



City Council Agenda

Thursday, November 10, 2022

6:00 PM

35 Cabarrus Avenue, W, Concord NC 28025

Cell phones are to be turned off or placed on vibrate during the meeting. Please exit the Council Chambers before using your cell phone.

The agenda is prepared and distributed on Friday preceding the meeting to Council and news media. A work session is then held on the Tuesday preceding the regular meeting at 4:00 pm.

I. Call to Order

II. Pledge of Allegiance and Moment of Silent Prayer

III. Approval of Minutes

September 20, October 11 and October 13, 2022.

IV. Presentations

- 1. Presentation of a Retirement Plaque to Dawn Simpson for over 26 years of service with the City of Concord Parks and Recreation Department.** Dawn Simpson has been a dedicated employee of the City of Concord Parks & Recreation Department for over 26 years. Beginning as a Parks & Recreation Summer Playground camp counselor at the age of 16 and is now retiring as the Athletic Coordinator.
- 2. Recognition of Camden Ramsey as the recipient of the NC Firefighter of the year 2022.** This award was presented to Camden in Raleigh at the NC firefighters conference. Camden is the first and only member of the Concord Fire Department to receive this award.
- 3. Recognition of Sonya Bost as the recipient of 2022 NAACP Presidents Award.** Fire Department employee, Sonya Bost, received recognition by the Cabarrus County NAACP. Sonya is the only African American serving in the Fire Department administration and currently holds the rank of Fire Administration Manager. Sonya is a natural leader and someone we all look to for guidance and direction. Her duties include managing the administrative support staff in the front office, networking with local community groups and representing the Fire Department at City and community events. Sonya excels in her duties and has a phenomenal reputation within the Fire Department, the City and the community.
- 4. Recognition of Water Treatment Plant Operator, Tena Mullis, as the North Carolina "A-Surface Operator of the Year".** Tena Mullis was recently named "A-Surface Operator of the Year" by the North Carolina Water Works Operators Association (NCWOA) for 2022. This is the most prestigious award given to operators in the state of North Carolina and is great recognition for all of the hard work and dedication that Tena puts into Coddle Creek Water Plant as well as serving her community. Tena has worked at the Coddle Creek Water Plant for 15 years and currently possess an A-Surface Water Treatment Certification for North Carolina. Tena's dedication for water treatment and strong work ethic enable her to keep all of the water treatment processes optimized at all times, ensuring that the highest quality water possible is being produced for our customers and the citizens of Concord at the lowest cost possible. Tena is an important team player who unselfishly shares her many years of knowledge of treating water from Lake Howell with all of her coworkers and she has played a major role in mentoring every single operator currently working at the plant.
- 5. Recognition of the Water Department for receiving the 2022 Area Wide Optimization Program (AWOP) award for both Hillgrove and Coddle Creek Water Treatment Plants.** The Area Wide Optimization Program (AWOP) was developed to help water systems meet more stringent regulations and achieve higher levels of water quality.

Achieving this goal means that the water's turbidity levels were less than one-third of the allowable limits 95 percent of the time. Turbidity is a measure of the cloudiness or haziness of water caused by individual particles that can interfere with disinfection. AWOP Awards are given each year to water systems that demonstrate outstanding turbidity removal, a key test of drinking water quality. While all drinking water systems have to meet strict state and federal drinking water standards, the systems that achieve this award met performance goals that were significantly more stringent. Community-wide results include higher quality drinking water and increased public health for our customers and residents.

6. Recognition of the City of Concord's Human Resources Department for being awarded the Best in HR for 2022 by the Charlotte Business Journal. The award honors Human Resources leaders and companies who elevate the role of HR through dedication and outstanding performance. This is the second consecutive year the City of Concord's Human Resources Department has received this award.

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 North Carolina General Statutes Sec. 158-7.1, to consider revising the Economic Development Incentive Grant (EDI) awarded in 2021 to RRB Beverage Operations, Inc. (Project Aquamarine Component 2) granting a seven-year/85% tax-based economic development grant. Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. RRB Beverage Operations, Inc., proposes to develop an approximately 1,400,000 SF factory, distribution, and office space development at the Grounds at Concord (2321 Concord Pkwy S, Concord, North Carolina 28027) with an increased investment of approximately \$127,000,000 from \$553,000,000 to \$680,000,000 in real and personal property. They also plan to create 323 jobs with an average wage of \$50,387. The total value of the City's seven-year grant based on the increased investment would rise from approximately \$11,152,354 to \$14,630,880 depending on the actual investment. The City of Concord would still collect a seven-year net revenue of \$2,581,920 after the incentive payments. This is a joint City-County Economic Development effort. The Cabarrus County Board of Commissioners will be conducting their public hearing on November 20, 2022. Please see attached grant analysis for additional details.

Recommendation: Consider revising the seven year/85% EDI awarded to RRB Beverage Operations, Inc., (Project Aquamarine Component 2) to reflect the increased investment from \$553,000,000 to \$680,000,000, pursuant to North Carolina General Statutes Sec. 158-7.1.

2. Conduct a public hearing, pursuant to North Carolina General Statutes Sec. 158-7.1, to consider revising the Economic Development Incentive Grant (EDI) awarded in 2021 to Red Bull North America, Inc. (Project Aquamarine Component 3) granting a seven-year/85% tax-based economic development grant. Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. Red Bull North America, Inc., proposes to develop an approximately 800,000 SF regional distribution center at the Grounds at Concord (2321 Concord Pkwy S, Concord, North Carolina 28027) with an increased investment of approximately \$284,000,000 from \$140,000,000 to \$424,000,000 in real and personal property. They also plan to create 90 jobs with an average wage of \$50,367. The total value of the City's seven-year grant based on the increased investment would rise from approximately \$2,951,227 to \$9,479,778, depending on the actual investment. The City of Concord would still collect a seven-year net revenue of \$1,672,902 after the incentive payments. This is a joint City-

County Economic Development effort. The Cabarrus County Board of Commissioners is scheduled to hold their public hearing on November 20, 2022. Please see attached grant analysis for additional details.

Recommendation: Consider revising the seven year/85% EDI awarded to Red Bull North America, Inc. (Project Aquamarine Component 3) to locate at 2321 Concord Pkwy S. in Concord, North Carolina, to reflect the increased investment from \$140,000,000 to \$424,000,000, pursuant to North Carolina General Statutes Sec. 158-7.1.

E. Presentations of Petitions and Requests

1. Consider approving two resolutions concerning the issuance of Multifamily Housing Revenue Bonds related to the Coleman Mills project. STC Coleman Mill, LLC has requested that the City assist it in financing a portion of the cost of the acquisition of the historic Coleman Mill and the constructing, renovating, and equipping therein of a 150-unit multifamily residential rental facility to be known as Coleman Mill Lofts and located at 625 Main Street SW and the City has previously agreed to do so. As part of the process required for this financing, the City needs to approve the two attached resolutions. The first resolution approves the financing team and makes certain findings with respect to the issuance of the Multifamily Housing Revenue Bonds. The second resolution authorizes the issuance and sale of the bonds. The developer plans to go to the LGC for approval in December so that the bonds can then be issued.

Recommendation: Motion to approve a Resolution Approving Financing Team and Making Certain Findings with Respect to the Issuance of Multifamily Housing Revenue Bonds (Coleman Mill Lofts), Series 2022 and a Resolution Authorizing Issuance and Sale of Multifamily Housing Revenue Bonds (Coleman Mill Lofts), Series 2022.

2. Consider approving a request from WeBuild Concord for an allocation of \$1,400,000 from the City's Affordable Housing Revolving Fund and to adopt a budget amendment. WeBuild Concord is requesting \$1,400,000 from the Affordable Housing Revolving fund for new affordable housing projects and construction. WeBuild will use the funds for new naturally reoccurring affordable housing projects at 114 Kerr Street (a mixed-use development), 531 Allison Street NW, Sky Summer Apartments, and projects at seven sites on land purchased from the City. WeBuild is closing on these properties between October and December. Groundbreakings on some projects begin in October through December. WeBuild will use most of the funding to launch construction for reimbursable contracts. The additional projects will add at least 17 other units to the 50 to 60 affordable units discussed in their last request. These include construction that will aid single-family, multi-family, and senior housing partners and continue their collective impact model with the City of Concord and partners. WeBuild Concord will continue to market these developments as joint ventures between WeBuild Concord, the City of Concord, and partners that engage with us on individual projects.

Recommendation: Motion to approve the request allocating \$1,400,000 to WeBuild Concord from the Affordable Housing Revolving Fund and adopt a budget amendment.

3. Consider recognizing The Pendleton Home Owners Association (HOA) into the City's Partnership for Stronger Neighborhoods program. The Pendleton is a community with 144 single and two story single family homes. They are located west of Crestmont Drive in northeast Concord. The neighborhood was established in 2008 and has a relatively new HOA board. Officers for the Association are: President, Reverend James Bernacki; Vice President, Renee Troublefield; Treasurer, Joseph Chamberlain; and Secretary, Corinna Ousley. By approving their inclusion in the program, the City would have a total of 74 recognized neighborhoods in the Partnership for Stronger Neighborhoods since the program's foundation in 2000.

Recommendation: Motion to approve the acceptance of The Pendleton Home Owners Association as a recognized neighborhood in the Partnership for Stronger Neighborhoods Program.

4. **Consider authorizing the City Manager to approve a change order for the General Aviation Terminal Parking Lot Rehabilitation Project at the Concord-Padgett Regional Airport.** The General Aviation Terminal Parking Lot Rehabilitation project was designed to mill along the edges of the curb and gutter and drainage structures in several of the parking areas so that the contractors could tie-in at the existing gutter and drainage structure elevations. Once the contractors started milling the edges and around the drainage structures per the plans in these parking areas, the asphalt was coming up in large pieces in lieu of the typical millings. Therefore, it was decided to mill all of the pavement instead of just the edges. Milling the entire parking area caused the milling to go over the plan quantity and the asphalt to go over plan quantity because the contractors paved back two inches over those areas instead of a varying overlay. Also, there were multiple areas that were extremely wet and did not hold up to construction equipment. In order to proceed with getting the parking lots open as quickly as possible, these areas were cut out and repaired with Intermediate Course Asphalt. This item is referenced as Pavement Repair in the change order. Additionally, the scope of work added the paving rehabilitation of the Hangar A access road and parking areas that used plan quantity items and it is estimated that the cost was approximately \$29,000 for this work. The amount of the final change order is \$108,725.16. This project was funded by a grant, and CARES funds will be used to cover the cost of the change order.

Recommendation: Motion to authorize the City Manager to approve a change order for the General Aviation Terminal Parking Lot Rehabilitation Project at the Concord-Padgett Regional Airport.

5. **Consider authorizing the City Manager to negotiate and execute a contract with EST Building Systems to complete the roof replacement at Academy Recreation Center.** Bids were accepted to replace 6 of the nine sections of roof at Academy Recreation Center (A, B, D, E, F, and G in the attachment). The remaining 3 sections (C,H,and I) were replaced in 2021. This will complete the replacement of all roof sections at Academy Recreation Center. The bids were based on a total tear off and replacement scope and include a twenty-year warranty. The lowest bid received was from EST roofing in the amount of \$220,000.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with EST Building Systems to complete the roof replacement at Academy Recreation Center in the amount of \$220,000.

6. **Consider awarding bids for electric equipment and materials for Substation V located at 7437 Ruben Linker Road to the following vendors: Substation Enterprises; Virginia Transformer Corporation; S&C Electric Company; Siemens Industry, Inc; and Myers Controlled Power, LLC.** Electric Systems staff received bids on October 20, 2022, for electric equipment and materials required for the construction of a new substation located at 7437 Ruben Linker Road. The bids were arranged into six schedules of equipment. Each bid was reviewed for compliance with the technical specifications and purchase price. Based on the preceding factors the following vendors submitted the lowest responsive and compliant bid: Schedule I – Substation steel and structures- Substation Enterprises, \$559,418; Schedule II – Two 28 MVA power transformers, Virginia Transformer Corporation, \$2,445,400; Schedule III – Two 100KV circuit switchers, S&C Electric Company, \$141,400; Schedule IV – Eight 15KV circuit breakers, Siemens Industry, Inc, \$253,012; Schedule V – One relay and control panel, Birmingham Control Systems, Inc, \$139,995; and Schedule VI – One Control house, Modular Connections, LLC, \$107,307. All schedules combined total \$3,646,532. Funding to be derived from the existing Substation V project account.

Recommendation: Motion to award bids for electric equipment and materials for Substation V to: Substation Enterprises; Virginia Transformer Corporation; S&C Electric Company; Siemens Industry, Inc; and Birmingham Control Systems, Inc, and Modular Connections, LLC.

- 7. Consider awarding a bid for electric materials for two (2) 2500 KVA padmount distribution transformers to WESCO Distribution, Inc.** Electric Systems staff received four bids on October 26, 2022 for electric materials for the purchase of two (2) 2500 KVA padmount distribution transformers. WESCO Distribution, Inc was the lowest bidder at \$193,370 and was compliant in meeting the required specifications.

Recommendation: Motion to award bid for electric materials in the amount of \$193,370 to WESCO Distribution, Inc. for the purchase of two (2) 2500 KVA padmount distribution transformers.

- 8. Consider authorizing the City Manager to negotiate and execute a contract with Musco Sports Lighting, LLC Sourcewell #199030 for the purchase and installation of Green Generation lighting fixtures and poles at Gibson Field, located at 323 Misenheimer Drive NW.** This project includes the installation of 5 light fixtures and poles with pre-cast concrete bases, galvanized steel poles at the Gibson ballfield in addition to locking and unlocking of ballfield restrooms using the Control Link system. The lights will work with the existing Remote Equipment Controllers, factory wired and tested remote electrical component enclosures and pole top luminaire assemblies. The on-field Performance-Light levels are guaranteed for 25 years with the LED solution. This includes both quality and quantity of light as specified. LED Energy Savings, with a reduction of energy by 50%+ with LED over typical HID 1500w. This bid includes Environmental Light Control-Control for neighbors and the environment. LED is an intense light source and without the correct glare control the appearance of the facility will be compromised. The LED proposal covers all maintenance for 25 years. The provided warranty covers all materials and labor, eliminating maintenance costs for 25 years. The City maintains 10 facilities with sports lighting and all have Musco lighting. In order to operate efficiently by reducing the amount of staff training and stocking of parts, the City proposes to purchase the light fixtures from Musco Lighting under the sole-source exception #199030, contract number #071619-MSL allowed by N.C. Gen. Stat. 143-129 (e) Exceptions (6) when "(iii) Standardization or compatibility is the overriding consideration." The proposed cost for equipment and installation is \$275,000.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Musco Sports Lighting, LLC for the purchase and installation of Green Generation Lighting fixtures and galvanized steel poles for Gibson Ballfield, for a fee not to exceed \$275,000.

- 9. Consider authorizing the City Manager to sign a contract with Garver for preliminary engineering and design of the rehabilitation of the chlorine room at the Coddle Creek Water Treatment Plant in the amount of \$269,194.** Extensive rehab and concrete work is needed for the chlorine room at the Coddle Creek WTP. Holding tanks will also be replaced as part of the project. The project will make structural repairs and improvements and will make the room safer for plant personnel. The Water Resources department advertised an RFQ for professional engineering design services. One response was received. Water staff interviewed Garver and is recommending them as the selected consultant for this project.

Recommendation: Motion to authorize the City Manager to sign a contract with Garver in the amount of \$269,194.

- 10. Consider authorizing the City Manager to negotiate and execute a construction contract with Fuller & Co. Construction, LLC for the construction of the 12" Public Sewer Extension Phase IIA.** Bids were received on October 25, 2022 for the construction of a 12" Public Sewer Extension located along Coddle Creek Tributary

from the end of Phase I to New Town Way which is approximately 2,476 feet. Fuller & Co. Construction, LLC was the low bidder with a total bid of \$1,297,449.38.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Fuller & Co. Construction, LLC in the amount of \$1,297,449.38 for the construction of the 12" Public Sewer Extension Phase IIA.

- 11. Consider amending the Sewer Allocation Policy.** City Council initially approved the Sewer Allocation Policy at their December 21, 2021 work session. The amendments proposed are to clarify the definition of public projects such that the definition is as defined in the Concord Development Ordinance and clarity that approved Economic Development projects are not limited to a one year time limit.

Recommendation: Motion to amend the Sewer Allocation Policy.

- 12. Consider a Preliminary Application from Eric Barnhardt.** In accordance with City Code Chapter 62, Eric Barnhardt has submitted a preliminary application to receive water service outside the City limits. The property is located at 1361 Zion Church Road. This parcel is zoned county LDR and developed with a single family house. The applicant indicates that the existing well is going bad. Public sewer is not available to the parcel.

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

- 13. Consider a Preliminary Application from Ready Mix of the Carolinas, Inc.** In accordance with City Code Chapter 62, Rick Alexander of Ready Mix of the Carolinas, Inc. has submitted a preliminary application to receive water service outside the City limits. The property is located at 2976 Zion Church Road. This parcel is zoned county GI (General Industrial) and is currently undeveloped. The applicant is planning on constructing a concrete ready mix plant with a +/- 2,500 sf maintenance shop. The applicant will need to extend the existing water line in order to serve the property. Sewer is available to the parcel but the applicant has obtained a septic permit from the county.

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

VII. Consent Agenda

- A. Consider approving one additional "Personal Day Off" to be raffled for the City's United Way fundraiser.** The City's United Way Committee coordinates various fundraisers each year that provide opportunities for employees to raise money for charitable causes. One activity that the committee has found to be successful over the years is a "Personal Day Off Raffle," providing the winning employee with an extra personal day off to be used by June 30, 2023.

Recommendation: Motion to approve one additional personal day off as a benefit to one employee, to be used by June 30, 2023.

- B. Consider authorizing the City Manager to negotiate a contract with Hopthru for automated passenger counter data validation, management, and analysis for Rider Transit.** Hopthru will provide the following two key services: Hopthru Cleanse, which assures the quality of existing data and ultimately achieves National Transit Database certification; and Hopthru Analyze, which instantaneously identifies and diagnoses operational inefficiencies across the Rider Transit service area. This request was unanimously approved by the Concord Kannapolis Transit Commission at their October 12, 2022 meeting.

Recommendation: Motion to authorize the City Manager to negotiate a contract with Hopthru for automated passenger counter data validation, management, and analysis for Rider Transit in the amount of \$87,525.

- C. Consider adopting an ordinance amending the Rates & Charges to expand the qualifications list to utilize the Rider Transit Reduced Fare Program to include U.S. Military Veterans.** To be eligible for this reduced fare, Veteran's will need to provide verification of their service via a DD Form 214, Certificate of Release or

Discharge from Active Duty. This request was unanimously approved by the Concord Kannapolis Transit Commission at their October 12, 2022 meeting.

Recommendation: Motion to adopt an ordinance amending the Rates & Charges to expand the qualifications list to utilize the Rider Transit Reduced Fare Program to include U.S. Military Veterans.

- D. Consider accepting the 2019 Emergency Safety and Security Grant from the US Department of Housing and Urban Development (HUD) and adopt a budget ordinance in the amount of \$135,919.** HUD has awarded the Housing Department an Emergency Safety and Security Grant to assist in purchasing security cameras.

Recommendation: Motion to accept the 2019 Emergency Safety and Security Grant from HUD and adopt a budget ordinance in the amount of \$135,919.

- E. 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: Pulte Home Company, LLC (PIN 5529-75-3186) 502 Amhurst Street SW. 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: Pulte Home Company, LLC.

- F. 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: Odell Outparcel 1 and Annsborough Park Phase I Map 1. 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: Odell Outparcel 1 and Annsborough Park Phase 1 Map 1.

- G. Consider accepting an offer of infrastructure at International Business Park Lot 1, Addison Apartments, Creekside Drive water line extension, Courtyards at Poplar Tent.** 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: 602 LF of 12-inch water line, 730 LF of 8-inch water line, 31 LF of 6-inch water line, 98 LF of 2-inch water line, 13 valves, 5 fire hydrants, 1685 LF of 8-inch sanitary sewer line, 11 manholes, and 3017 LF of Roadways.

Recommendation: Motion to accept the offer of infrastructure acceptance in the following subdivisions and sites, International Business Park Lot 1, Addison Apartments, Creekside Drive water line extension, Courtyards at Poplar Tent.

- H. Consider accepting the transfer of 6.372 acres and 10-foot easement along Central Cabarrus Drive from Cabarrus County for future trails and connectivity to Central Cabarrus high school from WW Flowe Park.** At their October 17, 2022 meeting, the Cabarrus County Board of Commissions approved the transfer of 6.372 acres adjacent to WW Flowe Park and Central Cabarrus Drive in the amount of \$1.00 for the development of trails and connectivity to Central Cabarrus High School. The parcel under consideration would be developed as part of WW Flowe Park and is a critical link in connecting to the high school, park, and area neighborhoods.

Recommendation: Motion to accept the conveyance transfer of 6.372-acres and 10-foot easement property along Central Cabarrus Drive for future development and connectivity.

- I. Consider adopting a budget amendment to amend the Mayor's Golf Tournament Fund.** The Carolina Bears Youth Organization was in need of field markers for their football practices and games. The cost to purchase these markers totaled \$160. The purchase was made from the Mayor's Golf Tournament Fund; therefore, a budget amendment is needed to appropriate the purchase.

Recommendation: Motion to adopt a budget amendment to amend the Mayor's Golf Tournament Fund.

- J. Consider adopting an ordinance to amend the FY2022/2023 Budget Ordinance for the General Fund to appropriate insurance reimbursements received.** The City of Concord received insurance reimbursements to cover repairs of damaged vehicles and buildings. The attached budget amendment will appropriate these funds to the respective impacted departments.
Recommendation: Motion to adopt an ordinance to amend the FY2022/2023 Budget Ordinance for the General Fund to appropriate insurance reimbursements received.
- K. Consider adopting an Electric Project Fund project budget amendment and an Electric Fund operating budget amendment.** Electric and finance staff reviewed current projects and the allocation of funding among these projects. After review, it was determined that funding should be reallocated among these projects and that some budgets could be reduced since some projects have been put on hold. These adjustments are reducing the amount of funding needing to be transferred from the Electric Fund in FY23. The attached budget ordinances make the adjustments in both funds.
Recommendation: Motion to adopt an Electric Project Fund project budget amendment and an Electric Fund operating budget amendment.
- L. Consider adopting an ordinance to amend the Wastewater operating budget.** A Jet Vac truck used by the sewer department is in need of a new engine. The truck was originally due for replacement in FY26. Due to the age of the truck and the cost of the repairs, staff is recommending replacement instead of pursuing repairs. A lightly used current year demo unit was identified and inspected by staff. The cost of the replacement unit is \$484,803.78. The FY23 budget originally included an increase to retained earnings of \$1,451,121 since revenues exceeded expenditures. The attached budget amendment reduces this planned increase to retained earnings to cover the cost of the Jet Vac purchase.
Recommendation: Motion to adopt an ordinance to amend the Wastewater operating budget.
- M. Receive quarterly report on water and wastewater extension permits issued by the Engineering Department in the third quarter of 2022.** In accordance with City Code Chapter 62, attached is a report outlining the water and wastewater extension permits that were issued between July 1, 2022 and September 30, 2022.
Recommendation: Motion to receive the third quarter water and wastewater extension report for 2022.
- N. Consider the required reporting related to the annual information on the Identity Theft Program.** Staff is required to review the City's Identity Theft Detection and Prevention Program each year to ensure that the City is in compliance and also to ensure that the policy remains current. Staff is also required to disclose to City Council any identity theft issues that have been noted in the past 12 months. Staff has reviewed the current policy and has found no issues. The identity theft issues are detailed in the attached document for your review. There were no incidents of identity theft during this reporting period.
Recommendation: Motion to accept the annual report on the City's Identity Theft Program.
- O. Consider acceptance of the Tax Office reports for the month of September 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 September 2022.
- P. Consider approving the Tax Releases/Refunds from the Tax Collection Office for the month of September 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 September 2022.

Q. Receive monthly report on status of investments as of September 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.

TO: N.C State Firefighters Association

FROM: Jacob Williams, Fire Chief, Concord Fire Department

Camden's value to our department and the City of Concord is immeasurable. Camden started his career in 2018, just two days after separating from his Active Duty service with the United States Air Force. At 23 years of age, he was one of the youngest Assistant Fire Marshals here in the State of North Carolina. He has exceeded all goals and expected timelines for development by several years, and continues to bring the same energy to work each and every day. He has willingly stepped outside of his role as an Assistant Fire Marshal to lead and contribute to department-critical projects on numerous occasions, many of which would not have been possible without his intervention.

This energy and tenacity does not stop in the City of Concord or the State of North Carolina. As a member of the South Carolina Air National Guard, Camden has quickly rose through the ranks. Early last year he was appointed as the Training Captain at McEntire Fire Department, where he completely rewrote the training program and provided crucial documentation prior to an external audit and evaluation. He was promoted as the Assistant Fire Chief of Operations shortly after, where he is currently focusing on re-developing a culture suitable for the younger generation firefighters below him. Our nomination could not be better placed.

Personal Education:

2022 B.S. Environmental Health and Safety – North Carolina A&T State University (Graduating Fall, 2022)

2017 A.S. Fire Science – Community College of the Air Force

2015 Recruit School – Louis F. Garland DoD Fire Academy

Professional Education: Obtained in 21/22;

2022 Fundamentals of Interviewing – International Association of Arson Investigators (IAAI)

2022 Investigating Motor Vehicle Fires – International Association of Arson Investigators (IAAI)

2022 Electrical Safety 2022 Investigating Motor Vehicle Fires – International Association of Arson Investigators (IAAI)

2021 OSHA-30 General Industry (29 CFR 1910) – University of South Florida (USF)

2021 Phase II Fire Investigation, NFPA 921 and 1033 – National Fire Arson Investigation (NFAI) Training Institute

2021 Scientific Protocols for Fire Investigations – John J. Lentini, CFI, D-ABC

2021 Chief Fire Officer III Course – NC Department of Insurance (NCDOI)

2021 North Carolina Fire Prevention Level III Standard Course – NC Department of Insurance (NCDOI)

2021 North Carolina Fire Prevention Level II Standard Course – NC Department of Insurance (NCDOI)
2021 North Carolina General Statute 160D, Land Use Law – NC Department of Insurance (NCDOI)
2021 Fire Death Scene Investigation – National Fire Arson Investigation (NFAI) Training Institute
2020 Inspecting Hazardous Occupancies – NC Department of Insurance (NC-DOI)
2020 Impact of Ventilation on Fire Patterns – Underwriters Laboratories (UL) Firefighter Safety Institute
2020 Scientific Method for Fire and Explosion Investigation – International Association of Arson Investigators (IAAI)
2020 Basic Electricity – International Association of Arson Investigators (IAAI)
2020 Adv. Fire Investigation Techniques – Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF)
2020 Fire Officer Candidate School – City of Concord, NC Fire Department
2019 Arc Mapping Basics – International Association of Arson Investigators (IAAI)
2019 Calculation of Water Based Fire Protection Systems – Public Agency Training Council (PATC)
2019 Fire Pattern Recognition and Identification – Public Agency Training Council (PATC)
2019 North Carolina Fire Prevention Level I Course – NC Department of Insurance (NCDOI)
2019 North Carolina Association of Fire Chiefs Fire Prevention School – NC Fire Marshal’s Association (NC-FMA)
2019 Law and Administration – International Code Council (ICC)
2019 Basic Fire Investigation – International Association of Arson Investigators, NC Chapter (NC-IAAI)
2018 Juvenile Fire-setter Intervention Specialist Course – Federal Emergency Management Agency (FEMA)
2018 Meeting the Requirements of NFPA 1033 – Public Agency Training Council (PATC)
2018 Fire Investigative Approaches – International Association of Arson Investigators, NC Chapter (NC-IAAI)

Completed Certifications in 2021:

- Awarded NC Fire Inspector Level III certification.
- Awarded NC Fire Officer Level III certification
- Awarded Fire and Life Safety Educator III certification.
- Awarded High Angle/Confined Space Technical Rescuer certification.
- Awarded Swift Water Rescue Technician certification.
- Awarded NCPSC Car Seat Technician certification.
- Awarded OSHA-30 29CFR1910 certification.

Positions held in 2021:

- Appointed as the Chair for the City of Concord’s OSHA Safety Committee.
- Appointed as Training Captain for the South Carolina Air National Guard Fire Dept.
- Appointed as Assistant Chief of Operations for the South Carolina Air National Guard Fire Dept.
- Emergency appointment as the Concord Fire Department’s sole Logistics Officer to fill an immediate, temporary vacancy.

Notable Department Contributions 2021:

- Emergency appointed as the department's sole Logistics Officer following an immediate vacancy. Conducted a complete audit of the department's assets, revamping and streamlining the inventory management system to eliminate past shortfalls. Worked closely with the department’s reporting software's developers to tailor the system to best fit departmental needs, then trained fire department personnel on its use. Conducted a product/vendor assessment, noting and acting on several areas where more cost-efficient alternatives were available. Participated in the interview and selection process for a new, permanent Logistics Officer. Trained the new member to ensure a seamless transition. Shortfalls found during the audit of the Logistics Division later provided ample justification to the city for the approval of a second Logistics Officer position.
- Conducted a complete job-analysis of the Fire Prevention Division. Compiled a detailed range of data illustrating a breakdown of each members daily and yearly workload. Discovered significant shortfalls in task distribution and employee job classifications. Findings provided justification for the department to request four additional fire prevention positions from city management.
- Served on the department's Strategic Planning Committee as the only non-Chief Officer member assigned an entire task. Responsible for the evaluation and projection of fire department training and demand zones, highlighting target areas and ensuring adequate coverage is provided across future stations.
- Assisted with the implementation of the Life Safety Vault, an online depository for fire protection system reports within the City of Concord. Attended city council meetings in an effort to have the system solidified in the City’s Code of Ordinances, ultimately leading to a unanimous approval by all council members.
- Designed the very first custom badge in department history, significantly reducing issuance/replacement costs by more than half over the span of each member’s career.
- Participated in the department's recruit hiring process on two separate occasions. Interviewed over 100 potential candidates– the only non-Operations member on the initial hiring board.

- Assisted with the rewriting of the Fire Department’s Section in the City's Code of Ordinances. Reviewed the document in its entirety and worked with the city's attorney to make over thirty corrections.
- Instructed fire investigation, building construction, pre-planning, and community risk reduction as part of the department's Officer Candidate School on multiple occasions—the only non-Chief Officer instructor.

Volunteer Work and Community Involvement:

- Gathered and assisted with the donation of over \$100,000 worth of firefighting tools, equipment, PPE, and uniforms to South American fire departments.
- Gathered and donated over \$10,000 worth of turnout gear and structural boots Concord High School’s Public Safety Academy.
- Volunteered with a military project to replace the roof of four buildings at the Wateree Lake Campground, saving the recreation site \$15,000+ in labor expenses.
- Dedicated over 70 hours to instructing and assisting with fire and life safety education classes for city residents and employees.
- Assisted with the department's Permanent Check Station on numerous occasions, installing car seats, bolstering city/community relations, and delivering public education.
- Participated in multiple litter sweeps, collecting upwards of 50lbs of trash on the city's busiest streets.

Respectfully,

Jacob Williams

Jacob Williams

Fire Chief

City of Concord Fire Department

TO: Amos McClorey, President Cabarrus County NAACP, Retired
FROM: Jacob Williams, Fire Chief, Concord Fire Department

Mr. McClorey, it brings me immense please to write in support of Sonya Bost for recognition by the Cabarrus County NAACP. Sonya is the only African American serving in the Fire Department administration and currently holds the rank of Fire Administration Manager. Sonya is a natural leader and someone we all look to for guidance and direction. Her duties include managing the administrative support staff in the front office, networking with local community groups and representing the fire department at City and community events. Sonya excels in her duties and has a phenomenal reputation within the fire department, the city and the community.

Outside of her normal duties as the Fire Administration Manager, Sonya is very active in numerous groups and committees. To name a few, she has served on the United Way Committee for several terms, assisted as a department representative for the American Red Cross, serves on the Joe Cannon Fire Department Trust Committee, organizes Christmas gifts and donations for less fortunate families within the community and organizes and manages the support staff for the North Carolina Mid Winter Chiefs conference that receives thousands of fire service leaders annually from across the state.

Sonya also has a great heart and passion for helping the homeless community. She has gathered clothing, sanitation supplies and delivered dozens of meals to various homeless locations throughout the community. This is not part of an organized group, but rather a personal calling that Sonya feels to help those who are in need and she selfishly takes it upon herself to organize and delivery these vital supplies without recognition.

More than anything, Sonya is a part of my family. She is not just a co-worker or Fire 1.5 as we call her around the office, she is someone who is loved

by me and my family. We have had some great family vacations together, she is a movie buddy with my girls when new movies come out at the cinemas, we spend a lot of holidays together and have traditions such as our black Friday shopping sprees where we stay up all night looking for those great deals! Sonya's dedication to providing heartfelt service to others and embodying the city core values led her to receive the prestigious Joe Atwater Award, which is awarded to one city employee each year for their dedication to our community and truly living out the core values of the City of Concord.

There is so much more I could say about Sonya, but in closing, I just want to say how much she is appreciated, how much she does for this organization and how very proud we are for her accomplishments. The fire department would not be what it is today without her behind the scenes orchestrating everything she does. She regularly jokes and says, "I do this to make you look good" but the reality is that she is 100% right. There is no doubt she will continue to do great things and deserves all the recognition and appreciation for her humility, dedication and loyal service to our great community, me and my family and her fire department family.

Respectfully,

Jacob Williams

Jacob Williams
Fire Chief
City of Concord Fire Department

Project Aquamarine - Component 2 (Rauch/RRB)



Cabarrus County Economic Development Grant Analysis

	2024	2025	2026	2027	2028	2029	2030
Total Assessed Value (Real)	\$150,000,000	\$350,000,000	\$380,000,000	\$380,000,000	\$380,000,000	\$380,000,000	\$380,000,000
Total Assessed Value (Personal)	\$45,000,000	\$114,000,000	\$178,750,000	\$213,500,000	\$239,500,000	\$214,250,000	\$181,000,000
\$50,000,000	\$45,000,000	\$46,500,000	\$41,500,000	\$36,500,000	\$31,000,000	\$25,000,000	\$19,000,000
\$75,000,000		\$67,500,000	\$69,750,000	\$62,250,000	\$54,750,000	\$46,500,000	\$37,500,000
\$75,000,000			\$67,500,000	\$69,750,000	\$62,250,000	\$54,750,000	\$46,500,000
\$50,000,000				\$45,000,000	\$46,500,000	\$41,500,000	\$36,500,000
\$50,000,000					\$45,000,000	\$46,500,000	\$41,500,000
County taxes at .74	\$1,443,000	\$3,433,600	\$4,134,750	\$4,391,900	\$4,584,300	\$4,397,450	\$4,151,400
Grant @ 85 %	\$1,226,550	\$2,918,560	\$3,514,538	\$3,733,115	\$3,896,655	\$3,737,833	\$3,528,690
Net Taxes to County	\$216,450	\$515,040	\$620,213	\$658,785	\$687,645	\$659,618	\$622,710
Taxes							\$ 26,536,400
Grant							\$ 22,555,940
Net Taxes to County							\$ 3,980,460

City of Concord Economic Development Grant Analysis

	2024	2025	2026	2027	2028	2029	2030
Total Assessed Value (Real)	\$150,000,000	\$350,000,000	\$380,000,000	\$380,000,000	\$380,000,000	\$380,000,000	\$380,000,000
Total Assessed Value (Personal)	\$45,000,000	\$114,000,000	\$178,750,000	\$213,500,000	\$239,500,000	\$214,250,000	\$181,000,000
\$50,000,000	\$45,000,000	\$46,500,000	\$41,500,000	\$36,500,000	\$31,000,000	\$25,000,000	\$19,000,000
\$75,000,000		\$67,500,000	\$69,750,000	\$62,250,000	\$54,750,000	\$46,500,000	\$37,500,000
\$75,000,000			\$67,500,000	\$69,750,000	\$62,250,000	\$54,750,000	\$46,500,000
\$50,000,000				\$45,000,000	\$46,500,000	\$41,500,000	\$36,500,000
\$50,000,000					\$45,000,000	\$46,500,000	\$41,500,000
City taxes at .48	\$936,000	\$2,227,200	\$2,682,000	\$2,848,800	\$2,973,600	\$2,852,400	\$2,692,800
Grant @ 85 %	\$795,600	\$1,893,120	\$2,279,700	\$2,421,480	\$2,527,560	\$2,424,540	\$2,288,880
Net Taxes to City	\$140,400	\$334,080	\$402,300	\$427,320	\$446,040	\$427,860	\$403,920
Taxes							\$ 17,212,800
Grant							\$ 14,630,880
Net Taxes to City							\$ 2,581,920

GRANT TOTAL: \$ 37,186,820

Project Aquamarine - Component 3 (Red Bull North America)



Cabarrus County Economic Development Grant Analysis

		2024	2025	2026	2027	2028	2029	2030
Total Assessed Value (Real)		\$65,000,000	\$205,000,000	\$226,500,000	\$226,500,000	\$226,500,000	\$226,500,000	\$226,500,000
Total Assessed Value (Personal)		\$90,000,000	\$166,800,000	\$173,210,000	\$155,475,000	\$134,725,000	\$112,155,000	\$88,610,000
	\$100,000,000.00	\$90,000,000	\$93,000,000	\$83,000,000	\$73,000,000	\$62,000,000	\$50,000,000	\$38,000,000
	\$82,000,000.00		\$73,800,000	\$76,260,000	\$68,060,000	\$59,860,000	\$50,840,000	\$41,000,000
	\$15,500,000.00			\$13,950,000	\$14,415,000	\$12,865,000	\$11,315,000	\$9,610,000
County taxes at .74		\$1,147,000	\$2,751,320	\$2,957,854	\$2,826,615	\$2,673,065	\$2,506,047	\$2,331,814
Grant @ 85 %		\$974,950	\$2,338,622	\$2,514,176	\$2,402,623	\$2,272,105	\$2,130,140	\$1,982,042
Net Taxes to County		\$172,050	\$412,698	\$443,678	\$423,992	\$400,960	\$375,907	\$349,772
	Taxes							\$ 17,193,715
	Grant							\$ 14,614,658
	Net Taxes to County							\$ 2,579,057

City of Concord Economic Development Grant Analysis

		2024	2025	2026	2027	2028	2029	2030
Total Assessed Value (Real)		\$65,000,000	\$205,000,000	\$226,500,000	\$226,500,000	\$226,500,000	\$226,500,000	\$226,500,000
Total Assessed Value (Personal)		\$90,000,000	\$166,800,000	\$173,210,000	\$155,475,000	\$134,725,000	\$112,155,000	\$88,610,000
	\$100,000,000.00	\$90,000,000	\$93,000,000	\$83,000,000	\$73,000,000	\$62,000,000	\$50,000,000	\$38,000,000
	\$82,000,000.00		\$73,800,000	\$76,260,000	\$68,060,000	\$59,860,000	\$50,840,000	\$41,000,000
	\$15,500,000.00			\$13,950,000	\$14,415,000	\$12,865,000	\$11,315,000	\$9,610,000
City taxes at .48		\$744,000	\$1,784,640	\$1,918,608	\$1,833,480	\$1,733,880	\$1,625,544	\$1,512,528
Grant @ 85 %		\$632,400	\$1,516,944	\$1,630,817	\$1,558,458	\$1,473,798	\$1,381,712	\$1,285,649
Net Taxes to City		\$111,600	\$267,696	\$287,791	\$275,022	\$260,082	\$243,832	\$226,879
	Taxes							\$ 11,152,680
	Grant							\$ 9,479,778
	Net Taxes to City							\$ 1,672,902

GRANT TOTAL: \$ 24,094,436

RESOLUTION APPROVING FINANCING TEAM AND MAKING CERTAIN FINDINGS WITH RESPECT TO THE ISSUANCE OF MULTIFAMILY HOUSING REVENUE BONDS (COLEMAN MILL LOFTS), SERIES 2022

WHEREAS, STC Coleman Mill, LLC, a North Carolina limited liability company, or an affiliated or related entity (the “Borrower”), has requested that the City of Concord, North Carolina (the “City”) assist it in financing a portion of the cost of the acquisition of the historic Coleman Mill and the constructing, renovating and equipping therein of a 150-unit multifamily residential rental facility to be known as Coleman Mill Lofts and located at 625 Main Street SW in the City (the “Development”) and the City has agreed to do so; and

WHEREAS, pursuant to Section 160D-1311(b) of the General Statutes of North Carolina, the City is granted the power to exercise directly the powers of a housing authority organized pursuant to the North Carolina Housing Authorities Law, Article 1 of Chapter 157 of the General Statutes of North Carolina, as amended (the “Act”); and

WHEREAS, the City finds that the financing of the Development through tax-exempt and taxable bonds will fulfill the purpose of the Act to provide for the construction, reconstruction, improvement, alteration or repair of any housing project, which is defined in the statute to include “loans and other programs of financial assistance to public or private developers of housing for persons of low income, or moderate income, or low and moderate income;” and

WHEREAS, the City proposes to provide the financing for the Development by the issuance of its (a) Multifamily Housing Revenue Bonds (Coleman Mill Lofts), Series 2022A in an aggregate principal amount of approximately \$12,465,000 (the “2022A Bonds”), (b) Multifamily Housing Revenue Bonds (Coleman Mill Lofts), Series 2022B in an aggregate principal amount of approximately \$6,665,000 (the “2022B Bonds”) and (c) Multifamily Housing Revenue Bonds (Coleman Mill Lofts), Taxable Series 2022C in an aggregate principal amount of approximately \$15,000,000 (the “2022C Bonds” and, together with the 2022A Bonds and the 2022B Bonds, the “Bonds”), in the combined aggregate principal amount of not to exceed \$34,130,000; and

WHEREAS, the North Carolina Local Government Commission has requested the City to make certain findings with respect to the Bonds consistent with Section 159-153 of the North Carolina General Statutes; and

WHEREAS, it is anticipated that the Bonds will be sold in a limited offering by Piper Sandler & Co., as underwriter (the “Underwriter”); and

WHEREAS, the Borrower has requested that the City approve its selection of the following financing team members for the issuance and sale of the Bonds, on the terms and at the fees set forth in the documents and financial information relating to the financing, providing for the issuance and sale by the City of the Bonds and in the financial information provided to the City with respect to the Bonds:

Bond Counsel:	McGuireWoods LLP
Borrower’s Counsel:	Blanco Tackabery & Matamoros, P.A.
Trustee:	UMB Bank, N.A.
Underwriter:	Piper Sandler & Co.
Underwriter’s Counsel:	Coats Rose, P.C.
Tax Credit Investor:	WNC & Associates, Inc. or an affiliate
Tax Credit Investor’s Counsel:	Buchalter

WHEREAS, based upon information and evidence received by the City, it has determined to approve the Borrower's request;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONCORD, NORTH CAROLINA DOES HEREBY RESOLVE, AS FOLLOWS:

1. The above financing team for the issuance and sale of the Bonds by the City is hereby authorized and approved.

2. The City hereby finds that the financing is necessary and expedient to further the City's purpose of promoting low and moderate income housing in the City of Concord, North Carolina, and that the acquisition, construction, renovation and equipping of the Development proposed by the Borrower are necessary and sufficient to accomplish the City's purposes with respect to the properties involved.

3. The City hereby finds that the Borrower has demonstrated that the amount of debt to be incurred in connection with the Development and the fees to be paid in connection therewith are sufficient but not excessive for the purpose of acquiring and constructing the Development.

4. The City hereby finds, based on (i) information provided by the Borrower, (ii) the commitment of Piper Sandler & Co. to arrange for the private placement of the Bonds, and (iii) the award of bond volume cap allocation by the North Carolina Federal Tax Reform Allocation Committee at the recommendation of the North Carolina Housing Finance Agency, that the Borrower has demonstrated that (a) it is financially responsible and capable of fulfilling its obligations to make loan repayments and other payments under the Loan Agreement between the City and the Borrower (the "Loan Agreement"), which will provide the funds to pay principal and interest on the Bonds, and (b) the Development will generate sufficient revenues to make loan repayments and other payments under the Loan Agreement, to operate, repair and maintain the Development at its own expense and to discharge such other responsibilities as may be imposed under the Loan Agreement. The City further finds that adequate provision has been made for the payment of the principal of, redemption premium, if any, and interest on the Bonds, and the operation, repair and maintenance of the Development at the expense of the Borrower.

5. The City hereby finds that the use of the proceeds of the Bonds for a loan to finance the costs of the Development and for the other purposes stated above will accomplish the public purposes set forth in the Act and hereby approves such use of proceeds.

6. This Resolution shall take effect immediately upon its passage.

* * * * *

I, Kim Deason, City Clerk of the City of Concord, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the City Council for the City of Concord, North Carolina, at a regular meeting duly called and held on November 10, 2022, as it relates in any way to the resolution hereinabove set forth, and that such proceedings are recorded in the minutes of the City Council.

WITNESS my hand and the seal of the City Council of the City of Concord, North Carolina, this 10th day of November, 2022.

(SEAL)

Kim Deason, City Clerk
City of Concord, North Carolina

**RESOLUTION AUTHORIZING ISSUANCE AND SALE OF
MULTIFAMILY HOUSING REVENUE BONDS (COLEMAN MILL
LOFTS), SERIES 2022**

WHEREAS, STC Coleman Mill, LLC, a North Carolina limited liability company, or an affiliated or related entity (the “Borrower”), has requested that the City of Concord, North Carolina (the “City”) assist it in financing a portion of the cost of the acquisition of the historic Coleman Mill and the constructing, renovating and equipping therein of a 150-unit multifamily residential rental facility to be known as Coleman Mill Lofts and located at 625 Main Street SW in the City (the “Development”) and the City has agreed to do so; and

WHEREAS, pursuant to Section 160D-1311(b) of the General Statutes of North Carolina, the City is granted the power to exercise directly the powers of a housing authority organized pursuant to the North Carolina Housing Authorities Law, Article 1 of Chapter 157 of the General Statutes of North Carolina, as amended (the “Act”); and

WHEREAS, the City proposes to provide the financing for the Development by the issuance of its (a) Multifamily Housing Revenue Bonds (Coleman Mill Lofts), Series 2022A in an aggregate principal amount of approximately \$12,465,000 (the “2022A Bonds”), (b) Multifamily Housing Revenue Bonds (Coleman Mill Lofts), Series 2022B in an aggregate principal amount of approximately \$6,665,000 (the “2022B Bonds”) and (c) Multifamily Housing Revenue Bonds (Coleman Mill Lofts), Taxable Series 2022C in an aggregate principal amount of approximately \$15,000,000 (the “2022C Bonds” and, together with the 2022A Bonds and the 2022B Bonds, the “Bonds”), in the combined aggregate principal amount of not to exceed \$34,130,000; and

WHEREAS, the Bonds will be issued pursuant to an Indenture of Trust (the “Indenture”), between the City and UMB Bank, N.A., as trustee (the “Trustee”); and

WHEREAS, it is anticipated that the Bonds will be sold in a limited offering pursuant to a Bond Purchase Agreement (the “Bond Purchase Agreement”), to be dated the date of sale of the Bonds, among the City, the Borrower, and Piper Sandler & Co., as the underwriter; and

WHEREAS, the proceeds of the Bonds will be loaned to the Borrower pursuant to a Loan Agreement (the “Loan Agreement”), between the City and the Borrower, for the purpose of (i) paying a portion of the costs of the acquisition, construction, renovation and equipping of the Development, and (ii) paying certain issuance expenses in connection with the issuance of the Bonds; and

WHEREAS, the Borrower’s obligations under the Loan Agreement will be secured by a Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “Deed of Trust”), from the Borrower to the deed of trust trustee named therein for the benefit of the City, and various other security documents, all of which will be assigned to the Trustee for the benefit of the holder of the Bonds; and

WHEREAS, the City proposes to authorize and, where applicable, execute the following instruments to carry out the transactions described above (each a “Document” and collectively the “Documents”):

- (a) the Indenture, together with the forms of the Bonds attached thereto;
- (b) the Loan Agreement;

(c) the promissory note of the Borrower in favor of the City (the “Borrower Note”), which will be assigned by the City to the Trustee;

(d) the Regulatory Agreement and Declaration of Restrictive Covenants, pursuant to which the Borrower will be required to operate the Development in accordance with Section 142(d) of the Internal Revenue Code of 1986, as amended;

(e) the Bond Purchase Agreement;

(f) the Limited Offering Memorandum (the “Limited Offering Memorandum”) related to the offering and sale of the Bonds;

(g) the Deed of Trust; and

(h) the Assignment of Deed of Trust Documents, from the City to the Trustee, with the consent of the Borrower;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CONCORD, NORTH CAROLINA DOES HEREBY RESOLVE, AS FOLLOWS:

1. The City hereby determines to provide financing to the Borrower for the acquisition, construction, renovation and equipping of the Development through the issuance of the Bonds pursuant to the North Carolina Housing Authorities Law, Article 1 of Chapter 157 of the General Statutes of North Carolina, as amended, the loan of the proceeds thereof and the deposit of such proceeds with the Trustee in accordance with the Indenture and the Loan Agreement.

2. The City hereby authorizes the issuance and sale of the Bonds pursuant to and in accordance with the terms set forth in the Indenture. The Bonds will bear interest at the rates and will mature and be redeemed in the years and amounts all as set forth in the Indenture; provided, however, that the aggregate principal amount of the Bonds shall not exceed \$34,130,000.

3. Each of the Mayor, the City Manager, the Finance Director and the City Clerk of the City or his or her respective designee is hereby authorized and directed to execute and deliver the Documents to the other parties thereto. Each of the Mayor, the City Manager, the Finance Director and the City Clerk of the City or his or her respective designee, is authorized and directed to execute and deliver such endorsements, assignments and other instruments as may be necessary to assign the Note and other security documents to the Trustee.

4. Each of the Mayor, the City Manager, the Finance Director and the City Clerk of the City is hereby authorized and directed to execute and deliver the Bonds in the manner and subject to the conditions provided in the Indenture to the Trustee for authentication, and to cause the Bonds so executed and authenticated to be delivered to or for the account of the Underwriter, or any affiliate thereof, upon payment of the purchase price therefor.

5. The distribution of the Limited Offering Memorandum by the Underwriter to prospective purchasers of the Bonds is hereby approved. The City is authorized to deem the Limited Offering Memorandum to be “final” within the meaning of Rule 15c2-12 of the Rules and Regulations promulgated under the Securities Exchange Act of 1934, as amended. The Mayor, the City Manager and the Finance Director of the City or their respective designees are hereby authorized and directed to approve and deliver the Limited Offering Memorandum to the Underwriter and the Underwriter is hereby authorized and directed to distribute the Limited Offering Memorandum to the purchasers of the Bonds.

6. The Documents and the Bonds shall be in substantially the forms reviewed by staff and described herein, which are hereby approved, with such completions, omissions, insertions and changes as may be necessary or convenient to reflect the final terms of the Bonds, and as otherwise approved by the officers of the City executing them after consultation with counsel to the City, their execution to constitute conclusive evidence of their approval of any such completions, omissions, insertions and changes.

6. Any authorization made hereby to the officers of the City to execute a document shall include authorization to the Mayor, the City Manager or the Finance Director of the City, or their respective designees, to execute the document, authorization to the City Clerk or any Assistant City Clerk to affix the seal of the City to such document and attest such seal and where appropriate, to deliver it to the other parties thereto, all in the manner provided in the Documents.

7. Such officers are hereby authorized and directed to execute and deliver any and all other documents, agreements, instruments, and certificates in the name and on behalf of the City as may be necessary or desirable to the issuance of the Bonds. All other acts of the officers of the City that are in conformity with the purposes and intent of this resolution and in furtherance of the undertaking of the Development and the issuance and sale of the Bonds are hereby ratified, confirmed and approved.

8. This resolution shall take effect immediately.

* * * * *

I, Kim Deason, City Clerk of the City of Concord, North Carolina, DO HEREBY CERTIFY that the foregoing is a true and complete copy of so much of the proceedings of the City Council for the City of Concord, North Carolina, at a regular meeting duly called and held on November 10, 2022, as it relates in any way to the resolution hereinabove set forth, and that such proceedings are recorded in the minutes of the City Council.

WITNESS my hand and the seal of the City Council of the City of Concord, North Carolina, this 10th day of November, 2022.

(SEAL)

Kim Deason, City Clerk
City of Concord, North Carolina

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Revolving Affordable Housing 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 project authorized is Affordable Housing – We Build.

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

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>

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

Expenses/Expenditures

<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
3700-5475100	We Build (CFEA)	1,300,000	2,700,000	1,400,000
3700-5811082	Future Projects	1,912,032	512,032	(1,400,000)
	Total			0

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of November, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney



10/04/2022

Mr. Lloyd Payne, Jr., ICMA-CM
City Manager
City of Concord
35 Cabarrus Avenue W
Concord, North Carolina, 28025

Dear Mr. Lloyd:

WeBuild Concord requests \$1,400,000 million from the Affordable Housing Revolving fund for new affordable housing projects and construction. We will use the funds for new naturally reoccurring affordable housing projects at 114 Kerr Street (a mixed-use development), 531 Allison Street NW, Skyy Summer Apartments, and projects at seven sites on land purchased from the City. We are closing on these properties between October and December. Groundbreakings on some projects begin in October through December. We will use most of the funding to launch construction for reimbursable contracts. We intend to get City Council's approval at the next Council Meeting for this request.

The additional projects will add at least 17 other units to the 50 to 60 affordable units discussed in our last request. These include construction that will aid single-family, multi-family, and senior housing partners and continue our collective impact model with the City of Concord and partners. We will continue to market these developments as joint ventures between WeBuild Concord, the City of Concord, and partners that engage with us on individual projects.

The attached PowerPoint summarizes our overall efforts and timelines.

We thank you in advance for your consideration.

Sincerely,

Patrick C. Graham, Ph.D.
Chief Executive Officer



Strategic Vision and Collective Impact

Patrick C. Graham, Ph.D.

Chief Executive Officer

pgraham@webuildconcord.org

www.webuildconcord.org

Mission and Vision

Tagline

- *“Building Homes, Partnerships, and Opportunities”*

Vision Statement

- *WeBuild Concord will be a premier agency providing and inspiring the development of equitable and permanently affordable housing options for all of Concord’s residents.*

Mission Statement

- *WeBuild Concord is a catalyst for **building** homes, **partnerships**, and **opportunities** for the stability and wealth of our residents.*



Core Values

- *Stability*

- We enrich neighborhoods by providing affordable housing options for low to moderate-income households.

- *Connectivity*

- We foster relationships by listening, understanding, and empowering the voices of partners and residents.

- *Opportunity*

- We partner to ensure residents have quality homes that improve their ability to thrive and build wealth

- *Respect*

- We promote pride and dignity in our community through high standards and thoughtful stewardship.

- *Equity*

- We affect change by building an inclusive future through housing.



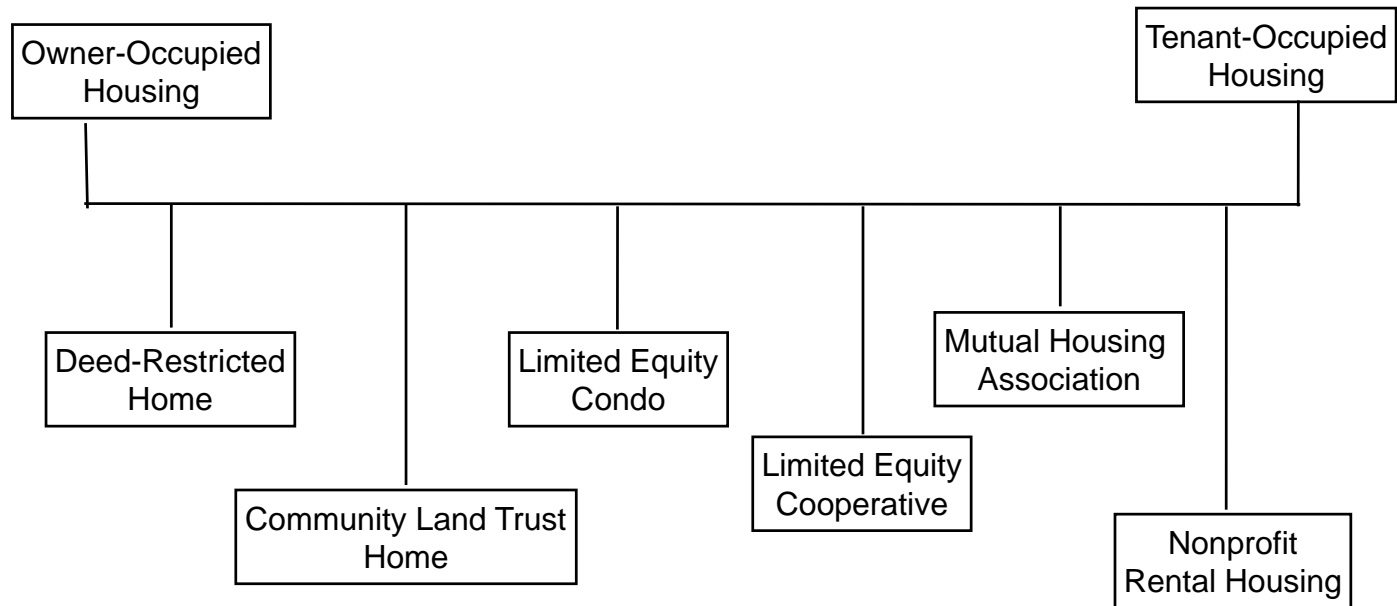
Systemic, Structural, and Quality Issues



- 2019 Housing Study – Over 3,000 affordable units needed
- Pandemic and Post-Pandemic –Some estimates are over 4,000 to 5,000
- Segregation and Gentrification vs Revitalization
- Modern Redlining
- Infrastructure – water, roads, and transportation
- Permanent Affordable Housing vs Temporary
- Stability and Wealth and Economic Development
- 30 – 80% AMI and Mixed-Income Development



Social Housing Continuum



Strategic Plan 2022 -2024

Land, Unit, and Building Goals



Unique Multi-Family Developments on Single Plots



Mixed-Income Development and Anti-Redlining



Mixed-Use Economic Development and Access (Education, Amenities, etc.)



Strategic Plan 2022 -2024

Land, Unit, and Collective Building Goals



New Developments



Lincoln Street Townhome Project

- 26 Townhome Units
- Logan Community, Concord, NC
- Type: Ownership
- Pre-Construction: Active
- Construction: Groundbreaking Nov/Dec 2022



Summary

This is a 26 mixed-income development designed to address low-ownership rates and revitalization in the Logan Community.



New Developments



Single-Family Developments

- 7 single-family developments
- Floor plans range from 1,200 to 1,600 square feet
- Located in various parts of Northwest, Southwest, and North Concord (see map slide)
- Type: Ownership and Rental
- Construction: Groundbreakings between Oct 2022 – June 2023.



Summary

New construction for 80% AMI and below. This is designed to spread affordable housing in non-traditional areas.



New Developments

NOAH Projects – Naturally Occurring Affordable Housing

- Kerr Street Project and Single-Family Developments
- 17 units at 114 Kerr Street
- Located in downtown Concord
- Rehabilitation: Rehabs will begin between November 2022 and May 2023

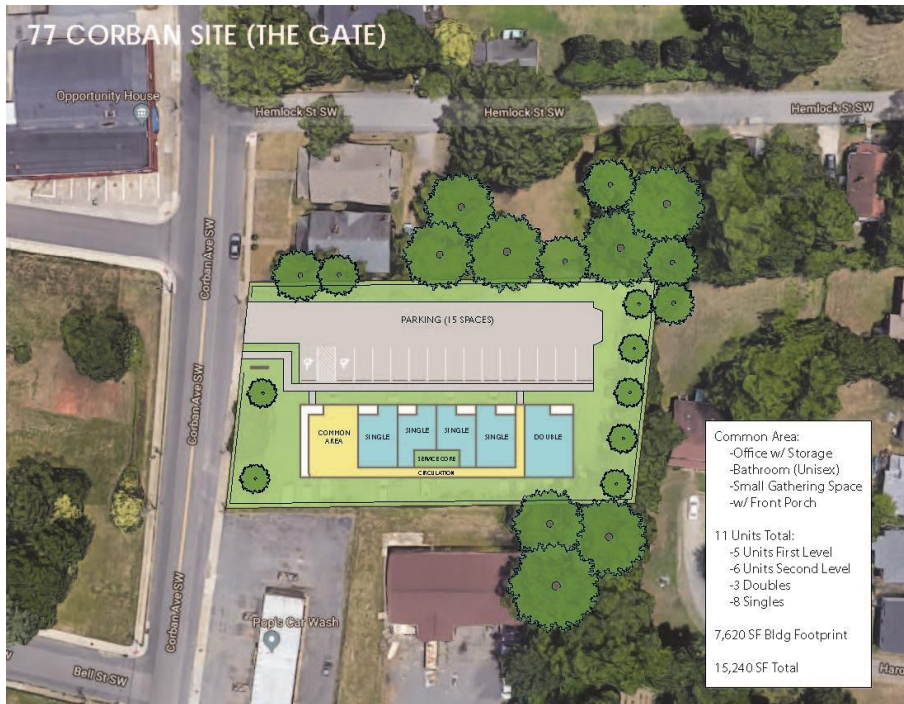
Summary

The Kerr Street Project is a mixed-use development that will revitalize a church with 15 affordable apartments and office space. There are single-family developments as well.



New Developments

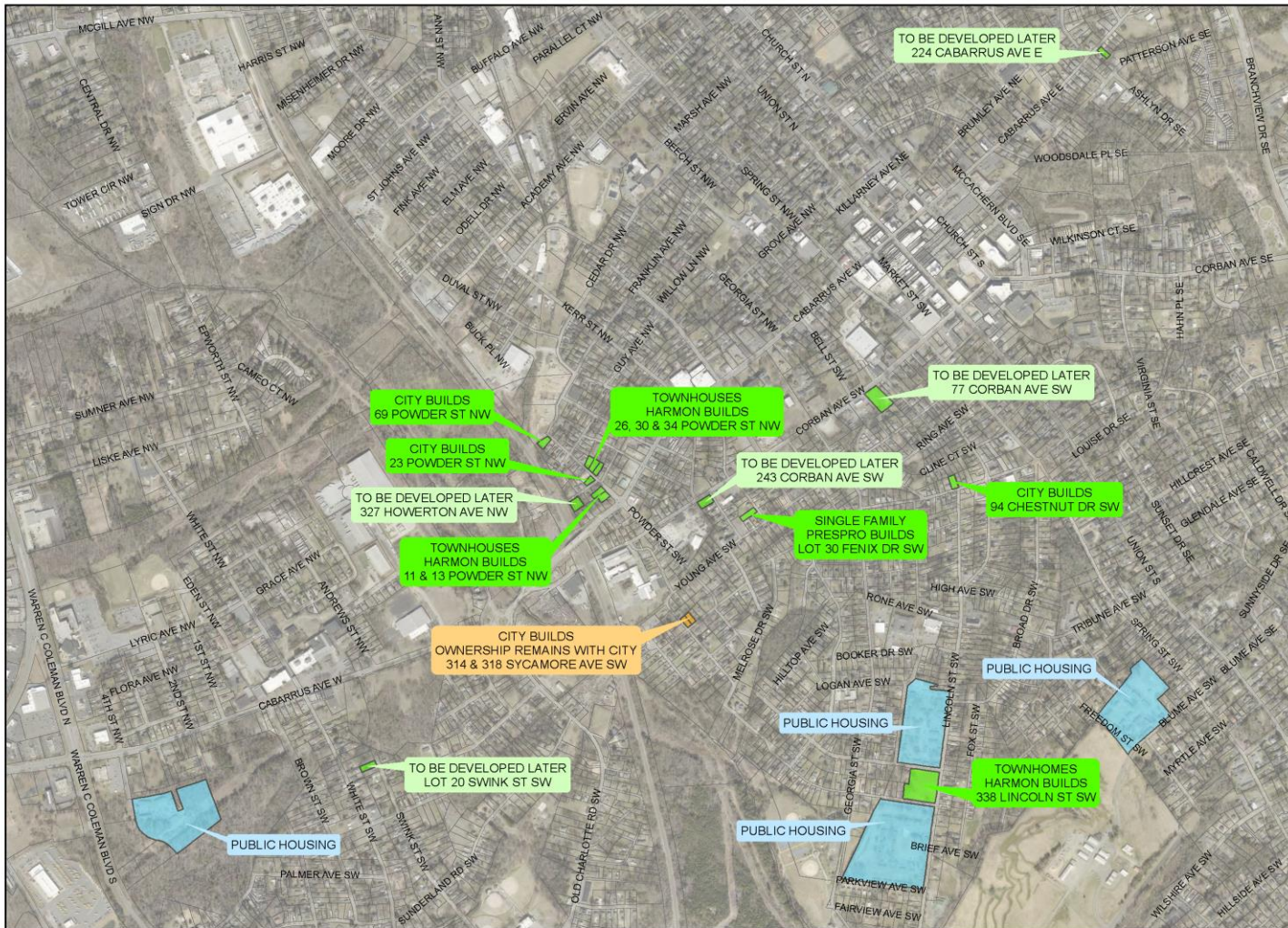
Other Projects: Corban Ave Senior Development and Multi-family Lots



- The Corban Ave Senior Development will be an 11 unit facility developed in partnership with the City of Concord Housing Department to ensure affordable housing opportunities for seniors.
- WeBuild is developing three other multi-family properties and one co-investment site that will create 18 affordable units.
- Groundbreaking: 2024 – 2026

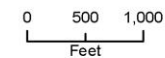


Affordable Housing Lots



Properties

- City Development Lots
- Lots for WeBuild
- Public Housing
- Parcels





0

Affordability + Opportunity = Revitalization

not

Segregation + Gentrification = Revitalization

Quality and Affordability

Not

Quality vs Affordability

Create Volume



Housing Systems Intersections Workforce Systems Economic Development

Location	Talent	Education
Affordability	Proximity	Workforce Development
Quality	Stability and Wealth	Economic Development

Community Development

Policy and Law



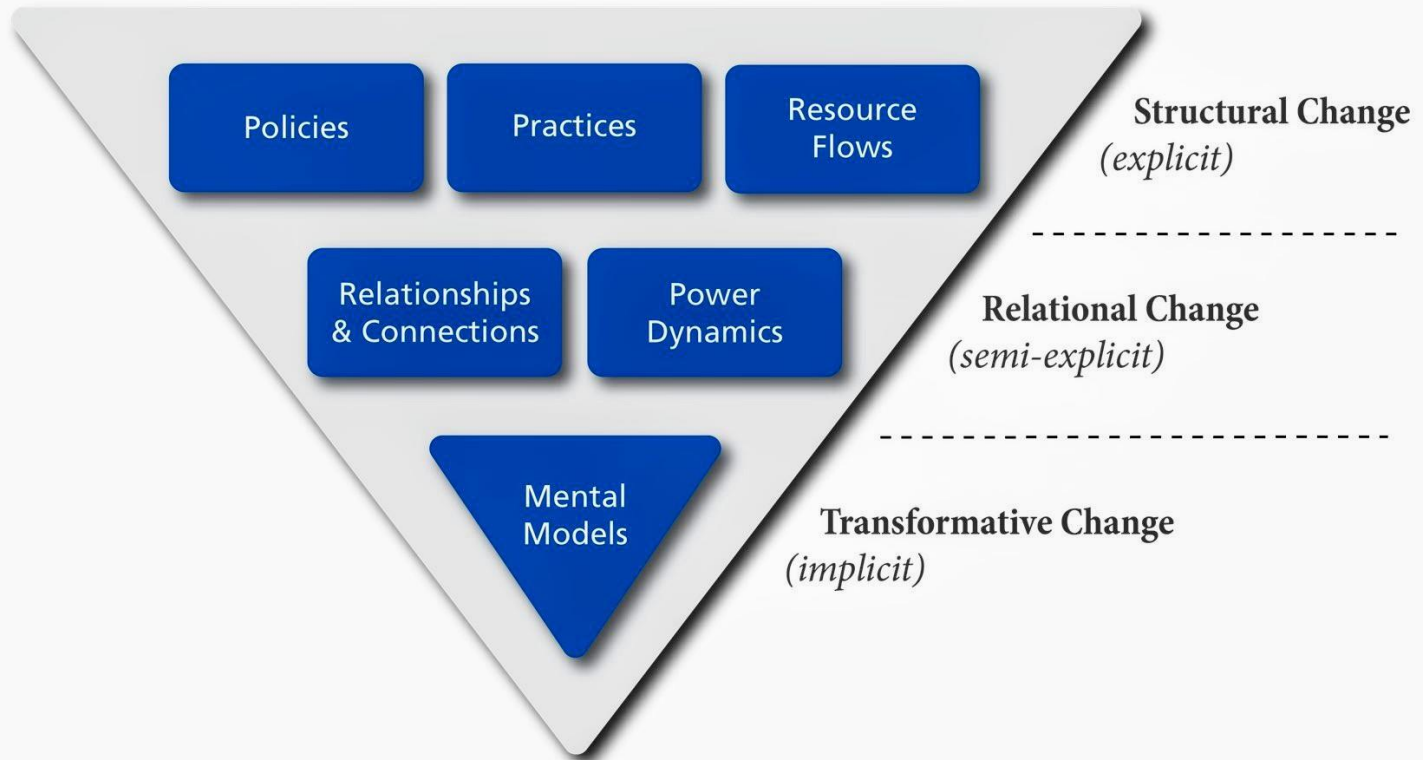


“Systems change is about shifting the conditions and thinking that are holding the problem in place.”

Social Innovation Generation
(Graham added “thinking”)



Six Conditions of Systems Change



The 5 Conditions of Collective Impact

- 1** **Common Agenda**
 - **Common understanding** of the problem
 - **Shared vision** for change
- 2** **Shared Measurement**
 - **Collecting data** and **measuring results**
 - Focus on **performance management**
 - **Shared accountability**
- 3** **Mutually Reinforcing Activities**
 - **Differentiated approaches**
 - **Coordination** through joint plan of action
- 4** **Continuous Communication**
 - **Consistent** and **open communication**
 - Focus on **building trust**
- 5** **Backbone Support**
 - Separate organization(s) with **staff**
 - Resources and skills to **convene** and **coordinate** participating organizations



PARTNERS



Central Convener – Coordinator

Residents



Other Private, Public, and
Social Sector Agencies

Foundations and Corporations



Your Thoughts

Comments

Questions?

704.784.0039

info@webuildconcord.org

4 Barbrick Ave SW

Suite 10

Concord, North Carolina 28025

www.webuildconcord.org





WeBuild Concord

BUILDING HOMES, PARTNERSHIPS, AND OPPORTUNITIES

PENDLETON HOMEOWNERS' ASSOCIATION

c/o Llams, Inc.

PO Box 191

Concord, NC 28206-0191

October 13, 2022

Ms. Lindsay Manson
Public Affairs and Project Manager
City Manager's Office
35 Cabarrus Ave. W
Concord, NC 28025-0308

Dear Ms. Manson:

This letter goes along with my application for the Pendleton HOA, Inc.'s to be formally recognized as a "Neighborhood Organization."

RE: **Question 3:** The attached maps should be sufficient to show where our neighborhood is situated. The boundary to the east is Crestmont Rd. There are no other streets directly bordering our neighborhood, but a small airport is directly north of us.

This letter also contains a paragraph about our neighborhood:

The Pendleton Neighborhood was established, per its Articles of Incorporation, on May 2, 2008. Its **Declaration of Covenants, Conditions, and Restrictions for Pendleton, A Planned Community** (henceforth, noted as the "Declaration") were filed on June 24, 2008. The neighborhood was originally designated for single and two-story homes and townhouses, but the "finished product" consisted solely of 144 one or two-story homes. At this time, we do not have a useable "common area," due to the presence of two retention ponds draining into the said area. We also do not have a "club house" or central office on premises. Our current management company is Llams, Inc., located at

Here are our purposes, from **Article III** of our **Declaration**:

Every person who is an owner of a fee or undivided fee simple interest in any of the Lots shall be a Member of the Association. Ownership of such interest shall be the sole qualification for membership, and membership shall be appurtenant to and shall not be separated from such ownership. The Association shall be organized and governed as follows:

- 3.1. Purposes.** The purposes of the Association shall be; (i) To maintain and preserve all Common Areas, decorative and protective structures (including but not limited to entry monuments and, buffer walls), ponds, lakes, utilities, landscaped areas and other improvements located thereon, if any;
- (ii) To provide services and perform duties relating to the Townhome Lots which will be paid for out of the Townhome Assessment;
 - (iii) To enforce the provisions of the Governing Documents;
 - (iv) To perform all duties and functions allotted to owner's associations
 - (v) To promote and to protect the enjoyment and beneficial use and ownership of the Lots; and
 - (vi) To promulgate and enforce the Rules and Regulations and administrative rules and regulations for the use of the Common Area and for the use and occupancy of the Lots.

PENDLETON HOMEOWNERS' ASSOCIATION

c/o Llams, Inc.

PO Box 191

Concord, NC 28206-0191

3.2. Powers and Responsibilities. The Association shall have all powers and responsibilities and shall perform all duties and functions allotted to owner's associations by Article 3 of the Planned Community Act, the terms and provisions of which are incorporated herein. The Association shall also have all rights and powers and shall perform all duties and functions that may be assigned to it by Declarant pursuant to this Declaration.

Our new HOA Board is relatively new; so we don't have a list of goals, per se. However, we all feel that we need to beautify our common areas, and help promote harmony and fellowship within our neighborhood. We will be establishing a **Beautification Committee** to help us with seasonal decorations, and we are in the process of talking about some possible social events.

Our mailing address is c/o our Management Company, Llams, Inc. (--See above for their address.) My personal address is 2479 Willow Pond Ln SE, Concord, NC 28025, and my cell number is 704-322-8434.

Thank you very much for your kind consideration of this request! If you need any more information, please feel free to contact me at your earliest convenience.

Sincerely,



(Rev.) James B. Bernacki, President
Pendleton Homeowners' Association, Inc.

Attachments: Application, maps, Articles of Incorporation, and Bylaws



APPLICATION FOR FORMAL RECOGNITION OF NEIGHBORHOOD ORGANIZATIONS

1. Name of Neighborhood Organization

Pendleton Homeowners' Association, Inc.

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)

We are located west of Crestmont Rd. There are no other street boundaries. (Please see the attached letter and maps.)

4. Estimated number of households in neighborhood: 144

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: James Bernacki Title: President

Address: 2479 Willow Pond Ln SE, Concord, NC 28025

Phone Number: 704-322-8434 Email: jbernacki@windstream.net

Name: Renee Troublefield Title: Vice President

Address: 2447 Thorn Spring Ln.

Phone Number: 973-454-6260 Email: rtroublefield@gmail.com

Name: Joseph R. Chamberlain Title: Treasure

Address: 1206 Tangle Ridge Dr SE

Phone Number: 716-378-6372 Email: CHROLEAN@gmail.com

Name: Corinna Dusley Title: Secretary

Address: 1180 Tangle Ridge Dr. SE

Phone Number: 314-201-7213 Email: C.dusley@live.com

Other Board members (attached separate sheet if necessary)

Name: Efren Castillo Title: Communications Officer
Address: 2438 Thorn Spring Ln SE
Phone Number: 646 204 3974 Email: EfrenCast@gmail.com

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

Our HOA meets annually. Our next meeting is scheduled for Tue, Nov. 15 @ 6:30pm. (Our Board meets usually every 2 months.)

6. Location of meeting(s):

Currently, we are renting the Hall of All Saints Episcopal Church.

7. When is the election of officers held?

Our election will take place at the first Board meeting following the Annual Meeting.

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

www.fendletonHOA.org

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

James B. Bernacki
Applicant's Name (please print)

President
Applicant's Title

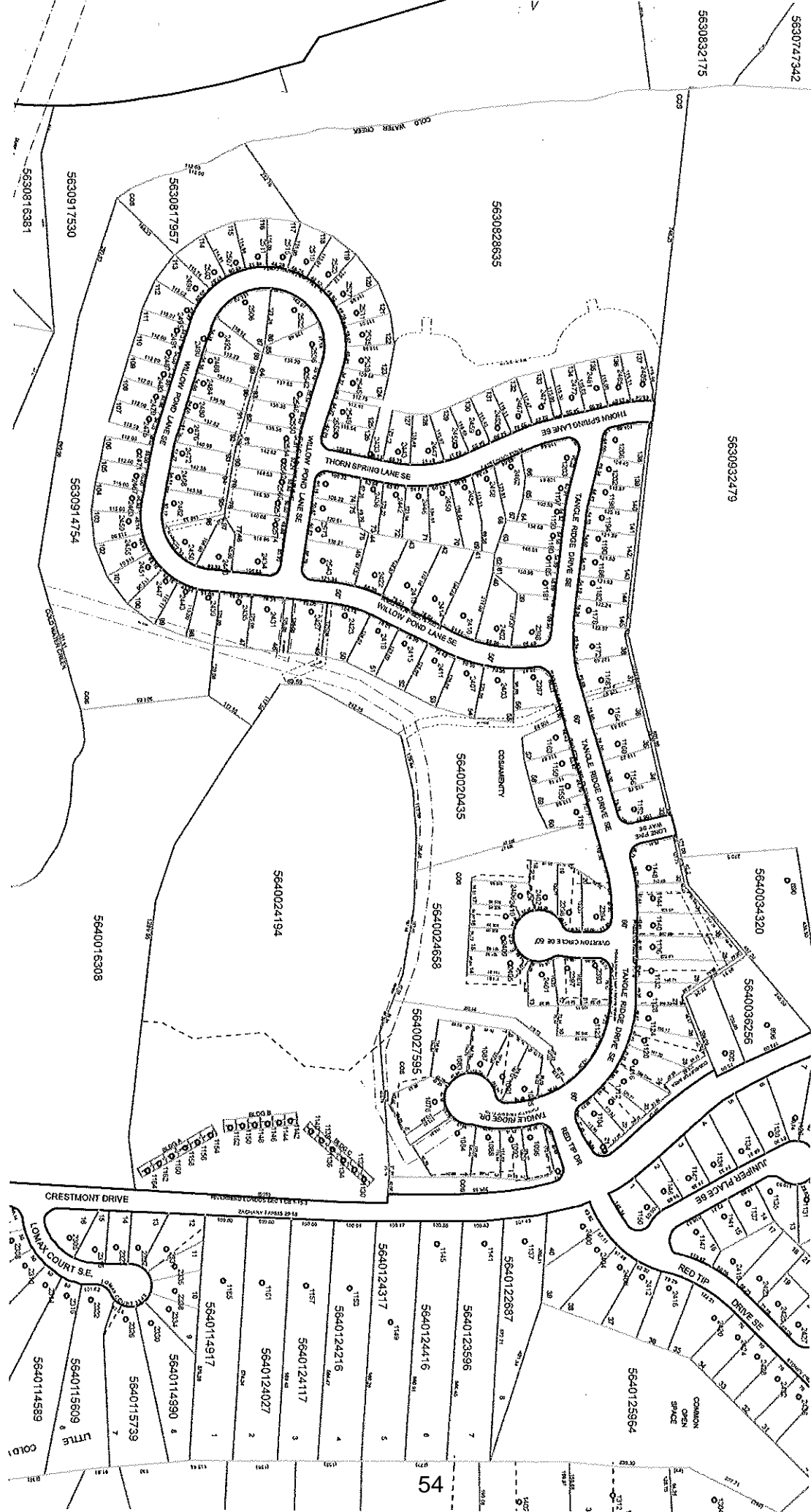
James B. Bernacki
Applicant's Signature

Oct. 12, 2022
Date of Application

PLEASE RETURN FORM AND DIRECT QUESTIONS TO:

Lindsay Manson
Public Affairs and Project Manager
City Manager's Office
35 Cabarrus Ave West
Concord, NC 28025-0308
Phone: 704.920.5210
Email: mansonl@concordnc.gov

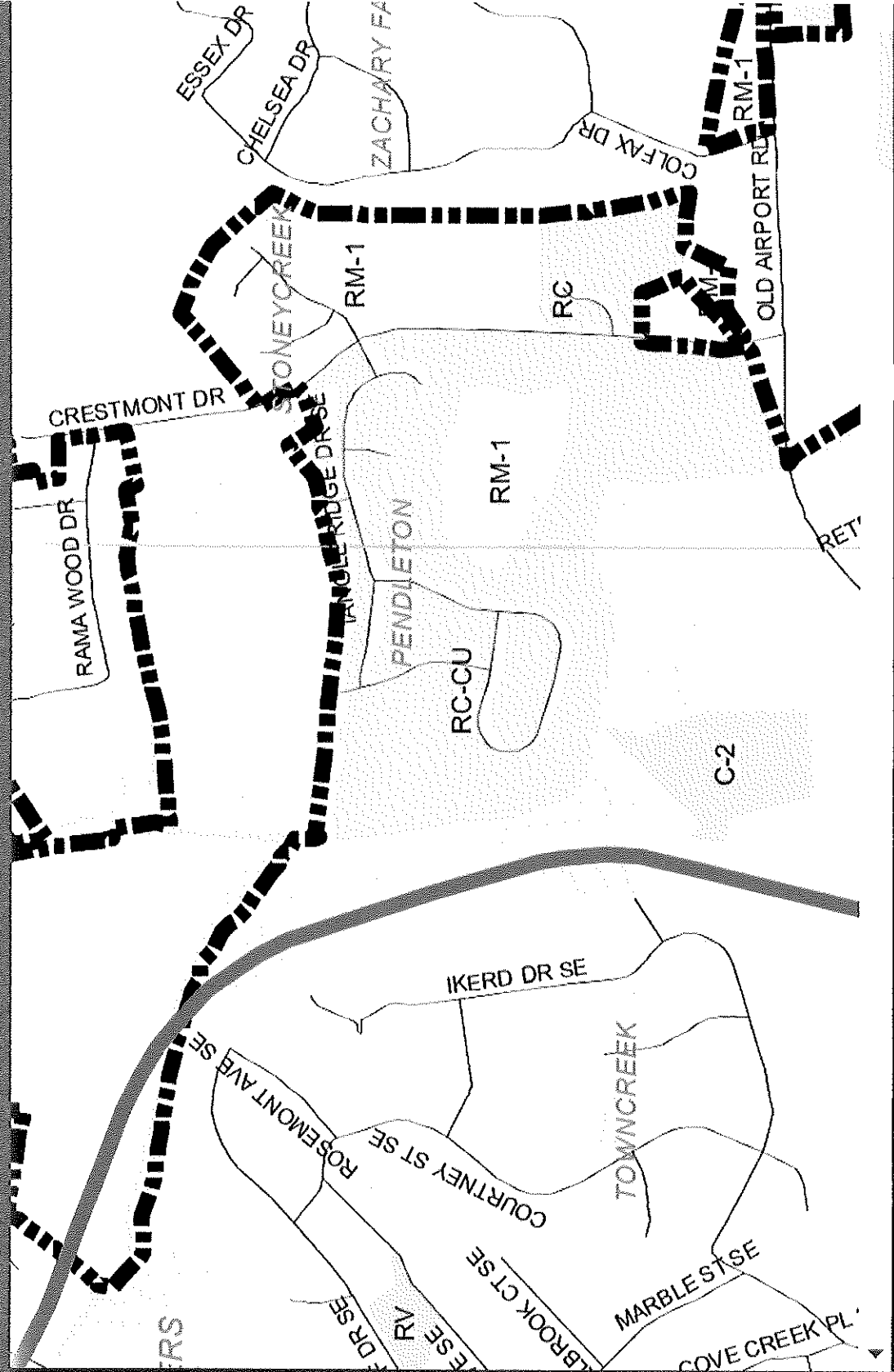
Padston Development



5630747342
5630832176
5630917530
5630817957
5630816381
5630914754
5640016308
5630932479

564002435
564002494
5640024658
5640027595
5640034320
5640036256
5640123596
5640122887
5640124416
5640124317
5640124216
5640124117
5640124027
5640114917
5640114990
5640115739
5640115609
5640114589





Navigation and utility icons including a search bar, a home button, a back button, a forward button, a refresh button, a search icon, a question mark icon, a temperature display showing 72°F, and a location pin icon.

**ARTICLES OF INCORPORATION
OF
PENDLETON HOMEOWNERS ASSOCIATION, INC.,
A Nonprofit Corporation**

The undersigned incorporator hereby forms a nonprofit corporation (the "Corporation") under the laws of the State of North Carolina, as contained in Chapter 55A of the General Statutes of North Carolina entitled the "North Carolina Nonprofit Corporation Act" (the "Act"), and to that end hereby sets forth:

1. The name of the Corporation is "Pendleton Homeowners Association, Inc."
2. The street and mailing address and county of the principal office of the Corporation is 855 Sam Newell Road, Suite 100, Matthews, Mecklenburg County, North Carolina 28105. The street address and county of the initial registered office of the Corporation is 855 Sam Newell Road, Suite 100, Matthews, Mecklenburg County, North Carolina 28105, and the name of the initial registered agent of the Corporation is M. Theodore Futrelle, Jr. The mailing address of the initial registered office of the Corporation is the same as the street address.
3. The name and address of the incorporator is G. Robert Turner, III, Horack, Talley, Pharr & Lowndes, 2600 One Wachovia Center, 301 South College Street, Charlotte, North Carolina 28202-6038.
4. The Corporation shall have members, divided into such classes, and with such designations qualifications, rights and obligations, as set forth in the Declaration of Covenants, Conditions and Restrictions for Pendleton (the "Declaration"), and in its Bylaws.
5. The purposes for which the Corporation is organized are:
 - A. To carry on one or more exempt functions of a homeowners association under the Internal Revenue Code of 1986, as amended (the "Code"), including those activities related to the acquisition, construction, management, maintenance, and care of "association property" (as defined in Section 528(c)(4) of the Code), all pursuant to such rules and policies as shall be set forth in its Bylaws; and
 - B. To do such other acts and things, and engage in any lawful act or activity, for which corporations may be organized under, and as are authorized and permitted by, the Act and to have and exercise all powers necessary or convenient to effect any or all of the purposes for which the Corporation is organized; provided, however, that in all events and circumstances, no part of any net earnings of the Corporation shall inure (other than by acquiring, constructing, or providing management, maintenance, and care of association property, and other than by a rebate of excess membership dues, fees, or assessments) to the benefit of any member of the Corporation or to the benefit of any private shareholder or individual (as defined in accordance with Treasury Regulations Section 1.528-7 promulgated under the Code), the Corporation being

BY-LAWS
OF
PENDLETON HOMEOWNERS ASSOCIATION, INC.

ARTICLE 4: OFFICERS		9
4.1. Officers		9
4.2. Election and Term of Office		9
4.3. Removal and Vacancies		9
4.4. Powers and Duties		9
4.5. Resignation		10
4.6. Execution of Instruments		10
4.7. Compensation		10
ARTICLE 5: COMMITTEES		10
5.1. General		10
5.2. Covenants Committee		10
ARTICLE 6: MISCELLANEOUS		10
6.1. Fiscal Year		10
6.2. Parliamentary Rules		10
6.3. Conflicts		10
6.4. Books and Records		10
6.5. Notices		11
6.6. Amendment		11

In the case of a special meeting or when otherwise required by statute or these By-Laws, the purpose or purposes for which the meeting is called shall be stated in the notice. No business shall be transacted at a special meeting except as stated in the notice.

2.6. Waiver of Notice. Waiver of notice of a meeting of the Association shall be deemed the equivalent of proper notice. Any Member may, in writing, waive notice of any meeting of the Association, either before or after such meeting. Attendance at a meeting shall be deemed a waiver of any objection as to notice of the time, date, and place thereof, unless specific objection as to the lack of proper notice is given at the time the meeting is called to order. Attendance at a special meeting also shall be deemed a waiver of notice of all business transacted at such meeting unless an objection on the basis of lack of proper notice is raised before the business is put to a vote.

2.7. Adjournment of Meetings. If any meeting of the Association cannot be held because a quorum is not present, Members or their proxies holding a Majority of the votes represented at such meeting may adjourn the meeting to a time not less than five (5) nor more than twenty (20) Days from the time the original meeting was called. 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 set by those in attendance at the original meeting or if for any reason a new date is set for reconvening the meeting after adjournment, notice for reconvening the meeting shall be given to Members in the manner prescribed in Section 2.5.

2.8. Voting. The voting rights of the Members shall be as set forth in the Declaration and in these By-Laws, and such voting rights provisions are specifically incorporated by this reference. The Board may adopt policies and procedures regarding the methods of casting votes, such as written ballots, secret ballots or computer access.

2.9. List for Voting. After setting a record date for notice of a meeting, the Board shall prepare an alphabetical list of the names of the Members entitled to notice of such meeting. The list shall show the address of the Member and the number of votes each is entitled to vote at the meeting. The list for voting shall be made available for inspection in accordance with North Carolina law.

2.10. Proxies. At all meetings of Members, each Member may vote in person (if a corporation, partnership, limited liability company, or trust, through any officer, director, partner, member, manager or fiduciary duly authorized to act on behalf of the Member) or by proxy, subject to the limitations of North Carolina law relating to use of general proxies and subject to any specific provision to the contrary in the Declaration or these By-Laws. Every proxy shall be in writing specifying the Lot(s) for which it is given, signed by the Member or such Member's 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. 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 (2) 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 and shall automatically cease upon conveyance of any Lot for which it was given, or upon receipt of notice by the secretary of the death or judicially declared incompetence of a Member who is a natural person, or of written revocation, or eleven (11) months from the date of the proxy, unless a shorter period is specified in the proxy.

Each Owner may cast all votes assigned to such Owner's Lots for each position to be filled. There shall be no cumulative voting. That number of candidates equal to the number of positions to be filled receiving the greatest number of votes shall be elected. Directors may be elected to serve any number of consecutive terms.

3.3. Directors During Class "B" Control Period. All directors shall be selected by the Class "B" Member acting in its sole discretion and shall serve at the pleasure of the Class "B" Member during the Class "B" Control Period.

3.4. Removal of Directors and Vacancies. Any director elected by the Class "A" Members may be removed, with or without cause, by Members holding two-thirds (2/3) of the votes entitled to be cast for the election of such director, but shall not be subject to removal solely by the Class "B" Member. Any director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a director, a successor shall be elected by the Class "A" Members to fill the vacancy for the remainder of the term of such director.

Any director elected by the Class "A" Members who has three (3) or more consecutive unexcused absences from Board meetings, or who is more than thirty (30) Days delinquent (or is the resident of a Lot that is delinquent or is the representative of a Member who is delinquent) in the payment of any assessment or other charge due the Association, may be removed by a Majority of the directors, and the Board may appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members may elect a successor for the remainder of the term.

In the event of the death, disability, or resignation of an elected director or the adoption of a Board resolution increasing the number of directors, the Board may declare a vacancy and appoint a successor to fill the vacancy until the next annual meeting, at which time the Class "A" Members shall elect a successor for the remainder of the term.

This Section shall not apply to directors appointed by the Class "B" Member nor to any director serving as a representative of the Declarant. The Class "B" Member or 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 or elected as a representative of the Class "B" Member or the Declarant.

B. Meetings.

3.5. 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 one (1) such meeting shall be held during each year.

3.6. 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 (2) directors.

3.7. Notice. Notice of a regular meeting shall be communicated to directors not less than four (4) Days prior to the meeting. Notice of a special meeting shall be communicated to directors not less than seventy-two (72) hours prior to the meeting. No notice need be given to any director who has signed a waiver of notice or a written consent to holding of the meeting. The notice 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. Notices shall

known to the Board prior to entering into such contract and such contract was approved by a Majority of the Board, excluding the interested director.

3.12. Conduct of Meetings. The president shall preside over all meetings of the Board, and the secretary shall keep a minute book of Board meetings, recording all Board resolutions and all transactions and proceedings occurring at such meetings. In the case of a tie vote on a motion or resolution before the Board, the motion or resolution is considered lost.

3.13. Open Meetings. Subject to the provisions of Sections 3.10 and 3.15, all meetings of the Board shall be open to all Members, but Members other than directors may not participate in any discussion or deliberation unless permission to speak is requested on a Member's behalf by a director. In such case, the president may limit the time any Member may speak. Notwithstanding the above, the president may adjourn any meeting of the Board, reconvene in executive session, and exclude Members to discuss matters of a sensitive nature.

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 a consent in writing, setting forth the action so taken, is signed by all of the directors, and such consent shall have the same force and effect as a unanimous vote.

C. Powers and Duties.

3.16. 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 all acts and things which the Governing Documents or North Carolina law do not direct to be done and exercised exclusively by the membership generally.

3.17. Duties. The 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;

(d) designating, hiring, and dismissing the personnel necessary to carry out the rights and responsibilities of the Association and where appropriate, providing for the 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 directors' best business judgment, in depositories other than banks;

(f) making and amending rules in accordance with the Declaration;

(d) no remuneration shall be accepted by the managing agent from vendors, independent contractors, or others providing goods or services to the Association, whether in the form of commissions, finder's fees, service fees, prizes, gifts, or otherwise; any item of value received shall benefit the Association;

(e) any financial or other interest which the managing agent may have in any firm providing goods or services to the Association shall be disclosed promptly to the Board; and

(f) an annual financial report shall be made available to all Members within one hundred twenty (120) Days after the close of the fiscal year. Such annual report may be prepared on an audited, reviewed or compiled basis, as the Board determines.

3.20. Borrowing. The Association shall have the power to borrow money for any legal purpose; provided however, 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 twelve (12) month period, exceeds or would exceed ten percent (10%) of the budgeted gross expenses of the Association for that fiscal year, the Board shall obtain the approval of Members holding at least sixty-seven percent (67%) of the total votes allocated to Lots prior to borrowing such money.

3.21. 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.

3.22. Enforcement.

(a) Notice. Prior to imposition of any sanction requiring compliance with these procedures as set forth in the Declaration, the Board or its delegate shall serve the alleged violator with written notice including (i) the nature of the alleged violation, (ii) the proposed sanction to be imposed, (iii) a statement that the alleged violator may present a written request for a hearing to the Board or the covenants committee, if one has been appointed pursuant to Article 5, within fifteen (15) Days of the notice; and (iv) a statement that the proposed sanction shall be imposed as contained in the notice unless a request for a hearing is received within fifteen (15) Days of the notice. If a timely request is not received, the sanction stated in the notice shall be imposed; provided however, the Board or covenants committee, as the case may be, may, but shall not be obligated to, suspend any proposed sanction if the violation is cured within the fifteen (15) Day period. Such suspension shall not constitute a waiver of the right to sanction future violations of the same or other provisions and rules by any Person. In the event of a continuing violation, each day the violation continues beyond the fifteen (15) Day period shall constitute a separate offense, and fines may be imposed on a per diem basis without further notice to the violator. In the event of a violation which recurs within one (1) year from the date of any notice hereunder, the Board or covenants committee, as the case may be, may impose a sanction without further notice to the violator. The Board may adopt a schedule of sanctions for violations of the Governing Documents.

(b) Hearing. If a hearing is requested within the allotted fifteen (15) Day period, the hearing shall be held before the covenants committee, or if none has been appointed, then before the Board in executive session. The alleged violator shall be afforded a reasonable

(c) By Members. Except as provided above, these By-Laws may be amended only by the affirmative vote or written consent, or any combination thereof, of Members holding at least sixty-seven percent (67%) of the total Class "A" votes in the Association, and, during the Development Period, the written consent of the Declarant. In addition, the approval requirements set forth in Article 12 of the Declaration shall be met, if applicable. Notwithstanding the above, the percentage of votes necessary to amend a specific clause shall not be less than the prescribed percentage of affirmative votes required for action to be taken under that clause.

(d) Validity and Effective Date. Any amendment to these By-Laws shall become effective upon recordation in the Public Records, unless a later effective date is specified in the amendment. Any procedural challenge to an amendment must be made within six (6) months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of these By-Laws.

No amendment may remove, revoke, or modify any right or privilege of the Declarant or the Class "B" Member without the written consent of the Declarant, the Class "B" Member, or the assignee of such right or privilege.

If a Member consents to any amendment to the Declaration or these By-Laws, it will be conclusively presumed that such Member has the authority to consent and no contrary provision in any Mortgage or contract between the Member and a third party will affect the validity of such amendment.

(e) HUD/VA Approval. As long as there is a Class "B" membership, the U.S. Department of Veterans Affairs, so long as it is guaranteeing the Mortgage on any Lot, or the U.S. Department of Housing and Urban Development, so long as it is insuring the Mortgage on any Lot, shall have the right to disapprove any amendment to the By-Laws.

6.7. Prior Understandings. These By-Laws supersede and repeal all previous bylaws and amendments thereto of the Association.

4.7. Compensation. Compensation of officers shall be subject to the same limitations as compensation of directors under Section 3.12.

ARTICLE 5: 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. Unless otherwise provided by the Board, committee members shall be eligible Members or residents; provided however, no Class "A" Member may have more than one (1) representative on a committee at any time. No committee appointed by the Board shall be empowered to take any affirmative action or to bind the Board or the Association without the consent of the Board.

5.2. Covenants Committee. In addition to any other committees which the Board may establish pursuant to the Declaration, these By-Laws and, specifically, Section 5.1, the Board may appoint a covenants committee consisting of at least three (3) and no more than five (5) members. 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 Section 3.22 of these By-Laws.

ARTICLE 6: MISCELLANEOUS

6.1. Fiscal Year. The fiscal year of the Association shall be the calendar year unless the Board establishes a different fiscal year by resolution.

6.2. Parliamentary Rules. Except as may be modified by Board resolution, Robert's Rules of Order Newly Revised (current edition) shall govern the conduct of Association proceedings when not in conflict with North Carolina law, the Articles of Incorporation, the Declaration, or these By-Laws.

6.3. Conflicts. If there are conflicts between the provisions of North Carolina law, the Articles of Incorporation, the Declaration, and these By-Laws, the provisions of North Carolina law, the Declaration, the Articles of Incorporation, and the By-Laws (in that order) shall prevail.

6.4. Books and Records.

(a) Inspection by Members and Mortgagees. The Board shall make available for inspection and copying by any holder, insurer or guarantor of a first Mortgage on a Lot, any Member, or the duly appointed representative of any of the foregoing at any reasonable time and for a purpose reasonably related to his or her interest in a Lot: the Declaration, By-Laws, and Articles of Incorporation, any amendments and supplements to the foregoing, the rules of the Association, and the minutes of meetings of the Members, the Board, and committees. The Board shall provide for such inspection to take place at the office of the Association or at such other place within the Properties as the Board shall designate during normal business hours.

(b) Rules for Inspection. The Board may establish rules with respect to:

**CITY OF CONCORD
CONCORD, NORTH CAROLINA**

CONTRACT CHANGE ORDER #1-FINAL

Project: General Aviation Terminal Parking Lot Rehabilitation
Concord-Padgett Regional Airport

Date: 10/14/22

To: Blythe Brothers Asphalt Co., LLC
(CONTRACTOR)

Account No.
Purchase Order No.

6302/5800451
137345

You are hereby requested to make the following changes in this Contract to comply with the provisions of the attached and/or the original Contract Documents.

Item No.	Description of Changes	Unit	Contract Quantity	As-Built Quantity	Unit Price	Additions	Deductions
2	UNCLASSIFIED EXCAVATION	CY	140	125.69	\$35.00		-\$500.85
3	UNDERCUT EXCAVATION	CY	20	0.00	\$235.00		-\$4,700.00
4	CRUSHED AGGREGATE BASE COURSE	CY	120	133.92	\$80.00	\$1,113.60	
5	PRIME COAT	GAL	200	0.00	\$15.00		-\$3,000.00
6	MILLING ASPHALT PAVEMENT	SY	7,600	13,141.10	\$4.50	\$24,934.95	
7	ASPHALT CONCRETE SURFACE COURSE, TYPE S-9.5B	TON	1,500	2,028.94	\$130.00	\$68,762.20	
8	ASPHALT SURFACE TREATMENT, SINGLE SEAL	SY	8,000	0.00	\$4.00		-\$32,000.00
12	PAINT PAVEMENT MARKING LINES	LF	7,100	8,167.00	\$0.55	\$586.85	
14	THERMOPLASTIC MARKING SYMBOLS	EA	30	18.00	\$205.00		-\$2,460.00
15	TEMPORARY SILT FENCE	LF	270	0.00	\$3.00		-\$810.00
16	SEEDING AND MULCHING	SF	1,100	0.00	\$3.00		-\$3,300.00
CO-1.1	PAVEMENT REPAIR	TON	0	310.57	\$193.51	\$60,098.40	

Original Contract Amount \$361,311.00
 Net Changes by Previous Change Orders \$0.00
 Net Changes this Change Order \$108,725.16

New Contract Amount **\$470,036.15**

The Contract Time of 21 calendar days will change by this change order
 The total Contract Time including this Change Order is: 21 Calendar Days

Accepted: Matthew Spencer
 Contractor Blythe Brothers Asphalt Co., LLC
 By: Matthew Spencer Date: 10-14-2022

Accepted: CITY OF CONCORD
 By: _____ Date: _____
 City Manager

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

By: _____ Date: _____
 Finance Director

Academy Recreation Center Roof Replacement

Bid Tab

Below are the bids to replace 6 of the nine sections of roof at Academy Recreation Center (A, B, D, E, F, and G) per the drawing in the attachment. The remaining 3 sections (C,H,and I) were replaced in 2021. This will complete the replacement of all roof sections at Academy Recreation Center. The bids were based on a total tear off and replacement scope and the roofs are to be issued a twenty-year warranty. The low bid is from EST roofing at \$220,000 followed by Baker Roofing at \$391,300. The third contractor, Evergreen Roofing, that we contacted for a bid came on site and measured in order to prepare a quote but sent an email indicating that they would be declining to send a proposal at this time.

EST Building Systems	\$220,000
Baker Roofing	\$391,300
Evergreen Roofing	Declined to offer a proposal

ACADEMY REC CENTER ROOF REPLACEMENT BID SCOPE

- TOTAL TEAR OFF AND RE-ROOF 23,109 SQUARE FEET OF ROOF (INCLUDES PARAPET WALLS)
- SECTION A – 900 SQUARE FEET COATED ROOF – WOOD DECKING
- SECTION B – 1014 SQUARE FEET COATED ROOF – CONCRETE DECKING
- SECTION D – 1,248 SQUARE FEET COATED ROOF – CONCRETE DECKING
- SECTION E – 2,525 SQUARE FEET COATED ROOF – CONCRETE DECKING
- SECTION F – 13,287 SQUARE FEET COATED ROOF – WOOD DECKING
- SECTION G – 4,135 SQUARE FEET COATED ROOF – CONCRETE DECKING

- ATTAIN R-30 VALUE ON SECTION A

- TAPER ROOF SECTIONS E (2,525 SQUARE FEET) AND G (4,135 SQUARE FEET) AS THEY POND WATER CURRENTLY

- ALL SECTIONS FULLY ADHERED

- PROVIDE 20 YEAR WARRANTY

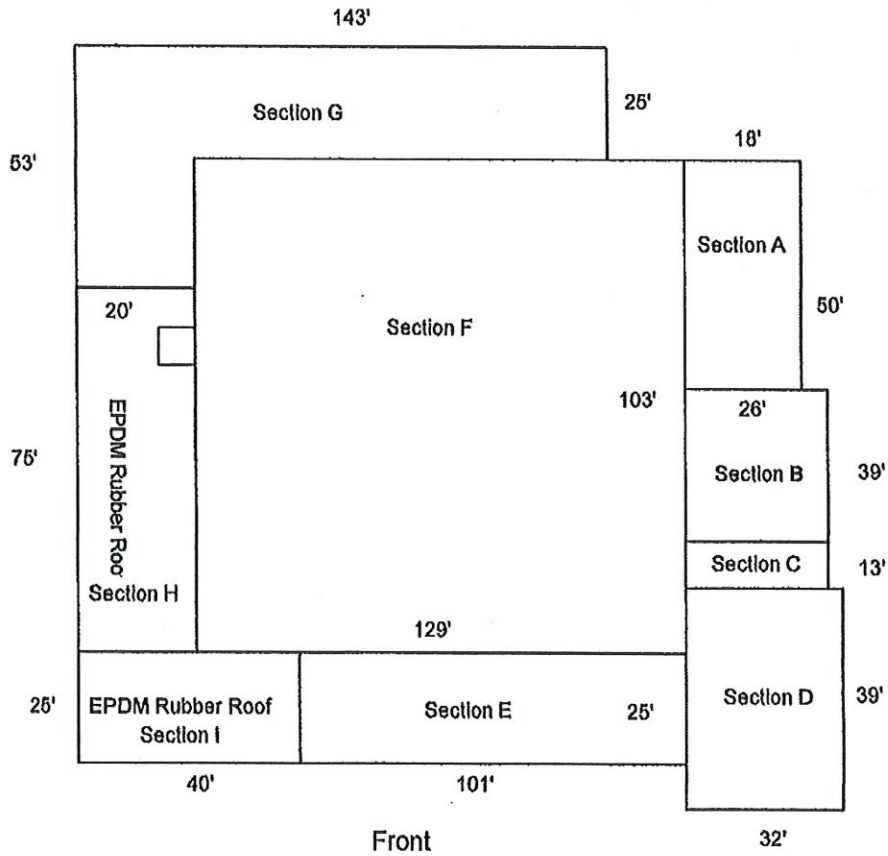
- INCLUDE PERFORMANCE AND PAYMENT BOND FEES

Symbols

2 Roof Drains	7 Ridges	12 Vent Pipe	17 Electric Conduits	22	_____	26	_____
3 Scuppers	8 Valleys	13 Ventilators	18 Sing Braces	23	_____	27	_____
4 Gutters	9 Penthouse	14 Mastic Pockets	19 Crickets	24	_____	28	_____
5 Gravel Stops	10 Chimney	15 Air Cond. Units	20 Rekes	25	_____	29	_____
6 Parapet Walls	11 Skylights	16 Fire Walls	21 Flag Poles				

NOTE: If Ponding Water Is Present Please So Indicate

City of Concord
Academy Recreation Center
147 Academy Street
Concord, NC



- Section A Athletics Office: 900 sf Coated Roof wood decking
- Section B: 1014 sf Coated Roof concrete decking
- Section C: 336 sf TPO Membrane Feb 2017 concrete decking
- Section D: 1248 sf Coated Roof concrete decking
- Section E: 2525 sf Coated Roof concrete decking
- Section F: 13,287 sf Coated Roof wood decking
- Section G: 4135 sf Coated Roof concrete decking
- Section H: 1500 sf of EPDM Rubber Roof wood decking
- Section I: 1000 sf of EPDM Rubber Roof wood decking

Total: 25,947 sf

NOT TO SCALE



EST BUILDING SYSTEMS

301 N. NC-16 Bus. Ste 136
Denver, NC 28037

PHONE: 704-564-5627

eric@estbuildingsystems.com
www.estbuildingsystems.com

PROPOSAL

TO City of Concord PHONE DATE October 24, 2022
STREET PO Box 308 JOB NAME Academy Rec Center
CITY STATE ZIP Concord, NC JOB LOCATION: 147 Academy Ave. NW
CONTACT NAME Joel White FAX Concord, NC JOB PHONE

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

Re-Roof: Johns Manville \$220,000.00 20 Year NDL (No Dollar Limit Warranty)

Re-roof 23,109 sf each (measurements include parapet walls) per specifications below.

Roof Sections A, B, D, E, F and G

Roof Section A will be R-30 Insulation Fully Adhered to Deck and Fully Adhered TPO Membrane. The other parts of the roof sections B-G will be 1.5" Insulation Fully Adhered to Roof Deck and Fully Adhered TPO Membrane. Roof Sections E and G will be tapered insulation Fully Adhered to the Roof Deck and Fully Adhered TPO Membrane.

Performance and Payment Bond Included in above price.

Re-Roof Specifications TPO Membrane Roof:

- Perform a pre-construction meeting with a representative of the building owner, to discuss the logistics and safety requirements for this project.
Perform required safety inspection and installation of all required safety equipment per OSHA.
All necessary equipment and material to complete the project to the rooftop. All material will be staged evenly across the rooftop to have proper weight distribution.
Remove the existing sheet metal perimeter flashings and properly dispose of the debris.
Remove the existing wall flashing down to a workable surface and properly dispose of the debris. Remove the existing penetration flashings and properly dispose of the debris.
Remove existing roofs down to roof deck and dispose.
Inspect decking and make any necessary repairs. Decking Repairs to be completed @ \$12.00 per sf as needed and approved by owner.
Furnish and install a new wood nailer at all open perimeters as needed. The wood nailers will be mechanically attached to the substrate. Any deteriorated wood nailer will also be replaced. All wood nailers replaced @ \$7.00 LF
Install 1.5" ISO insulation board per manufacturer's specifications and foam adhesive to roof deck.
Install .060 mil TPO (Thermoplastic Polyolefin) membrane roof over new insulation barrier per manufacturer specifications fully adhered. The membrane will be overlapped and joined together with a minimum 1.5" wide hot air weld in accordance with manufacturer's specifications.
All cut edges of reinforced membrane will be sealed with a cut edge sealant.
Furnish and install new membrane on any existing parapet walls. The membrane will be mechanically attached at the base of the parapet walls and be secured to the substrate with an approved adhesive.
Furnish and install new molded pipe boot on pipes less than 6" in diameter per manufacturer's specifications.
Furnish and install 24-gauge metal or TPO pitch pans, as needed. The pitch pans will be filled with the proper sealant per the manufacturer's specification.
Furnish and install a prefabricated drain insert inside any existing drain assembly as needed.
Satellite dishes will have a protective walk pad and/or an extra layer of membrane install under the base.
It is the responsibility of the building owners to move and re-calibrate any Satellite and Lightning protection during the roofing project.
Furnish and install a crested Kynar pre-finished metal coping and/or drip edge at any applicable wall.
Furnish and install a surface mount counterflashing at the top of edge of any applicable wall.
At the completion of the project, a final walk through will be completed with the Contractor and the building owner or representative. At that time all punch list items will be completed.

Due to the fluctuations of Materials Pricing and Supply Shortages, we can honor this proposal for a period of thirty (30) days from issuance.

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

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

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

Payment to be made as follows: 1/2 due on delivery of materials 1/2 due upon completion.

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

Owner: Eric S. Trivette

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

Signature / Date



CONTRACTUAL AGREEMENT

AGREEMENT made this October 19, 2022 by and between Baker Roofing Company, hereinafter called the "CONTRACTOR", and City of Concord hereinafter called the "OWNER".

PROJECT:
Academy Rec Center
147 Academy Ave NW
Concord, NC 28025
(Approximately 23,019 sq. ft.)

Scope of Work: Section F

1. Perform pre-construction meeting with onsite and management personnel to discuss set up, staging area for equipment and loading of the roof, appropriate work hours, safety and production projections.
2. Set up equipment, materials, safety lines at all roof perimeters and ground loading/dumpster area.
3. Remove existing built-up roof systems down to wood deck and dispose from premises.
4. Provide and install a mechanically attached **2 layers of 2.6" polyisocyanurate insulation (R-30)** over existing metal deck system.
5. Provide and install a fully adhered **60 mil TPO** roof system as directed.
6. Install fully adhered curb flashings and covers for pipe and conduit penetrations.
7. Install new perimeter edge metal and flashings per manufactures specifications.
8. Reuse existing gutter and downspouts.
9. Remove all roofing construction debris from the site.
10. Provide Two year Baker Roofing warranty.
11. Provide manufacturers standard **Twenty (20)** year warranty.

Scope of Work: Sections A, B, D, E, and G

1. Perform pre-construction meeting with onsite and management personnel to discuss set up, staging area for equipment and loading of the roof, appropriate work hours, safety and production projections.
2. Set up equipment, materials, safety lines at all roof perimeters and ground loading/dumpster area.
3. Remove existing BUR roof system down to concrete deck and dispose from premises.
4. Provide and install adhered **1/4" tapered polyisocyanurate insulation** on Sections E and G
5. Provide and install adhered **2 layers of 2.6" polyisocyanurate insulation (R-30)** to the existing concrete deck.
6. Provide and install a fully adhere **60 mil TPO** roof system as directed.
7. Install fully adhered curb flashings and covers for pipe and conduit penetrations.
8. Install new perimeter edge metal and flashings per manufactures specifications.
9. Reuse existing gutter and downspouts.
10. Remove all roofing construction debris from the site.
11. Provide Two year Baker Roofing warranty.
12. Provide manufacturers standard **Twenty (20)** year warranty.

Total All Sections: Three Hundred Ninety-One Thousand Three Hundred Dollars----- \$ 391,300.00

Joel White

From: Matt Hopkins <matt@evergreenroofingcharlotte.com>
Sent: Thursday, October 20, 2022 1:47 PM
To: Joel White
Subject: Re: EPDM Coating Proposals

CAUTION: This email originated from outside the City of Concord. Do not click links or open attachments unless you recognize the sender and know the content is safe!

Hi Joel,

Excellent. Thanks for the update. Please let me know if you have any questions. I left you a voicemail a while ago, we will not be presenting a quote at the Academy Rec Center. That project would be out of our scope at this time.

Thanks for the opportunity!

Talk soon,

Matt Hopkins
Evergreen Roofing Solutions Inc.
8425 Old Statesville Rd STE 8
Charlotte, NC 28269
Cell: 704-609-3561
Fax: 980-819-7753

On Thu, Oct 20, 2022 at 1:41 PM Joel White <whitej@concordnc.gov> wrote:

Matt,

Thank you for these proposals. We are in review right now and waiting on a third quote. Will be in touch regarding these soon. Will you be presenting a quote for the Academy Rec Center work?

Thanks,

Joel W. White

Deputy Director

Building and Grounds

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

DATE: October 20, 2022

FORMAL BID: Yes

BID DATE: October 20, 2022

DEPARTMENT: Electric, Sub V, Sched. 1

BIDDERS	AMOUNT	DELIVERY
Substation Enterprises	\$559,418.00	38-40 Weeks
Peak Substations	\$561,400.00	38-40 Weeks

RECOMMENDATION: Substation Enterprises

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

ADDED OPTIONS: _____

PRICE: _____

FLEET SERVICES SIGNATURE (IF REQUIRED) _____ Digitally signed by Alex Burris

Alex Burris

Date: 2022.10.26 15:14:21
-04'00'

DEPARTMENT HEAD: _____ DATE: _____

COMMENTS: _____

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS: _____ Digitally signed by LeDerick Blackburn
Date: 2022.10.27 09:11:59 -04'00'

LeDerick Blackburn

Date: 2022.10.27 09:11:59 -04'00'

COMMENTS: _____

PURCHASING OFFICIAL: _____ Digitally signed by Ryan LeClear
Date: 2022.10.27 10:42:44 -04'00'

Ryan LeClear

Date: 2022.10.27 10:42:44 -04'00'

COMMENTS: _____

FINANCE DIRECTOR: _____ Digitally signed by Jessica Jones
Date: 2022.10.27 10:54:12 -04'00'

Jessica Jones

Date: 2022.10.27 10:54:12 -04'00'

COMMENTS: _____

APPROVE AS RECOMMENDED: YES _____ DATE: _____

CITY MANAGER: Lloyd Wm. Payne, Jr., ICMA-CM Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2022.10.28 05:50:09 -04'00'

Lloyd Wm. Payne, Jr., ICMA-CM

Date: 2022.10.28 05:50:09 -04'00'

COMMENTS: _____

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

DATE: October 20, 2022

FORMAL BID: Yes

BID DATE: October 20, 2022

DEPARTMENT: Electric, Sub V, Sched. 2

BIDDERS	AMOUNT	DELIVERY
VTC	\$2,445,400.00	40-45 Weeks
WEG	N/A	N/A

RECOMMENDATION: Virginia Transformer Corporation

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

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED)

Alex Burris

Digitally signed by Alex Burris
Date: 2022.10.26 15:11:22
-04'00' DATE: _____

DEPARTMENT HEAD: _____

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:

LeDerick Blackburn

Digitally signed by LeDerick Blackburn
Date: 2022.10.27 09:10:21 -04'00' DATE: _____

COMMENTS: _____

PURCHASING OFFICIAL:

Ryan LeClear

◆◆◆◆◆

Digitally signed by Ryan LeClear
Date: 2022.10.27 10:43:18 -04'00' DATE: _____

COMMENTS: _____

FINANCE DIRECTOR:

Jessica Jones

◆◆◆◆◆

Digitally signed by Jessica Jones
Date: 2022.10.27 10:54:36
-04'00' DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES

DATE: _____

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

Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2022.10.28 05:50:31 -04'00'

DATE: _____

COMMENTS: _____

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

DATE: October 20, 2022

FORMAL BID: Yes

BID DATE: October 20, 2022

DEPARTMENT: Electric, Sub V, Schedule 3

BIDDERS	AMOUNT	DELIVERY
S&C Electric Company	\$141,400.00	59-61 Weeks
GE Grid	N/A	N/A

RECOMMENDATION: S&C Electric Company

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

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

Alex Burris

Digitally signed by Alex Burris
Date: 2022.10.26 15:09:57
-04'00' _____ DATE: _____

DEPARTMENT HEAD: _____

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS: _____

LeDerick Blackburn

Digitally signed by LeDerick Blackburn
Date: 2022.10.27 09:08:53 -04'00' _____ DATE: _____

COMMENTS: _____

◆◆◆◆◆

PURCHASING OFFICIAL: _____

Ryan LeClear

Digitally signed by Ryan LeClear
Date: 2022.10.27 10:44:02 -04'00' _____ DATE: _____

COMMENTS: _____

◆◆◆◆◆

FINANCE DIRECTOR: _____

Jessica Jones

Digitally signed by Jessica Jones
Date: 2022.10.27 10:59:20 -04'00' _____ DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES

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

Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2022.10.28 05:50:54 -04'00' _____ DATE: _____

COMMENTS: _____

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

DATE: October 20, 2022

FORMAL BID: Yes

BID DATE: October 20, 2022

DEPARTMENT: Electric, Sub V, Schedule 4

BIDDERS	AMOUNT	DELIVERY
Siemens	\$253,012.00	50 Weeks

RECOMMENDATION: Siemens

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

ADDED OPTIONS: _____

PRICE: _____

FLEET SERVICES SIGNATURE (IF REQUIRED)

Alex Burris

Digitally signed by Alex Burris
Date: 2022.10.26 15:12:27 -04'00'

DEPARTMENT HEAD: _____ DATE: _____

COMMENTS: _____

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS:

LeDerick Blackburn

Digitally signed by LeDerick Blackburn
Date: 2022.10.27 09:11:08 -04'00'

DATE: _____

COMMENTS: _____

PURCHASING OFFICIAL:

Ryan LeClear

Digitally signed by Ryan LeClear
Date: 2022.10.27 10:44:30 -04'00'

DATE: _____

COMMENTS: _____

FINANCE DIRECTOR:

Jessica Jones

Digitally signed by Jessica Jones
Date: 2022.10.27 10:59:42 -04'00'

DATE: _____

COMMENTS: _____

APPROVE AS RECOMMENDED: YES

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

Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2022.10.28 05:51:14 -04'00'

DATE: _____

DATE: _____

COMMENTS: _____

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

DATE: October 20, 2022

FORMAL BID: Yes

BID DATE: October 20, 2022

DEPARTMENT: Electric, Sub V, Schedule 5

BIDDERS	AMOUNT	DELIVERY
Birmingham Controls	\$139,995.00	20 Weeks
EP2	\$147,406.00	37 Weeks

RECOMMENDATION: Birmingham Controls

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

ADDED OPTIONS: _____

PRICE: _____

FLEET SERVICES SIGNATURE (IF REQUIRED)

Alex Burris

Digitally signed by Alex

Burris

Date: 2022.10.26 15:10:55

DEPARTMENT HEAD: _____

-04'00'

DATE: _____

COMMENTS: _____

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:

LeDerick Blackburn

Digitally signed by LeDerick Blackburn

Date: 2022.10.27 09:09:34 -04'00'

DATE: _____

COMMENTS: _____

PURCHASING OFFICIAL:

Ryan LeClear

Digitally signed by Ryan LeClear

Date: 2022.10.27 10:45:04 -04'00'

DATE: _____

COMMENTS: _____

FINANCE DIRECTOR:

Jessica Jones

Digitally signed by Jessica Jones

Date: 2022.10.27 11:00:04 -04'00'

DATE: _____

COMMENTS: _____

APPROVE AS RECOMMENDED: YES

DATE: _____

CITY MANAGER:

Lloyd Wm. Payne, Jr., ICMA-CM

Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM

Date: 2022.10.28 05:51:33 -04'00'

DATE: _____

COMMENTS: _____

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

DATE: October 20, 2022

FORMAL BID: Yes

BID DATE: October 20, 2022

DEPARTMENT: Electric, Sub V, Schedule 6

BIDDERS	AMOUNT	DELIVERY
Modular Connections	\$107,307.00	32 Weeks
R.W. Chapman	\$107,307.00	32 Weeks
VFP	\$110,712.00	42-43 Weeks
EP2	\$192,154.00	39-41 Weeks

RECOMMENDATION: Modular Connections

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

ADDED OPTIONS: _____

PRICE: _____

FLEET SERVICES SIGNATURE (IF REQUIRED)

Alex Burris

Digitally signed by Alex Burris

Date: 2022.10.26 15:09:30

-04'00'

DEPARTMENT HEAD: _____

DATE: _____

COMMENTS: _____

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:

LeDerick Blackburn

Digitally signed by LeDerick Blackburn

Date: 2022.10.27 09:07:43 -04'00'

DATE: _____

COMMENTS: _____

PURCHASING OFFICIAL: _____

Ryan LeClear

Digitally signed by Ryan LeClear

Date: 2022.10.27 10:45:35 -04'00'

DATE: _____

COMMENTS: _____

FINANCE DIRECTOR: _____

Jessica Jones

Digitally signed by Jessica Jones

Date: 2022.10.27 11:00:24 -04'00'

DATE: _____

COMMENTS: _____

APPROVE AS RECOMMENDED: YES

DATE: _____

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

Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM

Date: 2022.10.28 05:51:52 -04'00'

DATE: _____

COMMENTS: _____



Southeastern Consulting Engineers, Inc.

October 25, 2022

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

Ref.: Substation V Equipment Bids

Dear Alex:

The City received sealed proposals on October 20, 2022, from twelve suppliers solicited for providing substation equipment that will be installed at the City's new Substation V. A bid tabulation is attached. Each bid was reviewed for compliance with the technical specifications and purchase price. Based on the preceding factors the following vendors submitted the lowest responsive and compliant bid:

Schedule I – Steel Structure

Substation Enterprises
145 Commercial Court
PO Box 2010
Alabaster, AL 35007
Proposal # FK-4257
Delivery: 38-40 weeks

<u>Description</u>	<u>Quantity</u>	<u>Total Price</u>
115 – 13.2 kV Substation Structure	1	<u>\$559,418.00</u>

Schedule II – Power Transformers

Virginia Transformer Corporation
220 Glade view Drive, NE
Roanoke, VA 24012
Order # G223903a
Delivery 40-45 Weeks

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
101.25-13.2 kV, 22.4/29.8/37.3 MVA	2	\$1,222,700.00	\$2,445,400.00
Offloading	2	\$22,000.00	\$44,000.00 (Incl.)
Commissioning	2	Included	<u>Included</u>
Total Sch. II			<u>\$2,445,400.00</u>

Schedule III – 115 kV Circuit Switchers

S&C Electric Company
 C/O RW Chapman Company
 1338 Hundred Oaks Drive, Suite D
 Charlotte, NC 28217
 Quote# Q-75491-1
 Delivery 59-61 Weeks

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
115 kV Circuit Switcher	2	\$70,700.00	<u>\$141,400.00</u>

Schedule IV – 15 kV Circuit Breakers

Siemens Industry, Inc.
 7000 Siemens Road
 Wendell, NC 27591
 Proposal #: SF22452661
 Delivery: 48-50 Weeks

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
SD7-MA 15.5-20-2000	2	\$35,069.00	\$70,138.00
SD7-MA 15.5-20-1200	6	\$30,479.00	<u>\$182,874.00</u>
Total Sch. IV			<u>\$253,012.00</u>

Schedule V – Relay and Control Panels

Birmingham Control Systems, Inc.
 3779 Pine Lane
 Bessemer, AL 35022
 Quote # Q22204
 Delivery: 20-24 Weeks

<u>Description</u>	<u>Quantity</u>		<u>Total Price</u>
Relay and Control Panels	1		<u>\$139,995.00</u>

Schedule VI – Equipment Houses

Modular Connections, LLC
1090 Industrial Blvd.
Bessemer, AL 35022
Quote # C-JG-22942
Delivery: 32 Weeks

Description	Quantity	Total Price
Control House	1	\$94,182.00
Freight	1	\$5,625.00
Offloading (Estimated)	1	<u>\$7,500.00</u>
Field Product Support	0	Not Included
Total Sch. VI		<u>\$107,307.00</u>

The total cost for the six schedules is \$3,646,532.00. We recommend that the City accept the proposals and issue a purchase order to the above Vendors. If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By _____



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

JLF/lc

Attachment

cc: Scott Chunn
Andrea Cline
Ty Barbee

BID TABULATION
Substation V
Equipment and Materials

City of Concord
Concord, North Carolina

Date: October 20, 2022
Time: 2:00 PM, EDST

<u>Bidder</u>	<u>Qty.</u>	<u>Substation Enterprises</u>	<u>Peak Substations</u>	<u>_____</u>	<u>_____</u>	<u>_____</u>
<u>Schedule I</u>						
115-13.2 KV Substation Str.	1	\$ <u>559,418.00</u>	\$ <u>561,400.00</u>	\$ _____	\$ _____	\$ _____
Manufacturer:		<u>SE</u>	<u>Peak</u>	_____	_____	_____
Delivery:		<u>38-40 Weeks</u>	<u>38-40 Weeks</u>	_____	_____	_____
<u>Bidder</u>		<u>VTC</u>	<u>WEG</u>	_____	_____	_____
<u>Schedule II</u>	<u>Qty.</u>					
101.25-13.2 KV, 22.4/29.87/37.33 MVA						
Power Transformer	2	\$ <u>2,445,400.00</u>	\$ <u>Non Responsive</u>	\$ _____	\$ _____	\$ _____
Offloading	2	<u>44,000.00</u>	<u>Included</u>	_____	_____	_____
On Site Commissioning	2	<u>Included</u>	_____	_____	_____	_____
Total, Schedule II		\$ <u>2,445,400.00</u>	\$ _____	\$ _____	\$ _____	\$ _____
Manufacturer:		<u>VTC</u>	_____	_____	_____	_____
Delivery:		<u>40-45 Weeks</u>	_____	_____	_____	_____
<u>Bidder</u>		<u>GE Grid</u>	_____	<u>RW</u>	_____	_____
<u>Schedule III</u>	<u>Qty.</u>					
115 KV Circuit Switchers	2	\$ <u>81,320.00</u>	\$ _____	\$ <u>141,400.00</u>	\$ _____	\$ _____
Manufacturer:		<u>GE</u>	_____	<u>S&C</u>	_____	_____
Delivery:		<u>40-44 Weeks</u>	_____	<u>59-61 Weeks</u>	_____	_____

BID TABULATION (Continued)

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

Date: October 20, 2022
 Time: 2:00 PM, EDST

<u>Bidder</u>		<u>NTS</u>				
Schedule IV - 15.5 KV						
Circuit Breakers		<u>Qty.</u>				
Main Breakers (2000A)	2	\$ 70,138.00	\$	\$	\$	\$
Feeder Breakers (1200A)	6	182,874.00				
Total, Schedule IV		\$ <u>253,012.00</u>	\$	\$	\$	\$
Manufacturer:		<u>Siemens</u>				
Delivery:		<u>50 Weeks</u>				
<u>Bidder</u>		<u>EP²</u>	<u>Birmingham Controls</u>			
Schedule V		<u>Qty.</u>				
Relay and Control	LS	\$ 147,406.00	\$ 139,995.00	\$	\$	\$
Manufacturer:		<u>EP²</u>	<u>BCS</u>			
Delivery:		<u>37 Weeks</u>	<u>20 Weeks</u>			
<u>Bidder</u>		<u>VFP</u>	<u>Modular Connections</u>	<u>EP2</u>	<u>R.W. Chapman^{2.}</u>	
Schedule VI		<u>Qty.</u>				
Equipment House	1	\$ 97,482.00	\$ 94,182.00	\$ 169,760.00	\$ 94,182.00	\$
Offloading	1	7,584.00	7,500.00	22,394.00	7,500.00	
Shipping	1	5,646.00	5,625.00	-----	5,625.00	
Field Installation ^{1.}	0	5,955.00	9,465.00	-----	9,465.00	
Total, Schedule VI		\$ <u>110,712.00</u>	\$ <u>107,307.00</u>	\$ <u>192,154.00</u>	\$ <u>107,307.00</u>	\$
Manufacturer:		<u>VFP</u>	<u>Modular</u>	<u>Modular</u>	<u>Modular</u>	
Delivery:		<u>42-43 Weeks</u>	<u>32 Weeks</u>	<u>39-41 Weeks</u>	<u>32 Weeks</u>	

Notes

1. Field Installation Option is declined and not included in total price.
2. Duplicate Modular Connections bid.

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

DATE: 10/28/22

FORMAL BID: 2558

BID DATE: 10/26/22

DEPARTMENT: Electric Systems

BIDDERS	AMOUNT	DELIVERY
WESCO Distribution, Inc. (Hitachi Energy USA, Inc.)	\$193,370.00	109 - 100 weeks
WEG Transformers USA (WEG)	\$247,628.00	85 - 87 weeks
Technology International, Inc. (Southwest Electric)	\$258,500.00	60 weeks
Richardson Associaters of NC (Howard Industries)	\$420,296.00	38 - 40 weeks

RECOMMENDATION: WESCO Distribution, Inc

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

ADDED OPTIONS: _____

PRICE: _____



FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTENT HEAD: _____ DATE: _____

COMMENTS: _____



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

COMMENTS: _____



PURCHASING OFFICIAL: _____ DATE: _____

COMMENTS: _____



FINANCE DIRECTOR: _____ DATE: _____

COMMENTS: _____



APPROVE AS RECOMMENDED: YES DATE: _____

CITY MANAGER: _____ DATE: _____

COMMENTS: _____

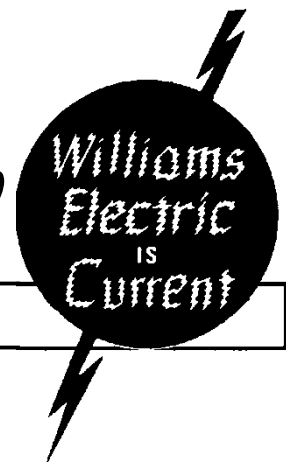


BID# 2558 TABULATION - WEDNESDAY, OCTOBER 26TH 9:30AM – CONFERENCE ROOM C

2500 KVA TRANSFORMERS

Bidder	Delivered Total	Delivery (weeks)
Technology International, Inc. (Southwest Electric)	\$258,500.00	60
Richardson Associates of NC (Howard Industries)	\$420,296.00	38-40
WEG Transformers USA (WEG)	\$247,628.00	85-87
WESCO Distribution, Inc. (Hitachi Energy USA, Inc.)	\$193,370.00	109-111

Williams Electric Company



INSTALLING AND SERVICING OVERHEAD & UNDERGROUND POWER & TELEPHONE FACILITIES
EMERGENCY STORM RESTORATION -SPORTS LIGHTING-CABLE TV

2119 E. Dixon Blvd. • P.O. Box 2367 • Shelby, North Carolina 28151-2367
Telephone: 7041484-1881 • Fax: 7041480-9326 • Email: info@4weco.com

To; Tim Davis 4/1/2020

Project; Gibson Park Pole Inspection Report

Location; Gibson Park -Concord, N.C.

Pole #1

Top rotten, Probe test at bottom indicates decay

Suggestion- Have pole changed out



Pole # 2

Newer pole, sound & probe test ok



Pole # 3

Top show the start of splitting/decay

Probe test show some ground line decay



Pole #4 is old, showing sign of age, probe test has some ground line decay

Splitting & Cracking length of pole

Suggestion- have pole changed out



Pole #5 Top splitting w/ decay

Suggestion- recheck in a year and/or change out



Pole #6-- top is rotten

Suggestion- change out



Pole #7 Newer pole – recheck yearly



Pole #8 Top starting to decay

Suggestion –Have pole changed out



Pole #9 Top showing signs of decay

Suggestion- Have pole changed out

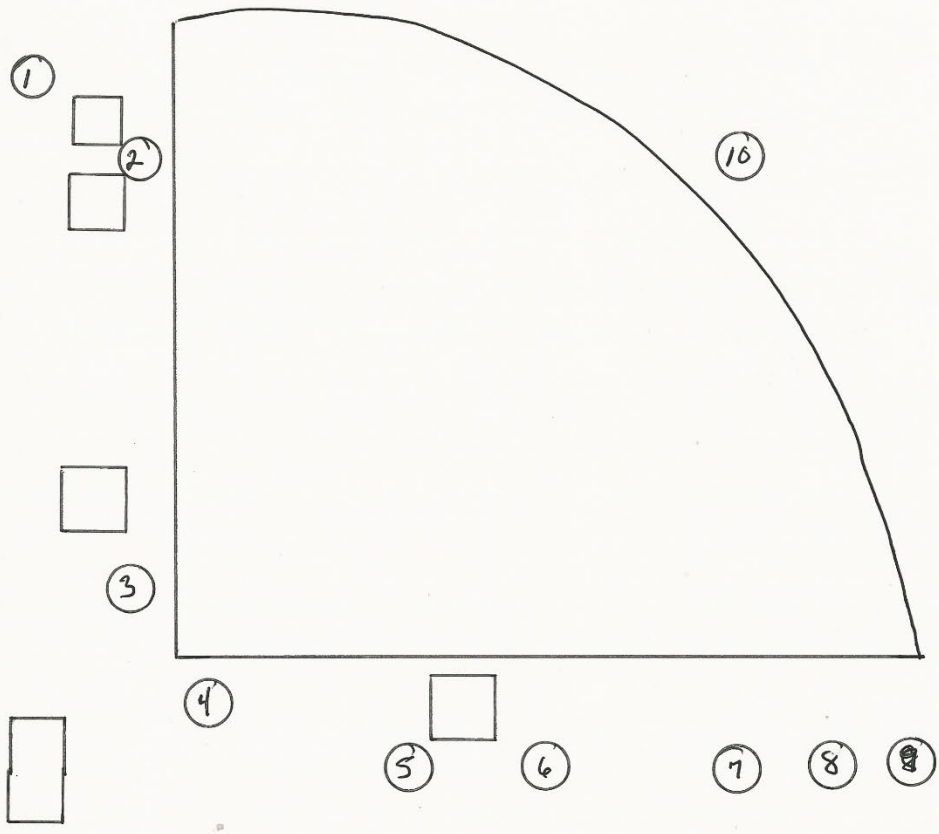


Pole #10 Top showing sign of rot/decay

Suggestion- change pole out



Gibson Park
Concord, N.C.



Danger Poles (Highly recommended to be changed out) #1, 6, 8, 9, 10

Caution Poles -(needs to be changed out) #3,4,5

Poles #2 & #7 are newer pole and should be inspected annually

Thanks,
Michael Dickson
Williams Electric Co.
P O Box 2367
Shelby, N.C. 28151
(803) 480-0670 Mobile
(704) 480-9326 Fax
michael.dickson@4weco.com



Quote

September 27, 2022
To: Dawn Simpson

Project: Gibson Park Softball
Concord, North Carolina

Softball 215'/213'/211' 50/30 fc\$275,000

Applicable USE tax, permitting, demolition and installation is included.

Light-Structure System™ with Total Light Control – TLC for LED® technology

Guaranteed Lighting Performance

- Guaranteed light levels

System Description [Light-Structure System]

- Pre-cast concrete bases with integrated lightning grounding
- Galvanized steel poles
- Factory wired and tested remote electrical component enclosures
- Pole length, factory assembled wire harnesses
- Factory wired pole top luminaire assemblies
- UL Listed assemblies

Operation and Warranty Services

- Product assurance and warranty program that covers materials and onsite labor, eliminating 100% of your maintenance costs for 25 years
- Support from Musco's Lighting Services Team – over 170 Team members dedicated to operating and maintaining your lighting system – plus a network of 1800+ contractors

Payment Terms

Sourcewell

Master Project: #199030, Contract Number: 071619-MSL, Expiration: 08/27/2023

Category: Sports lighting with related supplies and services

All purchase orders should note the following: Sourcewell purchase – contract number: 071619-MSL

Notes

Quote is based on:

- Shipment of entire project together to one location
- Pay for extra costs associated with foundation excavation in non-standard soils (rock, caliche, high water table, collapsing holes, etc.) Standard soils are defined as soils that can be excavated using standard earth auguring equipment.
- Structural code and wind speed = 2015 IBC, 115 mph, Exposure C, Importance Factor.
- Owner is responsible for getting electrical power to the site, coordination with the utility, and any power company fees.
- Care will be taken on the perimeter of the fields, but owner is responsible for landscape repair if needed.
- Includes magnetic bathroom door locks controlled via Control Link
- Includes accommodation on A poles for netting
- Pricing valid for 30 days

Thank you for considering Musco for your lighting needs. Please contact me with any questions or if you need additional details.



Dina Neeley
North Carolina Lighting Consultant
Musco Sports Lighting, LLC
336.414.1030
dina.neeley@musco.com



Gibson Field

Concord, NC

Lighting System

Pole / Fixture Summary						
Pole ID	Pole Height	Mtg Height	Fixture Qty	Luminaire Type	Load	Circuit
A1-A2	60'	60'	2	TLC-LED-600	1.16 kW	A
		60'	1	TLC-LED-900	0.89 kW	A
B1	60'	60'	3	TLC-LED-1200	3.51 kW	A
		60'	1	TLC-LED-900	0.89 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
		60'	3	TLC-LED-1200	3.51 kW	B
B2	60'	60'	3	TLC-LED-1200	3.51 kW	A
		60'	1	TLC-LED-900	0.89 kW	A
		16'	1	TLC-BT-575	0.58 kW	A
C1	60'	60'	4	TLC-LED-1200	4.68 kW	A
		16'	2	TLC-BT-575	1.15 kW	A
5			25		23.39 kW	

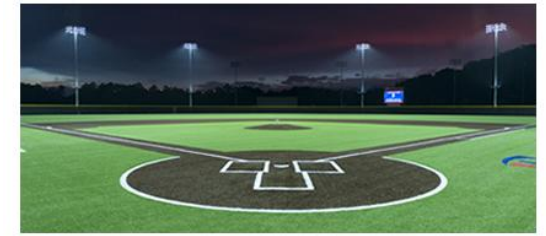
Circuit Summary			
Circuit	Description	Load	Fixture Qty
A	Softball	19.88 kW	22
B	Parking	3.51 kW	3

Fixture Type Summary							
Type	Source	Wattage	Lumens	L90	L80	L70	Quantity
TLC-LED-600	LED 5700K - 75 CRI	580W	65,600	>120,000	>120,000	>120,000	4
TLC-LED-1200	LED 5700K - 75 CRI	1170W	136,000	>120,000	>120,000	>120,000	13
TLC-LED-900	LED 5700K - 75 CRI	890W	89,600	>120,000	>120,000	>120,000	4
TLC-BT-575	LED 5700K - 75 CRI	575W	52,000	>120,000	>120,000	>120,000	4

Light Level Summary

Calculation Grid Summary								
Grid Name	Calculation Metric	Illumination					Circuits	Fixture Qty
		Ave	Min	Max	Max/Min	Ave/Min		
Parking	Horizontal Illuminance	5.13	0	25	170.07		B	3
Softball Spill/Glare - 150'	Horizontal Illuminance	0.01	0	0.04	0.00		A	22
Softball Spill/Glare - 150'	Max Candela Metric	2049	20.3	5512	271.46	100.95	A	22
Softball Spill/Glare - 150'	Max Vertical Illuminance Metric	0.04	0	0.14	690.98		A	22
Softball (Infield)	Horizontal Illuminance	50.3	38	59	1.58	1.32	A	22
Softball (Outfield)	Horizontal Illuminance	30.3	20	44	2.22	1.52	A	22

From Hometown to Professional



We Make It Happen.

Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2022 Musco Sports Lighting, LLC.

EQUIPMENT LIST FOR AREAS SHOWN									
Pole				Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS	
2	A1-A2	60'	-	60'	TLC-LED-900	1	1	0	
				60'	TLC-LED-600	2	2	0	
1	B1	60'	-	60'	TLC-LED-900	1	1	0	
				15.5'	TLC-BT-575	1	1	0	
				60'	TLC-LED-1200	3/3*	3	3	
1	B2	60'	-	60'	TLC-LED-900	1	1	0	
				15.5'	TLC-BT-575	1	1	0	
				60'	TLC-LED-1200	3	3	0	
1	C1	60'	-	15.5'	TLC-BT-575	2	2	0	
				60'	TLC-LED-1200	4	4	0	
5	TOTALS					25	22	3	

* This structure utilizes a back-to-back mounting configuration

Gibson Field

Concord, NC

GRID SUMMARY	
Name:	Softball
Size:	220'/220'/215' - basepath 60'
Spacing:	20.0' x 20.0'
Height:	3.0' above grade

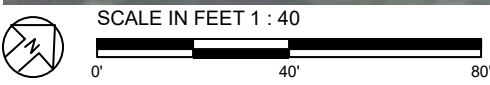
ILLUMINATION SUMMARY		
MAINTAINED HORIZONTAL FOOTCANDLES		
	Infield	Outfield
Guaranteed Average:	50	30
Scan Average:	50.27	30.32
Maximum:	59	44
Minimum:	38	20
Avg / Min:	1.34	1.54
Guaranteed Max / Min:	2	2.5
Max / Min:	1.58	2.22
UG (adjacent pts):	1.26	1.62
CU:	0.75	
No. of Points:	25	91
LUMINAIRE INFORMATION		
Applied Circuits:	A	
No. of Luminaires:	22	
Total Load:	19.88 kW	

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



We Make It Happen.

Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2022 Musco Sports Lighting, LLC.

EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
1	B1	60'	-	60'	TLC-LED-900	1	0	1
				15.5'	TLC-BT-575	1	0	1
				60'	TLC-LED-1200	3/3*	3	3
1	TOTALS							
						8	3	5

* This structure utilizes a back-to-back mounting configuration

Gibson Field

Concord, NC

GRID SUMMARY	
Name:	Parking
Size:	0' x 0'
Spacing:	10.0' x 10.0'
Height:	3.0' above grade

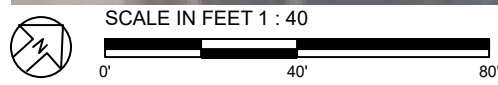
ILLUMINATION SUMMARY	
MAINTAINED HORIZONTAL FOOTCANDLES	
	Entire Grid
Scan Average:	5.13
Maximum:	25
Minimum:	0
Avg / Min:	35.31
Max / Min:	170.07
UG (adjacent pts):	1.39
CU:	0.53
No. of Points:	414
LUMINAIRE INFORMATION	
Applied Circuits:	B
No. of Luminaires:	3
Total Load:	3.51 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document and includes a 0.95 dirt depreciation factor.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

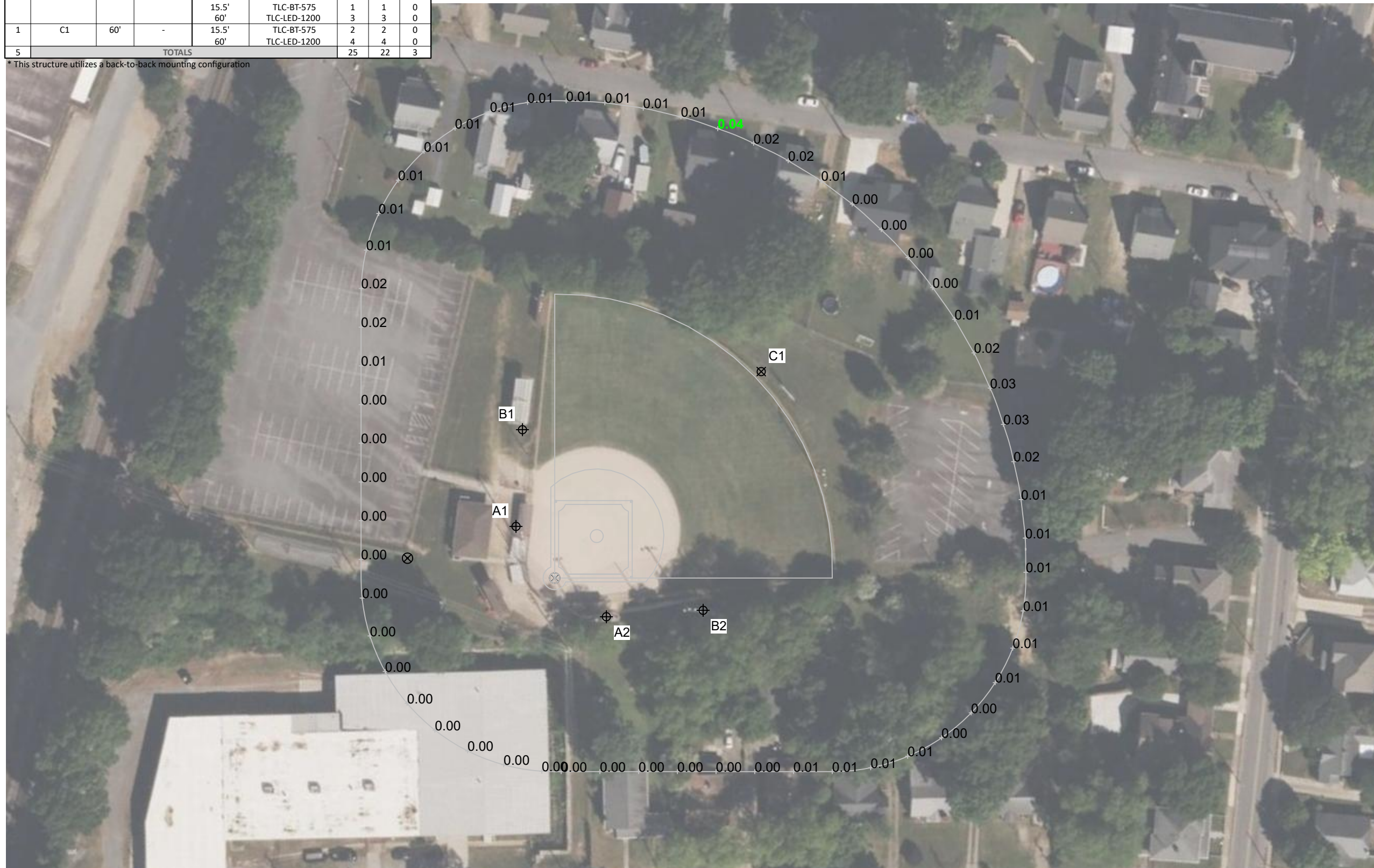


We Make It Happen.

Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2022 Musco Sports Lighting, LLC.

EQUIPMENT LIST FOR AREAS SHOWN									
Pole				Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS	
2	A1-A2	60'	-	60'	TLC-LED-900	1	1	0	
				60'	TLC-LED-600	2	2	0	
1	B1	60'	-	60'	TLC-LED-900	1	1	0	
				15.5'	TLC-BT-575	1	1	0	
				60'	TLC-LED-1200	3/3*	3	3	
1	B2	60'	-	60'	TLC-LED-900	1	1	0	
				15.5'	TLC-BT-575	1	1	0	
				60'	TLC-LED-1200	3	3	0	
1	C1	60'	-	15.5'	TLC-BT-575	2	2	0	
				60'	TLC-LED-1200	4	4	0	
5	TOTALS					25	22	3	

* This structure utilizes a back-to-back mounting configuration



Gibson Field

Concord, NC

GRID SUMMARY	
Name:	Softball Spill/Glare - 150'
Spacing:	30.0'
Height:	3.0' above grade

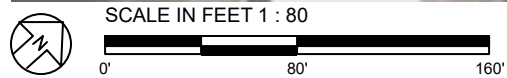
ILLUMINATION SUMMARY	
HORIZONTAL FOOTCANDLES	
Scan Average:	Entire Grid 0.0086
Maximum:	0.04
Minimum:	0.00
No. of Points:	58
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	22
Total Load:	19.88 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗



We Make It Happen.

Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2022 Musco Sports Lighting, LLC.

EQUIPMENT LIST FOR AREAS SHOWN									
Pole				Luminaires					
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS	
2	A1-A2	60'	-	60'	TLC-LED-900	1	1	0	
				60'	TLC-LED-600	2	2	0	
1	B1	60'	-	60'	TLC-LED-900	1	1	0	
				15.5'	TLC-BT-575	1	1	0	
				60'	TLC-LED-1200	3/3*	3	3	
1	B2	60'	-	60'	TLC-LED-900	1	1	0	
				15.5'	TLC-BT-575	1	1	0	
				60'	TLC-LED-1200	3	3	0	
1	C1	60'	-	15.5'	TLC-BT-575	2	2	0	
				60'	TLC-LED-1200	4	4	0	
5	TOTALS						25	22	3

* This structure utilizes a back-to-back mounting configuration



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Gibson Field

Concord, NC

GRID SUMMARY	
Name:	Softball Spill/Glare - 150'
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
MAX VERTICAL FOOTCANDLES	
Scan Average:	Entire Grid 0.0350
Maximum:	0.14
Minimum:	0.00
No. of Points:	58
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	22
Total Load:	19.88 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

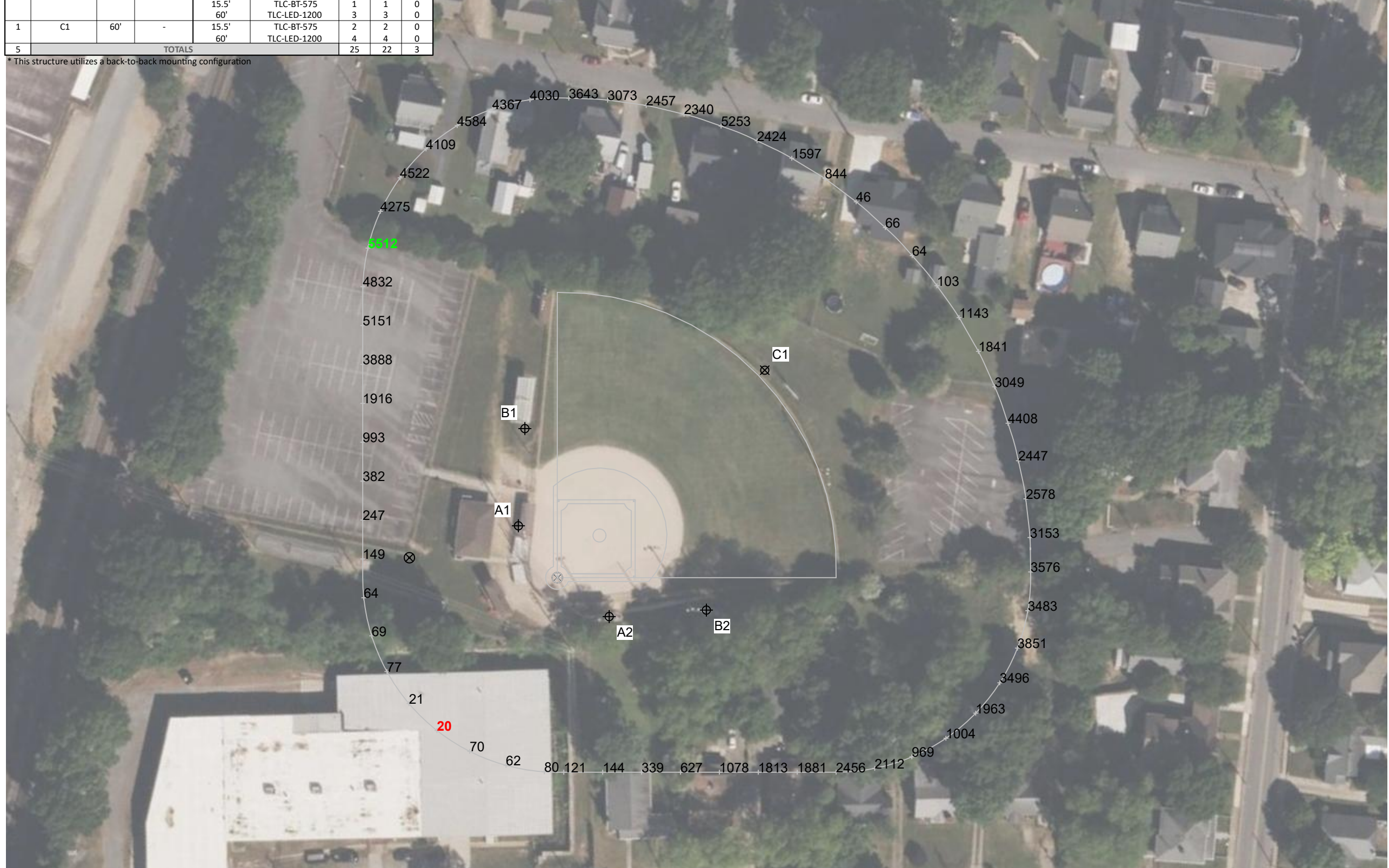


We Make It Happen.

Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2022 Musco Sports Lighting, LLC.

EQUIPMENT LIST FOR AREAS SHOWN								
Pole				Luminaires				
QTY	LOCATION	SIZE	GRADE ELEVATION	MOUNTING HEIGHT	LUMINAIRE TYPE	QTY / POLE	THIS GRID	OTHER GRIDS
2	A1-A2	60'	-	60'	TLC-LED-900	1	1	0
				60'	TLC-LED-600	2	2	0
1	B1	60'	-	60'	TLC-LED-900	1	1	0
				15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-1200	3/3*	3	3
1	B2	60'	-	60'	TLC-LED-900	1	1	0
				15.5'	TLC-BT-575	1	1	0
				60'	TLC-LED-1200	3	3	0
1	C1	60'	-	15.5'	TLC-BT-575	2	2	0
				60'	TLC-LED-1200	4	4	0
5	TOTALS					25	22	3

* This structure utilizes a back-to-back mounting configuration



Gibson Field

Concord, NC

GRID SUMMARY	
Name:	Softball Spill/Glare - 150'
Spacing:	30.0'
Height:	3.0' above grade

ILLUMINATION SUMMARY	
CANDELA (PER FIXTURE)	
Scan Average:	Entire Grid 2049.3206
Maximum:	5511.77
Minimum:	20.30
No. of Points:	58
LUMINAIRE INFORMATION	
Applied Circuits:	A
No. of Luminaires:	22
Total Load:	19.88 kW

Guaranteed Performance: The ILLUMINATION described above is guaranteed per your Musco Warranty document.

Field Measurements: Individual field measurements may vary from computer-calculated predictions and should be taken in accordance with IESNA RP-6-15.

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.



We Make It Happen.

Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2022 Musco Sports Lighting, LLC.



Pole location(s) ⊕ dimensions are relative to 0,0 reference point(s) ⊗

Gibson Field

Concord, NC

EQUIPMENT LAYOUT

INCLUDES:

- Parking
- Softball

Electrical System Requirements: Refer to Amperage Draw Chart and/or the "Musco Control System Summary" for electrical sizing.

Installation Requirements: Results assume ± 3% nominal voltage at line side of the driver and structures located within 3 feet (1m) of design locations.

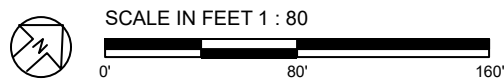
EQUIPMENT LIST FOR AREAS SHOWN

QTY	LOCATION	Pole		MOUNTING HEIGHT	Luminaires	
		CLASS	GRADE ELEVATION		LUMINAIRE TYPE	QTY / POLE
2	A1-A2	LSS60AA	-	60'	TLC-LED-900	1
				60'	TLC-LED-600	2
1	B1	LSS60B	-	60'	TLC-LED-900	1
				15.5'	TLC-BT-575	1
				60'	TLC-LED-1200	3/3*
1	B2	LSS60AA	-	60'	TLC-LED-900	1
				15.5'	TLC-BT-575	1
				60'	TLC-LED-1200	3
1	C1	LSS60A	-	15.5'	TLC-BT-575	2
				60'	TLC-LED-1200	4
5	TOTALS					25

* This structure utilizes a back-to-back mounting configuration

SINGLE LUMINAIRE AMPERAGE DRAW CHART

Ballast Specifications (.90 min power factor)	Line Amperage Per Luminaire (max draw)						
	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
Single Phase Voltage	208 (60)	220 (60)	240 (60)	277 (60)	347 (60)	380 (60)	480 (60)
TLC-LED-600	3.4	3.2	3.0	2.6	2.0	1.9	1.5
TLC-LED-1200	7.0	6.6	6.1	5.2	4.2	4.0	3.0
TLC-LED-900	5.3	5.0	4.6	4.0	3.2	2.9	2.3
TLC-BT-575	3.4	3.2	2.9	2.5	2.0	1.8	1.5



ENGINEERED DESIGN By: J.Winegar · File #200464A · 20-Sep-22

Pole location(s) ⚡ dimensions are relative to 0,0 reference point(s) ⊗



We Make It Happen.

Not to be reproduced in whole or part without the written consent of Musco Sports Lighting, LLC. ©1981, 2022 Musco Sports Lighting, LLC.



Control System Summary

Project Specific Notes:

Project Information

Project #: 200464
 Project Name: Gibson Softball
 Date: 09/20/22
 Project Engineer: Jackson Winegar
 Sales Representative: Dina Neeley
 Control System Type: Control-Link™ Control and Monitoring System
 Communication Type: PowerLine-ST
 Scan: 200464A
 Document ID: 200464P1V1-0920145812
 Distribution Panel Location or ID: Service 1
 Total # of Distribution Panel Locations for Project: 1
 Design Voltage/Hertz/Phase: 240/60/1
 Control Voltage: 120

Equipment Listing

DESCRIPTION	APPROXIMATE SIZE
1. Control and Monitoring Cabinet	24 X 72
	QTY SIZE (AMPS)
Total Contactors	9 30 AMP
Total Off/On/Auto Switches:	5

Preliminary Plans
 Confirm all Details - voltage,
 # of distribution panels, etc.

Materials Checklist

Contractor/Customer Supplied:

- A dedicated control circuit must be supplied per distribution panel location
 - If the control voltage is NOT available, a control transformer is required
- Electrical distribution panel to provide overcurrent protection for circuits
 - HID rated or D-curve circuit breaker sized per full load amps on Circuit Summary by Zone Chart
- Wiring
 - See chart on page 2 for wiring requirements
 - Equipment grounding conductor and splices must be insulated (per circuit)
 - Lightning ground protection (per pole), if not Musco supplied
- Electrical conduit wireway system
 - Entrance hubs rated NEMA 4, must be die-cast zinc, PVC, or copper-free die-cast aluminum
- Mounting hardware for cabinets
- Breaker lock-on device to prevent unauthorized power interruption to control power and powerline connection (if present)
- Anti-corrosion compound to apply to ends of wire, if necessary

Call Control-Link Central™ operations center at 877/347-3319 to schedule activation of the control system upon completion of the installation.

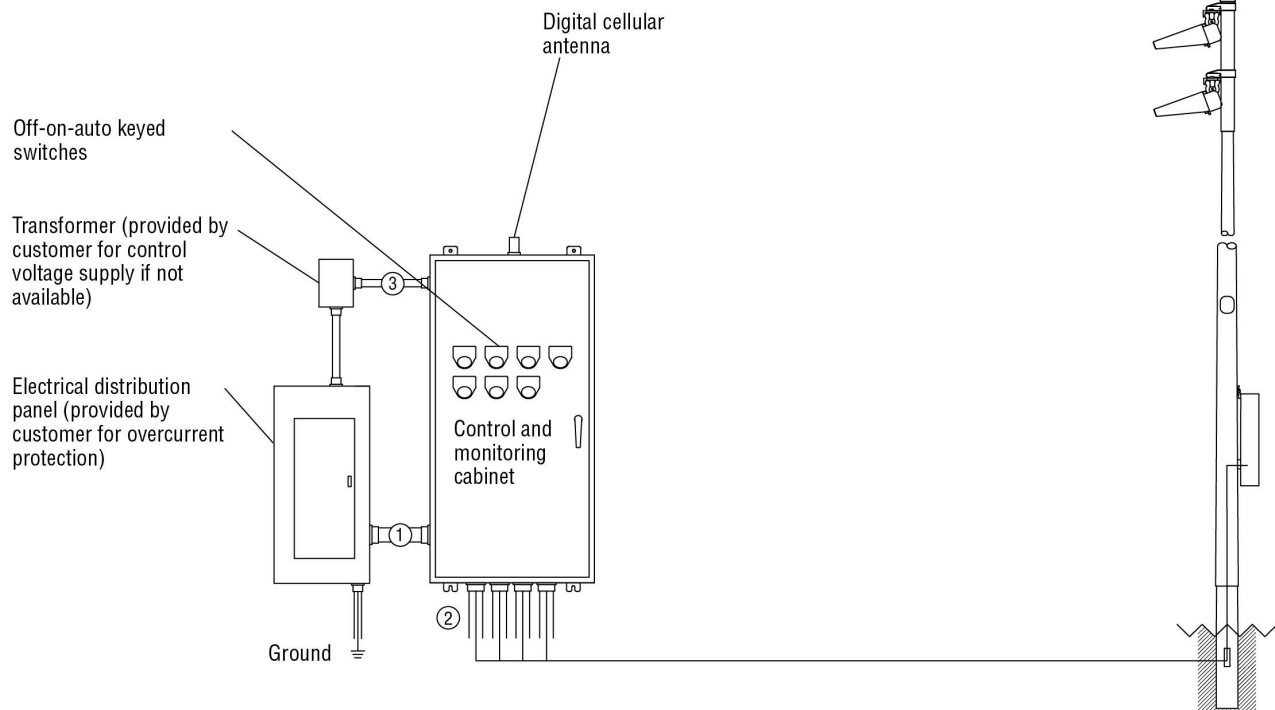
Note: Activation may take up to 1 1/2 hours.

IMPORTANT NOTES

1. Please confirm that the design voltage listed above is accurate for this facility. Design voltage/phase is defined as the voltage/phase being connected and utilized at each lighting pole's electrical components enclosure disconnect. Inaccurate design voltage/phase can result in additional costs and delays. Contact your Musco sales representative to confirm this item.
2. In a 3 phase design, all 3 phases are to be run to each pole. When a 3 phase design is used Musco's single phase luminaires come pre-wired to utilize all 3 phases across the entire facility.
3. One contactor is required for each pole. When a pole has multiple circuits, one contactor is required for each circuit. All contactors are 100% rated for the published continuous load. All contactors are 3 pole.
4. If the lighting system will be fed from more than one distribution location, additional equipment may be required. Contact your Musco sales representative.
5. A single control circuit must be supplied per control system.
6. Size overcurrent devices using the full load amps column of the Circuit Summary By Zone chart- Minimum power factor is 0.9.

NOTE: Refer to Installation Instructions for more details on equipment information and the installation requirements.

Control-Link® Control and Monitoring System



Conduit ID	Description	# of Wires	Wire (AWG)	Conduit (in)	Max. Wire Length (ft)	MUSCO Supplied	Notes
1	Line power to contactors, and equipment grounding conductor	*A	*B	*C	N/A	No	A-E
2	Load power to lighting circuits, and equipment grounding conductor	*A	*B	*C	N/A	No	A-E
3	Control power (dedicated, 20A)	3	12	*C	N/A	No	C,E

* Notes:

- A. See voltage and phasing per the notes on cover page.
- B. Calculate per load and voltage drop.
- C. All conduit diameters should be per code unless otherwise specified to allow for connector size.
- D. Equipment grounding conductor and any splices must be insulated.
- E. Refer to control and monitoring system installation instructions for more details on equipment information and the installation requirements.

IMPORTANT: Control wires (3) must be in separate conduit from line and load power wires (1, 2).

R60-100-00_B



Control System Summary

Gibson Softball / 200464 - 200464A
Service 1 - Page 3 of 4

SWITCHING SCHEDULE

Field/Zone Description	Zones
Softball	1
Parking	2
Bathroom	3
Spare 1	4
Spare 2	5

CONTROL POWER CONSUMPTION	
120V Single Phase	
VA loading of Musco Supplied Equipment	INRUSH: 2205.0 SEALED: 234.0

CIRCUIT SUMMARY BY ZONE

POLE	CIRCUIT DESCRIPTION	# OF FIXTURES	# OF DRIVERS	*FULL LOAD AMPS	CONTACTOR SIZE (AMPS)	CONTACTOR ID	ZONE
A1	Softball	3	3	10.5	30	C1	1
A2	Softball	3	3	10.5	30	C2	1
B1	Softball	5	5	25.6	30	C3	1
B2	Softball	5	5	25.6	30	C4	1
C1	Softball	6	6	30.0	30	C5	1
B1	Parking	3	3	18.2	30	C6	2
P1	Bathroom	0	0	0.0	30	C7	3
P2	Spare 1	1	0	1.0	30	C8	4
P3	Spare 2	1	0	1.0	30	C9	5

*Full Load Amps based on amps per driver.



Control System Summary

Gibson Softball / 200464 - 200464A
Service 1 - Page 4 of 4

PANEL SUMMARY						
CABINET #	CONTROL MODULE LOCATION	CONTACTOR ID	CIRCUIT DESCRIPTION	FULL LOAD AMPS	DISTRIBUTION PANEL ID (BY OTHERS)	CIRCUIT BREAKER POSITION (BY OTHERS)
1	1	C1	Pole A1	10.48		
1	1	C2	Pole A2	10.48		
1	1	C3	Pole B1	25.63		
1	1	C4	Pole B2	25.63		
1	1	C5	Pole C1	30.00		
1	1	C6	Pole B1	18.15		
1	1	C7	Pole P1	0.00		
1	1	C8	Pole P2	1.00		
1	1	C9	Pole P3	1.00		

ZONE SCHEDULE				
ZONE	SELECTOR SWITCH	ZONE DESCRIPTION	CIRCUIT DESCRIPTION	
			POLE ID	CONTACTOR ID
Zone 1	1	Softball	A1	C1
			A2	C2
			B1	C3
			B2	C4
			C1	C5
Zone 2	2	Parking	B1	C6
Zone 3	3	Bathroom	P1	C7
Zone 4	4	Spare 1	P2	C8
Zone 5	5	Spare 2	P3	C9

EXHIBIT A

Chlorine System Upgrades at Coddle Creek Water Treatment Plant

SCOPE OF SERVICES

Background

Built in 1995, the Coddle Creek Water Treatment Plant (WTP) serves the City of Concord (City) Water Resources Department's customers with a capacity of delivering of up to 12 million gallons per day (MGD) of high quality, treated, reliable water supply from Lake Don T. Howell. Typical daily finished water production at the Coddle Creek WTP averages between 6 and 7 MGD. Bulk sodium hypochlorite is mixed with water at the WTP to produce a chlorine bleach solution used throughout the WTP for disinfection purposes. Bulk sodium hypochlorite dilution is performed in a dedicated room within the facility that includes three (3) 6,000-gallon storage tanks. Typically, two of the tanks are used for bulk sodium hypochlorite storage, while one tank is reserved for mixing the bleach solution. However, one of the tanks has developed a crack in its base, rendering it out of service and limiting bulk sodium hypochlorite storage to a single tank. While the original storage tanks were fiberglass reinforced plastic (FRP), they quickly deteriorated and were replaced with the current polyethylene (assumed to be High Density Linear Polyethylene (HDLPE)) tanks sometime prior to 2005. Based on their condition and age, these tanks have reached the end of their useful service life and require replacement.

Additionally, evaluation and rehabilitation of the concrete structural components within the room is necessary. The generally corrosive environment within the sodium hypochlorite storage and feed room has resulted in extensive surficial damage of concrete walls, floors, and equipment pads in certain areas. Additionally, some rebar has corroded where concrete has spalled, and steel equipment supports have become severely corroded.

The overall project also presents an opportunity to modernize and optimize the existing sodium hypochlorite feed system, including replacement of aging equipment and parts, stabilization of equipment supports, and optimization of the piping layout for operability and safety.

Garver conducted a visit to the facility on August 31, 2022, for a preliminary evaluation of the structural and equipment condition. Visual observation of the sodium hypochlorite room and discussions with plant operations staff helped establish this Scope of Services.

The key project objectives can be categorized as follows:

- Sodium hypochlorite tank replacement
- Concrete and structural evaluation and rehabilitation
- Chlorine feed system upgrades

General

Generally, the scope of services includes the evaluation and preliminary design, detailed design, and construction administration activities for upgrades to the sodium hypochlorite storage and feed room at the Coddle Creek WTP. The project will be phased as follows, with Phase 1 being the initial scope authorization from the City.

- Phase 1 – Preliminary Design, Detailed Design, Permitting, and Bidding
- Phase 2 – Construction Phase Services (Future phase)

As part of Phase 1, Garver will complete the following tasks/objectives. Details of each task are described in the following sections.

- Task 100 – Project Management
- Task 200 – Data Acquisition and Review
- Task 300 – Facility Evaluation
- Task 400 – Preliminary Engineering Report
- Task 500 – Detailed Design
- Task 600 – Permitting Support
- Task 700 – Bidding Support Services

Task 100. Project Management

To maintain consistent communications and keep the City informed on project progress, Garver will provide the following project management services:

- Monthly progress reports (submitted with invoicing)
- Prepare and submit invoices for progress payments
- Monthly project schedule updates (submitted with progress reports)
- A Quality Control/Quality Assurance Plan
- Project meetings, agenda, and meeting notes
- Management and Coordination with Subconsultant

Task 200. Data Acquisition and Review

Garver will submit a written data request to the City for historical records (as-builts, engineering plans and specifications) for relevant facilities at the Coddle Creek WTP, and plant operational data (i.e., sodium hypochlorite feed). Task 200 will include the following Garver services:

- Written data request to the City of Concord
- Review of City-provided data

Task 300. Facility Evaluation

The Garver team will conduct an in-person structural, electrical, I&C, and chemical feed process evaluation for the sodium hypochlorite room, to include the following elements:

- Facilitate a kickoff meeting with Coddle Creek WTP staff just before the evaluation to review and confirm the needs identified during the August 31, 2022, site visit.
- Conduct an interior 3-D laser scan of the sodium hypochlorite room to document room dimensions, equipment, piping, and structures to facilitate design of the repairs and improvements.
- Garver structural engineer will further evaluate the sodium hypochlorite feed room building structure, including concrete walls, floors, and equipment pads to confirm the initial findings of Garver's 8/31/2022 visit.
- Garver electrical engineer will evaluate electrical, instrumentation, and control systems that serve the sodium hypochlorite feed system and storage room to assess existing conditions and develop recommendations for electrical, instrumentation, and control system upgrades.
- Garver chemical feed process engineer will evaluate the sodium hypochlorite feed system and storage room to assess existing conditions, including proper functionality, safety, and ergonomics, and develop recommendations for chemical feed system upgrades.

- Evaluate current regulations and building code for any required modifications needed for regulatory and code compliance, including NCDEQ, NC Building Code, and Cabarrus County requirements.
- Evaluate Maintenance of Plant Operations (MOPO) for recommendations of construction phasing to maintain chlorine feed during construction.

Task 400. Preliminary Engineering Report

The Garver team will develop a Preliminary Engineering Report (PER) to document the findings and recommendations of the facility evaluation. This PER is not intended to be a lengthy or overly technical document, but rather a useful summary of the sodium hypochlorite room condition, needs, and discussions with operations staff to enhance the functionality of the feed system. This summary will subsequently be used as the planning guide for the design phase of the project. Additionally, the PER will include a conceptual level Opinion of Probable Construction Cost (OPCC) for funding planning purposes.

400.1 Draft PER and Review Workshop

Garver will prepare a Draft PER summarizing the evaluation and findings. The Draft PER Review Workshop will be utilized to review the draft recommendation developed during the Facility Evaluation. Garver will prepare agenda, presentation, and meeting notes.

400.2 Final PER and Workshop

Garver will address City comments and prepare the Final PER. The Final PER Workshop will be utilized to present the final report and recommendations and serve as the kickoff to Phase 2 of the project. Garver will prepare agenda, presentation, and meeting notes.

Task 500. Detailed Design

The detailed design phase will begin upon acceptance of the Final PER by the City of Concord and the project team. Garver will develop a 30%, 60%, and 90% detailed design and permitting submittal followed by a 100% Issued for Bid document package. Garver will deliver design plans and details, specifications, and OPCC as outlined below. Upon review by the City of Concord, the Garver team will complete necessary updates to produce a bid ready set of design documents to be bid upon by general contractors.

Detailed design deliverables will consist of:

500.1. 30% Design Documents

- 30% conceptual plan sheets depicting PER recommendations for Concord review and comment
- Draft outline of technical specifications sections for Concord review and comment
- Updated OPCC

500.2. 60% Design Documents

- 60% plan and detail drawing sheets for Concord review and comment
- Draft technical specifications for Concord review and comment
- Updated OPCC

500.3. 90% Issued for Permitting Documents

- 90% plan and detail drawing sheets for Concord review and comment
- Draft front-end (Concord standard) and updated technical specifications for Concord review and comment

- Updated OPCC
- Permitting package(s)

500.4 100% Issued for Bid Documents

- Conformed plan and detail drawing sheets incorporating Concord's review comments
- Conformed Front End and Technical Specifications incorporating Concord's review comments
- Updated OPCC (as needed)

Task 600. Permitting Support

Permitting through NCDEQ's Public Water Supply Division will be required for an Authorization to Construct the sodium hypochlorite room rehabilitation. This permit will be applied for during the design phase and certified by a Garver licensed NC Professional Engineer upon satisfactory completion of construction by the contractor, prior to the extensions being placed into service.

As part of the 90% design submittal process, Garver will develop an Issued for Permitting drawing and specification package, along with preparation and submittal of the permitting package to NCDEQ. Additionally, local building permit review packages required through Cabarrus County will be prepared and submitted by the Garver team.

Task 700. Bidding Support Services

Garver will plan for and assist the City of Concord with project activities during the bid period of the project.

Garver will host a pre-bid meeting with the City of Concord and contractors to inform interested bidders of the specific details of the project. A presentation and agenda will be prepared, and meeting notes taken that will be included in a project addendum to the bidders.

Garver will assist the City with the bid opening, review of all bids, and make a recommendation to award a contract to the successful bidder.

Upon acceptance of bid, Garver will issue a set of conformed documents that incorporate any addenda issued during the bid period.

Project Deliverables

The following will be submitted to designated City personnel, or others as indicated, by Garver:

- Formal data request delivered electronically. (Task 200)
- 3D laser scan data file of sodium hypochlorite feed room delivered electronically. (Task 300)
- Draft PER with OPCC delivered electronically. (Task 400)
- Final PER with updated OPCC delivered electronically, with up to three (3) printed copies at the City's request. (Task 400)
- 30% design documents delivered electronically. (Task 500)
- 60% design documents delivered electronically. (Task 500)
- 90% issued for permitting documents delivered electronically, with up to three (3) printed copies at the City's request. (Task 500)
- 100% issued for bid document delivered electronically, with up to three (3) printed copies at the City's request. (Task 500)
- NCDEQ Authorization to Construct permit application. (Task 600)
- Pre-bid meeting presentation. (Task 700)
- Bid tabulation and award recommendation. (Task 700)

- Conformed issued for construction documents delivered electronically, with up to three (3) printed copies at the City's request. (Task 700)

Additional Services

The following items are not included under this agreement but will be considered as additional services:

- Project Phase 2 (Construction Phase Services)
- Submittals or deliverables in addition to those listed herein
- Design of any utilities, relocation, or coordination with any utility owners
- Construction materials testing
- Geotechnical studies
- Pilot testing services
- Water quality sampling or water quality testing services
- Construction administration services

Additional Services will be as directed by the City of Concord in writing for an additional fee as agreed upon by the City and Garver. Initial scope recommendations for Phase 2 (future contract authorization) are outlined below and subject to revision pending the results of Phase 1.

Phase 2: Construction Phase Services (DRAFT)

Task 800. Construction Administration:

Garver will provide support for construction administration activities including:

- Submittal review
- Construction progress meeting facilitation
- Pay application review
- RFI and change order review and response.

Task 900. Construction Observation:

Garver will provide a resident project representative to observe construction progress at the facility. On-site construction observation be limited to periodic activities at certain important milestones. RPR duties and hours will be identified during Phase 1, based on the needs dictated by the detailed design for the project.

Schedule

Garver shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Description	Calendar Days
Task 200 - Data request submitted	7 days from Notice to Proceed
Task 200 - Data review	14 days from receipt of data from the City
Task 300 - Kick-Off meeting and facility evaluation site visit	14 days from completion of data review (or a City-provided date)

Task 300 - Lidar Scanning	30 days from Notice to Proceed.
Task 400 - Draft PER submitted	30 days from completion of facility evaluation site visit and receipt of Lidar scanning data
Task 400 - Draft study report review workshop	7 days from delivery of draft PER
Task 400 - Final PER submitted	7 days from receipt of City comments on Draft PER
Task 400 - Final report review workshop and Final Design kickoff	7 days from completion of final PER
Task 500.1 - 30% Design Documents	30 days from Final Design Kickoff Meeting
Task 500.2 - 60% Design Documents	30 days from receipt of Owner comments on Task 500.1
Task 500.3 - 90% Design Documents	30 days from receipt of Owner comments on Task 500.2
Task 500.4 - 100% Issued for Bid Documents	15 days from receipt of Owner comments on Task 500.3
Task 600 – Permitting Support	Up to 60 days from submittal to NCDEQ, submittal after 90% design
Task 700 – Bidding Support	30 days from advertisement

Exhibit B

City of Concord Chlorine System Upgrades at Coddle Creek Water Treatment Plant

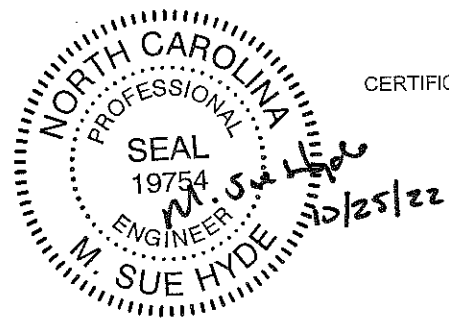
FEE SUMMARY

Basic Services Section	Estimated Fees
TASK 100 - Project Management	\$ 4,170.00
TASK 200 - Data Acquisition and Review	\$ 2,780.00
TASK 300 - Facility Evaluation	\$ 39,095.00
TASK 400 - Preliminary Engineering Report	\$ 23,776.00
TASK 500 - Detailed Design	\$ 178,660.00
TASK 600 - Permitting Support	\$ 3,488.00
TASK 700 - Bidding Support Services	\$ 17,225.00
Total All Services	\$ 269,194.00



Bid Tabulation Sheet Summary
 12" Public Sewer Extension Phase IIA Project Bid No. 2557
 Bids Received October 25, 2022 at 2:00 PM in Conf Rm C

Item No.	Sect. No.	Description	Estimated Quantity	Unit	1		2		3		4	
					Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
CONTRACTOR:					Barton Contracting		Cleary Construction Inc.		Dellinger, Inc.		Fuller & Co. Construction, LL	
ADDRESS:					6000 Old Pineville Road Charlotte, NC 28214		2006 Edmonton Road Tompkinsville, Kentucky, 42167 80668		2631 Old Charlotte Hwy Monroe, NC 28111 5992		3089 W Old NC 150 Hwy Crouse, NC 28033 64580	
LICENSE #:					72816							
1	WSACC	Mobilization	1	LS	\$ 50,172.00	\$ 50,172.00	\$ 50,000.00	\$ 50,000.00	\$ 25,000.00	\$ 25,000.00	\$ 28,803.00	\$ 28,803.00
2	PSP	Traffic Control	1	LS	\$ 8,630.00	\$ 8,630.00	\$ 25,000.00	\$ 25,000.00	\$ 10,600.00	\$ 10,600.00	\$ 5,125.00	\$ 5,125.00
3	PSP	Construction Survey	1	LS	\$ 27,615.00	\$ 27,615.00	\$ 50,000.00	\$ 50,000.00	\$ 20,100.00	\$ 20,100.00	\$ 22,000.00	\$ 22,000.00
4	PSP	Clearing and Grubbing	1	LS	\$ 80,240.00	\$ 80,240.00	\$ 100,000.00	\$ 100,000.00	\$ 62,200.00	\$ 62,200.00	\$ 84,327.00	\$ 84,327.00
5	NCDOT 310	48" R.C. Pipe Culvert, Class III	60	LF	\$ 467.00	\$ 28,020.00	\$ 871.00	\$ 52,260.00	\$ 470.00	\$ 28,200.00	\$ 700.00	\$ 42,000.00
6	WSACC	12-inch PVC 6'-8' depth	880	LF	\$ 172.00	\$ 151,360.00	\$ 337.00	\$ 296,560.00	\$ 140.00	\$ 123,200.00	\$ 166.00	\$ 146,080.00
7	WSACC	12-inch PVC 8'-10' depth	885	LF	\$ 182.05	\$ 161,114.25	\$ 391.00	\$ 346,035.00	\$ 160.00	\$ 141,600.00	\$ 166.00	\$ 146,910.00
8	WSACC	12-inch PVC 10'-12' depth	590	LF	\$ 193.00	\$ 113,870.00	\$ 477.00	\$ 281,430.00	\$ 200.00	\$ 118,000.00	\$ 166.00	\$ 97,940.00
9	WSACC	Carrier Pipe - 12" DI	126	LF	\$ 129.25	\$ 16,285.50	\$ 321.00	\$ 40,446.00	\$ 245.00	\$ 30,870.00	\$ 83.00	\$ 10,458.00
10	WSACC	Trenchless Crossing - 24" Steel Casing Pipe (t=.250")	122	LF	\$ 3,192.75	\$ 389,515.50	\$ 4,078.00	\$ 497,516.00	\$ 1,050.00	\$ 128,100.00	\$ 500.00	\$ 61,000.00
11	WSACC/Concord detail	4' Dia. Manhole	10	EA	\$ 7,800.00	\$ 78,000.00	\$ 13,500.00	\$ 135,000.00	\$ 4,170.00	\$ 41,700.00	\$ 7,401.00	\$ 74,010.00
12	WSACC/Concord detail	6' Dia. Manhole (Inside Drop)	1	EA	\$ 21,605.00	\$ 21,605.00	\$ 34,000.00	\$ 34,000.00	\$ 10,300.00	\$ 10,300.00	\$ 15,661.00	\$ 15,661.00
13	WSACC	Additional Depth of 4' Dia. Manhole	55.8	VF	\$ 567.00	\$ 31,638.60	\$ 304.00	\$ 16,963.20	\$ 315.00	\$ 17,577.00	\$ 144.00	\$ 8,035.20
14	WSACC	Additional Depth of 6' Dia. Manhole	6.68	VF	\$ 1,208.00	\$ 8,069.44	\$ 672.00	\$ 4,488.96	\$ 845.00	\$ 5,644.60	\$ 313.00	\$ 2,090.84
15	WSACC	Vent Pipe	6	VF	\$ 1,714.00	\$ 10,284.00	\$ 1,000.00	\$ 6,000.00	\$ 775.00	\$ 4,650.00	\$ 579.00	\$ 3,474.00
16	WSACC	Tie to existing sewer systems	2	EA	\$ 3,884.00	\$ 7,768.00	\$ 6,000.00	\$ 12,000.00	\$ 2,920.00	\$ 5,840.00	\$ 4,551.00	\$ 9,102.00
17	WSACC/plan detail	Silt Fence	2476	LF	\$ 5.10	\$ 12,627.60	\$ 4.00	\$ 9,904.00	\$ 9.00	\$ 22,284.00	\$ 3.00	\$ 7,428.00
18	WSACC/plan detail	Silt Fence Outlet	14	EA	\$ 311.00	\$ 4,354.00	\$ 450.00	\$ 6,300.00	\$ 475.00	\$ 6,650.00	\$ 755.00	\$ 10,570.00
19	WSACC/plan detail	Class A Washed Stone (Construction entrances)	270	TN	\$ 50.12	\$ 13,532.40	\$ 75.00	\$ 20,250.00	\$ 53.00	\$ 14,310.00	\$ 48.00	\$ 12,960.00
20	WSACC/plan detail	Geotextile for Drainage (Mirafi 500 or equal)	800	SY	\$ 5.35	\$ 4,280.00	\$ 2.25	\$ 1,800.00	\$ 8.00	\$ 6,400.00	\$ 6.00	\$ 4,800.00
21	WSACC/plan	Seeding and Mulching	3.6	AC	\$ 22,055.15	\$ 79,398.54	\$ 22,000.00	\$ 79,200.00	\$ 4,260.00	\$ 15,336.00	\$ 3,830.00	\$ 13,788.00
22	PSP	Seeding and Mulching - Wetland	0.4	AC	\$ 12,943.50	\$ 5,177.40	\$ 60,000.00	\$ 24,000.00	\$ 10,800.00	\$ 4,320.00	\$ 10,616.00	\$ 4,246.40
23	WSACC	Stabilization Stone	30	CY	\$ 98.85	\$ 2,965.50	\$ 190.00	\$ 5,700.00	\$ 67.00	\$ 2,010.00	\$ 83.00	\$ 2,490.00
24	NCDOT 300	Foundation Conditioning Geotextile	183	SY	\$ 12.50	\$ 2,287.50	\$ 5.00	\$ 915.00	\$ 9.00	\$ 1,647.00	\$ 6.00	\$ 1,098.00
25	NCDOT 867	Wooden Fence Reset (if needed)	40	LF	\$ 28.85	\$ 1,154.00	\$ 85.00	\$ 3,400.00	\$ 115.00	\$ 4,600.00	\$ 67.00	\$ 2,680.00
26	NCDOT 867	Fence Reset (Chainlink)	632	LF	\$ 30.00	\$ 18,960.00	\$ 55.00	\$ 34,760.00	\$ 71.00	\$ 44,872.00	\$ 61.00	\$ 38,552.00
27	NCDOT 866	Double Gates, 12' Opening	2	EA	\$ 985.00	\$ 1,970.00	\$ 4,500.00	\$ 9,000.00	\$ 4,740.00	\$ 9,480.00	\$ 4,139.00	\$ 8,278.00
28	WSACC/Plan detail	Anti-Seep Collar	3	EA	\$ 647.00	\$ 1,941.00	\$ 2,500.00	\$ 7,500.00	\$ 3,350.00	\$ 10,050.00	\$ 2,957.00	\$ 8,871.00
29	PSP	Rock Excavation and Removal	1030	CY	\$ 360.00	\$ 370,800.00	\$ 400.00	\$ 412,000.00	\$ 325.00	\$ 334,750.00	\$ 209.00	\$ 215,270.00
30	PSP	Access Path (C1-10)	1	LS	\$ 46,587.00	\$ 46,587.00	\$ 160,000.00	\$ 160,000.00	\$ 30,500.00	\$ 30,500.00	\$ 91,452.00	\$ 91,452.00
Base Bid Price						\$1,750,222.23		\$2,722,428.16		\$1,280,790.60		\$1,179,499.44
Contingency Allowance (10 % of Base Bid Price)						\$175,022.22		\$272,242.82		\$128,079.06		\$117,949.94
Total Bid Price(Base Bid +Contingency Allowance)						\$1,925,244.45		\$2,994,670.98		\$1,408,869.66		\$1,297,449.38
Bid Security (5%)						Yes		Yes		Yes		Yes
Irregularities (see highlighted areas on form)						None		None		None		None



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

City of Concord
Sewer Allocation Policy

1. Term and applicability of this Policy
 - a. This policy shall control the preliminary allocation of sewer to projects requiring permits based upon 15A NCAC Subchapter 2T rules and the Water and Sewer Authority of Cabarrus County sewer allocation and Commitment Policy. This policy may be amended by the City Council at any time.
2. Amount of sewer which may be allocated
 - a. The amount of sewer available for allocation and attributable to any designated calendar year shall be the amount given by WSACC as determined through the interlocal agreement and City Council.
 - b. The City shall reserve at least 250,000 gpd of its available sewer allocation for Economic Development projects. As Economic Development flow is allocated, non-residential flow will be used to re-balance the Economic Development reserve if available.
 - c. The City shall allot from the remaining amount 35% to residential, 55% to non-residential, and 10% to mixed use. Within the 35% residential allotment, 50% shall be allotted to single family, 25% to townhomes, and 25% to apartments. City Council at anytime may transfer allocation from one category to another.
 - d. If the mixed-use allocation is exhausted, mixed-use projects may be allocated using allocations from the non-residential and residential allocations if available and approved by Council.
 - e. Public project allocation shall be assigned on a pro rata basis from all the use categories except economic development. Public project is as defined in the Concord Development Ordinance.
3. Preliminary Allocation approvals
 - a. City Council will be the body to approve preliminary allocation requests.
 - b. Projects with construction plans in review as of 10/31/2021 with activity in the past year will be presented first for approval. If approved, these projects will have 6 months to achieve final plan approval and flow acceptance. Projects thereafter (excluding Economic Development) will be presented quarterly to Council. Council will approve Economic Development projects separately.
 - c. City Council will be presented with current allocation available and the impact of the projects presented on remaining capacity. Projects will be assigned prioritization points based upon the point system attached.
 - d. Residential approvals may be phased to allow a maximum of **50** units per year. The 50 units is within a project and not cumulative city-wide.
 - e. Preliminary sewer allocation will be good for a period of one year after the date of Council approval except for public projects and economic development projects. Public project's preliminary sewer allocation will remain valid until final sewer

Adopted 12/21/21. Amended 4/14/22.

allocation is received or the project is abandoned by the public entity. Economic Development project’s preliminary sewer allocation will remain valid until final sewer allocation is received or City Council rescinds the preliminary allocation. A project must have a valid preliminary sewer allocation approval before receiving a final sewer allocation at the time of utility permitting. The final sewer allocation shall not be more than the preliminary sewer allocation approved.

- 4. Project Prioritization Scoring
 - a. Projects will be scored using the table below.
 - b. **The project score is simply a guide for City Council to evaluate the projects based on the given criteria.** A project scoring high is not automatically given allocation. A project scoring low is not automatically rejected for allocation. Projects are also not specifically competing against each other. The final allocation authority will be granted solely by City Council.
 - c. Projects deemed Economic Development projects will not be scored and will be evaluated by City Council and potentially awarded an allocation through existing Economic Development processes.
 - d. Speculative Industrial Buildings. Speculative Industrial Buildings under 75,000 sq ft can request to obtain a preliminary flow allocation provided the total per phase is not greater than 7,500 gpd. Speculative industrial buildings in I-2 zoning that are greater than 75,000 sf can request a preliminary flow allocation provided the total per building is not greater than 12,500 gpd. If a tenant(s) requires an allocation greater than approved it will require a separate request from City Council. Speculative buildings in I-1 zoning that are greater than 75,000 sf will only be considered once an industrial user is determined.

RESIDENTIAL PRIORITIZATION EVALUATION

- Located within a small area plan +2
- Vertical mixed use +2
- Redevelopment Site +1
- Horizontal mixed use +1
- Downtown (MSD) +1
- Located adjacent to existing sewer line. +1
- Annexation -2

NON-RESIDENTIAL PRIORITIZATION EVALUATION

- Office +1
- Located within a small area plan +1
- Part of an approved mixed use plan +1

Adopted 12/21/21. Amended 4/14/22.

- Annexation (Not economic development) -2
- Logistics/Distribution use -2

5. Additional Factors which Council may consider.
 - a. Whether in Council’s opinion, the application is for a land use which is consistent with the City’s adopted policies concerning growth and development, and
 - b. Such other factors as may be identified by the Council in its deliberations, which either suggest that a particular application promotes or undermines the public health or safety, or the general welfare of the City.
6. Preliminary Allocation Procedures
 - a. City Staff will present Council with the projects described in 3(b) first for consideration without an application provided by the developer.
 - b. Thereafter, a preliminary allocation application will be required for proposed development. City Staff will present the applications to Council in March, June, September and December. Review of the allocation applications shall be conducted in the order in which the completed applications have been received.
 - c. Development projects requiring flow allocations as described in 1a must receive a preliminary flow allocation approval prior to submitting construction documents for review. Speculative Industrial Buildings can proceed without preliminary flow allocation only after acceptance of risk documents have been signed by the legally responsible party.

Preliminary Application – Extension of Concord Utilities outside Concord City Limits

(Please type or print in black ink)

1. Name of development: _____

2. Name and address of owner(s)/developer(s): Eric Barnhardt
1361 Zion Church RD E

3. Owner(s)/developer(s) telephone: 704-782-0160 Fax: 704-425-3515

lori
Barn-
hardt

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: lori + Eric Barnhardt

8. Telephone number of person to whom comments should be sent: 704-425-3515
Fax: _____

9. Location of property: 1361 Zion Church RD E

10. Cabarrus County P.I.N.#: _____

11. Current zoning classification: _____

12. Total acres: 1/3 acre Total lots proposed: _____

13. Brief Description of development: want water tap
well goin bad

14. Proposed Construction Schedule _____

15. Type of Service requested Water Tap

10/24/22
Date

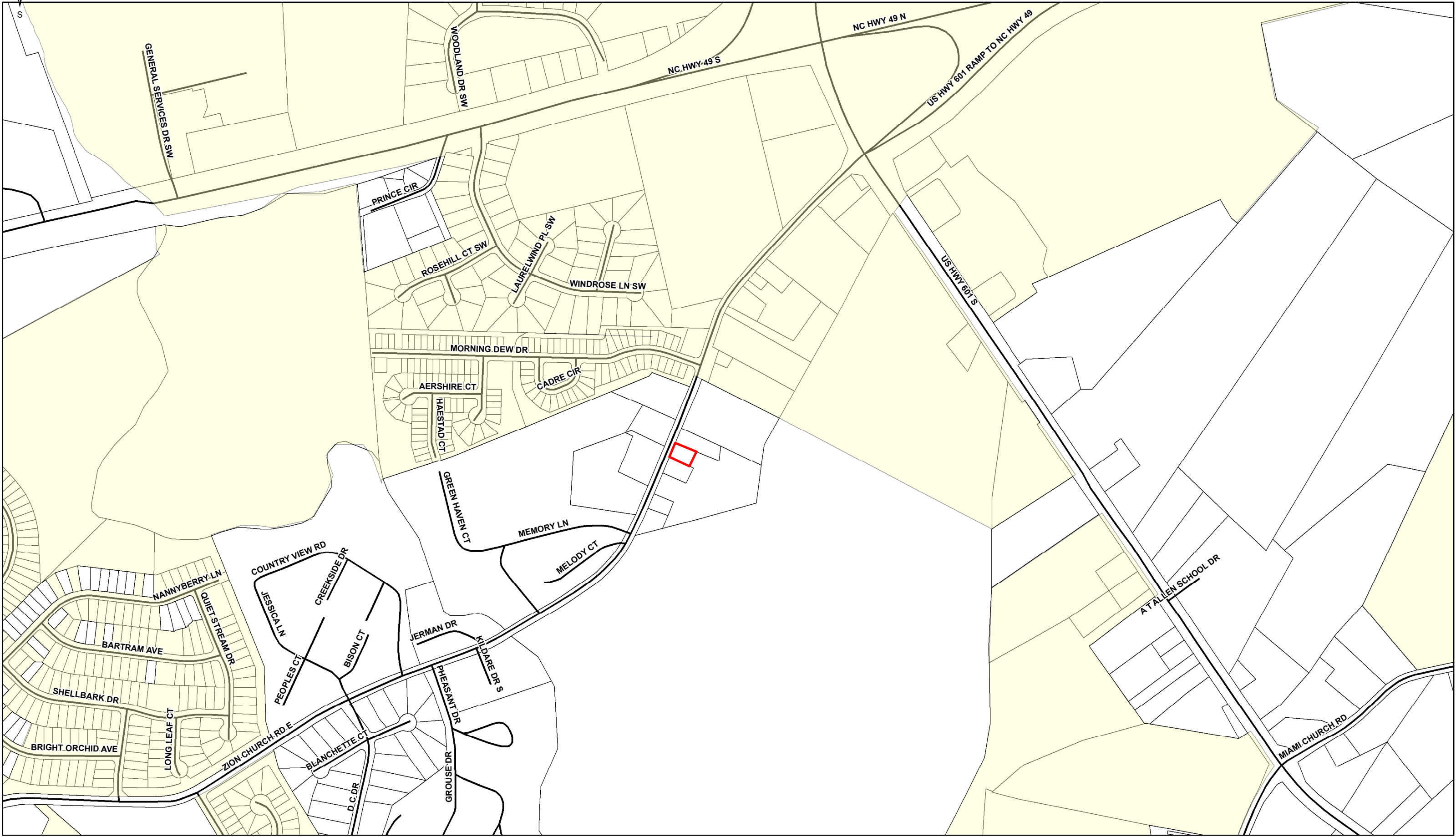
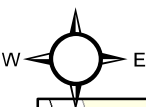
X Eric Barnhardt
Signature of Owner/Agent

X Eric Barnhardt
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 = 500 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: CONCRETE READY MIX PLANT
2. Name and address of owner(s)/developer(s): RICK ALEXANDER
READY MIX OF THE CAROLINAS, INC.
364 BROWNS HILL RD, LOCUST, NC 28097
3. Owner(s)/developer(s) telephone: 704-888-2224 EMAIL: RICKALEXANDER@RMXCAROLINAS.COM
4. Name and address of surveyor/engineer: MICHAEL NEWMAN - MDV ENGINEERING, PLLC
215 JOHNSTON ST, ROCK HILL, SC 29730
5. Surveyor/engineer's telephone: 704-400-1044 EMAIL: MICHAEL@MDVENG.COM
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: MICHAEL NEWMAN
MDV ENGINEERING, 215 JOHNSTON ST, ROCK HILL, SC 29730
8. Telephone number of person to whom comments should be sent: 704-400-1044
EMAIL: MICHAEL@MDVENG.COM
9. Location of property: ACROSS ZION CHURCH RD FROM LITAKER LN
10. Cabarrus County P.I.N.#: 5529853566
11. Current zoning classification: GI - GENERAL INDUSTRIAL (CABARRUS COUNTY)
12. Total acres: 11.14 Total lots proposed: N/A
13. Brief Description of development: CONSTRUCT A CONCRETE READY MIX PLANT WITH A
±2,500 SF MAINTENANCE SHOP BUILDING
14. Proposed Construction Schedule START CONSTRUCTION WITHIN APPROXIMATELY 1 YEAR
15. Type of Service requested WATER & ELECTRIC

10/21/22

Date


Signature of Owner/Agent

RICK D. ALEXANDER

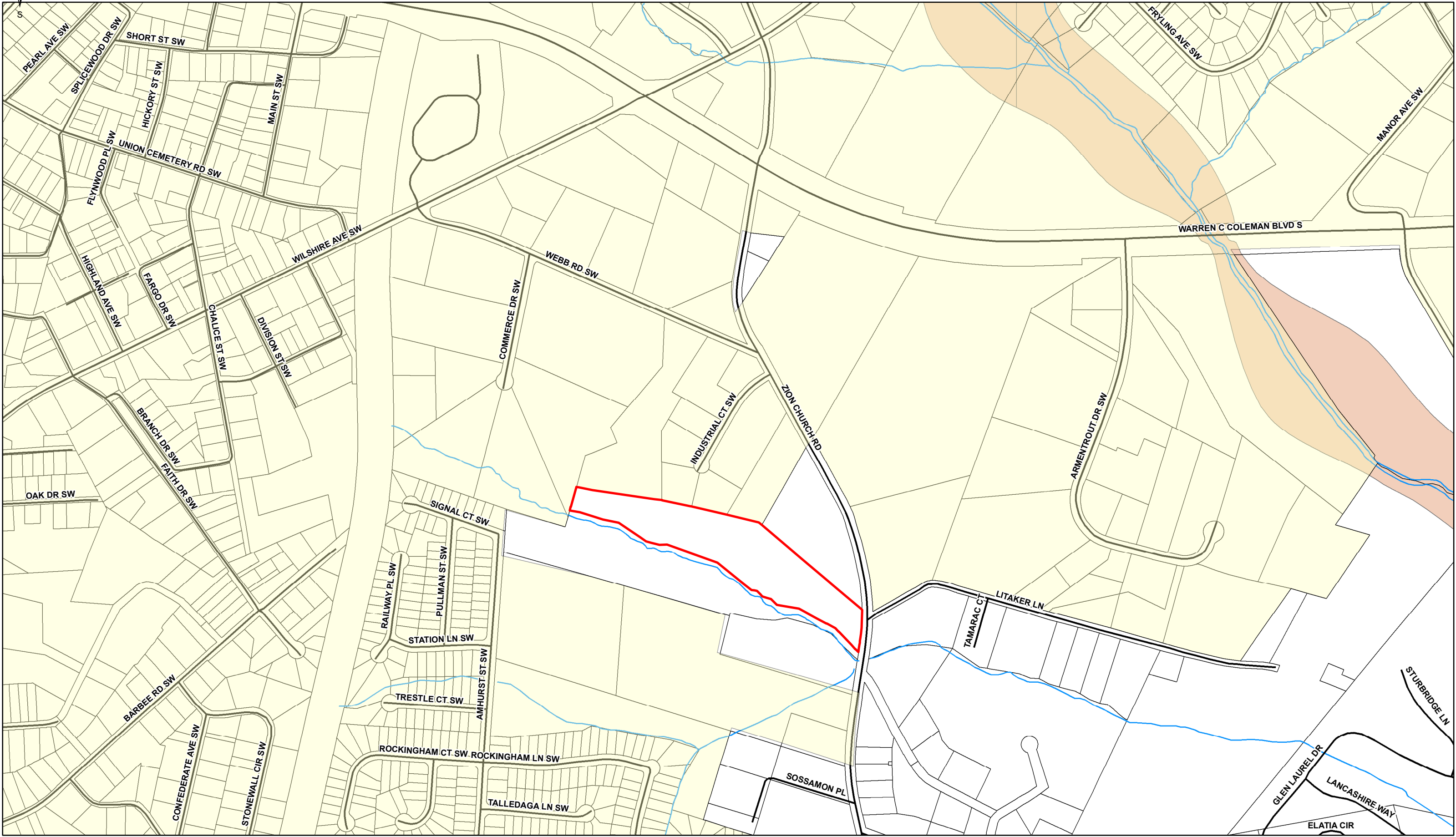
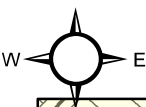
Name (printed)

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





Hopthru

Proposal for Rider Transit

UPDATED August 12th, 2022

Created by: Cole Calhoun (cole@hopthru.com, 425-802-8313)

Background

Executive Summary:

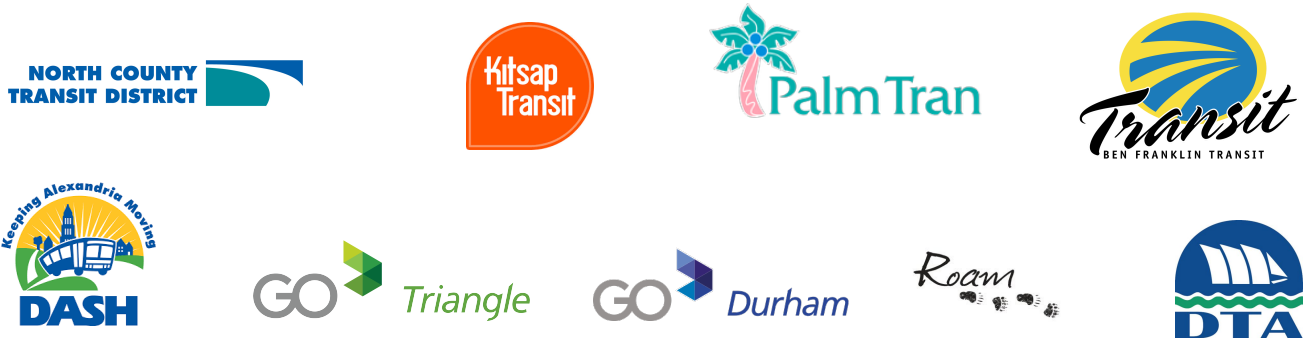
Hopthru is a data management and analysis platform for transit. Utilizing passenger counting hardware already installed on your fleet, Hopthru automates the extraction, processing, and importing of data so that you can easily derive the insights you need.

The platform consists of two modules: Hopthru Cleanse and Hopthru Analyze.

Hopthru Cleanse builds trust in the quality of your data by maintaining the accuracy thresholds required for NTD certification.

Hopthru Analyze allows you to instantaneously identify and diagnose operational inefficiencies across your service area.

You're in good company:



Project Goals

1. Enable Rider Transit to certify their APCs for NTD reporting

Complete the NTD certification process using Hoptaru Cleanse's data processing.

2. Provide the highest quality ridership analysis

Improve the organization's access to ridership data, giving each department the ability to analyze ridership trends across all levels of Rider Transit's system.

Create a detailed, yet simple, analysis process to better inform schedule changes and service updates.

3. Launch with an evolving system

Hoptaru is constantly being improved based on customer feedback. Rider Transit will have a direct hand in shaping our product roadmap through feedback and requests.

Hopthru Cleanse

Data analysis is only as valuable as the underlying data is accurate. As Hopthru has launched Analyze with dozens of agencies and talked with hundreds about their data, we've seen that ~70% of transit systems with APCs have data cleanliness issues.

Hopthru Cleanse, an intelligent data cleaning platform specifically tailored for APCs, solves these problems. Cleanse consists of three main components described below:

1. Correlation

Once raw data is collected, it must be mapped to the schedule through a process called data correlation. This is how raw counts (ons/off, time stamp and bus ID) are assigned to routes, trips and stops. Agencies are often missing 10-60% of their data due to failed correlation.

Strong correlation is the foundation of good APC data.

2. Expansion

No data set is perfect. Whether it's due to hardware malfunction, network loss, or other unforeseen errors, it is possible to lose events that actually occurred. Data expansion fills in these gaps using historical averages.

3. Anomaly correction

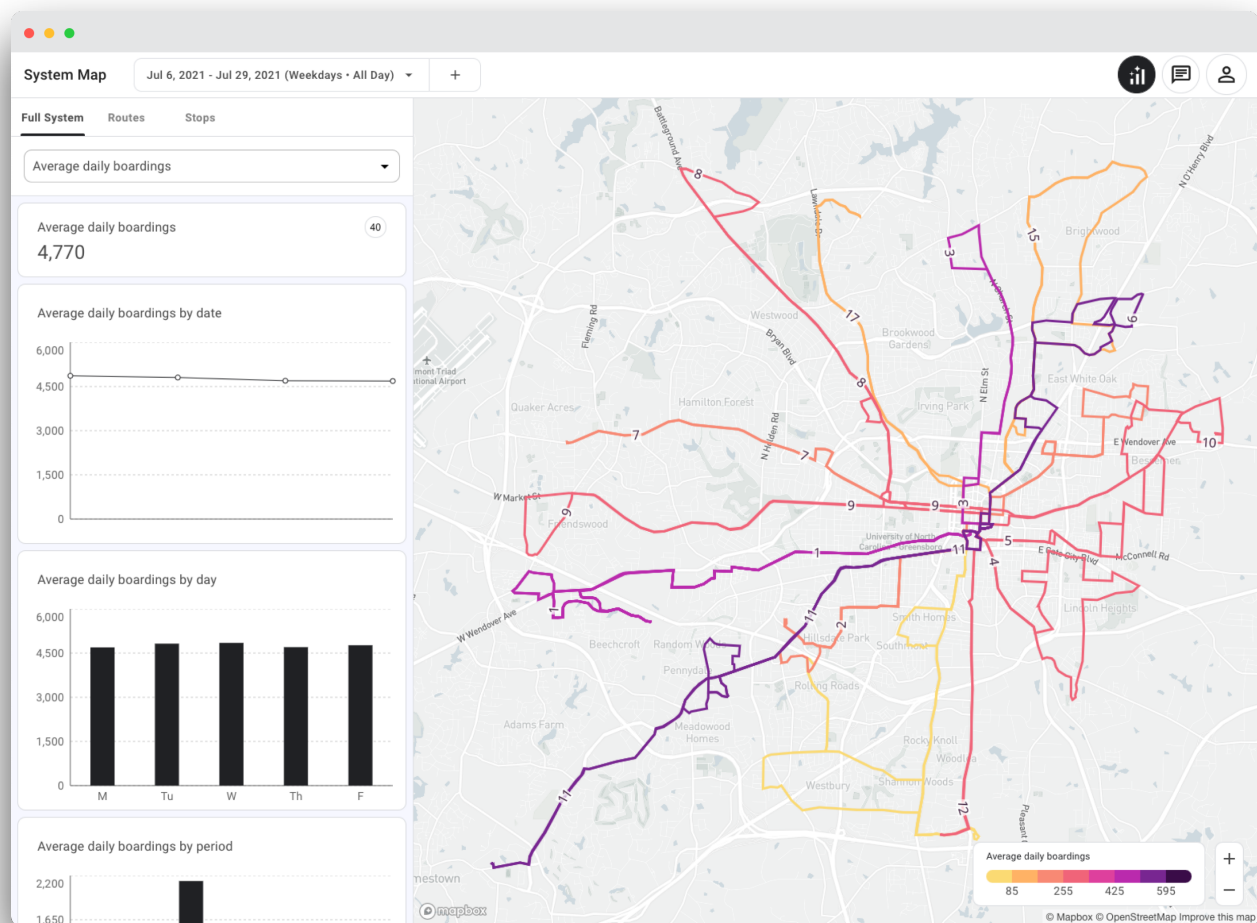
Within APC data, there will often be anomalies that can skew averages and cause unreliable data. Hopthru will identify these issues and use our expansion algorithms to replace them.

Hopthru Analyze

Once an agency has confidence in their APC counts, the logical next step is to use that knowledge to improve service. Hopthru Analyze is the web-application through which Rider Transit will discover insights in every nook and cranny throughout the system.

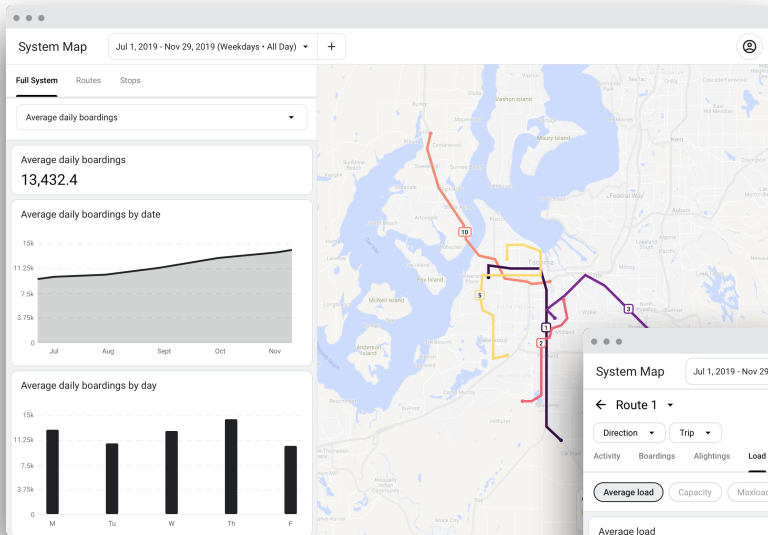
Detailed analysis at every level of your agency

- Gain a birds-eye view of your system by measuring KPIs aggregated across the entire agency
- Dive into the details by viewing individual routes, trips, or stops.
- Tag routes or stops to track amenities, projects, and more.
- Identify trends by comparing any view to its historical performance

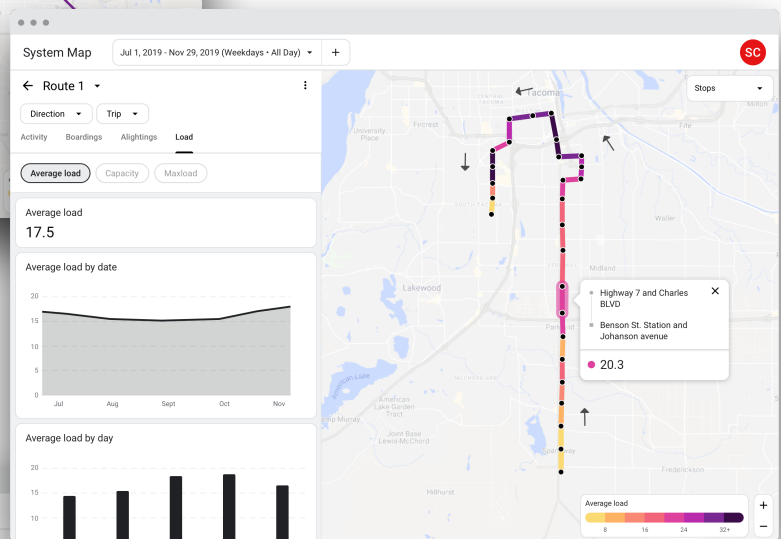


Measure performance across...

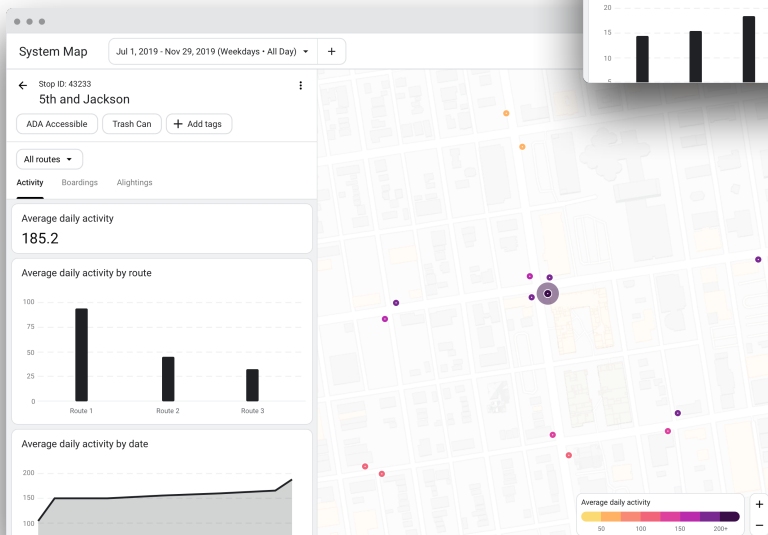
The entire system



Each route

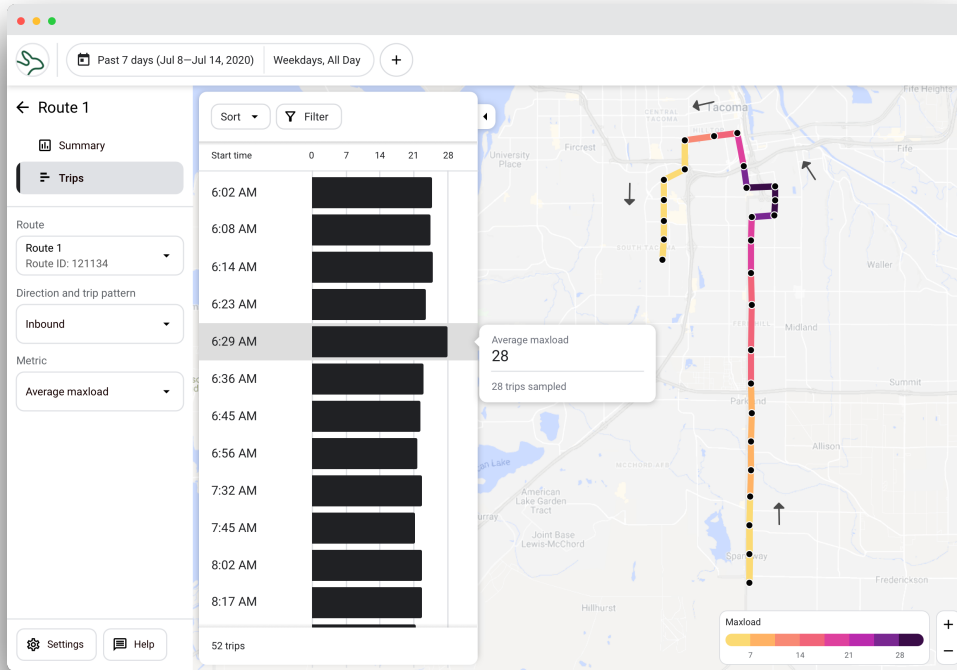


Each stop



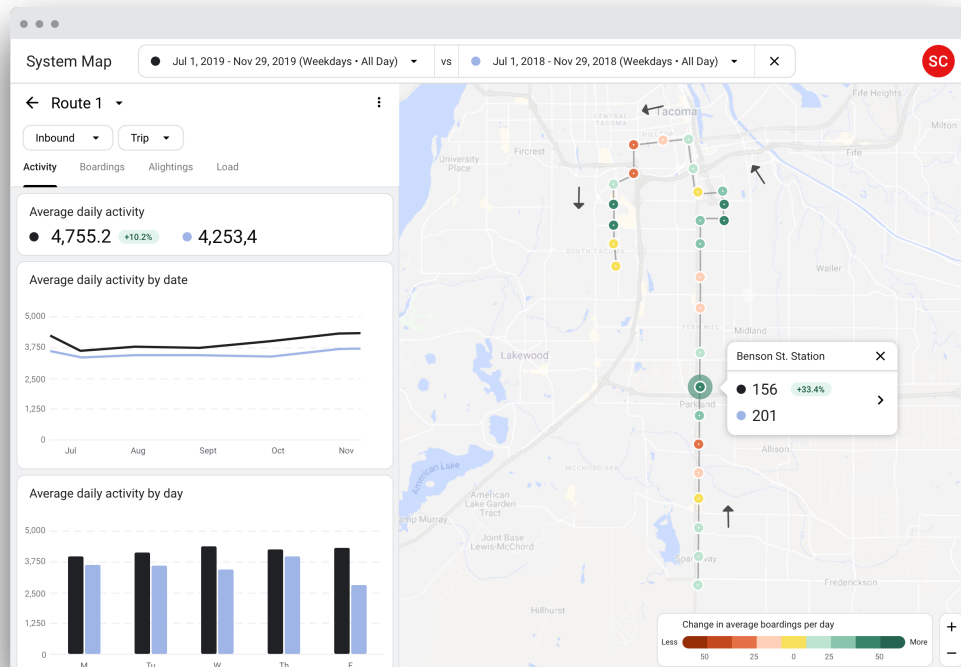
Trips Analysis

Visualize and map out trip level trends for each route



Understand changes over time

"Show me how ridership this year compares to last year."



Build your own custom insights

The screenshot shows the 'View Builder' interface with the following elements:

- Navigation: Full system, Routes, Stops, View Builder
- Filters: TRIPS (All trips, Vehicles to maintain, High ridership trips), All Views
- Time Range: 8/1/21 - 8/30/21 (Weekdays, All day)
- Actions: Email report (1), Save view
- Results: 1,152 results
- Table Actions: Table actions, Search
- Table Data:

Trip ID	Start time	Route	Boardings	Alightings	Maxload
AVGDDG543	6:21	1	22	22	10
AVGDDG543	6:28	1	23	23	12
AVGDDG543	7:22	1	45	40	23
AVGDDG543	5:22	1	26	25	12
AVGDDG543	13:43	1	28	28	9
AVGDDG543	6:21	1	31	22	22
AVGDDG543	6:28	1	14	21	14
AVGDDG543	7:22	1	45	25	31
AVGDDG543	5:22	1	80	25	56

Page navigation: < Prev 1 2 3 Next > 100 per page

Be alerted to pre-made and user-defined events (coming soon)

The screenshot shows the 'New email report' dialog box with the following configuration:

- Frequency:
 - One time (This report will start sending once saved and will be sent one time.)
 - Daily
 - Weekly
 - Monthly
- Recipients:
 - Enter the email address of anyone you'd like to send to this report.
 - Manager@hopthru.com
 - Stephen@hopthru.com
- Save button

Implementation timeline (tentative)

Event	Month 1	Month 2	Month 3	Month 4
Hopthru Cleanse Integration	x			
Data QA / Trip Sampling	x			
NTD Thresholds Met			x	
Hopthru Analyze External QA				x
Go-live				x

Price Proposal

- Pricing proposal expires **December 31st, 2022**
- Agency will not be invoiced for the initial service term until NTD data thresholds are met.

3 Year Term

Product / Service	QTY	Total Cost
Hopthru Cleanse	Up to 20 VOMS (fixed route vehicles operated at maximum service)	\$17,350 / Year
Hopthru Analyze	Up to 20 VOMS (fixed route vehicles operated at maximum service)	\$17,350 / Year
Manual Counting and NTD Validation	1	\$9,450
Discounts: Buy One Module get One 50% Off	-	\$8,675 / Year
TOTAL COST PER YEAR		Year 1: \$35,475 Year 2: \$26,025 Year 3: \$26,025 ----- TOTAL: \$87,525

References

NCTD (North County Transit District) (Oceanside, CA):

- Name: Damon Blythe
- Title: COO
- Email: dblythe@nctd.org
- Phone: 760.966.6708

TOAKS (Thousand Oaks Transit) (Thousand Oaks, CA):

- Name: Tyler Nestved
- Title: Transit Planner
- Email: TNestved@toaks.org
- Phone: 805.449.2492

Palm Tran (West Palm Beach, FL)

- Name: Christian Londono
- Title: Manager of Performance Management
- Email: clondono@pbcgov.org
- Phone: 561.841.4312

Kitsap Transit (Bremerton, WA)

- Name: Steffani Lillie
- Title: Director of Service and Capital Development
- Email: steffanil@kitsaptransit.com
- Phone: 360.478.6931

GoTriangle/GoDurham (Durham, NC)

- Name: Matthew Frazier
- Title: Database Analyst
- Email: mfrazier@gotriangle.org
- Phone: 919.485.7528

Things to note:

General Terms

- We use a Software as a Service (SaaS) model with annual subscriptions per product. There are no hosting or maintenance fees.
- Subscriptions include unlimited users within your agency.
- We believe in data access and availability. As long as your agency is a paying customer, you will have easy access to download any data from Hopthru's system.
- For Cleanse customers, Hopthru will attain a minimum precision level of 95% for Unlinked Passenger Trips as defined by the [NTD](#).

Technical Requirements (Hopthru Cleanse)

In order to power Hopthru Cleanse, Hopthru requires the three data sets listed below:

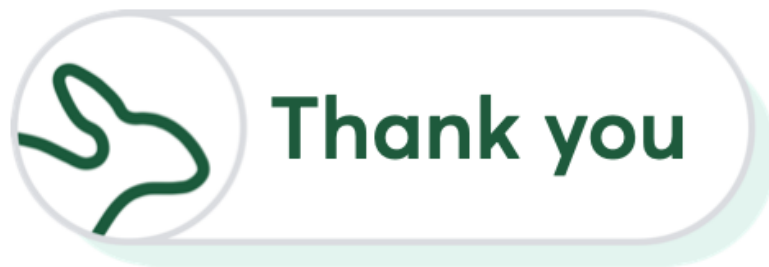
1. Up-to-date static GTFS
2. Vehicle Assignments (likely from your AVL system)
 - Vehicle -> block assignments for a given day
3. Raw APC Event Data
 - We'll need these required fields [as listed here](#):
 - Vehicle_ID
 - Lat/Lng
 - Timestamp
 - Ons
 - Offs

Data Validation (Hopthru Cleanse)

- In order to successfully test and validate Hopthru's algorithms on Rider Transit's data, we will need the following:
 - A random sampling of manually validated counts, at the stop level, by trip (gathered by video camera footage, hand counts, or another approved counting method)
 - GTFS, Vehicle Assignments, and Raw APC data from the same dates as the validated counts

Support Plan

- You will be assigned a dedicated Customer Success Manager.
- Your Customer Success Manager will create a success roadmap for your team, including a comprehensive on-boarding process.
- We pride ourselves on having the best support team in the industry and we'll never charge you for our time. Always feel free to reach out with questions, comments, or suggestions on how we can better serve you. We respond to requests in one business day.



Account Manager:

Cole Calhoun (cole@hophtru.com, 425-802-8313)

AN ORDINANCE AMENDING FY 2022-23 APPROVED FEES, RATES AND CHARGES SCHEDULE
AS ADOPTED IN THE FY 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1st, 2022 and ending on June 30th, 2023, as amended; and

WHEREAS, the City desires to amend the ordinance as it relates to the Schedule of Fees, Rates and Charges;

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 fees, rates and charges are hereby amended as follows:

Transit System - Concord/Kannapolis Rider (changes in **Bold**)

LOCAL SERVICE

Regular Fare ¹	\$ 1.25 per one-way trip
ADA Paratransit Fare	\$ 2.00 per one-way trip
Senior Citizen Fare ²	\$ 0.60 per one-way trip
Disabled Fare ²	\$ 0.60 per one-way trip
Medicare Card Holders ²	\$ 0.60 per one-way trip
Student Fare ²	\$ 0.60 per one-way trip
Veteran Fare²	\$ 0.60 per one-way trip
Children (under 5)	Free
Transfers ³	Free
1-Day Unlimited Ride Pass	\$ 4.00
1-Day Unlimited Ride Pass (Senior, Disabled, Medicare, Student, Veteran) ²	\$ 2.00
7-Day Unlimited Ride Pass	\$ 12.00
7-Day Unlimited Ride Pass (Senior, Disabled, Student, Medicare) ²	\$ 6.00
10-Ride Electronic Fare Media	\$ 10.00
10-Ride Electronic Fare (Senior, Disabled, Medicare, Student, Veteran)	\$ 5.00
31-Day Pass	\$ 40.00
31-Day Pass (Senior, Disabled, Medicare, Student, Veteran) ²	\$ 20.00
1-Ride Pass Bulk ³	\$ 1.00 (80% of Regular Fare rate per ride)
Rider Pass Umo Card (new or replacement)	\$ 2.00
Fare Capping (Digital Fare Payment System Users)	\$ 40.00 per calendar month

¹ All riders shall pay this fare unless the rider qualifies under the fare policy for one of the reduced fares as listed.
² Discounted fares require a reduced-Fare ID.
³ 1-Ride Pass – minimum purchase of 100 passes; if less than 100 passes purchased, passes will be sold at regular fare rate if applicable.

This Ordinance amendment shall be effective upon adoption.

Adopted this 10th day of November 2022.

ATTEST:

Kim Deason, City Clerk

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

VaLerie Kolczynski, City Attorney

ORD.

GRANT PROJECT ORDINANCE
FY 2019 EMERGENCY SAFETY AND SECURITY GRANT
PROJECT NC19E00850319

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:

2019 Emergency Safety & Security Grant	692-4703308	\$ 135,919
	692-4703308	

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

Security Cameras	9212-5800296	\$ 135,919
	9212-5800296	

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of November 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

NORTH CAROLINA
CABARRUS COUNTY

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

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2022, by Pulte Home Company, LLC, a Michigan limited liability company whose principal address is 11121 Carmel Commons Blvd., Suite 450, Charlotte, NC 28211 (hereinafter “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

WITNESSETH:

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

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina, and more particularly described as follows: 502 Amhurst Street SW, Concord, NC, Cabarrus County Property Identification Number (PIN): 5529-75-3186. Being the land being conveyed to Grantor by deed recorded in Book and Page 15971/163 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

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

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

WHEREAS, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Sand Filter, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure” or “SCM”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

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

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

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit “A” titled “Easement Survey Property of: Pulte Home Company, LLC” and labeled “SCM Easement (0.861 Acres)”**, for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as “SCM Easements”). Within the SCM Easements Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM across that portion of the Property shown on the attached **Exhibit “A” titled “Easement Survey Property of: Pulte Home Company, LLC” and labeled “50’ Access Easement (0.585 Acres)”**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor’s Property to the general public or for any public use or purpose whatsoever, and further, except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

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

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

- a. All components of the SCM and related improvements within the SCM Easements are to be kept in good working order.
- b. The components of the SCM and related improvements within the SCM Easements shall be maintained by Grantor as described in **“Exhibit B”**, the Sand Filter Inspection and Maintenance Plan.

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

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

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

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

5. This Agreement gives Grantee the following affirmative rights:

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

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

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

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

9. Grantor agrees:

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

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

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

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated _____, 2022 with and for the benefit of the City of Concord, recorded in Book _____, Page _____ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and accept further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

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

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

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

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

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM ACCESS EASEMENT AND ACCEPTED THE SCM ACCESS EASEMENT AT THEIR MEETING OF _____, 2022 AS ATTESTED TO BELOW BY THE CITY CLERK.

CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND THE SCM ACCESS EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

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

GRANTOR:

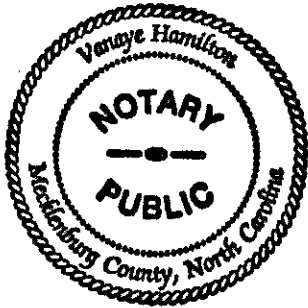
Pulte Home Company, LLC,
a Michigan limited liability company

By: [Signature], Manager/Member

**CABARRUS COUNTY
STATE OF NORTH CAROLINA**

I, Vanaye Hamilton, a Notary Public of the aforesaid County and State, do hereby certify that Jeremy Huntsman personally appeared before me this day and acknowledged that he/she is the Manager/Member of Pulte Home Company, LLC, a Michigan limited liability company and that he/she as Director of Land Dev being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and notarial seal, this the 25th day of October, 2022.



[Signature]
Notary Public
My commission expires: 9/16/26
WH

GRANTEE:

City of Concord, a municipal corporation

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

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

**STATE OF NORTH CAROLINA
COUNTY OF CABARRUS**

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

WITNESS my hand and notarial seal, this the _____ day of _____, 2022.

Notary Public _____
My commission expires: _____



MEMORADUM

DATE: Tuesday, October 11, 2022
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: International Business Park Lot 10 Spec Building
 PROJECT NUMBER: 2015-072
 DEVELOPER: Bedford Village, SA
 FINAL CERTIFICATION - LOT NUMBERS: Site-Archived
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Thursday, November 10, 2022
 ONE-YEAR WARRANTY DATE: Friday, November 10, 2023

Water Infrastructure	Quantity
6-inch in LF	25.00
6-inch Valves	1
Hydrants	1



MEMORADUM

DATE: Wednesday, October 12, 2022
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: The Addison Apartments PH Site MP Buildings 1-12
 PROJECT NUMBER: 2020-006
 DEVELOPER: Contravest Development Partners, LLC.
 FINAL CERTIFICATION - LOT NUMBERS: 339 Apartment units
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, November 10, 2022
 ONE-YEAR WARRANTY DATE: Friday, November 10, 2023

Water Infrastructure	Quantity
12-inch in LF	602.00
12-inch Valves	3
8-inch in LF	54.00
8-inch Valves	4
6-inch in LF	6.00
6-inch Valves	2
Hydrants	2

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1685.00
Manholes as EA	11



MEMORADUM

DATE: Monday, October 17, 2022
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Creekside Dr. 8-inch Water Main Ext.
 PROJECT NUMBER: 2017-028
 DEVELOPER: Creekside Commercial, LLC
 FINAL CERTIFICATION - LOT NUMBERS: Lots 1-4
 INFRASTRUCTURE TYPE: Water
 COUNCIL ACCEPTANCE DATE: Thursday, November 10, 2022
 ONE-YEAR WARRANTY DATE: Friday, November 10, 2023

Water Infrastructure	Quantity
8-inch in LF	676.00
8-inch Valves	1
2-inch in LF	98.00
2-inch Valves	2
Hydrants	2



MEMORADUM

DATE: Thursday, October 27, 2022
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Roadway Acceptance
 PROJECT NAME: Courtyards at Poplar Tent
 PROJECT NUMBER: 2019-005
 DEVELOPER: Epcon, Poplar Tent, LLC
 COUNCIL ACCEPTANCE DATE: Thursday, November 10, 2022
 ONE-YEAR WARRANTY DATE: Thursday, November 9, 2023

Street	Length in LF	ROW in FT	Plat
Poplar View Dr NW	875.00	50.00	PH 1 MP 1
Treetop Way NW	582.00	50.00	PH 1 MP 1
Treetop Way NW	782.00	50.00	PH 2
Poplar View Dr NW	778.00	50.00	PH 2
Total	3017.00		

VERITAS
 LAND SERVICES
 3556-A CENTRE CIRCLE DRIVE
 FORT MILL, SC 29715
 OFFICE: 704-506-0554
 NC FIRM C-3126

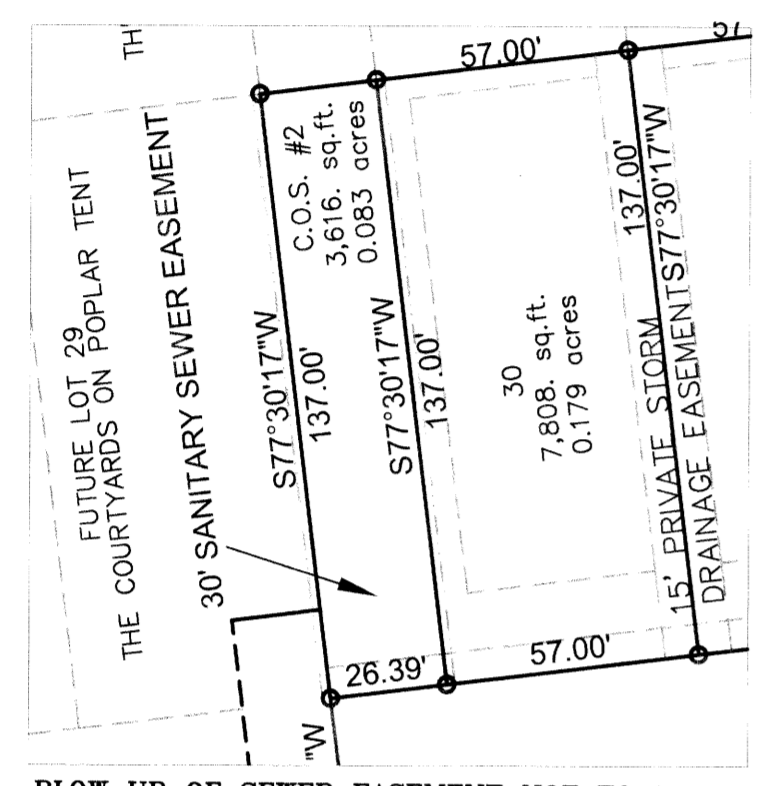
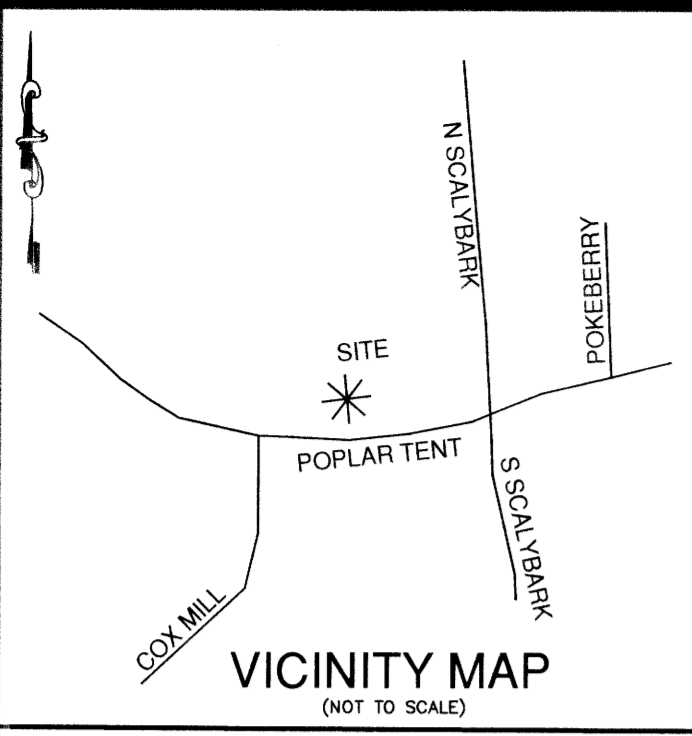
PROJECT:
 RECORD PLAT PHASE I MAP 1
 THE COURTYARDS ON POPLAR TENT
 9000 POPLAR TENT ROAD
 TOWNSHIP NO. 2
 CONCORD, NC 28207

CLIENT:
 EPCON POPLAR TENT, LLC
 1151 BISCAIYNE DRIVE
 CONCORD, NC 28207

ORIG.PROJ DATE: 04-04-2019
 SCALE: 1" = 100'
 DRAWN BY: JS
 CHECKED BY: JMF

PROJECT NO:
4086-19

SHEET
1 of 2



BLOW UP OF SEWER EASEMENT NOT TO SCALE

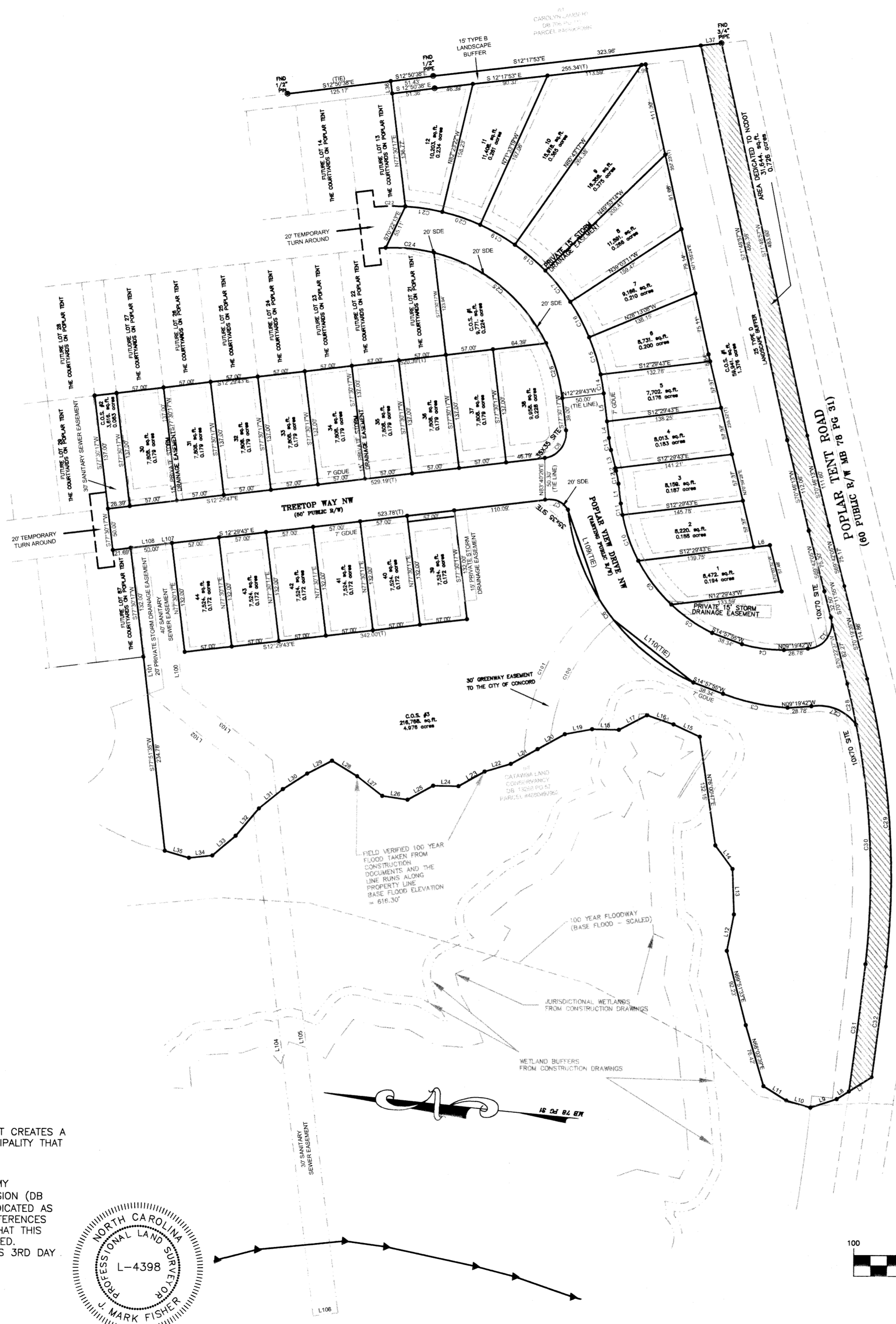
LEGEND

- FOUND PROPERTY CORNER
- R/W RIGHT OF WAY
- SET IRON ROD
- ⊖ REBAR
- △ CALCULATED POINT
- GDUE GENERAL DRAINAGE & UTILITY EASEMENT
- SDE STORM DRAINAGE EASEMENT
- SANITARY SEWER EASEMENT

I, J. MARK FISHER, CERTIFY THAT THIS PLAT IS OF A SURVEY THAT CREATES A SUBDIVISION OF LANDS WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES LAND.

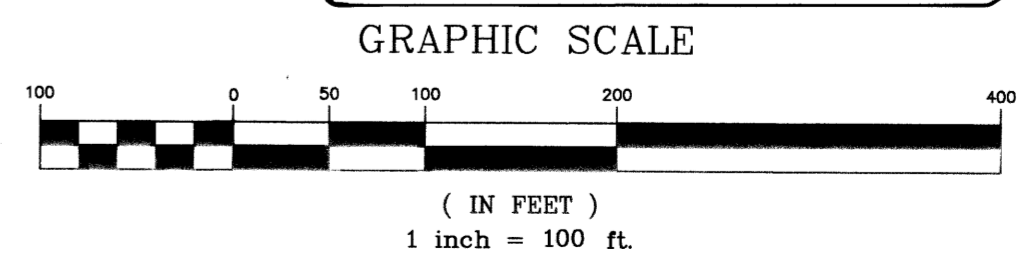
I, J. MARK FISHER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DB 1555 PG 315); THAT THE BOUNDARIES NOT SURVEYED ARE AS INDICATED AS DRAWN FROM INFORMATION TAKEN FROM ADJOINERS TITLE AND REFERENCES SHOWN ON PLAT; THAT THE RATIO OR PRECISION IS +1:10,000; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 3RD DAY OF DECEMBER, 2019.

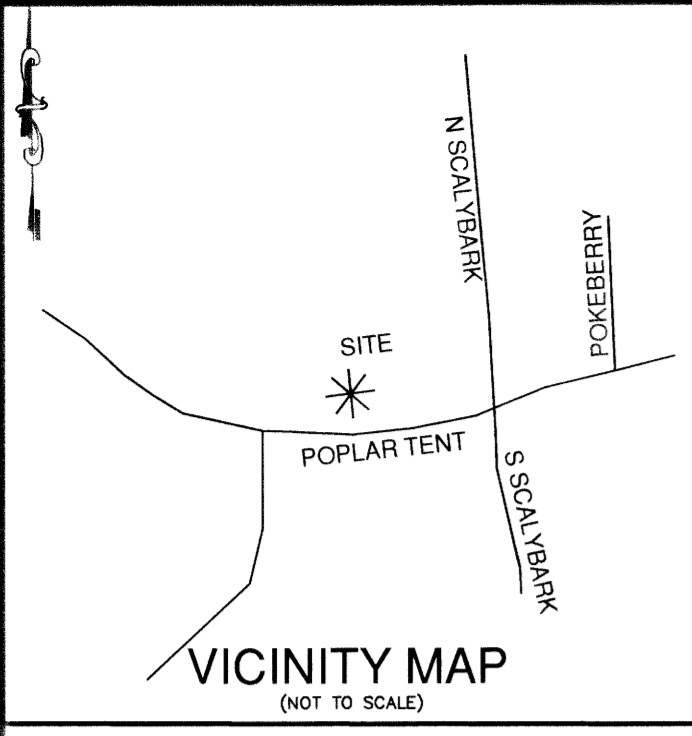
J. Mark Fisher
 PROFESSIONAL LAND SURVEYOR



REVIEW OFFICERS CERTIFICATE:

STATE OF NORTH CAROLINA,
 COUNTY OF CABARRUS,
 I, Greg Beck, REVIEW OFFICER OF
 CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO
 WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY
 REQUIREMENTS FOR RECORDING.
 DATE January 9, 2020
 REVIEW OFFICER Greg D. Beck





- LEGEND**
- LINES NOT SURVEYED
 - FOUND PROPERTY CORNER
 - R/W..... RIGHT OF WAY
 - SET IRON ROD
 - RBR..... REBAR
 - △..... CALCULATED POINT
 - GDUE..... GENERAL DRAINAGE & UTILITY EASEMENT
 - SDE..... STORM DRAINAGE EASEMENT

EASEMENT LINE TABLE

LINE	LENGTH	BEARING
L100	175.50	S77°30'17"W
L101	177.93	N77°30'17"E
L102	152.33	N32°30'17"E
L103	138.16	S32°30'17"W
L104	657.11	N77°24'50"E
L105	669.51	S77°24'50"W
L106	30.00	N12°35'10"W
L107	8.00	N12°29'43"W
L108	40.00	N12°29'43"W
L109	114.56	N64°58'16"E
L110	121.99	S32°24'48"W

REVIEW OFFICERS CERTIFICATE:
 STATE OF NORTH CAROLINA,
 COUNTY OF CABARRUS,
 I, Greg Beck, REVIEW OFFICER OF
 CABARRUS COUNTY, CERTIFY THAT THE MAP OR PLAT TO
 WHICH THIS CERTIFICATION IS AFFIXED MEETS ALL STATUTORY
 REQUIREMENTS FOR RECORDING.
 DATE January 9, 2020
 REVIEW OFFICER Greg Beck

EASEMENT CURVE TABLE

CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C100	170.16	220.00	N68°21'44"W	165.95
C101	215.94	250.00	N70°18'38"W	209.29

CURVE TABLE

CURVE	LENGTH	RADIUS	DIRECTION	CHORD
C1	53.41	30.00	S59°13'17"E	46.63
C3	79.54	278.33	S06°23'04"W	79.26
C4	51.20	200.00	S02°07'51"W	51.06
C5	60.20	200.00	S29°05'21"W	59.98
C6	268.73	262.97	S48°16'37"W	257.19
C7	31.96	25.00	N17°41'46"E	29.83
C8	46.33	30.00	S58°15'12"E	41.86
C9	66.32	200.00	S47°12'43"W	66.01
C10	58.57	200.00	S65°06'04"W	58.36
C11	14.01	200.00	S75°29'52"W	14.01
C12	15.75	137.00	N73°50'16"E	15.74
C13	14.84	137.00	S74°24'02"W	14.84
C14	23.03	255.00	N74°55'02"E	23.02
C15	46.95	255.00	N67°03'20"E	46.88
C16	48.22	255.00	N56°21'50"E	48.15
C17	48.22	255.00	N45°31'48"E	48.15
C18	48.22	255.00	N34°41'45"E	48.15
C19	48.22	255.00	N23°51'42"E	48.15
C20	48.22	255.00	N13°01'39"E	48.15
C21	44.95	255.00	N02°33'38"E	44.89
C22	44.53	255.00	N07°29'33"W	44.47
C23	15.01	205.00	N10°23'50"W	15.01
C24	58.56	205.00	N00°06'59"W	58.36
C25	179.13	205.00	N33°05'58"E	173.49
C26	69.31	205.00	N67°49'07"E	68.98
C27	61.71	55.00	N16°36'34"E	58.52
C28	50.44	945.19	N71°40'37"E	50.44
C29	348.98	970.00	N80°27'17"E	347.10
C30	289.61	945.19	N81°59'01"E	288.48
C31	154.38	5620.19	S88°27'06"E	154.38
C32	134.16	5645.00	S88°33'28"E	134.15

LINE TABLE

LINE	LENGTH	BEARING
L1	23.89	N77°27'16"E
L2	3.43	N70°26'47"E
L3	22.36	N70°26'47"E
L4	20.00	N77°30'17"E
L5	34.00	N77°30'17"E
L6	19.69	S12°29'43"E
L7	32.41	N37°49'42"W
L8	17.52	N37°49'42"W
L9	33.29	N23°28'47"W
L10	30.17	N10°26'45"E
L11	32.56	N26°39'40"E
L12	44.60	S84°53'55"E
L13	54.83	N82°26'37"E
L14	35.10	N48°04'52"E
L15	34.86	N19°28'56"E
L16	33.85	N13°24'49"E
L17	38.25	N33°03'50"W
L18	32.15	N04°14'03"W
L19	33.07	N16°31'16"W
L20	37.34	N34°36'03"W
L21	36.75	N34°36'10"W
L22	32.98	N22°13'22"W
L23	35.90	N35°07'20"W
L24	30.54	N04°47'27"W
L25	35.14	N34°31'00"W
L26	30.73	N02°47'52"E
L27	38.33	N32°15'38"E
L28	35.60	N25°50'51"E
L29	33.76	N33°11'55"W
L30	34.72	N38°26'12"W
L31	37.16	N44°56'59"W
L32	43.20	N55°26'57"W
L33	36.78	N46°19'39"W
L34	28.31	N11°33'43"W
L35	30.22	N10°41'03"E
L36	15.00	N77°09'22"E
L37	24.94	S12°17'53"E

I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF
 CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE COURTYARDS
 AT POPLAR TENT SUBDIVISION WAS APPROVED BY THE CONCORD
 PLANNING COMMISSION ADMINISTRATOR ON Jan 9, 2020
1/9/20 DATE Kim Ashley 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 BY RESOLUTION AT A MEETING OF THE
 CITY COUNCIL HELD ON Sept 18, 2019.

1-09-20 Kim J. Deason
 DATE CITY CLERK

CERTIFICATE OF FEE PAYMENT.
 I HEREBY CERTIFY THAT ALL FEES FOR THE THE COURTYARDS ON POPLAR
 TENT SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT
 APPLICABLE.
Jan Hense 1/9/20
 FINANCE DIRECTOR DATE

CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS
 CITY OF CONCORD NAME
 THE COURT YARDS ON POPLAR TENT
 TREETOP WAY NW & POPLAR VIEW DRIVE NW

SUBDIVIDER
 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:

Robert A. Olson
 REGISTERED PROFESSIONAL ENGINEER
043764 REGISTRATION NO. 01/06/20 DATE

NORTH CAROLINA
 CABARRUS COUNTY
 I, Pamela J. Ridge, A NOTARY PUBLIC FOR SAID
 COUNTY AND STATE DO HEREBY CERTIFY THAT P. Huhns Coleman
 PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED
 THE DUE EXECUTION OF THE FOREGOING INSTRUMENT. I TAB WITNESS MY
 HAND AND OFFICIAL SEAL, THIS THE 6 DAY OF Jan, 2020

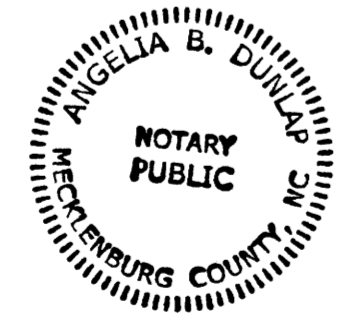
MY COMMISSION EXPIRES: 12/09/20
Pamela J. Ridge NOTARY PUBLIC

CERTIFICATE OF STREETS, WATER, SEWER AND STORM DRAINAGE
 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.

1/9/2020 M. Sue Hyde
 DATE DIRECTOR OF ENGINEERING

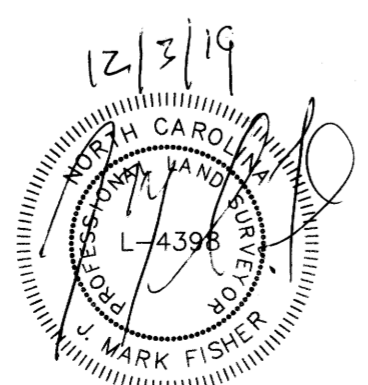
FILED Jan 09, 2020 04:18 pm FILED
 BOOK 00082 CABARRUS
 PAGE 0102 THRU 0102 COUNTY NC
 INSTRUMENT # 00831 WAYNE NIXON
 EXCISE TAX \$0.00 REGISTER
 OF DEEDS

- NOTES**
- OWNER OF RECORD: POPLAR TENT DEVELOPMENT, LLC,
 1151 BISCAYNE DRIVE, CONCORD, NC 28207
 - APPARENT SOURCE OF TITLE: DB 13027 PG 291 MB
 78 PG 31.
 - TAX PARCEL: 4680584907
 - CURRENT ZONING: CD-RV
 - PAVEMENT WIDTHS:
 BOC TO BOC - 26' FOR 50' R/W
 ASPHALT - 22' FOR 50' R/W (26' FOR 60' R/W)
 CUL-DE-SAC - 36' RADIUS TO EOP
 - SITE TRIANGLES AT ALL INTERSECTIONS,
 MEASUREMENTS AS SHOWN.
 - ADJOINING LAND IS RESIDENTIAL.
 - 7' GENERAL DRAINAGE & UTILITY EASEMENT (GDUE)
 OFFSET PARALLEL FROM ALL PUBLIC R/W WITHIN
 SUBDIVISION AS SHOWN ON MAP.
 - MAINTENANCE OF SIDEWALKS AND COMMON AREAS IS THE
 RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION.
 - SEWER AND STORM EASEMENTS CENTERED ON UTILITY LINES
 AS INSTALLED. EASEMENTS NOT CENTERED ON PROPERTY LINES
 SHOWN ON DETAIL HEREON.
 - TOTAL AREA PLATTED - 14,747 ACRES, 642,394 SQUARE
 FEET
 (27 TOTAL LOTS AND 3 COS PARCELS)
 AREA IN PUBLIC R/W 1,816 ACRES, 79,129 SQUARE FEET
 AREA IN COS 6,435 ACRES, 280,325 SQUARE FEET
 AREA IN LOTS 5,851 ACRES, 254,910 SQUARE FEET
 - THE SDE (STORM DRAINAGE EASEMENTS) SHOWN HEREON
 ARE TO BE DEDICATED AS PRIVATE STORM DRAINAGE
 EASEMENTS. ALL PRIVATE SDE'S WILL BE MAINTAINED BY THE
 HOME OWNER'S ASSOCIATION.
 - NO PORTION OF THIS PROPERTY IS AFFECTED BY THE 1%
 (100 YEAR) FLOOD PLAIN. SURVEY FOR DESIGN OF THE
 PROJECT FIELD RUN THE ELEVATION AS SHOWN.



STATE OF NORTH CAROLINA,
 COUNTY OF Meck.
 I, Angelia B. Dunlap A NOTARY PUBLIC FOR SAID
 COUNTY AND STATE, DO HEREBY CERTIFY THAT
Robert Kardos PERSONALLY
 APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE DUE
 EXECUTION OF THE FOREGOING INSTRUMENT.

WITNESS MY HAND AND OFFICIAL SEAL
Angelia B. Dunlap
 DATE



CERTIFICATE OF OWNERSHIP AND DEDICATION
 I (WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) 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 SETBACK LINES, AND
 DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS
 STREETS, SIDEWALKS, GREENWAYS, RIGHTS-OF-WAY, EASEMENTS,
 OPEN SPACE AND/OR PARKS 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.

12/2/19 Kim J. Deason
 DATE OWNER/DEVELOPER
 DATE OWNER/DEVELOPER

- SETBACK TABLE PHASE 1 MAP 1**
- FRONT = 20'
 - SIDE = 7'
 - REAR = 5'
- 15' EXTERIOR PROPERTY LINE LANDSCAPE
 BUFFER
- STREET LENGTHS PHASE 1 MAP 1**
- POPLAR VIEW DRIVE NW - 875.6 LINEAR FEET
 - TREETOP WAY NW - 582.1 LINEAR FEET

VERITAS
 LAND SERVICES
 3556-A CENTRE CIRCLE DRIVE
 FORT MILL, SC 29715
 OFFICE: 704-506-0554
 NC FIRM C-3126

PROJECT:
 RECORD PLAT PHASE I MAP I
 THE COURTYARDS ON POPLAR TENT
 9000 POPLAR TENT ROAD
 TOWNSHIP NO. 2
 CONCORD, NC 28207

CLIENT:
 EPCON POPLAR TENT, LLC
 1151 BISCAYNE DRIVE
 CONCORD, NC 28207

ORIG.PROJ.DATE: 04-04-2019
 SCALE: 1" = 100'
 DRAWN BY: JS
 CHECKED BY: JMF

PROJECT NO:
4086-19
 SHEET
2 of 2

I, W. ANDREW EADES PLS. L-3413, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK AND PAGE AS SHOWN); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION FOUND IN BOOK AND PAGE AS SHOWN; 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.

THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND.

WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER, AND SEAL THIS THE 12TH DAY OF OCTOBER A.D., 2020.

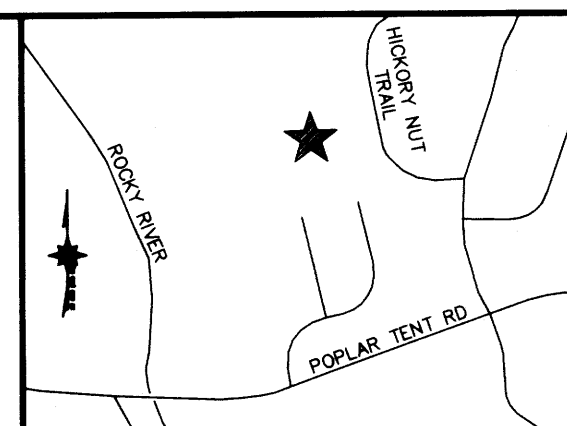
SETBACK TABLE PHASE 2 MAP 1 & 2

FRONT = 20'
SIDE = 7'
REAR = 5'
15' EXTERIOR PROPERTY LINE LANDSCAPE BUFFER
STREET LENGTHS PHASE 2 MAP 1
TREETOP WAY NW = 782.3'
POPULAR VIEW DRIVE NW = 778.2'

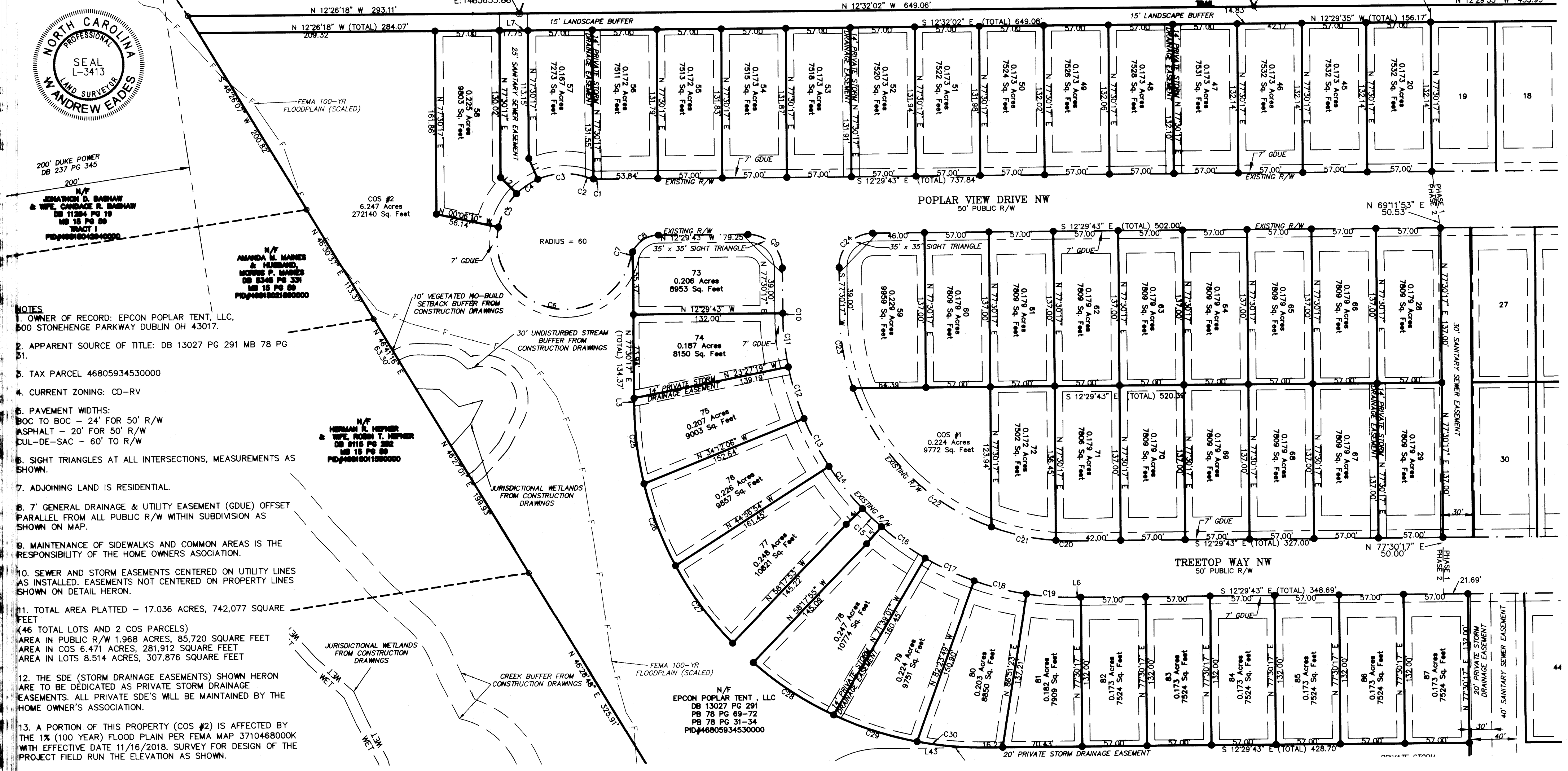
STATE OF NORTH CAROLINA
COUNTY OF CABARRUS

I, Greg Bell, REVIEW OFFICER OF CABARRUS COUNTY, CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THE MAP/PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS THE STATUTORY REQUIREMENTS FOR RECORDING.

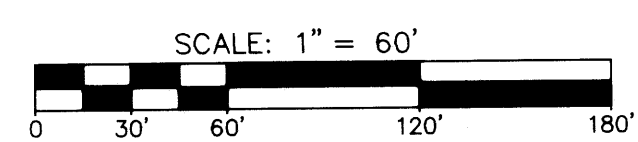
DATE: 12/03/2020



W. Andrew Eades
Professional Land Surveyor



- NOTES: 1. OWNER OF RECORD: EPCON POPLAR TENT, LLC, 500 STONEHENGE PARKWAY DUBLIN OH 43017. 2. APPARENT SOURCE OF TITLE: DB 13027 PG 291 MB 78 PG 31. 3. TAX PARCEL 46805934530000. 4. CURRENT ZONING: CD-RV. 5. PAVEMENT WIDTHS: BOC TO BOC - 24' FOR 50' R/W, ASPHALT - 20' FOR 50' R/W, CUL-DE-SAC - 60' TO R/W. 6. SIGHT TRIANGLES AT ALL INTERSECTIONS, MEASUREMENTS AS SHOWN. 7. ADJOINING LAND IS RESIDENTIAL. 8. 7' GENERAL DRAINAGE & UTILITY EASEMENT (GDUE) OFFSET PARALLEL FROM ALL PUBLIC R/W WITHIN SUBDIVISION AS SHOWN ON MAP. 9. MAINTENANCE OF SIDEWALKS AND COMMON AREAS IS THE RESPONSIBILITY OF THE HOME OWNERS ASSOCIATION. 10. SEWER AND STORM EASEMENTS CENTERED ON UTILITY LINES AS INSTALLED. EASEMENTS NOT CENTERED ON PROPERTY LINES SHOWN ON DETAIL HERON. 11. TOTAL AREA PLATTED - 17.036 ACRES, 742,077 SQUARE FEET (46 TOTAL LOTS AND 2 COS PARCELS) AREA IN PUBLIC R/W 1.968 ACRES, 85,720 SQUARE FEET AREA IN COS 6.471 ACRES, 281,912 SQUARE FEET AREA IN LOTS 8.514 ACRES, 307,876 SQUARE FEET. 12. THE SDE (STORM DRAINAGE EASEMENTS) SHOWN HERON ARE TO BE DEDICATED AS PRIVATE STORM DRAINAGE EASEMENTS. ALL PRIVATE SDE'S WILL BE MAINTAINED BY THE HOME OWNER'S ASSOCIATION. 13. A PORTION OF THIS PROPERTY (COS #2) IS AFFECTED BY THE 1% (100 YEAR) FLOOD PLAIN PER FEMA MAP 3710468000K WITH EFFECTIVE DATE 11/16/2018. SURVEY FOR DESIGN OF THE PROJECT FIELD RUN THE ELEVATION AS SHOWN.



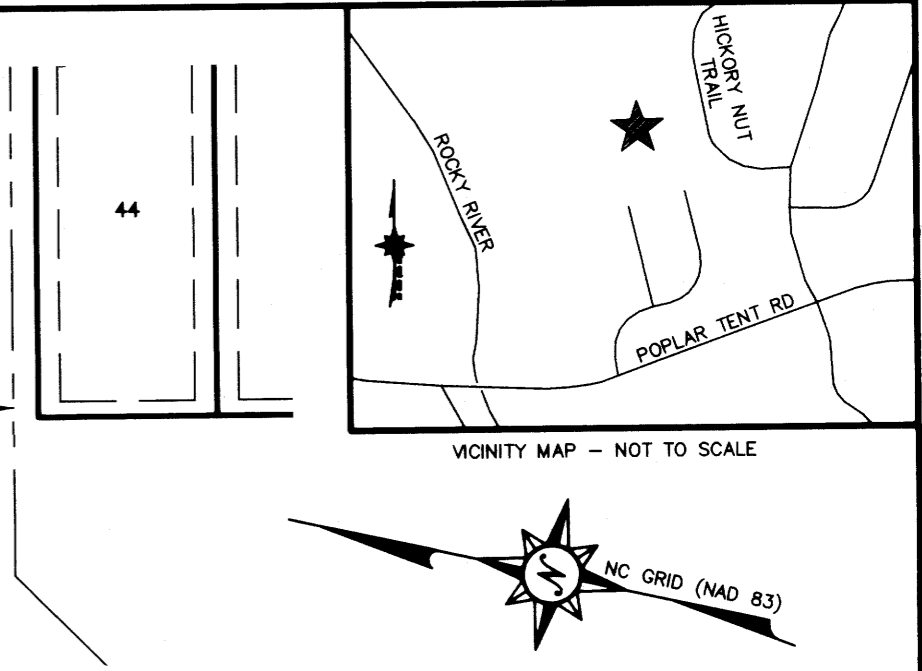
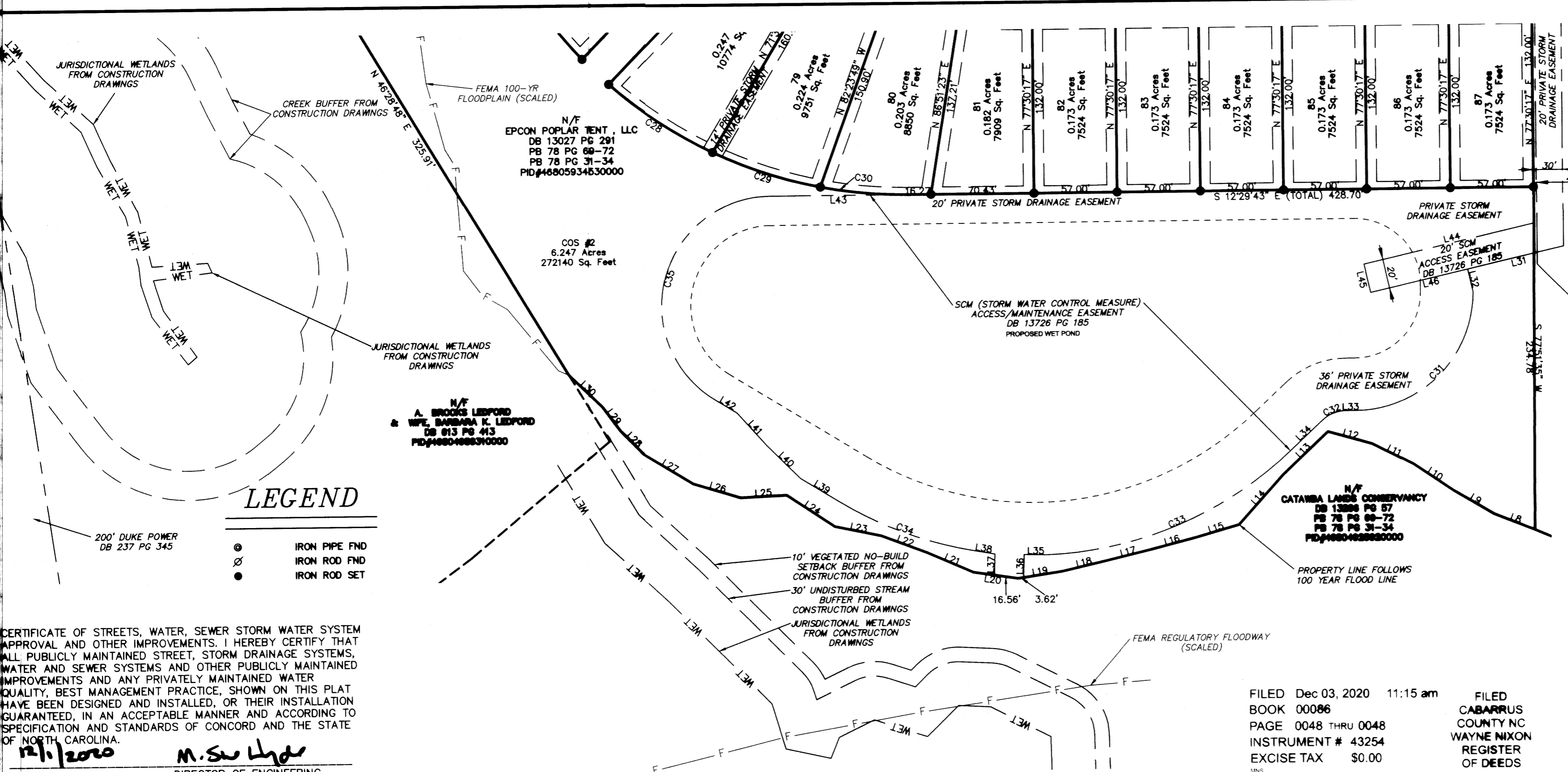
FILED Dec 03, 2020 11:15 am
BOOK 00086
PAGE 0047 THRU 0047
INSTRUMENT # 43253
EXCISE TAX \$0.00

FILED
CABARRUS
COUNTY NC
WAYNE NIXON
REGISTER
OF DEEDS

MFKIM & CREED
8020 TOWER POINT DRIVE
CHARLOTTE, NORTH CAROLINA 28227
TELEPHONE: (704) 841-2588
FAX: (704) 841-2567
NORTH CAROLINA FIRM LICENSE NUMBER: F-1222

COURTYARDS AT POPLAR TENT PHASE 2
FOR
EPCON POPLAR TENT, LLC
PHASE 2 PLAT
EPCON POPLAR TENT, LLC
CABARRUS COUNTY, NC TOWNSHIP 2
10/12/20

JOB NUMBER: 07772-0007
SCALE: 1" = 60'
CAD NUMBER: POPLAR TENT PHASE 2
PLS: WAE
PARTY CHIEF: N/A
CAD TECH: ACG
FIELD BOOK/PAGE: N/A
DRAWING NUMBER: POPLAR TENT PHASE 2
SHEET 1 OF 2



LEGEND

- IRON PIPE FND
- IRON ROD FND
- IRON ROD SET

CERTIFICATE OF STREETS, WATER, SEWER STORM WATER SYSTEM APPROVAL AND OTHER IMPROVEMENTS. I HEREBY CERTIFY THAT ALL PUBLICLY MAINTAINED STREET, 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.

12/1/2020 M. S. Hyde
 DATE DIRECTOR OF ENGINEERING

CERTIFICATE OF OWNERSHIP AND DEDICATION

(WE) HEREBY CERTIFY THAT I AM (WE ARE) THE OWNER(S) 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 SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHT-OF-WAY, EASEMENT, OPEN SPACE AND/OR PARKS 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 OF FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS.

10/13/20 [Signature]
 DATE OWNER/DEVELOPER

12/2/20 [Signature]
 DATE OWNER/DEVELOPER

STATE OF NORTH CAROLINA, COUNTY OF Mecklenburg

I, Angelia B. Dunlap a NOTARY PUBLIC FOR SAID COUNTY AND STATE, DO HEREBY CERTIFY THAT

I, Greg Bell REVIEW OFFICER OF COUNTY, CERTIFY TO THE BEST OF MY KNOWLEDGE AND BELIEF THE MAP/PLAT TO WHICH THIS CERTIFICATION IS AFFIXED MEETS THE STATUTORY REQUIREMENTS FOR RECORDING.

WITNESS MY HAND AND OFFICIAL SEAL

12/2/20 Angelia B. Dunlap
 DATE NOTARY PUBLIC

IMPERVIOUS AREA:

TREETOP WAY NW: 18983.3 SQ. FT. (TOTAL)

- ROAD PAVEMENT: -15832.0 SQ. FT.
- CURB AND GUTTER: -3151.3 SQ. FT.

POPLAR VIEW DRIVE NW: 23449.6 SQ. FT. (TOTAL)

- ROAD PAVEMENT: -20213.7 SQ. FT.
- CURB AND GUTTER: -3235.9 SQ. FT.

DRIVEWAYS: 27251.6 SQ. FT.

SIDEWALKS: 16125.2 SQ. FT.

BUILDINGS: 125238.0 SQ. FT.

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	3.16'	25.00'	7°15'13"	S 08°52'07" E	3.16'
C2	5.45'	25.00'	12°29'47"	N 01°00'23" E	5.44'
C3	44.91'	60.00'	42°53'09"	S 14°11'18" E	43.87'
C4	22.75'	60.00'	21°43'40"	S 46°29'42" E	22.62'
C5	34.29'	60.00'	32°44'38"	S 73°43'51" E	33.82'
C6	187.22'	60.00'	178°47'01"	N 00°30'20" E	119.99'
C7	4.76'	25.00'	10°54'03"	N 83°26'09" W	4.75'
C8	28.58'	25.00'	65°29'24"	N 45°14'25" W	27.05'
C9	47.12'	30.00'	90°00'00"	N 32°30'17" E	42.43'
C10	1.00'	255.00'	0°13'29"	N 77°23'32" E	1.00'
C11	47.78'	255.00'	10°44'07"	N 71°54'45" E	47.71'
C12	47.83'	255.00'	10°44'48"	N 61°10'17" E	47.76'
C13	47.83'	255.00'	10°44'48"	N 50°25'30" E	47.76'
C14	47.83'	255.00'	10°44'48"	N 39°40'42" E	47.76'
C15	23.18'	255.00'	5°12'31"	S 31°42'02" W	23.17'
C16	47.83'	255.00'	10°44'48"	N 23°43'23" E	47.76'
C17	47.83'	255.00'	10°44'48"	N 12°58'35" E	47.76'
C18	47.83'	255.00'	10°44'48"	S 02°13'47" W	47.76'
C19	41.62'	255.00'	9°21'06"	S 07°49'10" E	41.57'
C20	15.01'	205.00'	4°11'46"	N 10°23'50" W	15.01'
C21	58.56'	205.00'	16°21'57"	N 00°06'59" W	58.36'
C22	179.13'	205.00'	50°03'56"	N 33°05'58" E	173.49'
C23	69.31'	205.00'	19°22'21"	N 67°49'07" E	68.98'
C24	47.12'	30.00'	90°00'00"	S 57°29'43" E	42.43'
C25	71.41'	307.00'	13°19'37"	N 70°50'28" E	71.25'
C26	77.88'	307.00'	14°32'03"	N 56°54'38" E	77.67'
C27	85.23'	307.00'	15°54'22"	N 41°41'26" E	84.95'
C28	85.16'	307.00'	15°53'33"	N 21°07'31" E	84.88'
C29	77.71'	307.00'	14°30'10"	N 05°55'40" E	77.50'
C30	59.86'	307.00'	11°10'18"	N 06°54'34" W	59.76'
C31	126.65'	81.00'	89°35'09"	N 57°17'18" W	114.14'
C32	18.05'	24.00'	43°05'48"	N 34°02'37" W	17.63'
C33	184.90'	256.00'	41°23'01"	N 34°54'01" W	180.91'
C34	96.43'	256.00'	21°34'52"	N 08°15'02" E	95.86'
C35	194.34'	75.00'	148°27'49"	S 86°43'37" E	144.36'

LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
L1	N 54°22'08" E	20.00'	L24	N 21°14'53" E	39.41'
L2	N 32°38'28" E	20.00'	L25	N 15°04'36" W	31.67'
L3	S 77°30'17" W	5.06'	L26	N 04°27'30" E	33.85'
L4	N 55°41'42" W	20.00'	L27	N 18°45'10" E	39.33'
L5	N 60°54'13" W	20.00'	L28	N 33°16'50" E	22.97'
L6	S 12°29'43" E	6.69'	L29	N 41°06'46" E	20.14'
L7	S 12°32'02" E	7.25'	L30	N 31°45'30" E	31.71'
L8	N 09°07'14" E	29.94'	L31	N 25°22'54" W	67.55'
L9	N 18°22'31" E	32.24'	L32	S 64°37'06" W	16.00'
L10	N 21°41'52" E	33.34'	L33	N 12°29'43" W	66.64'
L11	N 14°18'35" E	31.04'	L34	N 55°35'31" W	29.96'
L12	N 03°26'07" E	31.38'	L35	N 11°34'02" W	16.00'
L13	N 55°40'58" W	42.34'	L36	S 79°14'52" W	15.76'
L14	N 60°20'38" W	45.80'	L37	N 79°14'52" E	14.52'
L15	N 28°17'08" W	31.41'	L38	N 02°30'11" W	16.17'
L16	N 26°44'35" W	31.39'	L39	N 19°02'28" E	31.73'
L17	N 25°42'04" W	30.97'	L40	N 32°24'06" E	31.57'
L18	N 25°17'14" W	31.25'	L41	N 35°32'56" E	30.64'
L19	N 21°07'39" W	30.57'	L42	N 19°02'28" E	17.83'
L20	N 03°56'28" W	31.21'	L43	N 12°29'43" E	94.16'
L21	N 11°10'22" E	34.07'	L44	N 25°22'54" W	119.61'
L22	N 08°17'13" E	33.73'	L45	S 64°37'06" W	20.00'
L23	N 00°31'23" W	32.32'	L46	S 25°22'54" E	68.00'



CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS CITY OF CONCORD NAME

THE COURT YARDS ON POPLAR TENT

POPLAR VIEW DRIVE NW & TREETOP WAY NW

SUBDIVIDER

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. 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

043764 11/16/20
 REGISTRATION NO. DATE

NORTH CAROLINA CABARRUS COUNTY, MECKLENBURG COUNTY

I, Pamela J. Ridge, A NOTARY PUBLIC FOR SAID COUNTY AND STATE DO HEREBY CERTIFY THAT R. Anna Cannon PERSONALLY APPEARED BEFORE THIS DAY AND ACKNOWLEDGED THE DUE EXECUTION OF FOREGOING INSTRUMENT TAB WITNESS MY HAND AND OFFICIAL SEAL, THIS THE 16 DAY OF November, 2020.

MY COMMISSION EXPIRES: 12/09/20

[Signature]
 NOTARY PUBLIC

I HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE COURTYARDS AT POPLAR TENT SUBDIVISION WAS APPROVED BY THE ADMINISTRATOR ON

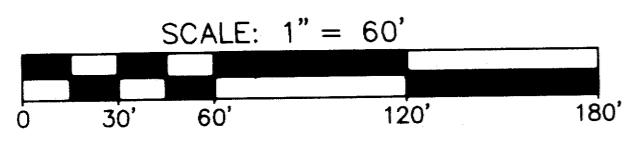
11/19/20 [Signature]
 DATE DEVELOPMENT SERVICES DIRECTOR

CERTIFICATE OF ACCEPTANCE OF OFFER OF DEDICATION. I HEREBY CERTIFY THAT THE CITY COUNCIL ACCEPTED THE OFFERS OF DEDICATION SHOWN ON THIS PLAT BY RESOLUTION AT A MEETING OF THE CITY COUNCIL HELD ON Aug 13, 2020

12/2/2020 [Signature]
 DATE CITY CLERK

CERTIFICATE OF FEE PAYMENT. I HEREBY CERTIFY THAT ALL FEES FOR THE COURTYARDS ON POPLAR TENT SUBDIVISION HAVE BEEN PAID, OR THAT THE FEES ARE NOT APPLICABLE.

12/2/2020 [Signature]
 DATE FINANCE DIRECTOR



MCKIM & CREED

8020 TOWER POINT DRIVE
 CHARLOTTE, NORTH CAROLINA 28227
 TELEPHONE: (704) 841-2588
 FAX: (704) 841-2567
 NORTH CAROLINA FIRM LICENSE NUMBER: F-1222

COURTYARDS AT POPLAR TENT PHASE 2

FOR
EPCON POPLAR TENT, LLC
 PHASE 2 PLAT
EPCON POPLAR TENT, LLC
 CABARRUS COUNTY, NC TOWNSHIP 2
 10/12/20

JOB NUMBER: 07772-0007

SCALE: 1" = 60'

CAD NUMBER: POPLAR TENT PHASE 2

PLS: WAE

PARTY CHIEF: N/A

CAD TECH: ACG

FIELD BOOK/PAGE: N/A

DRAWING NUMBER: POPLAR TENT PHASE 2

SHEET 2 OF 2

Excise Tax \$0.00

Recording Time, Book and Page

Tax Lot No. _____ Parcel Identifier No. P/O of 5529-80-4703
Verified by _____ County on the _____ day of _____,
by _____

Mail after recording to Grantee _____

This instrument was prepared by Richard M. Koch

Brief description for the Index

6.372 acres adj. to W. W. Flowe Park

NORTH CAROLINA SPECIAL WARRANTY DEED

THIS DEED made this _____ day of October, 2022, by and between

GRANTOR

GRANTEE

CABARRUS COUNTY

CITY OF CONCORD
PO Box 308
Concord, NC 28026-0308

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

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

WITNESSETH, that the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all that

certain lot or parcel of land situated in the City of Concord, No. 11 Township, Cabarrus County, North Carolina and more particularly described as follows:

See attached Exhibit A for the description of the 6.372-acre parcel being conveyed. See attached Exhibit B for the description of the 10-foot greenway easement being conveyed to Grantee from the remaining part of this parcel. Grantee has agreed to construct a sidewalk on the Exhibit A property and within the easement on the Exhibit B property along Central Cabarrus High School Drive in order to accommodate pedestrian traffic between the High School and W. W. Flowe Park.

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

And the Grantor covenants with the Grantee, that Grantor has done nothing to impair such title as Grantor received, and Grantor will warrant and defend the title against the lawful claims of all persons claiming by, under or through Grantor, except for the exceptions hereinwith stated.

Title to the property hereinabove described is subject to the following exceptions:

- 1. All restrictions, right of way and easements of record

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

The property hereinabove described was acquired by Grantor by instrument recorded in Deed Book 4011, Page 132.

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

CABARRUS COUNTY (Corporate Name) By: Michael K. Downs County Manager ATTEST: Secretary (Corporate Seal) USE BLUE INK ONLY (SEAL) (SEAL) (SEAL) (SEAL)

SEAL-STAMP NORTH CAROLINA, _____ County. I, a Notary Public of the County and State aforesaid, certify that _____ Grantor, personally appeared before me this day and acknowledged the execution of the foregoing instrument. Witness my hand and official stamp or seal, this _____ day of _____, _____ My commission expires: _____ Notary Public

SEAL-STAMP NORTH CAROLINA, Cabarrus County. I, a Notary Public of the County and State aforesaid, certify that Lauren Linker personally came before me this day and acknowledged that she is Clerk to the Board of Cabarrus County, and that by authority duly given and as the act of the County, the foregoing instrument was signed in its name by its County Manager sealed with its corporate seal and attested by her as its Clerk to the Board. Witness my hand and official stamp or seal, this _____ day of _____, 2022. My commission expires: _____ Notary Public

The foregoing Certificate(s) of _____

is/are certified to be correct. This instrument and this certificate are duly registered at the date and time and in the Book and Page shown on the first page hereof.

REGISTER OF DEEDS FOR _____ COUNTY By _____ Deputy/Assistant – Register of Deeds

CABARRUS COUNTY



BOARD OF COMMISSIONERS REGULAR MEETING

October 17, 2022
6:30 PM

AGENDA CATEGORY:

New Business

SUBJECT:

County Manager - Transfer of property to the City of Concord for WW Flowe Park

BRIEF SUMMARY:

The City of Concord has approached Cabarrus County and the Cabarrus County Board of Education regarding obtaining 6.372 acres of property from Cabarrus County to expand W.W. Flowe Park. The property is currently part of Central Cabarrus High School's campus. A portion of the property requested is in the floodplain and not likely to be needed by the school. The city plans to use part of that property to construct needed cross country trails that would be available for the school's cross country team. The trail would also provide a path for students to safely walk to school through the park. WW Flowe Park was transferred to the City of Concord for \$1 in 2007. The City of Concord will be responsible for any necessary surveying, recordation costs or any other associated costs with the transfer.

REQUESTED ACTION:

Motion to transfer the 6.372 acre tract to the City of Concord for \$1 and authorize the county manager and county attorney to execute the transaction.

EXPECTED LENGTH OF PRESENTATION:

10 Minutes

SUBMITTED BY:

Kelly Sifford, AICP
Assistant County Manager

BUDGET AMENDMENT REQUIRED:

No

COUNTY MANAGER'S RECOMMENDATIONS/COMMENTS:

ATTACHMENTS:

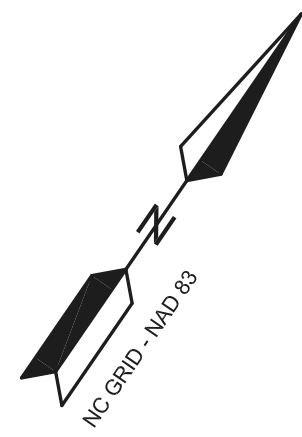
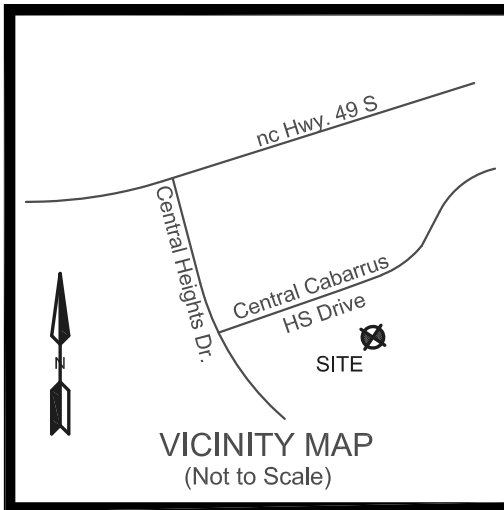
- ▣ Survey
- ▣ Map

6.372 AC

Beginning at a 5/8" rebar, said rebar being located on the southeastern right-of-way of Central Cabarrus High School Drive NW (60' Public R/W), said iron also being a common corner with now or formerly the City of Concord (Deed Bk. 15064, Pg. 194), said iron also being located S 55°53'41" E 3236.01 feet from NC GRID Monument "Jackson", said Monument having NC Grid Coordinates of N 591218.66 and E 1524060.57, thence from said beginning iron and with the southeastern right-of-way of Central Cabarrus High School Drive NW (60' Public R/W) the following ten (10) calls: (1) N 43°24'04" E 105.83 feet to a point; (2) with a curve to the left, having a radius of 1056.73 feet, an arc of 139.60 feet and a chord bearing and distance of N 39°36'59" E 139.50 feet to a point; (3) with a curve to the left, having a radius of 335.85 feet, an arc of 68.46 feet and a chord bearing and distance of N 29°59'33" E 68.34 feet to a point; (4) N 24°09'12" E 122.86 feet to a point; (5) with a curve to the right, having a radius of 1239.90 feet, an arc of 122.50 feet and a chord bearing and distance of N 25°53'43" E 122.45 feet to a point; (6) with a curve to the right, having a radius of 353.33 feet, an arc of 50.95 feet and a chord bearing and distance of N 32°51'24" E 50.91 feet to a point; (7) N 36°59'15" E 55.31 feet to a point; (8) with a curve to the right, having a radius of 1050.25, an arc of 33.55 feet and a chord bearing and distance of N 39°29'28" E 33.55 feet to a point; (9) N 40°24'22" E 142.68 feet to a point; (10) with a curve to the left, having a radius of 442.28 feet, an arc of 26.39 feet and a chord bearing and distance of N 39°21'32" E 26.39 feet to a set 1/2" rebar, said rebar being located N 65°45'21" E 102.45 feet from a 1/2" rebar, said rebar also being a common corner with now or formerly Cabarrus County (Deed Bk. 4011, Pg. 132); thence through the property of now or formerly Cabarrus County the following three (3) calls: (1) S 75°03'16" E 221.43 feet to a set 1/2" rebar; (2) S 54°37'28" E 227.95 feet to a set 1/2' rebar; (3) S 47°04'04" E 182.14 feet to a 1/2" rebar, said rebar being a common corner with now or formerly the City of Concord (Deed Bk. 15064, Pg. 194); thence with the property of now or formerly the City of Concord (Deed Bk. 15064, Pg. 194) the following six (6) calls: (1) N 89°39'56" W 87.57 feet to a 1/2" rod; (2) S 55°06'55" W 220.80 feet to a 1/2" rod; (3) S 77°54'13" W 64.91 feet to a 1/2" rod in the base of a tree; (4) N 62°25'51" W 109.66 feet to a 3/4" rod; (5) S 55°49'47" W 501.55 feet to a set 1/2" rebar; (6) S 82°19'40" W 181.47 feet to the POINT AND PLACE OF BEGINNING and containing 6.372 AC.

10' Greenway Easement

Beginning at a set ½" rebar, said rebar being located on the southeastern right-of-way of Central Cabarrus High School Drive NW (60' Public R/W), thence with the southeastern right-of-way of Central Cabarrus High School Drive NW (60' Public R/W) the following two (2) calls: (1) with a curve to the left, having a radius of 442.28 feet, an arc of 63.94 feet and a chord bearing and distance of N 33°30'29" E 63.88 feet to a point; (2) with a curve to the left, having a radius of 218.70 feet, an arc of 133.32 feet and a chord bearing and distance of N 10°15'13" E 131.26 feet to a point; thence through the property of now or formerly Cabarrus County (Deed Bk. 4011, Pg. 132) the following four (4) calls: (1) N 74°18'36" E 10.11 feet to a point; (2) with a curve to the right, having a radius of 228.70 feet, an arc of 141.05 feet and a chord bearing and distance of S 10°05'06" W 138.82 feet to a point; (3) with a curve to the right, having a radius of 452.28 feet, an arc of 61.35 feet and a chord bearing and distance of S 33°14'04" W 61.30 feet to a point; (4) N 75°03'16" W 10.82 feet to the POINT AND PLACE OF BEGINNING and containing 0.046 AC.



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

Curve	Radius	Arc	Chord	Chord Bearing
C1	1056.73'	139.60'	139.50'	N 39°36'59" E
C2	335.85'	68.46'	68.34'	N 29°59'33" E
C3	1239.90'	122.50'	122.45'	N 25°53'43" E
C4	353.33'	50.95'	50.91'	N 32°51'24" E
C5	1050.25'	33.55'	33.55'	N 39°29'28" E
C6	218.70'	133.32'	131.26'	N 10°15'13" E
C7	228.70'	141.05'	138.82'	S 10°05'06" W
C8	452.28'	61.35'	61.30'	S 33°14'04" W
C9	238.70'	148.70'	146.31'	S 09°56'23" W
C10	462.28'	58.78'	58.74'	S 32°58'25" W
C11	442.28'	26.39'	26.39'	N 39°21'32" E
C12	442.28'	63.94'	63.88'	N 33°30'29" E

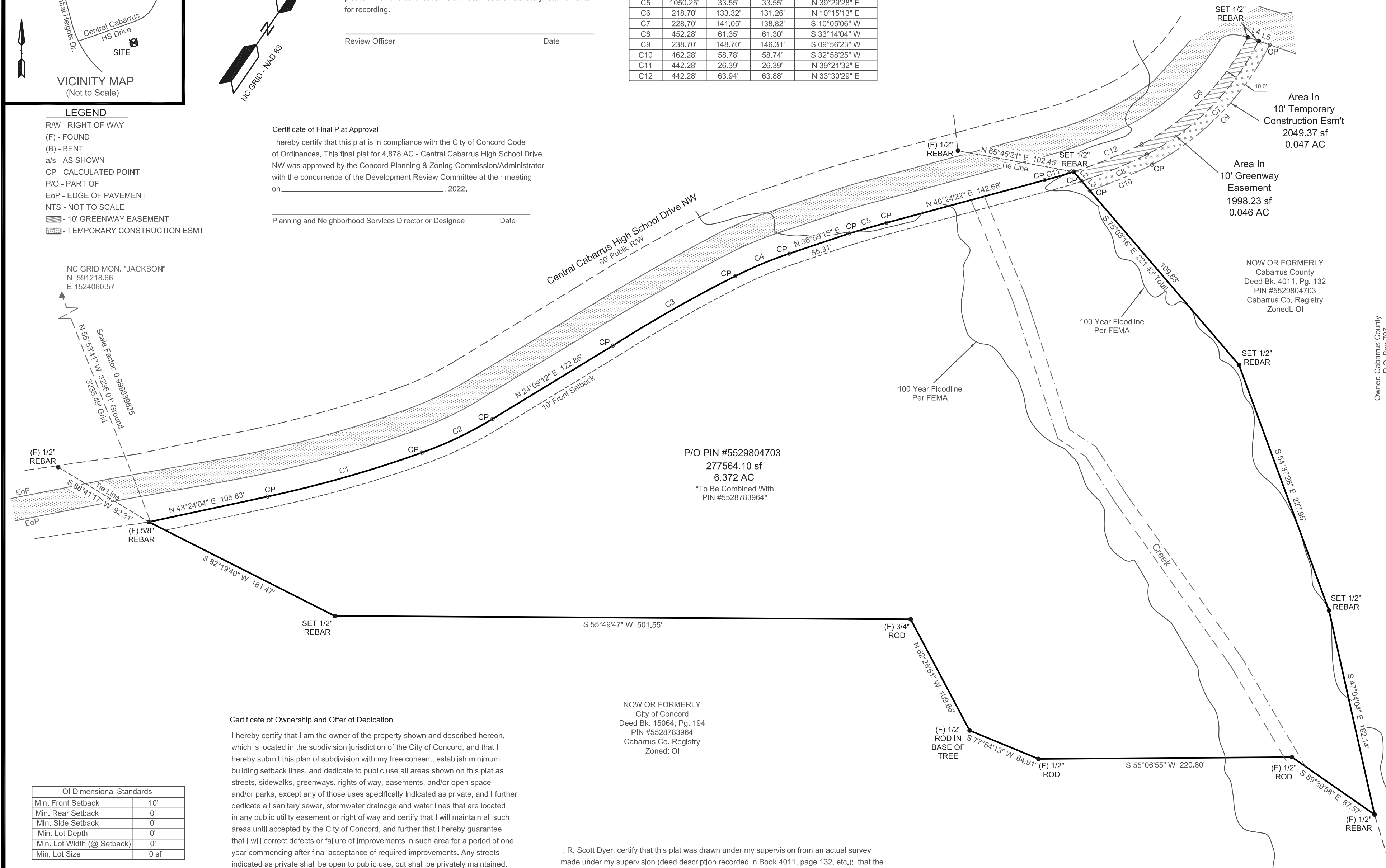
Line	Bearing	Distance
L2	S 75°03'16" E	10.82'
L3	S 75°03'16" E	10.78'
L4	N 74°18'36" E	10.11'
L5	N 74°43'26" E	10.09'

LEGEND
 R/W - RIGHT OF WAY
 (F) - FOUND
 (B) - BENT
 a/s - AS SHOWN
 CP - CALCULATED POINT
 P/O - PART OF
 EoP - EDGE OF PAVEMENT
 NTS - NOT TO SCALE
 - 10' GREENWAY EASEMENT
 - TEMPORARY CONSTRUCTION ESMT

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 4,878 AC - Central Cabarrus High School Drive NW was approved by the Concord Planning & Zoning Commission/Administrator with the concurrence of the Development Review Committee at their meeting on _____, 2022.
 Planning and Neighborhood Services Director or Designee _____ Date _____

NC GRID MON. "JACKSON"
 N 591218.66
 E 1524060.57

Scale Factor: 0.999999625
 N 55°53'11" W 3236.01' Ground
 S 32°5'49" W 3235.49' Ground



P/O PIN #5529804703
 277564.10 sf
 6.372 AC
 *To Be Combined With
 PIN #5528783964*

NOW OR FORMERLY
 City of Concord
 Deed Bk. 15064, Pg. 194
 PIN #5528783964
 Cabarrus Co. Registry
 Zoned: OI

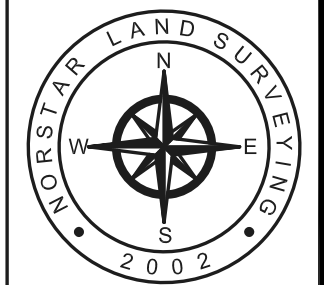
Certificate of Ownership and Offer of Dedication
 I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building 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 area 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.

Owner _____ Date _____
 North Carolina Cabarrus County
 I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.
 Witness my hand and official seal this the _____ day of _____, 2022.
 R. Scott Dyer, Notary Public
 My commission expires 11/01/2026.

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 4011, page 132, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 18th day of May, A.D., 2022.
 I also certify to one or more of the following as indicated:
 A. That this plat is of a survey that creates a subdivision of land within the the area of county or municipality that has an ordinance that regulates parcels of land;
 B. That this plat is of a survey that is located in such portion of a county or municipality that is unregulated as to an ordinance that regulates parcels of land;
 C. That this plat is of an existing parcel(s) of land;
 D. That this plat is of a survey of another category, such as the recombination of existing parcels, a court-ordered survey or other exception to the definition of subdivision;
 E. That the information available to this surveyor is such that I am unable to make a determination to the best of my professional ability as to provisions contained in A through D above.
 R. Scott Dyer, PLS #4444

PRELIMINARY
 Not for Conveyances,
 Sales or Recordation

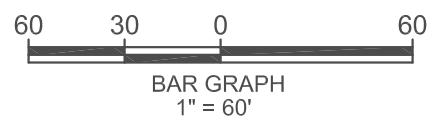
NOTES:
 * Deed Reference - Deed Bk. 4011, Pg. 132 Cabarrus County Dated September 13, 2002 Recorded In Cabarrus Co. Registry
 * Map Reference - W.W. Flowe Property Survey Dated July 28, 1994 Unrecorded Plat Performed by Glenn E. Gamble, PLS
 * Map Reference - Boundary Survey of 4,000 AC Dated September 30, 1996 Unrecorded Plat Performed by Ruby A. Nicholson, PLS
 * 1/2" rebar set at all corners unless otherwise noted.
 * Property subject to recorded and unrecorded rights of way, easements and agreements as may appear.
 * A portion of the subject property is located within a 100 year flood hazard area per Community Flood Panel #3710553900 K, dated November 16, 2018.
 * Total number of lots = 2 (1 Lot before subdivision).
 * Survey control is based on the NC Continuously Operating Reference Stations (CORS) GPS Network, NAD 83 (NSRS 2011).
 * Zoned: OI
 * Part of PIN #5529804703
 * Total acreage = 4,878 AC.



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

Owner: Cabarrus County
 P.O. Box 107
 Concord, NC 28026
 Prepared for: City of Concord Parks & Rec
6.372 AC - Central Cabarrus High School Drive NW
 Cabarrus County, NC
 Township No. 11
RECORD PLAT

DATE	May 18, 2022
SCALE	1" = 60'
NLS NO.	22024
DRAWN BY	S. Kimrey
CHECKED BY	S. Dyer
BY	
REVISION	
DATE	
SHEET	1 OF 1



AN ORDINANCE TO AMEND FY 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Approp	6,608,645	6,608,805	160
	Total			160

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	4,000	4,160	160
	Total			160

Reason: To appropriate Mayor Golf Tournament reserves for a donation to Carolina Bears Youth Organization for football field marker signs. This non-profit organization provides recreational opportunities for youth ages 5-14 in the Concord community.

Adopted this 8th day of September, 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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4353100	Insurance Reimbursement			62,129
	Total			62,129

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4550-5362000	Accident Repairs	0	4,970	4,970
4190-5194000	Contract Services	17,000	74,159	57,159
	Total			62,129

Reason: To appropriate insurance proceeds for insurance repairs and flood damage cleanup and repairs.

Adopted this 10th day of November 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

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
473-4501610	Transfer from Electric	49,590,212	44,210,113	(5,380,099)
6949-5811081	Future Electric Projects	849	0	(849)
6949-5801134	Smart Grid	8,621,500	8,574,496	(47,004)
6949-5801145	Del #6 Sub P Hwy 49/601	4,478,165	4,179,658	(298,507)
6949-5801152	Delvry #4 & 100KV Ph1	14,919,916	16,919,916	2,000,000
6949-5801159	Copperfield Blvd Sub N	5,846,500	2,046,500	(3,800,000)
6949-5801167	100KV Tielins Liles-SubO	1,000,000	0	(1,000,000)
6949-5801170	Del #4/Sub E Interconnec	1,000,000	500,000	(500,000)
6949-5801171	Sub T Concord Pkwy	6,273,757	7,240,018	966,261
6949-5801172	Sub U Cabarrus Arena	1,000,000	0	(1,000,000)
6949-5801173	Sub V Weddington Rd	7,945,500	6,945,500	(1,000,000)
6949-5801174	Electric Operations Cntr	31,268,286	30,568,286	(700,000)

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 10th day of November, 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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
610-4370000	Retained Earnings Appr	5,857,254	477,155	(5,380,099)
Total				(5,380,099)

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7200-5987000	Transfer to Project Fund	1,800,000	0	(1,800,000)
7220-5987000	Transfer to Project Fund	6,945,500	3,365,401	(3,580,099)
Total				(5,380,099)

Reason: To reduce planned transfers to project fund for FY23 to reduce the impact to retained earnings.

Adopted this 10th day of November, 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 2022-2023 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 9th day of June, 2022, adopt a City budget for the fiscal year beginning July 1, 2022 and ending on June 30, 2023, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
Total				
 <u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
7420-5990001	Approp to Ret Earnings	1,451,121	966,317	(484,804)
7420-5550000	Equipment-Capital	20,000	504,804	484,804
Total				0

Reason: To cover the purchase of a Jet Vac truck. The original budget included a planned increase to retained earnings. This purchase will reduce the amount originally anticipated to go to retained earnings.

Adopted this 10th day of November, 2022.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



Quarterly Council Report

UTILITY EXTENSIONS/ADDITIONS PERMITTED

July 1- September 30, 2022

SUMMARY

During the past quarter, the City of Concord Engineering Department's local permitting programs have authorized the expansion of the City of Concord's water distribution system and wastewater collection system to areas that have been recently annexed, developed, or portions of the countywide service area, where infrastructure is lacking, deficient or overloaded.

In summary, the water distribution and wastewater collection expansion projects, as permitted by the City of Concord's delegated permitting program during the quarter of **July 1- September 30, 2022**, are as follows:

WATER- *The City of Concord does not report any water demand system extensions for this quarter.*

The Developer initiated PUBLIC water distribution system extensions permitted by the City of Concord's delegated permitting program consisting of approximately 2,123 linear feet of 12-inch water main, 2,556 linear feet of 8-inch water main, 596 linear feet of 2-inch water main, with valves, hydrants, and other appurtenances to serve 95 3-bedroom single-family residential, 3 retail buildings, 2 mixed-use residential and commercial buildings, and a grocery store, a convenience store and car wash, an industrial subdivision with a construction company, concrete plant, and outdoor storage area, and a 76,975 sq. ft. School Facility, with an average domestic, commercial, and industrial water demand of 134,907 GPD, treated water from the City of Concord's existing potable water distribution system.

SEWER –*The City of Concord does not report any wastewater collection system extensions for this quarter.*

The Developer initiated wastewater collection system extensions permitted by the City of Concord's delegated permitting program consisting of approximately 2,978 linear feet of 12-inch sanitary sewer, 7,138 linear feet of 8-inch sanitary sewer with manholes and other appurtenances to serve 95 3-bedroom single-family residential townhomes, 61 lot single-family residential subdivision and the development within the tributary sewer basin, a convenience store and car wash, 3 retail buildings, 2 mixed-use residential and commercial buildings, and a grocery store, 5 residential units, 24 business shops, 2 automotive tire shops, and 1 take-out restaurant, with a total average domestic, commercial, and industrial wastewater discharge of 73,992 GPD.

*Please reference the following pages for more information concerning the authorized expansion and the associated particulars of each project permitted by the City from **1st of July to the 30th of September, 2022**:*

Water Distribution System Extensions: July 1- September 30, 2022

Date Issued: July 13, 2022
Project Title: **Mills at Rocky River-Townhomes**
Project #: 2021-037
Developer: Green Street Land Co., LLC
G. Kenneth Orndorff, Manager
6531 Hazleton Drive
Charlotte, NC 28210
P) 704-281-8379
Email) greenstreetnc@gmail.com

Description: Construction of approximately 1,828 linear feet of 8-inch water lines with 14 in-line valves, 596 linear feet of 2-inch water lines with 2 in-line valves, 3 hydrants, and other appurtenances to serve 95 3-bedroom single-family residential townhomes located off of Southeast Corner of Holden Ave. & Griffins Gate, with an average domestic water demand of 38,000 GPD.

Date Issued: July 19, 2022
Project Title: **BP Mills at Rocky River**
Project #: 2021-034
Developer: Mark Oil Company, Inc.
William O. Tome, Jr., President
PO Box 32064
Charlotte, NC 28232
P) 704-375-4249
Email) billtome@markoilcompany.com

Description: Construction of approximately 57 linear feet of 8-inch water lines with 1 in-line valve and other appurtenances to serve a Convenience store and Car wash located off of Rocky River and Holden Avenue SW with an average commercial water demand of 2,200 GPD.

Date Issued: August 1, 2022
Project Title: **Smith Industrial Subdivision**
Project #: 2021-083
Developer: WD & SH Property Consulting, LLC
William Smith, President
PO Box 319
Midland, NC 28107
P) 704-888-8383
Email) billy@wdsmithgrading.com

Description: Construction of approximately 410 linear feet of 8-inch water lines with 2 in-line valves, 2 hydrants, and other appurtenances to provide potable water to an industrial subdivision with a construction company, concrete plant, and outdoor storage area located off of Old Camden Road with an average industrial water demand of 1,163 GPD.

Date Issued: August 23, 2022
Project Title: **R. Brown McAllister STEM Elementary School**
Project #: 2022-022
Developer: Cabarrus County Schools
George (Tim) Lowder
4401 Old Airport Road
Concord, NC28025
P) 704-260-5600
Email) George.Lowder@Cabarrus.k12.nc.us
Description: Construction of approximately 126 linear feet of 8-inch water lines with 2 in-line valves and other appurtenances to provide potable water to serve a 76,975 sq. ft. School Facility located off of Sunnyside Drive, with an average water demand of 11,340 GPD.

Date Issued: August 29, 2022
Project Title: **Christenbury Village Phase 1**
Project #: 2021-035
Developer: MPV Properties
George Macon, Partner
2400 South Boulevard, Ste. 300
Charlotte, NC 28203
P) 704-561-5308
Email) gmacon@mpvre.com
Description: Construction of approximately 2,123 linear feet of 12-inch water lines with 8 in-line valves, 135 linear feet of 8-inch water lines with 3 in-line valves, 4 hydrants and other appurtenances to serve 3 retail buildings, 2 mixed-use residential and commercial buildings, and a grocery store located off of Christenbury Parkway, with an average domestic & commercial water demand of 82,204 GPD.

Wastewater Distribution System Extensions:

July 1- September 30, 2022

Date Issued: July 13, 2022 (Effective May 16, 2022)

Project Title: **Mills at Rocky River-Townhomes**

Project # 2021-037

Developer: Green Street Land Co., LLC
G. Kenneth Orndorff, Manager
6531 Hazleton Drive
Charlotte, NC 28210
P) 704-281-8379
Email) greenstreetnc@gmail.com

Description: Construction of approximately 2,886 linear feet of 8-inch sanitary sewer with 19 manholes and other appurtenances to serve 95 3-bedroom single-family residential townhomes located off of Southeast Corner of Holden Ave. & Griffins Gate, with a domestic wastewater discharge of 22,800 GPD.

Date Issued: July 19, 2022

Project Title: **BP Mills at Rocky River**

Project # 2021-034

Developer: Mark Oil Company, Inc.
William O. Tome, Jr., President
PO Box 32064
Charlotte, NC 28232
P) 704-375-4249
Email) billtome@markoilcompany.com

Description: Construction of approximately 36 linear feet of 8-inch sanitary sewer with 1 manhole and other appurtenances to serve a Convenience store and Car wash located off of Rocky River and Holden Avenue SW, with a commercial wastewater discharge of 2,200 GPD.

Date Issued: August 29, 2022

Project Title: **Christenbury Village Phase 1**

Project # 2021-035

Developer: MPV Properties
George Macon, Partner
2400 South Boulevard, Ste. 300
Charlotte, NC 28203
P) 704-561-5308
Email) gmacon@mpvre.com

Description: Construction of approximately 768 linear feet of 8-inch sanitary sewer with 7 manholes and other appurtenances to serve 3 retail buildings, 2 mixed-use residential and commercial buildings, and a grocery store located off of Christenbury Parkway, with a wastewater discharge of 45,842 GPD.

Date Issued: September 6, 2022
Project Title: **Hwy 24-27 Midland Crossroads Sewer**
Project #: 2020-043
Developer: Town of Midland
John Crump, Mayor
PO Box 589
Midland, NC 28107
704-888-2232
Email) jcrump@midlandnc.us

Description: Construction of approximately 3,448 linear feet of 8-inch sanitary sewer with 13 manholes and other appurtenances to serve 5 residential units, 24 business shops, 2 automotive tire shops, and 1 take-out restaurant located off of NC 24-27 and Hwy 601, with a revised domestic and commercial wastewater discharge of 3,150 GPD.

Date Issued: September 19, 2022
Project Title: **Province Green Pump Station Elimination**
Project #: 2015-005
Developer: City of Concord- Water Resources
Crystal Scheip, Project Manager
P.O. Box 308
Concord, NC 28026-0308
P) 704-920-5287
Email) scheipc@concordnc.gov

Description: A wastewater collection system modification, consisting of the Province Green pump station and force main abandonment/elimination, a proposed wastewater collection system extension consisting of approximately 2,978 linear feet of 12-inch sanitary sewer main with 8 manholes; and the continued maintenance and operation of approximately 2,943 linear feet of 8-inch sanitary sewer with 13 manholes and other appurtenances to serve the existing 61 lot single-family residential subdivision and the development within the tributary sewer basin, located off George W. Liles and Weddington Roads, with a previously allocated wastewater discharge of 24,960 GPD. Future development tributary to the Province Green Pump Station Elimination outfall will be permitted with each site development.

IDENTITY THEFT PREVENTION PROGRAM INCIDENT REPORT

CITY OF CONCORD

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

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

Recommendations: None

Incidents: November 2021 - October 2022

Date	Coworker	Incident	City Response	Mitigation
none				

Tax Report for Fiscal Year 2022-2023**FINAL REPORT****September****Property Tax Receipts- Munis**

2022 BUDGET YEAR	2,425,008.08
2021	27,874.01
2020	2,873.62
2019	1,097.98
2018	709.89
2017	708.62
2016	708.62
2015	1,038.15
2014	978.44
2013	909.82
Prior Years	2,948.99
Interest	8,054.49
Refunds	
	<u>2,472,910.71</u>

Vehicle Tax Receipts- County

2022 BUDGET YEAR	501,655.85
2021	
2020	
2019	
2018	
2017	
2016	
Prior Years	
Penalty & Interest	6,132.00
Refunds	
	<u>507,787.85</u>

Fire District Tax - County

2021 BUDGET YEAR	16,343.24
------------------	-----------

Less: Collection Fee from County

Net Ad Valorem Collections	<u>2,997,041.80</u>
-----------------------------------	---------------------

423:Vehicle Tag Fee-Transportation Impr Fund	37,560.60
100:Vehicle Tag Fee	152,518.80
292:Vehicle Tag Fee-Transportation Fund	37,560.60
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<u>227,640.00</u>

Privilege License	30.00
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<u>30.00</u>

Oakwood Cemetery current	2,525.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	1,750.01
Rutherford Cemetery endowment	699.99
West Concord Cemetery current	1,425.00
West Concord Cemetery endowment	800.00
Total Cemetery Collections	<u>7,200.00</u>

Total Collections	<u>\$ 3,231,911.80</u>
--------------------------	------------------------

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	26,508.35
Discovery Penalty	4,862.85
Total Amount Invoiced - Monthly	<u>31,371.20</u>
Total Amount Invoiced - YTD	67,306,410.30

Current Year	
Less Abatements (Releases)	
Real	11,151.80
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>11,151.80</u>

Adjusted Amount Invoiced - monthly	20,219.40
Adjusted Amount Invoiced - YTD	67,259,240.01

Current Levy Collected	2,425,008.08
Levy Collected from previous years	39,848.14
Penalties & Interest Collected	8,054.49
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>2,472,910.71</u>
Total Collected - YTD	9,706,122.02

Total Collected - net current levy -YTD	9,484,629.12
Percentage of Collected -current levy	14.10%
Amount Uncollected - current year levy	57,774,610.89
Percentage of Uncollected - current levy	85.90%
	100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of September 2022

RELEASES		
CITY OF CONCORD	\$	11,151.80
CONCORD DOWNTOWN	\$	252.20

REFUNDS		
CITY OF CONCORD	\$	241.92
CONCORD DOWNTOWN	\$	-

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2016	0	0	0	0.0048	0.00	0.00	
2017	0	245,288	245,288	0.0048	1,177.38	706.42	
2018	0	247,798	247,798	0.0048	1,189.43	594.75	
2019	0	301,227	301,227	0.0048	1,445.89	578.37	
2020	0	628,446	628,446	0.0048	3,016.54	904.98	
2021	0	835,043	835,043	0.0048	4,008.21	801.63	
2022	0	3,264,771	3,264,771	0.0048	15,670.90	1,276.70	
Total	0	5,522,573	5,522,573		\$ 26,508.35	\$ 4,862.85	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	10,000	10,000	0.0023	23.00	0.00	
2018	0	10,000	10,000	0.0023	23.00	0.00	
2019	0	10,000	10,000	0.0023	23.00	9.20	
2020	0	20,000	20,000	0.0023	46.00	13.80	
2021	0	20,000	20,000	0.0023	46.00	9.20	
2022	0	30,000	30,000	0.0023	69.00	6.90	
Total	0	100,000	100,000		\$ 230.00	\$ 39.10	

City of Concord
Portfolio Holdings
Monthly Investments to Council
Report Format: By CUSIP / Ticker
Group By: Security Type
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 9/30/2022

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP CREDIT AGRICOLE CIB NY 0 10/13/2022	22533UKD4	5,000,000.00	4,968,175.00	10/13/2022	1.721	1.34	N/A	99.3635	13
CP MUFG BANK LTD 0 10/24/2022	62479MKQ5	5,000,000.00	4,963,658.33	10/24/2022	2.690	1.34	N/A	99.273167	24
CP JP MORGAN SECURITIES 0 10/25/2022	46640QKR1	5,000,000.00	4,965,912.50	10/25/2022	1.017	1.34	N/A	99.31825	25
CP TOYOTA MTR CR CORP 0 11/10/2022	89233HLA0	5,000,000.00	4,959,950.00	11/10/2022	1.089	1.34	N/A	99.199	41
CP CREDIT SUISSE FBNY 0 11/18/2022	2254EBLJ8	5,000,000.00	4,949,505.56	11/18/2022	3.010	1.34	N/A	98.990111	49
CP BARTON CAP SA 0 11/30/2022	06945MLW4	5,000,000.00	4,962,669.44	11/30/2022	3.043	1.34	N/A	99.253389	61
CP ING US FUNDING LLC 0 12/22/2022	4497W1MN3	5,000,000.00	4,957,716.67	12/22/2022	3.570	1.34	N/A	99.154333	83
CP CEDAR SPRING CAP CO LLC 0 12/28/2022	15060YMU1	5,000,000.00	4,951,045.83	12/28/2022	3.827	1.34	N/A	99.020917	89
CP MOUNTCLIFF FDG 0 1/31/2023	62455BNX9	5,000,000.00	4,915,000.00	1/31/2023	3.459	1.33	N/A	98.3	123
Sub Total / Average Commercial Paper		45,000,000.00	44,593,633.33		2.601	12.06		99.097907	56
FFCB Bond									
FFCB 0.14 5/18/2023-21	3133EMZP0	5,000,000.00	4,997,000.00	5/18/2023	0.170	1.35	N/A	99.94	230
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.35	N/A	100	314
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.35	N/A	100	357
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.35	N/A	100	426
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.35	N/A	99.957	476
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.35	N/A	99.8	518
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.94	N/A	99.94	553
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.35	N/A	100	689
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.35	N/A	100	711
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.13	N/A	99.6	752
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.35	N/A	100	801
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.35	N/A	100	934
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.35	N/A	100	1,095
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.35	N/A	100	1,179
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.35	N/A	100	1,355
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.35	N/A	100	1,459
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.35	N/A	100	1,642
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.35	N/A	100	1,988
FFCB 1.5 3/23/2028-26	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.35	N/A	100	2,001
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.35	N/A	99.725	2,309
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.34	N/A	99.2	2,358
Sub Total / Average FFCB Bond		102,659,000.00	102,571,262.00		0.755	27.73		99.914899	1,064
FHLB Bond									
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.35	N/A	100	364
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.35	N/A	99.85	370
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.35	N/A	100	423
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.35	N/A	100	497
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.15	N/A	106.665827	501
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.35	N/A	100	577
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.35	N/A	100	602

FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.35	N/A	100	602
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.35	N/A	100	616
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.35	N/A	100	654
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.35	N/A	100	668
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.35	N/A	100	697
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.35	N/A	100	850
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.35	N/A	99.98	1,019
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.35	N/A	99.98	1,116
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.35	N/A	100	1,187
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.35	N/A	100	1,217
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.35	N/A	99.9	1,236
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.35	N/A	100	1,257
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.35	N/A	100	1,307
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.35	N/A	99.725	1,782
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.35	N/A	100	2,589
Sub Total / Average FHLB Bond		105,520,000.00	105,526,412.30		0.666	28.53		100.008318	932
FHLMC Bond									
FHLMC 0.25 6/26/2023	3137EAES4	2,360,000.00	2,360,608.20	6/26/2023	0.241	0.64	N/A	100.025924	269
FHLMC 0.25 9/8/2023	3137EAEW5	2,120,000.00	2,120,844.05	9/8/2023	0.236	0.57	N/A	100.039854	343
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.35	N/A	100	440
FHLMC 3 6/28/2024-22	3134GXWZ3	5,000,000.00	5,000,000.00	6/28/2024	3.000	1.35	N/A	100	637
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.61	N/A	100	668
FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.35	N/A	99.386016	866
FHLMC Step 6/30/2025-22	3134GXVT8	5,000,000.00	5,000,000.00	6/30/2025	3.676	1.35	N/A	100	1,004
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.33	N/A	92.438	1,025
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.35	N/A	100	1,383
Sub Total / Average FHLMC Bond		29,350,000.00	29,243,999.46		1.604	7.91		99.663429	771
FNMA Bond									
FNMA 0.3 8/10/2023-22	3135G05R0	4,000,000.00	3,973,000.00	8/10/2023	0.731	1.07	N/A	99.325	314
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.35	N/A	100	321
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	9/12/2023	0.221	0.34	N/A	107.99	347
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.35	N/A	100	392
FNMA 0.25 11/27/2023	3135G06H1	3,705,000.00	3,707,833.90	11/27/2023	0.223	1.00	N/A	100.076557	423
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.35	N/A	100	455
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.43	N/A	106.058	493
FNMA 1.75 7/2/2024	3135G0V75	1,510,000.00	1,571,618.47	7/2/2024	0.361	0.42	N/A	104.080727	641
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.35	N/A	100	697
FNMA 1.625 10/15/2024	3135G0W66	2,380,000.00	2,454,218.36	10/15/2024	0.577	0.66	N/A	103.119202	746
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.35	N/A	99.797	808
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.29	N/A	101.665856	830
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.34	N/A	93.265273	935
FNMA 0.5 6/17/2025	3135G04Z3	2,290,000.00	2,132,848.52	6/17/2025	2.922	0.58	N/A	93.137496	991
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.35	N/A	100	1,018
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.35	N/A	100	1,054
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.35	N/A	100	1,060
FNMA 0.375 8/25/2025	3135G05X7	920,000.00	839,132.00	8/25/2025	3.521	0.23	N/A	91.21	1,060
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.35	N/A	100	1,490
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.35	N/A	100	1,861
Sub Total / Average FNMA Bond		69,890,000.00	69,863,836.74		0.670	18.89		100.023219	826
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	92,483.00	92,483.00	N/A	2.850	0.03	N/A	100	1
NCCMT LGIP	NCCMT481	17,634,208.64	17,634,208.64	N/A	2.850	4.77	N/A	100	1

NCCMT LGIP	NCCMT271	162,578.35	162,578.35	N/A	2.850	0.04	N/A	100	1
Sub Total / Average Local Government Investment Pool		17,889,269.99	17,889,269.99		2.850	4.84		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	214,931.16	214,931.16	N/A	0.210	0.06	N/A	100	1
Sub Total / Average Money Market		214,931.16	214,931.16		0.210	0.06		100	1
Total / Average		370,523,201.15	369,903,344.98		1.104	100		99.8478	785