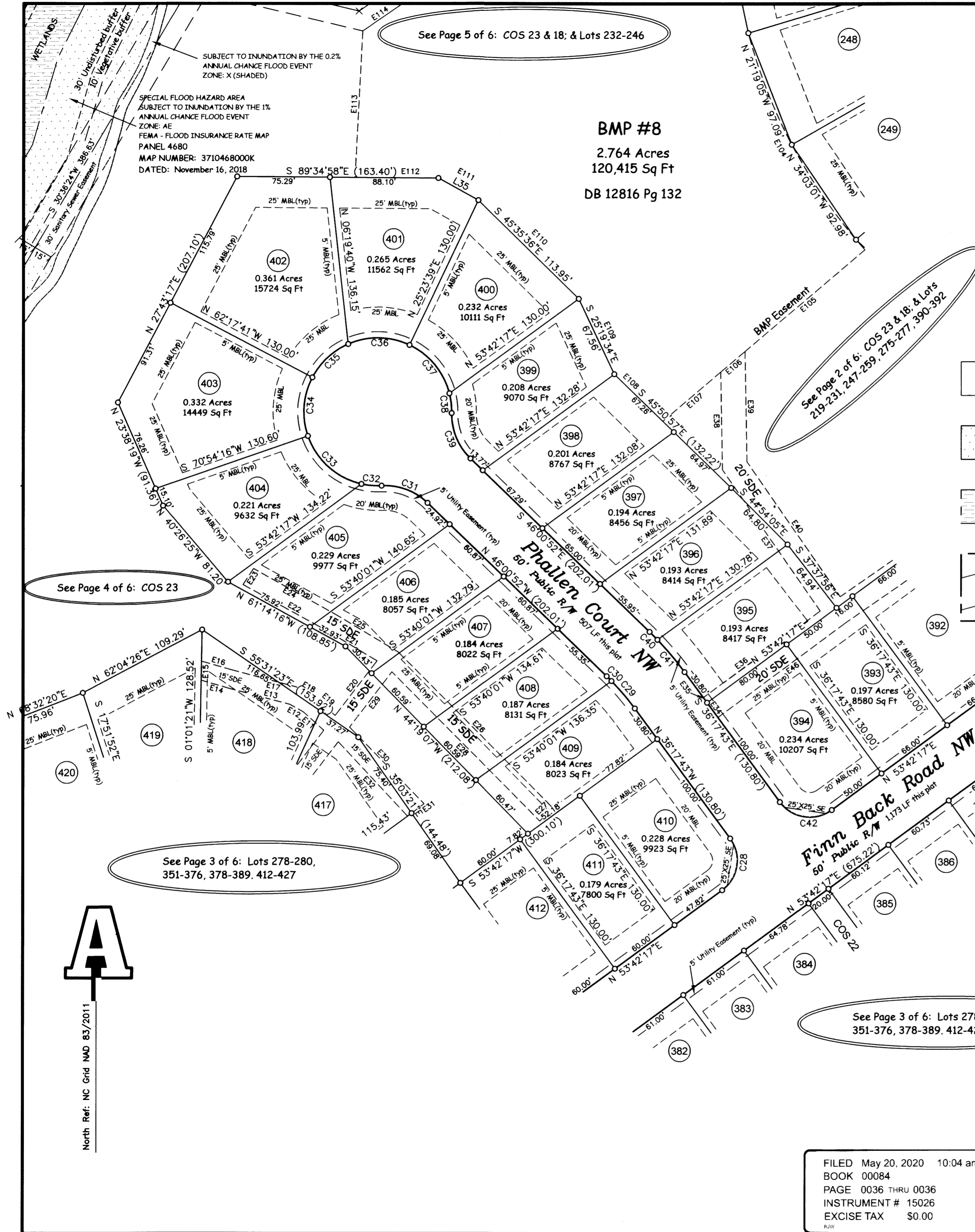
Page 5 of 5 Final Plat Allen Mills - Phase 2, Map 2

79 Single-Family Lots and 7 COS Lots No 2 Township - Cabarrus County NORTH CAROLINA



Allen Geomatics LAND SURVEYING. Allen Geomatics, P.C. (C-3191) PO Box 89, Advance, NC 27006 (336) 998-0218 www.AllenGeomatics.com

FILED Oct 25, 2019 10:06 am CABARRUS COUNTY, NC WAYNE NIXON REGISTER OF DEEDS EXCISE TAX \$0.00



SUBJECT TO INUNDATION BY THE 0.2% ANNUAL CHANCE FLOOD EVENT ZONE: X (SHADED)

SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT ZONE: AE

FEMA - FLOOD INSURANCE RATE MAP PANEL 4680 MAP NUMBER: 3710468000K DATED: November 16, 2018

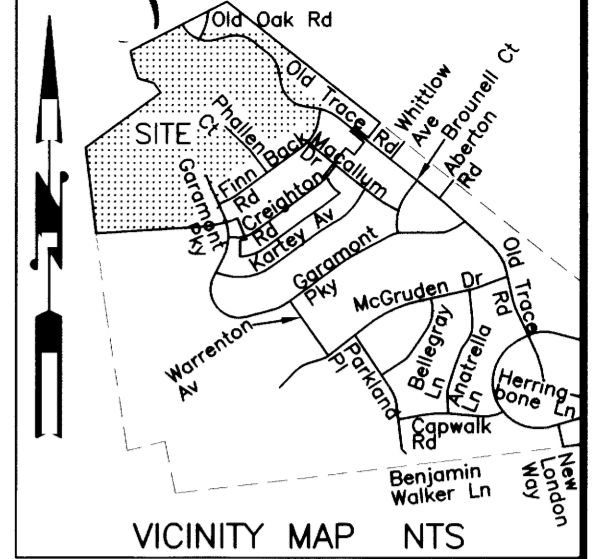
**BMP #8**  
2.764 Acres  
120,415 Sq Ft  
DB 12816 Pg 132

LEGEND

- EIR EXISTING IRON REBAR
- R/W RIGHT-OF-WAY
- PIN PARCEL IDENTIFICATION NUMBER
- NCGS NORTH CAROLINA GEODETIC SURVEY
- NAD NORTH AMERICAN DATUM
- MBL MINIMUM BUILDING LINE (SETBACK)
- SSE SANITARY SEWER EASEMENT
- PT POINT NOT FOUND OR SET
- TYP TYPICAL
- NTS NOT TO SCALE
- SDE STORM DRAINAGE EASEMENT (PRIVATE)
- PSDE PUBLIC STORM DRAINAGE EASEMENT
- SE SIGHT EASEMENT
- COS COMMON OPEN SPACE
- R/W RIGHT-OF-WAY

HATCH PATTERN LEGEND

- FEMA - FIRM: ZONE X (SHADED) 0.2%
- FEMA - FIRM: ZONE AE 1%
- WETLANDS
- FEMA-FIRM: FLOODWAY



Review Officer's Certificate

STATE OF NORTH CAROLINA  
COUNTY OF CABARRUS

I, Grea Belk, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

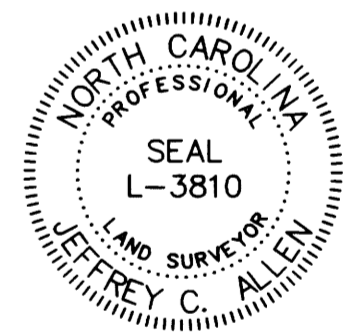
Grea Belk (by ssn) 5/20/2020  
Review Officer Date

I, Jeffrey C. Allen, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 12287, Page 184); that the boundaries not surveyed are clearly indicated as drawn from information found in Book 12287, page 184; that the ratio of precision as calculated is 1:10,000+; that this plat was prepared in accordance with G.S. 47-30 as amended; that regarding G.S. 47-30(f)(11)a., this survey creates a subdivision of land within the area of a county or municipality that has an ordinance that regulates parcels of land. That the Global Positioning System (GPS) survey and the following information was used to perform the "Class A" GPS survey:

RTK Network procedure on 05/31/17;  
NAD83 Datum / Epoch 2011 / GEOID09;  
Checked Published NCGS Monument "MC 135"  
Positional accuracy < 0.10'; US Survey Feet  
Combined Grid Factor 0.99984599'

Witness my original signature, registration number and seal this 14th day of April, 2020.

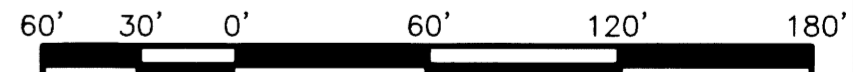
Jeffrey C. Allen  
PROFESSIONAL LAND SURVEYOR L-3810



See Page 6 of 6: Additional Certifications, Call Tables, & Notes

Page 1 of 6  
Final Plat  
**Allen Mills - Phase 2, Map 3**

123 Single-Family Lots and 6 COS Lots  
No. 2 Township - Cabarrus County  
NORTH CAROLINA



|        |          |       |       |
|--------|----------|-------|-------|
| SCALE  | DATE     | JOB # | DRAWN |
| 1"=60' | 04/14/20 | 0899  | MCF   |

**Allen**  
geomatics  
— LAND SURVEYING

Allen Geomatics, P.C. (C-3191)  
PO Box 89, Advance, NC 27006  
(336) 998-0218  
www.AllenGeomatics.com

FILED May 20, 2020 10:04 am  
BOOK 00084  
PAGE 0036 THRU 0036  
INSTRUMENT # 15026  
EXCISE TAX \$0.00

FILED CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS

OWNER:  
M/I Homes of Charlotte, LLC  
5350 77 Center Drive  
Charlotte, NC 28217



North Ref: NC Grid NAD 83/2011



See Page 5 of 6: COS 23 & 18; & Lots 232-246

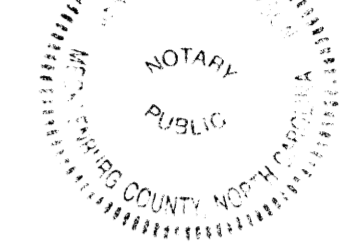
CERTIFICATE OF OWNERSHIP AND OFFER OF DEDICATION

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights-of-way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right-of-way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.

M/I Homes of Charlotte, LLC Date 4/27/20

NORTH CAROLINA COUNTY Notary Public Signature Date 4/27/20

My Commission Expires 12-2-20 Notary Public



CERTIFICATE OF STREETS, WATER, AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS

I hereby certify that all fees for the Allen Mills subdivision have been paid or that the fees are not applicable. I hereby certify that all fees for the Allen Mills subdivision have been designed and installed, or their installation guaranteed, in an acceptable manner and according to specification and standards of Concord and the State of North Carolina.

M. Sue Hyde 5/19/2020 Director of Engineering Date

Certificate of Fee Payment

I hereby certify that all fees for the Allen Mills subdivision have been paid or that the fees are not applicable. Finance Director Date 4/30/20

CERTIFICATE OF FINAL PLAT APPROVAL

I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for the Allen Mills subdivision was approved by the Concord Planning & Zoning Commission / Administrator with the concurrence of the Development Review Committee at their meeting on 4/23/2020.

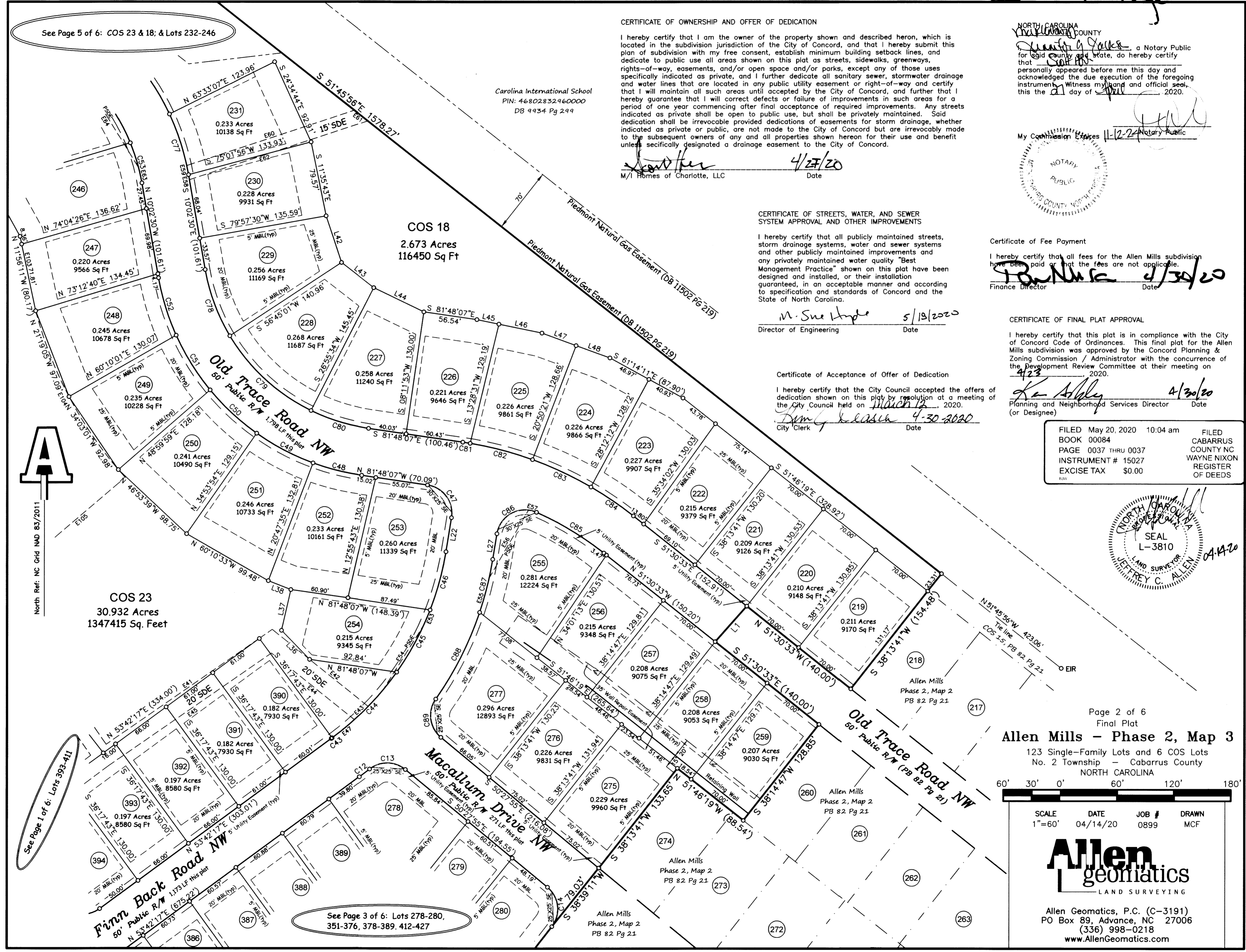
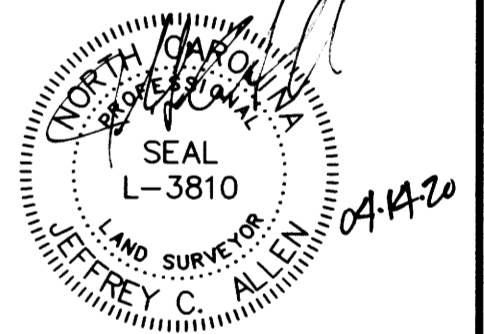
K. Ashley 4/30/20 Planning and Neighborhood Services Director Date (or Designee)

Certificate of Acceptance of Offer of Dedication

I hereby certify that the City Council accepted the offers of dedication shown on this plat by resolution at a meeting of the City Council held on March 12, 2020.

Sam G. DeLoach 4-30-2020 City Clerk Date

Table with 2 columns: FILED, and 2 rows: May 20, 2020 10:04 am, BOOK 00084, PAGE 0037 THRU 0037, INSTRUMENT # 15027, EXCISE TAX \$0.00



Page 2 of 6 Final Plat Allen Mills - Phase 2, Map 3

123 Single-Family Lots and 6 COS Lots No. 2 Township - Cabarrus County NORTH CAROLINA

Scale table with columns: SCALE, DATE, JOB #, DRAWN. Values: 1"=60', 04/14/20, 0899, MCF



Allen Geomatics, P.C. (C-3191) PO Box 89, Advance, NC 27006 (336) 998-0218 www.AllenGeomatics.com

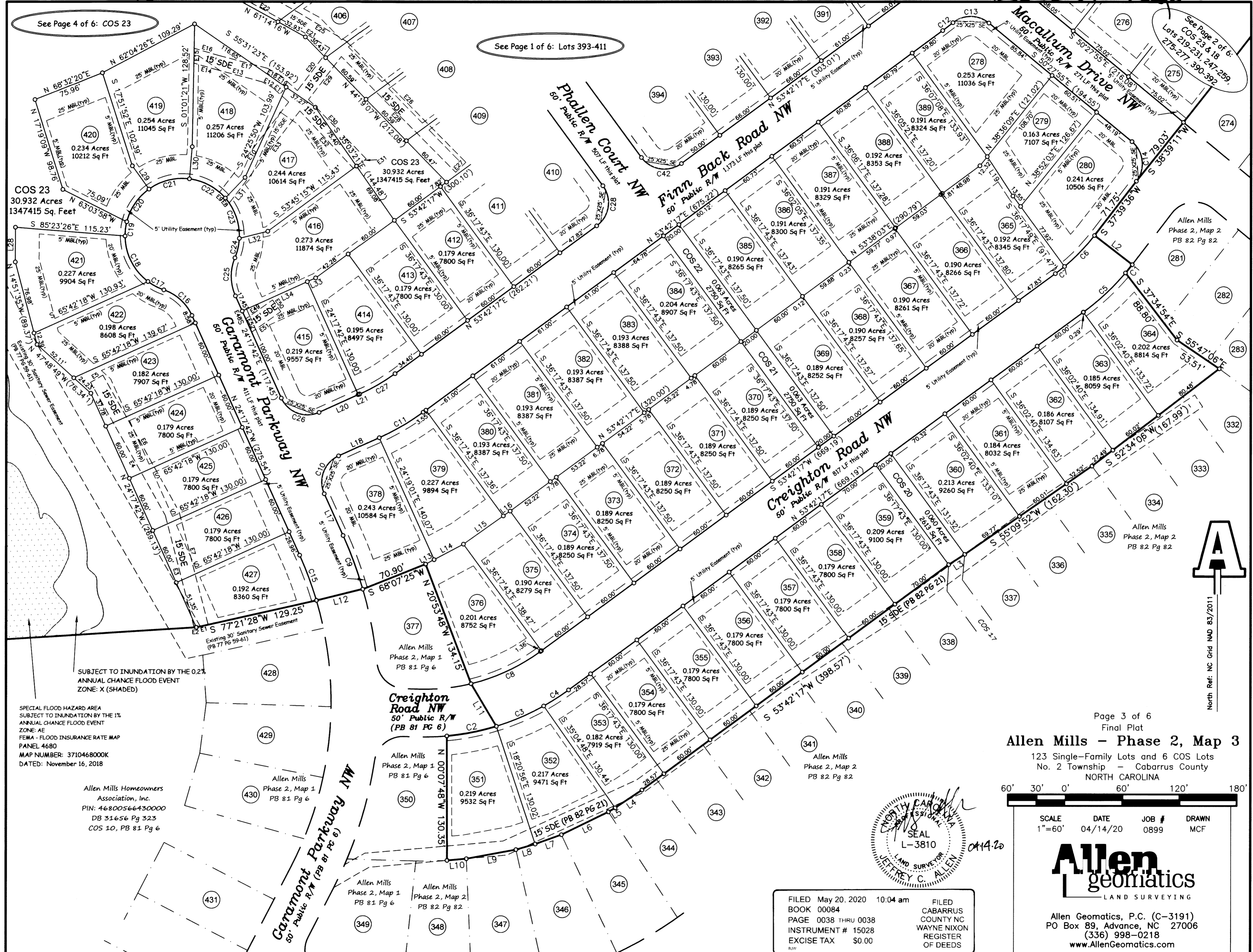
#15028

Book 84 Page 38

See Page 4 of 6: COS 23

See Page 1 of 6: Lots 393-411

See Page 2 of 6: COS 23 & 18 Lots 219-231, 247-259, 275-277, 390-392



SUBJECT TO INUNDATION BY THE 0.2% ANNUAL CHANCE FLOOD EVENT ZONE: X (SHADED)

SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT ZONE: AE FEMA - FLOOD INSURANCE RATE MAP PANEL 4680 MAP NUMBER: 3710468000K DATED: November 16, 2018

Allen Mills Homeowners Association, Inc. PIN: 46800566430000 DB 31656 Pg 323 COS 10, PB 81 Pg 6

Allen Mills Phase 2, Map 1 PB 81 Pg 6

Allen Mills Phase 2, Map 1 PB 81 Pg 6

Allen Mills Phase 2, Map 1 PB 81 Pg 6

Allen Mills Phase 2, Map 2 PB 82 Pg 82

Allen Mills Phase 2, Map 2 PB 82 Pg 82

Page 3 of 6 Final Plat

### Allen Mills - Phase 2, Map 3

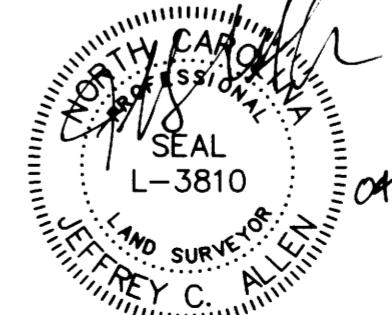
123 Single-Family Lots and 6 COS Lots No. 2 Township - Cabarrus County NORTH CAROLINA

60' 30' 0' 60' 120' 180'

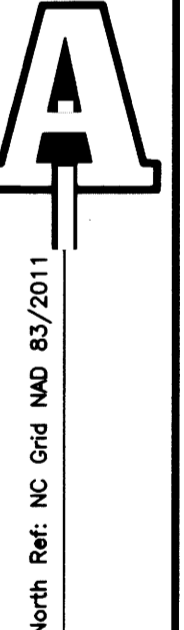
SCALE 1"=60' DATE 04/14/20 JOB # 0899 DRAWN MCF



Allen Geomatics, P.C. (C-3191) PO Box 89, Advance, NC 27006 (336) 998-0218 www.AllenGeomatics.com



FILED May 20, 2020 10:04 am BOOK 00084 PAGE 0038 THRU 0038 INSTRUMENT # 15028 EXCISE TAX \$0.00 FILED CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS



North Ref: NC Grid NAD 83/2011





North Ref: NC Grid NAD 83/2011

Lot 263 Lot 264 Lot 265 Lot 266 Lot 267  
LOTS 261 - 271  
PB 62 PG 86

**Greenway Easement Note:**  
The area lying west of the centerline of Clarke Creek being approximately 9.4 acres within COS 23, shall be designated as "Greenway Easement" to be granted to The City of Concord exclusively, and only, for the construction and maintenance of a future Greenway for public use.

SUBJECT TO INUNDATION BY THE 0.2% ANNUAL CHANCE FLOOD EVENT ZONE: X (SHADED)  
N 53°46'41"E (751.49')

WIDE-SPACED HATCHING PATTERN IS THE FLOODWAY.

COS 23  
30.932 Acres  
1347415 Sq. Feet

SPECIAL FLOOD HAZARD AREA SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD EVENT ZONE: AE  
FEMA - FLOOD INSURANCE RATE MAP PANEL 4680  
MAP NUMBER: 3710468000K  
DATED: November 16, 2018

COS 23  
30.932 Acres  
1347415 Sq. Feet

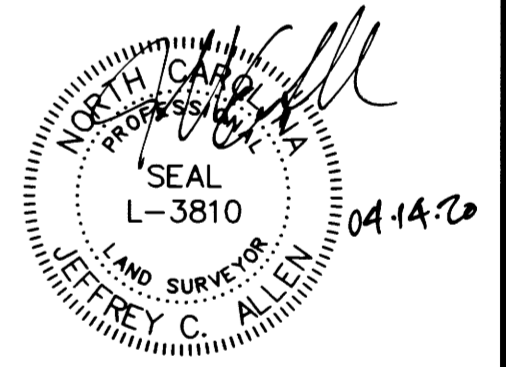
SUBJECT TO INUNDATION BY THE 0.2% ANNUAL CHANCE FLOOD EVENT ZONE: X (SHADED)

40'x88' Easement for vehicular "turnaround".  
(PB 77 PG 59)

See Page 1 of 6: Lots 393-411

FILED May 20, 2020 10:04 am  
BOOK 00084  
PAGE 0039 THRU 0039  
INSTRUMENT # 15029  
EXCISE TAX \$0.00  
FILED CABARRUS COUNTY NC  
WAYNE NIXON REGISTER OF DEEDS

See Page 3 of 6: Lots 278-280, 351-376, 378-389, 412-427



Winding Walk Owners Association, Inc.  
PIN: 46709686680000  
DB 8440 Pg 294  
COS, PB 51 Pg 108

WETLANDS

FEMA FLOODWAY

Existing 30' Sanitary Sewer Easement  
(DB 2596 PG 46, DB 3258 PG 268)

CL Creek

Class I Undisturbed Buffer

20' Vegetated Buffer

FEMA FLOODWAY

N 68°32'20"E 75.96'  
N 17°19'03"W 60.03'  
E 30°03'58"W 75.09'  
N 63°03'58"W  
S 17°15'22"E  
N 62°04'26"E  
N 17°19'03"W 60.03'  
E 30°03'58"W 75.09'  
N 63°03'58"W

S 85°23'26"E  
N 14°15'35"W (88.37')  
E 65°42'18"W  
N 24°17'42"W  
E 80°00'42"W  
N 24°17'42"W  
E 80°00'42"W  
N 24°17'42"W  
E 80°00'42"W  
N 24°17'42"W  
E 80°00'42"W

COS 23  
30.932 Acres  
1347415 Sq. Feet

Page 4 of 6  
Final Plat  
**Allen Mills - Phase 2, Map 3**  
123 Single-Family Lots and 6 COS Lots  
No. 2 Township - Cabarrus County  
NORTH CAROLINA

60' 30' 0' 60' 120' 180'

SCALE 1"=60'  
DATE 04/14/20  
JOB # 0899  
DRAWN MCF



Allen Geomatics, P.C. (C-3191)  
PO Box 89, Advance, NC 27006  
(336) 998-0218  
www.AllenGeomatics.com

Grid bearing and distance  
N 08°47'45"W 8780.56'

Tie line (nts)  
NCGS Monument "MC 135"  
N: 597,737.44'  
E: 1,481,437.78'  
NAD 83/2011  
Combined Grid Factor: 0.99984599

SUBJECT TO INUNDATION BY THE 0.2% ANNUAL CHANCE FLOOD EVENT ZONE: X (SHADED)

EIR  
N: 606,414.73'  
E: 1,480,095.12'  
NAD 83/2011

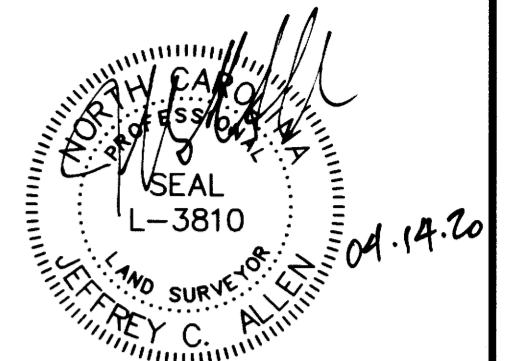
NCGS Monument "MC 135"

S 86°25'25"W 905.41'

Allen Mills Homeowners Association, Inc.  
PIN: 46800566430000  
DB 31656 Pg 323  
COS 10, PB 81 Pg 6



North Ref: NC Grid NAD 83/2011

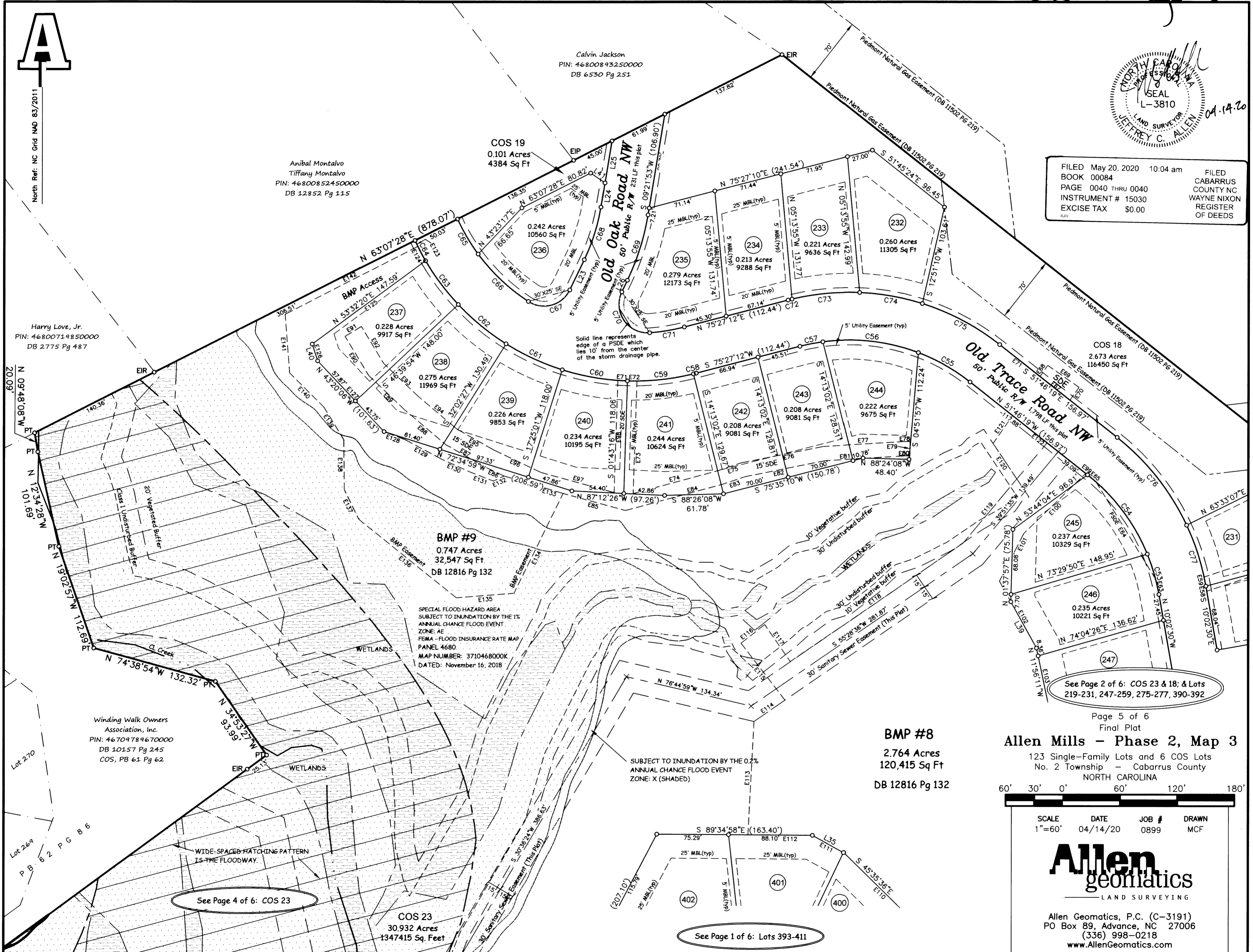


FILED May 20, 2020 10:04 am FILED  
 BOOK 00084 CABARRUS  
 PAGE 0040 THRU 0040 COUNTY NC  
 INSTRUMENT # 15030 WAYNE NIXON  
 EXCISE TAX \$0.00 REGISTER  
 OF DEEDS

Anibal Montalvo  
 Tiffany Montalvo  
 PIN: 46800852450000  
 DB 12852 Pg 115

Calvin Jackson  
 PIN: 46800893250000  
 DB 6530 Pg 251

Harry Love, Jr.  
 PIN: 46800719850000  
 DB 2775 Pg 487



Winding Walk Owners  
 Association, Inc.  
 PIN: 46709789670000  
 DB 10157 Pg 245  
 COS, PB 61 Pg 62

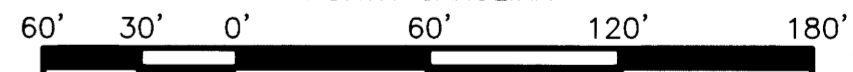
**BMP #9**  
 0.747 Acres  
 32,547 Sq Ft  
 DB 12816 Pg 132

SPECIAL FLOOD HAZARD AREA  
 SUBJECT TO INUNDATION BY THE 1%  
 ANNUAL CHANCE FLOOD EVENT  
 ZONE: AE  
 FEMA - FLOOD INSURANCE RATE MAP  
 PANEL 4680  
 MAP NUMBER: 3710468000K  
 DATED: November 16, 2018

**BMP #8**  
 2.764 Acres  
 120,415 Sq Ft  
 DB 12816 Pg 132

Page 5 of 6  
 Final Plat  
**Allen Mills - Phase 2, Map 3**

123 Single-Family Lots and 6 COS Lots  
 No. 2 Township - Cabarrus County  
 NORTH CAROLINA



SCALE 1"=60'  
 DATE 04/14/20  
 JOB # 0899  
 DRAWN MCF

**Allen**  
 geomatics  
 LAND SURVEYING

Allen Geomatics, P.C. (C-3191)  
 PO Box 89, Advance, NC 27006  
 (336) 998-0218  
 www.AllenGeomatics.com

See Page 4 of 6: COS 23

See Page 1 of 6: Lots 393-411

See Page 2 of 6: COS 23 & 18; & Lots  
 219-231, 247-259, 275-277, 390-392



| Curve Table |         |         |         |               |
|-------------|---------|---------|---------|---------------|
| Curve       | Radius  | Length  | Chord   | Chord Bearing |
| C1          | 255.00' | 11.11'  | 11.11'  | S 38°54'28" W |
| C2          | 255.00' | 52.92'  | 52.82'  | N 78°47'49" E |
| C3          | 255.00' | 54.18'  | 54.07'  | N 66°45'57" E |
| C4          | 255.00' | 31.04'  | 31.02'  | N 57°11'32" E |
| C5          | 255.00' | 60.30'  | 60.16'  | N 46°55'48" E |
| C6          | 205.00' | 45.23'  | 45.14'  | S 43°58'50" W |
| C7          | 205.00' | 12.18'  | 12.18'  | S 52°00'11" W |
| C8          | 205.00' | 80.74'  | 80.22'  | S 64°59'15" W |
| C9          | 425.00' | 59.82'  | 59.77'  | N 20°15'45" W |
| C10         | 30.00'  | 47.12'  | 42.43'  | N 20°42'18" E |
| C11         | 255.00' | 53.41'  | 53.31'  | N 59°42'18" E |
| C12         | 355.00' | 13.49'  | 13.49'  | N 52°36'58" E |
| C13         | 30.00'  | 40.84'  | 37.76'  | S 89°28'08" E |
| C14         | 30.00'  | 46.14'  | 41.73'  | S 06°24'10" E |
| C15         | 375.00' | 50.65'  | 50.61'  | N 20°25'31" W |
| C16         | 50.00'  | 41.03'  | 39.89'  | N 47°48'07" W |
| C17         | 60.00'  | 18.91'  | 18.83'  | N 62°16'47" W |
| C18         | 60.00'  | 55.36'  | 53.42'  | N 26°49'08" W |
| C19         | 60.00'  | 15.05'  | 15.01'  | N 06°47'55" E |
| C20         | 60.00'  | 42.27'  | 41.40'  | N 34°09'59" E |
| C21         | 60.00'  | 44.82'  | 43.79'  | N 75°44'56" E |
| C22         | 60.00'  | 43.72'  | 42.76'  | S 61°58'33" E |
| C23         | 60.00'  | 45.82'  | 44.72'  | S 19°13'21" E |
| C24         | 60.00'  | 21.01'  | 20.90'  | S 12°41'16" W |
| C25         | 50.00'  | 41.03'  | 39.89'  | S 00°47'16" E |
| C26         | 30.00'  | 47.12'  | 42.43'  | S 69°17'42" E |
| C27         | 205.00' | 42.94'  | 42.86'  | N 59°42'18" E |
| C28         | 30.00'  | 47.12'  | 42.43'  | N 08°42'18" E |
| C29         | 205.00' | 29.27'  | 29.25'  | N 40°23'08" W |
| C30         | 205.00' | 5.50'   | 5.50'   | N 45°14'43" W |
| C31         | 50.00'  | 41.03'  | 39.89'  | N 69°31'17" W |
| C32         | 60.00'  | 16.49'  | 16.44'  | N 85°09'21" W |
| C33         | 60.00'  | 60.93'  | 58.35'  | N 48°11'22" W |
| C34         | 60.00'  | 49.01'  | 47.66'  | N 04°18'17" E |
| C35         | 60.00'  | 40.48'  | 39.72'  | N 47°02'06" E |
| C36         | 60.00'  | 51.34'  | 49.79'  | S 89°07'14" E |
| C37         | 60.00'  | 52.54'  | 50.88'  | S 39°31'10" E |
| C38         | 60.00'  | 16.16'  | 16.11'  | S 06°43'00" E |
| C39         | 50.00'  | 41.03'  | 39.89'  | S 22°30'26" E |
| C40         | 255.00' | 9.03'   | 9.03'   | S 45°00'01" E |
| C41         | 255.00' | 34.23'  | 34.20'  | S 40°08'26" E |
| C42         | 30.00'  | 47.12'  | 42.43'  | S 81°17'43" E |
| C43         | 305.00' | 97.70'  | 97.29'  | N 44°20'31" E |
| C44         | 305.00' | 74.66'  | 74.47'  | N 28°09'09" E |
| C45         | 305.00' | 63.71'  | 63.59'  | N 15°09'22" E |
| C46         | 30.00'  | 47.63'  | 42.79'  | N 36°18'54" W |
| C47         | 255.00' | 52.98'  | 52.88'  | N 75°51'02" W |
| C48         | 255.00' | 67.46'  | 67.26'  | N 62°19'14" W |
| C49         | 255.00' | 67.34'  | 67.15'  | N 47°10'35" W |
| C50         | 255.00' | 68.15'  | 67.95'  | N 31°57'16" W |
| C51         | 255.00' | 63.45'  | 63.28'  | N 17°10'11" W |
| C52         | 205.00' | 44.06'  | 43.98'  | N 16°11'57" W |
| C53         | 205.00' | 105.25' | 104.09' | N 37°03'51" W |
| C54         | 205.00' | 62.69'  | 62.44'  | N 60°31'56" W |
| C55         | 205.00' | 101.59' | 100.56' | N 83°29'23" W |
| C56         | 205.00' | 24.54'  | 24.53'  | S 78°53'00" W |
| C57         | 255.00' | 3.07'   | 3.07'   | S 75°47'52" W |
| C58         | 255.00' | 69.78'  | 69.56'  | S 83°58'52" W |
| C59         | 255.00' | 69.42'  | 69.20'  | N 80°22'54" W |
| C60         | 255.00' | 65.09'  | 64.91'  | N 65°16'16" W |
| C61         | 255.00' | 65.09'  | 64.91'  | N 50°38'49" W |
| C62         | 255.00' | 57.43'  | 57.31'  | N 36°52'59" W |
| C63         | 255.00' | 23.93'  | 23.92'  | N 27°44'33" W |
| C64         | 205.00' | 42.67'  | 42.59'  | S 30°34'23" E |
| C65         | 205.00' | 72.80'  | 72.42'  | S 46°42'34" E |
| C66         | 30.00'  | 51.08'  | 45.13'  | N 74°20'27" E |
| C67         | 205.00' | 57.96'  | 57.77'  | N 17°27'52" E |
| C68         | 255.00' | 72.10'  | 71.86'  | S 17°27'52" W |
| C69         | 30.00'  | 62.73'  | 51.91'  | S 34°20'27" E |
| C70         | 205.00' | 36.85'  | 36.80'  | N 80°36'13" E |
| C71         | 255.00' | 4.29'   | 4.29'   | N 75°56'08" E |
| C72         | 255.00' | 71.23'  | 71.00'  | N 84°25'13" E |
| C73         | 255.00' | 67.00'  | 66.81'  | S 80°03'01" E |
| C74         | 255.00' | 92.36'  | 91.85'  | S 62°08'52" E |
| C75         | 255.00' | 118.53' | 117.47' | S 38°27'20" E |
| C76         | 255.00' | 67.19'  | 67.00'  | S 17°35'26" E |
| C77         | 205.00' | 74.91'  | 74.50'  | S 20°30'37" E |
| C78         | 205.00' | 63.67'  | 63.41'  | S 47°29'35" E |
| C79         | 205.00' | 7.89'   | 7.89'   | S 72°54'16" E |
| C80         | 375.00' | 68.06'  | 67.97'  | S 75°23'49" E |
| C81         | 375.00' | 68.16'  | 68.06'  | S 64°59'25" E |
| C82         | 375.00' | 54.16'  | 54.11'  | S 55°38'47" E |
| C83         | 325.00' | 83.19'  | 82.97'  | N 58°50'33" W |
| C84         | 30.00'  | 54.80'  | 47.49'  | S 61°29'54" W |
| C85         | 355.00' | 57.65'  | 57.59'  | S 13°49'27" W |
| C86         | 355.00' | 102.78' | 102.43' | S 26°46'16" W |
| C87         | 30.00'  | 44.78'  | 40.74'  | S 07°42'00" E |

| Call Table |               |          |
|------------|---------------|----------|
| Course     | Bearing       | Distance |
| L1         | S 41°35'11" W | 50.07'   |
| L2         | S 52°20'24" E | 50.00'   |
| L3         | S 57°29'18" W | 20.04'   |
| L4         | S 56°13'05" W | 33.76'   |
| L5         | S 59°20'42" W | 8.25'    |
| L6         | S 64°01'39" W | 54.64'   |
| L7         | S 70°16'17" W | 29.22'   |
| L8         | S 74°00'39" W | 21.02'   |
| L9         | S 79°30'38" W | 52.85'   |
| L10        | S 84°57'39" W | 20.36'   |
| L11        | N 30°47'22" W | 51.83'   |
| L12        | S 76°12'35" W | 50.05'   |
| L13        | N 62°06'40" E | 10.10'   |
| L14        | N 62°06'40" E | 34.79'   |
| L15        | N 54°37'55" E | 51.23'   |
| L16        | N 54°37'55" E | 8.78'    |
| L17        | N 24°17'42" W | 48.08'   |
| L18        | N 65°42'18" E | 46.66'   |
| L19        | S 33°10'24" E | 49.31'   |
| L20        | N 65°42'18" E | 45.00'   |
| L21        | N 65°42'18" E | 1.66'    |
| L22        | N 09°10'20" E | 36.37'   |
| L23        | N 25°33'52" E | 35.14'   |
| L24        | N 09°21'53" E | 25.68'   |
| L25        | N 09°21'53" E | 44.58'   |
| L26        | S 25°33'52" W | 13.51'   |
| L27        | S 09°10'20" W | 27.34'   |
| L28        | N 00°11'56" E | 36.39'   |
| L29        | S 35°39'06" E | 30.00'   |
| L30        | S 04°58'08" W | 33.86'   |
| L31        | S 43°40'51" W | 16.44'   |
| L32        | S 75°59'30" W | 30.77'   |
| L33        | S 65°42'18" W | 9.55'    |
| L34        | S 65°42'18" W | 75.00'   |
| L35        | S 60°58'05" E | 37.10'   |
| L36        | N 44°06'32" W | 42.64'   |
| L37        | N 12°53'49" E | 44.07'   |
| L38        | N 68°33'13" W | 25.61'   |
| L39        | N 29°04'04" W | 55.55'   |
| L40        | N 18°01'56" W | 18.52'   |
| L41        | S 55°30'14" E | 18.18'   |
| L42        | S 18°21'47" E | 51.82'   |
| L43        | S 52°08'12" E | 42.93'   |
| L44        | S 64°23'14" E | 58.66'   |
| L45        | S 78°19'24" E | 23.71'   |
| L46        | S 78°19'24" E | 46.36'   |
| L47        | S 69°57'13" E | 38.36'   |
| L48        | S 69°57'13" E | 37.86'   |

| SDE/BMP Call Table |                      |             |
|--------------------|----------------------|-------------|
| Course             | Bearing              | Distance    |
| E1                 | S 77°21'28" W        | 12.76'      |
| E2                 | S 86°25'25" W        | 2.28'       |
| E3                 | N 14°29'53" W        | 121.51'     |
| E4                 | N 59°23'42" W        | 159.81'     |
| E5                 | N 59°35'18" E        | 14.99'      |
| E6                 | S 29°13'21" E        | 163.93'     |
| E7                 | S 14°29'53" E        | 122.35'     |
| E8                 | Radius: 60.00'       | Arc: 6.64'  |
|                    | Chord: N 37°55'50" W | 6.64'       |
| E9                 | Radius: 60.00'       | Arc: 8.66'  |
|                    | Chord: N 45°14'04" W | 8.65'       |
| E10                | N 37°25'58" E        | 119.23'     |
| E11                | N 48°03'11" W        | 22.44'      |
| E12                | N 61°09'44" W        | 12.55'      |
| E13                | N 75°14'24" W        | 51.74'      |
| E14                | N 73°58'24" W        | 22.75'      |
| E15                | N 01°01'21" E        | 15.53'      |
| E16                | S 73°58'24" E        | 26.61'      |
| E17                | S 75°14'24" E        | 53.43'      |
| E18                | S 61°09'44" E        | 16.12'      |
| E19                | S 48°02'15" E        | 22.97'      |
| E20                | N 37°25'58" E        | 55.93'      |
| E21                | N 59°05'28" W        | 47.05'      |
| E22                | N 61°13'22" W        | 78.18'      |
| E23                | N 33°30'11" E        | 15.60'      |
| E24                | S 60°49'12" E        | 77.18'      |
| E25                | S 59°05'28" E        | 58.46'      |
| E26                | S 44°49'03" E        | 178.07'     |
| E27                | S 45°10'57" W        | 15.00'      |
| E28                | N 44°49'03" W        | 170.34'     |
| E29                | S 37°25'58" W        | 56.47'      |
| E30                | S 44°14'53" E        | 86.87'      |
| E31                | S 53°06'07" W        | 16.76'      |
| E32                | N 43°00'47" W        | 82.57'      |
| E33                | S 37°25'58" W        | 121.76'     |
| E34                | N 36°17'43" W        | 14.91'      |
| E35                | N 36°17'43" W        | 5.09'       |
| E36                | N 53°20'51" E        | 117.81'     |
| E37                | N 34°40'55" W        | 139.27'     |
| E38                | N 01°05'17" E        | 79.21'      |
| E39                | S 01°05'17" E        | 89.54'      |
| E40                | S 34°40'55" E        | 132.89'     |
| E41                | N 55°17'40" E        | 212.96'     |
| E42                | S 51°17'47" E        | 129.78'     |
| E43                | Radius: 305.00'      | Arc: 20.16' |
|                    | Chord: S 45°55'22" W | 20.16'      |
| E44                | N 51°17'47" W        | 112.33'     |
| E45                | S 55°17'40" W        | 207.88'     |
| E46                | S 53°20'51" W        | 127.43'     |
| E47                | Radius: 305.00'      | Arc: 30.35' |
|                    | Chord: N 50°40'04" E | 30.34'      |
| E48                | S 24°17'42" E        | 9.00'       |
| E49                | N 54°46'20" E        | 34.44'      |
| E50                | S 35°13'40" E        | 15.00'      |
| E51                | S 54°46'20" W        | 37.34'      |
| E52                | N 24°17'42" W        | 15.28'      |
| E53                | Radius: 305.00'      | Arc: 17.15' |
|                    | Chord: S 22°45'04" W | 17.15'      |
| E54                | S 32°00'02" W        | 81.08'      |
| E55                | Radius: 355.00'      | Arc: 37.45' |
|                    | Chord: N 15°27'15" E | 37.43'      |
| E56                | N 29°57'26" E        | 82.90'      |
| E57                | Radius: 30.00'       | Arc: 8.83'  |
|                    | Chord: N 74°36'27" W | 8.80'       |
| E58                | N 10°02'30" W        | 5.37'       |
| E59                | Radius: 255.00'      | Arc: 9.76'  |
|                    | Chord: N 11°08'18" W | 9.76'       |
| E60                | N 71°43'46" E        | 186.30'     |
| E61                | S 51°45'56" E        | 17.99'      |
| E62                | S 71°43'46" W        | 198.21'     |
| E63                | Radius: 205.00'      | Arc: 16.46' |
|                    | Chord: N 12°20'33" W | 16.46'      |
| E64                | N 31°36'17" W        | 119.61'     |
| E65                | Radius: 205.00'      | Arc: 11.47' |
|                    | Chord: N 50°10'09" W | 11.47'      |
| E66                | N 51°46'19" W        | 63.02'      |
| E67                | N 51°46'19" W        | 40.07'      |
| E68                | N 34°56'08" E        | 14.17'      |
| E69                | S 55°03'52" E        | 40.00'      |

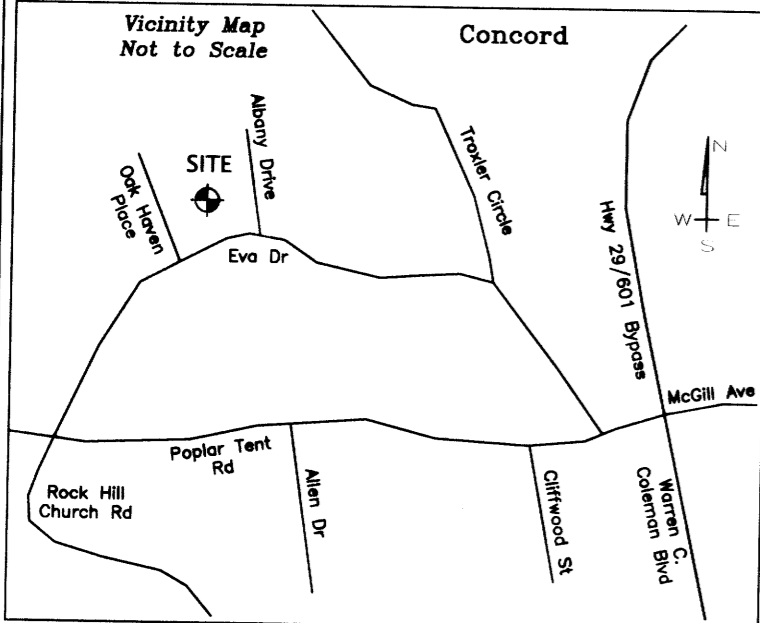
| SDE/BMP Call Table |                      |              |
|--------------------|----------------------|--------------|
| Course             | Bearing              | Distance     |
| E70                | S 34°56'08" W        | 16.47'       |
| E71                | S 51°46'19" E        | 53.88'       |
| E71                | Radius: 255.00'      | Arc: 10.00'  |
|                    | Chord: S 87°03'22" E | 10.00'       |
| E72                | Radius: 255.00'      | Arc: 10.00'  |
|                    | Chord: S 89°18'13" E | 10.00'       |
| E73                | S 01°49'12" W        | 118.06'      |
| E74                | N 74°56'11" E        | 92.26'       |
| E75                | N 71°21'55" E        | 25.68'       |
| E76                | N 78°38'54" E        | 87.66'       |
| E77                | N 86°30'34" E        | 83.74'       |
| E78                | N 89°14'48" E        | 7.27'        |
| E79                | S 00°42'57" W        | 15.00'       |
| E80                | S 89°14'48" W        | 6.52'        |
| E81                | S 86°30'34" W        | 82.35'       |
| E82                | S 78°38'54" W        | 85.68'       |
| E83                | S 71°21'55" W        | 25.20'       |
| E84                | S 74°56'11" W        | 105.13'      |
| E85                | N 74°42'28" W        | 67.66'       |
| E86                | N 64°39'56" W        | 22.04'       |
| E87                | N 60°27'17" W        | 47.30'       |
| E88                | N 49°54'04" W        | 57.07'       |
| E89                | N 46°31'16" W        | 51.62'       |
| E90                | N 31°12'04" W        | 47.80'       |
| E91                | N 58°47'56" E        | 20.00'       |
| E92                | S 31°12'04" E        | 45.11'       |
| E93                | S 46°31'16" E        | 48.34'       |
| E94                | S 49°54'04" E        | 54.63'       |
| E95                | S 60°27'17" E        | 44.72'       |
| E96                | S 64°39'56" E        | 54.69'       |
| E97                | S 74°40'49" E        | 79.43'       |
| E98                | N 01°49'12" E        | 117.59'      |
| E99                | N 51°46'19" W        | 2.42'        |
| E100               | S 45°47'36" W        | 90.51'       |
| E101               | S 26°58'00" W        | 56.11'       |
| E102               | S 29°04'04" E        | 80.10'       |
| E103               | S 11°56'11" E        | 80.17'       |
| E104               | Radius: 428.54'      | Arc: 201.46' |
|                    | Chord: S 28°16'54" E | 199.61'      |
| E105               | S 49°37'09" W        | 127.28'      |
| E106               | S 49°37'09" W        | 25.84'       |
| E107               | S 49°37'09" W        | 61.62'       |
| E108               | N 45°50'57" W        | 54.78'       |
| E109               | N 25°19'34" W        | 67.56'       |
| E110               | N 45°35'36" W        | 113.95'      |
| E111               | N 60°58'05" W        | 37.10'       |
| E112               | N 89°34'58" W        | 67.77'       |
| E113               | N 03°00'11" E        | 118.93'      |
| E114               | N 55°28'36" E        | 39.43'       |
| E115               | N 37°44'45" W        | 75.48'       |
| E116               | N 51°48'25" E        | 31.60'       |
|                    |                      |              |



**MEMORADUM**

DATE: Monday, May 16, 2022  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Roadway Acceptance  
 PROJECT NAME: Kensley Subdivision  
 PROJECT NUMBER: 2018-060  
 DEVELOPER: Eva Drive Development, LLC  
 COUNCIL ACCEPTANCE DATE: Thursday, June 9, 2022  
 ONE-YEAR WARRANTY DATE: Thursday, June 8, 2023

| Street           | Length in LF   | ROW in FT | Plat  |
|------------------|----------------|-----------|-------|
| Westcot Drive NW | 1361.00        | 50.00     | Final |
| St. Clair Ct. NW | 350.00         | 50.00     | Final |
| Total            | <b>1711.00</b> |           |       |



- Legend**
- FS = Front Setback
  - SS = Side Setback
  - SSS = Side Street Setback
  - RS = Rear Setback
  - COS = Common Open Space
  - SCM = Stormwater Control Measure
  - R/W = Right-of-Way
  - SSE = Sanitary Sewer Easement
  - PSDE = Public Storm Drainage Easement
  - SDE = Private Storm Drainage Easement
  - STE = Sight Triangle Easement
  - PCP = Reinforced Concrete Pipe
  - UE = Utility Easement
  - SSAE = Sanitary Sewer Access Easement
  - SCMAE = Storm Water Control Access Easement
  - Calculated Point (CP)
  - #4 Rebar Set or Corner as Described
  - Concrete Monument
- Boundary Line**
- Boundary Line
  - - - Tie Line
  - · - R/W Line
  - · - Adjoiner Line
  - · - Setback Line

FILED Oct 25, 2019 10:03 am  
 BOB 0002  
 PAGE 0016 THRU 0016  
 INSTRUMENT # 29461  
 EXCISE TAX \$0.00

FILED  
 CABARRUS  
 COUNTY NC  
 WAYNE NIXON  
 REGISTER  
 OF DEEDS

RV-CD Zoning Dimensional Standards Per Case #Z (CD)-10-19 Approved 6-18-19

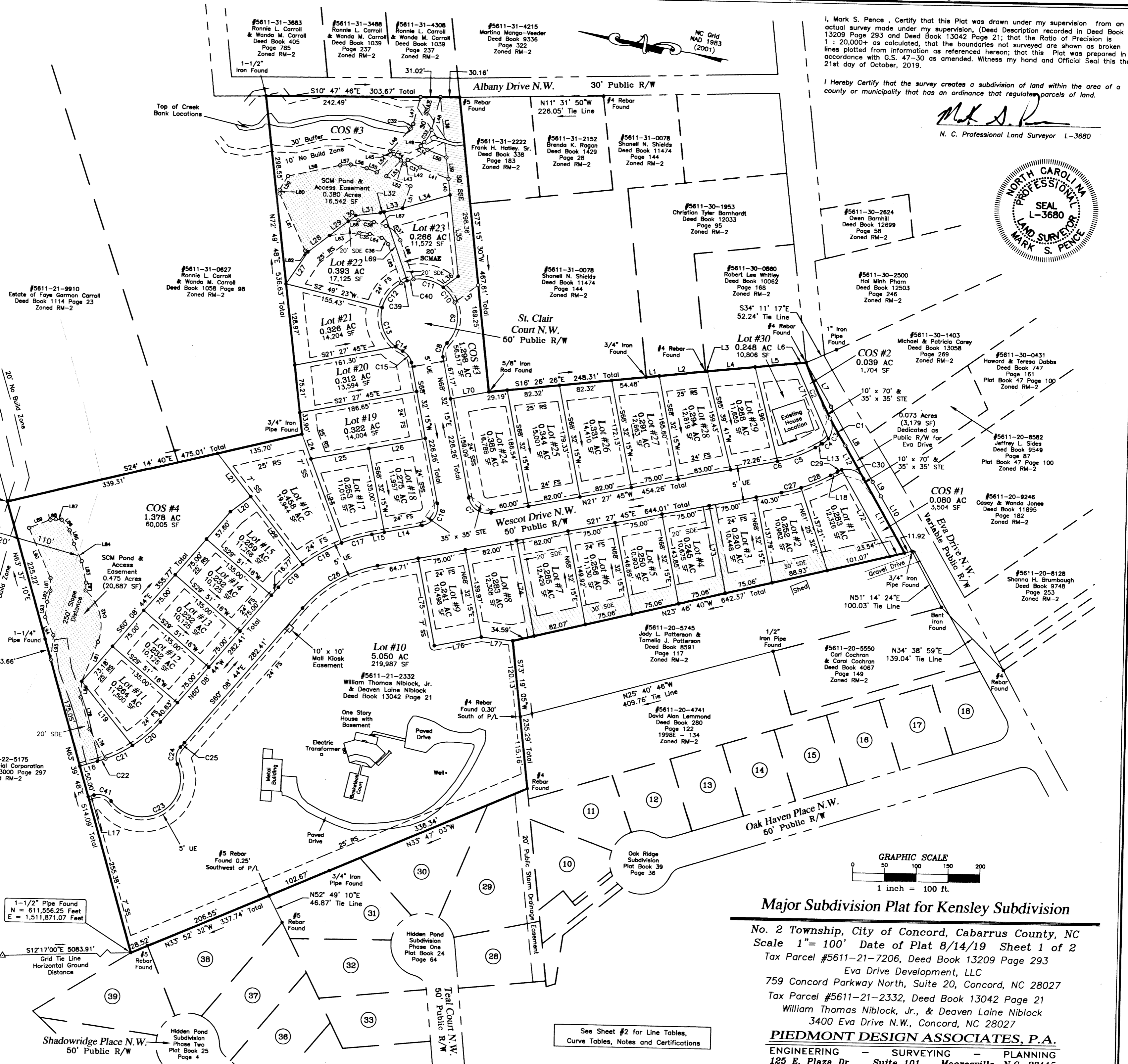
|                                   |
|-----------------------------------|
| Minimum Front Setback = 24'       |
| Minimum Side Setback = 7'         |
| Minimum Side Street Setback = 24' |
| Minimum Rear Setback = 25'        |
| Minimum Lot Width = 75'           |
| Minimum Lot Size = 10,000 SF      |

State of North Carolina  
 County of Cabarrus

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

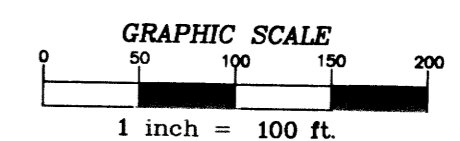
Greg Belk (206) 10/25/2019  
 Review Officer Date

NCGS Monument "Hanover" NAD 83 (2001)  
 N = 616,524.02 Feet  
 E = 1,510,789.48 Feet  
 Combined Factor = 0.99987757



I, Mark S. Pence, Certify that this Plat was drawn under my supervision from an actual survey made under my supervision, (Deed Description recorded in Deed Book 13209 Page 293 and Deed Book 13042 Page 21; that the Ratio of Precision is 1 : 20,000+ as calculated, that the boundaries not surveyed are shown as broken lines plotted from information as referenced herein; that this Plat was prepared in accordance with G.S. 47-30 as amended. Witness my hand and Official Seal this the 21st day of October, 2019.

Mark S. Pence  
 N. C. Professional Land Surveyor L-3680



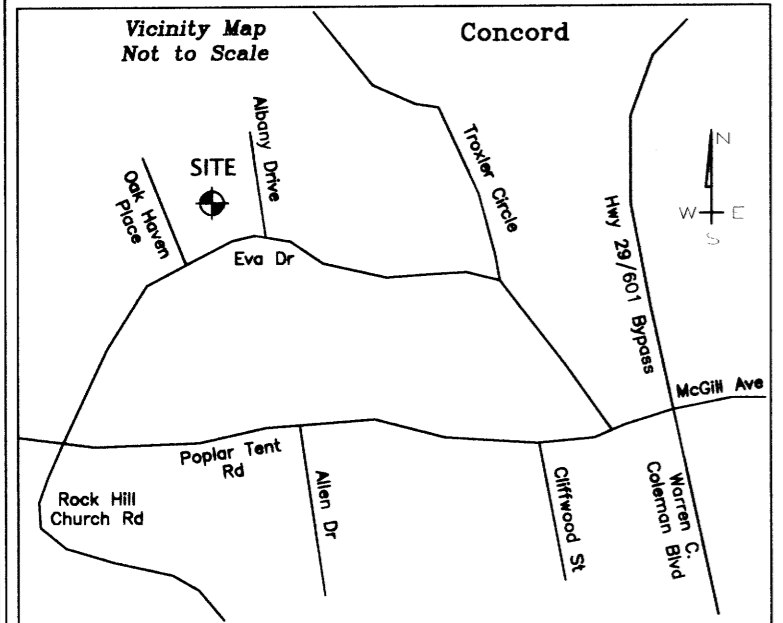
Major Subdivision Plat for Kensley Subdivision

No. 2 Township, City of Concord, Cabarrus County, NC  
 Scale 1" = 100' Date of Plat 8/14/19 Sheet 1 of 2  
 Tax Parcel #5611-21-7206, Deed Book 13209 Page 293  
 Eva Drive Development, LLC  
 759 Concord Parkway North, Suite 20, Concord, NC 28027  
 Tax Parcel #5611-21-2332, Deed Book 13042 Page 21  
 William Thomas Niblock, Jr., & Deaven Laine Niblock  
 3400 Eva Drive N.W., Concord, NC 28027

**PIEDMONT DESIGN ASSOCIATES, P.A.**  
 ENGINEERING - SURVEYING - PLANNING  
 125 E. Plaza Dr., Suite 101, Mooresville, N.C. 28115  
 Phone (704) 664-7888 Fax (704) 664-1778

See Sheet #2 for Line Tables, Curve Tables, Notes and Certifications





State of North Carolina  
County of Cabarrus

I, Greg Bell, 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 \_\_\_\_\_

**Certificate of Fee Payment**

I hereby certify that all fees for Kensley Subdivision have been paid, or that the fees are not applicable.

Carlynn J. C. 10-24-19  
Finance Director \_\_\_\_\_ Date \_\_\_\_\_

**Certificate of Final Plat Approval**

I hereby certify that this plat is in compliance with the City of Concord Code of Ordinances. This final plat for the Kensley Subdivision was approved by the Concord Planning & Zoning Commission Administrator with the concurrence of the Development Review Committee at their meeting on Oct. 15, 2019.

10/21/19  
Date \_\_\_\_\_ Development Services Director \_\_\_\_\_

**Certificate of Acceptance of Offer of Dedication**

I hereby certify that the City Council accepted the offers of dedication shown on this plat at a meeting of the City Council held on Sept. 12, 2019.

Don G. Deason 10-25-19  
City Clerk \_\_\_\_\_ Date \_\_\_\_\_

**Certificate of Streets, Water and Sewer System Approval or Other Improvements**

I hereby certify that all publically maintained streets, storm drainage systems, water and sewer systems and other publically maintained improvements and any privately maintained water quality "Best Management Practice" shown on this plat have been designed and installed, or their installation guaranteed, in an acceptable manner and in accordance to specifications and standards of Concord and the State of North Carolina.

M. Simek 10/23/19  
Director of Engineering \_\_\_\_\_ Date \_\_\_\_\_

**Certificate of Electric Distribution System Approval** **NIA**

I hereby certify that the electric distribution system has been designed and installed in an acceptable manner and in accordance with the Code of Ordinances of the City of Concord.

\_\_\_\_\_  
Date \_\_\_\_\_ Director of Electric Systems \_\_\_\_\_

State of North Carolina  
County of Cabarrus

I, Greg Bell, Review Officer of Cabarrus County, certify that the map or plat to which this certification is affixed meets all statutory requirements for recording.

Greg Bell 10/25/2019  
Review Officer \_\_\_\_\_ Date \_\_\_\_\_

**Certificate of Ownership and Offer of Dedication**

I hereby certify that I am owner of the property shown and described herein, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights-of-ways, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right of way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.

William Niblock 10/21/19  
Owner - William Niblock - Eva Drive Development, LLC - Date \_\_\_\_\_

William Thomas Niblock, Jr. 10/21/19  
Owner - William Thomas Niblock, Jr. - Lot #10 Kensley - Date \_\_\_\_\_

Deaven Laine Niblock 10/21/19  
Owner - Deaven Laine Niblock - Lot #10 Kensley - Date \_\_\_\_\_

State of North Carolina  
County of Iredell

I, Beth A. Livengood, a Notary Public of the County and State Aforesaid, Certify that William Niblock, owner of Eva Drive Development, LLC, personally appeared before me this Day and Acknowledged the Execution of the Foregoing Instrument. Witness my Hand and Official Stamp and Seal.

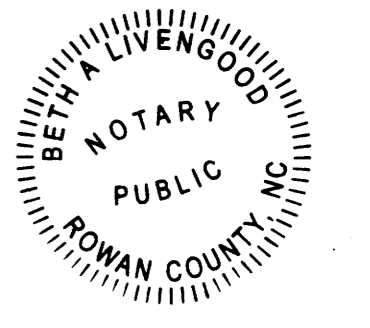
This 21 Day of October 2019.

Notary Public: Beth A. Livengood  
My Commission Expires: 07/23/24

I, Mark S. Pence, Certify that this Plat was drawn under my supervision from an actual survey made under my supervision, (Deed Description recorded in Deed Book 13209 Page 293 and Deed Book 13042 Page 21; that the Ratio of Precision is 1:20,000 as calculated, that the boundaries not surveyed are shown as broken lines plotted from information as referenced hereon; that this Plat was prepared in accordance with G.S. 47-30 as amended. Witness my hand and Official Seal this the 21st day of October, 2019.

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

Mark S. Pence  
N. C. Professional Land Surveyor L-3680



- Legend
- FS = Front Setback
- SS = Side Setback
- SSS = Side Street Setback
- RS = Rear Setback
- COS = Common Open Space
- SCM = Stormwater Control Measure
- R/W = Right-of-Way
- SSE = Sanitary Sewer Easement
- SDE = Private Storm Drainage Easement
- PSDE = Public Storm Drainage Easement
- STE = Sight Triangle Easement
- RCP = Reinforced Concrete Pipe
- UE = Utility Easement
- SSAE = Sanitary Sewer Access Easement
- SCMAE = Storm Water Control Access Easement
- Calculated Point (CP)
- #4 Rebar Set or Corner as Described
- Concrete Monument
- Boundary Line
- Tie Line
- R/W Line
- Adjoiner Line
- Setback Line

- Surveyor Notes:
- No NCGS Monument location within 2000'
- This property is subject to all easements, right-of-ways and restrictions of record.
- This property does not lie within a special Flood Hazard Area, as shown on FEMA Flood Insurance Rate Map 3710561100K dated November 16th, 2018
- Tax Parcels: #5611-21-7206 & #5611-21-2332
- Current Zoning = RV-CD (Approved June 18th, 2019) Case #Z (CD)-10-19
- Setbacks Per Zoning:
  - Front = 24'
  - Side = 7'
  - Side Street = 24'
  - Rear = 25'
- See Lot #16 for Typical Setbacks
- Minimum front setbacks in the RV Zoning Districts may be reduced by (4) feet in new subdivisions if the garage is recessed at least four feet behind the front plane of the main structure in order to increase on-site parking and minimize pedestrian conflicts. This requirement applies to single family detached and townhouse developments only.
- Minimum Lot Size = 10,000 SF
- Minimum Lot Width = 75'
- This property does not lie within a regulated watershed district.
- Jurisdictional stream buffers are shown on this plat.
- No Zoning Buffers are required
- Total Site Acreage = 19,386 Acres (844,473 SF)
- Acreage Located in R/W of Eva Drive = 0.073 Acres (3,179 SF)
- Acreage Located in R/W of Wescot Drive NW & St. Clair Court NW = 2.295 Acres (99,947 SF)
- Total Linear Feet of New Streets = 1,711 LF
- Wescot Drive NW = 1,361 LF & St. Clair Court NW = 350 LF
- 2 parcels existed before this subdivision
- 30 Residential lots created in this subdivision
- 4 Common Open Space Lots created = 2.795 Acres (121,730 SF) 14% of Total Site
- City Sewer & Water available to property.
- Common Open Space Lots will be owned and maintained by the Kensley Homeowners Association.
- Area in road Right-of-Ways dedicated to the City of Concord
- All storm structures are located within the road right-of-ways unless otherwise shown with a PSDE.
- Any movement of existing utilities may be at owners/developers cost.
- A 5' Public Utility and Access Easement run along all property frontage lines/right-of-way.
- This site was developed in accordance with the Low Density Standards as outlined in the City of Concord Development Ordinance Article 4 - Section 4.4. Impervious area for 75' homesites (Lots 1-9 & 11-30) are limited to 3,904 SF and impervious area for Lot 10 is limited to 18,924 SF.

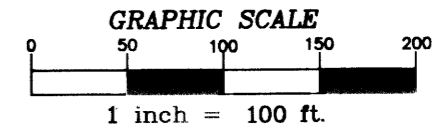
Line Table with columns: Line, Direction, Length. Rows L1 through L33.

Line Table with columns: Line, Direction, Length. Rows L34 through L66.

Line Table with columns: Line, Direction, Length. Rows L67 through L96.

Curve Table with columns: Curve, Radius, Length, Chord Direction, Chord Length. Rows C1 through C21.

Curve Table with columns: Curve, Radius, Length, Chord Direction, Chord Length. Rows C22 through C42.



Major Subdivision Plat for Kensley Subdivision

No. 2 Township, City of Concord, Cabarrus County, NC  
Scale 1"= 100' Date of Plat 8/14/19 Sheet 2 of 2  
Tax Parcel #5611-21-7206, Deed Book 13209 Page 293  
Eva Drive Development, LLC  
759 Concord Parkway North, Suite 20, Concord, NC 28027  
Tax Parcel #5611-21-2332, Deed Book 13042 Page 21  
William Thomas Niblock, Jr., & Deaven Laine Niblock  
3400 Eva Drive N.W., Concord, NC 28027  
**PIEDMONT DESIGN ASSOCIATES, P.A.**  
ENGINEERING - SURVEYING - PLANNING  
125 E. Plaza Dr., Suite 101, Mooresville, N.C. 28115  
Phone (704) 664-7888 Fax (704) 664-1778

FILED Oct 25, 2019 10:03 am  
BOOK 00082  
PAGE 0017 THRU 0017  
INSTRUMENT # 29462  
EXCISE TAX \$0.00  
FILED CABARRUS COUNTY NC WAYNE NIXON REGISTER OF DEEDS



**MEMORADUM**

DATE: Monday May 16, 2022  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Roadway Acceptance  
 PROJECT NAME: Roberta Meadows Subdivision  
 PROJECT NUMBER: 2006-068  
 DEVELOPER: Roberta Woods, LLC  
 COUNCIL ACCEPTANCE DATE: Thursday, June 9, 2022  
 ONE-YEAR WARRANTY DATE: Thursday, June 8, 2023

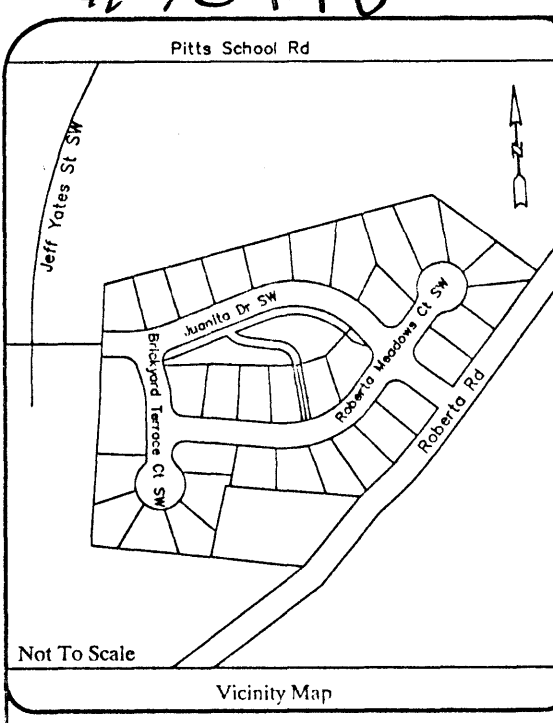
| Street                   | Length in LF | ROW Width | Plat  |
|--------------------------|--------------|-----------|-------|
| Roberta Meadows Ct. SW   | 836.00       | 60.00     | Final |
| Juanita Dr. SW           | 971.00       | 60.00     | Final |
| Brickyard Terrace Ct. SW | 342.00       | 60.00     | Final |
| Total                    | 2,149.00     |           |       |

#10998

FILED Apr 04, 2008 03:13 pm  
BOOK 00055  
PAGE 0069 THRU 0069  
INSTRUMENT # 10998

FILED  
CABARRUS  
COUNTY NC  
LINDA F McABI  
REGISTER  
OF DEEDS

Book 55 Pa 69



North Carolina  
Cabarrus County  
I certify that Tim Hurlley Personally appeared before me this day, and (I have personal knowledge of the identity of the subscribing witness(s) (I have seen satisfactory evidence of the subscribing witness's identity, by a current state or federal identification and with the subscribing witness's photograph in the form of a driver's license (a credible witness has sworn to the identity of the subscribing witness(s), and certified to me under oath or by affirmation that he or she is not a named party to the foregoing document, has no interest in the transaction, signed the foregoing document as a subscribing witness, and either (i) witnessed the principal acknowledge the principal's signature on the already signed document.

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

Yates Meadow  
Phase II  
Lot No. 41  
MB 45 PG 40  
Zoned CURM-2

Date: 10-29-12  
My commission expires:  
**JENNIFER A MCGEE**  
NOTARY PUBLIC  
WECKLENBURG COUNTY, NC

Jennifer A. McGee  
Notary's printed or typed name, notary public

Tim Hurlley  
Owner  
Date: 3-12-08

LEGEND

|      |                                |
|------|--------------------------------|
| ●    | Existing Property Corner       |
| ○    | Set Property Corner 1/2" Rebar |
| ⊗    | Computed Point Not Set         |
| ⊕    | Utility Pole                   |
| —OE— | Overhead Electric              |
| ---  | Property line as Surveyed      |
| ---  | Property line by deed or plat  |
| ---  | Building setback line          |
| ---  | Road Right of Way line         |
| ---  | Tie line                       |
| ---  | 20' Drainage Easement line     |
| ---  | Sight Triangle Easement        |

I hereby certify that all streets, storm drainage systems, water and sewer systems, and other improvements have been designed and installed or their installation guaranteed in an acceptable manner or according to specifications and standards of the City of Concord and the State of North Carolina in the Roberto Meadows Subdivision.

Date: 4/3/08  
M. S. Hyde  
Director of Engineering

Certificate of Final Plat Approval  
I hereby certify that this plat is in compliance with the City of Concord code of Ordinances. The final plat for the Roberto Meadows subdivision was approved by the Concord Planning & Zoning Commission/Administrator with the concurrence of the development review committee at their meeting on 4-3-2008

Date: 4-4-08  
David Pearson  
Development Services Director

Certificate of Fee Payment  
I hereby certify that all fees for the Roberto Meadows subdivision have been paid or that the fees are not applicable.

Date: 4/3/08  
Alan Dinicola  
Finance Director

Certificate of Electric Distribution System Approval  
I hereby certify that the electric distribution system has been designed and installed in an acceptable manner and in accordance with the code of ordinances of the City of Concord.

Date: 4-1-08  
Walter ...  
Director of Electric Systems

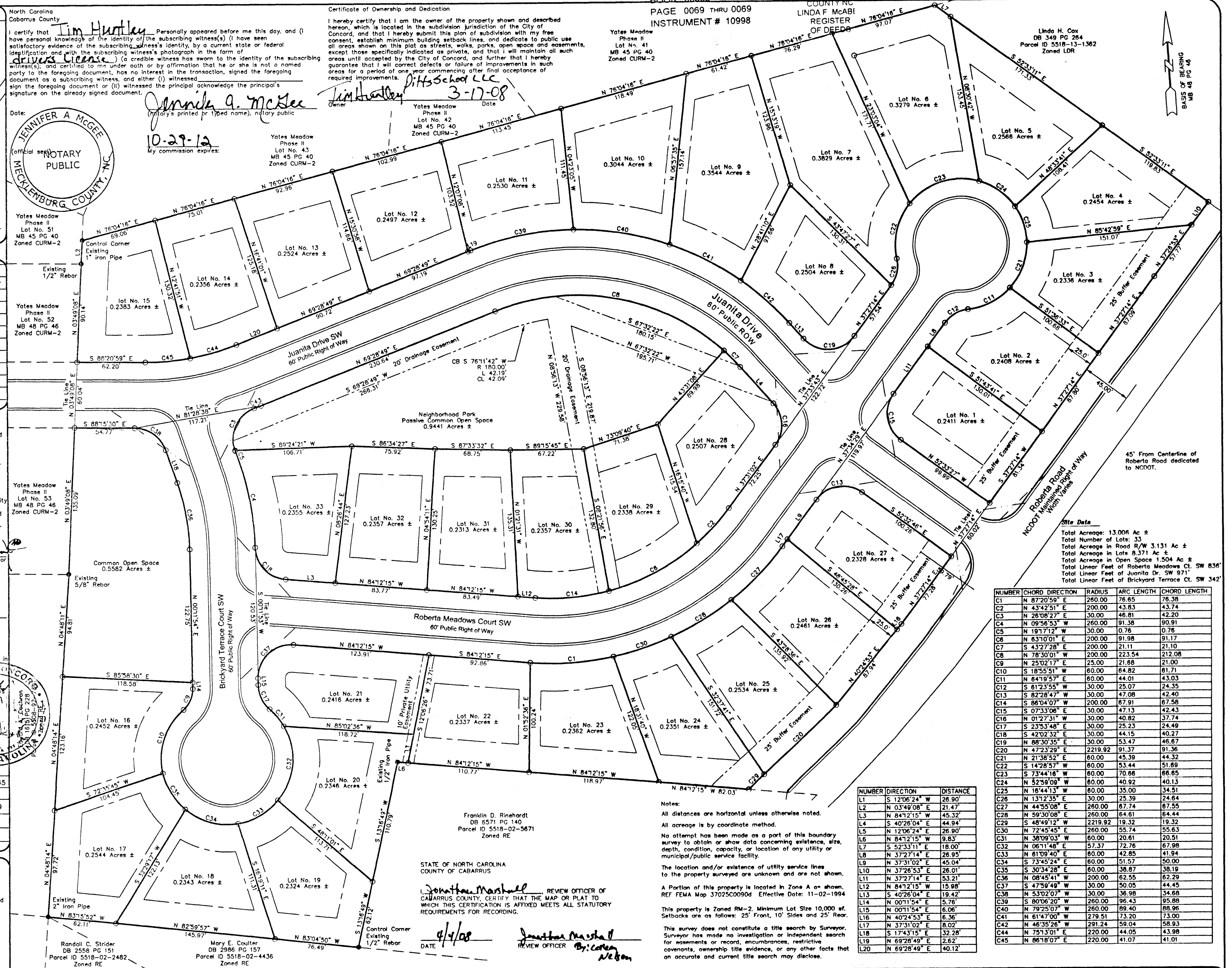
Certificate of Acceptance of Offer of Dedication  
I hereby certify that the city of Concord accepted the offer of dedication shown on this plat by resolution of a meeting of the City of Council held on 3-12-08

Date: 4/3/08  
Kim G. Dixon  
City Clerk

Date: March 12, 2008  
Ref. Deed Book: D.B. 4610 Pg. 845  
Ref. Plat Book:  
Tax Parcel Number: 5518-02-6959  
Drawn By: C.A. Byrd Checked By: R.A. Sutton  
AccuTech Project Number: 07185

I, Rodrick A. Sutton, certify that this map was drawn from an actual survey made under my supervision that the error of closure as calculated by latitudes and departures was 1:62,2154; the boundaries not surveyed are shown as broken lines plotted from information found in deeds as shown; That this map was prepared in accordance with G.S. 47-30 as amended; That the angular error of closure was 04" per turn; and that

This survey is of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision  
 This survey is of an existing parcel or parcels of land and does not create a new street or change a street.  
 This survey is an exception to the definition of subdivision.  
 This survey creates a subdivision of land within an area of a municipality that has an ordinance regulating parcels of land.  
Witness my hand and official seal this 1st day of March 13, 2008.  
Rodrick A. Sutton  
Professional Land Surveyor License No. L-3228



Site Data

|  |             |
|--|-------------|
| Total Acreage:                                 | 13.006 Ac ± |
| Total Number of Lots:                          | 35          |
| Total Acreage in Road R/W:                     | 3.131 Ac ±  |
| Total Acreage in Lots:                         | 8.371 Ac ±  |
| Total Acreage in Open Space:                   | 1.504 Ac ±  |
| Total Linear Feet of Roberto Meadows Ct. SW:   | 836'        |
| Total Linear Feet of Juanita Dr. SW:           | 971'        |
| Total Linear Feet of Brinkyard Terrace Ct. SW: | 342'        |

| NUMBER | CHORD         | DIRECTION | RADIUS  | ARC LENGTH | CHORD LENGTH |
|--------|---------------|-----------|---------|------------|--------------|
| C1     | N 87°20'58" E |           | 260.00  | 76.65      | 76.38        |
| C2     | N 43°25'11" E |           | 200.00  | 43.83      | 43.74        |
| C3     | N 28°08'27" E |           | 30.00   | 46.81      | 42.20        |
| C4     | N 09°58'53" W |           | 260.00  | 91.38      | 90.91        |
| C5     | N 19°17'12" W |           | 30.00   | 0.76       | 0.76         |
| C6     | N 63°10'01" E |           | 200.00  | 91.98      | 91.17        |
| C7     | S 43°27'28" E |           | 200.00  | 21.11      | 21.10        |
| C8     | N 78°30'01" W |           | 200.00  | 223.54     | 212.08       |
| C9     | N 25°02'17" E |           | 25.00   | 21.68      | 21.00        |
| C10    | S 18°55'51" W |           | 60.00   | 64.82      | 61.71        |
| C11    | N 64°19'57" E |           | 60.00   | 44.01      | 43.03        |
| C12    | N 61°23'55" E |           | 30.00   | 25.07      | 24.35        |
| C13    | S 82°28'47" W |           | 30.00   | 47.08      | 42.40        |
| C14    | S 88°04'07" W |           | 200.00  | 67.91      | 67.58        |
| C15    | S 07°33'06" E |           | 30.00   | 47.13      | 42.43        |
| C16    | N 01°27'31" W |           | 30.00   | 40.82      | 37.74        |
| C17    | S 23°53'48" E |           | 30.00   | 25.23      | 24.49        |
| C18    | S 42°02'32" E |           | 30.00   | 44.15      | 40.27        |
| C19    | N 88°30'35" E |           | 30.00   | 53.47      | 46.67        |
| C20    | N 47°23'29" E |           | 229.92  | 91.37      | 91.36        |
| C21    | N 21°38'52" E |           | 60.00   | 45.39      | 44.32        |
| C22    | S 14°28'57" W |           | 80.00   | 53.44      | 51.69        |
| C23    | S 73°44'18" W |           | 80.00   | 70.66      | 66.65        |
| C24    | N 32°58'09" W |           | 80.00   | 40.92      | 40.13        |
| C25    | N 18°44'13" W |           | 60.00   | 35.00      | 34.51        |
| C26    | N 13°12'35" E |           | 30.00   | 25.39      | 24.84        |
| C27    | N 44°35'08" E |           | 260.00  | 67.74      | 67.55        |
| C28    | N 59°30'08" E |           | 260.00  | 64.61      | 64.44        |
| C29    | S 48°49'12" W |           | 2219.92 | 19.32      | 19.32        |
| C30    | N 72°45'45" E |           | 260.00  | 55.74      | 55.63        |
| C31    | N 84°12'15" W |           | 60.00   | 20.61      | 20.51        |
| C32    | N 06°11'48" E |           | 57.37   | 72.76      | 67.98        |
| C33    | N 61°09'40" E |           | 80.00   | 42.85      | 41.94        |
| C34    | S 73°45'24" E |           | 60.00   | 51.57      | 50.00        |
| C35    | S 30°34'28" E |           | 60.00   | 38.87      | 38.19        |
| C36    | N 08°45'41" W |           | 200.00  | 62.55      | 62.29        |
| C37    | S 47°59'49" W |           | 30.00   | 50.05      | 44.45        |
| C38    | N 53°02'07" W |           | 30.00   | 36.98      | 34.68        |
| C39    | S 80°06'20" W |           | 260.00  | 96.43      | 95.88        |
| C40    | N 79°25'07" W |           | 260.00  | 89.40      | 88.86        |
| C41    | N 61°47'00" W |           | 278.51  | 13.20      | 13.00        |
| C42    | N 46°35'26" W |           | 291.24  | 59.04      | 58.93        |
| C43    | N 17°43'15" E |           | 221.24  | 44.05      | 43.98        |
| C44    | N 75°13'01" E |           | 221.24  | 41.07      | 41.01        |
| C45    | N 68°18'07" E |           | 220.00  | 41.07      | 41.01        |
| C46    | N 69°28'49" E |           | 40.12   |            |              |

**PROFESSIONAL LAND SURVEYOR**  
SEAL 3228  
**RODRICK A. SUTTON**

Number/Date Description of Revision

|   |         |   |
|---|---------|---|
| 1 | 1/14/08 | Comments from the City of Concord Dated 12/05/07                              |
| 2 | 3/02/08 | Added note per NCDOT about dedicating 45' right of way from CL of Roberto Rd. |
| 3 | 3/12/08 | Added street side setback of 25' per City of Concord comments.                |
| 4 |         |   |

Scale: 1" = 60'  
0 60 90 120 180 300

Final Subdivision Plat of:  
**Roberta Meadows**  
State of North Carolina  
City of Concord  
Number Two Township  
Cabarrus County

Survey Prepared for:  
Pitts School, LLC  
4608 Carrier Road  
Monroe, NC 28110

**Accutech Surveying & Mapping, LLP**  
546 Newell Street NW  
Concord, NC 28025  
Telephone (704) 784-3286  
Fax (704) 784-3581  
accutech@accutechsurveying.com





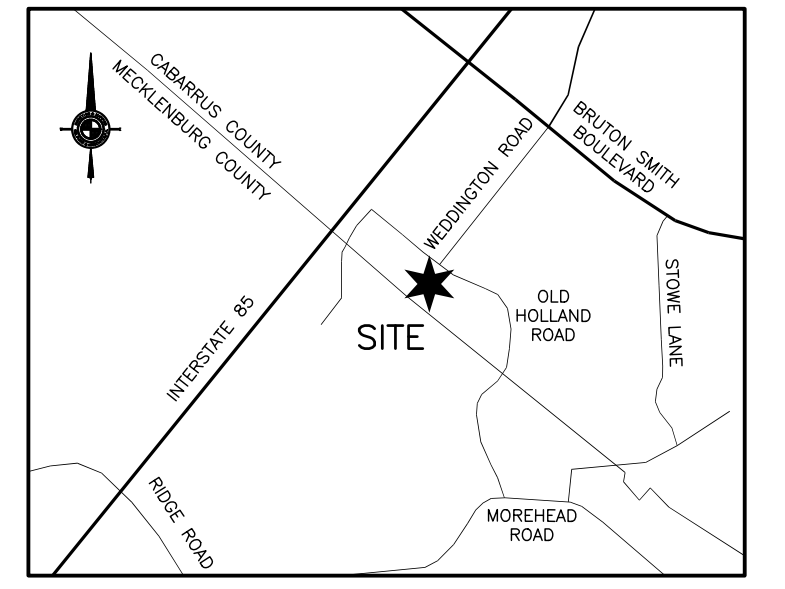
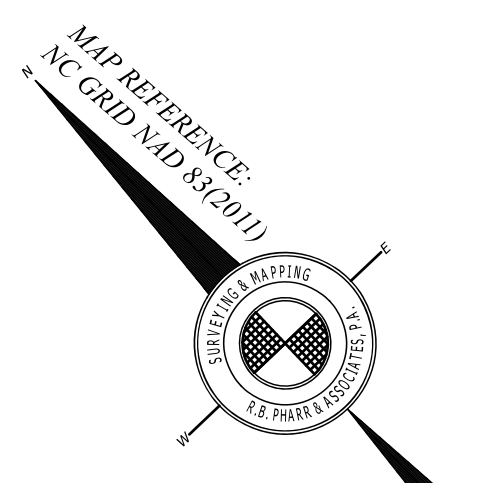


OWNER: ADDISON CONCORD, LLC  
 237 S. WESTMONTE DR. STE 140  
 ALTAMONTE SPRINGS, FL 32714

# THE ADDISON EIGHTY50 EASEMENT PLAT

OWNER: ADDISON CONCORD, LLC  
 8255 OLD HOLLAND ROAD  
 NO. 2 TOWNSHIP, POPLAR TENT, CABARRUS COUNTY, N.C.  
 MALLARD CREEK TOWNSHIP, MECKLENBURG COUNTY, N.C.  
 DEED REFERENCE: 14194-283(CAB. CO.)  
 36101-285(MECK. CO.)  
 TAX PARCEL #: 45898084470000(CAB. CO.)  
 029-26X-13(MECK. CO.)  
 SHEET: 2 OF 3

- LEGEND:**
- PROPERTY LINE
  - PROPERTY LINE (NOT SURVEYED)
  - RIGHT-OF-WAY
  - RIGHT-OF-WAY (NOT SURVEYED)
  - EASEMENT
  - D.B. - DEED BOOK
  - EIP - EXISTING IRON PIPE
  - EIR - EXISTING IRON ROD
  - EN - EXISTING NAIL
  - M.B. - MAP BOOK
  - N.G.S. - NATIONAL GEODETIC SURVEY
  - NIR - NEW IRON ROD
  - PIN - PARCEL IDENTIFICATION NUMBER
  - PG. - PAGE
  - R/W - RIGHT-OF-WAY
  - (T) - TOTAL



**NOTARY:**  
 NORTH CAROLINA  
 CABARRUS COUNTY

I, \_\_\_\_\_, 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.

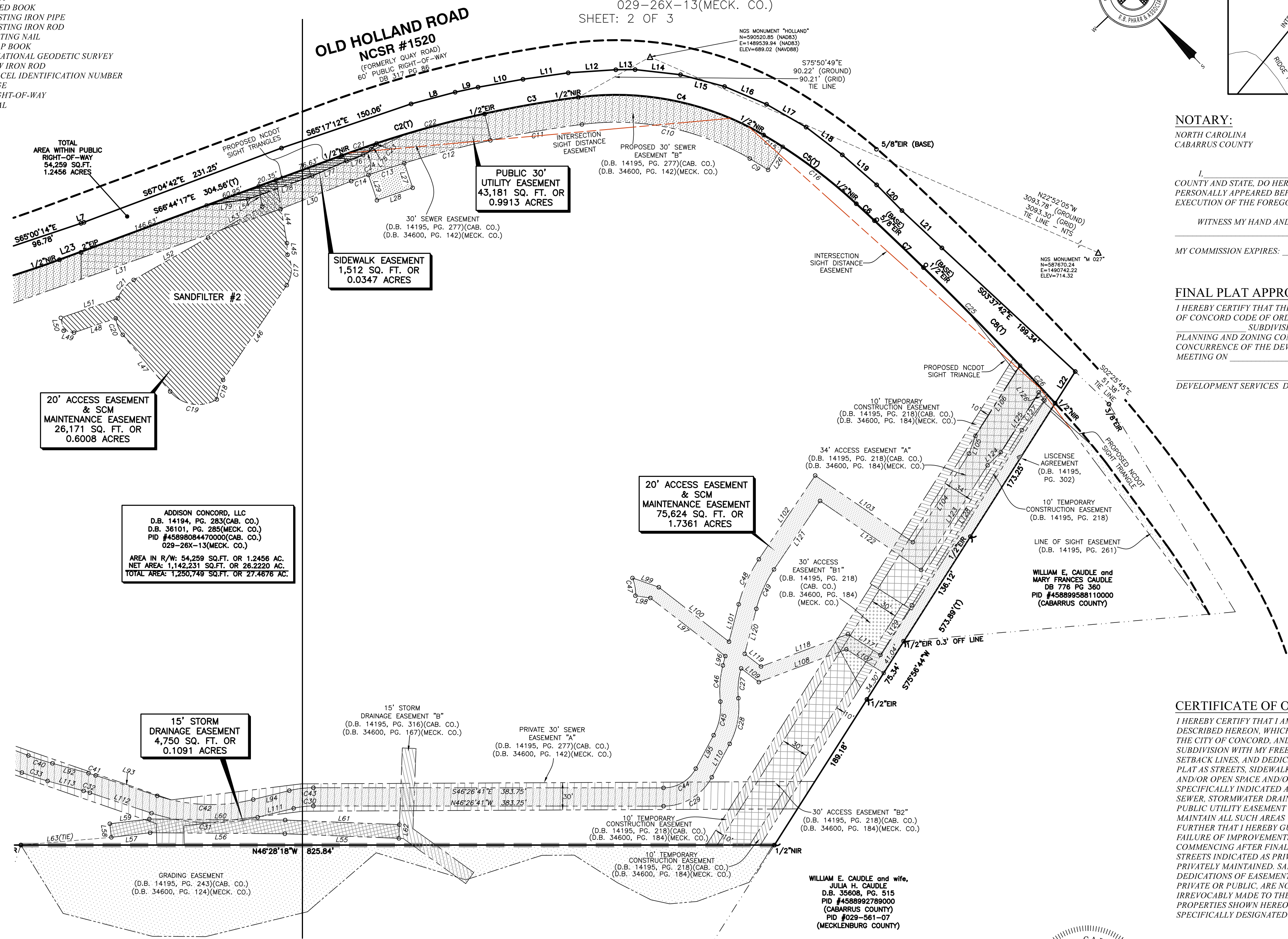
WITNESS MY HAND AND OFFICIAL SEAL, THIS THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 200\_\_\_\_.

MY COMMISSION EXPIRES: \_\_\_\_\_

**FINAL PLAT APPROVAL**

I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE \_\_\_\_\_ SUBDIVISION WAS APPROVED BY THE CONCORD PLANNING AND ZONING COMMISSION / ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON \_\_\_\_\_, 2022.

DEVELOPMENT SERVICES DIRECTOR \_\_\_\_\_ DATE \_\_\_\_\_



**20' ACCESS EASEMENT & SCM MAINTENANCE EASEMENT**  
 26,171 SQ. FT. OR 0.6008 ACRES

**SIDEWALK EASEMENT**  
 1,512 SQ. FT. OR 0.0347 ACRES

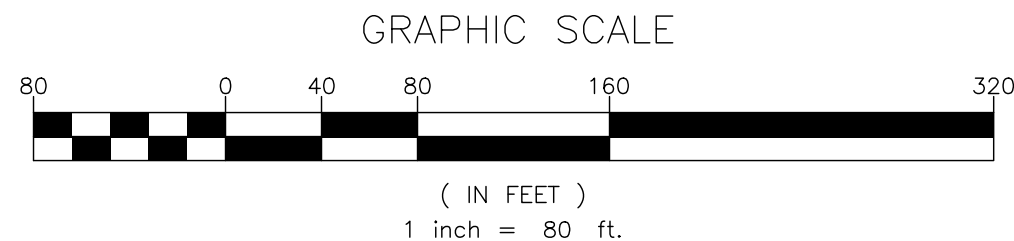
**PUBLIC 30' UTILITY EASEMENT**  
 43,181 SQ. FT. OR 0.9913 ACRES

**20' ACCESS EASEMENT & SCM MAINTENANCE EASEMENT**  
 75,624 SQ. FT. OR 1.7361 ACRES

ADDISON CONCORD, LLC  
 D.B. 14194, PG. 283(CAB. CO.)  
 D.B. 36101, PG. 285(MECK. CO.)  
 PID #45898084470000(CAB. CO.)  
 029-26X-13(MECK. CO.)  
 AREA IN R/W: 54,259 SQ.FT. OR 1.2456 AC.  
 NET AREA: 1,142,231 SQ.FT. OR 26,222 AC.  
 TOTAL AREA: 1,250,749 SQ.FT. OR 27,487 AC.

**15' STORM DRAINAGE EASEMENT**  
 4,750 SQ. FT. OR 0.1091 ACRES

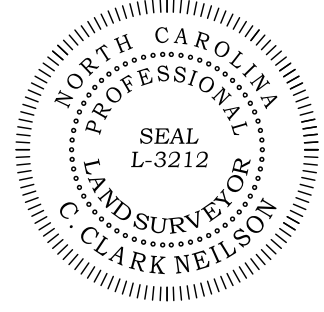
OLD HOLLAND ROAD, LLC  
 PART OF PARCEL 1 OF D.B. 6499, PG. 97  
 PID #458980755000 (CABARRUS COUNTY)  
 PART OF PARCEL 1 OF D.B. 19980, PG. 177  
 PID #029-561-09 (MECKLENBURG COUNTY)



**PLAT REVIEW OFFICER**

I, \_\_\_\_\_ REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY REQUIREMENTS OF NORTH CAROLINA GENERAL STATUTES FOR RECORDING.

REVIEW OFFICER \_\_\_\_\_ DATE \_\_\_\_\_



**CERTIFICATE OF OWNERSHIP & OFFER OF DEDICATION:**

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

BY: OWNER \_\_\_\_\_ DATE \_\_\_\_\_

|       |        |          |
|-------|--------|----------|
| CREW: | DRAWN: | REVISED: |
| GH    | BM     |          |

**R.B. PHARR & ASSOCIATES, P.A.**  
 SURVEYING & MAPPING  
 LICENSURE NO: C-1471  
 969 E. 7TH ST., #100 CHARLOTTE, N.C. 28204 TEL. (704) 376-2186

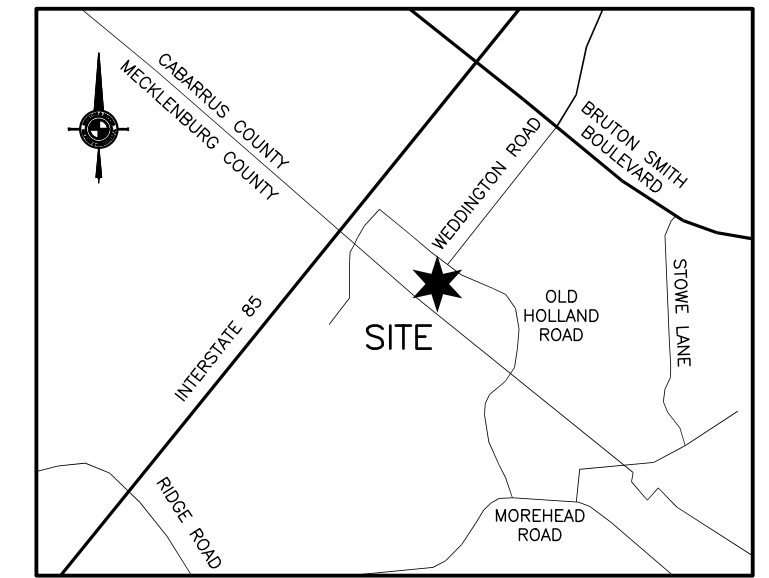
SCALE: 1" = 80' DATE: APRIL 12, 2022 JOB NO. 94030



OWNER: ADDISON CONCORD, LLC  
 237 S. WESTMONTE DR. STE 140  
 ALTAMONTE SPRINGS, FL 32714

# THE ADDISON EIGHTY50 EASEMENT PLAT

OWNER: ADDISON CONCORD, LLC  
 8255 OLD HOLLAND ROAD  
 NO. 2 TOWNSHIP, POPLAR TENT, CABARRUS COUNTY, N.C.  
 MALLARD CREEK TOWNSHIP, MECKLENBURG COUNTY, N.C.  
 DEED REFERENCE: 14194-283(CAB. CO.)  
 36101-285(MECK. CO.)  
 TAX PARCEL #: 45898084470000(CAB. CO.)  
 029-26X-13(MECK. CO.)  
 SHEET: 3 OF 3



VICINITY MAP  
 NOT TO SCALE

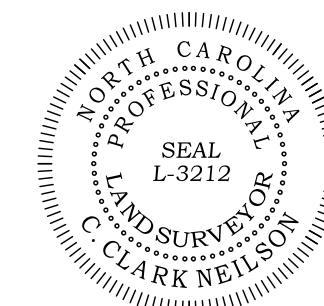
LINE TABLE:

| LINE | BEARING     | DISTANCE |
|------|-------------|----------|
| L1   | N45°37'46"W | 8.81'    |
| L2   | N41°16'20"E | 68.29'   |
| L3   | N47°32'43"E | 68.47'   |
| L4   | S34°02'20"E | 17.84'   |
| L5   | S50°30'52"E | 21.18'   |
| L6   | N40°17'03"E | 29.90'   |
| L7   | S64°58'53"E | 3.47'    |
| L8   | S61°21'12"E | 49.99'   |
| L9   | S58°46'19"E | 25.73'   |
| L10  | S56°28'56"E | 50.01'   |
| L11  | S54°36'42"E | 50.01'   |
| L12  | S50°09'48"E | 52.29'   |
| L13  | S46°51'48"E | 21.17'   |
| L14  | S40°06'00"E | 50.01'   |
| L15  | S31°25'05"E | 50.01'   |
| L16  | S23°30'31"E | 50.01'   |
| L17  | S16°29'56"E | 50.01'   |
| L18  | S09°00'04"E | 50.01'   |
| L19  | S05°18'36"E | 50.01'   |
| L20  | S00°59'42"E | 39.51'   |
| L21  | S03°23'45"E | 59.93'   |
| L22  | S75°56'44"W | 41.10'   |
| L23  | S66°44'17"E | 25.28'   |
| L24  | S02°34'51"W | 9.45'    |
| L25  | S54°39'50"E | 87.52'   |
| L26  | S75°55'04"W | 30.00'   |
| L27  | S24°52'43"W | 28.56'   |
| L28  | N65°42'56"W | 41.48'   |
| L29  | N24°52'43"E | 29.27'   |
| L30  | N68°00'57"W | 83.20'   |
| L31  | N65°52'08"W | 372.49'  |
| L32  | N52°02'32"W | 219.47'  |
| L33  | N54°39'50"W | 142.26'  |
| L34  | S72°51'35"W | 94.80'   |
| L35  | S06°01'34"W | 5.10'    |
| L36  | N83°58'26"W | 30.00'   |
| L37  | N06°01'34"E | 24.90'   |
| L38  | N72°51'35"E | 115.49'  |
| L39  | N49°45'43"W | 28.63'   |
| L40  | N64°51'43"W | 186.81'  |
| L41  | N50°30'52"W | 26.59'   |
| L42  | N34°02'20"W | 17.78'   |
| L43  | S85°59'51"E | 21.18'   |
| L44  | S33°52'17"W | 70.56'   |
| L45  | S40°30'43"W | 12.80'   |
| L46  | S77°24'52"W | 125.19'  |
| L47  | N03°39'12"E | 80.98'   |
| L48  | N65°20'43"W | 48.30'   |
| L49  | N36°19'40"W | 11.51'   |
| L50  | N31°13'35"E | 14.51'   |
| L51  | S65°20'43"E | 66.01'   |
| L52  | S76°07'49"E | 94.01'   |
| L53  | S76°07'49"E | 68.19'   |
| L54  | N33°52'17"E | 22.86'   |
| L55  | N44°10'09"W | 125.12'  |
| L56  | N46°02'39"W | 147.63'  |
| L57  | N53°14'54"W | 42.79'   |
| L58  | N37°03'18"E | 15.00'   |
| L59  | S53°14'54"E | 43.66'   |
| L60  | S46°02'39"E | 148.82'  |
| L61  | S44°10'09"E | 125.34'  |
| L62  | S45°42'34"W | 15.00'   |
| L63  | S51°20'44"E | 99.51'   |

|      |             |         |
|------|-------------|---------|
| L64  | S06°01'34"W | 124.17' |
| L65  | S35°03'42"W | 97.56'  |
| L66  | S46°09'38"E | 51.09'  |
| L67  | S36°45'03"W | 78.18'  |
| L68  | S46°29'36"E | 121.83' |
| L69  | S43°30'24"W | 30.00'  |
| L70  | N46°29'36"W | 148.48' |
| L71  | N36°45'03"E | 78.34'  |
| L72  | N46°09'38"W | 50.31'  |
| L73  | N35°03'42"E | 115.51' |
| L74  | N06°01'34"E | 116.40' |
| L75  | S84°35'08"W | 6.38'   |
| L76  | N66°44'17"W | 19.46'  |
| L77  | N69°57'34"W | 40.72'  |
| L78  | N66°27'28"W | 75.22'  |
| L79  | N54°50'10"W | 45.68'  |
| L80  | N71°58'41"E | 48.72'  |
| L81  | S13°23'27"E | 11.42'  |
| L82  | N70°57'20"E | 27.94'  |
| L83  | N84°09'31"E | 11.15'  |
| L84  | S19°03'57"E | 14.00'  |
| L85  | S53°19'18"W | 11.40'  |
| L86  | S70°57'20"W | 29.92'  |
| L87  | S13°23'27"E | 39.67'  |
| L88  | S16°35'49"E | 99.90'  |
| L89  | S13°05'52"W | 49.16'  |
| L90  | S43°30'24"W | 71.96'  |
| L91  | S46°29'36"E | 137.35' |
| L92  | S31°06'39"E | 41.05'  |
| L93  | S28°10'08"E | 71.10'  |
| L94  | S60°19'18"W | 40.73'  |
| L95  | N71°40'50"E | 41.55'  |
| L96  | N57°47'39"E | 10.56'  |
| L97  | N08°40'14"W | 103.87' |
| L98  | N37°40'50"W | 16.66'  |
| L99  | S27°08'53"E | 30.57'  |
| L100 | S08°40'14"E | 97.42'  |
| L101 | N57°56'56"E | 42.31'  |
| L102 | N77°26'00"E | 110.61' |
| L103 | S12°08'20"E | 129.59' |
| L104 | N75°56'44"E | 115.03' |
| L105 | N63°15'54"E | 20.50'  |
| L106 | N75°56'44"E | 91.39'  |
| L107 | N14°12'55"W | 48.52'  |
| L108 | N67°00'11"W | 102.35' |
| L109 | N08°40'14"W | 24.51'  |
| L110 | S71°40'50"W | 41.55'  |
| L111 | N60°19'18"W | 40.73'  |
| L112 | N28°10'08"W | 71.10'  |
| L113 | N31°06'39"W | 41.05'  |
| L114 | N46°29'36"W | 157.35' |
| L115 | N43°30'24"E | 86.56'  |
| L116 | N13°17'13"E | 49.71'  |
| L117 | N14°03'16"W | 42.30'  |
| L118 | N66°52'51"W | 101.58' |
| L119 | N08°40'14"W | 22.60'  |
| L120 | N57°56'56"E | 50.96'  |
| L121 | N77°26'00"E | 90.46'  |
| L122 | S12°08'20"E | 134.12' |
| L123 | N75°56'44"E | 135.85' |
| L124 | N88°40'46"E | 20.42'  |
| L125 | N75°56'44"E | 77.76'  |
| L126 | S09°22'36"W | 10.86'  |
| L127 | S80°51'46"W | 40.73'  |
| L128 | S75°38'48"W | 226.81' |
| L129 | S75°47'42"W | 64.30'  |

CURVE TABLE:

| CURVE | RADIUS   | ARC LENGTH | CHORD BEARING | CHORD LENGTH |
|-------|----------|------------|---------------|--------------|
| C1    | 1050.00' | 311.10'    | S58°15'00"E   | 309.96'      |
| C2    | 1190.00' | 163.16'    | S62°48'36"E   | 163.04'      |
| C3    | 1190.00' | 104.40'    | S56°22'08"E   | 104.36'      |
| C4    | 320.00'  | 211.00'    | S34°57'58"E   | 207.20'      |
| C5    | 587.66'  | 126.80'    | S09°53'44"E   | 126.55'      |
| C6    | 3781.00' | 27.16'     | S03°30'30"E   | 27.16'       |
| C7    | 3781.00' | 74.41'     | S02°44'20"E   | 74.41'       |
| C8    | 3781.00' | 207.21'    | S00°36'18"E   | 207.18'      |
| C9    | 557.66'  | 23.62'     | N14°51'49"W   | 23.62'       |
| C10   | 290.00'  | 191.22'    | N34°57'58"W   | 187.77'      |
| C11   | 1160.00' | 101.76'    | N56°22'08"W   | 101.73'      |
| C12   | 1160.00' | 97.62'     | N61°17'34"W   | 97.59'       |
| C13   | 1160.00' | 41.48'     | N64°43'41"W   | 41.48'       |
| C14   | 1160.00' | 19.95'     | N66°14'43"W   | 19.95'       |
| C15   | 587.66'  | 24.66'     | S14°52'28"E   | 24.66'       |
| C16   | 587.66'  | 102.14'    | S08°41'35"E   | 102.01'      |
| C17   | 32.55'   | 35.04'     | S45°01'20"W   | 33.37'       |
| C18   | 51.41'   | 22.58'     | S61°28'49"W   | 22.40'       |
| C19   | 40.00'   | 56.45'     | N36°46'45"W   | 51.88'       |
| C20   | 41.14'   | 19.79'     | N20°16'24"E   | 19.60'       |
| C21   | 1190.00' | 40.55'     | S65°45'42"E   | 40.55'       |
| C22   | 1190.00' | 122.61'    | S61°50'01"E   | 122.56'      |
| C23   | 18.00'   | 2.52'      | S88°35'35"W   | 2.52'        |
| C24   | 22.00'   | 11.01'     | N81°04'34"W   | 10.90'       |
| C25   | 3781.00' | 150.89'    | S01°01'54"E   | 150.88'      |
| C26   | 3781.00' | 56.32'     | S00°32'17"W   | 56.32'       |
| C27   | 85.40'   | 33.06'     | S48°52'52"W   | 32.85'       |
| C28   | 85.00'   | 49.88'     | S54°52'08"W   | 49.17'       |
| C29   | 60.00'   | 64.80'     | N77°22'55"W   | 61.69'       |
| C30   | 90.00'   | 21.80'     | N53°22'59"W   | 21.74'       |
| C31   | 210.00'  | 117.85'    | N44°14'43"W   | 116.31'      |
| C32   | 140.00'  | 7.19'      | N29°38'24"W   | 7.19'        |
| C33   | 310.02'  | 29.57'     | N28°22'07"W   | 29.56'       |
| C34   | 40.00'   | 14.56'     | N36°03'52"W   | 14.48'       |
| C35   | 60.00'   | 80.51'     | N33°29'20"E   | 74.60'       |
| C36   | 51.63'   | 74.11'     | S66°05'06"E   | 67.91'       |
| C37   | 30.74'   | 87.78'     | S66°15'59"W   | 60.86'       |
| C38   | 21.71'   | 20.40'     | N16°42'01"W   | 19.66'       |
| C39   | 60.00'   | 21.84'     | S36°03'52"E   | 21.72'       |
| C40   | 289.98'  | 27.66'     | S28°22'06"E   | 27.65'       |
| C41   | 160.00'  | 8.22'      | S29°38'24"E   | 8.21'        |
| C42   | 190.00'  | 106.62'    | S44°14'43"E   | 105.23'      |
| C43   | 110.00'  | 26.64'     | S53°22'59"E   | 26.58'       |
| C44   | 40.00'   | 43.20'     | S77°22'55"E   | 41.13'       |
| C45   | 65.00'   | 38.14'     | N54°52'08"E   | 37.60'       |
| C46   | 110.00'  | 38.19'     | N48°00'10"E   | 38.00'       |
| C47   | 40.31'   | 19.88'     | N34°12'23"E   | 19.68'       |
| C48   | 160.00'  | 54.41'     | N67°41'28"E   | 54.15'       |
| C49   | 140.00'  | 47.61'     | N67°41'28"E   | 47.38'       |



|       |        |          |
|-------|--------|----------|
| CREW: | DRAWN: | REVISED: |
| GH    | BM     |          |

**R.B. PHARR & ASSOCIATES, P.A.**  
 SURVEYING & MAPPING  
 LICENSURE NO: C-1471  
 969 E. 7TH ST., #100 CHARLOTTE, N.C. 28204 TEL. (704) 376-2186

SCALE: 1" = 80'  
 DATE: APRIL 12, 2022  
 JOB NO. 94030

A RESOLUTION AMENDING THE PURCHASING POLICY  
OF THE CITY OF CONCORD

WHEREAS, the City of Concord, North Carolina (herein "the City") has adopted a Purchasing policy: and

WHEREAS, the City desires to amend the policy;

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord that:

1. Article II. BIDDING PROCESS, Section H. PERFORMANCE AND PAYMENT BONDS be amended to follow the NC General Statutes bonds required which is contained in NCGS 44A-26:

H. PERFORMANCE AND PAYMENT BONDS (In accordance with N.C.G.S. 44A-26) Performance and payment bonds are required for all construction projects on which the total cost is ~~\$50,000~~ \$300,000 or more. ~~except in the case of those projects serving low to moderate income persons by providing affordable housing, for which the said bonds shall be required if the total cost of the project is \$200,000 or more. Where projects serving low to moderate income persons by providing affordable housing are part of a larger project with an overall cost of \$300,000 or more, bonds shall be required from any contractor whose individual contract totals \$50,000 or more.~~ When the total amount of construction contracts awarded for any one project exceeds three hundred thousand dollars (\$300,000), performance and payment bonds in the amount of one hundred percent (100%) of the construction contract amount are required by the contracting body from any contractor or construction manager at risk with a contract more than fifty thousand dollars (\$50,000).

This resolution shall be effective upon passage.

Adopted this 9<sup>th</sup> day of June 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 10<sup>th</sup> 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)<br>Increase |
|--------------|---------------------|-------------------|-------------------|------------------------|
|              |                     | Current<br>Budget | Amended<br>Budget |                        |
| 100-4370000  | Fund Balance Approp | \$12,172,909      | \$12,173,409      | \$500                  |
| <b>Total</b> |                     |                   |                   | <b>\$500</b>           |

| Account      | Title            | <u>Expenses/Expenditures</u> |                   | (Decrease)<br>Increase |
|--------------|------------------|------------------------------|-------------------|------------------------|
|              |                  | Current<br>Budget            | Amended<br>Budget |                        |
| 4190-5470043 | Golf Tournaments | \$4,000                      | \$4,500           | \$500                  |
| <b>Total</b> |                  |                              |                   | <b>\$500</b>           |

Reason: To appropriate reserves from the Mayor's Golf Tournament to Epworth United Methodist Church for the annual Back-to-School Distribution Event.

Adopted this 9th day of June, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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



1030 BURRAGE RD, NE  
CONCORD, NC 28025  
(704)786-6183  
WWW.EPWORTHING.ORG

OPENING DOORS TO GOD'S FUTURE

To All of Those Who Have Donated to the Back-to-School Shoe Distribution in Years Past,

As we begin to plan for the 2023 Back-to-School Shoe Distribution, I must first say a very heart-felt "Thank you!" to all of you, who supported the event financially in 2021. Stepping out on faith at a time that was uncertain in face of the many struggles that come with COVID was made easy as donations came in almost as soon as I got the word out that we were going to have a modified and safe event in August of 2021 for those in our community who would be struggling to send their children back to school with the necessary supplies. All of you made the event happen with your very generous contributions, and many children and youth in our community were blessed with new shoes, backpacks, and school supplies for the 2021/2022 school year.

We are now planning for the 10<sup>th</sup> Annual Event and are excited to be having it back at the Logan Multi-Purpose Center. In addition, we are hoping to bring back all the services that we have provided in years past. With that said, I did also want to let all of you know that we are approaching the event in a different manner this year. The biggest change that we are taking is that we are asking for donations of new shoes and socks. Essentially, we will be having a "new shoes" drive to collect as many new shoes as possible during the month of May. We think that individuals will be able to find shoes on sale and at a fraction of the cost that we would pay if working with the previous non-profit that assisted us in years past. It will be a lot of extra work. However, we are up for the task, and we know that God will help us through it. After the collection of new shoes, we will then purchase shoes for approximately \$15.00 a piece from a vendor, who has relationship with shoe companies and distributors around the nation and with whom we have a relationship. We will also continue to ask individuals to do school supply drives. We feel that preparing for the event in this manner will help us be wiser with God's money and also assist us with being as efficient as possible in providing this event for the community.

Our goal is to collect as many shoes as possible. Then, we will order items that have not been physically donated. We are trusting in God that we will collect the items or the monetary funds to continue to provide 500 pairs of shoes and socks, as well as backpacks and school supplies, to the families who God will be sending to the 2022 Back-to-School Shoe Distribution.

We pray that you will consider continuing your support of this event, as we know that the needs in our community have continued to increase over the past two years. We need everyone working together to provide for our children and youth who are in need of assistance as they prepare for the 2022/2023 school year. All the details and deadlines are in the information that is attached. However, if you have questions, please don't hesitate to contact me.

Thank you once again for your generous monetary support in the past and for your desire to support children and youth in our community.

Teresa Gray, Director of Family Ministries, Epworth UMC, Inc.  
Representative of the Back to School Planning Committee for the  
Shoe Distribution in Cabarrus County on August 6, 2022



1030 BURRAGE RD, NE  
CONCORD, NC 28025  
(704)786-6133  
WWW.EP-WORTH.ORG

OPENING DOORS TO GOD'S FUTURE

### To Whom It May Concern:

Beginning in August of 2012, organizations and faith communities in Cabarrus County have been coming together to provide needy children and youth in our community with new shoes before the beginning of the school year. Since the beginning of this effort, the number of individuals, organizations, and faith communities who have been coming together have increased, and the services that we have offered have multiplied to include ensuring access to Kindergarten physicals, conducting dental screenings, registering for sports physicals, and distributing backpacks and school supplies. When COVID hit our community, we were not able to have the distribution in 2020. However, we modified what we offered and were able to provide an event in 2021. This year, we are planning to include all the services that were provided before COVID and anything else that may be beneficial to families as they get ready to send their children back to school for the 2022/2023 school year.

The 10th Annual Back-to-School Shoe Distribution in Cabarrus County is scheduled for **Saturday, August 6, 2022 from 10:00 am to 12:00 noon**. Our goal is to continue to distribute at least 500 pairs of shoes, as well as backpacks and school supplies to as many children and youth as possible. Due to the pandemic and the rising cost of living in our community, we know that there are even more individuals who will need our help, as their children prepare for the 2022/2023 school year. As a result, to meet our goal, we need the help of the community.

This year, we have decided to do our fundraising in a different manner in order to provide as much assistance as possible, and also utilize God's money as efficiently as possible. First, rather than working with Samaritan's Feet, as we have in the past, we will be collecting new shoes that individuals may purchase on sale racks at local stores. Any remaining shoes that are needed will then be purchased using a vendor, with whom we have a relationship and who has partnerships with various shoe distributors, that enables us to get good quality shoes for \$15.00 a piece or less. In addition to shoes, we will also need to purchase socks, bookbags, and school supplies. However, individuals and organizations may also hold a school supply drive to collect items.

Each year we encourage more individuals, businesses, organizations, and faith communities to get involved with our efforts, as this is meeting a very tangible need of many children and youth who are living in our community. Would you be able to support our mission of providing a new pair of shoes and school supplies to needy children within our community for the 2022/2023 school year? If so, there are three ways you can get involved:

- (1.) Make a monetary donation to purchase shoes, socks, and school supplies.
- (2.) Organize a shoe drive for new shoes during the month May and arrange for new shoes to get to Epworth UMC by May 31, 2022.
- (3.) Organize a school supply collection in July and arrange for supplies to get to Epworth UMC by August 1, 2022
- (4.) Volunteer the day of the event, August 6, 2022.

If you would like to organize a shoe drive, a school supply drive and/or get more involved, please contact Teresa Gray. If you would like to make a donation, checks may be made payable to Epworth United Methodist Church, Inc. and sent to Epworth UMC Inc., C/O Teresa Gray, 1030 Burrage Road, NE, Concord, NC 28025. Please indicate on the check that the donation is for the Back-to-School Shoe Distribution. **We are also asking that all monetary donations be received ASAP and no later than May 31, 2022**

If you have questions about this request or want to get more information about how you or your organization can get more involved, please contact Teresa Gray, Director of Family Ministries, Epworth UMC at 704-786-6183 or [epworthchildren@epworthnc.com](mailto:epworthchildren@epworthnc.com).

We thank you very much for your consideration of this request and hope that you will be able to help us provide for the needs of children in our community as they head Back-to-School in August of 2022.

Teresa Gray, Director of Family Ministries, Epworth UMC, Inc.  
Representative of the Back to School Planning Committee for the  
Shoe Distribution in Cabarrus County on August 6, 2022



1030 BURRAGE RD, NE  
CONCORD, NC 28025  
(704)786-6183  
WWW.EPWORDHNC.ORG

OPENING DOORS TO GOD'S FUTURE

### **Budget Report for the 2022 Back to School Shoe Distribution**

|  |             |
|--|-------------|
| Total Amount for 500 pairs of Shoes and Socks                          | \$8,000.00  |
| *This amount does not include new shoes and socks that may be donated. |             |
| Total Amount for School Supplies                                       | \$6,000.00  |
| Amount to be raised by May 31, 2022                                    | \$14,000.00 |

\*The total amount to be raised does not take into account new shoes and socks that may be donated, nor does it take into account supplies and backpacks that some organizations will donate after holding school supply drives.

\*If you have questions about the budget, please contact Teresa Gray, Director of Family Ministries at Epworth UMC at [epworthchildren@epworthnc.com](mailto:epworthchildren@epworthnc.com). Our goal is to collect as many pairs of new shoes, socks, backpacks, and school supplies as possible, so that we will not need as many financial donations.



**CAPITAL PROJECT ORDINANCE  
Opioid Settlement Fund**

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

SECTION 1. The project authorized is future projects funded by the Opioid Settlement Funds.

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

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

|                |                   | <u>Revenues</u>       |                       |                            |
|----------------|-------------------|-----------------------|-----------------------|----------------------------|
| <u>Account</u> | <u>Title</u>      | <u>Current Budget</u> | <u>Amended Budget</u> | <u>(Decrease) Increase</u> |
| 340-4603500    |                   |                       |                       |                            |
| 340-4603500    | Opioid Settlement | 0                     | 1,464,853             | 1,464,853                  |
| <b>Total</b>   |                   |                       |                       | <b>\$1,464,853</b>         |

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

|                |                 | <u>Expenses/Expenditures</u> |                       |                            |
|----------------|-----------------|------------------------------|-----------------------|----------------------------|
| <u>Account</u> | <u>Title</u>    | <u>Current Budget</u>        | <u>Amended Budget</u> | <u>(Decrease) Increase</u> |
| 3400-5811082   |                 |                              |                       |                            |
| 3400-5811082   | Future Projects | 0                            | 1,464,853             | 1,464,853                  |
| <b>Total</b>   |                 |                              |                       | <b>\$1,464,853</b>         |

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9<sup>th</sup> day of June, 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 Bruton Smith/Weddington Intersection and Old Charlotte Sidewalk.

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:

| <b><u>Revenues</u></b> |              |                       |                       |                            |
|------------------------|--------------|-----------------------|-----------------------|----------------------------|
| <b>Account</b>         | <b>Title</b> | <b>Current Budget</b> | <b>Amended Budget</b> | <b>(Decrease) Increase</b> |
| 423-4338600            |              |                       |                       |                            |
| 423-4338600            | CMAQ Grant   | 2,039,848             | 1,894,176             | (145,672)                  |
|                        |              |                       |                       | <u>(145,672)</u>           |

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

| <b><u>Expenses/Expenditures</u></b> |                         |                       |                       |                            |
|-------------------------------------|-------------------------|-----------------------|-----------------------|----------------------------|
| <b>Account</b>                      | <b>Title</b>            | <b>Current Budget</b> | <b>Amended Budget</b> | <b>(Decrease) Increase</b> |
| 8600-5811501                        |                         |                       |                       |                            |
| 8600-5811501                        | Old Charlotte Sidewalk  | 442,775               | 486,490               | 43,715                     |
| 8600-5811253                        |                         |                       |                       |                            |
| 8600-5811253                        | Future Sidewalk Project | 72,320                | 28,605                | (43,715)                   |
| 8600-5811269                        | B. Smith/Weddington     |                       |                       |                            |
| 8600-5811269                        | Intscn                  | 182,099               | 36,427                | (145,672)                  |
|                                     |                         |                       |                       | <u>(145,672)</u>           |

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of June, 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  
Affordable Housing Fund**

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 project authorized is Affordable Housing.

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**

| <b>Account</b> | <b>Title</b>                | <b>Current<br/>Budget</b> | <b>Amended<br/>Budget</b> | <b>(Decrease)<br/>Increase</b> |
|----------------|-----------------------------|---------------------------|---------------------------|--------------------------------|
| 370-4354000    |                             |                           |                           |                                |
| 370-4354000    | Other Income                | 0                         | 283                       | 283                            |
| 370-4350400    |                             |                           |                           |                                |
| 370-4350400    | Rental Income               | 4,800                     | 16,665                    | 11,865                         |
| 370-4351500    |                             |                           |                           |                                |
| 370-4351500    | Affordable Housing Proceeds | 307,260                   | 330,927                   | 23,667                         |
|                |                             |                           |                           | <u>35,815</u>                  |

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

**Expenses/Expenditures**

| <b>Account</b> | <b>Title</b>                    | <b>Current<br/>Budget</b> | <b>Amended<br/>Budget</b> | <b>(Decrease)<br/>Increase</b> |
|----------------|---------------------------------|---------------------------|---------------------------|--------------------------------|
| 3700-5811082   |                                 |                           |                           |                                |
| 3700-5811082   | Future Projects                 | 789,850                   | 465,724                   | (324,126)                      |
| 3700-5475000   |                                 |                           |                           |                                |
| 3700-5475000   | Affordable Housing Construction | 1,285,184                 | 1,629,925                 | 344,741                        |
| 3700-5570000   |                                 |                           |                           |                                |
| 3700-5570000   | Land – Capital                  | 0                         | 15,200                    | 15,200                         |
|                | <b>Total</b>                    |                           |                           | <u>35,815</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 9th day June, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

\_\_\_\_\_  
Valerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE  
Airport 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 and amended is the Runway Widening.

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> |
| 451-4603400     | Future grants | 0                     | 887,672               | 887,672                    |
| <b>Total</b>    |               |                       |                       | <b>887,672</b>             |

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

| <u>Expenses/Expenditures</u> |                 |                       |                       |                            |
|------------------------------|-----------------|-----------------------|-----------------------|----------------------------|
| <u>Account</u>               | <u>Title</u>    | <u>Current Budget</u> | <u>Amended Budget</u> | <u>(Decrease) Increase</u> |
| 6307-5800453                 | Runway Widening | 0                     | 887,672               | 887,672                    |
| <b>Total</b>                 |                 |                       |                       | <b>887,672</b>             |

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

SECTION 6. Within five (5) days after adopted, copies of this 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 9th day of June, 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 10<sup>th</sup> 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:

|  |                       | <u>Revenues</u> |                |                     |
|--|-----------------------|-----------------|----------------|---------------------|
| Account                                  | Title                 | Current Budget  | Amended Budget | (Decrease) Increase |
| 210-4702500                              | Fraud Recovery Admin  | 0               | 585            | 585                 |
| 210-4702501                              | Fraud Recovery HAP    | 0               | 585            | 585                 |
| 210-4702600                              | Forfeiture Escrow     | 0               | 3,818          | 3,818               |
| 210-4703200                              | Cont Earned HAP Pmts  | 3,942,382       | 4,091,784      | 149,402             |
| 210-4703250                              | Cont Earned Admin Pmt | 334,000         | 345,926        | 11,926              |
| <i>Total Revenue Increase (Decrease)</i> |                       |                 |                | 166,316             |

|                                      |                           | <u>Expenses/Expenditures</u> |                |                     |
|--------------------------------------|---------------------------|------------------------------|----------------|---------------------|
| Account                              | Title                     | Current Budget               | Amended Budget | (Decrease) Increase |
| 1501-5471500                         | Housing Assistance Pmt    | 3,096,226                    | 3,391,827      | 295,601             |
| 1501-5471501                         | HAP Fam Unification Vouch | 130,000                      | 99,374         | (30,626)            |
| 1501-5471502                         | Project Based Vouchers    | 248,324                      | 221,842        | (26,482)            |
| 1501-5471505                         | Vouchers-Vash             | 93,367                       | 32,434         | (60,933)            |
| 1501-5471511                         | HAP Portable (Port Out)   | 195,000                      | 183,756        | (11,244)            |
| <i>Total Exp Increase (Decrease)</i> |                           |                              |                | 166,316             |

Reason: Adjust budget to year end actual projections.

Adopted this 9<sup>th</sup> day of June, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

CAPITAL PROJECT ORDINANCE AMENDMENT

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

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

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

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

| Revenues Account | Title                      | Current Budget | Amended Budget | (Decrease) Increase |
|------------------|----------------------------|----------------|----------------|---------------------|
| 630-4357300      |                            |                |                |                     |
| 630-4357300      | Federal Aid                | 14,072,273     | 18,040,196     | 3,967,923           |
| 630-4337000      |                            |                |                |                     |
| 630-4337000      | Local Shared Revenue       | 4,847,326      | 5,175,988      | 328,662             |
| 630-4501100      |                            |                |                |                     |
| 630-4501100      | Transfer from General Fund | 2,997,181      | 3,634,602      | 637,421             |
|                  |                            |                |                | <b>4,934,006</b>    |

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

| Exp. Account | Title                   | Current Budget | Amended Budget | (Decrease) Increase |
|--------------|-------------------------|----------------|----------------|---------------------|
| 7690-5540000 |                         |                |                |                     |
| 7690-5540000 | Vehicles – Capital      | 1,482,393      | 6,416,399      | 4,934,006           |
| 7650-5251000 |                         |                |                |                     |
| 7650-5251000 | Motor Fuel & Lubricants | 400,000        | 800,000        | 400,000             |
| 7690-5251000 |                         |                |                |                     |
| 7690-5251000 | Motor Fuel & Lubricants | 400,000        | 0              | (400,000)           |
|              |                         |                |                | <b>4,934,006</b>    |

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of June, 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 10<sup>th</sup> 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)<br>Increase |
|--------------|-------------------------|-----------------|----------------|------------------------|
|              |                         | Current Budget  | Amended Budget |                        |
| 680-4401320  | Lease-Tie Downs         | 48,225          | 62,225         | 14,000                 |
| 680-4357200  | Federal Aid             | 1,544,738       | 0              | (1,544,738)            |
| 680-4401330  | Parking                 | 1,035,260       | 1,566,427      | 531,167                |
| 680-4401351  | Rental Car Facility Fee | 39,060          | 107,060        | 68,000                 |
| 680-4401380  | Ramp Fees               | 116,630         | 186,630        | 70,000                 |
| 680-4401385  | Landing Fees            | 172,893         | 212,893        | 40,000                 |
| 680-4351000  | Sale of Fixed Assets    | 0               | 34,769         | 34,769                 |
| 680-4406000  | Retained Earnings Appr  | 343,936         | 0              | (343,936)              |
| 680-4501400  | Transfer from Cap Proj  | 0               | 1,544,738      | 1,544,738              |
| <b>Total</b> |                         |                 |                | <b>414,000</b>         |

| Account      | Title                | <u>Expenses/Expenditures</u> |                | (Decrease)<br>Increase |
|--------------|----------------------|------------------------------|----------------|------------------------|
|              |                      | Current Budget               | Amended Budget |                        |
| 4530-5271000 | Purchases-Fuel/Avgas | 1,277,601                    | 1,391,601      | 114,000                |
| 4530-5272000 | Purchases-Fuel/Jet A | 4,729,091                    | 5,029,091      | 300,000                |
| <b>Total</b> |                      |                              |                | <b>414,000</b>         |

Reason: To adjust to year end projections.

Adopted this 9th day of June, 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 10<sup>th</sup> 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> |                |                     |
|--------------|--------------------------|-----------------|----------------|---------------------|
|              |                          | Current Budget  | Amended Budget | (Decrease) Increase |
| 620-4353100  | Insurance Reimbursements | 0               | 2,684          | 2,684               |
| 620-4341660  | Communication Fees       | 48,000          | 128,000        | 80,000              |
| 620-4401100  | Rates and Charges        | 25,177,680      | 26,398,870     | 1,221,190           |
| 620-4402600  | Cut-on/Admin fees        | 100,000         | 125,000        | 25,000              |
| 620-4351000  | Sale of Fixed Asset      | 0               | 28,902         | 28,902              |
| 620,4354000  | Other Income             | 10,000          | 50,000         | 40,000              |
| <b>Total</b> |                          |                 |                | <b>1,397,776</b>    |

| Account      | Title                 | <u>Expenses/Expenditures</u> |                |                     |
|--------------|-----------------------|------------------------------|----------------|---------------------|
|              |                       | Current Budget               | Amended Budget | (Decrease) Increase |
| 7330-5122000 | Overtime-Hillgrove    | 10,000                       | 25,000         | 15,000              |
| 7330-5331000 | Utilities-Hillgrove   | 696,122                      | 846,122        | 150,000             |
| 7331-5277000 | Purchase-Finish Water | 2,822,695                    | 3,572,695      | 750,000             |
| 7340-5570000 | Land-Capital          | 0                            | 362,776        | 362,776             |
| 7340-5492000 | Bad Debt Expense      | 0                            | 120,000        | 120,000             |
| <b>Total</b> |                       |                              |                | <b>1,397,776</b>    |

Reason: Adjust budget to year end projections

Adopted this 9th day of June, 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 10<sup>th</sup> 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)<br>Increase |
|-------------|---------------------------|-------------------|-------------------|------------------------|
|             |                           | Current<br>Budget | Amended<br>Budget |                        |
| 610-4406000 | Approp. Retained Earnings | 17,753,304        | 26,003,304        | 8,250,000              |
| 610-4351000 | Sale of Fixed Assets      | 0                 | 107,000           | 107,000                |
| 610-4353100 | Insurance Reimbursement   | 0                 | 36,000            | 36,000                 |
| 610-4354000 | Other Income              | 70,000            | 90,000            | 20,000                 |
| 610-4401105 | Renewable Resources       | 500,000           | 520,000           | 20,000                 |
| 610-4402600 | Cut On Fees               | 300,000           | 345,000           | 45,000                 |
| 610-4403000 | Charge Out Reimbursemnt   | 40,000            | 187,000           | 147,000                |
|             | <b>Total</b>              |                   |                   | <b>8,625,000</b>       |

| Account      | Title                   | <u>Expenses/Expenditures</u> |                   | (Decrease)<br>Increase |
|--------------|-------------------------|------------------------------|-------------------|------------------------|
|              |                         | Current<br>Budget            | Amended<br>Budget |                        |
| 7210-5338100 | Production Purchase Pwr | 29,877,966                   | 34,377,966        | 4,500,000              |
| 7210-5338500 | Duke Power-NITSA        | 3,809,590                    | 4,059,590         | 250,000                |
| 7210-5338900 | Peak Prepay Natural Gas | 25,785,485                   | 29,285,485        | 3,500,000              |
| 7240-5492000 | Bad Debt                | 0                            | 375,000           | 375,000                |
|              | <b>Total</b>            |                              |                   | <b>8,625,000</b>       |

Reason: Adjust to year end projections.

Adopted this 9th day of June, 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 10<sup>th</sup> 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)<br>Increase |
|--------------|-------------------|-------------------|-------------------|------------------------|
|              |                   | Current<br>Budget | Amended<br>Budget |                        |
| 600-4401100  | Rates and Charges | 5,151,000         | 5,236,000         | 85,000                 |
| <b>Total</b> |                   |                   |                   | <b>85,000</b>          |

| Account      | Title    | <u>Expenses/Expenditures</u> |                   | (Decrease)<br>Increase |
|--------------|----------|------------------------------|-------------------|------------------------|
|              |          | Current<br>Budget            | Amended<br>Budget |                        |
| 7100-5492000 | Bad Debt | 0                            | 85,000            | 85,000                 |
| <b>Total</b> |          |                              |                   | <b>85,000</b>          |

Reason: Adjust to year end projections.

Adopted this 9th day of June, 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 10<sup>th</sup> 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)<br>Increase |
|-------------|---------------------------|-----------------|----------------|------------------------|
|             |                           | Current Budget  | Amended Budget |                        |
| 100-4323100 | Sales Tax Article 39      | 8,421,258       | 10,121,258     | 1,700,000              |
| 100-4323200 | Sales Tax Article 40      | 3,841,289       | 4,841,289      | 1,000,000              |
| 100-4323300 | Sales Tax Article 42      | 4,208,643       | 5,108,643      | 900,000                |
| 100-4323400 | Sales Tax Article 44      | 3,343,350       | 4,343,350      | 1,000,000              |
| 100-4311100 | Budget Year Property Tax  | 68,104,889      | 69,604,889     | 1,500,000              |
| 100-4315000 | Fire District Tax         | 220,000         | 300,000        | 80,000                 |
| 100-4323700 | County Fire Sales Tax     | 56,000          | 66,000         | 10,000                 |
| 100-4324205 | Gross Recpts-Rental Veh   | 200,000         | 260,000        | 60,000                 |
| 100-4327300 | Emerg Response Reimb      | 5,000           | 28,000         | 23,000                 |
| 100-4334900 | Disposal Tax Proceeds     | 59,000          | 79,000         | 20,000                 |
| 100-4335100 | Powell Bill               | 2,295,162       | 2,951,564      | 656,402                |
| 100-4341660 | Communication Fees        | 17,570          | 30,570         | 13,000                 |
| 100-4341680 | Harrisburg Fire Dispatch  | 0               | 25,000         | 25,000                 |
| 100-4342200 | Recycling Proceeds        | 0               | 150,000        | 150,000                |
| 100-4343351 | Cannon Foundation-Cont    | 4,000           | 9,000          | 5,000                  |
| 100-4344200 | Athletic Leagues          | 111,000         | 176,000        | 65,000                 |
| 100-4350050 | Street Cuts               | 100,000         | 175,000        | 75,000                 |
| 100-4350400 | Rental Income             | 11,800          | 496,800        | 485,000                |
| 100-4352000 | ABC Distribution          | 610,000         | 810,000        | 200,000                |
| 100-4353100 | Insurance Proceeds        | 146,336         | 202,056        | 55,720                 |
| 100-4341100 | Federal - Justice Dept    | 104,107         | 523,925        | 419,818                |
| 100-4354000 | Other Income              | 20,000          | 105,000        | 85,000                 |
| 100-4351000 | Sale of Fixed Assets      | 48,532          | 278,532        | 230,000                |
| 100-4355100 | Contribution-Gen Fund     | 10,000          | 115,000        | 105,000                |
| 100-4370000 | Appropriated Fund Balance | 12,172,909      | 8,251,254      | (3,921,655)            |
| 100-4603000 | Grant Proceeds            | 0               | 1,000          | 1,000                  |
| 100-4603100 | FTA 5310 Enhncd Mobility  | 0               | 51,000         | 51,000                 |
|             | <b>Total</b>              |                 |                | <b>4,993,285</b>       |

| Account      | Title                     | <u>Expenses/Expenditures</u> |                | (Decrease)<br>Increase |
|--------------|---------------------------|------------------------------|----------------|------------------------|
|              |                           | Current Budget               | Amended Budget |                        |
| 4511-5241000 | Powell Bill Resurfacing   | 3,839,594                    | 4,677,680      | 838,086                |
| 4140-5494000 | Tax Collection Charge     | 296,000                      | 321,000        | 25,000                 |
| 4140-5440000 | Tax Maint Contracts       | 125                          | 3,575          | 3,450                  |
| 4310-5540000 | Police Vehicles - Capital | 1,385,952                    | 1,413,046      | 27,094                 |
| 4190-5987000 | Transfer to Project Fund  | 300,842                      | 3,250,609      | 2,949,767              |
| 4190-5982500 | Transfer to Transit Fund  | 0                            | 1,120,262      | 1,120,262              |

|              |                            |           |           |                         |
|--------------|----------------------------|-----------|-----------|-------------------------|
| 4340-5296000 | Supplies - Medical         | 53,800    | 54,800    | 1,000                   |
| 4550-5362000 | Accident Repairs           | 13,965    | 18,965    | 5,000                   |
| 4540-5550000 | Equipment - Capital        | 44,627    | 68,253    | 23,626                  |
| 4510-5121000 | Streets Regular Salaries   | 1,817,815 | 584,711   | (1,233,104)             |
| 4510-5122000 | Streets OT                 | 9,000     | 4,800     | (4,200)                 |
| 4510-5181000 | Streets FICA               | 138,798   | 47,620    | (91,178)                |
| 4510-5182000 | Streets Retirement-Gen     | 205,928   | 63,793    | (142,135)               |
| 4510-5183000 | Streets Group Insurance    | 314,328   | 84,139    | (230,189)               |
| 4510-5187000 | Streets 401K               | 63,496    | 19,880    | (43,616)                |
| 4511-5121000 | Powell Bill Reg Salaries   | 0         | 1,233,104 | 1,233,104               |
| 4511-5122000 | Powell Bill OT             | 6,000     | 10,200    | 4,200                   |
| 4511-5181000 | Powell Bill FICA           | 0         | 91,178    | 91,178                  |
| 4511-5182000 | Powell Bill Retirement-Gen | 0         | 142,135   | 142,135                 |
| 4511-5183000 | Powell Bill Group Insur    | 0         | 230,189   | 230,189                 |
| 4511-5187000 | Powell Bill 401K           | 0         | 43,616    | 43,616                  |
|              | <b>Total</b>               |           |           | <b><u>4,993,285</u></b> |

Reason: To adjust to year end actual projections.

Adopted this 9th day of June, 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 10<sup>th</sup> 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:

| <b>Account</b> | <b>Title</b>             | <b><u>Revenues</u></b>    |                           | <b>(Decrease)<br/>Increase</b> |
|----------------|--------------------------|---------------------------|---------------------------|--------------------------------|
|                |                          | <b>Current<br/>Budget</b> | <b>Amended<br/>Budget</b> |                                |
| 292-4324250    | Vehicle license-addl \$5 | 390,000                   | 440,000                   | 50,000                         |
| <b>Total</b>   |                          |                           |                           | <b>50,000</b>                  |

| <b>Account</b> | <b>Title</b>             | <b><u>Expenses/Expenditures</u></b> |                           | <b>(Decrease)<br/>Increase</b> |
|----------------|--------------------------|-------------------------------------|---------------------------|--------------------------------|
|                |                          | <b>Current<br/>Budget</b>           | <b>Amended<br/>Budget</b> |                                |
| 8200-5982500   | Transfer to Transit Fund | 390,000                             | 440,000                   | 50,000                         |
| <b>Total</b>   |                          |                                     |                           | <b>50,000</b>                  |

Reason: Adjust budget to year end actual projections.

Adopted this 9th day of June, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

ORD.

GRANT PROJECT ORDINANCE  
FY 2022 CAPITAL FUND GRANT  
PROJECT NC19P00850122

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

SECTION 1. The project authorized is the Capital Fund grant, which is a program to assist the Housing Department in carrying out development, capital and management activities in order to ensure that the program continues to service low-income families.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the U.S. Department of Housing and Urban Development.

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

|                 |             |            |
|-----------------|-------------|------------|
| 2022CFP Revenue | 692-4703310 | \$ 469,854 |
|                 | 692-4703310 |            |

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

|                          |              |            |
|--------------------------|--------------|------------|
| General Capital Activity | 9214-5800290 | \$ 419,854 |
|                          | 9214-5800290 |            |
| Operations               | 9214-5800250 | \$50,000   |
|                          | 9214-5800250 |            |
| Total                    |              | \$ 469,854 |

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 9<sup>th</sup> day of June 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William 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 10<sup>th</sup> 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)<br>Increase |
|--------------|--------------|-----------------|----------------|------------------------|
|              |              | Current Budget  | Amended Budget |                        |
| 650-4354000  | Other Income | 18,273          | 28,273         | 10,000                 |
| 650-4401201  | Green Fees   | 895,000         | 995,000        | 100,000                |
| 650-4401202  | Cart Fees    | 375,500         | 475,500        | 100,000                |
| 6504404110   | Pro-Shop     | 143,050         | 193,050        | 50,000                 |
| <b>Total</b> |              |                 |                | <b>260,000</b>         |

| Account      | Title                    | <u>Expenses/Expenditures</u> |                | (Decrease)<br>Increase |
|--------------|--------------------------|------------------------------|----------------|------------------------|
|              |                          | Current Budget               | Amended Budget |                        |
| 7501-5210010 | RRGC Operating Exp       | 846,000                      | 996,000        | 150,000                |
| 7501-5451000 | Insurance-Prop & Gen Lia | 68,475                       | 78,475         | 10,000                 |
| 7501-5194100 | RRGC Contract Srvcs      | 917,954                      | 1,086,341      | 168,387                |
| 7501-5990001 | Approp to Ret Earnings   | 68,387                       | 0              | (68,387)               |
| <b>Total</b> |                          |                              |                | <b>260,000</b>         |

Reason: To adjust budget to current year end estimates.

Adopted this 9th day of June, 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 AMENDMENT  
**Stormwater 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/amended:

SECTION 1. The project authorized and amended is Future 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> |
| 474-4501600    |                          |                       |                       |                            |
| 474-4501600    | Transfer from Stormwater | \$7,848,613           | \$8,619,819           | \$335,206                  |
| Total          |                          |                       |                       | \$335,206                  |

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

|                |                 | <u>Expenses/Expenditures</u> |                       |                            |
|----------------|-----------------|------------------------------|-----------------------|----------------------------|
| <u>Account</u> | <u>Title</u>    | <u>Current Budget</u>        | <u>Amended Budget</u> | <u>(Decrease) Increase</u> |
| 7103-5811082   |                 |                              |                       |                            |
| 7103-5811082   | Future Projects | \$739,148                    | \$1,074,354           | \$335,206                  |
| Total          |                 |                              |                       | \$335,206                  |

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 9th day of June, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

\_\_\_\_\_  
VaLerie Kolcznski, 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 Future 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> |
| 426-4501285     | Transfer Fm Gen Cap Resrv | 6,742,210             | 6,743,993             | <u>1,783</u>               |
|                 |                           |                       |                       | <b>1,783</b>               |

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

| <u>Expenses/Expenditures</u> |                 |                       |                       |                            |
|------------------------------|-----------------|-----------------------|-----------------------|----------------------------|
| <u>Account</u>               | <u>Title</u>    | <u>Current Budget</u> | <u>Amended Budget</u> | <u>(Decrease) Increase</u> |
| 8670-5811082                 |                 |                       |                       |                            |
| 8670-5811082                 | Future Projects | 4,765                 | 6,548                 | <u>1,783</u>               |
|                              |                 |                       |                       | <b>1,783</b>               |

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

SECTION 6. Within five (5) days after adopted, copies of this 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 9th day of June, 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 10<sup>th</sup> 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)<br>Increase |
|--------------|-------------------------|-----------------|----------------|------------------------|
|              |                         | Current Budget  | Amended Budget |                        |
| 640-4406000  | Retained Earnings Appr  | 170,610         | 0              | (170,610)              |
| 640-4401100  | Rates and Charges       | 17,850,000      | 18,025,610     | 175,610                |
| 640-4402150  | Fees-Taps               | 158,000         | 258,000        | 100,000                |
| 640-4501400  | Transfer from Cap Proj  | 0               | 1,000,000      | 1,000,000              |
| 640-4402150  | System Development Fees | 1,000,000       | 0              | (1,000,000)            |
| <b>Total</b> |                         |                 |                | <b>105,000</b>         |

| Account      | Title            | <u>Expenses/Expenditures</u> |                | (Decrease)<br>Increase |
|--------------|------------------|------------------------------|----------------|------------------------|
|              |                  | Current Budget               | Amended Budget |                        |
| 7420-5492000 | Bad Debt Expense | 0                            | 105,000        | 105,000                |
| <b>Total</b> |                  |                              |                | <b>105,000</b>         |

Reason: Adjust budget to year end actual projections.

Adopted this 9th day of June, 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 Equipment-Capital and Airport Signage.

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

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

| <u>Revenues</u> |                   |                       |                       |                            |
|-----------------|-------------------|-----------------------|-----------------------|----------------------------|
| <u>Account</u>  | <u>Title</u>      | <u>Current Budget</u> | <u>Amended Budget</u> | <u>(Decrease) Increase</u> |
| 430-4501100     |                   |                       |                       |                            |
| 430-4501100     | From General Fund | 2,800,522             | 5,750,289             | <u>2,949,767</u>           |
| <b>Total</b>    |                   |                       |                       | <b><u>2,949,767</u></b>    |

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

| <u>Expenses/Expenditures</u> |                   |                       |                       |                            |
|------------------------------|-------------------|-----------------------|-----------------------|----------------------------|
| <u>Account</u>               | <u>Title</u>      | <u>Current Budget</u> | <u>Amended Budget</u> | <u>(Decrease) Increase</u> |
| 8804-5811283                 |                   |                       |                       |                            |
| 8804-5811283                 | Airport signage   | 10,086                | 5,729                 | (4,357)                    |
| 8804-5811082                 |                   |                       |                       |                            |
| 8804-5811082                 | Future projects   | 0                     | 4,357                 | 4,357                      |
| 8800-5550000                 |                   |                       |                       |                            |
| 8800-5550000                 | Equipment-Capital | 2,605,442             | 5,555,209             | <u>2,949,767</u>           |
| <b>Total</b>                 |                   |                       |                       | <b><u>2,949,767</u></b>    |

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of June, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

**CAPITAL PROJECT ORDINANCE AMENDMENT  
Wastewater Projects**

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

SECTION 1. The projects authorized are the projects included for the various Wastewater 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 completion of the projects:

**Revenues**

| <b>Account</b> | <b>Title</b>            | <b>Current<br/>Budget</b> | <b>Amended<br/>Budget</b> | <b>(Decrease)<br/>Increase</b> |
|----------------|-------------------------|---------------------------|---------------------------|--------------------------------|
| 421-4343352    | Developer Contributions | 3,090,125                 | 3,130,336                 | 40,211                         |
| 421-4402150    | System Development Fees | 5,063,000                 | 6,605,197                 | 1,542,197                      |
|                |                         |                           |                           | <b><u>1,582,408</u></b>        |

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

**Expenses/Expenditures**

| <b>Account</b> | <b>Title</b>                  | <b>Current<br/>Budget</b> | <b>Amended<br/>Budget</b> | <b>(Decrease)<br/>Increase</b> |
|----------------|-------------------------------|---------------------------|---------------------------|--------------------------------|
| 8402-5801088   | Quailhaven                    | 15,337                    | 42,045                    | 26,708                         |
| 8402-5801175   | Sewerlines & Rehab Manhole    | 1,000,000                 | 799,685                   | (200,315)                      |
| 8402-5801177   | Coldwater Creek to 49 Outfall | 0                         | 21,000                    | 21,000                         |
| 8402-5811082   | Future Projects               | 1,820,953                 | 2,555,968                 | 735,015                        |
| 8402-5985000   | Transfer to Sewer Fund        | 0                         | 1,000,000                 | 1,000,000                      |
| <b>Total</b>   |                               |                           |                           | <b><u>1,582,408</u></b>        |

SECTION 5. Accounting records are to be maintained by the Finance Department of the City of Concord in such manner as (1) to provide all information required by the 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 9th day June, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

\_\_\_\_\_  
Valerie Kolczynski, City Attorney

**CITY OF CONCORD HOUSING DEPARTMENT LOW-RENT PUBLIC HOUSING  
PROGRAM COLLECTION LOSSES TRANSFER RESOLUTION**

WHEREAS, the Housing Director has submitted a list of Resident's accounts who has moved out of their dwelling units leaving a balance due; and

WHEREAS, the Housing Director reports that attempts to collect the amounts have been unsuccessful as of this date; and

WHEREAS, the City Council has determined that the transfer of the delinquent accounts can be transferred to collection losses due to unsuccessful attempts to make collections;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Concord does hereby approve the transfer of delinquent accounts for the Low-Rent Public Housing Program to collections losses:

| Tenant#     | Net Balance |
|-------------|-------------|
| 00022008-3  | \$73.39     |
| 00022021-9  | \$186.69    |
| 00022024-7  | \$1,058.96  |
| 00022026-7  | \$14,040.15 |
| 00022034-10 | \$5,094.41  |
| 00022035-10 | \$723.22    |
| 00022041-7  | \$6,839.94  |
| 00022046-4  | \$1,904.47  |
| 00033038-12 | \$2,733.19  |
| 00033045-7  | \$212.52    |
| 00033045-8  | \$17.00     |
| 00033055-14 | \$1,678.70  |
| 00033058-9  | \$805.84    |
| 00033059-10 | \$660.81    |
| 00011001-7  | \$531.67    |
| 00011027-10 | \$58.13     |
| 00011039-6  | \$290.07    |

**Total            \$36,909.16**

Adopted this 9th day of June, 2022.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William Dusch, Mayor

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

ATTEST: \_\_\_\_\_  
VaLerie Kolczynski, City Attorney

| Tenant #  | Net Balance |
|-----------|-------------|
| 030102507 | \$20,733.53 |

FY22 Write Offs

| Date Invoiced | Invoice #  | Acct#   | Name                               | Invoiced Amt    | Revenue         | Sales Tax    | GL Acct #   | GL Acct #   |
|---------------|------------|---------|------------------------------------|-----------------|-----------------|--------------|-------------|-------------|
| 11/25/2019    | ELMB001932 | 2012829 | Michael & Sons                     | 116.63          | 109.00          | 7.63         | 610 4402950 | 610 2216001 |
| 5/14/2021     | GEN0008266 | 2012951 | Tuna Investments LLC               | 175.00          | 175.00          |              | 100 4341650 |             |
| 5/25/2021     | GEN0008270 | 2012958 | Jaime M Allison                    | 400.00          | 400.00          |              | 100 4341650 |             |
| 5/28/2021     | ELMB002153 | 2012962 | Carlos Breaker                     | 116.63          | 109.00          | 7.63         | 610 4402950 | 610 2216001 |
| 6/4/2021      | ELMB002157 | 2012964 | Grant Winchester                   | 116.63          | 109.00          | 7.63         | 610 4402950 | 610 2216001 |
| 6/17/2021     | ELMB002159 | 2012965 | David Gullede                      | 209.72          | 196.00          | 13.72        | 610 4402950 | 610 2216001 |
| 6/28/2021     | ELMB002166 | 2012971 | Misson Field Property Mgmt         | 116.63          | 109.00          | 7.63         | 610 4402950 | 610 2216001 |
| 6/28/2021     | GEN0008274 | 2012972 | Robert Harrison Jr Ashphant Paving | 1,100.20        | 1,100.20        |              | 100 4327300 |             |
| 7/16/2021     | ELMB002185 | 2012986 | Roberto Perez                      | 116.63          | 109.00          | 7.63         | 610 4402950 | 610 2216001 |
| 5/14/2021     | GEN0008265 | 2012949 | Michael Daniel Thaller             | 175.00          | 175.00          |              | 100 4341650 |             |
| 8/9/2021      | ELMB002194 | 2012991 | Steve Neal                         | 116.63          | 109.00          | 7.63         | 610 4402950 | 610 2216001 |
| 8/9/2021      | GEN0008278 | 2012992 | Ashlei Nicole Baker                | 460.58          | 460.58          |              | 100 4327300 |             |
| 8/9/2021      | ELMB002196 | 2012993 | Francisco Avilers                  | 116.63          | 109.00          | 7.63         | 610 4402950 | 610 2216001 |
| 8/16/2021     | ELMB002202 | 2012999 | Ezequiel Espinal                   | 116.63          | 109.00          | 7.63         | 610 4402950 | 610 2216001 |
| 9/17/2021     | ELMB002218 | 2012533 | Pearson Electric Service LLC       | 116.63          | 109.00          | 7.63         | 610 4402950 | 610 2216001 |
| 10/4/2021     | ELMB002220 | 2011577 | RE Simmons Electric                | 116.63          | 109.00          | 7.63         | 610 4402950 | 610 2216001 |
|               |            |         |                                    | <b>3,686.80</b> | <b>3,596.78</b> | <b>90.02</b> |             |             |

|                    |                 |
|--------------------|-----------------|
| <b>100-4327300</b> | <b>1,560.78</b> |
| <b>100-4341650</b> | <b>750.00</b>   |
| <b>610-4402950</b> | <b>1,286.00</b> |
| <b>610-2216001</b> | <b>90.02</b>    |
|                    | <b>3,686.80</b> |

# Compensation Plan Grade Assignment Charts

7/1/2022



**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2022**

| Job Title                                    | Job Code    | Grade      | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |  |
|--|-------------|------------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|--|
|  |             |            | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |  |
| <b>Non-Exempt</b>                            |             |            |                        |                  |                  |                         |                 |                 |                      |              |              |  |
| Custodian                                    | D401        | 202        | 34,093.08              | 45,002.87        | 56,253.58        | 1,311.27                | 1,730.88        | 2,163.60        | 16.39                | 21.64        | 27.04        |  |
| Recreation Leader Part Time                  | O406        | 202        | 34,093.08              | 45,002.87        | 56,253.58        | 1,311.27                | 1,730.88        | 2,163.60        | 16.39                | 21.64        | 27.04        |  |
| Cemetery Maintenance Worker                  | D209        | 203        | 35,115.87              | 46,352.96        | 57,941.19        | 1,350.61                | 1,782.81        | 2,228.51        | 16.88                | 22.29        | 27.86        |  |
| Grounds Maintenance Worker                   | D212        | 203        | 35,115.87              | 46,352.96        | 57,941.19        | 1,350.61                | 1,782.81        | 2,228.51        | 16.88                | 22.29        | 27.86        |  |
| Logistics Specialist                         | C408        | 203        | 35,115.87              | 46,352.96        | 57,941.19        | 1,350.61                | 1,782.81        | 2,228.51        | 16.88                | 22.29        | 27.86        |  |
| Parking Enforcement Technician               | P207        | 203        | 35,115.87              | 46,352.96        | 57,941.19        | 1,350.61                | 1,782.81        | 2,228.51        | 16.88                | 22.29        | 27.86        |  |
| Automotive Parts Clerk                       | K206        | 204        | 36,169.35              | 47,743.55        | 59,679.43        | 1,391.13                | 1,836.29        | 2,295.36        | 17.39                | 22.95        | 28.69        |  |
| Customer Service Representative              | Z407        | 204        | 36,169.35              | 47,743.55        | 59,679.43        | 1,391.13                | 1,836.29        | 2,295.36        | 17.39                | 22.95        | 28.69        |  |
| Resident Service Coordinator                 | L408        | 204        | 36,169.35              | 47,743.55        | 59,679.43        | 1,391.13                | 1,836.29        | 2,295.36        | 17.39                | 22.95        | 28.69        |  |
| Solid Waste Worker                           | Q205        | 204        | 36,169.35              | 47,743.55        | 59,679.43        | 1,391.13                | 1,836.29        | 2,295.36        | 17.39                | 22.95        | 28.69        |  |
| Streets Maintenance Worker                   | R304        | 204        | 36,169.35              | 47,743.55        | 59,679.43        | 1,391.13                | 1,836.29        | 2,295.36        | 17.39                | 22.95        | 28.69        |  |
| Utility Service Worker                       | U304        | 204        | 36,169.35              | 47,743.55        | 59,679.43        | 1,391.13                | 1,836.29        | 2,295.36        | 17.39                | 22.95        | 28.69        |  |
| Administrative Assistant                     | V402        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Aviation Service Worker                      | B302        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Customer Service Specialist                  | Z404        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Equipment Operator                           | X301        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Family Self Sufficiency Specialist           | L405        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Logistics Specialist & Safety Representative | C418        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Programmer                                   | O203        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Housing Specialist                           | L404        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Solid Waste Compliance Inspector             | Q207        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| <i>Survey Technician I*</i>                  | <i>J410</i> | <i>205</i> | <i>37,254.43</i>       | <i>49,175.86</i> | <i>61,469.81</i> | <i>1,432.86</i>         | <i>1,891.38</i> | <i>2,364.22</i> | <i>17.91</i>         | <i>23.64</i> | <i>29.55</i> |  |

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**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2022**

| Job Title                                | Job Code    | Grade      | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |
|--|-------------|------------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|
|  |             |            | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |
| <b>Non-Exempt</b>                        |             |            |                        |                  |                  |                         |                 |                 |                      |              |              |
| Accounting Technician I                  | Y405        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |
| Airport Maintenance Mechanic             | B304        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |
| Building Maintenance Mechanic I          | D206        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |
| Communications Technician                | H203        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |
| <i>Deputy Tax Collector*</i>             | <i>C406</i> | <i>206</i> | <i>38,372.06</i>       | <i>50,651.14</i> | <i>63,313.90</i> | <i>1,475.85</i>         | <i>1,948.12</i> | <i>2,435.15</i> | <i>18.45</i>         | <i>24.35</i> | <i>30.44</i> |
| Development Service Technician           | E405        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |
| Fitness Instructor/Event Assistant       | O202        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |
| Meter Technician                         | Z203        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |
| Senior Administrative Assistant          | V404        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |
| Sign Technician I                        | R206        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |
| Telecommunicator                         | Z402        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |
| Utility Billing Specialist               | C409        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |
| Accounting Technician II                 | Y403        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |
| Accounts Payable Technician              | Y407        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |
| <i>Aviation Service Worker Lead*</i>     | <i>B303</i> | <i>207</i> | <i>39,748.11</i>       | <i>52,666.28</i> | <i>65,584.42</i> | <i>1,528.77</i>         | <i>2,025.63</i> | <i>2,522.48</i> | <i>19.11</i>         | <i>25.32</i> | <i>31.53</i> |
| <i>Business License Officer*</i>         | <i>C411</i> | <i>207</i> | <i>39,748.11</i>       | <i>52,666.28</i> | <i>65,584.42</i> | <i>1,528.77</i>         | <i>2,025.63</i> | <i>2,522.48</i> | <i>19.11</i>         | <i>25.32</i> | <i>31.53</i> |
| <i>Clearwater Artstudio Supervisor*</i>  | <i>E413</i> | <i>207</i> | <i>39,748.11</i>       | <i>52,666.28</i> | <i>65,584.42</i> | <i>1,528.77</i>         | <i>2,025.63</i> | <i>2,522.48</i> | <i>19.11</i>         | <i>25.32</i> | <i>31.53</i> |
| Code Enforcement Officer                 | P212        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |
| Community Development Technician         | E416        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |
| Customer Service Specialist II           | Z408        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |
| Electric Tree Trimmer I                  | I317        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |
| Facility Specialist - Parks & Recreation | O411        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |
| Fleet Mechanic                           | K210        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |
| GIS Technician                           | T407        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |
| Parks & Recreation Specialist            | O405        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |
| <i>Payroll Technician*</i>               | <i>Y408</i> | <i>207</i> | <i>39,748.11</i>       | <i>52,666.28</i> | <i>65,584.42</i> | <i>1,528.77</i>         | <i>2,025.63</i> | <i>2,522.48</i> | <i>19.11</i>         | <i>25.32</i> | <i>31.53</i> |
| Purchasing Technician                    | C202        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |
| Senior Customer Service Representative   | Z406        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |
| Senior Equipment Operator                | X303        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |
| Senior Telecommunicator                  | H207        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |
| Survey Technician II                     | J409        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |
| Utility Locator                          | U205        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |
| Utility Systems Technician               | G207        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |

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**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2022**

| Job Title                               | Job Code    | Grade      | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |  |
|---|-------------|------------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|--|
|   |             |            | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |  |
| <b>Non-Exempt</b>                       |             |            |                        |                  |                  |                         |                 |                 |                      |              |              |  |
| Airport Electrician                     | B204        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Automotive Parts Supervisor             | K203        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Aviation Supervisor                     | B201        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| <i>Benefits Specialist*</i>             | <i>M405</i> | <i>208</i> | <i>43,325.46</i>       | <i>57,406.22</i> | <i>71,487.02</i> | <i>1,666.36</i>         | <i>2,207.93</i> | <i>2,749.50</i> | <i>20.83</i>         | <i>27.60</i> | <i>34.37</i> |  |
| Building Maintenance Mechanic II        | D205        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| CAD Technician                          | T409        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Cemetery Crew Supervisor                | D208        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Construction Inspector                  | J203        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Downtown Development Specialist         | E422        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Electric Line Technician I              | I309        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Electric Systems Technician I           | I305        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Electric Tree Trimmer II                | I318        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Executive Assistant                     | V401        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Grounds Crew Supervisor                 | D211        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| <i>HR Wellness Coordinator*</i>         | <i>M208</i> | <i>208</i> | <i>43,325.46</i>       | <i>57,406.22</i> | <i>71,487.02</i> | <i>1,666.36</i>         | <i>2,207.93</i> | <i>2,749.50</i> | <i>20.83</i>         | <i>27.60</i> | <i>34.37</i> |  |
| Parks & Recreation Assistant Supervisor | O409        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Senior Customer Service Specialist      | Z403        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Sign Technician II                      | R306        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| System Protection Inspector             | G209        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Technical Equipment Operator            | X302        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Water/Wastewater Systems Technician     | G204        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Water Treatment Plant Operator          | G205        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |

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**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2022**

| Job Title                                    | Job Code    | Grade      | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |
|--|-------------|------------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|
|  |             |            | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |
| <b>Non-Exempt</b>                            |             |            |                        |                  |                  |                         |                 |                 |                      |              |              |
| Accountant                                   | Y404        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Building Construction Specialist             | J205        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Custodian Supervisor                         | D402        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Electric Tree Trimming Crew Leader           | I316        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Engineering Construction Supervisor          | J415        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Environmental Education Specialist           | S202        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Grants Specialist                            | Y410        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Master Mechanic                              | K209        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Parks & Recreation Supervisor                | O404        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Planner                                      | E417        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Police Crime Analyst                         | P214        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Police Video Technician                      | P215        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Senior Code Enforcement Officer              | P213        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Senior Communications Technician             | H204        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Senior Engineering Technician                | J413        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Senior Executive Assistant                   | V403        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Senior Meter Technician                      | Z202        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Senior Payroll Technician                    | Y411        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Signal Technician                            | R305        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Urban Planner                                | E420        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Water Safety Coordinator                     | G406        | 209        | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| <i>Wastewater System Compliance Officer*</i> | <i>U209</i> | <i>209</i> | <i>47,224.76</i>       | <i>62,572.80</i> | <i>77,920.85</i> | <i>1,816.34</i>         | <i>2,406.65</i> | <i>2,996.96</i> | <i>22.70</i>         | <i>30.08</i> | <i>37.46</i> |

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|---|-------------|------------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|--|
|   |             |            | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |  |
| <b>Non-Exempt</b>                               |             |            |                        |                  |                  |                         |                 |                 |                      |              |              |  |
| 911 Shift Supervisor                            | H206        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| AMI Monitoring Lead                             | C417        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Assistant Surveyor Supervisor                   | J216        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Aviation Coordinator                            | B404        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| <i>Budget Analyst*</i>                          | <i>C404</i> | <i>210</i> | <i>51,474.97</i>       | <i>68,204.34</i> | <i>84,933.73</i> | <i>1,979.81</i>         | <i>2,623.24</i> | <i>3,266.68</i> | <i>24.75</i>         | <i>32.79</i> | <i>40.83</i> |  |
| Code Enforcement Supervisor                     | P218        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Communications Specialist                       | A411        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Customer Service Supervisor                     | Z405        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Electric Line Technician II                     | I310        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Electric Systems Analyst                        | I406        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Electric Systems Technician II                  | I304        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Electrical Engineering Technician               | I303        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Fleet Service Manager                           | K211        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Fleet Services Supervisor                       | K207        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| HR Technician                                   | M408        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Legal Assistant                                 | N404        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Paralegal                                       | N403        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Safety, Health and Risk Coordinator             | M204        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Senior Accountant                               | Y409        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Solid Waste Crew Supervisor                     | Q204        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Streets Crew Supervisor                         | R302        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Traffic Management Center Operator              | R308        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Warehouse Supervisor                            | C407        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| <i>Water Backflow Prevention Administrator*</i> | <i>U208</i> | <i>210</i> | <i>51,474.97</i>       | <i>68,204.34</i> | <i>84,933.73</i> | <i>1,979.81</i>         | <i>2,623.24</i> | <i>3,266.68</i> | <i>24.75</i>         | <i>32.79</i> | <i>40.83</i> |  |
| Water Crew Supervisor                           | G301        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Water Meter Service Supervisor                  | Z204        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Electric Line Technician III                    | I313        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| Electric Safety Coordinator                     | I203        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| Electric Utility Locator Supervisor             | I319        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| Fleet Services Training Coordinator             | K305        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| GIS Analyst                                     | T402        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| Senior Police Crime Analyst                     | P216        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| Traffic Signal Supervisor                       | R307        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| Water Systems Supervisor                        | G202        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| Water/Wastewater Systems Supervisor             | G203        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| Building Maintenance Supervisor                 | D204        | 212        | 61,157.42              | 81,033.59        | 100,909.75       | 2,352.21                | 3,116.68        | 3,881.14        | 29.40                | 38.96        | 48.51        |  |
| Electric Construction Supervisor                | I314        | 212        | 61,157.42              | 81,033.59        | 100,909.75       | 2,352.21                | 3,116.68        | 3,881.14        | 29.40                | 38.96        | 48.51        |  |
| Electric Tree Trimming Supervisor               | I315        | 212        | 61,157.42              | 81,033.59        | 100,909.75       | 2,352.21                | 3,116.68        | 3,881.14        | 29.40                | 38.96        | 48.51        |  |
| Housing Inspector/Maintenance Supervisor        | L202        | 212        | 61,157.42              | 81,033.59        | 100,909.75       | 2,352.21                | 3,116.68        | 3,881.14        | 29.40                | 38.96        | 48.51        |  |
| Right Of Way Agent                              | J204        | 212        | 61,157.42              | 81,033.59        | 100,909.75       | 2,352.21                | 3,116.68        | 3,881.14        | 29.40                | 38.96        | 48.51        |  |

\*Italicized titles are previously approved titles, but currently inactive.

**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2022**

| Job Title                                     | Job Code    | Grade      | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |
|---|-------------|------------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|
|   |             |            | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |
| <b>Exempt</b>                                 |             |            |                        |                  |                  |                         |                 |                 |                      |              |              |
| <i>Accounting Supervisor*</i>                 | Y401        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Assistant Streets Superintendent              | R308        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Aviation Project Manager                      | B407        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Cemetery Maintenance Manager                  | D207        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| City Clerk                                    | A404        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Clearwater Artist Studio Coordinator          | E418        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Community Outreach Coordinator                | A408        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Construction Coordinator                      | E406        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Custodial Services Manager                    | D403        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Electric Systems Administration Manager       | I408        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Engineer Coordinator                          | J404        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Fire Administration Manager                   | F402        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| GIS Coordinator                               | T403        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Grounds Maintenance Manager                   | D210        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Human Resources Analyst                       | M403        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| <i>Human Resources Supervisor*</i>            | <i>M205</i> | <i>109</i> | <i>55,511.12</i>       | <i>73,552.22</i> | <i>91,593.36</i> | <i>2,135.04</i>         | <i>2,828.93</i> | <i>3,522.82</i> | <i>26.69</i>         | <i>35.36</i> | <i>44.04</i> |
| Parks & Recreation Coordinator                | O403        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Police Administration Manager                 | P219        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Solid Waste Administration Manager            | Q206        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Solid Waste Superintendent                    | Q203        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Staff Engineer                                | J405        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Transit ADA Coordinator                       | A202        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| <i>Transit Grants Compliance Coordinator*</i> | <i>A409</i> | <i>109</i> | <i>55,511.12</i>       | <i>73,552.22</i> | <i>91,593.36</i> | <i>2,135.04</i>         | <i>2,828.93</i> | <i>3,522.82</i> | <i>26.69</i>         | <i>35.36</i> | <i>44.04</i> |
| Transit Planner and Technology Coordinator    | A406        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Transportation Coordinator                    | R201        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Urban Forester                                | D213        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Utility Billing Manager                       | C410        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Water Resources Project Manager               | G210        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Code Enforcement Manager                      | P211        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Diversity, Equity & Inclusion Coordinator     | A412        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Federal Program Coordinator                   | E205        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| GIS Administrator                             | T410        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| GIS Supervisor                                | T406        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Laboratory Coordinator                        | G201        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Senior Budget Analyst                         | C419        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Senior GIS Coordinator                        | T411        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Senior Planner                                | E202        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Streets Superintendent                        | R301        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| System Protection Superintendent              | G208        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Treatment Plant Supervisor                    | G206        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Water Resources Superintendent                | G405        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |

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**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2022**

| Job Title  | Job Code | Grade | Pay Structure - Annual |           |            | Pay Structure-Bi-Weekly |          |          | Pay Structure-Hourly |       |       |
|--|----------|-------|------------------------|-----------|------------|-------------------------|----------|----------|----------------------|-------|-------|
|  |          |       | Min                    | Mid       | Max        | Min                     | Mid      | Max      | Min                  | Mid   | Max   |
| <b>Exempt</b>  |          |       |                        |           |            |                         |          |          |                      |       |       |
| <i>Assistant Emergency Management Coordinator*</i>     | F212     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| Building Systems & Services Manager                    | D203     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| Communications Shop Operations Manager                 | H208     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| Electric Systems Coordinator I                         | I308     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| Engineering Construction Manager                       | J406     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| Facility Manager                                       | O410     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| <i>Grants Program Administrator*</i>                   | C415     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| Housing Manager  | L402     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| HR Benefits Manager                                    | M407     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| Purchasing Manager                                     | C201     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| Surveyor/Real Estate Manager                           | J414     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| Accounting Operations Manager                          | C412     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Assistant City Attorney                                | N402     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| <i>Aviation Administrative and Properties Manager*</i> | B405     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Aviation Operations Manager                            | B202     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Communications Center Manager                          | H209     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Community Development Manager                          | E415     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Customer Service Manager                               | Z401     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Design Manager   | E419     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Development Review Manager                             | E411     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Downtown Development Manager                           | E421     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Economic Development Manager                           | E204     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Electric Systems Coordinator II                        | I307     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Electric Systems Special Project Manager               | I405     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Network Manager  | H401     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Planning and Development Manager                       | E410     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Project Engineer                                       | J201     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Public Affairs and Projects Manager                    | A403     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Revenue Manager  | C416     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| <i>Tax Collector/Collections Manager*</i>              | C414     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| <i>Traffic Engineer*</i>                               | R205     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Water Operations Manager                               | G404     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |

*\*Italicized titles are previously approved titles, but currently inactive.*



**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2022**

| Job Title   | Job Code | Grade | Pay Structure - Annual |            |            | Pay Structure-Bi-Weekly |          |          | Pay Structure-Hourly |       |       |
|---|----------|-------|------------------------|------------|------------|-------------------------|----------|----------|----------------------|-------|-------|
|   |          |       | Min                    | Mid        | Max        | Min                     | Mid      | Max      | Min                  | Mid   | Max   |
| <b>Exempt</b>                                       |          |       |                        |            |            |                         |          |          |                      |       |       |
| <i>Assistant Human Resources Director*</i>          | M402     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Aviation Assistant Director                         | B402     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Budget & Performance Manager                        | C403     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Electrical Engineer                                 | I403     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Electric Systems Operations Manager                 | I407     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Emergency Management Coordinator                    | F202     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Engineering Manager                                 | J412     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Safety, Health and Risk Manager                     | M201     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Transit Manager                                     | A301     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Deputy Building & Grounds Director                  | D214     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy City Attorney                                | N405     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy City Engineer                                | J402     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy Director Planning & Neighborhood Development | E414     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy Electric Systems Director                    | I404     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy Finance Director                             | C402     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy Human Resources Director                     | M406     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy Parks & Recreation Director                  | O402     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy Solid Waste & Recycling Director             | Q406     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy Transportation Director                      | R402     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy Water Resource Director                      | G403     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |

\*Italicized titles are previously approved titles, but currently inactive.

**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2022**

| Job Title                                      | Job Code    | Grade    | Pay Structure - Annual |                   |                   | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |               |
|--|-------------|----------|------------------------|-------------------|-------------------|-------------------------|-----------------|-----------------|----------------------|--------------|---------------|
|  |             |          | Min                    | Mid               | Max               | Min                     | Mid             | Max             | Min                  | Mid          | Max           |
| <b>Executive</b>                               |             |          |                        |                   |                   |                         |                 |                 |                      |              |               |
| Buildings & Grounds Director                   | D201        | I        | 89,161.92              | 118,139.54        | 147,117.16        | 3,429.30                | 4,543.83        | 5,658.35        | 42.87                | 56.80        | 70.73         |
| Communications Director                        | H201        | I        | 89,161.92              | 118,139.54        | 147,117.16        | 3,429.30                | 4,543.83        | 5,658.35        | 42.87                | 56.80        | 70.73         |
| Fleet Services Director                        | K204        | I        | 89,161.92              | 118,139.54        | 147,117.16        | 3,429.30                | 4,543.83        | 5,658.35        | 42.87                | 56.80        | 70.73         |
| Housing Director                               | L401        | I        | 89,161.92              | 118,139.54        | 147,117.16        | 3,429.30                | 4,543.83        | 5,658.35        | 42.87                | 56.80        | 70.73         |
| Solid Waste Director                           | Q405        | I        | 89,161.92              | 118,139.54        | 147,117.16        | 3,429.30                | 4,543.83        | 5,658.35        | 42.87                | 56.80        | 70.73         |
| Transit Director                               | A410        | I        | 89,161.92              | 118,139.54        | 147,117.16        | 3,429.30                | 4,543.83        | 5,658.35        | 42.87                | 56.80        | 70.73         |
| Aviation Director                              | B401        | II       | 95,228.59              | 126,177.88        | 157,127.19        | 3,662.64                | 4,853.00        | 6,043.35        | 45.78                | 60.66        | 75.54         |
| Human Resources Director                       | M401        | II       | 95,228.59              | 126,177.88        | 157,127.19        | 3,662.64                | 4,853.00        | 6,043.35        | 45.78                | 60.66        | 75.54         |
| Parks & Recreation Director                    | O401        | II       | 95,228.59              | 126,177.88        | 157,127.19        | 3,662.64                | 4,853.00        | 6,043.35        | 45.78                | 60.66        | 75.54         |
| Planning and Neighborhood Development Director | E412        | II       | 95,228.59              | 126,177.88        | 157,127.19        | 3,662.64                | 4,853.00        | 6,043.35        | 45.78                | 60.66        | 75.54         |
| Electric Systems Director                      | I401        | III      | 106,656.04             | 141,319.24        | 175,982.45        | 4,102.16                | 5,435.36        | 6,768.56        | 51.28                | 67.94        | 84.61         |
| Engineering Director                           | J401        | III      | 106,656.04             | 141,319.24        | 175,982.45        | 4,102.16                | 5,435.36        | 6,768.56        | 51.28                | 67.94        | 84.61         |
| Finance Director                               | C401        | III      | 106,656.04             | 141,319.24        | 175,982.45        | 4,102.16                | 5,435.36        | 6,768.56        | 51.28                | 67.94        | 84.61         |
| Fire Chief                                     | F201        | III      | 106,656.04             | 141,319.24        | 175,982.45        | 4,102.16                | 5,435.36        | 6,768.56        | 51.28                | 67.94        | 84.61         |
| Police Chief                                   | P201        | III      | 106,656.04             | 141,319.24        | 175,982.45        | 4,102.16                | 5,435.36        | 6,768.56        | 51.28                | 67.94        | 84.61         |
| Transportation Director                        | R401        | III      | 106,656.04             | 141,319.24        | 175,982.45        | 4,102.16                | 5,435.36        | 6,768.56        | 51.28                | 67.94        | 84.61         |
| Water Resources Director                       | G401        | III      | 106,656.04             | 141,319.24        | 175,982.45        | 4,102.16                | 5,435.36        | 6,768.56        | 51.28                | 67.94        | 84.61         |
| Assistant City Manager                         | A401        | IV       | 119,454.75             | 158,277.56        | 197,100.34        | 4,594.41                | 6,087.60        | 7,580.78        | 57.43                | 76.09        | 94.76         |
| <i>Deputy City Manager*</i>                    | <i>A402</i> | <i>V</i> | <i>127,816.59</i>      | <i>169,356.98</i> | <i>210,897.38</i> | <i>4,916.02</i>         | <i>6,513.73</i> | <i>8,111.44</i> | <i>61.45</i>         | <i>81.42</i> | <i>101.39</i> |

\**Italicized titles are previously approved titles, but currently inactive.*

| City of Concord, NC<br>COMPENSATION PLAN GRADE ASSIGNMENTS - 7/1/2022 |             |           |                        |                  |                  |                         |                 |                 |                      |              |              |
|---|-------------|-----------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|
| Job Title   | Job Code    | Grade     | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |
|   |             |           | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |
| <b>Fire</b>   |             |           |                        |                  |                  |                         |                 |                 |                      |              |              |
| Firefighter (2920.96 hours per year)                                  | F304        | F1        | 38,670.11              | 50,271.15        | 61,872.18        | 1,487.31                | 1,933.51        | 2,379.70        | 13.24                | 17.21        | 21.18        |
| Fire Engineer (2920.96 hours per year)                                | F305        | F2        | 44,614.63              | 56,883.65        | 69,304.27        | 1,715.95                | 2,187.83        | 2,665.55        | 15.27                | 19.47        | 23.73        |
| Logistics Officer I (2080 hours per year)                             | F213        | F2        | 44,614.63              | 56,883.65        | 69,304.27        | 1,715.95                | 2,187.83        | 2,665.55        | 21.45                | 27.35        | 33.32        |
| <i>Senior Firefighter (2920.96 hours per year)**</i>                  | <i>F303</i> | <i>F3</i> | <i>44,614.63</i>       | <i>56,883.65</i> | <i>69,304.27</i> | <i>1,715.95</i>         | <i>2,187.83</i> | <i>2,665.55</i> | <i>15.27</i>         | <i>19.47</i> | <i>23.73</i> |
| Logistics Officer II (2080 hours per year)                            | F208        | F4        | 48,098.90              | 61,941.91        | 75,784.93        | 1,849.96                | 2,382.38        | 2,914.81        | 23.12                | 29.78        | 36.44        |
| Fire Lieutenant (2920.96 hours per year)                              | F306        | F4        | 48,098.90              | 61,941.91        | 75,784.93        | 1,849.96                | 2,382.38        | 2,914.81        | 16.47                | 21.21        | 25.95        |
| Assistant Fire Marshal (2080 hours per year)                          | F206        | F5        | 53,000.92              | 68,846.19        | 84,691.45        | 2,038.50                | 2,647.93        | 3,257.36        | 25.48                | 33.10        | 40.72        |
| Deputy Fire Marshal (2080 hours per year)                             | F210        | F6        | 59,392.62              | 78,806.51        | 98,220.39        | 2,284.33                | 3,031.20        | 3,777.71        | 28.55                | 37.89        | 47.22        |
| Fire Captain (2080 hours per year)                                    | F211        | F6        | 59,392.62              | 78,806.51        | 98,220.39        | 2,284.33                | 3,031.20        | 3,777.71        | 28.55                | 37.89        | 47.22        |
| Fire Captain (2920.96 hours per year)                                 | F207        | F6        | 59,392.62              | 78,806.51        | 98,220.39        | 2,284.33                | 3,031.20        | 3,777.71        | 20.33                | 26.98        | 33.63        |
| Battalion Chief   | F301        | F7        | 68,765.47              | 89,395.11        | 113,463.02       | 2,644.83                | 3,438.27        | 4,363.96        | 33.06                | 42.98        | 54.55        |
| Division Chief  | F209        | F8        | 76,260.90              | 100,664.39       | 125,830.49       | 2,933.11                | 3,871.71        | 4,839.63        | 36.66                | 48.40        | 60.50        |
| Deputy Fire Chief   | F204        | F9        | 80,073.95              | 105,697.61       | 132,122.02       | 3,079.77                | 4,065.29        | 5,081.62        | 38.50                | 50.82        | 63.52        |
| <b>Police</b>   |             |           |                        |                  |                  |                         |                 |                 |                      |              |              |
| Police Officer (2229.84 hours per year)                               | P206        | P1        | 42,609.48              | 57,096.22        | 71,582.96        | 1,638.83                | 2,196.01        | 2,753.19        | 19.11                | 25.61        | 32.10        |
| Master Police Officer (2229.84 hours per year)                        | P208        | P2        | 48,569.92              | 62,011.03        | 75,452.14        | 1,868.07                | 2,385.04        | 2,902.01        | 21.78                | 27.81        | 33.84        |
| Police Sergeant (2229.84 hours per year)                              | P205        | P3        | 57,276.82              | 77,748.61        | 98,220.39        | 2,202.95                | 2,990.33        | 3,777.71        | 25.69                | 34.87        | 44.05        |
| Police Lieutenant   | P217        | P4        | 60,507.10              | 82,592.20        | 104,072.21       | 2,327.20                | 3,176.62        | 4,002.78        | 29.09                | 39.71        | 50.03        |
| Police Captain  | P204        | P5        | 62,159.65              | 85,712.79        | 109,265.93       | 2,390.76                | 3,296.65        | 4,202.54        | 29.88                | 41.21        | 52.53        |
| Police Major  | P203        | P6        | 76,233.71              | 98,272.95        | 120,312.19       | 2,932.07                | 3,779.73        | 4,627.39        | 36.65                | 47.25        | 57.84        |
| Deputy Police Chief   | P202        | P7        | 79,764.13              | 109,369.37       | 138,974.65       | 3,067.85                | 4,206.51        | 5,345.18        | 38.35                | 52.58        | 66.81        |

Note: Fire Grade F3 is no longer an available grade and will not be utilized in determining promotion{demotion} increases{decreases}.

\*Italicized titles are previously approved titles, but currently inactive.

| City of Concord, NC                           |          |               |             |
|---|----------|---------------|-------------|
| COMPENSATION PLAN GRADE ASSIGNMENT - 7/1/2022 |          |               |             |
| SEASONAL - PARKS & RECREATION                 |          |               |             |
| Job Title                                     | Job Code | Pay Structure |             |
|   |          | Grade         | Hourly Rate |
| Admissions/Concessions                        | O204     | S1            | 10.96-13.41 |
| Arts & Crafts Instructor                      | O205     | S1            | 10.96-13.41 |
| Lifeguard                                     | O206     | S1            | 10.96-13.41 |
| Playground Leader                             | O207     | S1            | 10.96-13.41 |
| Playground Rover                              | O208     | S1            | 10.96-13.41 |
| Swim Instructor                               | O209     | S1            | 10.96-13.41 |
| Head Playground Leader                        | O210     | S2            | 12.17-14.62 |
| Pool Custodian                                | O211     | S2            | 12.17-14.62 |
| Assistant Manager of Programs                 | O212     | S3            | 14.62-15.83 |
| Assistant Manager of Operations - Aquatics    | O213     | S3            | 14.62-15.83 |
| Bus Driver                                    | O201     | S3            | 14.62-15.83 |
| Aquatics Manager                              | O214     | S4            | 15.83-18.27 |
| Playground Director                           | O215     | S4            | 15.83-18.27 |

| City of Concord, NC                           |          |               |             |
|---|----------|---------------|-------------|
| COMPENSATION PLAN GRADE ASSIGNMENT - 7/1/2022 |          |               |             |
| SEASONAL - POLICE                             |          |               |             |
| Job Title                                     | Job Code | Pay Structure |             |
|   |          | Grade         | Hourly Rate |
| School Crossing Guards                        | P200     | S5            | 11.94-14.31 |

# Compensation Plan Grade Assignment Charts

7/25/2022

**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/25/2022**

| Job Title                                    | Job Code    | Grade      | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |  |
|--|-------------|------------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|--|
|  |             |            | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |  |
| <b>Non-Exempt</b>                            |             |            |                        |                  |                  |                         |                 |                 |                      |              |              |  |
| Custodian                                    | D401        | 202        | 34,093.08              | 45,002.87        | 56,253.58        | 1,311.27                | 1,730.88        | 2,163.60        | 16.39                | 21.64        | 27.04        |  |
| Recreation Leader Part Time                  | O406        | 202        | 34,093.08              | 45,002.87        | 56,253.58        | 1,311.27                | 1,730.88        | 2,163.60        | 16.39                | 21.64        | 27.04        |  |
| Cemetery Maintenance Worker                  | D209        | 203        | 35,115.87              | 46,352.96        | 57,941.19        | 1,350.61                | 1,782.81        | 2,228.51        | 16.88                | 22.29        | 27.86        |  |
| Grounds Maintenance Worker                   | D212        | 203        | 35,115.87              | 46,352.96        | 57,941.19        | 1,350.61                | 1,782.81        | 2,228.51        | 16.88                | 22.29        | 27.86        |  |
| Parking Enforcement Technician               | P207        | 203        | 35,115.87              | 46,352.96        | 57,941.19        | 1,350.61                | 1,782.81        | 2,228.51        | 16.88                | 22.29        | 27.86        |  |
| Logistics Specialist                         | C408        | 203        | 35,115.87              | 46,352.96        | 57,941.19        | 1,350.61                | 1,782.81        | 2,228.51        | 16.88                | 22.29        | 27.86        |  |
| Automotive Parts Clerk                       | K206        | 204        | 36,169.35              | 47,743.55        | 59,679.43        | 1,391.13                | 1,836.29        | 2,295.36        | 17.39                | 22.95        | 28.69        |  |
| Customer Service Representative              | Z407        | 204        | 36,169.35              | 47,743.55        | 59,679.43        | 1,391.13                | 1,836.29        | 2,295.36        | 17.39                | 22.95        | 28.69        |  |
| Resident Service Coordinator                 | L408        | 204        | 36,169.35              | 47,743.55        | 59,679.43        | 1,391.13                | 1,836.29        | 2,295.36        | 17.39                | 22.95        | 28.69        |  |
| Solid Waste Worker                           | Q205        | 204        | 36,169.35              | 47,743.55        | 59,679.43        | 1,391.13                | 1,836.29        | 2,295.36        | 17.39                | 22.95        | 28.69        |  |
| Streets Maintenance Worker                   | R304        | 204        | 36,169.35              | 47,743.55        | 59,679.43        | 1,391.13                | 1,836.29        | 2,295.36        | 17.39                | 22.95        | 28.69        |  |
| Utility Service Worker                       | U304        | 204        | 36,169.35              | 47,743.55        | 59,679.43        | 1,391.13                | 1,836.29        | 2,295.36        | 17.39                | 22.95        | 28.69        |  |
| Administrative Assistant                     | V402        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Aviation Service Worker                      | B302        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Customer Service Specialist                  | Z404        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Equipment Operator                           | X301        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Family Self Sufficiency Specialist           | L405        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Programmer                                   | O203        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Housing Specialist                           | L404        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Solid Waste Compliance Inspector             | Q207        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| <i>Survey Technician I*</i>                  | <i>J410</i> | <i>205</i> | <i>37,254.43</i>       | <i>49,175.86</i> | <i>61,469.81</i> | <i>1,432.86</i>         | <i>1,891.38</i> | <i>2,364.22</i> | <i>17.91</i>         | <i>23.64</i> | <i>29.55</i> |  |
| Logistics Specialist & Safety Representative | C418        | 205        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |

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**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/25/2022**

| Job Title                                | Job Code    | Grade      | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |  |
|--|-------------|------------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|--|
|  |             |            | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |  |
| <b>Non-Exempt</b>                        |             |            |                        |                  |                  |                         |                 |                 |                      |              |              |  |
| Accounting Technician I                  | Y405        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| Airport Maintenance Mechanic             | B304        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| Building Maintenance Mechanic I          | D206        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| Communications Technician                | H203        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| <i>Deputy Tax Collector*</i>             | <i>C406</i> | <i>206</i> | <i>38,372.06</i>       | <i>50,651.14</i> | <i>63,313.90</i> | <i>1,475.85</i>         | <i>1,948.12</i> | <i>2,435.15</i> | <i>18.45</i>         | <i>24.35</i> | <i>30.44</i> |  |
| Development Service Technician           | E405        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| Fitness Instructor/Event Assistant       | O202        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| Meter Technician                         | Z203        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| Senior Administrative Assistant          | V404        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| Sign Technician I                        | R206        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| Telecommunicator                         | Z402        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| Utility Billing Specialist               | C409        | 206        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| Accounting Technician II                 | Y403        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |  |
| Accounts Payable Technician              | Y407        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |  |
| <i>Aviation Service Worker Lead*</i>     | <i>B303</i> | <i>207</i> | <i>39,748.11</i>       | <i>52,666.28</i> | <i>65,584.42</i> | <i>1,528.77</i>         | <i>2,025.63</i> | <i>2,522.48</i> | <i>19.11</i>         | <i>25.32</i> | <i>31.53</i> |  |
| <i>Business License Officer*</i>         | <i>C411</i> | <i>207</i> | <i>39,748.11</i>       | <i>52,666.28</i> | <i>65,584.42</i> | <i>1,528.77</i>         | <i>2,025.63</i> | <i>2,522.48</i> | <i>19.11</i>         | <i>25.32</i> | <i>31.53</i> |  |
| <i>Clearwater Artstudio Supervisor*</i>  | <i>E413</i> | <i>207</i> | <i>39,748.11</i>       | <i>52,666.28</i> | <i>65,584.42</i> | <i>1,528.77</i>         | <i>2,025.63</i> | <i>2,522.48</i> | <i>19.11</i>         | <i>25.32</i> | <i>31.53</i> |  |
| Community Development Technician         | E416        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |  |
| Customer Service Specialist II           | Z408        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |  |
| Electric Tree Trimmer I                  | I317        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |  |
| Facility Specialist - Parks & Recreation | O411        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |  |
| Fleet Mechanic                           | K210        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |  |
| GIS Technician                           | T407        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |  |
| Parks & Recreation Specialist            | O405        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |  |
| <i>Payroll Technician*</i>               | <i>Y408</i> | <i>207</i> | <i>39,748.11</i>       | <i>52,666.28</i> | <i>65,584.42</i> | <i>1,528.77</i>         | <i>2,025.63</i> | <i>2,522.48</i> | <i>19.11</i>         | <i>25.32</i> | <i>31.53</i> |  |
| Purchasing Technician                    | C202        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |  |
| Senior Customer Service Representative   | Z406        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |  |
| Senior Telecommunicator                  | H207        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |  |
| Survey Technician II                     | J409        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |  |
| Utility Locator                          | U205        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |  |
| Utility Systems Technician               | G207        | 207        | 39,748.11              | 52,666.28        | 65,584.42        | 1,528.77                | 2,025.63        | 2,522.48        | 19.11                | 25.32        | 31.53        |  |

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**City of Concord, NC**  
**COMPENSATION PLAN GRADE ASSIGNMENTS - 7/25/2022**

| Job Title                               | Job Code    | Grade      | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |  |
|---|-------------|------------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|--|
|   |             |            | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |  |
| <b>Non-Exempt</b>                       |             |            |                        |                  |                  |                         |                 |                 |                      |              |              |  |
| Airport Electrician                     | B204        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Automotive Parts Supervisor             | K203        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Aviation Supervisor                     | B201        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| <i>Benefits Specialist*</i>             | <i>M405</i> | <i>208</i> | <i>43,325.46</i>       | <i>57,406.22</i> | <i>71,487.02</i> | <i>1,666.36</i>         | <i>2,207.93</i> | <i>2,749.50</i> | <i>20.83</i>         | <i>27.60</i> | <i>34.37</i> |  |
| Building Maintenance Mechanic II        | D205        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| CAD Technician                          | T409        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Cemetery Crew Supervisor                | D208        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Code Enforcement Officer                | P212        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Construction Inspector                  | J203        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Downtown Development Specialist         | E422        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Electric Line Technician I              | I309        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Electric Systems Technician I           | I305        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Electric Tree Trimmer II                | I318        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Executive Assistant                     | V401        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Grounds Crew Supervisor                 | D211        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| <i>HR Wellness Coordinator*</i>         | <i>M208</i> | <i>208</i> | <i>43,325.46</i>       | <i>57,406.22</i> | <i>71,487.02</i> | <i>1,666.36</i>         | <i>2,207.93</i> | <i>2,749.50</i> | <i>20.83</i>         | <i>27.60</i> | <i>34.37</i> |  |
| Parks & Recreation Assistant Supervisor | O409        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Senior Customer Service Specialist      | Z403        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Sign Technician II                      | R306        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| System Protection Inspector             | G209        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Technical Equipment Operator            | X302        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Water/Wastewater Systems Technician     | G204        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |
| Water Treatment Plant Operator          | G205        | 208        | 43,325.46              | 57,406.22        | 71,487.02        | 1,666.36                | 2,207.93        | 2,749.50        | 20.83                | 27.60        | 34.37        |  |

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**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/25/2022**

| Job Title                                    | Job Code    | Grade | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |
|--|-------------|-------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|
|  |             |       | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |
| <b>Non-Exempt</b>                            |             |       |                        |                  |                  |                         |                 |                 |                      |              |              |
| Accountant                                   | Y404        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Building Construction Specialist             | J205        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Custodian Supervisor                         | D402        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Electric Tree Trimming Crew Leader           | I316        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Engineering Construction Supervisor          | J415        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Environmental Education Specialist           | S202        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Grants Specialist                            | Y410        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Master Mechanic                              | K209        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Parks & Recreation Supervisor                | O404        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Planner                                      | E417        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Police Crime Analyst                         | P214        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Police Video Technician                      | P215        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Senior Code Enforcement Officer              | P213        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Senior Communications Technician             | H204        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Senior Engineering Technician                | J413        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Senior Equipment Operator                    | X303        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Senior Executive Assistant                   | V403        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Senior Meter Technician                      | Z202        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Senior Payroll Technician                    | Y411        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Signal Technician                            | R305        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Urban Planner                                | E420        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| Water Safety Coordinator                     | G406        | 209   | 47,224.76              | 62,572.80        | 77,920.85        | 1,816.34                | 2,406.65        | 2,996.96        | 22.70                | 30.08        | 37.46        |
| <i>Wastewater System Compliance Officer*</i> | <i>U209</i> | 209   | <i>47,224.76</i>       | <i>62,572.80</i> | <i>77,920.85</i> | <i>1,816.34</i>         | <i>2,406.65</i> | <i>2,996.96</i> | <i>22.70</i>         | <i>30.08</i> | <i>37.46</i> |

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**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/25/2022**

| Job Title                                       | Job Code    | Grade      | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |  |
|---|-------------|------------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|--|
|   |             |            | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |  |
| <b>Non-Exempt</b>                               |             |            |                        |                  |                  |                         |                 |                 |                      |              |              |  |
| 911 Shift Supervisor                            | H206        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| AMI Monitoring Lead                             | C417        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Assistant Surveyor Supervisor                   | J216        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Aviation Coordinator                            | B404        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| <i>Budget Analyst*</i>                          | <i>C404</i> | <i>210</i> | <i>51,474.97</i>       | <i>68,204.34</i> | <i>84,933.73</i> | <i>1,979.81</i>         | <i>2,623.24</i> | <i>3,266.68</i> | <i>24.75</i>         | <i>32.79</i> | <i>40.83</i> |  |
| Code Enforcement Supervisor                     | P218        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Communications Specialist                       | A411        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Customer Service Supervisor                     | Z405        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Electric Line Technician II                     | I310        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Electric Systems Analyst                        | I406        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Electric Systems Technician II                  | I304        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Electrical Engineering Technician               | I303        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Fleet Services Supervisor                       | K207        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| HR Technician                                   | M408        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Legal Assistant                                 | N404        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Paralegal                                       | N403        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Safety, Health and Risk Coordinator             | M204        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Senior Accountant                               | Y409        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Solid Waste Crew Supervisor                     | Q204        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Streets Crew Supervisor                         | R302        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Traffic Management Center Operator              | R308        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Warehouse Supervisor                            | C407        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| <i>Water Backflow Prevention Administrator*</i> | <i>U208</i> | <i>210</i> | <i>51,474.97</i>       | <i>68,204.34</i> | <i>84,933.73</i> | <i>1,979.81</i>         | <i>2,623.24</i> | <i>3,266.68</i> | <i>24.75</i>         | <i>32.79</i> | <i>40.83</i> |  |
| Water Crew Supervisor                           | G301        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Water Meter Service Supervisor                  | Z204        | 210        | 51,474.97              | 68,204.34        | 84,933.73        | 1,979.81                | 2,623.24        | 3,266.68        | 24.75                | 32.79        | 40.83        |  |
| Electric Line Technician III                    | I313        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| Electric Safety Coordinator                     | I203        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| Electric Utility Locator Supervisor             | I319        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| Fleet Services Training Coordinator             | K305        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| GIS Analyst                                     | T402        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| Senior Police Crime Analyst                     | P216        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| Traffic Signal Supervisor                       | R307        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| Water Systems Supervisor                        | G202        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| Water/Wastewater Systems Supervisor             | G203        | 211        | 56,107.74              | 74,342.73        | 92,505.63        | 2,157.99                | 2,859.34        | 3,557.91        | 26.97                | 35.74        | 44.47        |  |
| Building Maintenance Supervisor                 | D204        | 212        | 61,157.42              | 81,033.59        | 100,909.75       | 2,352.21                | 3,116.68        | 3,881.14        | 29.40                | 38.96        | 48.51        |  |
| Electric Construction Supervisor                | I314        | 212        | 61,157.42              | 81,033.59        | 100,909.75       | 2,352.21                | 3,116.68        | 3,881.14        | 29.40                | 38.96        | 48.51        |  |
| Electric Tree Trimming Supervisor               | I315        | 212        | 61,157.42              | 81,033.59        | 100,909.75       | 2,352.21                | 3,116.68        | 3,881.14        | 29.40                | 38.96        | 48.51        |  |
| Fleet Service Manager                           | K211        | 212        | 61,157.42              | 81,033.59        | 100,909.75       | 2,352.21                | 3,116.68        | 3,881.14        | 29.40                | 38.96        | 48.51        |  |
| Housing Inspector/Maintenance Supervisor        | L202        | 212        | 61,157.42              | 81,033.59        | 100,909.75       | 2,352.21                | 3,116.68        | 3,881.14        | 29.40                | 38.96        | 48.51        |  |
| Right Of Way Agent                              | J204        | 212        | 61,157.42              | 81,033.59        | 100,909.75       | 2,352.21                | 3,116.68        | 3,881.14        | 29.40                | 38.96        | 48.51        |  |

*\*Italicized titles are previously approved titles, but currently inactive.*

**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/25/2022**

| Job Title                                     | Job Code    | Grade      | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |
|---|-------------|------------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|
|   |             |            | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |
| <b>Exempt</b>                                 |             |            |                        |                  |                  |                         |                 |                 |                      |              |              |
| <i>Accounting Supervisor*</i>                 | Y401        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Assistant Streets Superintendent              | R308        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Aviation Project Manager                      | B407        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Cemetery Maintenance Manager                  | D207        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| City Clerk                                    | A404        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Clearwater Artist Studio Coordinator          | E418        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Community Outreach Coordinator                | A408        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Construction Coordinator                      | E406        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Custodial Services Manager                    | D403        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Electric Systems Administration Manager       | I408        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Engineer Coordinator                          | J404        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Fire Administration Manager                   | F402        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| GIS Coordinator                               | T403        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Grounds Maintenance Manager                   | D210        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Human Resources Analyst                       | M403        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| <i>Human Resources Supervisor*</i>            | <i>M205</i> | <i>109</i> | <i>55,511.12</i>       | <i>73,552.22</i> | <i>91,593.36</i> | <i>2,135.04</i>         | <i>2,828.93</i> | <i>3,522.82</i> | <i>26.69</i>         | <i>35.36</i> | <i>44.04</i> |
| Parks & Recreation Coordinator                | O403        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Police Administration Manager                 | P219        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Solid Waste Administration Manager            | Q206        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Solid Waste Superintendent                    | Q203        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Staff Engineer                                | J405        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Transit ADA Coordinator                       | A202        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| <i>Transit Grants Compliance Coordinator*</i> | <i>A409</i> | <i>109</i> | <i>55,511.12</i>       | <i>73,552.22</i> | <i>91,593.36</i> | <i>2,135.04</i>         | <i>2,828.93</i> | <i>3,522.82</i> | <i>26.69</i>         | <i>35.36</i> | <i>44.04</i> |
| Transit Planner and Technology Coordinator    | A406        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Transportation Coordinator                    | R201        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Urban Forester                                | D213        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Utility Billing Manager                       | C410        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Water Resources Project Manager               | G210        | 109        | 55,511.12              | 73,552.22        | 91,593.36        | 2,135.04                | 2,828.93        | 3,522.82        | 26.69                | 35.36        | 44.04        |
| Code Enforcement Manager                      | P211        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Diversity, Equity & Inclusion Coordinator     | A412        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Federal Program Coordinator                   | E205        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| GIS Administrator                             | T410        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| GIS Supervisor                                | T406        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Laboratory Coordinator                        | G201        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Senior Budget Analyst                         | C419        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Senior GIS Coordinator                        | T411        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Senior Planner                                | E202        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Streets Superintendent                        | R301        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| System Protection Superintendent              | G208        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Treatment Plant Supervisor                    | G206        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |
| Water Resources Superintendent                | G405        | 110        | 60,507.10              | 80,171.92        | 99,836.75        | 2,327.20                | 3,083.54        | 3,839.88        | 29.09                | 38.54        | 48.00        |

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**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/25/2022**

| Job Title  | Job Code | Grade | Pay Structure - Annual |           |            | Pay Structure-Bi-Weekly |          |          | Pay Structure-Hourly |       |       |
|--|----------|-------|------------------------|-----------|------------|-------------------------|----------|----------|----------------------|-------|-------|
|  |          |       | Min                    | Mid       | Max        | Min                     | Mid      | Max      | Min                  | Mid   | Max   |
| <b>Exempt</b>  |          |       |                        |           |            |                         |          |          |                      |       |       |
| <i>Assistant Emergency Management Coordinator*</i>     | F212     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| Building Systems & Services Manager                    | D203     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| Electric Systems Coordinator I                         | I308     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| Engineering Construction Manager                       | J406     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| Facility Manager                                       | O410     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| <i>Grants Program Administrator*</i>                   | C415     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| Housing Manager  | L402     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| HR Benefits Manager                                    | M407     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| Surveyor/Real Estate Manager                           | J414     | 111   | 65,952.75              | 87,387.40 | 108,822.06 | 2,536.64                | 3,361.05 | 4,185.46 | 31.71                | 42.01 | 52.32 |
| Accounting Operations Manager                          | C412     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Assistant City Attorney                                | N402     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| <i>Aviation Administrative and Properties Manager*</i> | B405     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Aviation Operations Manager                            | B202     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Communications Center Manager                          | H209     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Community Development Manager                          | E415     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Customer Service Manager                               | Z401     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Design Manager   | E419     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Development Review Manager                             | E411     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Downtown Development Manager                           | E421     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Electric Systems Coordinator II                        | I307     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Electric Systems Special Project Manager               | I405     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Network Manager  | H401     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Planning and Development Manager                       | E410     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Project Engineer                                       | J201     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Public Affairs and Projects Manager                    | A403     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| <i>Tax Collector/Collections Manager*</i>              | C414     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| <i>Traffic Engineer*</i>                               | R205     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |
| Water Operations Manager                               | G404     | 112   | 72,548.04              | 96,126.13 | 119,704.24 | 2,790.31                | 3,697.16 | 4,604.01 | 34.88                | 46.21 | 57.55 |

*\*Italicized titles are previously approved titles, but currently inactive.*

**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/25/2022**

| Job Title   | Job Code | Grade | Pay Structure - Annual |            |            | Pay Structure-Bi-Weekly |          |          | Pay Structure-Hourly |       |       |
|---|----------|-------|------------------------|------------|------------|-------------------------|----------|----------|----------------------|-------|-------|
|   |          |       | Min                    | Mid        | Max        | Min                     | Mid      | Max      | Min                  | Mid   | Max   |
| <b>Exempt</b>                                       |          |       |                        |            |            |                         |          |          |                      |       |       |
| <i>Assistant Human Resources Director*</i>          | M402     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Aviation Assistant Director                         | B402     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Budget & Performance Manager                        | C403     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Communications Shop Operations Manager              | H208     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Economic Development Manager                        | E204     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Electrical Engineer                                 | I403     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Electric Systems Operations Manager                 | I407     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Emergency Management Coordinator                    | F202     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Engineering Manager                                 | J412     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Purchasing Manager                                  | C201     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Revenue Manager                                     | C416     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Safety, Health and Risk Manager                     | M201     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Transit Manager                                     | A301     | 113   | 79,802.83              | 105,738.77 | 131,674.67 | 3,069.34                | 4,066.88 | 5,064.41 | 38.37                | 50.84 | 63.31 |
| Deputy Building & Grounds Director                  | D214     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy City Attorney                                | N405     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy City Engineer                                | J402     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy Director Planning & Neighborhood Development | E414     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy Electric Systems Director                    | I404     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy Human Resources Director                     | M406     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy Parks & Recreation Director                  | O402     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy Solid Waste & Recycling Director             | Q406     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy Water Resource Director                      | G403     | 114   | 87,783.11              | 116,312.64 | 144,842.14 | 3,376.27                | 4,473.56 | 5,570.85 | 42.20                | 55.92 | 69.64 |
| Deputy Finance Director                             | C402     | 115   | 95,957.93              | 127,144.26 | 158,330.58 | 3,690.69                | 4,890.16 | 6,089.64 | 46.13                | 61.13 | 76.12 |
| Deputy Transportation Director                      | R402     | 115   | 95,957.93              | 127,144.26 | 158,330.58 | 3,690.69                | 4,890.16 | 6,089.64 | 46.13                | 61.13 | 76.12 |

\*Italicized titles are previously approved titles, but currently inactive.

**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 7/25/2022**

| Job Title                                      | Job Code    | Grade     | Pay Structure - Annual |                   |                   | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |               |
|--|-------------|-----------|------------------------|-------------------|-------------------|-------------------------|-----------------|-----------------|----------------------|--------------|---------------|
|  |             |           | Min                    | Mid               | Max               | Min                     | Mid             | Max             | Min                  | Mid          | Max           |
| <b>Executive</b>                               |             |           |                        |                   |                   |                         |                 |                 |                      |              |               |
| Building & Grounds Director                    | D201        | I         | 97,877.08              | 129,687.13        | 161,497.18        | 3,764.50                | 4,987.97        | 6,211.43        | 47.06                | 62.35        | 77.64         |
| Communications Director                        | H201        | I         | 97,877.08              | 129,687.13        | 161,497.18        | 3,764.50                | 4,987.97        | 6,211.43        | 47.06                | 62.35        | 77.64         |
| Fleet Services Director                        | K204        | I         | 97,877.08              | 129,687.13        | 161,497.18        | 3,764.50                | 4,987.97        | 6,211.43        | 47.06                | 62.35        | 77.64         |
| Housing Director                               | L401        | I         | 97,877.08              | 129,687.13        | 161,497.18        | 3,764.50                | 4,987.97        | 6,211.43        | 47.06                | 62.35        | 77.64         |
| Aviation Director                              | B401        | II        | 104,728.48             | 138,765.24        | 172,801.99        | 4,028.02                | 5,337.12        | 6,646.23        | 50.35                | 66.71        | 83.08         |
| Human Resources Director                       | M401        | II        | 104,728.48             | 138,765.24        | 172,801.99        | 4,028.02                | 5,337.12        | 6,646.23        | 50.35                | 66.71        | 83.08         |
| Parks & Recreation Director                    | O401        | II        | 104,728.48             | 138,765.24        | 172,801.99        | 4,028.02                | 5,337.12        | 6,646.23        | 50.35                | 66.71        | 83.08         |
| Planning and Neighborhood Development Director | E412        | II        | 104,728.48             | 138,765.24        | 172,801.99        | 4,028.02                | 5,337.12        | 6,646.23        | 50.35                | 66.71        | 83.08         |
| Solid Waste Director                           | Q405        | II        | 104,728.48             | 138,765.24        | 172,801.99        | 4,028.02                | 5,337.12        | 6,646.23        | 50.35                | 66.71        | 83.08         |
| Transit Director                               | A410        | II        | 104,728.48             | 138,765.24        | 172,801.99        | 4,028.02                | 5,337.12        | 6,646.23        | 50.35                | 66.71        | 83.08         |
| Electric Systems Director                      | I401        | III       | 112,059.47             | 148,478.80        | 184,898.13        | 4,309.98                | 5,710.72        | 7,111.47        | 53.87                | 71.38        | 88.89         |
| Engineering Director                           | J401        | III       | 112,059.47             | 148,478.80        | 184,898.13        | 4,309.98                | 5,710.72        | 7,111.47        | 53.87                | 71.38        | 88.89         |
| Fire Chief                                     | F201        | III       | 112,059.47             | 148,478.80        | 184,898.13        | 4,309.98                | 5,710.72        | 7,111.47        | 53.87                | 71.38        | 88.89         |
| Police Chief                                   | P201        | III       | 112,059.47             | 148,478.80        | 184,898.13        | 4,309.98                | 5,710.72        | 7,111.47        | 53.87                | 71.38        | 88.89         |
| Transportation Director                        | R401        | III       | 112,059.47             | 148,478.80        | 184,898.13        | 4,309.98                | 5,710.72        | 7,111.47        | 53.87                | 71.38        | 88.89         |
| Water Resources Director                       | G401        | III       | 112,059.47             | 148,478.80        | 184,898.13        | 4,309.98                | 5,710.72        | 7,111.47        | 53.87                | 71.38        | 88.89         |
| Finance Director                               | C401        | IV        | 119,903.64             | 158,872.32        | 197,841.01        | 4,611.68                | 6,110.47        | 7,609.27        | 57.65                | 76.38        | 95.12         |
| Assistant City Manager                         | A401        | V         | 128,296.89             | 169,993.38        | 211,689.87        | 4,934.50                | 6,538.21        | 8,141.92        | 61.68                | 81.73        | 101.77        |
| <i>Deputy City Manager*</i>                    | <i>A402</i> | <i>VI</i> | <i>137,277.67</i>      | <i>181,892.91</i> | <i>226,508.16</i> | <i>5,279.91</i>         | <i>6,995.88</i> | <i>8,711.85</i> | <i>66.00</i>         | <i>87.45</i> | <i>108.90</i> |

*\*Italicized titles are previously approved titles, but currently inactive.*

| City of Concord, NC                                  |             |           |                        |                  |                  |                         |                 |                 |                      |              |              |
|--|-------------|-----------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|
| COMPENSATION PLAN GRADE ASSIGNMENTS - 7/25/2022      |             |           |                        |                  |                  |                         |                 |                 |                      |              |              |
| Job Title  | Job Code    | Grade     | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |
|  |             |           | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |
| <b>Fire</b>  |             |           |                        |                  |                  |                         |                 |                 |                      |              |              |
| Firefighter (2920.96 hours per year)                 | F304        | F1        | 38,670.11              | 50,271.15        | 61,872.18        | 1,487.31                | 1,933.51        | 2,379.70        | 13.24                | 17.21        | 21.18        |
| Fire Engineer (2920.96 hours per year)               | F305        | F2        | 44,614.63              | 56,883.65        | 69,304.27        | 1,715.95                | 2,187.83        | 2,665.55        | 15.27                | 19.47        | 23.73        |
| Logistics Officer I (2080 hours per year)            | F213        | F2        | 44,614.63              | 56,883.65        | 69,304.27        | 1,715.95                | 2,187.83        | 2,665.55        | 21.45                | 27.35        | 33.32        |
| <i>Senior Firefighter (2920.96 hours per year)**</i> | <i>F303</i> | <i>F3</i> | <i>44,614.63</i>       | <i>56,883.65</i> | <i>69,304.27</i> | <i>1,715.95</i>         | <i>2,187.83</i> | <i>2,665.55</i> | <i>15.27</i>         | <i>19.47</i> | <i>23.73</i> |
| Logistics Officer II (2080 hours per year)           | F208        | F4        | 48,098.90              | 61,941.91        | 75,784.93        | 1,849.96                | 2,382.38        | 2,914.81        | 23.12                | 29.78        | 36.44        |
| Fire Lieutenant (2920.96 hours per year)             | F306        | F4        | 48,098.90              | 61,941.91        | 75,784.93        | 1,849.96                | 2,382.38        | 2,914.81        | 16.47                | 21.21        | 25.95        |
| Assistant Fire Marshal (2080 hours per year)         | F206        | F5        | 53,000.92              | 68,846.19        | 84,691.45        | 2,038.50                | 2,647.93        | 3,257.36        | 25.48                | 33.10        | 40.72        |
| Deputy Fire Marshal (2080 hours per year)            | F210        | F6        | 59,392.62              | 78,806.51        | 98,220.39        | 2,284.33                | 3,031.20        | 3,777.71        | 28.55                | 37.89        | 47.22        |
| Fire Captain (2080 hours per year)                   | F211        | F6        | 59,392.62              | 78,806.51        | 98,220.39        | 2,284.33                | 3,031.20        | 3,777.71        | 28.55                | 37.89        | 47.22        |
| Fire Captain (2920.96 hours per year)                | F207        | F6        | 59,392.62              | 78,806.51        | 98,220.39        | 2,284.33                | 3,031.20        | 3,777.71        | 20.33                | 26.98        | 33.63        |
| Battalion Chief                                      | F301        | F7        | 68,765.47              | 89,395.11        | 113,463.02       | 2,644.83                | 3,438.27        | 4,363.96        | 33.06                | 42.98        | 54.55        |
| Division Chief                                       | F209        | F8        | 76,260.90              | 100,664.39       | 125,830.49       | 2,933.11                | 3,871.71        | 4,839.63        | 36.66                | 48.40        | 60.50        |
| Deputy Fire Chief                                    | F204        | F9        | 80,073.95              | 105,697.61       | 132,122.02       | 3,079.77                | 4,065.29        | 5,081.62        | 38.50                | 50.82        | 63.52        |
| <b>Police</b>  |             |           |                        |                  |                  |                         |                 |                 |                      |              |              |
| Police Officer (2229.84 hours per year)              | P206        | P1        | 42,609.48              | 57,096.22        | 71,582.96        | 1,638.83                | 2,196.01        | 2,753.19        | 19.11                | 25.61        | 32.10        |
| Master Police Officer (2229.84 hours per year)       | P208        | P2        | 48,569.92              | 62,011.03        | 75,452.14        | 1,868.07                | 2,385.04        | 2,902.01        | 21.78                | 27.81        | 33.84        |
| Police Sergeant (2229.84 hours per year)             | P205        | P3        | 57,276.82              | 77,748.61        | 98,220.39        | 2,202.95                | 2,990.33        | 3,777.71        | 25.69                | 34.87        | 44.05        |
| Police Lieutenant                                    | P217        | P4        | 60,507.10              | 82,592.20        | 104,072.21       | 2,327.20                | 3,176.62        | 4,002.78        | 29.09                | 39.71        | 50.03        |
| Police Captain                                       | P204        | P5        | 62,159.65              | 85,712.79        | 109,265.93       | 2,390.76                | 3,296.65        | 4,202.54        | 29.88                | 41.21        | 52.53        |
| Police Major   | P203        | P6        | 76,233.71              | 98,272.95        | 120,312.19       | 2,932.07                | 3,779.73        | 4,627.39        | 36.65                | 47.25        | 57.84        |
| Deputy Police Chief                                  | P202        | P7        | 79,764.13              | 109,369.37       | 138,974.65       | 3,067.85                | 4,206.51        | 5,345.18        | 38.35                | 52.58        | 66.81        |

Note: Fire Grade F3 is no longer an available grade and will not be utilized in determining promotion{demotion} increases{decreases}.

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| City of Concord, NC                            |          |               |             |
|--|----------|---------------|-------------|
| COMPENSATION PLAN GRADE ASSIGNMENT - 7/25/2022 |          |               |             |
| SEASONAL - PARKS & RECREATION                  |          |               |             |
| Job Title                                      | Job Code | Pay Structure |             |
|  |          | Grade         | Hourly Rate |
| Admissions/Concessions                         | O204     | S1            | 10.96-13.41 |
| Arts & Crafts Instructor                       | O205     | S1            | 10.96-13.41 |
| Lifeguard                                      | O206     | S1            | 10.96-13.41 |
| Playground Leader                              | O207     | S1            | 10.96-13.41 |
| Playground Rover                               | O208     | S1            | 10.96-13.41 |
| Swim Instructor                                | O209     | S1            | 10.96-13.41 |
| Head Playground Leader                         | O210     | S2            | 12.17-14.62 |
| Pool Custodian                                 | O211     | S2            | 12.17-14.62 |
| Assistant Manager of Programs                  | O212     | S3            | 14.62-15.83 |
| Assistant Manager of Operations - Aquatics     | O213     | S3            | 14.62-15.83 |
| Bus Driver                                     | O201     | S3            | 14.62-15.83 |
| Aquatics Manager                               | O214     | S4            | 15.83-18.27 |
| Playground Director                            | O215     | S4            | 15.83-18.27 |

| City of Concord, NC                            |          |               |             |
|--|----------|---------------|-------------|
| COMPENSATION PLAN GRADE ASSIGNMENT - 7/25/2022 |          |               |             |
| SEASONAL - POLICE                              |          |               |             |
| Job Title                                      | Job Code | Pay Structure |             |
|  |          | Grade         | Hourly Rate |
| School Crossing Guards                         | P200     | S5            | 11.94-14.31 |



# Compensation Plan Grade Assignment Charts

6/12/2023

**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 6/12/2023**

| Job Title                                    | Job Code    | Grade      | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |  |
|--|-------------|------------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|--|
|  |             |            | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |  |
| <b>Non-Exempt</b>                            |             |            |                        |                  |                  |                         |                 |                 |                      |              |              |  |
| Custodian                                    | D401        | 202        | 35,115.87              | 46,352.96        | 57,941.19        | 1,350.61                | 1,782.81        | 2,228.51        | 16.88                | 22.29        | 27.86        |  |
| Recreation Leader Part Time                  | O406        | 202        | 35,115.87              | 46,352.96        | 57,941.19        | 1,350.61                | 1,782.81        | 2,228.51        | 16.88                | 22.29        | 27.86        |  |
| Cemetery Maintenance Worker                  | D209        | 203        | 36,169.35              | 47,743.55        | 59,679.43        | 1,391.13                | 1,836.29        | 2,295.36        | 17.39                | 22.95        | 28.69        |  |
| Grounds Maintenance Worker                   | D212        | 203        | 36,169.35              | 47,743.55        | 59,679.43        | 1,391.13                | 1,836.29        | 2,295.36        | 17.39                | 22.95        | 28.69        |  |
| Parking Enforcement Technician               | P207        | 203        | 36,169.35              | 47,743.55        | 59,679.43        | 1,391.13                | 1,836.29        | 2,295.36        | 17.39                | 22.95        | 28.69        |  |
| Logistics Specialist                         | C408        | 203        | 36,169.35              | 47,743.55        | 59,679.43        | 1,391.13                | 1,836.29        | 2,295.36        | 17.39                | 22.95        | 28.69        |  |
| Automotive Parts Clerk                       | K206        | 204        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Customer Service Representative              | Z407        | 204        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Resident Service Coordinator                 | L408        | 204        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Solid Waste Worker                           | Q205        | 204        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Streets Maintenance Worker                   | R304        | 204        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Utility Service Worker                       | U304        | 204        | 37,254.43              | 49,175.86        | 61,469.81        | 1,432.86                | 1,891.38        | 2,364.22        | 17.91                | 23.64        | 29.55        |  |
| Administrative Assistant                     | V402        | 205        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| Aviation Service Worker                      | B302        | 205        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| Customer Service Specialist                  | Z404        | 205        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| Equipment Operator                           | X301        | 205        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| Family Self Sufficiency Specialist           | L405        | 205        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| Programmer                                   | O203        | 205        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| Housing Specialist                           | L404        | 205        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| Solid Waste Compliance Inspector             | Q207        | 205        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |
| <i>Survey Technician I*</i>                  | <i>J410</i> | <i>205</i> | <i>38,372.06</i>       | <i>50,651.14</i> | <i>63,313.90</i> | <i>1,475.85</i>         | <i>1,948.12</i> | <i>2,435.15</i> | <i>18.45</i>         | <i>24.35</i> | <i>30.44</i> |  |
| Logistics Specialist & Safety Representative | C418        | 205        | 38,372.06              | 50,651.14        | 63,313.90        | 1,475.85                | 1,948.12        | 2,435.15        | 18.45                | 24.35        | 30.44        |  |

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**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 6/12/2023**

| Job Title                                | Job Code    | Grade      | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |  |
|--|-------------|------------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|--|
|  |             |            | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |  |
| <b>Non-Exempt</b>                        |             |            |                        |                  |                  |                         |                 |                 |                      |              |              |  |
| Accounting Technician I                  | Y405        | 206        | 39,523.22              | 52,170.67        | 65,213.32        | 1,520.12                | 2,006.56        | 2,508.20        | 19.00                | 25.08        | 31.35        |  |
| Airport Maintenance Mechanic             | B304        | 206        | 39,523.22              | 52,170.67        | 65,213.32        | 1,520.12                | 2,006.56        | 2,508.20        | 19.00                | 25.08        | 31.35        |  |
| Building Maintenance Mechanic I          | D206        | 206        | 39,523.22              | 52,170.67        | 65,213.32        | 1,520.12                | 2,006.56        | 2,508.20        | 19.00                | 25.08        | 31.35        |  |
| Communications Technician                | H203        | 206        | 39,523.22              | 52,170.67        | 65,213.32        | 1,520.12                | 2,006.56        | 2,508.20        | 19.00                | 25.08        | 31.35        |  |
| <i>Deputy Tax Collector*</i>             | <i>C406</i> | <i>206</i> | <i>39,523.22</i>       | <i>52,170.67</i> | <i>65,213.32</i> | <i>1,520.12</i>         | <i>2,006.56</i> | <i>2,508.20</i> | <i>19.00</i>         | <i>25.08</i> | <i>31.35</i> |  |
| Development Service Technician           | E405        | 206        | 39,523.22              | 52,170.67        | 65,213.32        | 1,520.12                | 2,006.56        | 2,508.20        | 19.00                | 25.08        | 31.35        |  |
| Fitness Instructor/Event Assistant       | O202        | 206        | 39,523.22              | 52,170.67        | 65,213.32        | 1,520.12                | 2,006.56        | 2,508.20        | 19.00                | 25.08        | 31.35        |  |
| Meter Technician                         | Z203        | 206        | 39,523.22              | 52,170.67        | 65,213.32        | 1,520.12                | 2,006.56        | 2,508.20        | 19.00                | 25.08        | 31.35        |  |
| Senior Administrative Assistant          | V404        | 206        | 39,523.22              | 52,170.67        | 65,213.32        | 1,520.12                | 2,006.56        | 2,508.20        | 19.00                | 25.08        | 31.35        |  |
| Sign Technician I                        | R206        | 206        | 39,523.22              | 52,170.67        | 65,213.32        | 1,520.12                | 2,006.56        | 2,508.20        | 19.00                | 25.08        | 31.35        |  |
| Telecommunicator                         | Z402        | 206        | 39,523.22              | 52,170.67        | 65,213.32        | 1,520.12                | 2,006.56        | 2,508.20        | 19.00                | 25.08        | 31.35        |  |
| Utility Billing Specialist               | C409        | 206        | 39,523.22              | 52,170.67        | 65,213.32        | 1,520.12                | 2,006.56        | 2,508.20        | 19.00                | 25.08        | 31.35        |  |
| Accounting Technician II                 | Y403        | 207        | 40,940.55              | 54,246.27        | 67,551.95        | 1,574.64                | 2,086.40        | 2,598.15        | 19.68                | 26.08        | 32.48        |  |
| Accounts Payable Technician              | Y407        | 207        | 40,940.55              | 54,246.27        | 67,551.95        | 1,574.64                | 2,086.40        | 2,598.15        | 19.68                | 26.08        | 32.48        |  |
| <i>Aviation Service Worker Lead*</i>     | <i>B303</i> | <i>207</i> | <i>40,940.55</i>       | <i>54,246.27</i> | <i>67,551.95</i> | <i>1,574.64</i>         | <i>2,086.40</i> | <i>2,598.15</i> | <i>19.68</i>         | <i>26.08</i> | <i>32.48</i> |  |
| <i>Business License Officer*</i>         | <i>C411</i> | <i>207</i> | <i>40,940.55</i>       | <i>54,246.27</i> | <i>67,551.95</i> | <i>1,574.64</i>         | <i>2,086.40</i> | <i>2,598.15</i> | <i>19.68</i>         | <i>26.08</i> | <i>32.48</i> |  |
| <i>Clearwater Artstudio Supervisor*</i>  | <i>E413</i> | <i>207</i> | <i>40,940.55</i>       | <i>54,246.27</i> | <i>67,551.95</i> | <i>1,574.64</i>         | <i>2,086.40</i> | <i>2,598.15</i> | <i>19.68</i>         | <i>26.08</i> | <i>32.48</i> |  |
| Community Development Technician         | E416        | 207        | 40,940.55              | 54,246.27        | 67,551.95        | 1,574.64                | 2,086.40        | 2,598.15        | 19.68                | 26.08        | 32.48        |  |
| Customer Service Specialist II           | Z408        | 207        | 40,940.55              | 54,246.27        | 67,551.95        | 1,574.64                | 2,086.40        | 2,598.15        | 19.68                | 26.08        | 32.48        |  |
| Electric Tree Trimmer I                  | I317        | 207        | 40,940.55              | 54,246.27        | 67,551.95        | 1,574.64                | 2,086.40        | 2,598.15        | 19.68                | 26.08        | 32.48        |  |
| Facility Specialist - Parks & Recreation | O411        | 207        | 40,940.55              | 54,246.27        | 67,551.95        | 1,574.64                | 2,086.40        | 2,598.15        | 19.68                | 26.08        | 32.48        |  |
| Fleet Mechanic                           | K210        | 207        | 40,940.55              | 54,246.27        | 67,551.95        | 1,574.64                | 2,086.40        | 2,598.15        | 19.68                | 26.08        | 32.48        |  |
| GIS Technician                           | T407        | 207        | 40,940.55              | 54,246.27        | 67,551.95        | 1,574.64                | 2,086.40        | 2,598.15        | 19.68                | 26.08        | 32.48        |  |
| Parks & Recreation Specialist            | O405        | 207        | 40,940.55              | 54,246.27        | 67,551.95        | 1,574.64                | 2,086.40        | 2,598.15        | 19.68                | 26.08        | 32.48        |  |
| <i>Payroll Technician*</i>               | <i>Y408</i> | <i>207</i> | <i>40,940.55</i>       | <i>54,246.27</i> | <i>67,551.95</i> | <i>1,574.64</i>         | <i>2,086.40</i> | <i>2,598.15</i> | <i>19.68</i>         | <i>26.08</i> | <i>32.48</i> |  |
| Purchasing Technician                    | C202        | 207        | 40,940.55              | 54,246.27        | 67,551.95        | 1,574.64                | 2,086.40        | 2,598.15        | 19.68                | 26.08        | 32.48        |  |
| Senior Customer Service Representative   | Z406        | 207        | 40,940.55              | 54,246.27        | 67,551.95        | 1,574.64                | 2,086.40        | 2,598.15        | 19.68                | 26.08        | 32.48        |  |
| Senior Telecommunicator                  | H207        | 207        | 40,940.55              | 54,246.27        | 67,551.95        | 1,574.64                | 2,086.40        | 2,598.15        | 19.68                | 26.08        | 32.48        |  |
| Survey Technician II                     | J409        | 207        | 40,940.55              | 54,246.27        | 67,551.95        | 1,574.64                | 2,086.40        | 2,598.15        | 19.68                | 26.08        | 32.48        |  |
| Utility Locator                          | U205        | 207        | 40,940.55              | 54,246.27        | 67,551.95        | 1,574.64                | 2,086.40        | 2,598.15        | 19.68                | 26.08        | 32.48        |  |
| Utility Systems Technician               | G207        | 207        | 40,940.55              | 54,246.27        | 67,551.95        | 1,574.64                | 2,086.40        | 2,598.15        | 19.68                | 26.08        | 32.48        |  |

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**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 6/12/2023**

| Job Title                               | Job Code    | Grade      | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |
|---|-------------|------------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|
|   |             |            | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |
| <b>Non-Exempt</b>                       |             |            |                        |                  |                  |                         |                 |                 |                      |              |              |
| Airport Electrician                     | B204        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| Automotive Parts Supervisor             | K203        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| Aviation Supervisor                     | B201        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| <i>Benefits Specialist*</i>             | <i>M405</i> | <i>208</i> | <i>44,625.22</i>       | <i>59,128.41</i> | <i>73,631.63</i> | <i>1,716.35</i>         | <i>2,274.17</i> | <i>2,831.99</i> | <i>21.45</i>         | <i>28.43</i> | <i>35.40</i> |
| Building Maintenance Mechanic II        | D205        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| CAD Technician                          | T409        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| Cemetery Crew Supervisor                | D208        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| Code Enforcement Officer                | P212        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| Construction Inspector                  | J203        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| Downtown Development Specialist         | E422        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| Electric Line Technician I              | I309        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| Electric Systems Technician I           | I305        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| Electric Tree Trimmer II                | I318        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| Executive Assistant                     | V401        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| Grounds Crew Supervisor                 | D211        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| <i>HR Wellness Coordinator*</i>         | <i>M208</i> | <i>208</i> | <i>44,625.22</i>       | <i>59,128.41</i> | <i>73,631.63</i> | <i>1,716.35</i>         | <i>2,274.17</i> | <i>2,831.99</i> | <i>21.45</i>         | <i>28.43</i> | <i>35.40</i> |
| Parks & Recreation Assistant Supervisor | O409        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| Senior Customer Service Specialist      | Z403        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| Sign Technician II                      | R306        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| System Protection Inspector             | G209        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| Technical Equipment Operator            | X302        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| Water/Wastewater Systems Technician     | G204        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |
| Water Treatment Plant Operator          | G205        | 208        | 44,625.22              | 59,128.41        | 73,631.63        | 1,716.35                | 2,274.17        | 2,831.99        | 21.45                | 28.43        | 35.40        |

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COMPENSATION PLAN GRADE ASSIGNMENTS - 6/12/2023**

| Job Title                                    | Job Code    | Grade | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |  |
|--|-------------|-------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|--|
|  |             |       | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |  |
| <b>Non-Exempt</b>                            |             |       |                        |                  |                  |                         |                 |                 |                      |              |              |  |
| Accountant                                   | Y404        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Building Construction Specialist             | J205        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Custodian Supervisor                         | D402        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Electric Tree Trimming Crew Leader           | I316        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Engineering Construction Supervisor          | J415        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Environmental Education Specialist           | S202        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Grants Specialist                            | Y410        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Master Mechanic                              | K209        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Parks & Recreation Supervisor                | O404        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Planner                                      | E417        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Police Crime Analyst                         | P214        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Police Video Technician                      | P215        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Senior Code Enforcement Officer              | P213        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Senior Communications Technician             | H204        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Senior Engineering Technician                | J413        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Senior Equipment Operator                    | X303        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Senior Executive Assistant                   | V403        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Senior Meter Technician                      | Z202        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Senior Payroll Technician                    | Y411        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Signal Technician                            | R305        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Urban Planner                                | E420        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| Water Safety Coordinator                     | G406        | 209   | 48,641.50              | 64,449.98        | 80,258.48        | 1,870.83                | 2,478.85        | 3,086.86        | 23.39                | 30.99        | 38.59        |  |
| <i>Wastewater System Compliance Officer*</i> | <i>U209</i> | 209   | <i>48,641.50</i>       | <i>64,449.98</i> | <i>80,258.48</i> | <i>1,870.83</i>         | <i>2,478.85</i> | <i>3,086.86</i> | <i>23.39</i>         | <i>30.99</i> | <i>38.59</i> |  |

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**City of Concord, NC  
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| Job Title                                       | Job Code    | Grade      | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |  |
|---|-------------|------------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|--|
|   |             |            | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |  |
| <b>Non-Exempt</b>                               |             |            |                        |                  |                  |                         |                 |                 |                      |              |              |  |
| 911 Shift Supervisor                            | H206        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| AMI Monitoring Lead                             | C417        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Assistant Surveyor Supervisor                   | J216        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Aviation Coordinator                            | B404        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| <i>Budget Analyst*</i>                          | <i>C404</i> | <i>210</i> | <i>53,019.22</i>       | <i>70,250.47</i> | <i>87,481.74</i> | <i>2,039.20</i>         | <i>2,701.94</i> | <i>3,364.68</i> | <i>25.49</i>         | <i>33.77</i> | <i>42.06</i> |  |
| Code Enforcement Supervisor                     | P218        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Communications Specialist                       | A411        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Customer Service Supervisor                     | Z405        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Electric Line Technician II                     | I310        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Electric Systems Analyst                        | I406        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Electric Systems Technician II                  | I304        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Electrical Engineering Technician               | I303        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Fleet Services Supervisor                       | K207        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| HR Technician                                   | M408        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Legal Assistant                                 | N404        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Paralegal                                       | N403        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Safety, Health and Risk Coordinator             | M204        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Senior Accountant                               | Y409        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Solid Waste Crew Supervisor                     | Q204        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Streets Crew Supervisor                         | R302        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Traffic Management Center Operator              | R308        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Warehouse Supervisor                            | C407        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| <i>Water Backflow Prevention Administrator*</i> | <i>U208</i> | <i>210</i> | <i>53,019.22</i>       | <i>70,250.47</i> | <i>87,481.74</i> | <i>2,039.20</i>         | <i>2,701.94</i> | <i>3,364.68</i> | <i>25.49</i>         | <i>33.77</i> | <i>42.06</i> |  |
| Water Crew Supervisor                           | G301        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Water Meter Service Supervisor                  | Z204        | 210        | 53,019.22              | 70,250.47        | 87,481.74        | 2,039.20                | 2,701.94        | 3,364.68        | 25.49                | 33.77        | 42.06        |  |
| Electric Line Technician III                    | I313        | 211        | 57,790.97              | 76,573.01        | 95,280.80        | 2,222.73                | 2,945.12        | 3,664.65        | 27.78                | 36.81        | 45.81        |  |
| Electric Safety Coordinator                     | I203        | 211        | 57,790.97              | 76,573.01        | 95,280.80        | 2,222.73                | 2,945.12        | 3,664.65        | 27.78                | 36.81        | 45.81        |  |
| Electric Utility Locator Supervisor             | I319        | 211        | 57,790.97              | 76,573.01        | 95,280.80        | 2,222.73                | 2,945.12        | 3,664.65        | 27.78                | 36.81        | 45.81        |  |
| Fleet Services Training Coordinator             | K305        | 211        | 57,790.97              | 76,573.01        | 95,280.80        | 2,222.73                | 2,945.12        | 3,664.65        | 27.78                | 36.81        | 45.81        |  |
| GIS Analyst                                     | T402        | 211        | 57,790.97              | 76,573.01        | 95,280.80        | 2,222.73                | 2,945.12        | 3,664.65        | 27.78                | 36.81        | 45.81        |  |
| Senior Police Crime Analyst                     | P216        | 211        | 57,790.97              | 76,573.01        | 95,280.80        | 2,222.73                | 2,945.12        | 3,664.65        | 27.78                | 36.81        | 45.81        |  |
| Traffic Signal Supervisor                       | R307        | 211        | 57,790.97              | 76,573.01        | 95,280.80        | 2,222.73                | 2,945.12        | 3,664.65        | 27.78                | 36.81        | 45.81        |  |
| Water Systems Supervisor                        | G202        | 211        | 57,790.97              | 76,573.01        | 95,280.80        | 2,222.73                | 2,945.12        | 3,664.65        | 27.78                | 36.81        | 45.81        |  |
| Water/Wastewater Systems Supervisor             | G203        | 211        | 57,790.97              | 76,573.01        | 95,280.80        | 2,222.73                | 2,945.12        | 3,664.65        | 27.78                | 36.81        | 45.81        |  |
| Building Maintenance Supervisor                 | D204        | 212        | 62,992.14              | 83,464.60        | 103,937.04       | 2,422.77                | 3,210.18        | 3,997.58        | 30.28                | 40.13        | 49.97        |  |
| Electric Construction Supervisor                | I314        | 212        | 62,992.14              | 83,464.60        | 103,937.04       | 2,422.77                | 3,210.18        | 3,997.58        | 30.28                | 40.13        | 49.97        |  |
| Electric Tree Trimming Supervisor               | I315        | 212        | 62,992.14              | 83,464.60        | 103,937.04       | 2,422.77                | 3,210.18        | 3,997.58        | 30.28                | 40.13        | 49.97        |  |
| Fleet Service Manager                           | K211        | 212        | 62,992.14              | 83,464.60        | 103,937.04       | 2,422.77                | 3,210.18        | 3,997.58        | 30.28                | 40.13        | 49.97        |  |
| Housing Inspector/Maintenance Supervisor        | L202        | 212        | 62,992.14              | 83,464.60        | 103,937.04       | 2,422.77                | 3,210.18        | 3,997.58        | 30.28                | 40.13        | 49.97        |  |
| Right Of Way Agent                              | J204        | 212        | 62,992.14              | 83,464.60        | 103,937.04       | 2,422.77                | 3,210.18        | 3,997.58        | 30.28                | 40.13        | 49.97        |  |

*\*Italicized titles are previously approved titles, but currently inactive.*

**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 6/12/2023**

| Job Title                                     | Job Code    | Grade      | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |
|---|-------------|------------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|
|   |             |            | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |
| <b>Exempt</b>                                 |             |            |                        |                  |                  |                         |                 |                 |                      |              |              |
| <i>Accounting Supervisor*</i>                 | Y401        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Assistant Streets Superintendent              | R308        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Aviation Project Manager                      | B407        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Cemetery Maintenance Manager                  | D207        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| City Clerk                                    | A404        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Clearwater Artist Studio Coordinator          | E418        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Community Outreach Coordinator                | A408        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Construction Coordinator                      | E406        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Custodial Services Manager                    | D403        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Electric Systems Administration Manager       | I408        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Engineer Coordinator                          | J404        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Fire Administration Manager                   | F402        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| GIS Coordinator                               | T403        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Grounds Maintenance Manager                   | D210        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Human Resources Analyst                       | M403        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| <i>Human Resources Supervisor*</i>            | <i>M205</i> | <i>109</i> | <i>57,176.45</i>       | <i>75,758.79</i> | <i>94,341.16</i> | <i>2,199.09</i>         | <i>2,913.80</i> | <i>3,628.51</i> | <i>27.49</i>         | <i>36.42</i> | <i>45.36</i> |
| Parks & Recreation Coordinator                | O403        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Police Administration Manager                 | P219        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Solid Waste Administration Manager            | Q206        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Solid Waste Superintendent                    | Q203        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Staff Engineer                                | J405        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Transit ADA Coordinator                       | A202        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| <i>Transit Grants Compliance Coordinator*</i> | <i>A409</i> | <i>109</i> | <i>57,176.45</i>       | <i>75,758.79</i> | <i>94,341.16</i> | <i>2,199.09</i>         | <i>2,913.80</i> | <i>3,628.51</i> | <i>27.49</i>         | <i>36.42</i> | <i>45.36</i> |
| Transit Planner and Technology Coordinator    | A406        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Transportation Coordinator                    | R201        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Urban Forester                                | D213        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Utility Billing Manager                       | C410        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Water Resources Project Manager               | G210        | 109        | 57,176.45              | 75,758.79        | 94,341.16        | 2,199.09                | 2,913.80        | 3,628.51        | 27.49                | 36.42        | 45.36        |
| Code Enforcement Manager                      | P211        | 110        | 62,322.31              | 82,577.08        | 102,831.85       | 2,397.01                | 3,176.04        | 3,955.07        | 29.96                | 39.70        | 49.44        |
| Diversity, Equity & Inclusion Coordinator     | A412        | 110        | 62,322.31              | 82,577.08        | 102,831.85       | 2,397.01                | 3,176.04        | 3,955.07        | 29.96                | 39.70        | 49.44        |
| Federal Program Coordinator                   | E205        | 110        | 62,322.31              | 82,577.08        | 102,831.85       | 2,397.01                | 3,176.04        | 3,955.07        | 29.96                | 39.70        | 49.44        |
| GIS Administrator                             | T410        | 110        | 62,322.31              | 82,577.08        | 102,831.85       | 2,397.01                | 3,176.04        | 3,955.07        | 29.96                | 39.70        | 49.44        |
| GIS Supervisor                                | T406        | 110        | 62,322.31              | 82,577.08        | 102,831.85       | 2,397.01                | 3,176.04        | 3,955.07        | 29.96                | 39.70        | 49.44        |
| Laboratory Coordinator                        | G201        | 110        | 62,322.31              | 82,577.08        | 102,831.85       | 2,397.01                | 3,176.04        | 3,955.07        | 29.96                | 39.70        | 49.44        |
| Senior Budget Analyst                         | C419        | 110        | 62,322.31              | 82,577.08        | 102,831.85       | 2,397.01                | 3,176.04        | 3,955.07        | 29.96                | 39.70        | 49.44        |
| Senior GIS Coordinator                        | T411        | 110        | 62,322.31              | 82,577.08        | 102,831.85       | 2,397.01                | 3,176.04        | 3,955.07        | 29.96                | 39.70        | 49.44        |
| Senior Planner                                | E202        | 110        | 62,322.31              | 82,577.08        | 102,831.85       | 2,397.01                | 3,176.04        | 3,955.07        | 29.96                | 39.70        | 49.44        |
| Streets Superintendent                        | R301        | 110        | 62,322.31              | 82,577.08        | 102,831.85       | 2,397.01                | 3,176.04        | 3,955.07        | 29.96                | 39.70        | 49.44        |
| System Protection Superintendent              | G208        | 110        | 62,322.31              | 82,577.08        | 102,831.85       | 2,397.01                | 3,176.04        | 3,955.07        | 29.96                | 39.70        | 49.44        |
| Treatment Plant Supervisor                    | G206        | 110        | 62,322.31              | 82,577.08        | 102,831.85       | 2,397.01                | 3,176.04        | 3,955.07        | 29.96                | 39.70        | 49.44        |
| Water Resources Superintendent                | G405        | 110        | 62,322.31              | 82,577.08        | 102,831.85       | 2,397.01                | 3,176.04        | 3,955.07        | 29.96                | 39.70        | 49.44        |

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**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 6/12/2023**

| Job Title  | Job Code | Grade | Pay Structure - Annual |           |            | Pay Structure-Bi-Weekly |          |          | Pay Structure-Hourly |       |       |
|--|----------|-------|------------------------|-----------|------------|-------------------------|----------|----------|----------------------|-------|-------|
|  |          |       | Min                    | Mid       | Max        | Min                     | Mid      | Max      | Min                  | Mid   | Max   |
| <b>Exempt</b>  |          |       |                        |           |            |                         |          |          |                      |       |       |
| <i>Assistant Emergency Management Coordinator*</i>     | F212     | 111   | 67,931.33              | 90,009.02 | 112,086.72 | 2,612.74                | 3,461.89 | 4,311.03 | 32.66                | 43.27 | 53.89 |
| Building Systems & Services Manager                    | D203     | 111   | 67,931.33              | 90,009.02 | 112,086.72 | 2,612.74                | 3,461.89 | 4,311.03 | 32.66                | 43.27 | 53.89 |
| Electric Systems Coordinator I                         | I308     | 111   | 67,931.33              | 90,009.02 | 112,086.72 | 2,612.74                | 3,461.89 | 4,311.03 | 32.66                | 43.27 | 53.89 |
| Engineering Construction Manager                       | J406     | 111   | 67,931.33              | 90,009.02 | 112,086.72 | 2,612.74                | 3,461.89 | 4,311.03 | 32.66                | 43.27 | 53.89 |
| Facility Manager                                       | O410     | 111   | 67,931.33              | 90,009.02 | 112,086.72 | 2,612.74                | 3,461.89 | 4,311.03 | 32.66                | 43.27 | 53.89 |
| <i>Grants Program Administrator*</i>                   | C415     | 111   | 67,931.33              | 90,009.02 | 112,086.72 | 2,612.74                | 3,461.89 | 4,311.03 | 32.66                | 43.27 | 53.89 |
| Housing Manager  | L402     | 111   | 67,931.33              | 90,009.02 | 112,086.72 | 2,612.74                | 3,461.89 | 4,311.03 | 32.66                | 43.27 | 53.89 |
| HR Benefits Manager                                    | M407     | 111   | 67,931.33              | 90,009.02 | 112,086.72 | 2,612.74                | 3,461.89 | 4,311.03 | 32.66                | 43.27 | 53.89 |
| Surveyor/Real Estate Manager                           | J414     | 111   | 67,931.33              | 90,009.02 | 112,086.72 | 2,612.74                | 3,461.89 | 4,311.03 | 32.66                | 43.27 | 53.89 |
| Accounting Operations Manager                          | C412     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| Assistant City Attorney                                | N402     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| <i>Aviation Administrative and Properties Manager*</i> | B405     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| Aviation Operations Manager                            | B202     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| Communications Center Manager                          | H209     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| Community Development Manager                          | E415     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| Customer Service Manager                               | Z401     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| Design Manager   | E419     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| Development Review Manager                             | E411     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| Downtown Development Manager                           | E421     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| Electric Systems Coordinator II                        | I307     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| Electric Systems Special Project Manager               | I405     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| Network Manager  | H401     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| Planning and Development Manager                       | E410     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| Project Engineer                                       | J201     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| Public Affairs and Projects Manager                    | A403     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| <i>Tax Collector/Collections Manager*</i>              | C414     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| <i>Traffic Engineer*</i>                               | R205     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |
| Water Operations Manager                               | G404     | 112   | 74,724.48              | 99,009.91 | 123,295.37 | 2,874.02                | 3,808.07 | 4,742.13 | 35.93                | 47.60 | 59.28 |

\*Italicized titles are previously approved titles, but currently inactive.



**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 6/12/2023**

| Job Title   | Job Code | Grade | Pay Structure - Annual |            |            | Pay Structure-Bi-Weekly |          |          | Pay Structure-Hourly |       |       |
|---|----------|-------|------------------------|------------|------------|-------------------------|----------|----------|----------------------|-------|-------|
|   |          |       | Min                    | Mid        | Max        | Min                     | Mid      | Max      | Min                  | Mid   | Max   |
| <b>Exempt</b>                                       |          |       |                        |            |            |                         |          |          |                      |       |       |
| <i>Assistant Human Resources Director*</i>          | M402     | 113   | 82,196.91              | 108,910.93 | 135,624.91 | 3,161.42                | 4,188.88 | 5,216.34 | 39.52                | 52.36 | 65.20 |
| Aviation Assistant Director                         | B402     | 113   | 82,196.91              | 108,910.93 | 135,624.91 | 3,161.42                | 4,188.88 | 5,216.34 | 39.52                | 52.36 | 65.20 |
| Budget & Performance Manager                        | C403     | 113   | 82,196.91              | 108,910.93 | 135,624.91 | 3,161.42                | 4,188.88 | 5,216.34 | 39.52                | 52.36 | 65.20 |
| Communications Shop Operations Manager              | H208     | 113   | 82,196.91              | 108,910.93 | 135,624.91 | 3,161.42                | 4,188.88 | 5,216.34 | 39.52                | 52.36 | 65.20 |
| Economic Development Manager                        | E204     | 113   | 82,196.91              | 108,910.93 | 135,624.91 | 3,161.42                | 4,188.88 | 5,216.34 | 39.52                | 52.36 | 65.20 |
| Electrical Engineer                                 | I403     | 113   | 82,196.91              | 108,910.93 | 135,624.91 | 3,161.42                | 4,188.88 | 5,216.34 | 39.52                | 52.36 | 65.20 |
| Electric Systems Operations Manager                 | I407     | 113   | 82,196.91              | 108,910.93 | 135,624.91 | 3,161.42                | 4,188.88 | 5,216.34 | 39.52                | 52.36 | 65.20 |
| Emergency Management Coordinator                    | F202     | 113   | 82,196.91              | 108,910.93 | 135,624.91 | 3,161.42                | 4,188.88 | 5,216.34 | 39.52                | 52.36 | 65.20 |
| Engineering Manager                                 | J412     | 113   | 82,196.91              | 108,910.93 | 135,624.91 | 3,161.42                | 4,188.88 | 5,216.34 | 39.52                | 52.36 | 65.20 |
| Purchasing Manager                                  | C201     | 113   | 82,196.91              | 108,910.93 | 135,624.91 | 3,161.42                | 4,188.88 | 5,216.34 | 39.52                | 52.36 | 65.20 |
| Revenue Manager                                     | C416     | 113   | 82,196.91              | 108,910.93 | 135,624.91 | 3,161.42                | 4,188.88 | 5,216.34 | 39.52                | 52.36 | 65.20 |
| Safety, Health and Risk Manager                     | M201     | 113   | 82,196.91              | 108,910.93 | 135,624.91 | 3,161.42                | 4,188.88 | 5,216.34 | 39.52                | 52.36 | 65.20 |
| Transit Manager                                     | A301     | 113   | 82,196.91              | 108,910.93 | 135,624.91 | 3,161.42                | 4,188.88 | 5,216.34 | 39.52                | 52.36 | 65.20 |
| Deputy Building & Grounds Director                  | D214     | 114   | 90,416.60              | 119,802.02 | 149,187.40 | 3,477.56                | 4,607.77 | 5,737.98 | 43.47                | 57.60 | 71.72 |
| Deputy City Attorney                                | N405     | 114   | 90,416.60              | 119,802.02 | 149,187.40 | 3,477.56                | 4,607.77 | 5,737.98 | 43.47                | 57.60 | 71.72 |
| Deputy City Engineer                                | J402     | 114   | 90,416.60              | 119,802.02 | 149,187.40 | 3,477.56                | 4,607.77 | 5,737.98 | 43.47                | 57.60 | 71.72 |
| Deputy Director Planning & Neighborhood Development | E414     | 114   | 90,416.60              | 119,802.02 | 149,187.40 | 3,477.56                | 4,607.77 | 5,737.98 | 43.47                | 57.60 | 71.72 |
| Deputy Electric Systems Director                    | I404     | 114   | 90,416.60              | 119,802.02 | 149,187.40 | 3,477.56                | 4,607.77 | 5,737.98 | 43.47                | 57.60 | 71.72 |
| Deputy Human Resources Director                     | M406     | 114   | 90,416.60              | 119,802.02 | 149,187.40 | 3,477.56                | 4,607.77 | 5,737.98 | 43.47                | 57.60 | 71.72 |
| Deputy Parks & Recreation Director                  | O402     | 114   | 90,416.60              | 119,802.02 | 149,187.40 | 3,477.56                | 4,607.77 | 5,737.98 | 43.47                | 57.60 | 71.72 |
| Deputy Solid Waste & Recycling Director             | Q406     | 114   | 90,416.60              | 119,802.02 | 149,187.40 | 3,477.56                | 4,607.77 | 5,737.98 | 43.47                | 57.60 | 71.72 |
| Deputy Water Resource Director                      | G403     | 114   | 90,416.60              | 119,802.02 | 149,187.40 | 3,477.56                | 4,607.77 | 5,737.98 | 43.47                | 57.60 | 71.72 |
| Deputy Finance Director                             | C402     | 115   | 98,836.67              | 130,958.59 | 163,080.50 | 3,801.41                | 5,036.87 | 6,272.33 | 47.52                | 62.96 | 78.40 |
| Deputy Transportation Director                      | R402     | 115   | 98,836.67              | 130,958.59 | 163,080.50 | 3,801.41                | 5,036.87 | 6,272.33 | 47.52                | 62.96 | 78.40 |

\*Italicized titles are previously approved titles, but currently inactive.

**City of Concord, NC  
COMPENSATION PLAN GRADE ASSIGNMENTS - 6/12/2023**

| Job Title                                      | Job Code    | Grade     | Pay Structure - Annual |                   |                   | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |               |  |
|--|-------------|-----------|------------------------|-------------------|-------------------|-------------------------|-----------------|-----------------|----------------------|--------------|---------------|--|
|  |             |           | Min                    | Mid               | Max               | Min                     | Mid             | Max             | Min                  | Mid          | Max           |  |
| <b>Executive</b>                               |             |           |                        |                   |                   |                         |                 |                 |                      |              |               |  |
| Building & Grounds Director                    | D201        | I         | 100,813.39             | 133,577.74        | 166,342.10        | 3,877.44                | 5,137.61        | 6,397.77        | 48.47                | 64.22        | 79.97         |  |
| Communications Director                        | H201        | I         | 100,813.39             | 133,577.74        | 166,342.10        | 3,877.44                | 5,137.61        | 6,397.77        | 48.47                | 64.22        | 79.97         |  |
| Fleet Services Director                        | K204        | I         | 100,813.39             | 133,577.74        | 166,342.10        | 3,877.44                | 5,137.61        | 6,397.77        | 48.47                | 64.22        | 79.97         |  |
| Housing Director                               | L401        | I         | 100,813.39             | 133,577.74        | 166,342.10        | 3,877.44                | 5,137.61        | 6,397.77        | 48.47                | 64.22        | 79.97         |  |
| Aviation Director                              | B401        | II        | 107,870.33             | 142,928.20        | 177,986.05        | 4,148.86                | 5,497.24        | 6,845.62        | 51.86                | 68.72        | 85.57         |  |
| Human Resources Director                       | M401        | II        | 107,870.33             | 142,928.20        | 177,986.05        | 4,148.86                | 5,497.24        | 6,845.62        | 51.86                | 68.72        | 85.57         |  |
| Parks & Recreation Director                    | O401        | II        | 107,870.33             | 142,928.20        | 177,986.05        | 4,148.86                | 5,497.24        | 6,845.62        | 51.86                | 68.72        | 85.57         |  |
| Planning and Neighborhood Development Director | E412        | II        | 107,870.33             | 142,928.20        | 177,986.05        | 4,148.86                | 5,497.24        | 6,845.62        | 51.86                | 68.72        | 85.57         |  |
| Solid Waste Director                           | Q405        | II        | 107,870.33             | 142,928.20        | 177,986.05        | 4,148.86                | 5,497.24        | 6,845.62        | 51.86                | 68.72        | 85.57         |  |
| Transit Director                               | A410        | II        | 107,870.33             | 142,928.20        | 177,986.05        | 4,148.86                | 5,497.24        | 6,845.62        | 51.86                | 68.72        | 85.57         |  |
| Electric Systems Director                      | I401        | III       | 115,421.25             | 152,933.16        | 190,445.07        | 4,439.28                | 5,882.04        | 7,324.81        | 55.49                | 73.53        | 91.56         |  |
| Engineering Director                           | J401        | III       | 115,421.25             | 152,933.16        | 190,445.07        | 4,439.28                | 5,882.04        | 7,324.81        | 55.49                | 73.53        | 91.56         |  |
| Fire Chief                                     | F201        | III       | 115,421.25             | 152,933.16        | 190,445.07        | 4,439.28                | 5,882.04        | 7,324.81        | 55.49                | 73.53        | 91.56         |  |
| Police Chief                                   | P201        | III       | 115,421.25             | 152,933.16        | 190,445.07        | 4,439.28                | 5,882.04        | 7,324.81        | 55.49                | 73.53        | 91.56         |  |
| Transportation Director                        | R401        | III       | 115,421.25             | 152,933.16        | 190,445.07        | 4,439.28                | 5,882.04        | 7,324.81        | 55.49                | 73.53        | 91.56         |  |
| Water Resources Director                       | G401        | III       | 115,421.25             | 152,933.16        | 190,445.07        | 4,439.28                | 5,882.04        | 7,324.81        | 55.49                | 73.53        | 91.56         |  |
| Finance Director                               | C401        | IV        | 123,500.75             | 163,638.49        | 203,776.24        | 4,750.03                | 6,293.79        | 7,837.55        | 59.38                | 78.67        | 97.97         |  |
| Assistant City Manager                         | A401        | V         | 132,145.80             | 175,093.18        | 218,040.57        | 5,082.53                | 6,734.35        | 8,386.18        | 63.53                | 84.18        | 104.83        |  |
| <i>Deputy City Manager*</i>                    | <i>A402</i> | <i>VI</i> | <i>141,396.00</i>      | <i>187,349.70</i> | <i>233,303.40</i> | <i>5,438.31</i>         | <i>7,205.76</i> | <i>8,973.21</i> | <i>67.98</i>         | <i>90.07</i> | <i>112.17</i> |  |

\*Italicized titles are previously approved titles, but currently inactive.

| City of Concord, NC                                  |             |           |                        |                  |                  |                         |                 |                 |                      |              |              |
|--|-------------|-----------|------------------------|------------------|------------------|-------------------------|-----------------|-----------------|----------------------|--------------|--------------|
| COMPENSATION PLAN GRADE ASSIGNMENTS - 6/12/2023      |             |           |                        |                  |                  |                         |                 |                 |                      |              |              |
| Job Title  | Job Code    | Grade     | Pay Structure - Annual |                  |                  | Pay Structure-Bi-Weekly |                 |                 | Pay Structure-Hourly |              |              |
|  |             |           | Min                    | Mid              | Max              | Min                     | Mid             | Max             | Min                  | Mid          | Max          |
| <b>Fire</b>  |             |           |                        |                  |                  |                         |                 |                 |                      |              |              |
| Firefighter (2920.96 hours per year)                 | F304        | F1        | 39,830.21              | 51,779.28        | 63,728.35        | 1,531.93                | 1,991.51        | 2,451.09        | 13.64                | 17.73        | 21.82        |
| Fire Engineer (2920.96 hours per year)               | F305        | F2        | 45,953.07              | 58,590.16        | 71,383.40        | 1,767.43                | 2,253.47        | 2,745.52        | 15.73                | 20.06        | 24.44        |
| Logistics Officer I (2080 hours per year)            | F213        | F2        | 45,953.07              | 58,590.16        | 71,383.40        | 1,767.43                | 2,253.47        | 2,745.52        | 22.09                | 28.17        | 34.32        |
| <i>Senior Firefighter (2920.96 hours per year)**</i> | <i>F303</i> | <i>F3</i> | <i>45,953.07</i>       | <i>58,590.16</i> | <i>71,383.40</i> | <i>1,767.43</i>         | <i>2,253.47</i> | <i>2,745.52</i> | <i>15.73</i>         | <i>20.06</i> | <i>24.44</i> |
| Logistics Officer II (2080 hours per year)           | F208        | F4        | 49,541.87              | 63,800.17        | 78,058.48        | 1,905.46                | 2,453.85        | 3,002.25        | 23.82                | 30.67        | 37.53        |
| Fire Lieutenant (2920.96 hours per year)             | F306        | F4        | 49,541.87              | 63,800.17        | 78,058.48        | 1,905.46                | 2,453.85        | 3,002.25        | 16.96                | 21.84        | 26.72        |
| Assistant Fire Marshal (2080 hours per year)         | F206        | F5        | 54,590.95              | 70,911.58        | 87,232.19        | 2,099.65                | 2,727.37        | 3,355.08        | 26.25                | 34.09        | 41.94        |
| Deputy Fire Marshal (2080 hours per year)            | F210        | F6        | 61,174.40              | 81,170.71        | 101,167.00       | 2,352.86                | 3,121.95        | 3,891.04        | 29.41                | 39.02        | 48.64        |
| Fire Captain (2080 hours per year)                   | F211        | F6        | 61,174.40              | 81,170.71        | 101,167.00       | 2,352.86                | 3,121.95        | 3,891.04        | 29.41                | 39.02        | 48.64        |
| Fire Captain (2920.96 hours per year)                | F207        | F6        | 61,174.40              | 81,170.71        | 101,167.00       | 2,352.86                | 3,121.95        | 3,891.04        | 20.94                | 27.79        | 34.63        |
| Battalion Chief                                      | F301        | F7        | 70,828.43              | 92,076.96        | 116,866.91       | 2,724.17                | 3,541.42        | 4,494.88        | 34.05                | 44.27        | 56.19        |
| Division Chief                                       | F209        | F8        | 78,548.73              | 103,684.32       | 129,605.40       | 3,021.11                | 3,987.86        | 4,984.82        | 37.76                | 49.85        | 62.31        |
| Deputy Fire Chief                                    | F204        | F9        | 82,476.17              | 108,868.54       | 136,085.68       | 3,172.16                | 4,187.25        | 5,234.06        | 39.65                | 52.34        | 65.43        |
| <b>Police</b>  |             |           |                        |                  |                  |                         |                 |                 |                      |              |              |
| Police Officer (2229.84 hours per year)              | P206        | P1        | 43,887.76              | 58,809.11        | 73,730.45        | 1,687.99                | 2,261.89        | 2,835.79        | 19.68                | 26.37        | 33.07        |
| Master Police Officer (2229.84 hours per year)       | P208        | P2        | 50,027.02              | 63,871.36        | 77,715.70        | 1,924.12                | 2,456.59        | 2,989.07        | 22.44                | 28.64        | 34.85        |
| Police Sergeant (2229.84 hours per year)             | P205        | P3        | 58,995.12              | 80,081.07        | 101,167.00       | 2,269.04                | 3,080.04        | 3,891.04        | 26.46                | 35.91        | 45.37        |
| Police Lieutenant                                    | P217        | P4        | 62,322.31              | 85,069.97        | 107,194.38       | 2,397.01                | 3,271.92        | 4,122.86        | 29.96                | 40.90        | 51.54        |
| Police Captain                                       | P204        | P5        | 64,024.44              | 88,284.17        | 112,543.91       | 2,462.48                | 3,395.55        | 4,328.61        | 30.78                | 42.44        | 54.11        |
| Police Major   | P203        | P6        | 78,520.72              | 101,221.14       | 123,921.56       | 3,020.03                | 3,893.12        | 4,766.21        | 37.75                | 48.66        | 59.58        |
| Deputy Police Chief                                  | P202        | P7        | 82,157.05              | 112,650.45       | 143,143.89       | 3,159.89                | 4,332.71        | 5,505.53        | 39.50                | 54.16        | 68.82        |

Note: Fire Grade F3 is no longer an available grade and will not be utilized in determining promotion{demotion} increases{decreases}.

\*Italicized titles are previously approved titles, but currently inactive.

| City of Concord, NC                            |          |               |             |
|--|----------|---------------|-------------|
| COMPENSATION PLAN GRADE ASSIGNMENT - 6/12/2023 |          |               |             |
| SEASONAL - PARKS & RECREATION                  |          |               |             |
| Job Title                                      | Job Code | Pay Structure |             |
|  |          | Grade         | Hourly Rate |
| Admissions/Concessions                         | O204     | S1            | 11.29-13.81 |
| Arts & Crafts Instructor                       | O205     | S1            | 11.29-13.81 |
| Lifeguard                                      | O206     | S1            | 11.29-13.81 |
| Playground Leader                              | O207     | S1            | 11.29-13.81 |
| Playground Rover                               | O208     | S1            | 11.29-13.81 |
| Swim Instructor                                | O209     | S1            | 11.29-13.81 |
| Head Playground Leader                         | O210     | S2            | 12.54-15.06 |
| Pool Custodian                                 | O211     | S2            | 12.54-15.06 |
| Assistant Manager of Programs                  | O212     | S3            | 15.06-16.30 |
| Assistant Manager of Operations - Aquatics     | O213     | S3            | 15.06-16.30 |
| Bus Driver                                     | O201     | S3            | 15.06-16.30 |
| Aquatics Manager                               | O214     | S4            | 16.30-18.82 |
| Playground Director                            | O215     | S4            | 16.30-18.82 |

| City of Concord, NC                            |          |               |             |
|--|----------|---------------|-------------|
| COMPENSATION PLAN GRADE ASSIGNMENT - 6/12/2023 |          |               |             |
| SEASONAL - POLICE                              |          |               |             |
| Job Title                                      | Job Code | Pay Structure |             |
|  |          | Grade         | Hourly Rate |
| School Crossing Guards                         | P200     | S5            | 12.30-14.74 |

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

|                  |            |
|------------------|------------|
| 2021 BUDGET YEAR | 198,213.50 |
| 2020             | 12,934.33  |
| 2019             | 1,301.92   |
| 2018             | 381.14     |
| 2017             | 394.86     |
| 2016             | 276.13     |
| 2015             | 232.90     |
| 2014             | 242.67     |
| 2013             | 243.19     |
| 2012             | 243.73     |
| Prior Years      | 279.41     |
| Interest         | 11,408.86  |
| Refunds          |            |
|                  | <hr/>      |
|                  | 226,152.64 |

**Vehicle Tax Receipts- County**

|                    |            |
|--------------------|------------|
| 2021 BUDGET YEAR   | 490,448.60 |
| 2020               |            |
| 2019               |            |
| 2018               |            |
| 2017               |            |
| 2016               |            |
| 2015               |            |
| Prior Years        |            |
| Penalty & Interest | 5,366.38   |
| Refunds            |            |
|                    | <hr/>      |
|                    | 495,814.98 |

**Fire District Tax - County**

|                  |          |
|------------------|----------|
| 2021 BUDGET YEAR | 4,448.03 |
|------------------|----------|

Less: Collection Fee from County

|                                   |            |
|-----------------------------------|------------|
| <b>Net Ad Valorem Collections</b> | <hr/>      |
|                                   | 726,415.65 |

|  |            |
|--|------------|
| 423:Vehicle Tag Fee-Transportation Impr Fund | 37,090.35  |
| 100:Vehicle Tag Fee                          | 150,609.30 |
| 292:Vehicle Tag Fee-Transportation Fund      | 37,090.35  |
| Less Collection Fee - Transit                |            |
| <b>Net Vehicle Tag Collection</b>            | <hr/>      |
|  | 224,790.00 |

|                                |          |
|--------------------------------|----------|
| Privilege License              | 4,890.00 |
| Prepaid Privilege Licenses     |          |
| Privilege License interest     | 57.50    |
| <b>Total Privilege License</b> | <hr/>    |
|                                | 4,947.50 |

|                                   |           |
|-----------------------------------|-----------|
| Oakwood Cemetery current          | 1,250.00  |
| Oakwood Cemetery endowment        | 2,200.00  |
| Rutherford Cemetery current       | 2,566.68  |
| Rutherford Cemetery endowment     | 933.32    |
| West Concord Cemetery current     | 3,325.00  |
| West Concord Cemetery endowment   | 1,400.00  |
| <b>Total Cemetery Collections</b> | <hr/>     |
|                                   | 11,675.00 |

|                          |               |
|--------------------------|---------------|
| <b>Total Collections</b> | <hr/>         |
|                          | \$ 967,828.15 |

|  |                 |
|--|-----------------|
| <b>Current Year</b>                    |                 |
| <b>Original Scroll</b>                 |                 |
| Levy                                   |                 |
| Penalty                                |                 |
| Adjustments                            |                 |
| Public Service                         |                 |
| Levy                                   |                 |
| Penalty                                |                 |
| Discoveries/Annex                      | 2,957.48        |
| Discovery Penalty                      | 535.55          |
| <b>Total Amount Invoiced - Monthly</b> | <u>3,493.03</u> |
| <b>Total Amount Invoiced - YTD</b>     | 65,489,551.78   |

|                                   |               |
|-----------------------------------|---------------|
| <b>Current Year</b>               |               |
| <b>Less Abatements (Releases)</b> |               |
| Real                              | 493.77        |
| Personal                          |               |
| Discovery                         |               |
| Penalty - all                     |               |
| <b>Total Abatements</b>           | <u>493.77</u> |

|   |               |
|---|---------------|
| <b>Adjusted Amount Invoiced - monthly</b> | 2,999.26      |
| <b>Adjusted Amount Invoiced - YTD</b>     | 65,381,274.93 |

|  |                   |
|--|-------------------|
| Current Levy Collected                 | 198,213.50        |
| Levy Collected from previous years     | 16,530.28         |
| Penalties & Interest Collected         | 11,408.86         |
| Current Month Write Off - Debit/Credit | -                 |
| <b>Total Monthly Collected</b>         | <u>226,152.64</u> |
| <b>Total Collected - YTD</b>           | 65,285,757.93     |

**Total Collected - net current levy -YTD** 64,859,955.96

Percentage of Collected -current levy 99.20%

Amount Uncollected - current year levy 521,318.97

Percentage of Uncollected - current levy 0.80%

100.00%

**CITY OF CONCORD**

**Summary of Releases, Refunds and Discoveries for the Month of April 2022**

| <b>RELEASES</b>  |    |               |
|------------------|----|---------------|
| CITY OF CONCORD  | \$ | <b>493.77</b> |
| CONCORD DOWNTOWN | \$ | -             |

| <b>REFUNDS</b>   |    |                 |
|------------------|----|-----------------|
| CITY OF CONCORD  | \$ | <b>9,875.28</b> |
| CONCORD DOWNTOWN | \$ | -               |

| <b>DISCOVERIES</b> |               |                |                |        |                    |                  |  |
|--------------------|---------------|----------------|----------------|--------|--------------------|------------------|--|
| CITY OF CONCORD    |               |                |                |        |                    |                  |  |
| TaxYear            | Real          | Personal       | Total          | Rate   | Calculated         | Penalties        |  |
| 2017               | 0             | 9,189          | 9,189          | 0.0048 | 44.11              | 22.06            |  |
| 2018               | 0             | 6,602          | 6,602          | 0.0048 | 31.69              | 12.68            |  |
| 2019               | 0             | 5,339          | 5,339          | 0.0048 | 25.63              | 7.69             |  |
| 2020               | 0             | 34,357         | 34,357         | 0.0048 | 164.91             | 40.60            |  |
| 2021               | 38,675        | 521,980        | 560,655        | 0.0048 | 2,691.14           | 452.52           |  |
| 2022               | 0             | 0              | 0              | 0.0048 | 0.00               | 0.00             |  |
| <b>Total</b>       | <b>38,675</b> | <b>577,467</b> | <b>616,142</b> |        | <b>\$ 2,957.48</b> | <b>\$ 535.55</b> |  |
| DOWNTOWN           |               |                |                |        |                    |                  |  |
| TaxYear            | Real          | Personal       | Total          | Rate   | Calculated         | Penalties        |  |
| 2017               | 0             | 0              | 0              | 0.0023 | 0.00               | 0.00             |  |
| 2018               | 0             | 0              | 0              | 0.0023 | 0.00               | 0.00             |  |
| 2019               | 0             | 0              | 0              | 0.0023 | 0.00               | 0.00             |  |
| 2020               | 0             | 0              | 0              | 0.0023 | 0.00               | 0.00             |  |
| 2021               | 0             | 0              | 0              | 0.0023 | 0.00               | 0.00             |  |
| <b>Total</b>       | <b>0</b>      | <b>0</b>       | <b>0</b>       |        | <b>\$ -</b>        | <b>\$ -</b>      |  |

City of Concord  
Portfolio Holdings  
Monthly Investments to Council  
Report Format: By CUSIP / Ticker  
Group By: Security Type  
Average By: Cost Value  
Portfolio / Report Group: All Portfolios  
As of 4/30/2022

| Description                           | CUSIP/Ticker | Face Amount/Shares | Cost Value     | Maturity Date | YTM @ Cost | % of Portfolio | Settlement Date | Cost Price | Days To Maturity |
|---------------------------------------|--------------|--------------------|----------------|---------------|------------|----------------|-----------------|------------|------------------|
| <b>Commercial Paper</b>               |              |                    |                |               |            |                |                 |            |                  |
| CP BANCO DE CHILE 0 6/1/2022          | 05952TF16    | 5,000,000.00       | 4,993,369.44   | 6/1/2022      | 0.220      | 1.26           | N/A             | 99.867389  | 32               |
| CP BAQUE ET CAISSE EPARGNE 0 5/2/2022 | 0667K1E23    | 5,000,000.00       | 4,995,955.56   | 5/2/2022      | 0.130      | 1.27           | N/A             | 99.919111  | 2                |
| CP CHARLOTTE MECK HOSP 0 6/22/2022    | 16085KFN4    | 5,000,000.00       | 4,995,550.00   | 6/22/2022     | 0.120      | 1.27           | N/A             | 99.911     | 53               |
| CP CREDIT SUISSE 0 8/19/2022          | 2254EBHK0    | 5,000,000.00       | 4,988,000.00   | 8/19/2022     | 0.321      | 1.26           | N/A             | 99.76      | 111              |
| CP ING US FUNDING LLC 0 6/10/2022     | 4497W1FA9    | 5,000,000.00       | 4,993,427.78   | 6/10/2022     | 0.260      | 1.26           | N/A             | 99.868556  | 41               |
| CP ING US FUNDING LLC 0 9/21/2022     | 4497W1JM9    | 5,000,000.00       | 4,981,743.06   | 9/21/2022     | 0.552      | 1.26           | N/A             | 99.634861  | 144              |
| CP JP MORGAN SECURITIES 0 10/25/2022  | 46640QKR1    | 5,000,000.00       | 4,965,912.50   | 10/25/2022    | 1.017      | 1.26           | N/A             | 99.31825   | 178              |
| CP LEXINGTON PARKER 0 8/3/2022        | 52953BH30    | 5,000,000.00       | 4,979,575.00   | 8/3/2022      | 1.295      | 1.26           | N/A             | 99.5915    | 95               |
| CP LLOYDS BANK CORP 0 5/31/2022       | 53948BEX3    | 5,000,000.00       | 4,994,422.22   | 5/31/2022     | 0.160      | 1.26           | N/A             | 99.888444  | 31               |
| CP LMA S A DISC CP 0 7/11/2022        | 53944RGB8    | 5,000,000.00       | 4,990,605.56   | 7/11/2022     | 0.381      | 1.26           | N/A             | 99.812111  | 72               |
| CP MOUNTCLIFF 0 7/20/2022             | 62455BGL3    | 5,000,000.00       | 4,990,200.00   | 7/20/2022     | 0.281      | 1.26           | N/A             | 99.804     | 81               |
| CP NATIXIS 0 5/24/2022                | 63873KEQ6    | 5,000,000.00       | 4,994,923.60   | 5/24/2022     | 0.170      | 1.26           | N/A             | 99.898472  | 24               |
| CP NATIXIS 0 8/31/2022                | 63873KHX8    | 5,000,000.00       | 4,987,020.83   | 8/31/2022     | 0.351      | 1.26           | N/A             | 99.740417  | 123              |
| CP SALVATION ARMY 0 9/2/2022          | 79583TJ22    | 5,000,000.00       | 4,990,286.11   | 9/2/2022      | 0.261      | 1.26           | N/A             | 99.805722  | 125              |
| CP SSM HEALTH CARE CORP 0 5/23/2022   | 78470XEP5    | 5,000,000.00       | 4,994,361.10   | 5/23/2022     | 0.581      | 1.26           | N/A             | 99.887222  | 23               |
| CP TORONTO DOM BK0 7/19/2022          | 89119BGK6    | 5,000,000.00       | 4,983,727.78   | 7/19/2022     | 1.013      | 1.26           | N/A             | 99.674556  | 80               |
| CP TOYOTA MTR CR CORP 0 11/10/2022    | 89233HLA0    | 5,000,000.00       | 4,959,950.00   | 11/10/2022    | 1.089      | 1.26           | N/A             | 99.199     | 194              |
| Sub Total / Average Commercial Paper  |              | 85,000,000.00      | 84,779,030.54  |               | 0.482      | 21.47          |                 | 99.74044   | 83               |
| <b>FFCB Bond</b>                      |              |                    |                |               |            |                |                 |            |                  |
| FFCB 0.14 5/18/2023-21                | 3133EMZP0    | 5,000,000.00       | 4,997,000.00   | 5/18/2023     | 0.170      | 1.27           | N/A             | 99.94      | 383              |
| FFCB 0.19 9/22/2023-21                | 3133EMLE0    | 5,000,000.00       | 5,000,000.00   | 9/22/2023     | 0.190      | 1.27           | N/A             | 100        | 510              |
| FFCB 0.23 1/19/2024                   | 3133EMNG3    | 5,000,000.00       | 4,997,850.00   | 1/19/2024     | 0.244      | 1.27           | N/A             | 99.957     | 629              |
| FFCB 0.25 3/1/2024-21                 | 3133EMSD5    | 5,000,000.00       | 4,990,000.00   | 3/1/2024      | 0.317      | 1.26           | N/A             | 99.8       | 671              |
| FFCB 0.31 11/30/2023-21               | 3133EMHL9    | 5,000,000.00       | 5,000,000.00   | 11/30/2023    | 0.310      | 1.27           | N/A             | 100        | 579              |
| FFCB 0.32 8/10/2023-21                | 3133EL3E2    | 5,000,000.00       | 5,000,000.00   | 8/10/2023     | 0.320      | 1.27           | N/A             | 100        | 467              |
| FFCB 0.33 4/5/2024-22                 | 3133EMVD1    | 3,470,000.00       | 3,467,918.00   | 4/5/2024      | 0.354      | 0.88           | N/A             | 99.94      | 706              |
| FFCB 0.43 9/10/2024-20                | 3133EL6V1    | 5,000,000.00       | 5,000,000.00   | 9/10/2024     | 0.430      | 1.27           | N/A             | 100        | 864              |
| FFCB 0.46 8/19/2024-21                | 3133EM2U5    | 5,000,000.00       | 5,000,000.00   | 8/19/2024     | 0.460      | 1.27           | N/A             | 100        | 842              |
| FFCB 0.53 9/29/2025-21                | 3133EMBH4    | 5,000,000.00       | 5,000,000.00   | 9/29/2025     | 0.530      | 1.27           | N/A             | 100        | 1,248            |
| FFCB 0.625 6/16/2026-21               | 3133EMKV3    | 5,000,000.00       | 5,000,000.00   | 6/16/2026     | 0.625      | 1.27           | N/A             | 100        | 1,508            |
| FFCB 0.63 10/21/2024-22               | 3133ENBM1    | 4,189,000.00       | 4,172,244.00   | 10/21/2024    | 0.768      | 1.06           | N/A             | 99.6       | 905              |
| FFCB 0.71 4/21/2025-22                | 3133EMWH1    | 5,000,000.00       | 5,000,000.00   | 4/21/2025     | 0.710      | 1.27           | N/A             | 100        | 1,087            |
| FFCB 0.94 9/28/2026-22                | 3133EM6E7    | 5,000,000.00       | 5,000,000.00   | 9/28/2026     | 0.940      | 1.27           | N/A             | 100        | 1,612            |
| FFCB 0.97 12/9/2024-22                | 3133ENGN4    | 5,000,000.00       | 5,000,000.00   | 12/9/2024     | 0.970      | 1.27           | N/A             | 100        | 954              |
| FFCB 1.04 1/25/2029-22                | 3133EMNL2    | 5,000,000.00       | 4,986,250.00   | 1/25/2029     | 1.076      | 1.26           | N/A             | 99.725     | 2,462            |
| FFCB 1.21 12/22/2025-22               | 3133ENHU7    | 5,000,000.00       | 5,000,000.00   | 12/22/2025    | 1.210      | 1.27           | N/A             | 100        | 1,332            |
| FFCB 1.4 3/10/2028-22                 | 3133EMSW3    | 5,000,000.00       | 5,000,000.00   | 3/10/2028     | 1.400      | 1.27           | N/A             | 100        | 2,141            |
| FFCB 1.5 3/23/2028-22                 | 3133EMUB6    | 5,000,000.00       | 5,000,000.00   | 3/23/2028     | 1.500      | 1.27           | N/A             | 100        | 2,154            |
| FFCB 1.55 3/15/2029-22                | 3133EMSX1    | 5,000,000.00       | 4,960,000.00   | 3/15/2029     | 1.658      | 1.26           | N/A             | 99.2       | 2,511            |
| FFCB 1.55 3/30/2027-23                | 3133ELUN2    | 5,000,000.00       | 5,000,000.00   | 3/30/2027     | 1.550      | 1.27           | N/A             | 100        | 1,795            |
| Sub Total / Average FFCB Bond         |              | 102,659,000.00     | 102,571,262.00 |               | 0.755      | 25.98          |                 | 99.914899  | 1,217            |
| <b>FHLB Bond</b>                      |              |                    |                |               |            |                |                 |            |                  |
| FHLB 0.22 10/5/2023-21                | 3130AKAF3    | 5,000,000.00       | 4,992,500.00   | 10/5/2023     | 0.270      | 1.26           | N/A             | 99.85      | 523              |
| FHLB 0.3 11/27/2023-21                | 3130AKGL4    | 5,000,000.00       | 5,000,000.00   | 11/27/2023    | 0.300      | 1.27           | N/A             | 100        | 576              |
| FHLB 0.3 2/9/2024-21                  | 3130AMHP0    | 5,000,000.00       | 5,000,000.00   | 2/9/2024      | 0.300      | 1.27           | N/A             | 100        | 650              |
| FHLB 0.3 9/29/2023-21                 | 3130AK3S3    | 5,000,000.00       | 5,000,000.00   | 9/29/2023     | 0.300      | 1.27           | N/A             | 100        | 517              |



|  |           |                |                |            |       |       |     |            |       |
|--|-----------|----------------|----------------|------------|-------|-------|-----|------------|-------|
| FHLB 0.375 5/24/2024-21                              | 3130AMPB2 | 5,000,000.00   | 5,000,000.00   | 5/24/2024  | 0.375 | 1.27  | N/A | 100        | 755   |
| FHLB 0.4 5/24/2024-21                                | 3130AMEP3 | 5,000,000.00   | 5,000,000.00   | 5/24/2024  | 0.400 | 1.27  | N/A | 100        | 755   |
| FHLB 0.4 6/7/2024-21                                 | 3130AMKX9 | 5,000,000.00   | 5,000,000.00   | 6/7/2024   | 0.400 | 1.27  | N/A | 100        | 769   |
| FHLB 0.4 7/15/2025-21                                | 3130AKM29 | 5,000,000.00   | 4,999,000.00   | 7/15/2025  | 0.405 | 1.27  | N/A | 99.98      | 1,172 |
| FHLB 0.45 4/29/2024-21                               | 3130ALYE8 | 5,000,000.00   | 5,000,000.00   | 4/29/2024  | 0.450 | 1.27  | N/A | 100        | 730   |
| FHLB 0.45 8/27/2024-20                               | 3130AJZH5 | 5,000,000.00   | 5,000,000.00   | 8/27/2024  | 0.450 | 1.27  | N/A | 100        | 850   |
| FHLB 0.5 10/20/2025-21                               | 3130AKNK8 | 5,000,000.00   | 4,999,000.00   | 10/20/2025 | 0.504 | 1.27  | N/A | 99.98      | 1,269 |
| FHLB 0.5 7/15/2024-21                                | 3130AMXL1 | 5,000,000.00   | 5,000,000.00   | 7/15/2024  | 0.500 | 1.27  | N/A | 100        | 807   |
| FHLB 0.5 7/29/2024-21                                | 3130ANCU2 | 5,000,000.00   | 5,000,000.00   | 7/29/2024  | 0.500 | 1.27  | N/A | 100        | 821   |
| FHLB 0.53 2/17/2026-21                               | 3130AKWS1 | 5,000,000.00   | 4,995,000.00   | 2/17/2026  | 0.550 | 1.26  | N/A | 99.9       | 1,389 |
| FHLB 0.8 3/10/2026-21                                | 3130ALFS8 | 5,000,000.00   | 5,000,000.00   | 3/10/2026  | 0.800 | 1.27  | N/A | 100        | 1,410 |
| FHLB 0.825 8/17/2027-21                              | 3130AJXH7 | 5,000,000.00   | 4,986,250.00   | 8/17/2027  | 0.866 | 1.26  | N/A | 99.725     | 1,935 |
| FHLB 1.27 1/27/2025-23                               | 3130AQMJ9 | 5,000,000.00   | 5,000,000.00   | 1/27/2025  | 1.270 | 1.27  | N/A | 100        | 1,003 |
| FHLB 2.32 11/1/2029-22                               | 3130AHEU3 | 5,000,000.00   | 5,000,000.00   | 11/1/2029  | 2.320 | 1.27  | N/A | 100        | 2,742 |
| FHLB 2.5 2/13/2024                                   | 3130AFW94 | 520,000.00     | 554,662.30     | 2/13/2024  | 0.225 | 0.14  | N/A | 106.665827 | 654   |
| FHLB Step 1/29/2026-21                               | 3130AKRA6 | 5,000,000.00   | 5,000,000.00   | 1/29/2026  | 1.002 | 1.27  | N/A | 100        | 1,370 |
| FHLB Step 12/30/2025-21                              | 3130AKLH7 | 5,000,000.00   | 5,000,000.00   | 12/30/2025 | 0.636 | 1.27  | N/A | 100        | 1,340 |
| FHLB Step 4/29/2026-21                               | 3130ALZA5 | 5,000,000.00   | 5,000,000.00   | 4/29/2026  | 1.432 | 1.27  | N/A | 100        | 1,460 |
| Sub Total / Average FHLB Bond                        |           | 105,520,000.00 | 105,526,412.30 |            | 0.666 | 26.72 |     | 100.008318 | 1,085 |
| FHLMC Bond   |           |                |                |            |       |       |     |            |       |
| FHLMC 0.25 6/26/2023                                 | 3137EAES4 | 3,220,000.00   | 3,219,567.60   | 6/26/2023  | 0.254 | 0.82  | N/A | 99.986726  | 422   |
| FHLMC 0.25 9/8/2023                                  | 3137EAEW5 | 2,120,000.00   | 2,120,844.05   | 9/8/2023   | 0.236 | 0.54  | N/A | 100.039854 | 496   |
| FHLMC 0.3 12/14/2023-21                              | 3134GXEW0 | 5,000,000.00   | 5,000,000.00   | 12/14/2023 | 0.300 | 1.27  | N/A | 100        | 593   |
| FHLMC 0.375 4/20/2023                                | 3137EAEQ8 | 1,290,000.00   | 1,291,301.24   | 4/20/2023  | 0.341 | 0.33  | N/A | 100.100871 | 355   |
| FHLMC 0.45 7/29/2024-22                              | 3134GWFS0 | 2,250,000.00   | 2,250,000.00   | 7/29/2024  | 0.450 | 0.57  | N/A | 100        | 821   |
| FHLMC 0.8 7/14/2026-21                               | 3134GV5T1 | 5,000,000.00   | 5,000,000.00   | 7/14/2026  | 0.800 | 1.27  | N/A | 100        | 1,536 |
| FHLMC 1.5 2/12/2025                                  | 3137EAEP0 | 1,305,000.00   | 1,296,987.51   | 2/12/2025  | 1.715 | 0.33  | N/A | 99.386016  | 1,019 |
| 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    | 415   |
| Sub Total / Average FHLMC Bond                       |           | 21,410,000.00  | 21,496,665.65  |            | 0.503 | 5.44  |     | 100.436242 | 802   |
| FNMA Bond  |           |                |                |            |       |       |     |            |       |
| FNMA 0.25 11/27/2023                                 | 3135G06H1 | 3,705,000.00   | 3,707,833.90   | 11/27/2023 | 0.223 | 0.94  | N/A | 100.076557 | 576   |
| FNMA 0.28 12/29/2023-21                              | 3135GABN0 | 5,000,000.00   | 5,000,000.00   | 12/29/2023 | 0.280 | 1.27  | N/A | 100        | 608   |
| FNMA 0.3 10/27/2023-21                               | 3136G46A6 | 5,000,000.00   | 5,000,000.00   | 10/27/2023 | 0.300 | 1.27  | N/A | 100        | 545   |
| FNMA 0.3 8/10/2023-22                                | 3135G05R0 | 4,000,000.00   | 3,973,000.00   | 8/10/2023  | 0.731 | 1.01  | N/A | 99.325     | 467   |
| FNMA 0.31 8/17/2023-22                               | 3136G4K51 | 5,000,000.00   | 5,000,000.00   | 8/17/2023  | 0.310 | 1.27  | N/A | 100        | 474   |
| FNMA 0.455 8/27/2024-21                              | 3136G4Y72 | 5,000,000.00   | 5,000,000.00   | 8/27/2024  | 0.455 | 1.27  | N/A | 100        | 850   |
| FNMA 0.5 12/16/2024-21                               | 3135G06M0 | 5,000,000.00   | 4,989,850.00   | 12/16/2024 | 0.560 | 1.26  | N/A | 99.797     | 961   |
| FNMA 0.55 8/19/2025-22                               | 3136G4H63 | 5,000,000.00   | 5,000,000.00   | 8/19/2025  | 0.550 | 1.27  | N/A | 100        | 1,207 |
| FNMA 0.58 8/25/2025-22                               | 3136G4J20 | 5,000,000.00   | 5,000,000.00   | 8/25/2025  | 0.580 | 1.27  | N/A | 100        | 1,213 |
| FNMA 0.7 7/14/2025-21                                | 3136G4YH0 | 5,000,000.00   | 5,000,000.00   | 7/14/2025  | 0.700 | 1.27  | N/A | 100        | 1,171 |
| FNMA 0.73 10/29/2026-21                              | 3136G46F5 | 5,000,000.00   | 5,000,000.00   | 10/29/2026 | 0.730 | 1.27  | N/A | 100        | 1,643 |
| FNMA 0.8 11/4/2027-22                                | 3135GA2L4 | 5,000,000.00   | 5,000,000.00   | 11/4/2027  | 0.800 | 1.27  | N/A | 100        | 2,014 |
| 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 | 983   |
| 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 | 899   |
| FNMA 1.75 7/2/2024                                   | 3135G0V75 | 1,510,000.00   | 1,571,618.47   | 7/2/2024   | 0.361 | 0.40  | N/A | 104.080727 | 794   |
| FNMA 2 10/5/2022                                     | 3135G0T78 | 305,000.00     | 308,721.00     | 10/5/2022  | 1.543 | 0.08  | N/A | 101.22     | 158   |
| FNMA 2.375 1/19/2023                                 | 3135G0T94 | 1,820,000.00   | 1,884,180.01   | 1/19/2023  | 1.134 | 0.48  | N/A | 103.531596 | 264   |
| 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    | 646   |
| 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     | 500   |
| Sub Total / Average FNMA Bond                        |           | 67,445,000.00  | 67,816,349.52  |            | 0.537 | 17.17 |     | 100.578149 | 946   |
| Local Government Investment Pool                     |           |                |                |            |       |       |     |            |       |
| NCCMT LGIP   | NCCMT599  | 78,814.56      | 78,814.56      | N/A        | 0.230 | 0.02  | N/A | 100        | 1     |
| NCCMT LGIP   | NCCMT481  | 2,313,033.41   | 2,313,033.41   | N/A        | 0.230 | 0.59  | N/A | 100        | 1     |
| NCCMT LGIP   | NCCMT271  | 127,301.20     | 127,301.20     | N/A        | 0.230 | 0.03  | N/A | 100        | 1     |
| Sub Total / Average Local Government Investment Pool |           | 2,519,149.17   | 2,519,149.17   |            | 0.230 | 0.64  |     | 100        | 1     |
| Money Market   |           |                |                |            |       |       |     |            |       |
| PINNACLE BANK MM                                     | PINNACLE  | 10,156,143.85  | 10,156,143.85  | N/A        | 0.080 | 2.57  | N/A | 100        | 1     |

|                                  |  |                |                |  |       |      |  |            |     |
|----------------------------------|--|----------------|----------------|--|-------|------|--|------------|-----|
| Sub Total / Average Money Market |  | 10,156,143.85  | 10,156,143.85  |  | 0.080 | 2.57 |  | 100        | 1   |
| Total / Average                  |  | 394,709,293.02 | 394,865,013.03 |  | 0.601 | 100  |  | 100.047432 | 830 |