



City Council Agenda

Thursday, April 13, 2023

6:00 PM

3rd floor Council Chambers at City Hall

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

February 21, March 7, and March 9, 2023.

IV. Presentations

1. **Presentation of a Proclamation recognizing April 28, 2023 as National Lineworker Appreciation Day in the City of Concord.**
2. **Presentation of a Proclamation recognizing the month of April as National Public Safety Telecommunicators Month.**
3. **Presentation of a Proclamation recognizing the month of April as Fair Housing Month.**

V. Unfinished Business

VI. New Business

A. Informational Items

1. **Presentation from Raftelis Financial Consultants, Inc. on the system development fee update to be effective July 1, 2023.**

B. Departmental Reports

1. **Streetscape Update**

C. Recognition of persons requesting to be heard

D. Public Hearings

1. **Conduct a public hearing and consider adopting Agency Plan and an update to the 5-Year Plan for the Concord Housing Department that updates the Policies that govern the Public Housing Program.**

The Housing Department Staff is required to submit an Agency Plan and an update to the 5-Year Plan to the United States Department of Housing and Urban Development (HUD) every year seventy-five (75) days prior to the beginning of the fiscal year. This plan must be available for public review for forty-five (45) days prior to adoption and submission. The plan has been completed and ready for review since Monday, February 12, 2023. A public hearing must be held prior to adoption for any public comments relative to the proposed changes in the department's Agency Plan.

Updated policies include:

Conversion of Public Housing to Project-Based Rental Assistance or Project-Based Vouchers under RAD;

Continue to work with Planning and Neighborhood Development and WeBuild Concord on building more affordable market rate rentals; and

Continue to place an emphasis on infrastructure improvements, HVAC and appliance upgrades, tree removal for hazard mitigation purposes, unit abatement/turnarounds, and other unit upgrades.

Recommendation: Motion to adopt the Agency Plan and an update to the 5-Year Plan for the Concord Housing Department that updates the Policies that govern the Public Housing Program.

2. Conduct a public hearing and consider the approval of an amendment to an agreement between the City of Concord and Bootsmead LeaseCo, LLC regarding the extension of sewer infrastructure at the Grounds of Concord.

City Council previously approved an agreement with Bootsmead LeaseCo, LLC for the extension of sewer infrastructure onto the Grounds at Concord property. Under the agreement, the City would initially fund Phase 2 construction and be reimbursed by a portion of land sales by the Company. Construction of Phase 1 of the project is complete, Phase 2a is under contract, and Phase 2b will be bid once all easements are obtained. The amount currently in escrow exceeds the expected total of Phase 2 cost. The proposed amendment modifies the estimated Phase 2 cost from \$3,000,000 to \$4,500,000 and authorizes the escrow agent to release to the Company the amount in escrow that exceeds \$4,500,000.

Recommendation: Consider approving an amendment to an agreement between the City of Concord and Bootsmead LeaseCo, LLC regarding the extension of sewer infrastructure at the Grounds of Concord.

3. Conduct a public hearing to consider adopting an ordinance amending Article 7, Table 7.6.2.A (“Density and Dimensional Standards”) to increase the minimum impervious surface ratio from 0.5 to 0.6 for multi-unit infill projects in the Residential Compact (RC) zoning district.

Staff has been examining ways to facilitate infill development through such changes to the CDO as the town-home revisions and the accessory dwelling unit standards. In the course of examining some of these changes, it appears the maximum impervious surface ratios may be too restrictive for the development of some multi-unit developments. Staff is proposing to revise the maximum allowable from 0.5 to 0.6 for multi-unit infill projects only within the RC zoning district. A staff report, which explains the change in detail is attached. At their March 21st meeting, Planning and Zoning Commission unanimously recommended the amendment to Council.

Recommendation: Motion to adopt an ordinance amending Article 7, Table 7.6.2.A (“Density and Dimensional Standards”) to increase the minimum impervious surface ratio from 0.5 to 0.6 for multi-unit infill projects in the Residential Compact (RC) zoning district.

4. Conduct a public hearing and consider adopting an ordinance annexing +/- 2.3 acres PIN 5529-90-7789 on Zion Church Rd, owned by Lorraine Byrd and Susan Byrd.

Voluntary annexation petition of +/- 2.3 acres of property with PIN 5529-90-7789 on Zion Church Rd. The property is currently zoned Cabarrus County Low Density Residential (LDR). The developer has proposed to construct a triplex on the site.

Recommendation: Consider a motion adopting the annexation ordinance and set the effective date for April 13, 2023.

5. Conduct a public hearing for case Z-01-23 and consider adopting an ordinance amending the official zoning map for +/- 0.23 acres located at 1089 Gaither PI NW from RC (Residential Compact) to C-2 (General Commercial District) and to amend the 2030 Land Use Plan to modify the future land use designation of the parcel from “Urban Neighborhood” to “Commercial.”

The Planning and Zoning Commission heard the above referenced petition at their March 21, 2023 meeting and voted to forward the request to City Council with a recommendation that the zoning map be amended from RC (Residential Compact) to C -2 (General Commercial District) and to amend the 2030 Land Use Plan to designate the parcel as “Commercial.”

Recommendation: Consider adopting an ordinance amending the official zoning map from RC (Residential Compact) to C- 2 (General Commercial District)) and to amend the 2030 Land Use Plan to designate the parcel as “Commercial.”

6. Conduct a public hearing for case Z-24-22 and consider adopting an ordinance amending the official zoning map for +/- 3.7 acres located at 2508 Poplar Tent Rd. from RM-2 (Residential Medium Density) to C-2 (General Commercial).

The Planning and Zoning Commission heard the above referenced petition at their February 21, 2023 meeting and voted 4-2 to deny the proposed rezoning request. This request is for straight zoning of C-2 (General Commercial) and not a conditional district, therefore, all permitted uses with the C-2 (General Commercial) zoning classification would be allowed on the site. Three people spoke in opposition to the request.

Recommendation: Consider adopting an ordinance amending the official zoning map from RM-2 (Residential Medium Density) to C-2 (General Commercial).

E. Presentations of Petitions and Requests

1. Consider approving allocating \$80,000 of HOME Investment Partnership (HOME) funds to Habitat for Humanity Cabarrus County for the construction of two (2) new homes to be located at 285 and 291 Academy Avenue NW.

The City of Concord and Habitat for Humanity Cabarrus County have a well-established partnership of using HOME funds to create stable affordable housing opportunities for Concord residents who fall between 30-60% of area median income. This partnership, which began in early 2013, has seen 15 families purchase homes; five (5) on Broad Drive, five (5) on Ring Avenue, two (2) on Young Avenue, one (1) on Princess Avenue, one (1) on Shannon Drive SW and one (1) on Hemlock Street. The current HOME funding request of \$80,000 would be divided to \$40,000 to construct two (2) new homes located at 285 and 291 Academy Avenue NW in the Gibson Community. This joint effort allows both organizations to expand reach while working together toward the common goal of rebuilding neighborhoods/communities and promoting stability through home ownership.

Habitat continues to be committed to meeting the City’s standards in construction with hardy plank siding, meeting SystemVision requirements and sealing the crawlspace. Construction would also include a front porch, two car parking pad and a landscaping package. Staff will also be working closely with Habitat to have additional visual enhancements (paint color, decorative porch railings, etc.) included on each house. As an existing partner, Habitat is familiar with all federal requirements and has been noted as a good steward of funding during HUD audits.

Recommendation: Motion to approve allocating \$80,000.00 of HOME Investment Partnership (HOME) funds to Habitat for Humanity Cabarrus County for the construction of two (2) new homes to be located at 285 and 291 Academy Avenue NW.

2. Consider a motion to approve the purchase of 228, 234, 236, 240 McGill Avenue SW and parcel 5621-30-5459 (vacant lot), from Alex and Cammie Hamilton for \$200,000 using City General Funds and to adopt a budget ordinance amending the General Fund.

As a designated low-income community and a USDA-recognized food desert, Gibson Village has struggled with limited investment to benefit the residents. The area of McGill Avenue NW between Allison Street NW to Harris Street NW is a mixture of houses, vacant lots and dilapidated commercial structures. Two (2) such structures are located at 228, 234, 236, and 240 McGill Avenue SW. Code Enforcement and Community Development staff have been working with the owners, Alex and Cammie Hamilton to correct, or purchase, the buildings along with one (1) vacant parcel on Allison Street NW. These units have been on the radar of Code Enforcement for many years as Mr. Hamilton is unable to correct the significant building and environmental issues present. Due to the structures condition and limitations of the parcels, the City would demolish the buildings and replace them with a food hub/business incubator space that will be housed in shipping containers.

Staff has begun conversations with staff from Rowan Cabarrus Community College, Flywheel Foundation, and The Bulb regarding partnering and managing the site. Both Flywheel and The Bulb have community-based missions which focus on improving the community through education and access. The Flywheel Foundation, would be working directly with Concord and other partners to promote healthy entrepreneurship ecosystems through events, program partnerships, a learning management system, and an educational foundation for business success. While The Bulb would bring a barrier-free environment to promote accessibility for all. In addition to working to eliminate barriers, The Bulb focuses on providing education to communities related to wellness, food prep, and correct storage.

Tax value for all parcels is \$293,500. An offer, contingent on Council approval, has been accepted by the owner for \$200,000. The purchase would use the City's General Fund. A Phase I Environmental Site Assessment is underway and will be completed before the purchase is completed.

The attached budget ordinance appropriates anticipated excess sales tax to cover the purchase of the property, a Phase I Environmental study, asbestos testing, and demolition.

Recommendation: Motion to approve the purchase of 228, 234, 236, 240 McGill Avenue SW and parcel 5621-30-5459 (vacant lot), from Alex and Cammie Hamilton for \$200,000 using City General Funds and to adopt a budget ordinance amending the General Fund.

3. Consider awarding the bid for rehabilitation of Hangar Taxilanes at Concord-Padgett Regional Airport.

Aviation Department received bids on March 23, 2023 for the improvements which include the following: The rehabilitation of bituminous concrete pavement for taxilanes that connect the main apron to existing t-hangars and corporate hangars. The five northern most taxilane pavements around the existing t-hangars will be rehabilitated using full depth asphalt pavement reclamation. The four southernmost taxilane pavements will be rehabilitated by milling the top two inches, repairing cracks, and replacing the milled asphalt with P-401 asphalt at existing elevations. Additionally, this project will include the remarking of the rehabilitated taxilanes. Three bids were received and evaluated for responsiveness and compliance with FAA specifications. Aviation Staff in concurrence with outside consultant, Talbert, Bright and Ellington determined that the lowest bidder, Blythe Brothers, was responsive and compliant in meeting the FAA required specifications. The total bid including base bid and 6 alternates from Blythe Brothers is \$3,592,033.00. Funding will be derived from Federal Aviation Administration, Airport Improvement Program (AIP), North Carolina Department of Transportation, AIP and Aviation's Retained Earnings.

Recommendation: Motion to award the bid for the Hangar Taxilane Rehabilitation at CPRA in the amount of \$3,592,033.00. Authorize City Manager to accept and execute grant offers from FAA and NCDOT. Authorize City Manager to execute contract to Blythe Brothers contingent upon final funding amount from FAA and NCDOT.

4. Consider authorizing the City Manager to negotiate and execute a contract with Kimley Horn Associates for full design services for Phase (A) of the Clarke Creek Greenway, and 50% design for future Phases B & C for the total amount of \$515,000.

The Clarke Creek Greenway Corridor is identified in the adopted Open Space Connectivity Analysis Plan. Greenway development is a top priority project for the City, with a goal of the construction of 30 miles by 2030. The City of Concord was recently awarded a CMAQ grant to assist with construction for the approximately 1.6-mile, Phase (A), within this greenway corridor. Phase (A) section of this greenway will connect to the trailhead located at JE Jim Ramseur Park at 1252 Cox Mill Road, and is proposed to connect to the Highland Creek, Winding Walk and Allen Mills neighborhoods. Parks and Recreation has selected the firm Kimley Horn Associates of Charlotte through an RFQ process for professional design services for greenway development. Kimley Horn Associates has recently completed the preliminary design for the Clarke Creek Greenway Corridor. The design phase will include: Environmental, Design Development, Permitting, Construction Documents and Bid Documents for Phase (A); and Environmental and Design Development for Phases (B) & (C); including appropriate reimbursable expenses.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Kimley Horn Associates in the amount of \$515,000 for full design services for Phase (A).

5. Consider authorizing the City Manager to negotiate and execute a contract with Central Carolina Air Conditioning Company, LLC in the amount of \$116,425 for the carbon dust collector replacement project at the Coddle Creek Water Treatment Plant.

The City accepted multiple informal bids in March 2023. The low bidder is Central Carolina Air Conditioning Company, LLC. The existing equipment is at the end of its useful life and is no longer operating efficiently.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Central Carolina Air Conditioning Company, LLC in the amount of \$116,425.00.

6. Consider authorizing the City Manager to negotiate and execute a contract with AM-Liner East, Inc. for the cured in place lining of 24,934 linear feet of sewer line and the rehabilitation of 113 manholes in the amount of \$1,189,069.35.

The City recently advertised and accepted formal bids for the 2023 sewer lining contract. 6 bids were received with Am-Liner East, Inc. being the low bidder at \$1,189,069.35. This total price does include a 5% (\$56,622.35) contingency.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with AM-Liner East, Inc. for the cured in place lining of 24,934 linear feet of sewer line and the rehabilitation of 113 manholes in the amount of \$1,189,069.35.

7. Consider approval of a Resolution to Lease Property for the long term Cellco/Verizon lease for attachments on the Downtown Water Tank.

The term length of this lease agreement requires a resolution and public advertising of contract amendment 6 which was approved in February. After the resolution is approved and proper advertisement has been completed, the City can fully execute addendum 6 as previously approved.

Recommendation: Motion to approve and execute the Resolution to Lease Property for the long term Cellco/Verizon lease for attachments on the Downtown Water Tank.

8. Consider authorizing the Transportation Department to apply for the Carbon Reduction Program (CRP) funding for upgrading the Traffic Signal Central System through the Cabarrus Rowan Metropolitan Planning Organization's (CRMPO) call for projects.

The Carbon Reduction Program (CRP) is a part of the Infrastructure Investment and Jobs Act (IIJA) through the Federal-Aid Highway Administration. The CRP application requires a 20% local match in funding and to maintain the project after completion. The Transportation Department maintains more than 160 signalized intersection, most of which are located on important and congested corridors such as Concord Mills Blvd, Poplar Tent Rd, US 29, US 601, NC 3, NC 49, and NC 73. This project will replace the current local (cabinet) and central (management software ran in the TMC) signals software. This includes upgrading both the current ATMS (advanced traffic management software) and the local software deployed in the traffic signal cabinets. NCDOT is currently pursuing a different platform that will meet their 2030 goals: transit signal priority, emergency vehicle pre-emption and integration with connected and autonomous vehicles. For the local software, there will be a hardware change required for the majority of the existing signals. This will accommodate any of the new software solutions that could be selected. This will also require engineering work for signal plan modifications in order to field deploy said hardware. Total project cost is estimated at \$1,500,000. Estimated City participation \$300,000 (20%).

Recommendation: Motion to consider authorizing the Transportation Department to apply for the Carbon Reduction Program (CRP) funding for upgrading the Traffic Signal Central System through the Cabarrus Rowan Metropolitan Planning Organization's (CRMPO) call for projects.

9. Consider approving a City of Concord Co-Sponsorship Policy.

Staff has reviewed other Co-Sponsorship policies that are currently being used in other jurisdictions. Staff has drafted the attached Co-Sponsorship Policy for your review. Staff is recommending that City Council approve this policy to provide guidance to City staff as they work with those in our community who request the City Council co-sponsor their event. It is staff's hope that this policy will provide guidance to those who request event assistance. The policy guides the applicant through the application process, and it will also assist City Council with understanding the costs of co-sponsoring events in the City.

Recommendation: Motion to approve the City of Concord's Co-Sponsorship Policy which will be effective upon adoption.

10. Consider authorizing the City Manager to negotiate and execute a construction contract with Liles Construction for the construction of the Rocky River Golf Course Pump House Building.

Bids were received on March 2, 2023 for the demolition and replacement of the pump house building at Rocky River Golf Course. Liles Construction was the low bidder with a total bid of \$134,641.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Liles Construction in the amount of \$134,641 for the construction of the Rocky River Golf Course Pump House Building.

11. Consider a Preliminary Application from John and Barbara Hawley, Jr.

In accordance with City Code Chapter 62 Barbara Hawley has submitted a preliminary application to receive water and sewer service outside the City limits. The property is located at 5405 Kiwi Court. This parcel is zoned county LDR and is developed with a single family house. In order to receive service, the property owner would need to obtain private easements from neighbors along either Piney Church Road or Meredith Court. The property owner indicates that an utility company ran over the leech fields which started the problems.

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

12. Consider appointing a voting delegate for the NCLM CityVision 2023 conference. (Work Session)

CityVision 2023 will be held April 25 -27 in Concord. Prior to the annual business meeting, an electronic voting process for board elections will be conducted. During CityVision, League members can attend the annual business meeting where the 2023-2024 electronic Board of Directors election results will be announced. Each member municipality is asked to designate one voting delegate who is eligible to cast a single vote for the 2023-2024 League Board of Directors in advance of the annual business meeting.

Recommendation: Motion to appoint a voting delegate for the NCLM 2023-2024 Board of Directors.

VII. Consent Agenda

A. Consider approving a donation of \$160.50 from the Mayor's Golf Tournament Fund and to adopt a budget ordinance appropriating the amount.

The funds will be used to purchase an additional set of football field markers for the Carolina Bears Youth Organization youth football team to use for practice sessions.

Recommendation: Motion to approve a donation of \$160.50 from the Mayor's Golf Tournament Fund and to adopt a budget ordinance appropriating the amount.

B. Consider authorizing the Data Services department to apply for the State and Local Cybersecurity Grant Program.

The Data Services department is requesting up to \$100,000 to improve the City's cybersecurity posture from the NC Department of Public Safety SLCGP (State and Local Cybersecurity Grant Program). Funding information can be found at: <https://www.ncdps.gov/SLCGP>. The proposed project will be aligned to Element '3' on the Required Elements section; "Enhance the preparation, response, and resilience of information systems, applications, and user accounts owned or operated by, or on behalf of, the state or local governments within the state, against cybersecurity risks and cybersecurity threats."

Recommendation: Motion to authorize Data Services Department to apply for the State and Local Cybersecurity Grant Program.

C. Consider authorizing the Concord Police Department to apply for the COPS Office FY 23 Law Enforcement Agency De-Escalation Grant-Community Policing Development Solicitation.

The Law Enforcement Agency De-Escalation Grants Solicitation is to direct funding to fund state and local agencies' ability to participate in de-escalation, implicit bias, and duty to intervene train-the trainer programs to establish internal de-escalation implicit bias, and duty to intervene training programs, and/or purchase of VR/AR de-escalation training technology to support and maintain officers' de-escalation techniques. Each Law Enforcement Agency De-Escalation award is two years (24 months) in duration for a maximum of \$250,000 per award. There is no local match. Application are due May 24, 2023." <https://cops.usdoj.gov/de-escalation>

Recommendation: Motion to authorize the Concord Police Department to apply for the COPS Office FY 23 Law Enforcement Agency De-Escalation Grant-Community Policing Development Solicitation.

D. Consider authorizing the City Manager to work with the Department of Justice to send future opioid settlement funds directly to Cabarrus County.

The City has joined both wave one and wave two of opioid settlements. These funds are distributed to all counties and municipalities that joined the settlements. Based on the restrictions on how the funds can be spent, staff is recommending that future opioid settlement funds that would be allocated directly to the City of Concord instead be sent to Cabarrus County. Cabarrus County already has similar programs in place that align with how these funds are required to be spent. The attached letter will be sent to the NC Department of Justice if approved by Council.

Recommendation: Motion to authorize the City Manager to work with the Department of Justice to send future opioid settlement funds directly to Cabarrus County.

E. Consider approving a License to Attach Banners to City of Concord Property to Conder Flag Company for the placement of temporary race banners on Bruton Smith Blvd and Hwy 29 to promote the Coca Cola 600 Memorial Weekend Race.

Conder Flag Company has requested to place banners on City light poles on Bruton Smith Boulevard (between I-85 and Hwy 29) and Hwy 29 (Exit 49 area between Mecklenburg County and the Rocky River) to promote the Coca Cola 600 Memorial Weekend Race. The City will receive \$15 for each attachment. As required, the North Carolina Department of Transportation has reviewed and approved the banner design. The applicant is requesting to install the banners no earlier than May 12, 2023 and remove the banners no later than June 2, 2023.

Recommendation: Motion to approve a License to Attach Banners to City of Concord Property to Conder Flag Company for the placement of temporary race banners on Bruton Smith Blvd and Hwy 29 to promote the Coca Cola 600 Memorial Weekend Race.

F. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement.

In accordance with the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: Pulte Home Company, LLC (PIN 4681-47 -9651) Harris Road. Access easements and SCM maintenance agreements are being offered by the owners.

Recommendation: Motion to approve the maintenance agreements and accept the offers of dedication on the following properties: Pulte Home Company, LLC.

G. Consider accepting an Offer of Dedication of utility easements and public rights-of-ways in various subdivisions.

In accordance with CDO Article 5, the following final plats and easements are now ready for approval: Piper Landing Phase 1 Map 3, Annsborough Park Phase 1, Map 3, and The Villas at Tucker's Walk - COS. Various utility easements and public rights-of-ways are offered by the owners.

Recommendation: Motion to accept the offer of dedication on the following plat and easements: Piper Landing Phase 1 Map 3, Annsborough Park Phase 1, Map 3, and The Villas at Tucker's Walk - COS.

H. Consider accepting an offer of infrastructure at Spring Meadow Subdivision Phase 2B MP 1.

In accordance with CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following are being offered for acceptance: 1173 LF of 8-inch water line, 417 LF of 2-inch water line, 5 valves and 1 Fire Hydrant. 1261 LF of 8-inch sanitary sewer and 8 Manholes.

Recommendation: Motion to accept an offer of infrastructure at Spring Meadow Subdivision, Phase 2B Map 1.

I. Consider approved a General Fund budget amendment and a General Fund Capital Project Fund project budget amendment.

Staff is recommending that funding be set aside for the replacement of IT Network Switches and an ERP System upgrade. Both of these projects are also included in future year CIP recommendations, but there is a need to begin funding these projects in the current fiscal year. Sales tax revenues are coming in ahead of original estimates. The attached budget ordinances appropriate the anticipated excess sales tax revenues to fund the transfer to the project fund for these two projects.

Recommendation: Motion to approve a General Fund budget amendment and a General Fund Capital Project Fund project budget amendment.

J. Consider adopting an ordinance to amend the FY 2022/2023 Budget Ordinance for the General Fund.

Per the contract with Waste Pro, there will be a settlement payment due to them in June 2023 for \$512,078. This agreement was not reached prior to the FY23 budget being adopted and was not previously accounted for. The attached budget ordinance appropriates anticipated excess sales tax to cover the settlement payment.

Recommendation: Motion to adopt an ordinance to amend the FY 2022/2023 Budget Ordinance for the General Fund.

K. Consider adopting ordinances to amend the General Fund operating budget and the General Capital Reserves Fund to complete the year end transfer for future projects listed in the City's Capital Improvement Plan.

Per the City's adopted financial policies, the City Manager has authority to recommend a yearly transfer to the General Capital Reserve fund for future projects listed in the City's Capital Improvement Plan. After careful analysis of our current situation, the City Manager is recommending \$9,500,000 be transferred to the General Capital Reserve Fund. This amount represents excess fund balance as of June 30, 2022.

Recommendation: Motion to approve the amendments to the general fund operating budget ordinance and the general capital reserves fund ordinance to complete the year end transfer for future projects listed in the City's Capital Improvement Plan.

L. Consider approving the 2023 Capital Fund Grant from the US Department of Housing and Urban Development (HUD) and adopt a budget ordinance in the amount of \$473,252.

HUD has awarded the Housing Department a Capital Fund Grant in the amount of \$473,252.

Recommendation: Motion to accept the 2023 Capital Fund Grant from HUD and adopt a budget ordinance in the amount of \$473,252.

M. Consider adopting a resolution to amend Article I, Section D, item 3 of the Purchasing Policy.

Staff is recommending that the Gifts, Gratuities, Favors, and Discounts section of the Purchasing Policy be amended to match North Carolina General Statutes, Section 133-32 regarding conflicts of interest. The amendment clarifies what is expected for employees that are involved in contracting or purchasing decisions and details out how employee discounts from vendors should be disclosed.

Recommendation: Motion to adopt a resolution to amend Article I, Section D, item 3 of the Purchasing Policy.

N. Consider amending the City's Personnel Policies and Procedures manual to add Article 6.11 Paid Parental Bonding Leave.

Staff recommends an update to the City's Personnel Policies and Procedures manual to establish a consistent policy and procedures as it relates to paid parental bonding leave.

Recommendation: Motion to amend the City's Personnel Policies and Procedures manual to add Article 6.11 Paid Parental Bonding Leave to the City's Personnel Policies and Procedures manual.

O. Consider acceptance of the Tax Office reports for the month of February 2023.

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 February 2023.

P. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of February 2023.

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 February 2023.

Q. Receive monthly report on status of investments as of February 28, 2023.

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 Committee (MTC)
- Centralina Regional Council
- Concord/Kannapolis Transit Commission
- Water Sewer Authority of Cabarrus County (WSACC)
- WeBuild Concord
- Public Art Commission
- 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.

City of Concord

System Development Fee Study Update

April 11, 2023



AGENDA

1. Description of System Development Fees (SDF)
2. Impetus of study
3. Process to adopt fees
4. Overview of fee calculation and resulting fees
5. Questions

WHAT ARE SYSTEM DEVELOPMENT FEES?

One-time charge assessed against “**new development**” as a way to pay for “**facilities**” needed to support growth or to recoup costs for existing **facilities**.

CURRENT SDF FEES (effective July 1, 2018)

Meter Size	WATER	SEWER
Residential Fee per <i>unit</i>	\$1,262	\$1,135
Non-Residential Fee per <i>meter size</i>		
3/4"	\$1,262	\$1,135
1"	\$2,103	\$1,892
2"	\$6,730	\$6,054
4"	\$21,033	\$18,920
6"	\$42,065	\$37,839
8"	\$67,304	\$60,543
10"	\$100,956	\$90,814
12"	\$222,945	\$200,549

4

IMPETUS OF THE STUDY

- **Ratification of House Bill 436** – “An Act to provide for uniform authority to implement system development fees for public water and sewer systems in North Carolina...”
 - Signed into law on July 20, 2017
 - Amended Chapter 162A, Article 8 of the General Statutes “System Development Fees”
 - Sets forth process for establishing system development fees
 - Requires preparation by a “financial professional or licensed professional engineer...”
 - *Requires update of the study every 5 years*
 - *Revisions have been made to original legislation since 2017*

PROCESS TO ADOPT FEES

- ✓ Calculate System Development Fees based on written analysis
 - 45 days prior to consideration of adoption, post written analysis on Web site and solicit written comments
 - Preparer to consider written comments
 - Conduct public hearing
 - Adopt fees

ALLOWED METHODOLOGIES FOR FEE CALCULATION

1. Capacity Buy-In Approach^{*}
 - Focuses on existing facilities with available capacity to serve new customers
 - Analysis based on fixed asset records
2. Incremental/Marginal Cost Approach
 - Focuses on additional facilities required to meet anticipated growth
 - Analysis based on capital improvement plan
3. Combined Approach



OVERVIEW OF FEE CALCULATION

1. Determine methodology to be used
2. Identify cost of facilities
3. Consider/make adjustments as necessary
4. Derive system development fee per residential service unit
5. Establish equivalency or conversion table for various categories of demand

COST OF FACILITIES

- Start with net book value (NBV) of all fixed assets.
- Escalate NBV to today's dollars based on service date.
- Calculate replacement cost new less depreciation.
- Remove some assets (meters, equipment, vehicles, etc.) and contributed/grant funded capital.
- Remove outstanding debt principal so not to double charge customers.

Replacement Cost New Less Depreciation (RCNLD)		
Asset Category	Water	Sewer
Assets	\$193.5M	\$157.9M
Less: Specific Assets, Contributed Capital	-\$71.4M	-\$85.7M
Less: Outstanding Debt Principal	-\$14.4M	-\$4.5M
TOTAL NET ASSETS (RCNLD)	\$107.7M	\$67.7M

COST PER UNIT (GALLON)

	Water	Sewer
Net System Value	\$107.7M	\$67.7M
Total Capacity (MGD)	16.64	16.4
Cost per Gallon per Day (GPD)	\$6.47	\$4.14

EQUIVALENT SINGLE-FAMILY RESIDENTIAL UNIT CALCULATIONS

WATER ERU – *gallons per capita per day (GPCD)*

- ERU for single-family water customer is **252 GPD**
 - › Basis - City's 2021 water master plan and census data
 - 55.2 GPCD X 3 people per household
 - X 1.40 system max day peaking factor
 - X 1.09 water loss factor

SEWER ERU – *gallons per day per bedroom*

- ERU for single-family sewer customer is **280 GPD**
 - › Basis – 2021 Engineering study for Water and Sewer Authority of Cabarrus County (WSACC)
 - 80 gallons per day per bedroom X 3.5 bedrooms

MAXIMUM SDF FEE FOR ¾" METER

	Water	Sewer
Cost per Gallon per Day (GPD)	\$6.47	\$4.14
ERU (gallons per day)	252	280
Maximum SDF Fee for ¾" Meter – <i>Single Family</i>	\$1,632	\$1,159
Current SDF fee for ¾" Meter	\$1,262	\$1,135

Non-Residential FEE CALCULATIONS - WATER

Meter Size	Current	Max Calculated	Difference (\$)	Difference (%)
3/4"	\$1,262	\$1,632	\$370	29.3%
1"	\$2,103	\$2,719	\$616	29.3%
2"	\$6,730	\$8,702	\$1,972	29.3%
4"	\$21,033	\$27,195	\$6,161	29.3%
6"	\$42,065	\$54,389	\$12,324	29.3%
8"	\$67,304	\$87,023	\$19,719	29.3%
10"	\$100,956	\$228,434	\$127,478	126.3%
12"	\$222,945	\$288,262	\$65,317	29.3%

Fees scaled by meter size based on AWWA meter equivalency factors

Non-Residential FEE CALCULATIONS - SEWER

Meter Size	Current	Max Calculated	Difference (\$)	Difference (%)
3/4"	\$1,135	\$1,159	\$24	2.1%
1"	\$1,892	\$1,931	\$39	2.1%
2"	\$6,054	\$6,180	\$126	2.1%
4"	\$18,920	\$19,313	\$393	2.1%
6"	\$37,839	\$38,625	\$786	2.1%
8"	\$60,543	\$61,801	\$1,258	2.1%
10"	\$90,814	\$162,227	\$71,413	78.6%
12"	\$200,549	\$204,714	\$4,165	2.1%

Fees scaled by meter size based on AWWA meter equivalency factors

Multi-Family Fee Calculation for *Each* Residential Unit

WATER ERU

- ERU for multi-family water customer is **168 GPD**
 - 55.2 GPCD X 2 people per household
 - X 1.40 system max day peaking factor
 - X 1.09 water loss factor

SEWER ERU

- ERU for multi-family sewer customer assumes **160 GPD**
 - 80 gallons per day per bedroom X 2 bedrooms

MAXIMUM SDF FEE FOR MULTI-FAMILY RESIDENTIAL UNIT

	Water	Sewer
Cost per Gallon per Day (GPD)	\$6.47	\$4.14
ERU (gallons per day)	168	160
Maximum SDF Fee for Multi-Family Unit	\$1,088	\$662
Current SDF fee per residential unit	\$1,262	\$1,135

MAXIMUM SDF CALCULATIONS - WATER

Meter Size	Current	Max Calculated	Difference (\$)	Difference (%)
Multi-Family per unit	\$1,262	\$1,088	(\$174)	-13.8%
Single-Family per unit	\$1,262	\$1,632	\$370	29.3%
3/4"	\$1,262	\$1,632	\$370	29.3%
1"	\$2,103	\$2,719	\$616	29.3%
2"	\$6,730	\$8,702	\$1,972	29.3%
4"	\$21,033	\$27,195	\$6,161	29.3%
6"	\$42,065	\$54,389	\$12,324	29.3%
8"	\$67,304	\$87,023	\$19,719	29.3%
10"	\$100,956	\$228,434	\$127,478	126.3%
12"	\$222,945	\$288,262	\$65,317	29.3%

MAXIMUM SDF CALCULATIONS - SEWER

Meter Size	Current	Max Calculated	Difference (\$)	Difference (%)
Multi-Family per unit	\$1,135	\$662	(\$473)	-41.7%
Single-Family per unit	\$1,135	\$1,159	\$24	2.1%
3/4"	\$1,135	\$1,159	\$24	2.1%
1"	\$1,892	\$1,931	\$39	2.1%
2"	\$6,054	\$6,180	\$126	2.1%
4"	\$18,920	\$19,313	\$393	2.1%
6"	\$37,839	\$38,625	\$786	2.1%
8"	\$60,543	\$61,801	\$1,258	2.1%
10"	\$90,814	\$162,227	\$71,413	78.6%
12"	\$200,549	\$204,714	\$4,165	2.1%



Thank you

Contact:

Elaine Conti / 704.936.4436 / econti@raftelis.com

March 30, 2023

Ms. Jessica Jones
Finance Director
City of Concord

Subject: Water and Sewer System Development Fees for FY 2024

Via Email

Dear Ms. Jones:

Raftelis Financial Consultants, Inc. (“Raftelis”) has completed an evaluation to develop cost-justified water and sewer system development fees for fiscal year (“FY”) 2024 for consideration by the City of Concord (“City”). This report documents the results of the analysis, which was based on an approach for establishing system development fees set forth in North Carolina General Statute 162A Article 8 – “System Development Fees.” The purpose of this report is to summarize Raftelis’ conclusion related to cost justified water and sewer system development fees.

The preparation of this report was developed by Raftelis for the City based on a specific scope of work agreed to by both parties. The scope of Raftelis’ work consisted of completing a calculation of cost justified water and sewer system development fees using common industry practices and industry standards. We provide no opinion on the legality of the system development fees implemented by the City. It is the responsibility of the City to ensure compliance of the system development fees with North Carolina General Statute 162A Article 8 – “System Development Fees.” The scope of work did not include any additional work other than the calculation associated with the system development fees, such as opinions or recommendations on the administration of these fees, the timing and use application of revenues from the collection of these fees, etc., as that is the responsibility of the City.

In developing the conclusions contained within this report, Raftelis has relied on certain assumptions and information provided by the City, who is most knowledgeable of the water and sewer system, its finances, etc. Raftelis has not independently verified the accuracy of the information provided by the City. We believe such sources are reliable and the information obtained to be reasonable and appropriate for the analysis undertaken and the conclusions reached. The conclusions contained in this report are as of the stated date, for a specific use and purpose, and made under specific assumptions and limiting conditions. The reader is cautioned and reminded that the conclusions presented in this report apply only as to the effective date indicated. Raftelis makes no warranty, expressed or implied, with respect to the opinions and conclusions contained in this report. Any statement in this report involving estimates or matters of opinion, whether or not specifically designated, are intended as such, and not as representation of fact.

Background

System development fees are one-time charges assessed to new water and/or sewer customers for their use of system capacity and serve as an equitable method by which to recover up-front system capacity costs from those using the capacity. North Carolina General Statute 162A Article 8 (“Article 8”) provides for the uniform authority to implement system development fees for public water and sewer systems in North Carolina and was passed by the North Carolina General Assembly and signed into law on July 20, 2017, and was modified by Session Law

2021-76 and House Bill 344, which was approved on July 2, 2021. According to the statute, system development fees are required to be adopted in accordance with the conditions and limitations of Article 8, and the fees are required to conform to the requirements set forth in the Article no later than July 1, 2018. In addition, the system development fees must also be prepared by a financial professional or licensed professional engineer, qualified by experience and training or education, who, according to the Article, shall:

- Document in reasonable detail the facts and data used in the analysis and their sufficiency and reliability.
- Employ generally accepted accounting, engineering, and planning methodologies, including the buy-in, incremental cost or marginal cost, and combined cost methods for each service, setting forth appropriate analysis to the consideration and selection of an approach appropriate to the circumstances and adapted as necessary to satisfy all requirements of the Article.
- Document and demonstrate the reliable application of the methodologies to the facts and data, including all reasoning, analysis, and interim calculations underlying each identifiable component of the system development fee and the aggregate thereof.
- Identify all assumptions and limiting conditions affecting the analysis and demonstrate that they do not materially undermine the reliability of conclusions reached.
- Calculate a final system development fee per service unit of new development and include an equivalency or conversion table for use in determining the fees applicable for various categories of demand.
- Consider a planning horizon of not less than five years, nor more than 20 years.
- Use the gallons per day per service unit that the local government unit applies to its water or sewer system engineering for planning purposes for water or sewer, as appropriate, in calculating the system development fee.

This letter report documents the results of the calculation of water and sewer system development fees for FY 2024 in accordance with these requirements. In general, system development fees are calculated based on (1) a cost analysis of the existing or planned infrastructure that is in place, or will be constructed, to serve new capacity demands, and (2) the existing or additional capacity associated with these assets. Article 8 is relatively explicit in the identification of infrastructure assets that may be included as part of the system development fee calculation, as the Article defines allowable assets to include the following types, as provided in Section 201: *“A water supply, treatment, storage, or distribution facility, or a wastewater collection, treatment, or disposal facility providing a general benefit to the area that facility serves and is owned or operated, or to be owned or operated, by a local governmental unit. This shall include facilities for the reuse or reclamation of water and any land associated with the facility.”*

Therefore, the method used to calculate system development fees for the City included system facility assets that satisfied this definition.

Article 8 references three methodologies that could be used to calculate system development fees. These include the buy-in method, the incremental cost method, and the combined cost method. A description of each of these methods is included in the following paragraphs:

Capacity Buy-In Method:

Under the Capacity Buy-In Method, a system development fee is calculated based on the proportional cost of each user’s share of existing system capacity. This approach is typically used when existing facilities can provide adequate capacity to accommodate future growth. The cost of capacity is derived by dividing the estimated value of existing facilities by the current capacity provided by existing facilities. Adjustments to the value of existing facilities are made for developer contributed assets, grant funds, and outstanding debt.

Incremental Cost Method:

Under the Incremental Cost (or Marginal Cost) Method, a system development fee is calculated based on a new customer's proportional share of the incremental future cost of system capacity. This approach is typically used when existing facilities have limited or no capacity to accommodate future growth. The cost of capacity is calculated by dividing the total cost of growth-related capital investments by the additional capacity provided as a result of the investments.

Combined Method:

Under the Combined Method, a system development fee is calculated based on the blended value of both the existing and expanded system capacity. As such, it is a combination of the Capacity Buy-In and Incremental Cost methods. This method is typically used when existing facilities provide adequate capacity to accommodate a portion of the capacity needs of new customers, but where significant investment in new facilities to address a portion of the capacity needs of future growth is also anticipated, or where some capacity is available in parts of the existing system, but incremental capacity will be needed for other parts of the system to serve new customers at some point in the future.

The Buy-In Method was used to calculate both the water and sewer system development fees for the City, since there are no significant capacity-adding projects planned in the City's 5-year capital improvement plan (CIP).

System Development Fee Calculation – Buy-In Approach

Step 1 – Estimate the Replacement Value of System Facilities and Apply Adjustments

A listing of fixed assets provided by the City, as of June 30, 2022, was reviewed and each individual asset was categorized into one of the categories shown in Table 1.

Table 1. Fixed Asset Categories

Water & Sewer System
Improvements/Buildings
Water/Sewer Lines
Water Plant
Equipment
Vehicles

Assets in categories identified as "Equipment" and "Vehicles" and several office building assets within "Improvements" were excluded from the calculation of system value as these assets were not specifically identified as allowable under Article 8.

Next, the replacement value of existing assets in allowable categories was estimated. Each asset's net book value was escalated to 2022 dollars based on the year the asset was purchased and the corresponding escalation factor for that year. Escalation factors for each year were developed using the Handy-Whitman index, which is an industry accepted method by which to value system facilities. The estimated RCNLD values for the water and sewer system assets allowable under Article 8 are summarized in Tables 2 and 3, respectively.

Table 2. Water System Value (RCNLD)

Description	RCNLD Value
Improvements/Building/Water Plants	\$16,379,023
Waterlines	\$165,269,969
Total	\$181,648,992

Table 3. Sewer System Value (RCNLD)

Description	RCNLD Value
Improvements/Buildings	\$1,366,488
Sewer lines	\$151,739,888
Total	\$153,106,376

As shown in Table 2, the RCNLD value of the water system was estimated to be approximately \$181.6 million, and, as shown in Table 3, the RCNLD value of the sewer system was estimated to be approximately \$153.1 million. Several additional adjustments were made to the estimated water and sewer system RCNLD values in accordance with Article 8, as described below.

Developer Contributed Assets:

The listing of fixed assets was reviewed to identify assets that were contributed, or paid for, by developers. The City tracks assets that were contributed by developers since 1986 and identifies them in the fixed asset information. These assets were subtracted from the RCNLD value, as these assets do not represent an investment in system capacity by the City. The value of contributed assets for water and sewer lines installed prior to 1986 was estimated, though these assets are minimal since the oldest water/sewer line with a net book value had an installation date of 1981. The total estimated RCNLD value of contributed water and sewer system assets was estimated to be approximately \$62.8 million and \$81.6 million for the water and sewer systems, respectively.

Construction Work in Progress:

The City has several growth-related projects that were completed in fiscal year 2023 or under construction and will be completed by the end of fiscal year 2023 for both the water and sewer systems. These projects have not yet been booked to fixed assets but were added to the total system values. The total construction work in progress for the water and sewer systems is approximately \$3.3 million and approximately \$0.78 million, respectively.

Debt Credit:

In calculating the system development fees for the City, a debt credit was included in the calculation. The debt credit is applied to reflect that a portion of the outstanding debt associated with system facilities could be repaid with water and sewer user charges and a portion could be repaid with system development fee revenues. The adjustment is made to prevent recovering the cost of the assets twice, once when assessing system development fees to new customers, and then again when these customers pay user charges. The City is using revenues from system development fees towards cash funding its capital improvement plan. As a result, the full outstanding debt service for both the water and the sewer system was used as the debt credit, which was approximately \$14.4 million for the water system and approximately \$4.5 million for the sewer system.

The resulting adjustments to the water and sewer RCNLD values are summarized in Table 4.

Table 4. Calculation of Buy-In Water and Sewer System Value

Description	Amount
Water System:	
System Facilities RCNLD	\$181,648,992
Less: Developer Contributed Assets	-62,804,711
Less: Credit for Outstanding Debt	-14,391,327
Plus: Construction in Progress	3,289,267
Net Water System Value	\$107,742,221
Sewer System:	
System Facilities RCNLD	\$153,106,376
Less: Developer Contributed Assets	-81,626,995
Less: Credit for Outstanding Debt	-4,512,044
Plus: Construction in Progress	778,780
Net Sewer System Value	\$67,746,118

Step 2 – Calculate the Unit Cost of System Capacity

The cost per unit of system capacity was calculated by dividing the adjusted RCNLD values (derived in Step 1) by the water and sewer system capacities. The City of Concord owns and operates two treatment plants, the Coddle Creek and the Hillgrove Water Treatment Facilities which have a rated capacity of 24 MGD. However, the raw water safe yields limit the capacity of these two plants to 13.64 MGD. The City also obtains 3 MGD of treated water from the City of Albemarle. The total treated water capacity of the system is 16.64 MGD (13.64 + 3.0). Therefore, the cost per unit of system capacity for the water system was calculated to be \$6.47 per gallon, per day (\$107.7 million ÷ 16.64 MGD).

The City of Concord conveys all of its sewer flow to the Rocky River Wastewater Treatment plant which is owned and operated by the Water and Sewer Authority of Cabarrus County (“WSACC”). The amount of current treatment capacity reserved by the City is estimated to be 16.4 MGD.¹

Step 3 – Estimate the Amount of Capacity Per Service Unit of New Development

Section 205 of Article 8 states that the system development fee calculation “...use the gallons per day per service unit that the local governmental unit applies to its water or sewer system engineering for planning purposes for water or sewer, as appropriate, in calculating the system development fee.” For the water system, one ERU of peak day capacity was defined to be 252 gallons per day (“GPD”). This amount was estimated based on information using recent US census information and information contained in the City of Concord Water System Master Plan prepared for the City.² This report states that the average per capita consumption per day from 2011 to 2019 for residential customers was estimated to be 55.2 GPD. The master plan documented that on average from 2007 to 2019 the system’s maximum day level of demand was 1.4 times its average day demand. In addition, the master plan documented the average water loss factor was 9%. The most recent US census information for City of Concord indicates the average number of people per household in the City of Concord is 2.85 people. Therefore, the peak

¹ This data was obtained from a technical memorandum prepared by Willis Engineers on November 17, 2021 regarding a wastewater flow evaluation conducted for the Water and Sewer Authority of Cabarrus County.

² City of Concord Water System Master Plan, prepared by Hazen, February, 2021.

day capacity requirement associated with one water service unit of new residential development was estimated to be 252 GPD based on the following calculation:

- Residential average per capita per day consumption is 55.2 gallons per day
- × People per household of 3 (rounded up from 2.85)
- × System peak day factor of 1.4
- × Water loss factor of 1.09
- = Maximum-day water capacity for *single-family* residential of 252 GPD

For the sewer system, one ERU of peak day capacity is based on an adjusted minimum daily sewage design flow rate of 160 gallons per day (“GPD”) for a 1 or 2-bedroom dwelling (single-family³ or multi-family⁴ dwelling). Each additional bedroom in the dwelling adds 80 gallons per day. The ERU for a *single-family* dwelling was established as 280 gpd (3.5 bedrooms), using the adjusted sewer flow gpd and the average number of bedrooms for single-family residences in WSACC’s service area as documented in a technical memorandum prepared for WSACC⁵.

Step 4 – Calculate the System Development Fee for One Single-Family Residential ERU

The system development fee for one Single-Family ERU was calculated by multiplying the unit cost of capacity from Step 2 by the capacity demanded by one ERU from Step 3. The calculations are provided in Table 5.

Table 5. Calculation of Water and Sewer System Development Fees for One Single-Family ERU

Description	Amount
Water System:	
Net System Value	\$107,742,221
System Capacity (MGD)	16.64
Unit Cost of Capacity (\$ / gallon per day)	\$6.47
Capacity Required for 1 ERU (gallons per day)	252.0
System Development Fee per Single-Family ERU	\$1,632
Sewer System:	
Net System Value	\$67,746,118
System Capacity (MGD)	16.4
Unit Cost of Capacity (\$ / gallon, per day)	\$4.14
Capacity Required for 1 ERU (gallons per day)	280.0
System Development Fee per Single-Family ERU	\$1,159

³ Residential Flow Approval Letter; North Carolina Department of Environmental Quality; December 20, 2021.

⁴ Residential Flow Approval Letter; North Carolina Department of Environmental Quality; February 1, 2022.

⁵ WSACC Wastewater Flow Rate Evaluation Technical Memorandum; Willis Engineers; November 17, 2021.

Step 5 – Scale the System Development Fees for Various Categories of Demand

The system development fees for various categories of demand associated with non-residential customers were scaled using water meter capacity ratios. The scaling factors were based on rated meter capacities for each meter size, as published by the American Water Works Association in Principles of Water Rates, Fees, and Charges, as shown in Table 6.⁶

Table 6. Meter Capacities and Scaling Factors by Meter Size

Meter Size	Rated Meter Capacity (gpm)	Scaling Factor
3/4"	30	1.0
1"	50	1.67
2"	160	5.33
4"	500	16.67
6"	1,000	33.33
8"	1,600	53.33
10"	4,200	140.0
12"	5,300	176.67

gpm = Gallons per minute

Maximum Cost Justified System Development Fees by Meter Size

The calculated water system development fee under the Buy-In Approach for a Single-Family water customer is \$1,632.00 and the calculated sewer system development fee for Single-Family sewer customer is \$1,159.00. The system development fees for various categories of demand for non-residential customers are scaled by applying the water meter capacity ratios shown in Table 6. The resulting water and sewer system development fees shown in Table 7 represent the maximum cost justified level of system development fees that can be assessed by meter size by the City of Concord per Article 8. If the City chooses to assess fees that are less than those shown in the table, the adjusted fee amounts should still reflect the scaling factors by meter size, as shown in Table 6.

Table 7. Water and Sewer System Development Fees by Meter Size

Meter Size	Water Fee	Sewer Fee
3/4"	\$1,632	\$1,159
1"	\$2,719	\$1,931
2"	\$8,702	\$6,180
4"	\$27,195	\$19,313
6"	\$54,389	\$38,625
8"	\$87,023	\$61,801
10"	\$228,434	\$162,227
12"	\$288,262	\$204,714

⁶ Manual of Water Supply Practices (M1), Principles of Water Rates, Fees, and Charges, American Water Works Association, 7th Edition, Table VII.2-5 on p. 338.

Maximum Cost Justified System Development Fees for Residential Customers

The City of Concord assesses the system development for residential customers on a *per unit* basis. To calculate the system development fee for multi-family customers, the ERU was adjusted to reflect the usage for a multi-family unit with one or two-bedrooms.

As mentioned previously, the average per capita per day water consumption for residential customers is 55.2 gallons per day. For multi-family units with one or two bedrooms, the ERU was estimated to be 168 gallons per day, as follows:

- Residential average per capita per day consumption is 55.2 gallons per day
- × People per household of 2 (1 or 2-bedroom units)
- × System peak day factor of 1.4
- × Water loss factor of 1.09
- = Maximum-day water capacity for a *multi-family* residential unit with one or two bedrooms is 168 GPD

As mentioned previously, for the sewer system, one ERU of peak day capacity is based on an adjusted minimum daily sewage design flow rate of 160 gallons per day (“GPD”) for a 1 or 2 single-family **or multi-family dwelling**. The sewer ERU for a *multi-family dwelling* with one or two bedrooms was established as 160 gpd.

The maximum sewer system development fees per unit for residential customers is shown below in Table 8.

Table 8. Calculation of Maximum System Development Fees per Residential Unit

Description	Amount
Water System Unit Cost of Capacity (\$ / gallon per day)	\$6.47
Capacity Required for 1 ERU (gallons per day) – Multi-Family (1 or 2 Bedrooms)	168.0
System Development Fee per ERU – Multi-Family (1 or 2 Bedrooms)	\$1,088
Capacity Required for 1 ERU (gallons per day) – Single-Family (or Multi-Family > 2 bedrooms)	252.0
System Development Fee per ERU – Single-Family (or Multi-Family > 2 bedrooms)	\$1,632
Sewer System Unit Cost of Capacity (\$ / gallon per day)	\$4.14
Capacity Required for 1 ERU (gallons per day) – Multi-Family (1 or 2 Bedrooms)	160.0
System Development Fee per ERU – Multi-Family (1 or 2 Bedrooms)	\$662.00
Capacity Required for 1 ERU (gallons per day) – Single-Family (or Multi-Family > 2 bedrooms)	280.0
System Development Fee per ERU – Single-Family (or Multi-Family > 2 bedrooms)	\$1,159

We appreciate the opportunity to assist the City of Concord with the calculation of its water and sewer system development fees. Should you have questions or need any additional information, please do not hesitate to contact me at 704-936-4436.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.

A handwritten signature in black ink that reads "Elaine Conti". The signature is written in a cursive, flowing style.

Elaine Conti
Executive Vice President

**FIRST AMENDMENT TO
ECONOMIC DEVELOPMENT AGREEMENT BETWEEN
CITY OF CONCORD and BOOTSMEAD LEASECO, LLC**

THIS FIRST AMENDMENT TO ECONOMIC DEVELOPMENT AGREEMENT BETWEEN CITY OF CONCORD and BOOTSMEAD LEASECO, LLC (this "Amendment") dated as of _____, 2023 is between **BOOTSMEAD LEASECO, LLC**, a Delaware limited liability company ("Company") authorized to conduct business in North Carolina (the "Company"), its successors and/or assigns, and the **CITY OF CONCORD, NORTH CAROLINA**, a North Carolina municipal corporation (the "City").

RECITALS

- A. Company and City entered into an Economic Development Agreement dated May 7, 2020 (the "Agreement"), under which City agreed to construct or cause to be constructed certain wastewater infrastructure on property owned by the Company and its affiliates. Under the Agreement, the City would initially fund the Phase 2 construction of the project and be reimbursed by a portion of land sales by the Company as described in the Agreement.
- B. Per the Agreement, Company and City are to agree on the Phase 2 Costs prior to construction. The Phase 2 Costs would then be established as the maximum threshold the Company would be required to contribute to the Escrow Account.
- C. Construction of Phase 2 has not started. In addition, Phase 2 is expected to be completed in two different parts, making it impossible to achieve approval of Phase 2 Costs prior to construction.
- D. Since executing the Agreement, the Company has sold land and contributed an amount to the Escrow Account that far exceeds the expected total Phase 2 Costs.
- E. Company and City desire to amend the Agreement by entering into this Amendment.

AGREEMENT

In consideration of the Recitals and the mutual agreements which follow, Company and City desire to enter into this Amendment and agree as follows:

- 1. Phase 2 Costs. Section II(A)(b) of the Agreement is amended to provide that the initial Phase 2 Costs is an estimated at Four Million Five Hundred Thousand Dollars (\$4,500,000). The parties agree this amount is different than the Phase 2 Reimbursement Costs which will be determined based on actually incurred and supported documentation. The Escrow Agent is authorized to release to the Company the amount currently in the Escrow Account in excess of \$4,500,000.
- 2. Approved Plans. Pursuant to Section II(B)(a) of the Agreement, the attached plans are approved.
- 3. Reimbursement by the Company: Section 4(C) of the Agreement is deleted in its entirety and replaced with the following:

Reimbursement by the Company of the Phase 2 Costs described in Section IV(b) shall be accomplished as follows: Within ten (10) business days after receipt by Escrow Agent of written notice from the Company that all of the conditions in Section IV(c)(i) have been fully satisfied, Escrow Agent shall disburse the Escrow Amount to the City. Following the

full satisfaction of all of the conditions in Section IV(c)(i), only if, and to the extent that, the Escrow Amount disbursed to the City is less than the Phase 2 Reimbursement Costs, the Company shall directly remit to the City an amount equal to fully reimburse the City for the Phase 2 Reimbursement Costs. For the avoidance of doubt, the Company shall not be required to pay any amounts to the City in excess of the Phase 2 Reimbursement Costs.

- i. As a condition precedent to the release of any of the Reimbursement Amount by the Escrow Agent and the Company to the City up to but not exceeding the Phase 2 Reimbursement Costs, each of the following shall have been fully satisfied (unless expressly waived by the Company):
 1. Certifications. The Company shall have received a statement or certification of the City's general contractor certifying that Phase 2 has been completed in accordance with, and as completed, comply with the Approved Plans and all applicable Legal Requirements.
 2. Inspection. A final satisfactory inspection of Phase 2 by a representative of the Company shall have been completed and the report thereof shall be satisfactory to the Company. The Company reserves the right to inspect Phase 2 at any time to ensure that the construction is being completed in accordance with the Approved Plans.
 3. No Liens. No mechanic's or materialmen's lien or other encumbrance shall have been filed and remain in effect against the Site or the Company, and the City shall have provided a final lien waiver and affidavit from the applicable general contractor and the City certifying that all bills for materials and services connected with Phase 2, including the Phase 2 Reimbursement Costs, and all mechanics' and materialmen's lien rights of which the certifying party has knowledge, have been paid or otherwise satisfied, together with evidence of payment of such costs and expenses satisfactory to the Company (if requested).
 4. Dedication. The Dedication shall have occurred.
4. Terms Unchanged; Recitals. Except as specifically stated above, all other terms and conditions of the Agreement shall be and remain unchanged and in full force and effect. The recitals above are hereby incorporated herein by reference.
5. Ratification. The Agreement is hereby ratified, approved, incorporated by reference herein and deemed to be in full force and effect in all respects, as amended by this Amendment.
6. Miscellaneous. All capitalized terms used in this Amendment and not defined in this Amendment shall have the meanings assigned to such terms, if any, in the Agreement. This Amendment may be executed in multiple counterparts, each of which counterparts, when executed by all of the parties hereto, shall constitute an original and be binding on such parties. Facsimile or PDF signatures shall be deemed original signatures for purposes of creating a binding Amendment.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be executed in their corporate names by their duly authorized officer, all of the day and year first above written.

<p>[SEAL]</p> <p>ATTEST:</p> <p>By: _____ Kim Deason, City Clerk</p>	<p>CITY OF CONCORD NORTH CAROLINA</p> <p>By: _____ William C. Dusch, Mayor</p> <p>DATE: _____</p>
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This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Jessica Jones, Finance Director
City of Concord, North Carolina
Date: _____

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
VaLerie Kolczynski, City Attorney

BOOTSMEAD LEASECO, LLC,
a Delaware limited liability company

By: Craft Capital, LLC, a Delaware limited liability company, its Managing Member

By: _____
Name: Mark Fiddes
Title: Investment Manager

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

I certify that the following person(s) personally appeared before me this day, each acknowledging to me that he or she signed the foregoing document:

_____.

Date: _____

Notary Public

Print Name: _____

[Official Seal]

My commission expires: _____

DENSITY AND DIMENSIONAL STANDARDS
TABLE 7.6.2 A - DIMENSIONAL STANDARDS

Zoning District	A	B	C	D	E	F	G
	Min. Lot Size (sq. ft.)	Max. Density (per acre)	Impervious Surface Ratio (2)	Min. Public Street Frontage (feet)	Min. Lot Width (feet)	Min. Lot Depth (feet)	Max. Building Height (feet)
AG**	43,560	1	-	30^	200	200	35
RE **	43,560	1	-	30^	150	150	35
RL**	20,000	2	-	15^	100	125	35
RM-1**	15,000	3	-	15^	75	125	35
RM-2**	10,000	4	-	15^	75	100	35
RV***	7,500	8	0.5	15^	50	100	35 (5)
RC***	5,000	15	0.5(6)	15^	50	100	35 (5)
R-CO ³	3,000	15	0.5	15	35	85	40
O-I	-	-	0.7	-	-	-	35
B-1	-	-	0.65	30^	50	100	50
CC	-	-	-	-	-	-	75 (4)
C-1	-	-	0.7	-	-	-	48
C-2	-	-	0.8	30^	50	100	48 (1)
I-1	-	-	0.8	30^	50	100	72
I-2	-	-	0.9	30^	50	100	72

NOTES:

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

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

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

^ See Section 5.5.

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

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

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

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

(5) In the districts where permitted, multi-family has a height limit of four (4) stories. When residential units are included in upper floors in C-2 zoning, the maximum C-2 height limits shall govern.

(6) May be increased to 0.6 for multi-unit projects that meet the definition of "infill" as specified in Article 14.

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

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

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

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

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

SECTION 1: That the following section of Concord Development Ordinance (CDO) Article 7 "Base Zoning Districts," Section 7.6 "Standards for Base Zoning Districts", Table 7.6.2.A "Dimensional Standards" be amended as follows:

DENSITY AND DIMENSIONAL STANDARDS
TABLE 7.6.2 A - DIMENSIONAL STANDARDS

Zoning District	A	B	C	D	E	F	G
	Min. Lot Size (sq. ft.)	Max. Density (per acre)	Impervious Surface Ratio (2)	Min. Public Street Frontage (feet)	Min. Lot Width (feet)	Min. Lot Depth (feet)	Max. Building Height (feet)
AG**	43,560	1	-	30^	200	200	35
RE **	43,560	1	-	30^	150	150	35
RL **	20,000	2	-	15^	100	125	35
RM-1**	15,000	3	-	15^	75	125	35
RM-2**	10,000	4	-	15^	75	100	35
RV***	7,500	8	0.5	15^	50	100	35 (5)
RC***	5,000	15	0.5(6)	15^	50	100	35 (5)
R-CO ³	3,000	15	0.5	15	35	85	40
O-I	-	-	0.7	-	-	-	35
B-1	-	-	0.65	30^	50	100	50
CC	-	-	-	-	-	-	75 (4)
C-1	-	-	0.7	-	-	-	48
C-2	-	-	0.8	30^	50	100	48 (1)
I-1	-	-	0.8	30^	50	100	72
I-2	-	-	0.9	30^	50	100	72

NOTES:

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

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

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

^ See Section 5.5.

- (1) Height may be increased by one foot for each one foot of additional building setback up to a maximum height of 200 feet. Setbacks for Mixed Use, PUD, PRD or similar type projects shall be measured from the overall project boundaries.
- (2) Developments following the low-density option (see §4.4.2-A) may not develop at a total impervious surface ratio greater than 0.24.
- (3) Dimensional requirements only applicable if not indicated on recorded final plat. See also Section 9.12.
- (4) Measured from the lowest level of the Fire Department vehicle access to the tallest finished floor level of the building.
- (5) In the districts where permitted, multi-family has a height limit of four (4) stories. When residential units are included in upper floors in C-2 zoning, the maximum C-2 height limits shall govern.
- (6) May be increased to 0.6 for multi-unit projects that meet the definition of "infill" as specified in Article 14.

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

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

Adopted in this April 13, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



DATE: March 21, 2023

CASE: TA-02-23 Text Amendment to Address Maximum Impervious Surface Cover In the RC Zoning District

PREPARED BY: Kevin Ashley, AICP –Deputy Planning Director

BACKGROUND

As the Commission is aware, the staff has been examining ways to facilitate infill development through such changes to the CDO as the townhome revisions. In the course of examining some of these changes, it appears that the maximum impervious surface cover requirements may be too restrictive for the development of some multi-unit developments.

For example, the development of a more desirable rear-load townhome product would likely have a higher impervious surface ratio than a front load product due to the alley/parking lot and the higher unit yield.

Staff is proposing a slight amendment to the Ordinance to allow an increase in the maximum impervious surface in the RC zoning district from 50% to 60% for multi-unit projects, provided that the project meets the definition of “infill” in Article 14. “Infill” is defined as “the development of new housing or other buildings on scattered vacant sites surrounded by developed areas.” This higher ratio would not be permissible for single family homes, and any subsequent project would still be required to meet minimum stormwater requirements for retention and/or treatment if applicable.

The amendment is in approval form for referral to Council.

AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 2.3 ACRES OF PROPERTY
LOCATED AT 3760 ZION CHURCH ROAD, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by the City of Concord, on April 13th, 2023 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on April 13, 2023 after due notice by The Independent Tribune on April 2nd, 2023; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 13th day of April 2023:

LYING AND BEING in No. 11 Township, Cabarrus County, North Carolina and lying on the westerly side of the sixty (60) foot public right of way for ZION CHURCH ROAD (a portion of the tract lies within the right of way) and being all of Lots Nos. 2 and 3 of the Minor Subdivision Plat for Aalice T. Starnes and being more particularly described as follows:

BEGINNING at a computed point located at the approximate centerline of the sixty (60) foot public right of way for ZION CHURCH ROAD, the front common corner with James T. Yarborough, nor or formerly, and thence with the common dividing line with James T. Yarborough for five (5) calls and distances: (1) S 52-52-06 W 32.30 feet to an iron pin found; thence (2) S 52-52-06 W 317.13 feet to an iron pin found; thence (3) N 29-30-00 W 19.98 feet to an iron pin found; thence (4) S 50-57-36 W 318.93 feet to an iron pin found; thence (5) S 28-59-00 E 10.00 feet to an iron pin found, a corner with Charles C. Yarbrough, now or formerly, thence with the common dividing line with Charles C. Yarbrough, S 51-01-00 W 322.75 feet to an iron pin found in the line of Cabarrus County Board of Education; thence with the common dividing line with the Cabarrus County Board of Education, N 07-42-00 W 230.47 feet to an iron pin found, a corner with David G. McClure (Deed Book 463, Page 691) and thence with the common dividing line with McClure, and passing iron pins found in line at 178.69 feet, and 343.25 feet, N 51-01-00 E a total distance of 408.48 feet to an iron pin found; thence with the common dividing line with Lot 1 for four (4) calls and distances: (1) S 28-58-51 E 164.44 feet to an iron pin found; thence (2) N 50-57-36 E 173.35 feet to an iron pin found; thence (3) S 29-30-00 E 20.96 feet to an iron pin found; thence (4) N 52-52-06 E 324.43 feet to a computed point at the approximate centerline of ZION CHURCH ROAD; thence a line within the right of way for ZION CHURCH ROAD, S 28-59-54 E 25.25 feet to a computed point, same being the POINT AND PLACE OF BEGINNING.

Subject to the sixty (60) foot public right of way for ZION CHURCH ROAD

SECTION 2. Upon and after the 13th day of April, 2023 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

SECTION 3. The Mayor of the City of Concord shall cause to be recorded in the office of the Register of Deeds of Cabarrus County, and in the Office of the Secretary of State in Raleigh, North Carolina, an accurate map of the annexed territory, described in Section 1 above, together with a duly certified copy of this ordinance. Such a map shall also be delivered to the County Board of Elections, as required by G.S. 163-288.1.

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

Adopted this 13th day of April 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City
Attorney



DATE: March 21, 2023
REZONING CASE #: Z-01-23
ACCELA: CN-RZZ-2023-00002
DESCRIPTION: Zoning Map Amendment
RC (Residential Compact) to C-2 (General Commercial)
APPLICANT/OWNER: Jacob Jordan
LOCATION: 1089 Gaither Pl NW
PIN#: 5611-75-1678
AREA: +/- 0.23 acres
ZONING: RC (Residential Compact)
PREPARED BY: Autumn C. James, Senior Planner

BACKGROUND

The subject property consists of one (1) parcel comprising +/- 0.23 acres on the south side of Davidson Hwy near the intersection of Central Dr NW. The property currently has one single-family residential building.

To the north of the property the zoning is RC (Residential Compact) and I-1 (Light Industrial) and the properties are vacant or single-family residential. The adjacent properties to the south and east are RC (residential compact) with single-family residences. To the west, the properties are zoned C-2 (General Commercial) and RC (Residential Compact) and contain auto sales and single family residences.

HISTORY

The property was annexed into the City effective June 30, 1992, as part of an involuntary annexation spanning from Davidson Hwy to Interstate 85. Jacob Jordan acquired the property by deed recorded in the Cabarrus County Register of Deeds Book 15564 Page 0331 on October 11, 2021.

SUMMARY OF REQUEST

The applicant is requesting to rezone the subject property from RC (Residential Compact) to C-2 (General Commercial) for an in-home daycare serving children with special needs.

Because the request is for straight zoning of C-2 (General Commercial) and not a conditional district, all permitted uses with the C-2 (General Commercial) zoning classification would be allowed on the site.

Existing Zoning and Land Uses (Subject Parcel)					
Current Zoning of Subject Property	Zoning Within 500 Feet		Land Uses(s) of Subject Property	Land Uses within 500 Feet	
RC (Residential Compact)	North	RC (Residential Compact) and I-1 (Light Industrial)	Residential	North	Vacant and Industrial
	South	RC (Residential Compact)		South	Single-family residential
	East	RC (Residential Compact)		East	Single-family residential
	West	C-2 (General Commercial) and RC (Residential Compact)		West	Commercial

COMPLIANCE WITH 2030 LAND USE PLAN

The 2030 Land Use Plan (LUP) designates the subject property as “Urban Neighborhoods (UN).” C-2 (General Commercial) is *not listed* a corresponding zoning district to the “Urban Neighborhoods” land use category, and therefore is not consistent with the land use plan. Approval of the rezoning would require a Land Use Plan amendment by City Council.

The corresponding zoning districts for the “Urban Neighborhoods” land use category are RM-1 (Residential Medium Density), RM-2 (Residential Medium Density), RV (Residential Village), RC (Residential Compact), PRD (Planned Residential Development District), C-1 (Light Commercial and Office), PUD (Planned Unit Development), TND (Traditional Neighborhood Development), and O-I (Office-Institutional), and R-CO (Residential County Originated)

From the 2030 Land Use Plan – “Urban Neighborhoods” (UN)

The Urban Neighborhood (UN) Future Land Use category includes a mix of moderate- to high-density housing options. These neighborhoods are relatively compact, and may contain one or more of the following housing types: small lot, single family detached, townhomes, condominiums, or apartments. The design and scale of development in an urban neighborhood encourages active living with a complete a comprehensive network of walkable streets. Cul-de-sacs are restricted to areas where topography, environment, or existing development makes other connections prohibitive. Lots at intersections of collector and arterial streets within or at

the edges of urban neighborhoods may support neighborhood- and community-serving, pedestrian-oriented commercial or service uses such as coffee shops, cafes, beauty salons and light retail. Drive-through uses may be appropriate if designed and located so they access side streets and do not compromise pedestrian safety. Non-residential and multi-family uses are typically developed with minimal street setbacks in the urban neighborhood future land use category.

Policy Guidance:

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

- *Monitor Land Use: Monitor existing, approved and planned land uses and compare development capacities with projected demands for all types of residential and non-residential development. The Future Land Use Map should provide adequate land to meet projected demands and provide market flexibility throughout the City.*

SUGGESTED STATEMENT OF CONSISTENCY

- The subject property is approximately +/- 0.23 acres and currently zoned RC (Residential Compact).
- The subject property was annexed into the City effective June 30, 1992.
- The proposed zoning is not consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) is not a corresponding zoning classification to the Urban Neighborhood Land Use Category. However, the subject property is located adjacent to other properties zoned commercial and industrial, and is located within close proximity to major thoroughfares. The zoning would be compatible with the adjacent C-2 (General Commercial) zoning to the west.
- The zoning amendment is reasonable and in the public interest as it is consistent with the existing zoning adjacent to the subject property and the adjacent commercial uses. The proposed zoning will allow for commercial uses to locate in the vicinity of the I-85 corridor.

SUGGESTED RECOMMENDATION AND CONDITIONS

The staff finds the zoning map amendment will also need a Land Use Plan Amendment to the 2030 Land Use Plan and staff has no objections to the petition. No conditions may be applied as the request is not for a “Conditional District.”

PROCEDURAL CONSIDERATIONS

This particular case is a rezoning, which under the CDO, is legislative in nature. Legislative hearings do not require the swearing or affirming of witnesses prior to testimony at the public hearing. As the request is not a Conditional District no conditions may be applied.

Drawn By: Autumn C. James
Return to: City of Concord ROD Box

CASE #: Z-01-23
PIN#: 5611-75-1678

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
OF THE CITY OF CONCORD, NORTH CAROLINA
FOR PROPERTY GENERALLY LOCATED AT 1089 GAITHER PL NW, CONCORD, NC

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

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

WHEREAS, the City of Concord, North Carolina, pursuant to the authority conferred by North Carolina General Statute, Chapter 160A, Art. 19, Session Laws of 1993, Chapter 247, House Bill 575 and Section 3.2.4.B.2 of the Concord Development Ordinance does hereby allow the Planning and Zoning Commission to be final approval authority for zoning changes of land, provided that at least three-fourths of the members present vote in the affirmative, and no appeal of the decision is taken; and

WHEREAS, Section 3.2.4.B.5 of the Concord Development Ordinance specifies that any person aggrieved by the decision of the Planning and Zoning Commission shall have the right to appeal the decision to the City Council within fifteen days of the decision of the Planning and Zoning Commission decision by giving written notice to the Administrator; and

WHEREAS, Section 3.2.4.B.2 of the Concord Development Ordinance specifies that a final approval decision shall not be in effect until the fifteen-day appeal period expires;

NOW, THEREFORE BE IT ORDAINED by the Planning and Zoning Commission of the City of Concord, North Carolina:

SECTION 1. That the P&Z Commission held a duly advertised public hearing on March 21, 2023. At the close of the public hearing, the P&Z Commission adopted the following "Statement of Zoning Consistency" as required by NC Gen Stat 160D-605.

- The subject property is approximately +/- 0.23 acres and currently zoned RC (Residential Compact).
- The subject property was annexed into the City effective June 30, 1992.
- The proposed zoning is not consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) is not a corresponding zoning classification to the Urban Neighborhood Land Use Category. However, the subject property is located adjacent to other properties zoned commercial and industrial, and is located within close proximity to major thoroughfares. The zoning would be compatible with the adjacent C-2 (General Commercial) zoning to the west.
- The zoning amendment is reasonable and in the public interest as it is consistent with the existing zoning adjacent to the subject property and the adjacent commercial uses. The proposed zoning will allow for commercial uses to locate in the vicinity of the I-85 corridor.

The P&Z Commission then voted to recommend approval of the map amendment for PIN 5611-75-1678 from RC (Residential Compact) to C-2 (General Commercial), and designate the property C (Commercial) in the 2030 Land Use Plan. Since the rezoning would result in a comprehensive plan amendment, it is forwarded to City Council for hearing with a recommendation from the Planning and Zoning Commission.

SECTION 2. That the City Council held a duly advertised public hearing on April 13, 2023. At the close of the public hearing, the City Council adopted the following "Statement of Zoning Consistency" as required by NC Gen. Stat 160D-605.

SUPPORTING APPROVAL

- The subject property is approximately +/- 0.23 acres and currently zoned RC (Residential Compact).
- The subject property was annexed into the City effective June 30, 1992.
- The proposed zoning is not consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) is not a corresponding zoning classification to the Urban Neighborhood Land Use Category. However, the subject property is located adjacent to other properties zoned commercial and industrial, and is located within close proximity to major thoroughfares. The zoning would be compatible with the adjacent C-2 (General Commercial) zoning to the west.
- The zoning amendment is reasonable and in the public interest as it is consistent with the existing zoning adjacent to the subject property and the adjacent commercial uses. The proposed zoning will allow for commercial uses to locate in the vicinity of the I-85 corridor.

SUPPORTING DENIAL

- The subject property is approximately +/- 0.23 acres and currently zoned RC (Residential Compact).

- The subject property was annexed into the City effective June 30, 1992.
- The proposed zoning is not consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) is not a corresponding zoning classification to the Urban Neighborhood Land Use Category. However, the subject property is located adjacent to other properties zoned commercial and industrial, and is located within close proximity to major thoroughfares. The zoning would be compatible with the adjacent C-2 (General Commercial) zoning to the west.
- The zoning amendment is not reasonable and not in the public interest as it is not consistent with the existing zoning adjacent to the subject property and the adjacent residential uses. The proposed zoning would represent an intrusion of commercial zoning into a residential neighborhood.

IF VOTE TO APPROVE

The City Council then voted to APPROVE the map amendment.

SECTION 3: That the Official Zoning Map is hereby amended by rezoning from City of Concord RC (Residential Compact) to City of Concord C-2 (General Commercial) the area described as follows and that the future land use designation of C (Commercial) is applied in the 2030 Land Use Plan:

IF VOTE TO DENY

SECTION 3: The City Council then voted to DENY the rezoning from City of RC (Residential Compact) to City of Concord C-2 (General Commercial) the area described as follows and that the future land use designation of C (Commercial) is applied in the 2030 Land Use Plan:

All that certain portion of, parcel or lot of land, lying and being in city of Concord, Cabarrus County, State of North Carolina, being more fully shown as designated on a boundary survey by CSC of NC, PC surveyors, dated March 8, 2023, and having the following metes and bounds, to wit:

BEGINNING AT IRON PIN SETTING ON PUBLIC RIGHT-OF-WAY OF GAITHER PLACE NW COMMON CORNER WITH N/F FRANCES M FORNEY AND BEEING 106.0' FROM INTERSECTION OF DAVIDSON HWY AND RUNNING ALONG RIGHT-OF-WAY OF GAITHER PL NW S 20°01'15"W FOR A DISTANCE OF 200.00' TO A IRON PIN, THENCE TURNING ALONG PROPERTY LINE OF N/F FRANCES M FORNEY N72°30'00"W FOR A DISTANCE OF 50.00' TO A IRON PIN AND THENCE TURNING ALONG PROPERTY OF N/F CSL N.C.SYSTME LP N20°01'15"E FOR A DISTANCE OF 200.00' TO A IRON PIN THENCE, TURNING ALONG THE PROPERTY LINE OF N/F FRANCES M FORNEY S72°30'00"E FOR A DISTANCE OF 50.00' TO POINT OF BEGINNING AND CONTAINING 0.23 ACRES. SAID PROPERTY AS DESCRIBED MAY BE SUBJECT TO ANY EASEMENT OR RIGHT-OF-WAYS.

IF APPROVED

SECTION 4. That the establishment of this district and subsequent issuance of Zoning Clearance Permits are hereby authorized.

SECTION 5. That the above described property shall be perpetually bound to the uses authorized in the Concord Development Ordinance, as such may be amended from time to time and as provided for under Article 3 of the Concord Development Ordinance.

SECTION 6. That the effective date hereof is the 13th day of April, 2023

Adopted this 13th day of April, 2023

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

IF DENIED

SECTION 4. That the establishment of this district and subsequent issuance of Zoning Clearance Permits are hereby not authorized.

SECTION 5. That the above described property shall be perpetually bound to the uses authorized in the Concord Development Ordinance, as such may be amended from time to time and as provided for under Article 3 of the Concord Development Ordinance.

SECTION 6. That the effective date hereof is the 13th day of April, 2023

Adopted this 13th day of April, 2023

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



DATE: March 21, 2023
REZONING CASE #: Z-01-23
ACCELA: CN-RZZ-2023-00002
DESCRIPTION: Zoning Map Amendment
RC (Residential Compact) to C-2 (General Commercial)
APPLICANT/OWNER: Jacob Jordan
LOCATION: 1089 Gaither Pl NW
PIN#: 5611-75-1678
AREA: +/- 0.23 acres
ZONING: RC (Residential Compact)
PREPARED BY: Autumn C. James, Senior Planner

BACKGROUND

The subject property consists of one (1) parcel comprising +/- 0.23 acres on the south side of Davidson Hwy near the intersection of Central Dr NW. The property currently has one single-family residential building.

To the north of the property the zoning is RC (Residential Compact) and I-1 (Light Industrial) and the properties are vacant or single-family residential. The adjacent properties to the south and east are RC (residential compact) with single-family residences. To the west, the properties are zoned C-2 (General Commercial) and RC (Residential Compact) and contain auto sales and single family residences.

HISTORY

The property was annexed into the City effective June 30, 1992, as part of an involuntary annexation spanning from Davidson Hwy to Interstate 85. Jacob Jordan acquired the property by deed recorded in the Cabarrus County Register of Deeds Book 15564 Page 0331 on October 11, 2021.

SUMMARY OF REQUEST

The applicant is requesting to rezone the subject property from RC (Residential Compact) to C-2 (General Commercial) for an in-home daycare serving children with special needs.

Because the request is for straight zoning of C-2 (General Commercial) and not a conditional district, all permitted uses with the C-2 (General Commercial) zoning classification would be allowed on the site.

Existing Zoning and Land Uses (Subject Parcel)					
Current Zoning of Subject Property	Zoning Within 500 Feet		Land Uses(s) of Subject Property	Land Uses within 500 Feet	
RC (Residential Compact)	North	RC (Residential Compact) and I-1 (Light Industrial)	Residential	North	Vacant and Industrial
	South	RC (Residential Compact)		South	Single-family residential
	East	RC (Residential Compact)		East	Single-family residential
	West	C-2 (General Commercial) and RC (Residential Compact)		West	Commercial

COMPLIANCE WITH 2030 LAND USE PLAN

The 2030 Land Use Plan (LUP) designates the subject property as “Urban Neighborhoods (UN).” C-2 (General Commercial) is *not listed* a corresponding zoning district to the “Urban Neighborhoods” land use category, and therefore is not consistent with the land use plan. Approval of the rezoning would require a Land Use Plan amendment by City Council.

The corresponding zoning districts for the “Urban Neighborhoods” land use category are RM-1 (Residential Medium Density), RM-2 (Residential Medium Density), RV (Residential Village), RC (Residential Compact), PRD (Planned Residential Development District), C-1 (Light Commercial and Office), PUD (Planned Unit Development), TND (Traditional Neighborhood Development), and O-I (Office-Institutional), and R-CO (Residential County Originated)

From the 2030 Land Use Plan – “Urban Neighborhoods” (UN)

The Urban Neighborhood (UN) Future Land Use category includes a mix of moderate- to high-density housing options. These neighborhoods are relatively compact, and may contain one or more of the following housing types: small lot, single family detached, townhomes, condominiums, or apartments. The design and scale of development in an urban neighborhood encourages active living with a complete a comprehensive network of walkable streets. Cul-de-sacs are restricted to areas where topography, environment, or existing development makes other connections prohibitive. Lots at intersections of collector and arterial streets within or at

the edges of urban neighborhoods may support neighborhood- and community-serving, pedestrian-oriented commercial or service uses such as coffee shops, cafes, beauty salons and light retail. Drive-through uses may be appropriate if designed and located so they access side streets and do not compromise pedestrian safety. Non-residential and multi-family uses are typically developed with minimal street setbacks in the urban neighborhood future land use category.

Policy Guidance:

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

- *Monitor Land Use: Monitor existing, approved and planned land uses and compare development capacities with projected demands for all types of residential and non-residential development. The Future Land Use Map should provide adequate land to meet projected demands and provide market flexibility throughout the City.*

SUGGESTED STATEMENT OF CONSISTENCY

- The subject property is approximately +/- 0.23 acres and currently zoned RC (Residential Compact).
- The subject property was annexed into the City effective June 30, 1992.
- The proposed zoning is not consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) is not a corresponding zoning classification to the Urban Neighborhood Land Use Category. However, the subject property is located adjacent to other properties zoned commercial and industrial, and is located within close proximity to major thoroughfares. The zoning would be compatible with the adjacent C-2 (General Commercial) zoning to the west.
- The zoning amendment is reasonable and in the public interest as it is consistent with the existing zoning adjacent to the subject property and the adjacent commercial uses. The proposed zoning will allow for commercial uses to locate in the vicinity of the I-85 corridor.

SUGGESTED RECOMMENDATION AND CONDITIONS

The staff finds the zoning map amendment will also need a Land Use Plan Amendment to the 2030 Land Use Plan and staff has no objections to the petition. No conditions may be applied as the request is not for a “Conditional District.”

PROCEDURAL CONSIDERATIONS

This particular case is a rezoning, which under the CDO, is legislative in nature. Legislative hearings do not require the swearing or affirming of witnesses prior to testimony at the public hearing. As the request is not a Conditional District no conditions may be applied.



DATE: February 21, 2023

REZONING CASE #: Z-24-22

ACCELA: CN-RZZ-2022-00014

DESCRIPTION: Zoning Map Amendment
RM-2 (Residential Medium Density) to C-2 (General Commercial)

APPLICANT/OWNER: Heaven Properties LLC

LOCATION: 2508 Poplar Tent Rd.

PIN#s: 5610-79-4253

AREA: +/- 3.7 acres

PREPARED BY: Autumn C. James, Senior Planner

BACKGROUND

The subject property consists of one (1) parcel comprising approximately 3.7 acres on the north side of Poplar Tent Rd.

To the north of the property the zoning is RM-2 (Residential Medium Density), and the properties to the north are single-family residential or vacant. The adjacent property to the east is zoned as O-I (Office-Institutional District) and is vacant. The properties to the south and west are zoned as RM-2 (Residential Medium Density) and contain single-family residential homes.

HISTORY

The property was annexed into the City on December 31, 1995, and has been occupied by a single family residence since 1959. Heaven Properties, LLC acquired the property by deed recorded in Cabarrus County Register of Deeds Book 15852 Page 195 on February 16, 2022.

SUMMARY OF REQUEST

The applicant is requesting to rezone the subject property from RM-2 (Residential Medium Density) to C-2 (General Commercial) for future commercial use.

This request is for straight zoning of C-2 (General Commercial) and not a conditional district, therefore, all permitted uses with the C-2 (General Commercial) zoning classification would be allowed on the site.

Existing Zoning and Land Uses (Subject Parcel)					
Current Zoning of Subject Property	Zoning Within 500 Feet		Land Uses(s) of Subject Property	Land Uses within 500 Feet	
RM-2 (Residential Medium Denisty)	North	RM-2 (Residential Medium Denisty)	Single Family Residential	North	Single-family residential & vacant
	South	RM-2 (Residential Medium Denisty)		South	Single-family residential
	East	O-I (Office-Institutional District)		East	Single Family Residential and Vacant
	West	RM-2 (Residential Medium Denisty)		West	Single-family residential

COMPLIANCE WITH 2030 LAND USE PLAN

The 2030 Land Use Plan (LUP) designates the subject property as “Commercial” for which C-2 (General Commercial) is listed as a corresponding zoning district.

From the 2030 Land Use Plan – “Commercial”:

The Commercial Future Land Use category includes a mix of commercial land use types. While these areas continue to support additional commercial development and redevelopment, much of the new commercial development should be concentrated within the Mixed-Use Activity Centers and Village Centers. Strip commercial development along major corridors is discouraged in the 2030 Plan. Instead, commercial development integrated into Mixed-Use Activity Centers at key intersections is desired. Areas designated as Commercial are intended to represent those that include a variety of commercial uses at different intensities, including large scale malls, lifestyle centers, and community shopping centers.

Policy Guidance:

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

SUGGESTED STATEMENT OF CONSISTENCY

- The subject property is approximately +/- 3.7 acres and is zoned City of Concord RM-2 (Residential Medium Density).
- The property was annexed into the City on December 31, 1995.
- The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) is a corresponding zoning classification to the Commercial Land Use Category.
- The zoning amendment is reasonable and in the public interest as it is consistent with the existing zoning surrounding the subject property and the adjacent commercial uses.

SUGGESTED RECOMMENDATION AND CONDITIONS

The staff finds the zoning map amendment consistent 2030 Land Use Plan and staff has no objections to the petition.

PROCEDURAL CONSIDERATIONS

This particular case is a rezoning, which under the CDO, is legislative in nature. Legislative hearings do not require the swearing or affirming of witnesses prior to testimony at the public hearing. As the request is not a Conditional District no conditions may be applied.



Application for
Zoning Map Amendment

(Please type or print)

Applicant Name, Address, Telephone Number and email address: _____
Heaven Properties LLC, 4600 NC Hwy 49 S, Harrisburg NC 28075 (heavenproperties@hotmail.com)
C/O - Carlos Moore Architect PA, 222 Church St NE, Concord NC 28025 (704-788-8333)
~~vmoores@cmooresarch.com~~

Owner Name, Address, Telephone Number: Heaven Properties, LLC, 4600 NC Hwy 49S
Harrisburg NC 28075 (704-312-5183)

Project Location/Address: 2508 Poplar Tent RD, Concord NC

P.I.N.: 5610-79-4253

Area of Subject Property (acres or square feet): 3.7 acres

Lot Width: 340 Lot Depth: 452

Current Zoning Classification: RM-2

Proposed Zoning Classification: C-2

Existing Land Use: vacant residential

Future Land Use Designation: commercial

Surrounding Land Use: North vacant RM-2 South RM-2

East O-I West RM-2

Reason for request: To develop small retail or commercial space or office space

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

Staff member signature: _____ Date: _____



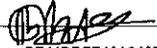
Application for
Zoning Map Amendment

Certification

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

Date: 12/5/2022

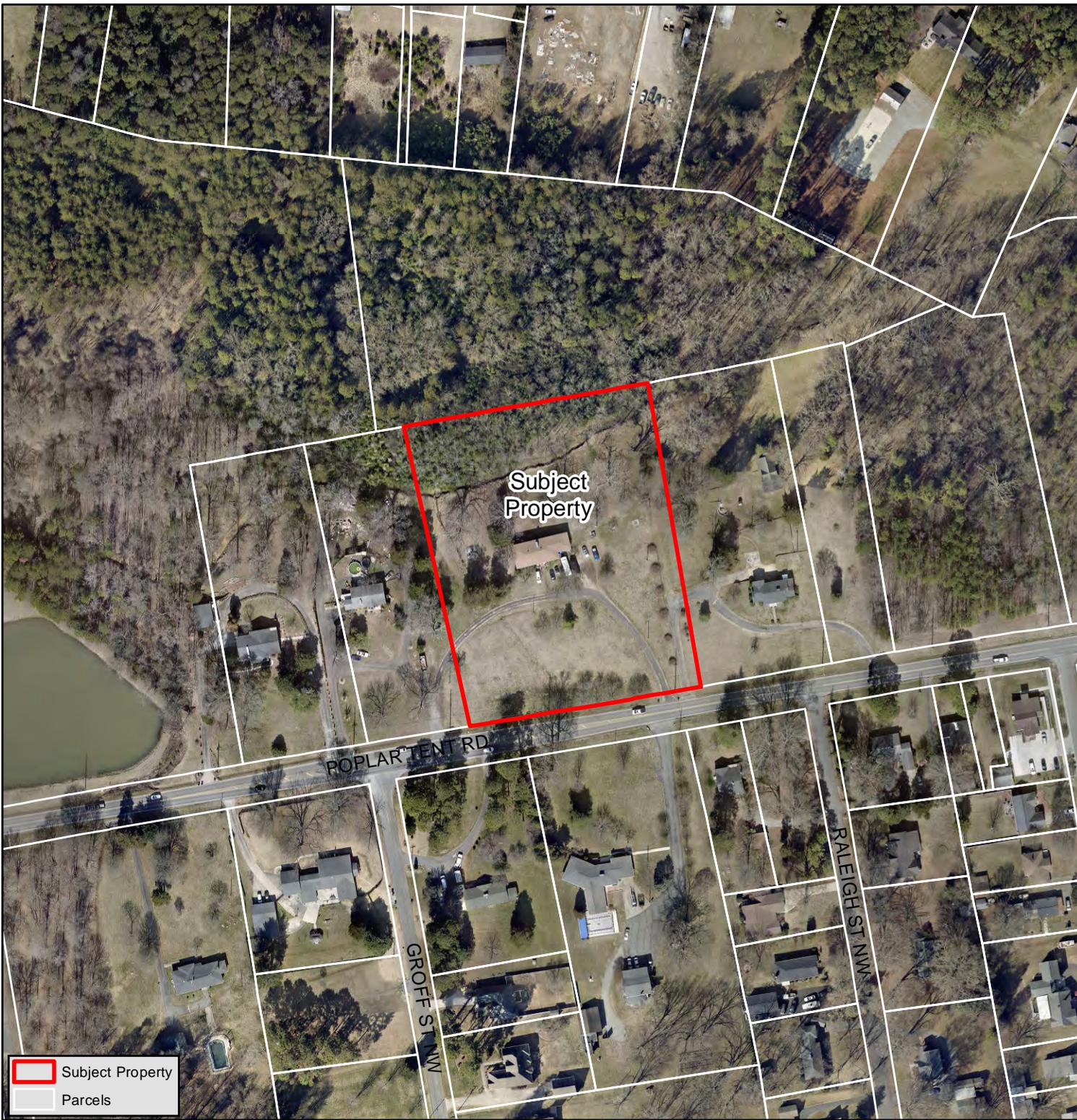
Applicant Signature: DocuSigned by:
Virginia Moore
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Property Owner or Agent of the Property Owner Signature: DocuSigned by:

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**Z-24-22
AERIAL**

**Rezoning application
RM-2 (Residential Medium Density)
to
C-2 (General Commercial)**

2508 Poplar Tent Rd
PIN: 5610-79-4253



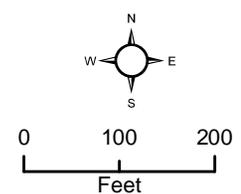
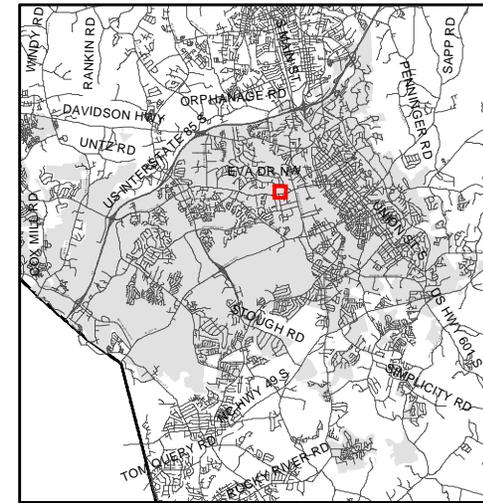
Subject
Property

ROPLAR TENT RD

GROFF ST NW

RALEIGH ST NW

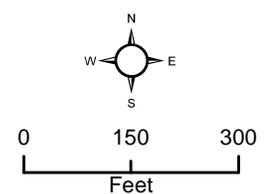
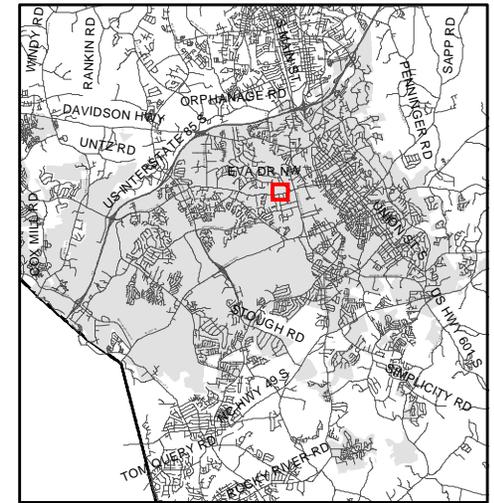
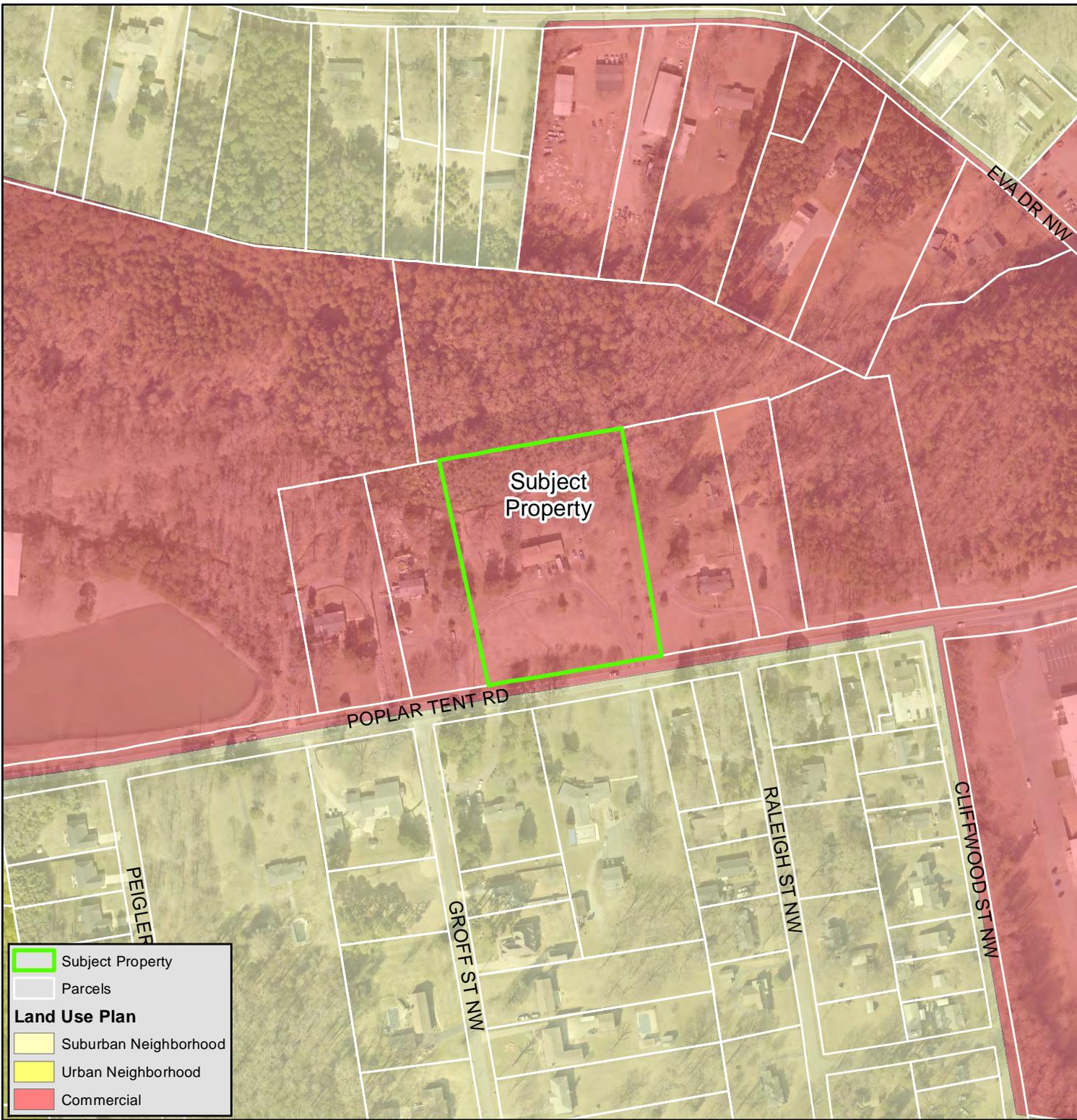
 Subject Property
 Parcels



**Z-24-22
LAND USE PLAN**

**Rezoning application
RM-2 (Residential Medium Density)
to
C-2 (General Commercial)**

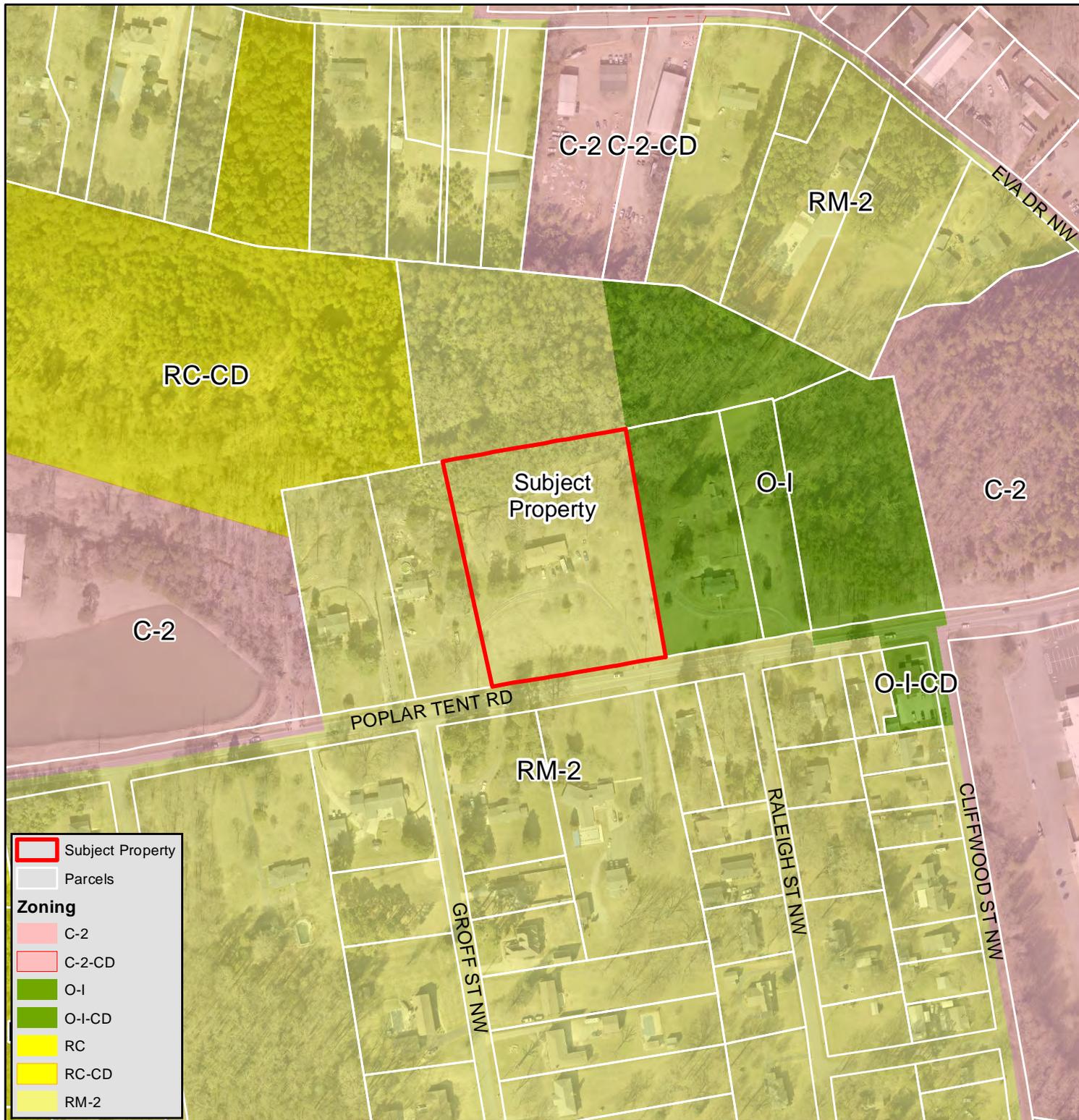
2508 Poplar Tent Rd
PIN: 5610-79-4253



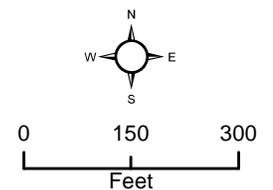
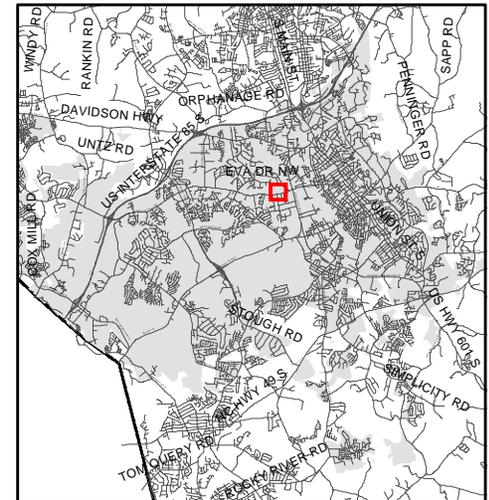
**Z-24-22
ZONING**

**Rezoning application
RM-2 (Residential Medium Density)
to
C-2 (General Commercial)**

2508 Poplar Tent Rd
PIN: 5610-79-4253



	Subject Property
	Parcels
Zoning	
	C-2
	C-2-CD
	O-I
	O-I-CD
	RC
	RC-CD
	RM-2



Drawn By: Autumn C. James
Return to: City of Concord ROD Box

PIN#: 5610-79-4253
CASE #: Z-24-22

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
OF THE CITY OF CONCORD, NORTH CAROLINA
FOR PROPERTY LOCATED AT 2508 POPLAR TENT ROAD, CONCORD, NC

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

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

WHEREAS, the City of Concord, North Carolina, pursuant to the authority conferred by North Carolina General Statute, Chapter 160A, Art. 19, Session Laws of 1993, Chapter 247, House Bill 575 and Section 3.2.4.B.2 of the Concord Development Ordinance does hereby allow the Planning and Zoning Commission to be final approval authority for zoning changes of land, provided that at least three-fourths of the members present vote in the affirmative, and no appeal of the decision is taken; and

WHEREAS, NCGS 160D-501 and 160D-605 require that comprehensive plan map amendments be considered in a legislative fashion consistent with the manner in which text amendments are considered, and this authority has not been delegated to the City of Concord Planning and Zoning Commission; and

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

SECTION 1. That the P&Z Commission held a duly advertised public hearing on February 21, 2023. At the close of the public hearing, the P&Z Commission adopted the following "Statement of Zoning Consistency" as required by NC Gen Stat 160D-604-605.

- The subject property is approximately +/- 3.7 acres and is zoned City of Concord RM-2 (Residential Medium Density).

- The subject property was annexed on December 31, 1995.
- The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) is a corresponding zoning classification to the Commercial Land Use Category.
- The zoning amendment is not reasonable and in the public interest as it is inconsistent with the existing zoning surrounding the subject property and the adjacent residential uses.

The P&Z Commission then voted to DENY the map amendment. Based upon Section 3.2.5 of the CDO and Session Law 1993, Chapter 247, House Bill 575, a denial is forwarded to City Council for hearing at their next available meeting date.

SECTION 2. That the City Council held a duly advertised public hearing on April 13, 2023. At the close of the public hearing, the City Council adopted the following "Statement of Zoning Consistency" as required by NC Gen. Stat 160D-605.

SUPPORTING DENIAL

- The subject property is approximately +/- 3.7 acres and is zoned City of Concord RM-2 (Residential Medium Density).
- The subject property was annexed on December 31, 1995.
- The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) is a corresponding zoning classification to the Commercial Land Use Category.
- The zoning amendment is not reasonable and in the public interest as it is inconsistent with the existing zoning surrounding the subject property and the adjacent residential uses.

SUPPORTING APPROVAL

- The subject property is approximately +/- 3.7 acres and is zoned City of Concord RM-2 (Residential Medium Density).
- The subject property was annexed on December 31, 1995.
- The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) is a corresponding zoning classification to the Commercial Land Use Category.
- The zoning amendment is reasonable and in the public interest as it is consistent with the existing surrounding the subject property and the adjacent commercial uses.

IF VOTE TO DENY

SECTION 3: The City Council then voted to DENY the map amendment by a majority. That the Official Zoning Map is hereby not amended by the City of Concord City Council, and the parcel remains Residential Medium Density (RM-2) for the area described as follows:

IF VOTE TO APPROVE

SECTION 3: The City Council then voted to APPROVE the map amendment by a majority. That the Official Zoning Map is hereby amended by rezoning from City of Concord Residential Medium Density (RM-2) to General Commercial (C-2) for the areas described as follows:

BEING A 3.71 ACRE PARCEL ON THE NORTH SIDE OF POPLAR TENT ROAD, (SR#1394) LYING AND BEING IN THE CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA BEING LOTS 47 THROUGH 60, "WESTOVER" MAP 1 MAP BOOK (MB) 6 PAGE (PG) 71 AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

POINT OF ORIENTATION BEING A NORTH CAROLINA GEODETIC MONUMENT NAMED "LAKESHORE" HAVING COORDINATES OF N:612,074.80FT-E:1,518,683.66FTNAD 83 (2011); THENCE FROM SAID MONUMENT S 23-14-49 W – 2794.39' TO THE POINT OF BEGINNING BEING AN EXISTING #4 REBAR HAVING GRID COORDINATES OF N: 609,507.32FT – E: 1,517,580.75FTNAD 83 (2011) AND BEING THE REAR CORNER OF LOTS 60 AND 61, "WESTOVER" MAP 1, MB 6 PG 71; THENCE WITH SAID LINE OF LOTS 60-61 S 8-19-09 E – 457.27' TO A #4 REBAR, THE FRONT CORNER OF SAID LOTS 60-61 AND BEING ON THE NORTHERN EDGE OF THE 60' PUBLIC R/W FOR POPLAR TENT ROAD (SR# 1394); THENCE WITH SAID R/W S 79-37-09 W – 349.96' TO A NEW REBAR SET (NIP), THE FRONT CORNER OF LOTS 46-47, "WESTOVER" MB 6 PG 71; THENCE LEAVING SAID R/W AND WITH SAID LINE OF LOTS 46-47 N 8-45-25 W – 461.30' TO THE REAR CORNER OF SAID LOTS 46-47; THENCE WITH THE REAR LINE OF LOTS 47-60 N 80-17-27 E – 353.36' TO THE POINT OF BEGINNING; CONTAINING 3.71 ACRES AND SHOWN ON A SURVEY BY HARRISBURG SURVEYING, DATED JULY 15, 2022, JOB# 220703

IF APPROVED

SECTION 4. That the establishment of this district and subsequent issuance of Zoning Clearance Permits are hereby authorized.

SECTION 5. That the above described property shall be perpetually bound to the uses authorized in the Concord Development Ordinance, as such may be amended from time to time and as provided for under Article 3 of the Concord Development Ordinance.

SECTION 6. That the effective date hereof is the 13th day of April, 2023

Adopted this 13th day of April 2023

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

IF DENIED

Adopted this 13th day of April 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

APPROVED AS TO FORM:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Z-24-22 2508 Poplar Tent Rd.

Statement of Reasonableness and Consistency for Denial (from P&Z)

The subject property is approximately +/- 3.7 acres and is zoned City of Concord RM-2 (Residential Medium Density).

The subject property was annexed into the City on December 31, 1995.

The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) and is a corresponding zoning classification to the Commercial Land Use Category.

The zoning amendment is not reasonable and in the public interest as it is inconsistent with the existing zoning surrounding the subject property and the adjacent residential uses.

Possible Statement of Consistency if City Council to Approve Request

The subject property is approximately +/- 3.7 acres and is zoned City of Concord RM-2 (Residential Medium Density).

The subject property was annexed into the City on December 31, 1995.

The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as C-2 (General Commercial) and is a corresponding zoning classification to the Commercial Land Use Category.

The zoning amendment is reasonable and in the public interest as it is consistent with the existing zoning surrounding the subject property and the adjacent commercial uses.

OFFER TO PURCHASE AND CONTRACT

For valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, Buyer offers to purchase and Seller upon acceptance agrees to sell and convey the Property on the terms and conditions of this Offer To Purchase and Contract and any addendum or modification made in accordance with its terms (together the "Contract").

1. TERMS AND DEFINITIONS: The terms listed below shall have the respective meaning given them as set forth adjacent to each term.

(a) "Seller": J. Alex Hamilton and wife, Cammie W. Hamilton

(b) "Buyer": City of Concord, a North Carolina municipal corporation

(c) "Property": The Property shall include all that real estate described below together with all appurtenances thereto including the improvements located thereon and the fixtures and personal property listed in Paragraphs 2 and 3 below.

The Property will will not include a manufactured (mobile) home(s). (If a manufactured home(s) is included, Buyer and Seller should include the Manufactured (Mobile) Home provision in the Additional Provisions Addendum (Standard Form 2A11-T) with this offer.)

228 McGill Avenue NW, Concord, NC 28025

Legal Description: Metes and Bounds, off Allison Street and McGill Avenue NW

PIN: 5621-30-7349, Tax ID No. 12-012-0005.

Property labeled as "Third Tract" in Deed Book 13074, at Page 342, Cabarrus County Registry.

234, 238 and 240 McGill Avenue NW, Concord, NC 28025

Legal Description: Metes and Bounds, 0.13 Acres off of Allison Street and McGill Avenue NW

PIN: 5621-30-6319, Tax ID No. 12-*013-0069.00

Property is labeled as "Second Tract" in Deed Book 13074, at Page 342, Cabarrus County Registry.

Vacant Lot, Rear of 234, 238, and 240 McGill Avenue NW

Legal Description: Metes and Bounds, 0.28 Acres off of Freeze Avenue and Allison Street

PIN: 5621-30-5459, Tax ID No. 12-013-0079.14

Property is labeled as "Fourth Tract" in Deed Book 13074, at Page 342, Cabarrus County Registry.

(d) "Purchase Price":

\$ 200,000.00

\$ 0.00

\$ 0.00

\$ _____

\$ 200,000.00

paid in U.S. Dollars upon the following terms:

BY DUE DILIGENCE FEE made payable and delivered to Seller by the Effective Date by cash personal check official bank check wire transfer

electronic transfer (specify payment service: _____)

BY INITIAL EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) by cash personal check official bank check wire transfer, electronic transfer within five (5) days of the Effective Date of this Contract.

BY (ADDITIONAL) EARNEST MONEY DEPOSIT made payable and delivered to Escrow Agent named in Paragraph 1(f) no later than 5 p.m. on _____,

TIME BEING OF THE ESSENCE by cash official bank check wire transfer

electronic transfer

BALANCE of the Purchase Price in cash at Settlement (some or all of which may be paid with the proceeds of a new loan)

NOTE: If the parties agree that Buyer will pay any fee or deposit described above by electronic or wire transfer, Seller agrees to cooperate in effecting such transfer, including the establishment of any necessary account and providing any necessary information to Buyer, provided, however, Buyer shall be responsible for additional costs, if any, associated with such transfer.

JA Curt 75

Should Buyer fail to deliver either the Due Diligence Fee or any Initial Earnest Money Deposit by their due dates, or should any check or other funds paid by Buyer be dishonored, for any reason, by the institution upon which the payment is drawn, Buyer shall have one (1) banking day after written notice to deliver cash, official bank check, wire transfer or electronic transfer to the payee. In the event Buyer does not timely deliver the required funds, Seller shall have the right to terminate this Contract upon written notice to Buyer, and Seller shall be entitled to recover the Due Diligence Fee together with all Earnest Money Deposit paid or to be paid in the future. In addition, Seller may be entitled to recover reasonable attorney fees and court costs. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Earnest Money Deposit or Due Diligence Fee.

(c) "**Earnest Money Deposit**": The Initial Earnest Money Deposit, the Additional Earnest Money Deposit and any other earnest monies paid or required to be paid in connection with this transaction, collectively the "Earnest Money Deposit", shall be deposited promptly and held in escrow by Escrow Agent until Closing, at which time it will be credited to Buyer, or until this Contract is otherwise terminated. In the event: (1) this offer is not accepted; or (2) a condition of any resulting contract is not satisfied, then the Earnest Money Deposit shall be refunded to Buyer. See paragraph 23 for remedies in the event of breach of this Contract.

(f) "**Escrow Agent**" (insert name): _____
Buyer and Seller consent to disclosure by the Escrow Agent of any material facts pertaining to the Earnest Money Deposit to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(g) "**Effective Date**": The date that: (1) the last one of Buyer and Seller has signed or initialed this offer or the final counteroffer, if any, and (2) such signing or initialing is communicated to the party making the offer or counteroffer, as the case may be. The parties acknowledge and agree that the initials lines at the bottom of each page of this Contract are merely evidence of their having reviewed the terms of each page, and that the complete execution of such initials lines shall not be a condition of the effectiveness of this Agreement.

(h) "**Due Diligence**": Buyer's opportunity to investigate the Property and the transaction contemplated by this Contract, including but not necessarily limited to the matters described in Paragraph 4 below, to decide whether Buyer, in Buyer's sole discretion, will proceed with or terminate the transaction.

(i) "**Due Diligence Fee**": A negotiated amount, if any, paid by Buyer to Seller with this Contract for Buyer's right to terminate the Contract for any reason or no reason during the Due Diligence Period. It shall be the property of Seller upon the Effective Date and shall be a credit to Buyer at Closing. The Due Diligence Fee shall be non-refundable except in the event of a material breach of this Contract by Seller, or if this Contract is terminated under Paragraph 23(b) or as otherwise provided in any addendum hereto. Buyer and Seller each expressly waive any right that they may have to deny the right to conduct Due Diligence or to assert any defense as to the enforceability of this Contract based on the absence or alleged insufficiency of any Due Diligence Fee, it being the intent of the parties to create a legally binding contract for the purchase and sale of the Property without regard to the existence or amount of any Due Diligence Fee. See paragraph 23 for a party's right to attorneys' fees incurred in collecting the Due Diligence Fee.

(j) "**Due Diligence Period**": The period beginning on the Effective Date and extending through 5:00 p.m. on May 11th, 2023, *TIME BEING OF THE ESSENCE*.

(k) "**Settlement**": The proper execution and delivery to the closing attorney of all documents necessary to complete the transaction contemplated by this Contract, including the deed, settlement statement, deed of trust and other loan or conveyance documents, and the closing attorney's receipt of all funds necessary to complete such transaction.

(l) "**Settlement Date**": The parties agree that Settlement will take place on or before May 15, 2023, time being of the essence (the "Settlement Date"), unless otherwise agreed in writing, at a time and place designated by Buyer.

NOTE: See paragraph 12, **DELAY IN SETTLEMENT/CLOSING** for conditions under which Settlement may be delayed.

(m) "**Closing**": The completion of the legal process which results in the transfer of title to the Property from Seller to Buyer, which includes the following steps: (1) the Settlement (defined above); (2) the completion of a satisfactory title update to the Property following the Settlement; (3) the closing attorney's receipt of authorization to disburse all necessary funds; and (4) recordation in the appropriate county registry of the deed(s) and deed(s) of trust, if any, which shall take place as soon as reasonably possible for the closing attorney after Settlement. Upon Closing, the proceeds of sale shall be disbursed by the closing attorney in accordance with the settlement statement and the provisions of Chapter 45A of the North Carolina General Statutes. If the title update should reveal unexpected liens, encumbrances or other title defects, or if the closing attorney is not authorized to disburse all necessary funds, then the Closing shall be suspended and the Settlement deemed delayed under Paragraph 12 (Delay in Settlement/Closing).


76

(b) **Specified Items:** Buyer and Seller agree that the following items, if present on the Property on the date of the offer, shall be included in the sale as part of the Purchase Price free of liens, unless excluded in subparagraphs (d) or (e) below. ALL ITEMS LISTED BELOW INCLUDE BOTH TRADITIONAL AND "SMART" VERSIONS AND ANY EXCLUSIVELY DEDICATED, RELATED EQUIPMENT AND/OR REMOTE CONTROL DEVICES.

- Alarm and security systems (attached) for security, fire, smoke, carbon monoxide or other toxins with all related access codes, sensors, cameras, dedicated monitors, hard drives, video recorders, power supplies and cables; doorbells/chimes
- All stoves/ranges/ovens; built-in appliances; attached microwave oven; vent hood
- Antennas; satellite dishes and receivers
- Basketball goals and play equipment (permanently attached or in-ground)
- Ceiling and wall-attached fans; light fixtures (including existing bulbs)
- Fireplace insert; gas logs or starters; attached fireplace screens; wood or coal stoves
- Floor coverings (attached)
- Garage door openers
- Generators that are permanently wired
- Invisible fencing with power supply
- Landscape and outdoor trees and plants (except in moveable containers); raised garden; landscape and foundation lighting; outdoor sound systems; permanent irrigation systems; rain barrels; landscape water features; address markers
- Mailboxes; mounted package and newspaper receptacles
- Mirrors attached to walls, ceilings, cabinets or doors; all bathroom wall mirrors
- Storage shed; utility building
- Swimming pools; spas; hot tubs (excluding inflatable pools, spas, and hot tubs)
- Solar electric and solar water heating systems
- Sump-pumps, radon fans and crawlspace ventilators; de-humidifiers that are permanently wired
- Surface-mounting brackets for television and speakers; recess-mounted speakers; mounted intercom system
- Thermostats
- Water supply equipment, including filters, conditioning and softener systems; re-circulating pumps; well pumps and tanks
- Window/Door blinds and shades, curtain/drapery rods and brackets, door and window screens and combination doors, awnings and storm windows

(c) **Unpairing/deleting data from devices:** Prior to Closing, Seller shall "unpair" any devices that will convey from any personal property devices (hubs, intelligent virtual assistants, mobile devices, vehicles, etc.) with which they are paired, delete personal data from any devices that will convey, and restore all devices to factory default settings unless otherwise agreed. Seller's obligations under this paragraph 2(c) shall survive Closing.

NOTE: ANY FIXTURE OR OTHER ITEM DESCRIBED IN SUBPARAGRAPHS (a) AND (b) THAT WILL NOT BE A PART OF THE SALE SHOULD BE IDENTIFIED IN SUBPARAGRAPHS (d) OR (e), AS APPLICABLE.

(d) **Items Leased or Not Owned:** Any item which is leased or not owned by Seller, such as antennas, satellite dishes and receivers, appliances, and alarm and security systems must be identified here and shall not convey:

In addition, any leased fuel tank identified in paragraph 7(d) shall not convey.

(e) **Other Items That Do Not Convey:** The following items shall not convey (*identify those items to be excluded under subparagraphs (a) and (b)*): _____

Seller shall repair any damage caused by removal of any items excluded above.

3. **PERSONAL PROPERTY:** The following personal property present on the Property on the date of the offer shall be transferred to Buyer at closing at no value: N/A

(n) "Special Assessments": A charge against the Property by a governmental authority in addition to ad valorem taxes and recurring governmental service fees levied with such taxes, or by an owners' association in addition to any regular assessment (dues), either of which may be a lien against the Property. *This is also inclusive any and all CODE ENFORCEMENT penalties, current or acquired after the date of the contract, against all three properties described under 1(c). (i.e - CNCE2021-00797 & CNCE2021-00793).*

WARNING: The North Carolina State Bar has determined that the performance of most acts and services required for a closing constitutes the practice of law and must be performed only by an attorney licensed to practice law in North Carolina. State law prohibits unlicensed individuals or firms from rendering legal services or advice. Although non-attorney settlement agents may perform limited services in connection with a closing, they may not perform all the acts and services required to complete a closing. A closing involves significant legal issues that should be handled by an attorney. Accordingly, it is the position of the North Carolina Bar Association and the North Carolina Association of REALTORS® that all buyers should hire an attorney licensed in North Carolina to perform a closing.

2020 thru 2021 Taxes are delinquent to the County of Cabarrus Tax Collector. The Sellers entered into a payment agreement with the Cabarrus County Tax Collector in November 2022 for the acceptance of installment payments in the amount of \$3500.00 per month, due and payable in November 2022 and paid each month until all taxes real property taxes due and delinquent are paid in full.

2. FIXTURES AND EXCLUSIONS:

WARNING: THE PARTIES SHOULD NOT ASSUME THAT AN ITEM WILL OR WILL NOT BE INCLUDED IN THE SALE BASED ON AN ORAL OR WRITTEN STATEMENT OR UNDERSTANDING THAT IS NOT A PART OF THIS CONTRACT. BUYER AND SELLER SHOULD BE SPECIFIC WHEN NEGOTIATING WHAT ITEMS WILL BE INCLUDED OR EXCLUDED FROM THE SALE.

(a) **Fixtures Are Included in Purchase Price:** ALL EXISTING FIXTURES ARE INCLUDED IN THE SALE AS PART OF THE PURCHASE PRICE, FREE OF LIENS, UNLESS EXCLUDED IN SUBPARAGRAPHS (d) OR (e).

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4. BUYER'S DUE DILIGENCE PROCESS:

- (a) **Loan:** Buyer, at Buyer's expense, shall be entitled to pursue qualification for and approval of the Loan if any.
- (b) **Property Investigation:** Buyer or Buyer's agents or representatives, at Buyer's expense, shall be entitled to conduct all desired tests, surveys, appraisals, investigations, examinations and inspections of the Property as Buyer deems appropriate, including but NOT limited to the following:
- (i) **Inspections:** Inspections to determine the condition of any improvements on the Property, the presence of unusual drainage conditions or evidence of excessive moisture adversely affecting any improvements on the Property, the presence of asbestos or existing environmental contamination, evidence of wood-destroying insects or damage therefrom, and the presence and level of radon gas on the Property.
 - (ii) **Review of Documents:** Review of the Declaration of Restrictive Covenants, Bylaws, Articles of Incorporation, Rules and Regulations, and other governing documents of any applicable owners' association and/or subdivision. If the Property is subject to regulation by an owners' association, it is recommended that Buyer review the completed Residential Property and Owners' Association Disclosure Statement provided by Seller prior to signing this offer. It is also recommended that the Buyer determine if the owners' association or its management company charges fees for providing information required by Buyer's lender or confirming restrictive covenant compliance.
 - (iii) **Insurance:** Investigation of the availability and cost of insurance for the Property.
 - (iv) **Appraisals:** An appraisal of the Property.
 - (v) **Survey:** A survey to determine whether the property is suitable for Buyer's intended use and the location of easements, setbacks, property boundaries and other issues which may or may not constitute title defects.
 - (vi) **Zoning and Governmental Regulation:** Investigation of current or proposed zoning or other governmental regulation that may affect Buyer's intended use of the Property, adjacent land uses, planned or proposed road construction, and school attendance zones.
 - (vii) **Flood Hazard:** Investigation of potential flood hazards on the Property, and/or any requirement to purchase flood insurance in order to obtain the Loan
 - (viii) **Utilities and Access:** Availability, quality, and obligations for maintenance of utilities including water, sewer, electric, gas, communication services, stormwater management, and means of access to the Property and amenities.
 - (ix) **Streets/Roads:** Investigation of the status of the street/road upon which the Property fronts as well as any other street/road used to access the Property, including: (1) whether any street(s)/road(s) are public or private, (2) whether any street(s)/road(s) designated as public are accepted for maintenance by the State of NC or any municipality, or (3) if private or not accepted for public maintenance, the consequences and responsibility for maintenance and the existence, terms and funding of any maintenance agreements.
 - (x) **Special Assessments:** Investigation of the existence of Special Assessments that may be under consideration by a governmental authority or an owners' association.
- (c) **Sale/Lease of Existing Property:** As noted in paragraph 5(b), unless otherwise provided in an addendum, this Contract is not conditioned upon the sale/lease or closing of other property owned by Buyer. Therefore, if Buyer must sell or lease other real property in order to qualify for a new loan or to otherwise complete the purchase of the Property, Buyer should seek to close on Buyer's other property prior to the end of the Due Diligence Period or be reasonably satisfied that closing on Buyer's other property will take place prior to the Settlement Date of this Contract.
- (d) **Repair/Improvement Negotiations/Agreement:** Buyer acknowledges and understands the following:
- Unless the parties agree otherwise, THE PROPERTY IS BEING SOLD IN ITS CURRENT CONDITION.
 - Seller may, but is not required to, engage in negotiations for repairs/improvements to the Property.
- Buyer is advised to make any repair/improvement requests in sufficient time to allow negotiations to be concluded prior to the expiration of the Due Diligence Period. Any agreement that the parties may reach with respect to repairs/improvements is an addition to this Contract that must be in writing and signed by the parties in accordance with Paragraph 19.
- (e) **Buyer's Obligation to Repair Damage:** Buyer shall, at Buyer's expense, promptly repair any damage to the Property resulting from any activities of Buyer and Buyer's agents and contractors, but Buyer shall not be responsible for any damage caused by accepted practices either approved by the N.C. Home Inspector Licensure Board or applicable to any other N.C. licensed professional performing reasonable appraisals, tests, surveys, examinations and inspections of the Property. This repair obligation shall survive any termination of this Contract.
- (f) **Indemnity:** Buyer will indemnify and hold Seller harmless from all loss, damage, claims, suits or costs, which shall arise out of any contract, agreement, or injury to any person or property as a result of any activities of Buyer and Buyer's agents and contractors relating to the Property except for any loss, damage, claim, suit or cost arising out of pre-existing conditions of the Property and/or out of Seller's negligence or willful acts or omissions. This indemnity shall survive this Contract and any termination hereof.
- (g) **Buyer's Right to Terminate:** Provided that Buyer has delivered any agreed-upon Due Diligence Fee, Buyer shall have the right to terminate this Contract for any reason or no reason, by delivering to Seller written notice of termination (the "Termination Notice") during the Due Diligence Period (or any agreed-upon written extension of the Due Diligence Period), *TIME BEING OF THE ESSENCE*. If Buyer timely delivers the Termination Notice, this Contract shall be terminated and the Earnest Money Deposit shall



be refunded to Buyer.

(h) CLOSING SHALL CONSTITUTE ACCEPTANCE OF THE PROPERTY IN ITS THEN EXISTING CONDITION UNLESS PROVISION IS OTHERWISE MADE IN WRITING.

5. BUYER REPRESENTATIONS:

(a) Funds to complete purchase:

X (Check if applicable) Cash. Buyer intends to pay cash in order to purchase the Property and does not intend to obtain a loan or funds from sources other than Buyer's own assets. Verification of cash available for Settlement is is not attached.

OR:

~~(Check if applicable) Loan(s)/Other Funds: Buyer intends to obtain a loan(s) and/or other funds to purchase the Property from the following sources (check all applicable sources):~~

~~First Mortgage Loan:~~

~~Buyer intends to obtain a first mortgage loan of the following type in order to purchase the Property: FHA VA (attach FHA/VA Financing Addendum) Conventional USDA Other type: _____~~

~~in the principal amount of _____ plus any financed VA Funding Fee or FHA MIP.~~

~~Second Mortgage Loan:~~

~~Buyer intends to obtain a second mortgage loan of the following type in order to purchase the Property:~~

~~Other funds:~~

~~Buyer intends to obtain funds from the following other source(s) in order to purchase the Property: _____~~

(b) Other Property: Buyer DOES DOES NOT have to sell or lease other real property in order to qualify for a new loan or to complete the purchase. (Complete the following only if Buyer DOES have to sell or lease other real property:)

(c) Performance of Buyer's Financial Obligations: To the best of Buyer's knowledge, there are no other circumstances or conditions existing as of the date of this offer that would prohibit Buyer from performing Buyer's financial obligations in accordance with this Contract, except as may be specifically set forth herein.

(d) Residential Property and Owners' Association Disclosure Statement (check only one):

Buyer has received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

Buyer has NOT received a signed copy of the N.C. Residential Property and Owners' Association Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Residential Property and Owners' Association Disclosure Statement because (SEE GUIDELINES): _____

(e) Mineral and Oil and Gas Rights Mandatory Disclosure Statement (check only one):

Buyer has received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and acknowledges compliance with N.C.G.S. 47E-5 (Residential Property Disclosure Act).

Buyer has NOT received a signed copy of the N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement prior to making this offer and shall have the right to terminate or withdraw this Contract without penalty (including a refund of any Due Diligence Fee) prior to WHICHEVER OF THE FOLLOWING EVENTS OCCURS FIRST: (1) the end of the third calendar day following receipt of the Disclosure Statement; (2) the end of the third calendar day following the Effective Date; or (3) Settlement or occupancy by Buyer in the case of a sale or exchange.

Exempt from N.C. Mineral and Oil and Gas Rights Mandatory Disclosure Statement because (SEE GUIDELINES): _____

Buyer's receipt of a Mineral and Oil and Gas Rights Mandatory Disclosure Statement does not modify or limit the obligations of Seller under Paragraph 8(g) of this Contract and shall not constitute the assumption or approval by Buyer of any severance of mineral and/or oil and gas rights, except as may be assumed or specifically approved by Buyer in writing.

 80

6. BUYER OBLIGATIONS:

(a) **Responsibility for Special Assessments:** Buyer shall take title upon payment in full of any outstanding Special Assessments, including all Code Enforcement Assessments as defined under 1(n).

(b) **Responsibility for Certain Costs:** Buyer shall be responsible for all costs with respect to:

- (i) any loan obtained by Buyer;
- (ii) charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(b) of this Contract;
- (iii) appraisal;
- (iv) title search;
- (v) title insurance;
- (vi) any fees charged by the closing attorney for the preparation of the Closing Disclosure, Seller Disclosure and any other settlement statement;
- (vii) recording the deed; and
- (viii) preparation and recording of all instruments required to secure the balance of the Purchase Price unpaid at Settlement.

(c) **Authorization to Disclose Information:** Buyer authorizes the Buyer's lender(s), the parties' real estate agent(s) and closing attorney: (1) to provide this Contract to any appraiser employed by Buyer or by Buyer's lender(s); and (2) to release and disclose any buyer's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

7. SELLER REPRESENTATIONS:

(a) **Ownership:** Seller represents that Seller:

- has owned the Property for at least one year.
- has owned the Property for less than one year.
- does not yet own the Property.

(b) **Lead-Based Paint (check if applicable):**

The Property is residential and was built prior to 1978 (Attach Lead-Based Paint or Lead-Based Paint Hazards Disclosure Addendum {Standard Form 2A9-T}).

(c) **Owners' Association(s) and Dues:** Seller authorizes and directs any owners' association, any management company of the owners' association, any insurance company and any attorney who has previously represented the Seller to release to Buyer, Buyer's agents, representative, closing attorney or lender true and accurate copies of the following items affecting the Property, including any amendments:

- Seller's statement of account
- master insurance policy showing the coverage provided and the deductible amount
- Declaration and Restrictive Covenants
- Rules and Regulations
- Articles of Incorporation
- Bylaws of the owners' association
- current financial statement and budget of the owners' association
- parking restrictions and information
- architectural guidelines

(specify name of association): N/A _____ whose regular assessments ("dues") are \$ _____ per _____. The name, address and telephone number of the president of the owners' association or the association manager is: _____

Owners' association website address, if any: _____

(d) **Fuel Tank(s)/Fuel:** To the best of Seller's knowledge, there is is not a fuel tank(s) located on the Property. If "yes" complete the following:

(i) **Description:**

Tank 1:

- Use: currently in use currently NOT in use
- Ownership: owned leased. If leased, name and contact information of tank lessor: _____
- Location: above ground below ground
- Type of fuel: oil propane gasoline and/or diesel other: _____
- Name and contact information of fuel vendor: _____

Tank 2:

- Use: currently in use currently NOT in use
- Ownership: owned leased. If leased, name and contact information of tank lessor: _____
- Location: above ground below ground
- Type of fuel: oil propane gasoline and/or diesel other: _____
- Name and contact information of fuel vendor: _____

(ii) **Tank(s) included in sale:** Buyer and Seller agree that any tank described above that is owned by Seller shall be included in the sale as part of the Purchase Price free of liens, unless excluded in paragraph 2(e) above.

(iii) **Fuel:** Seller may use fuel in the tank(s) described above through Settlement, but may not otherwise remove the fuel or resell it. Any fuel remaining in the tank(s) as of Settlement shall be included in the sale as part of the Purchase Price, free of liens.

- Seller's use of fuel in any fuel tank is subject to Seller's obligation under Paragraph 8(c) to provide working, existing utilities through the earlier of Closing or possession by Buyer.

8. SELLER OBLIGATIONS:

(a) Evidence of Title, Payoff Statement(s) and Non Foreign Status:

(i) Seller agrees to use best efforts to provide to the closing attorney as soon as reasonably possible after the Effective Date, copies of all title information in possession of or available to Seller, including but not limited to: title insurance policies, attorney's opinions on title, surveys, covenants, deeds, notes and deeds of trust, leases, and easements relating to the Property.

(ii) Seller shall provide to the closing attorney all information needed to obtain a written payoff statement from any lender(s) regarding any security interest in the Property as soon as reasonably possible after the Effective Date, and Seller designates the closing attorney as Seller's agent with express authority to request and obtain on Seller's behalf payoff statements and/or short-pay statements from any such lender(s).

(iii) If Seller is not a foreign person as defined by the Foreign Investment in Real Property Tax Act, Seller shall also provide to the closing attorney a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act). In the event Seller shall not provide a non-foreign status affidavit, Seller acknowledges that there may be withholding as provided by the Internal Revenue Code.

(b) Authorization to Disclose Information: Seller authorizes: (i) any attorney presently or previously representing Seller to release and disclose any title insurance policy in such attorney's file to Buyer and both Buyer's and Seller's agents and attorneys; (ii) the Property's title insurer or its agent to release and disclose all materials in the Property's title insurer's (or title insurer's agent's) file to

Buyer and both Buyer's and Seller's agents and attorneys and (iii) the closing attorney to release and disclose any seller's closing disclosure, settlement statement and/or disbursement summary, or any information therein, to the parties to this transaction, their real estate agent(s) and Buyer's lender(s).

(c) Access to Property: Seller shall provide reasonable access to the Property through the earlier of Closing or possession by Buyer, including, but not limited to, allowing Buyer and/or Buyer's agents or representatives, an opportunity to (i) conduct Due Diligence, (ii) verify the satisfactory completion of negotiated repairs/improvements, and (iii) conduct a final walk-through inspection of the Property. Seller's obligation includes providing existing utilities operating at Seller's cost, including any connections and de-winterizing.

(d) Removal of Seller's Property: Seller shall remove, by the date possession is made available to Buyer, all personal property which is not a part of the purchase and all garbage and debris from the Property.

(e) Affidavit and Indemnification Agreement: Seller shall furnish at Settlement an affidavit(s) and indemnification agreement(s) in form satisfactory to Buyer and Buyer's title insurer, if any, executed by Seller and any person or entity who has performed or furnished labor, services, materials or rental equipment to the Property within 120 days prior to the date of Settlement and who may be entitled to claim a lien against the Property as described in N.C.G.S. §44A-8 verifying that each such person or entity has been paid in full and agreeing to indemnify Buyer, Buyer's lender(s) and Buyer's title insurer against all loss from any cause or claim arising therefrom.

(f) Designation of Lien Agent, Payment and Satisfaction of Liens: If required by N.C.G.S. §44A-11.1, Seller shall have designated a Lien Agent, and Seller shall deliver to Buyer as soon as reasonably possible a copy of the appointment of Lien Agent. All deeds of trust, deferred ad valorem taxes, liens and other charges against the Property, not assumed by Buyer, must be paid and satisfied by Seller prior to or at Settlement such that cancellation may be promptly obtained following Closing. Seller shall remain obligated to obtain any such cancellations following Closing.

(g) Good Title, Legal Access: Seller shall execute and deliver a **GENERAL WARRANTY DEED** for the Property in recordable form no later than Settlement, which shall convey fee simple marketable and insurable title, without exception for mechanics' liens, and free of any other liens, encumbrances or defects, including those which would be revealed by a current and accurate survey of the Property, except: ad valorem taxes for the current year (prorated through the date of Settlement); utility easements and unviolated

 82

covenants, conditions or restrictions that do not materially affect the value of the Property; and such other liens, encumbrances or defects as may be assumed or specifically approved by Buyer in writing. The Property must have legal access to a public right of way.

(h) **Deed, Taxes and Fees:** Seller shall pay for preparation of a deed and all other documents necessary to perform Seller's obligations under this Contract, and for state and county excise taxes, and any deferred, discounted or rollback taxes, and local conveyance fees required by law. The deed is to be made to: **City of Concord, a North Carolina municipal corporation.**

(i) **Agreement to Pay Buyer Expenses:** Seller shall pay at Settlement \$0.00 toward any of Buyer's expenses associated with the purchase of the Property, at the discretion of Buyer and/or lender, if any, including any FHA/VA lender and inspection costs that Buyer is not permitted to pay.

(j) **Owners' Association Fees/Charges:** Seller shall pay any charges by an owners' association or a management company/vendor as agent of the association under paragraph 9(a) of this Contract.

(k) **Payment of Special Assessments:** Seller shall pay, IN FULL, at Settlement, all Special Assessments that are assessed prior to or at Settlement.

(l) **Late Listing Penalties:** All property tax late listing penalties, if any, shall be paid by Seller.

(m) **Negotiated Repairs/Improvements:** Negotiated repairs/improvements shall be made in a good and workmanlike manner and Buyer shall have the right to verify same prior to Settlement.

(n) **Home Warranty (Select one of the following):**

No home warranty is to be provided by Seller.

Buyer may obtain a one-year home warranty at a cost not to exceed \$ _____ which includes sales tax and Seller agrees to pay for it at Settlement.

Seller has obtained and will provide a one-year home warranty from _____ at a cost of \$ _____ which includes sales tax and will pay for it at Settlement.

(o) **Seller's Breach of Contract:** See paragraph 22 for Buyer's remedies in the event of breach of this Contract.

(p) **Removal of Tenants:** The Seller shall be solely responsible for removing the tenant and all related fixtures located at 234 McGill Avenue NW by a Touch of Pink Hari Salon PRIOR to closing. The Seller has disclosed to the Buyer that the tenant is currently not under a valid lease, but is leasing the space on a month-to-month basis. The Seller is responsible for all damage done by his Tenant and will hold harmless the Buyer as to any damages the Seller shall suffer as a result of the removal of the tenant and their fixtures, prior to and up to closing.

9. CHARGES BY OWNERS' ASSOCIATION: ~~Responsibility for payment of charges by an owners' association or a management company/vendor as agent of the association shall be allocated between Buyer and Seller as follows:~~

~~—(a) Seller shall pay:~~

~~(i) fees incurred by Seller in completing the Residential Property and Owners' Association Disclosure Statement, and resale or other certificates related to a proposed sale of the Property;~~

~~(ii) fees required for confirming Seller's account payment information on owners' association dues or assessments for payment or proration, including any expedite fee permitted under N.C. Gen. Stat. § 47F-3-102 that is charged in connection with providing such information;~~

~~(iii) any fees charged for transferring or updating ownership records of the association; and~~

~~(iv) any fees other than those fees specifically required to be paid by Buyer under paragraph 9(b) below.~~

~~—(b) Buyer shall pay:~~

~~(i) charges for providing information required by Buyer's lender;~~

~~(ii) charges for working capital contributions, membership fees, or charges imposed for Buyer's use of the common elements and/or services provided to Buyer in connection with Buyer taking possession of the Property, such as "move-in fees"; and~~

~~(iii) charges for determining restrictive covenant compliance.~~

10. PRORATIONS AND ADJUSTMENTS: Unless otherwise agreed, the following items shall be prorated, with Seller responsible for the prorated amounts of any taxes through the date of Settlement.

(a) **Taxes on Real Property:** Ad valorem taxes and recurring governmental service fees levied with such taxes on real property shall be prorated on a calendar year basis;

(b) **Taxes on Personal Property:** Ad valorem taxes on personal property for the entire year shall be paid by Seller unless the personal

property is conveyed to Buyer, in which case, the personal property taxes shall be prorated on a calendar year basis;

(c) ~~Rents: Rents, if any, for the Property;~~

(d) ~~Dues: Owners' association regular assessments (dues) and other like charges.~~

11. CONDITION OF PROPERTY/RISK OF LOSS:

(a) **Condition of Property at Settlement:** If the Property is not in substantially the same or better condition at Closing as on the date of this offer, reasonable wear and tear excepted, Buyer may terminate this Contract by written notice delivered to Seller and the Due Diligence Fee and Earnest Money Deposit shall be refunded to Buyer. If the Property is not in such condition and Buyer does NOT elect to terminate this Contract, Buyer shall be entitled to receive, in addition to the Property, the proceeds of any insurance claim filed by Seller on account of any damage or destruction to the Property.

(b) **Risk of Loss:** The risk of loss or damage by fire or other casualty prior to Closing shall be upon Seller. Seller is advised not to cancel existing insurance on the Property until after confirming recordation of the deed.

12. DELAY IN SETTLEMENT/CLOSING: This paragraph shall apply if one party is ready, willing and able to complete Settlement on the Settlement Date ("Non-Delaying Party") but it is not possible for the other party to complete Settlement by the Settlement Date ("Delaying Party"). In such event, the Delaying Party shall be entitled to a delay in Settlement and shall give as much notice as possible to the Non-Delaying Party and closing attorney. If the Delaying Party fails to complete Settlement and Closing within seven (7) days of the Settlement Date (including any amended Settlement Date agreed to in writing by the parties), then the Delaying Party shall be in breach and the Non-Delaying Party may terminate this Contract and shall be entitled to enforce any remedies available to such party under this Contract for the breach.

13. POSSESSION: Possession, including all means of access to the Property (keys, codes including security codes, garage door openers, electronic devices, etc.), shall be delivered upon Closing as defined in Paragraph 1(m) unless otherwise provided below:

- A Buyer Possession Before Closing Agreement is attached (Standard Form 2A7-T)
- A Seller Possession After Closing Agreement is attached (Standard Form 2A8-T)
- Possession is subject to rights of tenant(s)

14. ADDENDA: CHECK ALL STANDARD ADDENDA THAT MAY BE A PART OF THIS CONTRACT, IF ANY, AND ATTACH HERETO. ITEMIZE ALL OTHER ADDENDA TO THIS CONTRACT, IF ANY, AND ATTACH HERETO.

- | | |
|---|--|
| <input type="checkbox"/> Additional Provisions Addendum (Form 2A11-T) | <input type="checkbox"/> New Construction Addendum (Form 2A3-T) |
| <input type="checkbox"/> Additional Signatures Addendum (Form 3-T) | <input type="checkbox"/> Owners' Association Disclosure Addendum (Form 2A12-T) |
| <input type="checkbox"/> Back-Up Contract Addendum (Form 2A1-T) | <input type="checkbox"/> Seller Financing Addendum (Form 2A5-T) |
| <input type="checkbox"/> FHA/VA Financing Addendum (Form 2A4-T) | <input type="checkbox"/> Short Sale Addendum (Form 2A14-T) |
| <input checked="" type="checkbox"/> Lead-Based Paint Or Lead-Based Paint Hazard Addendum (Form 2A9-T) | <input type="checkbox"/> Vacation Rental Addendum (Form 2A13-T) |
| <input type="checkbox"/> Loan Assumption Addendum (Form 2A6-T) | |

Identify other attorney or party drafted addenda: _____

15. ASSIGNMENTS: This Contract may not be assigned without the written consent of all parties except in connection with a tax-deferred exchange, but if assigned by agreement, then this Contract shall be binding on the assignee and assignee's heirs and successors.

16. PARTIES: This Contract shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, successors and assigns. As used herein, words in the singular include the plural and the masculine includes the feminine and neuter genders, as appropriate.

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

18. ENTIRE AGREEMENT: This Contract contains the entire agreement of the parties and there are no representations, inducements or other provisions other than those expressed herein. All changes, additions or deletions hereto must be in writing and signed by all parties. Nothing contained herein shall alter any agreement between a REALTOR® or broker and Seller or Buyer as contained in any listing agreement, buyer agency agreement, or any other agency agreement between them.

19. CONDUCT OF TRANSACTION: The parties agree that any action between them relating to the transaction contemplated by this Contract may be conducted by electronic means, including the signing of this Contract by one or more of them and any notice or communication given in connection with this Contract. Any written notice or communication may be transmitted to any mailing address,

NOTICE INFORMATION

NOTE: INSERT AT LEAST ONE ADDRESS AND/OR ELECTRONIC DELIVERY ADDRESS EACH PARTY AND AGENT APPROVES FOR THE RECEIPT OF ANY NOTICE CONTEMPLATED BY THIS CONTRACT. INSERT "N/A" FOR ANY WHICH ARE NOT APPROVED.

BUYER NOTICE ADDRESS:

Mailing Address: PO Box 308, Concord, NC 28026-0308

Buyer Telephone #: 704/920-5118

Buyer E-mail: kolczynv@concordnc.gov

SELLER NOTICE ADDRESS:

Mailing Address: 828 Brafford Drive. Concord, NC 28025

Seller Telephone #: 704.305.0303

Seller E-mail: aham@vnet.net

CONFIRMATION OF AGENCY/NOTICE ADDRESSES

Selling Firm Name: N/A

Acting as Buyer's Agent Seller's (sub) Agent Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Selling Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Selling Agent License #: _____

Selling Agent Phone #: _____

Selling Agent Fax #: _____

Selling Agent E-mail: _____

Listing Firm Name: N/A

Acting as Seller's Agent Dual Agent

Firm License #: _____

Mailing Address: _____

Individual Listing Agent: _____

Acting as a Designated Dual Agent (check only if applicable)

Listing Agent License #: _____

Listing Agent Phone #: _____

Listing Agent Fax #: _____

Listing Agent E-mail: _____

CWH


e-mail address or fax number set forth in the "Notice Information" section below. Any notice or communication to be given to a party herein, and any fee, deposit or other payment to be delivered to a party herein, may be given to the party or to such party's agent. Delivery of any notice to a party via means of electronic transmission shall be deemed complete at such time as the sender performs the final act to send such transmission, in a form capable of being processed by the receiving party's system, to any electronic address provided for such party in the "Notice Information" section below. Seller and Buyer agree that the "Notice Information" and "Acknowledgment of Receipt of Monies" sections below shall not constitute a material part of this Contract, and that the addition or modification of any information therein shall not constitute a rejection of an offer or the creation of a counteroffer.

20. **EXECUTION:** This Contract may be signed in multiple originals or counterparts, all of which together constitute one and the same instrument.

21. **COMPUTATION OF DAYS/TIME OF DAY:** Unless otherwise provided, for purposes of this Contract, the term "days" shall mean consecutive calendar days, including Saturdays, Sundays, and holidays, whether federal, state, local or religious. For the purposes of calculating days, the count of "days" shall begin on the day following the day upon which any act or notice as provided in this Contract was required to be performed or made. Any reference to a date or time of day shall refer to the date and/or time of day in the State of North Carolina.

22. **REMEDIES:**

(a) **Breach by Buyer:** In the event of material breach of this Contract by Buyer, Seller shall be entitled to any Earnest Money Deposit. The payment of any Earnest Money Deposit and any Due Diligence Fee to Seller (without regard to their respective amounts, including zero) together shall serve as liquidated damages ("Liquidated Damages") and as Seller's sole and exclusive remedy for such breach, but without limiting Seller's rights under Paragraphs 4(e) and 4(f) for damage to the Property. It is acknowledged by the parties that the amount of the Liquidated Damages is compensatory and not punitive, such amount being a reasonable estimation of the actual loss that Seller would incur as a result of a breach of this Contract by Buyer. The payment to Seller of the Liquidated Damages shall not constitute a penalty or forfeiture but actual compensation for Seller's anticipated loss, both parties acknowledging the difficulty of determining Seller's actual damages for such breach.

(b) **Breach by Seller:** In the event of material breach of this Contract by Seller, Buyer may (i) elect to terminate this Contract as a result of such breach, and shall be entitled to return of both the Earnest Money Deposit and the Due Diligence Fee, together with the reasonable costs actually incurred by Buyer in connection with Buyer's Due Diligence ("Due Diligence Costs"), or (ii) elect not to terminate and instead treat this Contract as remaining in full force and effect and seek the remedy of specific performance.

(c) **Attorneys' Fees:** If legal proceedings are brought by Buyer or Seller against the other to collect the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs, the parties agree that a party shall be entitled to recover reasonable attorneys' fees to the extent permitted under N.C. Gen. Stat. § 6-21.2. The parties acknowledge and agree that the terms of this Contract with respect to entitlement to the Earnest Money Deposit, Due Diligence Fee, or Due Diligence Costs each constitute "evidence of indebtedness" pursuant to N.C. Gen. Stat. § 6-21.2.

THE NORTH CAROLINA ASSOCIATION OF REALTORS®, INC. AND THE NORTH CAROLINA BAR ASSOCIATION MAKE NO REPRESENTATION AS TO THE LEGAL VALIDITY OR ADEQUACY OF ANY PROVISION OF THIS FORM IN ANY SPECIFIC TRANSACTION. IF YOU DO NOT UNDERSTAND THIS FORM OR FEEL THAT IT DOES NOT PROVIDE FOR YOUR LEGAL NEEDS, YOU SHOULD CONSULT A NORTH CAROLINA REAL ESTATE ATTORNEY BEFORE YOU SIGN IT.

This offer shall become a binding contract on the Effective Date. Unless specifically provided otherwise, Buyer's failure to timely deliver any fee, deposit or other payment provided for herein shall not prevent this offer from becoming a binding contract, provided that any such failure shall give Seller certain rights to terminate the contract as described herein or as otherwise permitted by law.

Date: _____

Date: 3/28/23

Buyer: City of Concord, a NC municipal corporation

Seller: 
J. Alex Hamilton

By: _____
Lloyd Wm. Payne, City Manager

Seller: 
Cammie W. Hamilton

ATTESTED

By: _____
Kim J. Deason, City Clerk

[SEAL]

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	
100-4323100	1% Local Govt Opt Sls Tx	9,864,188	10,149,188	285,000
Total				285,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4910-5570000	Land – Capital	0	285,000	285,000
Total				285,000

Reason: To appropriate anticipated excess sales tax revenue to fund the purchase of property on McGill.

Adopted this 13th day of April, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

BID TABULATION
HANGARS TAXILANE REHABILITATION
CONCORD-PADGETT REGIONAL AIRPORT
Thursday, March 23, 2023

BASE BID - AIP ELIGIBLE ITEMS					Blythe Brothers Asphalt Co., LLC Charlotte, NC License # 42840		J.D. Goodrum Co, Inc. Cornelius, NC License # 19284		Sealand Contractors Corporation Charlotte, NC License # 30748		ENGINEERING ESTIMATE	
ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
1	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP)	1	LS	\$159,000.00	\$159,000.00	\$72,611.17	\$72,611.17	\$204,812.00	\$204,812.00	\$260,000.00	\$260,000.00
2	C-105	MOBILIZATION	1	LS	\$65,000.00	\$65,000.00	\$215,574.40	\$215,574.40	\$225,690.00	\$225,690.00	\$104,600.00	\$104,600.00
3	P-101	PAVEMENT REMOVAL	9,250	SY	\$11.00	\$101,750.00	\$17.25	\$159,562.50	\$17.00	\$157,250.00	\$12.00	\$111,000.00
4	P-207	IN-PLACE FULL DEPTH RECYCLED ASPHALT AGGREGATE BASE COURSE	9,250	SY	\$7.50	\$69,375.00	\$7.43	\$68,727.50	\$7.15	\$66,137.50	\$15.00	\$138,750.00
5	P-207	PORTLAND CEMENT	300	TN	\$330.00	\$99,000.00	\$347.23	\$104,169.00	\$330.00	\$99,000.00	\$225.00	\$67,500.00
6	P-209	CRUSHED AGGREAGTE BASE COURSE	1,550	CY	\$100.00	\$155,000.00	\$134.21	\$208,025.50	\$120.00	\$186,000.00	\$85.00	\$131,750.00
7	P-401	BITUMINOUS CONCRETE SURFACE COURSE	1,600	TON	\$165.00	\$264,000.00	\$219.38	\$351,008.00	\$225.00	\$360,000.00	\$200.00	\$320,000.00
8	P-602	EMULSIFIED ASPHALT PRIME COAT	2,780	GAL	\$5.00	\$13,900.00	\$4.53	\$12,593.40	\$6.50	\$18,070.00	\$4.00	\$11,120.00
9	P-620	MARKING	2,230	SF	\$2.50	\$5,575.00	\$2.32	\$5,173.60	\$2.25	\$5,017.50	\$1.20	\$2,676.00
10	P-620	REFLECTIVE MEDIA	1	LS	\$750.00	\$750.00	\$580.75	\$580.75	\$650.00	\$650.00	\$2,000.00	\$2,000.00
11	P-620	TEMPORARY MARKING	2,230	SF	\$2.50	\$5,575.00	\$2.32	\$5,173.60	\$2.25	\$5,017.50	\$0.75	\$1,672.50
TOTAL BASE BID AMOUNT - AIP ELIGIBLE ITEMS						\$938,925.00		\$1,203,199.42		\$1,327,644.50		\$1,151,068.50

BASE BID - NON-AIP ELIGIBLE ITEMS												
ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT TOTAL						
12	P-101	PAVEMENT REMOVAL	9,600	SY	\$11.00	\$105,600.00	\$17.31	\$166,176.00	\$17.00	\$163,200.00	\$12.00	\$115,200.00
13	P-207	IN-PLACE FULL DEPTH RECYCLED ASPHALT AGGREGATE BASE COURSE	9,600	SY	\$7.50	\$72,000.00	\$7.43	\$71,328.00	\$7.15	\$68,640.00	\$15.00	\$144,000.00
14	P-207	PORTLAND CEMENT	320	TN	\$330.00	\$105,600.00	\$347.23	\$111,113.60	\$330.00	\$105,600.00	\$225.00	\$72,000.00
15	P-209	CRUSHED AGGREAGTE BASE COURSE	1,600	CY	\$100.00	\$160,000.00	\$134.21	\$214,736.00	\$120.00	\$192,000.00	\$85.00	\$136,000.00
16	P-401	BITUMINOUS CONCRETE SURFACE COURSE	1,660	TON	\$165.00	\$273,900.00	\$217.64	\$361,282.40	\$225.00	\$373,500.00	\$200.00	\$332,000.00
17	P-602	EMULSIFIED ASPHALT PRIME COAT	2,880	GAL	\$5.00	\$14,400.00	\$4.53	\$13,046.40	\$6.50	\$18,720.00	\$4.00	\$11,520.00
18	P-620	MARKING	1,550	SF	\$2.50	\$3,875.00	\$2.32	\$3,596.00	\$2.25	\$3,487.50	\$1.20	\$1,860.00
19	P-620	REFLECTIVE MEDIA	1	LS	\$750.00	\$750.00	\$580.75	\$580.75	\$650.00	\$650.00	\$1,400.00	\$1,400.00
20	P-620	TEMPORARY MARKING	1,550	SF	\$2.50	\$3,875.00	\$2.32	\$3,596.00	\$2.25	\$3,487.50	\$0.75	\$1,162.50
TOTAL BASE BID AMOUNT - NON-AIP ELIGIBLE ITEMS						\$740,000.00		\$945,455.15		\$929,285.00		\$815,142.50

TOTAL BASE BID AMOUNT						\$1,678,925.00		\$2,148,654.57		\$2,256,929.50		\$1,966,211.00
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DBE AMOUNT	\$175,000.00	\$36,527.00	\$232,470.00
DBE %	10.42%	1.70%	10.30%



TALBERT, BRIGHT & ELLINGTON, INC.

3/23/2023
DATE

BID TABULATION
HANGARS TAXILANE REHABILITATION
CONCORD-PADGETT REGIONAL AIRPORT
 Thursday, March 23, 2023

ADDITIVE ALTERNATE I BID ITEMS - AIP ELIGIBLE ITEMS				Blythe Brothers Asphalt Co., LLC Charlotte, NC License # 42840		J.D. Goodrum Co, Inc. Cornelius, NC License # 19284		Sealand Contractors Corporation Charlotte, NC License # 30748		ENGINEERING ESTIMATE		
ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
21	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP) - ADD. ALT I	1	LS	\$46,500.00	\$46,500.00	\$11,266.55	\$11,266.55	\$40,048.00	\$40,048.00	\$75,000.00	\$75,000.00
22	C-105	MOBILIZATION - ADDITIVE ALTERNATE I	1	LS	\$20,000.00	\$20,000.00	\$75,032.90	\$75,032.90	\$64,575.00	\$64,575.00	\$33,000.00	\$33,000.00
23	P-101	PAVEMENT REMOVAL	2,970	SY	\$11.00	\$32,670.00	\$18.18	\$53,994.60	\$17.00	\$50,490.00	\$12.00	\$35,640.00
24	P-207	IN-PLACE FULL DEPTH RECYCLED ASPHALT AGGREGATE BASE COURSE	2,970	SY	\$7.50	\$22,275.00	\$6.57	\$19,512.90	\$6.25	\$18,562.50	\$15.00	\$44,550.00
25	P-207	PORTLAND CEMENT	100	TN	\$330.00	\$33,000.00	\$347.23	\$34,723.00	\$330.00	\$33,000.00	\$225.00	\$22,500.00
26	P-209	CRUSHED AGGREGATE BASE COURSE	500	CY	\$100.00	\$50,000.00	\$134.21	\$67,105.00	\$120.00	\$60,000.00	\$85.00	\$42,500.00
27	P-401	BITUMINOUS CONCRETE SURFACE COURSE	520	TON	\$165.00	\$85,800.00	\$252.12	\$131,102.40	\$220.00	\$114,400.00	\$200.00	\$104,000.00
28	P-602	EMULSIFIED ASPHALT PRIME COAT	900	GAL	\$7.00	\$6,300.00	\$4.53	\$4,077.00	\$6.50	\$5,850.00	\$4.00	\$3,600.00
29	P-620	MARKING	770	SF	\$3.00	\$2,310.00	\$2.91	\$2,240.70	\$2.80	\$2,156.00	\$1.20	\$924.00
30	P-620	REFLECTIVE MEDIA	1	LS	\$750.00	\$750.00	\$580.75	\$580.75	\$650.00	\$650.00	\$700.00	\$700.00
31	P-620	TEMPORARY MARKING	770	SF	\$3.00	\$2,310.00	\$2.91	\$2,240.70	\$2.80	\$2,156.00	\$0.75	\$577.50
TOTAL ADDITIVE ALTERNATE I ITEMS - AIP ELIGIBLE ITEMS						\$301,915.00		\$401,876.50		\$391,887.50		\$362,991.50
ADDITIVE ALTERNATE I BID ITEMS - NON-AIP ELIGIBLE ITEMS												
32	P-101	PAVEMENT REMOVAL	2,640	SY	\$11.00	\$29,040.00	\$19.92	\$52,588.80	\$17.00	\$44,880.00	\$12.00	\$31,680.00
33	P-207	IN-PLACE FULL DEPTH RECYCLED ASPHALT AGGREGATE BASE COURSE	2,640	SY	\$7.50	\$19,800.00	\$6.57	\$17,344.80	\$6.25	\$16,500.00	\$15.00	\$39,600.00
34	P-207	PORTLAND CEMENT	90	TN	\$330.00	\$29,700.00	\$347.23	\$31,250.70	\$330.00	\$29,700.00	\$225.00	\$20,250.00
35	P-209	CRUSHED AGGREGATE BASE COURSE	440	CY	\$100.00	\$44,000.00	\$134.21	\$59,052.40	\$120.00	\$52,800.00	\$85.00	\$37,400.00
36	P-401	BITUMINOUS CONCRETE SURFACE COURSE	460	TON	\$165.00	\$75,900.00	\$259.99	\$119,595.40	\$220.00	\$101,200.00	\$200.00	\$92,000.00
37	P-602	EMULSIFIED ASPHALT PRIME COAT	800	GAL	\$7.00	\$5,600.00	\$4.53	\$3,624.00	\$6.50	\$5,200.00	\$4.00	\$3,200.00
38	P-620	MARKING	530	SF	\$3.00	\$1,590.00	\$2.91	\$1,542.30	\$2.80	\$1,484.00	\$1.20	\$636.00
39	P-620	REFLECTIVE MEDIA	1	LS	\$750.00	\$750.00	\$580.75	\$580.75	\$650.00	\$650.00	\$500.00	\$500.00
40	P-620	TEMPORARY MARKING	530	SF	\$3.00	\$1,590.00	\$2.91	\$1,542.30	\$2.80	\$1,484.00	\$0.75	\$397.50
TOTAL ADDITIVE ALTERNATE I ITEMS - NON-AIP ELIGIBLE ITEMS						\$207,970.00		\$287,121.45		\$253,898.00		\$225,663.50
TOTAL ADDITIVE ALTERNATE I BID ITEMS AMOUNT						\$509,885.00		\$688,997.95		\$645,785.50		\$588,655.00

BID TABULATION
HANGARS TAXILANE REHABILITATION
CONCORD-PADGETT REGIONAL AIRPORT
 Thursday, March 23, 2023

ADDITIVE ALTERNATE II BID ITEMS - AIP ELIGIBLE ITEMS				Blythe Brothers Asphalt Co., LLC Charlotte, NC License # 42840		J.D. Goodrum Co, Inc. Cornelius, NC License # 19284		Sealand Contractors Corporation Charlotte, NC License # 30748		ENGINEERING ESTIMATE		
ITEM	SPEC			UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	
41	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP) - ADD. ALT. II	1	LS	\$52,500.00	\$52,500.00	\$12,544.20	\$12,544.20	\$27,319.00	\$27,319.00	\$125,000.00	\$125,000.00
42	C-105	MOBILIZATION - ADDITIVE ALTERNATE II	1	LS	\$20,000.00	\$20,000.00	\$70,125.56	\$70,125.56	\$78,975.00	\$78,975.00	\$51,400.00	\$51,400.00
43	P-101	PAVEMENT REMOVAL	4,580	SY	\$11.00	\$50,380.00	\$19.92	\$91,233.60	\$17.00	\$77,860.00	\$12.00	\$54,960.00
44	P-207	IN-PLACE FULL DEPTH RECYCLED ASPHALT AGGREGATE BASE COURSE	4,580	SY	\$7.50	\$34,350.00	\$6.57	\$30,090.60	\$6.25	\$28,625.00	\$15.00	\$68,700.00
45	P-207	PORTLAND CEMENT	150	TN	\$330.00	\$49,500.00	\$347.23	\$52,084.50	\$330.00	\$49,500.00	\$225.00	\$33,750.00
46	P-209	CRUSHED AGGREGATE BASE COURSE	770	CY	\$105.00	\$80,850.00	\$134.21	\$103,341.70	\$120.00	\$92,400.00	\$85.00	\$65,450.00
47	P-401	BITUMINOUS CONCRETE SURFACE COURSE	790	TON	\$165.00	\$130,350.00	\$260.32	\$205,652.80	\$220.00	\$173,800.00	\$200.00	\$158,000.00
48	P-602	EMULSIFIED ASPHALT PRIME COAT	1,380	GAL	\$7.00	\$9,660.00	\$4.53	\$6,251.40	\$6.50	\$8,970.00	\$4.00	\$5,520.00
49	P-620	MARKING	770	SF	\$3.00	\$2,310.00	\$2.91	\$2,240.70	\$2.80	\$2,156.00	\$1.20	\$924.00
50	P-620	REFLECTIVE MEDIA	1	LS	\$750.00	\$750.00	\$580.75	\$580.75	\$650.00	\$650.00	\$700.00	\$700.00
51	P-620	TEMPORARY MARKING	770	SF	\$3.00	\$2,310.00	\$2.91	\$2,240.70	\$2.80	\$2,156.00	\$0.75	\$577.50
TOTAL ADDITIVE ALTERNATE II ITEMS - AIP ELIGIBLE ITEMS					\$432,960.00		\$576,386.51		\$542,411.00		\$564,981.50	
ADDITIVE ALTERNATE II BID ITEMS - NON-AIP ELIGIBLE ITEMS												
52	P-101	PAVEMENT REMOVAL	2,580	SY	\$20.00	\$51,600.00	\$19.45	\$50,181.00	\$17.00	\$43,860.00	\$12.00	\$30,960.00
53	P-207	IN-PLACE FULL DEPTH RECYCLED ASPHALT AGGREGATE BASE COURSE	2,580	SY	\$7.50	\$19,350.00	\$6.57	\$16,950.60	\$6.25	\$16,125.00	\$15.00	\$38,700.00
54	P-207	PORTLAND CEMENT	90	TN	\$330.00	\$29,700.00	\$347.23	\$31,250.70	\$330.00	\$29,700.00	\$225.00	\$20,250.00
55	P-209	CRUSHED AGGREGATE BASE COURSE	430	CY	\$110.00	\$47,300.00	\$134.21	\$57,710.30	\$120.00	\$51,600.00	\$85.00	\$36,550.00
56	P-401	BITUMINOUS CONCRETE SURFACE COURSE	450	TON	\$165.00	\$74,250.00	\$265.27	\$119,371.50	\$220.00	\$99,000.00	\$200.00	\$90,000.00
57	P-602	EMULSIFIED ASPHALT PRIME COAT	780	GAL	\$7.00	\$5,460.00	\$4.53	\$3,533.40	\$6.50	\$5,070.00	\$4.00	\$3,120.00
58	P-620	MARKING	240	SF	\$3.00	\$720.00	\$2.91	\$698.40	\$2.80	\$672.00	\$1.20	\$288.00
59	P-620	REFLECTIVE MEDIA	1	LS	\$750.00	\$750.00	\$580.75	\$580.75	\$650.00	\$650.00	\$225.00	\$225.00
60	P-620	TEMPORARY MARKING	240	SF	\$3.00	\$720.00	\$2.91	\$698.40	\$2.80	\$672.00	\$0.75	\$180.00
TOTAL ADDITIVE ALTERNATE II ITEMS - NON-AIP ELIGIBLE ITEMS					\$229,850.00		\$280,975.05		\$247,349.00		\$220,273.00	
TOTAL ADDITIVE ALTERNATE II BID ITEMS AMOUNT					\$662,810.00		\$857,361.56		\$789,760.00		\$785,254.50	

BID TABULATION
HANGARS TAXILANE REHABILITATION
CONCORD-PADGETT REGIONAL AIRPORT
 Thursday, March 23, 2023

ADDITIVE ALTERNATE III BID ITEMS - AIP ELIGIBLE ITEMS					Blythe Brothers Asphalt Co., LLC Charlotte, NC License # 42840		J.D. Goodrum Co, Inc. Cornelius, NC License # 19284		Sealand Contractors Corporation Charlotte, NC License # 30748		ENGINEERING ESTIMATE	
ITEM	SPEC				UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
61	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP) - ADD. ALT. III	1	LS	\$33,500.00	\$33,500.00	\$4,762.15	\$4,762.15	\$24,744.00	\$24,744.00	\$60,000.00	\$60,000.00
62	C-105	MOBILIZATION - ADDITIVE ALTERNATE III	1	LS	\$9,000.00	\$9,000.00	\$56,913.50	\$56,913.50	\$28,680.00	\$28,680.00	\$14,200.00	\$14,200.00
63	P-101	CRACK REPAIR	1,260	LF	\$3.50	\$4,410.00	\$3.48	\$4,384.80	\$3.40	\$4,284.00	\$4.00	\$5,040.00
64	P-101	COLD MILLING	2,000	SY	\$4.75	\$9,500.00	\$21.08	\$42,160.00	\$8.00	\$16,000.00	\$15.00	\$30,000.00
65	P-401	BITUMINOUS CONCRETE SURFACE COURSE	230	TON	\$180.00	\$41,400.00	\$358.67	\$82,494.10	\$215.00	\$49,450.00	\$200.00	\$46,000.00
66	P-620	MARKING	610	SF	\$3.00	\$1,830.00	\$2.91	\$1,775.10	\$2.80	\$1,708.00	\$1.20	\$732.00
67	P-620	REFLECTIVE MEDIA	1	LS	\$750.00	\$750.00	\$580.75	\$580.75	\$650.00	\$650.00	\$600.00	\$600.00
68	P-620	TEMPORARY MARKING	610	SF	\$3.00	\$1,830.00	\$2.91	\$1,775.10	\$2.80	\$1,708.00	\$0.75	\$457.50
TOTAL ADDITIVE ALTERNATE III ITEMS - AIP ELIGIBLE ITEMS						\$102,220.00		\$194,845.50		\$127,224.00		\$157,029.50
ADDITIVE ALTERNATE III BID ITEMS - NON-AIP ELIGIBLE ITEMS												
69	P-101	CRACK REPAIR	2,600	LF	\$3.00	\$7,800.00	\$3.48	\$9,048.00	\$3.40	\$8,840.00	\$4.00	\$10,400.00
70	P-101	COLD MILLING	4,600	SY	\$4.75	\$21,850.00	\$18.88	\$86,848.00	\$8.00	\$36,800.00	\$15.00	\$69,000.00
71	P-401	BITUMINOUS CONCRETE SURFACE COURSE	530	TON	\$180.00	\$95,400.00	\$250.52	\$132,775.60	\$215.00	\$113,950.00	\$200.00	\$106,000.00
TOTAL ADDITIVE ALTERNATE III ITEMS - NON-AIP ELIGIBLE ITEMS						\$125,050.00		\$228,671.60		\$159,590.00		\$185,400.00
TOTAL ADDITIVE ALTERNATE III BID ITEMS AMOUNT						\$227,270.00		\$423,517.10		\$286,814.00		\$342,429.50

BID TABULATION
HANGARS TAXILANE REHABILITATION
CONCORD-PADGETT REGIONAL AIRPORT
 Thursday, March 23, 2023

ADDITIVE ALTERNATE IV BID ITEMS - AIP ELIGIBLE ITEMS					Blythe Brothers Asphalt Co., LLC Charlotte, NC License # 42840		J.D. Goodrum Co, Inc. Cornellius, NC License # 19284		Sealand Contractors Corporation Charlotte, NC License # 30748		ENGINEERING ESTIMATE	
ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
72	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP) - ADD. ALT. IV	1	LS	\$39,500.00	\$39,500.00	\$6,155.95	\$6,155.95	\$31,997.00	\$31,997.00	\$60,000.00	\$60,000.00
73	C-105	MOBILIZATION - ADDITIVE ALTERNATE IV	1	LS	\$7,500.00	\$7,500.00	\$90,219.51	\$90,219.51	\$25,540.00	\$25,540.00	\$11,700.00	\$11,700.00
74	P-101	CRACK REPAIR	680	LF	\$3.50	\$2,380.00	\$3.48	\$2,366.40	\$3.40	\$2,312.00	\$4.00	\$2,720.00
75	P-101	COLD MILLING	1,080	SY	\$4.75	\$5,130.00	\$22.36	\$24,148.80	\$8.00	\$8,640.00	\$15.00	\$16,200.00
76	P-101	PAVEMENT REMOVAL	150	SY	\$75.00	\$11,250.00	\$63.88	\$9,582.00	\$35.00	\$5,250.00	\$15.00	\$2,250.00
77	P-401	BITUMINOUS CONCRETE SURFACE COURSE	130	TON	\$200.00	\$26,000.00	\$505.64	\$65,733.20	\$235.00	\$30,550.00	\$200.00	\$26,000.00
78	P-403	BITUMINOUS CONCRETE BASE COURSE	70	TON	\$200.00	\$14,000.00	\$690.75	\$48,352.50	\$295.00	\$20,650.00	\$140.00	\$9,800.00
79	P-620	MARKING	730	SF	\$3.00	\$2,190.00	\$2.91	\$2,124.30	\$2.80	\$2,044.00	\$1.20	\$876.00
80	P-620	REFLECTIVE MEDIA	1	LS	\$750.00	\$750.00	\$580.75	\$580.75	\$650.00	\$650.00	\$700.00	\$700.00
81	P-620	TEMPORARY MARKING	730	SF	\$3.00	\$2,190.00	\$2.91	\$2,124.30	\$2.80	\$2,044.00	\$0.75	\$547.50
TOTAL ADDITIVE ALTERNATE IV ITEMS - AIP ELIGIBLE ITEMS						\$110,890.00		\$251,387.71		\$129,677.00		\$130,793.50
ADDITIVE ALTERNATE IV BID ITEMS - NON-AIP ELIGIBLE ITEMS												
82	P-101	CRACK REPAIR	2,210	LF	\$3.30	\$7,293.00	\$3.48	\$7,690.80	\$3.40	\$7,514.00	\$4.00	\$8,840.00
83	P-101	COLD MILLING	3,510	SY	\$4.75	\$16,672.50	\$19.92	\$69,919.20	\$8.00	\$28,080.00	\$15.00	\$52,650.00
84	P-401	BITUMINOUS CONCRETE SURFACE COURSE	410	TON	\$180.00	\$73,800.00	\$310.51	\$127,309.10	\$220.00	\$90,200.00	\$200.00	\$82,000.00
TOTAL ADDITIVE ALTERNATE IV ITEMS - NON-AIP ELIGIBLE ITEMS						\$97,765.50		\$204,919.10		\$125,794.00		\$143,490.00
TOTAL ADDITIVE ALTERNATE IV BID ITEMS AMOUNT						\$208,655.50		\$456,306.81		\$255,471.00		\$274,283.50

BID TABULATION
HANGARS TAXILANE REHABILITATION
CONCORD-PADGETT REGIONAL AIRPORT
 Thursday, March 23, 2023

ADDITIVE ALTERNATE V BID ITEMS - AIP ELIGIBLE ITEMS					Blythe Brothers Asphalt Co., LLC Charlotte, NC License # 42840		J.D. Goodrum Co, Inc. Cornelius, NC License # 19284		Sealand Contractors Corporation Charlotte, NC License # 30748		ENGINEERING ESTIMATE	
ITEM	SPEC				UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
85	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP) - ADD. ALT. V	1	LS	\$33,500.00	\$33,500.00	\$4,762.15	\$4,762.15	\$27,540.00	\$27,540.00	\$60,000.00	\$60,000.00
86	C-105	MOBILIZATION - ADDITIVE ALTERNATE V	1	LS	\$6,000.00	\$6,000.00	\$51,959.70	\$51,959.70	\$19,025.00	\$19,025.00	\$13,000.00	\$13,000.00
87	P-101	CRACK REPAIR	1,090	LF	\$3.50	\$3,815.00	\$3.48	\$3,793.20	\$3.40	\$3,706.00	\$4.00	\$4,360.00
88	P-101	COLD MILLING	1,720	SY	\$4.75	\$8,170.00	\$21.49	\$36,962.80	\$8.25	\$14,190.00	\$15.00	\$25,800.00
89	P-401	BITUMINOUS CONCRETE SURFACE COURSE	200	TON	\$180.00	\$36,000.00	\$387.32	\$77,464.00	\$220.00	\$44,000.00	\$200.00	\$40,000.00
90	P-620	MARKING	660	SF	\$3.00	\$1,980.00	\$2.91	\$1,920.60	\$2.80	\$1,848.00	\$1.20	\$792.00
91	P-620	REFLECTIVE MEDIA	1	LS	\$750.00	\$750.00	\$580.75	\$580.75	\$650.00	\$650.00	\$600.00	\$600.00
92	P-620	TEMPORARY MARKING	660	SF	\$3.00	\$1,980.00	\$2.91	\$1,920.60	\$2.80	\$1,848.00	\$0.75	\$495.00
TOTAL ADDITIVE ALTERNATE V ITEMS - AIP ELIGIBLE ITEMS						\$92,195.00		\$179,363.80		\$112,807.00		\$145,047.00
ADDITIVE ALTERANTE V BID ITEMS - NON-AIP ELIGIBLE ITEMS												
93	P-101	CRACK REPAIR	1,370	LF	\$3.50	\$4,795.00	\$3.48	\$4,767.60	\$3.40	\$4,658.00	\$4.00	\$5,480.00
94	P-101	COLD MILLING	2,170	SY	\$4.75	\$10,307.50	\$21.08	\$45,743.60	\$8.25	\$17,902.50	\$15.00	\$32,550.00
95	P-401	BITUMINOUS CONCRETE SURFACE COURSE	250	TON	\$190.00	\$47,500.00	\$343.39	\$85,847.50	\$220.00	\$55,000.00	\$200.00	\$50,000.00
TOTAL ADDITIVE ALTERNATE V ITEMS - NON-AIP ELIGIBLE ITEMS						\$62,602.50		\$136,358.70		\$77,560.50		\$88,030.00
TOTAL ADDITIVE ALTERNATE V BID ITEMS AMOUNT						\$154,797.50		\$315,722.50		\$190,367.50		\$233,077.00

BID TABULATION
HANGARS TAXILANE REHABILITATION
CONCORD-PADGETT REGIONAL AIRPORT
 Thursday, March 23, 2023

ADDITIVE ALTERNATE VI BID ITEMS - AIP ELIGIBLE ITEMS					Blythe Brothers Asphalt Co., LLC Charlotte, NC License # 42840		J.D. Goodrum Co, Inc. Cornelius, NC License # 19284		Sealand Contractors Corporation Charlotte, NC License # 30748		ENGINEERING ESTIMATE	
ITEM NO.	SPEC NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL	UNIT PRICE	EXT TOTAL
85	C-100	CONTRACTOR QUALITY CONTROL PROGRAM (CQCP) - ADD. ALT. VI	1	LS	\$32,000.00	\$32,000.00	\$4,762.15	\$4,762.15	\$27,009.00	\$27,009.00	\$60,000.00	\$60,000.00
86	C-105	MOBILIZATION - ADDITIVE ALTERNATE VI	1	LS	\$6,000.00	\$6,000.00	\$55,432.59	\$55,432.59	\$18,490.00	\$18,490.00	\$12,900.00	\$12,900.00
87	P-101	CRACK REPAIR	1,060	LF	\$3.50	\$3,710.00	\$3.48	\$3,688.80	\$3.40	\$3,604.00	\$4.00	\$4,240.00
88	P-101	COLD MILLING	1,680	SY	\$4.75	\$7,980.00	\$21.20	\$35,616.00	\$9.00	\$15,120.00	\$15.00	\$25,200.00
89	P-401	BITUMINOUS CONCRETE SURFACE COURSE	200	TON	\$190.00	\$38,000.00	\$426.97	\$85,394.00	\$220.00	\$44,000.00	\$200.00	\$40,000.00
90	P-620	MARKING	650	SF	\$3.00	\$1,950.00	\$2.91	\$1,891.50	\$2.80	\$1,820.00	\$1.20	\$780.00
91	P-620	REFLECTIVE MEDIA	1	LS	\$750.00	\$750.00	\$580.75	\$580.75	\$650.00	\$650.00	\$600.00	\$600.00
92	P-620	TEMPORARY MARKING	650	SF	\$3.00	\$1,950.00	\$2.91	\$1,891.50	\$2.80	\$1,820.00	\$0.75	\$487.50
TOTAL ADDITIVE ALTERNATE VI ITEMS - AIP ELIGIBLE ITEMS						\$92,340.00		\$189,257.29		\$112,513.00		\$144,207.50
ADDITIVE ALTERNATE VI BID ITEMS - NON-AIP ELIGIBLE ITEMS												
93	P-101	CRACK REPAIR	1,240	LF	\$3.50	\$4,340.00	\$3.48	\$4,315.20	\$3.40	\$4,216.00	\$4.00	\$4,960.00
94	P-101	COLD MILLING	1,960	SY	\$4.75	\$9,310.00	\$21.20	\$41,552.00	\$9.00	\$17,640.00	\$15.00	\$29,400.00
95	P-401	BITUMINOUS CONCRETE SURFACE COURSE	230	TON	\$190.00	\$43,700.00	\$393.53	\$90,511.90	\$220.00	\$50,600.00	\$200.00	\$46,000.00
TOTAL ADDITIVE ALTERNATE VI ITEMS - NON-AIP ELIGIBLE ITEMS						\$57,350.00		\$136,379.10		\$72,456.00		\$80,360.00
TOTAL ADDITIVE ALTERNATE VI BID ITEMS AMOUNT						\$149,690.00		\$325,636.39		\$184,969.00		\$224,567.50

BID TABULATION - SUMMARY
HANGARS TAXILANE REHABILITATION
CONCORD-PADGETT REGIONAL AIRPORT
Thursday, March 23, 2023

	Blythe Brothers Asphalt Co., LLC	J.D. Goodrum Co, Inc.	Sealand Contractors Corporation
BASE BID			
TOTAL BASE BID AMOUNT - AIP ELIGIBLE ITEMS	\$938,925.00	\$1,203,199.42	\$1,327,644.50
TOTAL BASE BID AMOUNT - NON-AIP ELIGIBLE ITEMS	\$740,000.00	\$945,455.15	\$929,285.00
TOTAL BASE BID AMOUNT	\$1,678,925.00	\$2,148,654.57	\$2,256,929.50
ADDITIVE ALTERNATE I BID ITEMS			
TOTAL ADDITIVE ALTERNATE I ITEMS - AIP ELIGIBLE ITEMS	\$301,915.00	\$401,876.50	\$391,887.50
TOTAL ADDITIVE ALTERNATE I ITEMS - NON-AIP ELIGIBLE ITEMS	\$207,970.00	\$287,121.45	\$253,898.00
TOTAL ADDITIVE ALTERNATE I BID ITEMS AMOUNT	\$509,885.00	\$688,997.95	\$645,785.50
ADDITIVE ALTERNATE II BID ITEMS			
TOTAL ADDITIVE ALTERNATE II ITEMS - AIP ELIGIBLE ITEMS	\$432,960.00	\$576,386.51	\$542,411.00
TOTAL ADDITIVE ALTERNATE II ITEMS - NON-AIP ELIGIBLE ITEMS	\$229,850.00	\$280,975.05	\$247,349.00
TOTAL ADDITIVE ALTERNATE II BID ITEMS AMOUNT	\$662,810.00	\$857,361.56	\$789,760.00
ADDITIVE ALTERNATE III BID ITEMS			
TOTAL ADDITIVE ALTERNATE III ITEMS - AIP ELIGIBLE ITEMS	\$102,220.00	\$194,845.50	\$127,224.00
TOTAL ADDITIVE ALTERNATE III ITEMS - NON-AIP ELIGIBLE ITEMS	\$125,050.00	\$228,671.60	\$159,590.00
TOTAL ADDITIVE ALTERNATE III BID ITEMS AMOUNT	\$227,270.00	\$423,517.10	\$286,814.00
ADDITIVE ALTERNATE IV BID ITEMS			
TOTAL ADDITIVE ALTERNATE IV ITEMS - AIP ELIGIBLE ITEMS	\$110,890.00	\$251,387.71	\$129,677.00
TOTAL ADDITIVE ALTERNATE IV ITEMS - NON-AIP ELIGIBLE ITEMS	\$97,765.50	\$204,919.10	\$125,794.00
TOTAL ADDITIVE ALTERNATE IV BID ITEMS AMOUNT	\$208,655.50	\$456,306.81	\$255,471.00
ADDITIVE ALTERNATE V BID ITEMS			
TOTAL ADDITIVE ALTERNATE V ITEMS - AIP ELIGIBLE ITEMS	\$92,195.00	\$179,363.80	\$112,807.00
TOTAL ADDITIVE ALTERNATE V ITEMS - NON-AIP ELIGIBLE ITEMS	\$62,602.50	\$136,358.70	\$77,560.50
TOTAL ADDITIVE ALTERNATE V BID ITEMS AMOUNT	\$154,797.50	\$315,722.50	\$190,367.50
ADDITIVE ALTERNATE VI BID ITEMS			
TOTAL ADDITIVE ALTERNATE VI ITEMS - AIP ELIGIBLE ITEMS	\$92,340.00	\$189,257.29	\$112,513.00
TOTAL ADDITIVE ALTERNATE VI ITEMS - NON-AIP ELIGIBLE ITEMS	\$57,350.00	\$136,379.10	\$72,456.00
TOTAL ADDITIVE ALTERNATE VI BID ITEMS AMOUNT	\$149,690.00	\$325,636.39	\$184,969.00
TOTAL BASE BID + ADDITIVE ALTERNATE BIID ITEMS	\$3,592,033.00	\$5,216,196.88	\$4,610,096.50

STANDARD FORM CONSTRUCTION CONTRACT

This contract (together with all exhibits and valid amendments, the "Agreement" or the "Contract") is made and entered into as of the 9th ___ day of March _____, 2023 ____, by the City of CONCORD ("City") and Central Carolina Air Conditioning Company, LLC ("Contractor"), () a corporation, () a professional corporation, () a professional association, (X) a limited partnership, () a sole proprietorship, or () a general partnership; organized and existing under the laws of the State of North Carolina.

Sec. 1. Background and Purpose. The existing carbon room filtration system at Coddle Creek Water Treatment Plant is reaching the end of its useful life and is proving to be inefficient in filtration. As such, this project will involve the replacement of the filtration system in whole to modernize and improve performance with respect to filtration in the carbon room.

Sec. 2. Services and Scope to be Performed. The Contractor shall provide the services at the charges set forth either in this paragraph or in Exhibit "A". Additional exhibits may be used to further define this Agreement when the Contractor and City so agree. Any additional exhibits shall be designated as exhibits to the Agreement with capitalized, sequential letters of the alphabet, shall be attached hereto and incorporated herein by reference as if the same were fully recited, and shall become terms of this Agreement upon execution by both parties.

In this Contract, "services" means the services that the Contractor is required to perform pursuant to this Contract and all of the Contractor's duties to the City that arise out of this Contract. Any amendments, corrections, or change orders by either party must be made in writing signed in the same manner as the original. (This form may be used for amendments and change orders.) The City reserves the right to refuse payment for any work outside that authorized herein or pursuant to a duly approved amendment or change order.

Sec. 3. Complete Work without Extra Cost. Unless otherwise provided, the Contractor shall obtain and provide, without additional cost to the City, all labor, materials, equipment, transportation, facilities, services, permits, and licenses necessary to perform the Work.

Sec. 4. Compensation. The City shall pay the Contractor for the Work as described in this paragraph below OR as described in Exhibit "A" attached. In the event of a conflict, the provisions of this paragraph shall control. Any additional expenses or charges shall only be paid after both the City and the Contractor agree to and execute a written change order. The City shall not be obligated to pay the Contractor any fees, payments, expenses or compensation other than those authorized in this Contract or in a duly-approved change order. All payments shall be deemed inclusive of tax and other obligations.

Sec. 4a. Retainage. The City shall withhold no retainage on Contracts having a "total project cost" of less than \$100,000.00. The City may withhold retainage on contracts having a total project cost between \$100,000 and \$200,000. The City shall withhold retainage on contracts whose total project cost exceeds \$300,000. When withheld, retainage shall equal no more than five percent of each progress payment. When the project is fifty per cent complete, the City shall not retain anything from future project payments provided that (i) the surety concurs in writing, (ii) the Contractor continues to perform satisfactorily, (iii) any non-conforming work identified in writing by the architect, engineer(s) or City has been corrected by the Contractor and accepted by the architect, engineer(s) or City. However, if the City determines that the Contractor's performance is unsatisfactory, the City may withhold up to five percent retainage from each project payment. The City may withhold additional amounts above five percent for unsatisfactory job progress, defective construction not remedied, disputed work, third party claims filed against the owner or reasonable evidence that a third-party claim will be filed.

Definitions:

"Total Project Cost": Total value of the Contract and any approved change orders or amendments.

"Project is Fifty Percent Complete": When the Contractor's validly-issued gross project invoices (excluding the value of the materials stored off-site) equal or exceed fifty percent of the value of the Contract, except that the value of

materials stored on-site shall not exceed twenty percent of the Contractor's gross project invoices for the purpose of determining whether the project is fifty percent complete.

Sec. 5. Term. The Contractor shall commence work within fourteen (14) days of the date of its receipt of written Notice to Proceed from the City. The date that is (14) days from the date of the Contractor's receipt of the Notice to Proceed shall be the "Commencement Date." All work as set forth in the Scope of Services in Exhibit "A" shall be completed within one hundred and twenty (120) business calendar days of the Commencement Date contingent upon equipment delivery date. The date that is one hundred and twenty (120) business calendar days from the Commencement Date shall be the "Completion Date." Time is of the essence with regard to this Project. If Contractor's obligations are not completed by the Completion Date, the City reserves the right to nullify this Agreement, order the Contractor to immediately cease all work under this Agreement and vacate the premises, and to seek professional services equivalent to those outlined in Exhibit "A." The Contractor shall be held accountable for all damages incurred by the City as a consequence of the missed Completion Date. The exercise of any of these rights by the City shall not be interpreted to prejudice any other rights the City may have under this Agreement or in law or equity. This Contract shall not be automatically extended unless agreed to in writing by the City or as provided in Exhibit "A".

Sec. 6. Contractor's Billings to City. Payments will be made in accordance with the schedule found in this section below OR attached at Exhibit "A". Contractor shall submit an original pay request (invoice) to the City Purchasing Agent by the first of each month in order to expedite payment. Upon receipt of the request the City Purchasing Agent shall verify the amounts and if correct forward the request to the Accounts Receivable Division of the Finance Dept. Final payment on the Contract shall be made in 45 days, except in the case of retainage. Within 60 days after the submission of the final pay request, the City (with the written consent of the surety) shall release to the Contractor all retainage payments IF the City receives a certificate of substantial completion from the architect, engineer or designer-in-charge of the project OR the City receives beneficial occupancy and use of the project. In either case, the City may retain up to 2.5 times the estimated value of the work to be completed or corrected.

Sec. 7. Insurance. Contractor shall maintain and cause all sub-contractors to maintain insurance policies at all times with minimum limits as follows:

<u>Coverage</u>	<u>Minimum Limits</u>
Workers' Compensation	\$500,000 each accident, \$500,000 bodily injury by disease each employee, \$500,000 bodily injury by disease policy limit
General Liability	\$1,000,000 per occurrence regardless of the contract size
Automobile Liability	\$1,000,000 per occurrence regardless of the contract size
Umbrella	<input checked="" type="checkbox"/> \$1,000,000 per occurrence if contract does not exceed 180 days and does not exceed \$500,000; otherwise,
	<input type="checkbox"/> \$2,000,000 per occurrence

Contractor shall provide a Certificate of Insurance to the City listing the City as an additional insured. Such Certificate shall be in a form acceptable to the City.

Sec. 8. Documentation Requirements:

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

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

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

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

Sec. 9. Performance of Work by Contractor.

(a) The Contractor warrants that all work performed under this Contract conforms to the Contract requirements and is free of any defect in equipment, material, or design furnished, or workmanship performed by the Contractor or any subcontractor or supplier at any tier. This warranty shall continue for a period of 1 year from the date of issuance by the City of written final completion of the work.

(b) The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to City - owned or controlled real or personal property, when that damage is the result of--

(1) The Contractor's failure to conform to contract requirements; or

(2) Any defect of equipment, material, workmanship, or design furnished.

(c) The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for 1 year from the date of repair or replacement.

(d) The City shall notify the Contractor, in writing, within a reasonable time, not to exceed 30 days, after the discovery of any failure, defect, or damage.

(e) If the Contractor fails to remedy any failure, defect, or damage within a reasonable time, not to exceed 30 days unless otherwise agreed in writing and signed by the City Manager or his designee, after receipt of notice, the City shall have the right to replace repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

(f) With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Contract, the Contractor shall--

(1) Obtain all warranties that would be given in normal commercial practice,

(2) Require all warranties to be executed, in writing, for the benefit of the City, if directed to do so by the City; and

(3) Enforce all warranties for the benefit of the City, if directed to do so by the City

(g) In the event the Contractor's warranty has expired, the City may bring suit at its expense to enforce a subcontractor's, manufacturer's, or supplier's warranty.

(h) Unless a defect is caused by the negligence of the Contractor or subcontractor or supplier at any tier, the Contractor shall not be liable for the repair of any defects of material or design furnished by the City nor for the repair of any damage that results from any defect in City-furnished material or design.

Sec. 10. Performance of Work by City. If the Contractor fails to perform the Work in accordance with the schedule referred to in Exhibit "A", the City may, in its discretion, perform or cause to be performed some or all of the Work, and doing so shall not waive any of the City's rights and remedies. Before doing so, the City shall give the Contractor reasonable notice of its intention. The Contractor shall reimburse the City for all costs incurred by the City in exercising its right to perform or cause to be performed some or all of the Work pursuant to this section.

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

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

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

In case of conflict between an attachment and the text of this contract excluding the attachment, the text of this contract shall control. Any attachment that materially alters the standard terms contained herein must be reviewed by the City Attorney and approved by the City in writing.

Sec. 12. Notice. (a) All notices and other communications required or permitted by this Contract shall be in writing and shall be given either by personal delivery, fax, or certified United States mail, return receipt requested, addressed as follows:

To the City:

Jeff Corley, Director of Water Resources
City of Concord
P.O. Box 308
Concord, NC 28026
Fax Number: (704) 786-4521

VaLerie Kolczynski, Esq.
City Attorney
PO Box 308
Concord, NC 28026
Fax Number: (704) 784-1791

To the Contractor:

Bobby Davis, Project Manager
Central Carolina Air Conditioning, LLC
1800a Fairfax Rd.
Greensboro, NC 27407
Fax Number: (336) 510-3070

(b) **Change of Address, Date Notice Deemed Given:** A change of address, fax number, or person to receive notice may be made by either party by notice given to the other party. Any notice or other communication under this Contract shall be deemed given at the time of actual delivery, if it is personally delivered or sent by fax. If the notice or other communication is sent by US Mail, it shall be deemed given upon the third calendar day following the day on which such notice or other communication is deposited with the US Postal Service or upon actual delivery, whichever first occurs.

Sec. 13. Indemnification. To the maximum extent allowed by law, the Contractor shall defend, indemnify, and save harmless the City of Concord, its agents, officers, and employees, from and against all charges that arise in any manner from, in connection with, or out of this Contract as a result of the acts or omissions of the Contractor or subcontractors or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable except for damage or injury caused solely by the negligence of the City its agents, officers, or employees. In performing its duties under this section, the Contractor shall at its sole expense defend the City of Concord, its agents, officers, and employees with legal counsel reasonably acceptable to City. As used in this subsection – "Charges" means claims, judgments, costs, damages, losses, demands, liabilities, duties, obligations, fines, penalties, royalties, settlements, expenses, interest, reasonable attorney's fees, and amounts for alleged violations of sedimentation pollution, erosion control, pollution, or other environmental laws, regulations, ordinances, rules, or orders. Nothing in this section shall affect any warranties in favor of the City that are otherwise provided in or arise out of this Contract. This section is in addition to and shall be construed separately from any other indemnification provisions that may be in this Contract.

This section shall remain in force despite termination of this Contract (whether by expiration of the term or otherwise) and termination of the services of the Contract under this Contract.

Sec. 14. Corporate Status. If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this Contract, at the sole option of the City and without prejudice to City's other remedies, shall be declared null and void or the Contractor shall execute a new contract showing the Contractor's correct legal entity.

Sec. 15. Miscellaneous.

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

(b) Waiver. No action or failure to act by the City shall constitute a waiver of any of its rights or remedies that arise out this Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

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

(d) Severability. If any provision of this Contract shall be unenforceable, the remainder of this Contract shall be enforceable to the extent permitted by law.

(e) Assignment, Successors and Assigns. Without the City's written consent, the Contractor shall not assign (which includes to delegate) any of its rights (including the right to payment) or duties that arise out this Contract. Unless the City otherwise agrees in writing, the Contractor and all assigns shall be subject to all of the City's defenses and shall be liable for all of the Contractor's duties that arise out of this Contract and all of the City's claims that arise out of this Contract. Without granting the Contractor the right to assign, it is agreed that the duties of the Contractor that arise out of this Contract shall be binding upon it and its heirs, personal representatives, successors, and assigns.

(f) Compliance with Law. In performing all of the Work, the Contractor shall comply with all applicable law. Without limitation, Contractor shall comply with the requirements of Article 2, Chapter 64 (Verification of Work Authorization) of the North Carolina General Statutes relating to E-Verify. Further, if Contractor utilizes a subcontractor, Contractor shall require the subcontractor to comply with the requirements of Article 2 of Chapter 64 of the General Statutes. Pursuant to the requirements of the Iran Divestment Act, N.C.G.S. § 143C-6A-1, et. seq., Contractor certifies that that as of the Effective Date of this Agreement, Contractor is not on the Final Divestment List as created by the State Treasurer in compliance with N.C.G.S. § 143-6A-4 and located at www.ontreasurer.com/Iran. Furthermore, Contractor agrees that it will not enter into any subcontracts for the performance of this Agreement with any entity on the Final Divestment List.

(g) City Policy. THE CITY OPPOSES DISCRIMINATION ON THE BASIS OF RACE AND SEX AND URGES ALL OF ITS CONTRACTORS TO PROVIDE A FAIR OPPORTUNITY FOR MINORITIES AND WOMEN TO PARTICIPATE IN THEIR WORK FORCE AND AS SUBCONTRACTORS AND VENDORS UNDER CITY CONTRACTS.

(h) EEO Provisions. During the performance of this Contract the Contractor agrees as follows:
(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability. The Contractor shall post in conspicuous places available to employees and applicants for employment, notices setting forth these EEO provisions.
(2) The Contractor in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, political affiliation or belief, age, or disability.

(i) No Third Party Right Created. This Contract is intended for the benefit of the City and the Contractor and not any other person.

(j) Principles of Interpretation. In this Contract, unless the context requires otherwise the singular includes the plural and the plural the singular. The pronouns "it" and "its" include the masculine and feminine. Reference to statutes or regulations include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation. References to contracts and agreements shall be deemed to include all amendments to them. The word

“person” includes natural persons, firms, companies associations, partnerships, trusts, corporations, governmental agencies and units, and any other legal entities.

(k) Modifications, Entire Agreement. A modification of this Contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. Further, a modification is not enforceable against the City unless the City Manager or other duly authorized official signs it for the City. This Contract contains the entire agreement between the parties pertaining to the subject matter of this Contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties, or understandings, written or oral, expressed or implied, between the parties, other than as set forth or referenced in this Contract.

(l) Corporate Seal. If a corporate seal is included by any party to this Contract, it is only for authentication purposes. This Contract is not signed under seal.

(m) No Employment Relationship. For all matters relating to this Agreement, Contractor shall be deemed an Independent Contractor. Nothing in this Agreement shall be construed in such a manner as to create an employee-employer relationship between City and Contractor.

(The following section applies to construction contracts only if the total amount of contracts awarded for the project is \$300,000 or more.)

Sec. 16. Bonding. Both performance and payment bonds for the full amount of this Contract are required to be attached. Instead of bonds, you may submit a deposit of money, certified check or government securities for the full amount of the Contract. The performance bond shall have a value equal to 100% of this Contract. This bond shall be conditioned upon faithful performance of the Contract in accordance with the plans, specifications and conditions of the Contract. The performance bond shall be solely for the protection of the City. The payment bond shall be in an amount equal to 100% of the Contract, and conditioned upon the prompt payment for all labor or materials for which a contractor or subcontractor is liable. The payment bond shall be solely for the protection of the persons furnishing materials or performing labor for which a contractor, subcontractor or construction manager at risk is liable.

When the total amount of contracts awarded for any project exceeds three hundred thousand dollars (\$300,000), performance and payment bonds are required from any contractor or construction manager at risk with a contract amount of or exceeding fifty thousand dollars (\$50,000).

MRC
N/A

Sec. 17. Dispute Resolution. It is understood and agreed that NCGS 143-128(f1-g) requires that disputes arising under an agreement for the erection, construction, alteration or repair of a building be subject to a dispute resolution process specified by the City. The amount in controversy shall be at least \$15,000.00 before this dispute resolution procedure may be used. In compliance with this statutory provision, the City specifies this Section as the dispute resolution process to be used on this Project. It is further understood and agreed that this dispute resolution process is based on non-binding mediation and will only be effective to the extent that the Parties to any mediated dispute participate in the mediation in good faith. It is also understood and agreed that the City is under no obligation under any circumstance to secure or enforce the participation of any other Party in the mediation of any dispute subject to this Section and NCGS 143-128(f1-g).

This Section 17 does not apply to:

- (a) **The purchase and erection of prefabricated or relocatable buildings or portions of such buildings, except that portion of the work that must be performed at the construction site; or**
- (b) **The erection, construction alteration or repair of a building when the cost of such building is \$300,000 or less.**

17.1 Any dispute arising between or among the Parties listed in Section 17.3 that arises from an agreement to construct the Project, including without limitation a breach of such agreement, shall be subject to non-binding mediation administered by the American Arbitration Association under its Construction Industry Mediation Rules (“Rules”), except as otherwise expressly set forth in this Section. To the extent any provision of the Rules is inconsistent with the provisions of this Section, the provisions of this Section shall control. The mediation provided in this Section shall be used pursuant to this Agreement and NCGS 143-128(f1-g) and is in lieu of any dispute resolution process adopted by the North Carolina State Building Commission, which process shall not apply to this Project.

17.2 For purposes of this Section the following definitions shall apply:

- a. *Agreement to construct the Project* means an agreement to construct the Project that is subject to the requirements of NCGS 143-128 and does not include any agreement related to the Project that is not subject to said statute.
- b. *Construct or construction* refers to and includes the erection, construction, alteration or repair of the Project.
- c. *Party or Parties* refers to the parties listed in Section 16.4.
- d. *Project* means the building to be erected, constructed, altered or repaired pursuant to this Agreement.

17.3 The City and any Party contracting with the City or with any first-tier or lower-tier subcontractor for the construction of the Project agree to participate in good faith in any mediation of a dispute subject to this Section and NCGS 143-128(f1-g), including without limitation the following Parties (if any): architect(s), engineer(s), surveyor(s), construction manager, construction manager at risk, prime contractor(s), surety(ies), subcontractor(s), and supplier(s).

17.4 In order to facilitate compliance with NCGS 143-128(f1-g), the Contractor and all other Parties shall include this Section 17 in every agreement to which it (any of them) is a Party for the construction of the Project without variation or exception. Failure to do so will constitute a breach of this Agreement, and the Contractor or other Party failing to include this Section in any agreement required by this Section shall indemnify and hold harmless the remaining Parties from and against any and all claims, including without limitation reasonable attorney fees and other costs of litigation, arising in any manner from such breach. Notwithstanding the foregoing provisions of this Section, it is expressly understood and agreed that the Parties are intended to be and shall be third-party beneficiaries of the provisions of this Section and can enforce the provisions hereof.

17.5 The following disputes are not subject to mediation: (i) a dispute seeking a non-monetary recovery; and (ii) a dispute seeking a monetary recovery of \$15,000 or less.

17.6 A dispute seeking the extension of any time limit set forth in an agreement to construct the Project shall be subject to mediation pursuant to this Section and NCGS 143-128(f1-g), but only if the damages which would be suffered by the Party seeking the extension would exceed \$15,000 if the disputed extension is denied. To the extent that liquidated damages are set forth in such agreement as the measurement of damages for failure by such Party to meet such time limit, such liquidated damages shall be the exclusive standard for determining the amount of damages associated with such dispute.

17.7 For purposes of this Section, a dispute is limited to the recovery of monetary damages from the same transaction or occurrence against a single Party or two or more Parties alleged to be liable jointly, severally or in the alternative. Two or more disputes may not be consolidated or otherwise combined without the consent of all Parties to such disputes.

17.8 In addition to such matters as are required by the Rules, a request for mediation shall include the amount of the monetary relief requested.

17.9 Prior to requesting mediation, a Party must form a good faith belief that it is entitled under applicable law to recover the monetary amount to be included in the request from one or more of the remaining Parties. Such belief must be based on a reasonable and prudent investigation into the dispute that is the subject of the request. The request for mediation must be based on such investigation and may not include any amount or the name of any remaining Party, unless supported by such investigation and good faith belief by the Party requesting the mediation.

17.10 If a Party breaches any provision of Section 17.9, it shall indemnify and hold harmless all other Parties from any costs, including reasonable attorney fees and other costs of litigation, and damages incurred by such other Parties that arise from such breach.

17.11 All expenses incurred by a Party to a dispute in preparing and presenting any claim or defense at the

mediation shall be paid by the Party. Such expenses include without limitation preparation and production of witnesses and exhibits and attorney fees. All other expenses of the mediation, including filing fees and required traveling and other expenses of the mediator, shall be borne as follows: one half by the Party requesting the mediation, with the remaining parties paying equal shares of the remaining expenses and costs; provided that, if the City is named as a party to the mediation, the City shall pay at least one-third of the mediation expenses and costs divided among the Parties. If more than one Party to a dispute requests a mediation, the mediation expenses and costs to be divided among the Parties shall be borne equally by the Parties to the dispute; provided that, if the City is named as a Party to the mediation, the City shall pay at least one-third of the mediation expenses and costs divided among the Parties.

17.12 The mediation shall be held at a location agreeable to the mediator and all of the Parties; provided that, if no agreement can be reached, the mediation will be held at such location in Cabarrus County as the mediator shall determine.

17.13 The provisions of this Section are subject to any other provision of this Agreement concerning the submission, documentation and/or proof of any claim or dispute. Such other provisions shall apply in full force and shall be satisfied as a condition precedent to mediation pursuant to this Section.

17.14 The Parties understand and agree that mediation in accordance with this Section shall be a condition precedent to institution of any legal or equitable proceeding seeking monetary recovery based on any dispute that is subject to mediation pursuant to this Section.

Sec. 18. Breach. In the event of a violation of any material term of this Agreement, the non-violating party may terminate the Agreement upon written notice. Such notice shall state the violation with specificity and shall give ten (10) days to cure the violation. The cure period shall be measured as ten (10) days from the date of receipt of notice by the violating party, or, if the date is not known, then thirteen (13) days from the date the notice is placed in the United States Post. If the violation remains uncorrected at the end of the cure period, the Agreement shall be terminated without any further action by the non-violating party. Any remaining disputes shall be subject to the dispute resolution procedure set forth above, if applicable.

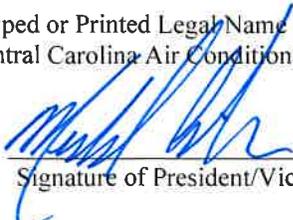
[Signature Page to Follow]

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this Contract to be executed by their respective duly authorized agents or officers.

CITY OF CONCORD:

(Typed or Printed Legal Name of Contractor)
Central Carolina Air Conditioning Company, LLC

By: _____
City Manager

By:  _____
Signature of President/Vice President/Manager/Partner

Date: _____

Printed Name: _____ Michael Corriher _____
Title: _____ Chief Engineer _____

ATTEST BY: _____

City Clerk

Date: 3/9/23 _____

ATTEST:
BY:  _____
Signature of Vice President, Secretary, or other officer

Printed Name: Cliff Shepler _____

APPROVED AS TO FORM:

Attorney for the City of Concord

Title CFO _____

SEAL

APPROVAL BY CITY FINANCE OFFICER

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

Signature

EXHIBIT "A"

This document is an Exhibit to the Agreement for Professional Services between the CITY OF CONCORD and Central Carolina Air Conditioning Company, LLC dated March 9 2023 .

Scope of Services:

See Attachment A.

Fee for Scope of Services:

The fee for services shall not exceed \$116,425.00 (One hundred thousand four hundred twenty-five dollars and no cents) and shall be based on a lump sum format, whereby fees would be invoiced by the amount of actual percent complete on the construction. Invoices shall be directed to: City of Concord Attention: Kevin Plemmons, PE, Post Office Box 308, Concord, NC 28026-0308. Should changes or extra services be needed, which will cause a cost overrun; Carolina Air Conditioning Company, LLC will consult with the City for adjustments prior to conducting the work.

The budget for the scope of services is based on Attachment A.

EXHIBIT "B"

STATE OF NORTH CAROLINA

AFFIDAVIT

COUNTY OF CABARRUS

I, Michael Corriher (the individual signing below), being duly authorized by and on behalf of Central Carolina Air Conditioning Company, LLC

(the legal name of the entity entering the contract, "Employer") after first being duly sworn hereby swears or affirms as follows:

- 1. Employer understands that E-Verify is the federal E-Verify program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program used to verify the work authorization of newly hired employees pursuant to federal law in accordance with NCGS §64-26.
- 2. Employer understands that Employers Must Use E-Verify. Each employer (as such term is defined in NCGS § 64-25), after hiring an employee (as such term is defined in NCGS § 64-25) to work in the United States, shall verify the work authorization of the employee through E-Verify in accordance with NCGS§64-26(a). Employer attests that Employer is in compliance with the requirements of the federal and state laws relevant to E-verify.
- 3. Employer is a person, business entity, or other organization that transacts business in the State of North Carolina. Employer employs 25 or more employees in this State. (mark Yes or No)
 - a. YES X, or b. NO _____.
- 4. Employer attests that all subcontractors employed by it as part of this contract comply with the requirements of E-Verify, and Employer will ensure compliance with E-Verify by any subcontractors subsequently hired by Employer as part of any contract with the City of Concord.
- 5. Employer shall have a continuing duty to inform the City of Concord of any changes to this sworn information.

This 9th day of March, 2023.

Signature of Affiant: [Handwritten Signature]
Print or Type Name: Michael Corriher

State of North Carolina County of ~~Cabarrus~~ Guilford

Signed and sworn to (or affirmed) before me, this the 9th day of March, 2023.

My Commission Expires: [Handwritten Signature]
04/26/2026

Deborah C Taylor Notary Public
NOTARY PUBLIC
Forsyth
North Carolina
My Commssion Expires April 26, 2026

(Affix Official/Notarial Seal)



EXHIBIT "C"

TAX FORM(S)

Request for Taxpayer Identification Number and Certification

**Give Form to the
 requester. Do not
 send to the IRS.**

▶ Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	<p>1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.</p> <p>Central Carolina Air Conditioning Company, LLC</p> <p>2 Business name/disregarded entity name, if different from above</p>	
	<p>3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.</p> <p> <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input checked="" type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate </p> <p> <input checked="" type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____ </p> <p>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</p> <p> <input type="checkbox"/> Other (see instructions) ▶ _____ </p>	<p>4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>
	<p>5 Address (number, street, and apt. or suite no.) See instructions.</p> <p>1800-A Fairfax Road</p> <p>6 City, state, and ZIP code</p> <p>Greensboro, NC 27407</p> <p>7 List account number(s) here (optional)</p>	<p>Requester's name and address (optional)</p>

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
or									
Employer identification number									
1	4	-	1	8	6	1	4	7	0

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ▶ <i>Deborah C Taylor</i>	Date ▶ 3/10/2023
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

EXHIBIT "D"

CERTIFICATE OF INSURANCE



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

3/6/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 3625 N. Elm Street Suite 200 Greensboro NC 27455	CONTACT NAME: Deana A Sessions, CISR, CIC PHONE (A/C, No., Ext): 336-544-6853 E-MAIL ADDRESS: Deana.Sessions@marshmma.com	FAX (A/C, No): 212-607-6537													
	<table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B : Travelers Prop & Casualty Co of America</td> <td>25674</td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B : Travelers Prop & Casualty Co of America	25674	INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER E :															
INSURER F :															
INSURED Central Carolina Air Conditioning Company, LLC and Central Carolina Air Conditioning Company, LLC DBA CCAC Building Solutions 1800-A Fairfax Rd Greensboro NC 27407	CENTR03														

COVERAGES **CERTIFICATE NUMBER:** 90031526 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:	Y	Y	MWZY31194723	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY	Y		MWTB31194823	2/1/2023	2/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000	Y		CUP8S48420923NF	2/1/2023	2/1/2024	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	MWC31194623	2/1/2023	2/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project Name: Coddle Creek Water Treatment Plant

The City of Concord is included as additional insured with respect to the general liability, automobile liability and umbrella liability policies as required by written contract. Waiver of subrogation applies in favor of the City of Concord on the general liability and workers compensation policies as required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Concord
 Attention: Risk Management
 PO Box 308
 Concord NH 28026-0308

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

John R. Anderson Jr.

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1800-A Fairfax Road
Greensboro, NC 27417-0837
888.967.0234 toll free
336.510.3070 fax

PROPOSAL

Project Name Coddle Creek Water Treatment Plant
Project/Job #
Project Address: 6935 Davidson Hwy, Concord, NC 28027
Onsite Contact Mike Filkins (704) 920-5728 [filkinsm@concordnc.gov]

Sales Consultant: Bobby Davis
Date: March 1, 2023

Project Summary: Replace Carbon Dust Collector

Equipment:

Existing: Donaldson dust collector (CAB 120)

New: Donaldson Torit PowerCore dust collector (CPC-6) with a TBI-5 60 Cycle Fan and optional TBI Silencer and Outlet Damper. Donaldson CPC-6 Collector will be constructed of 304 stainless steel and legs made from mild steel and painted to look stainless. New unit will include a MEMA 4 Solenoid Enclosure, A PowerCore Ultra-Web SB Pack, a Delta P Plus Control Panel, and a TBI Fan with Outlet Damper & Silencer.

Air Compressor: ELGi Two-stage Reciprocating Air Compressor (Indoor Use Only). 7.5 HP, 460V, 3 PH, 80 Gal. Vertical Tank that produces 24 CFM. The ELGi Refrigerated Air Dryer (EGRD 040) operates at 50 CFM with a 0.5" connection. The EGRD 040 runs off 115 Volt Single Phase connection. The ELGi Pre-Filter (AF 0059P) comes with a 1/2" connection that produces 59 SCFM.

Scope of Work:

- Demo
 - Disconnect and remove power wiring.
 - Disconnect and remove control wiring.
 - Disconnect and remove all piping from collector.
 - Disassemble and remove dust collector from building.
 - Proper disposal
- Installation (Donaldson CPC-6)
 - Prep area to install new Donaldson dust collector.
 - Provide, assemble, and install new Donaldson dust collector.
 - Reconnect power wiring.
 - Reconnect control wiring.
 - Reconnect piping (modify as needed).
- Air Compressor (ELGi 7.5hp 3ph Recip 80Gal Tank 460v)
 - Provide and install new air compressor for Donaldson dust collector.
 - Provide and install piping for air from air compressor to dust collector.
 - Provide and install power wiring from new disconnect (supplied by others), to dust collector.
 - Provide and install Pre-Filter.
- All Work to be performed regular hours only.
- Proper disposal of existing dust collector and piping.
- All rental fees for areal lifts and gantries are included.
- Engineered Supervision and Project Management.



City of Concord Project Bid Tabulation

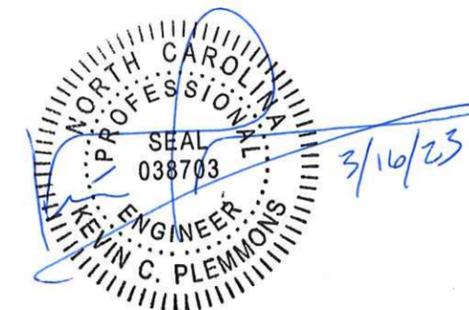
Sewer CIPP Lining Contract - 2023
Project # 2023-002

Tabulation of Bids Received March 16, 2023

CIPP Lining & Manhole Rehab															
				AM-Liner East, Inc.		Bionomic Services, Inc		Insituform Technologies, LLC		SAK		Tri-State Utilities Co.		Vortex Services, LLC	
No.	Item	Units	Quantity	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)	Unit Price (\$)	Item Total (\$)
1	6-inch Lining	LF	469	\$42.00	\$19,698.00	\$75.00	\$35,175.00	\$49.83	\$23,370.27	\$60.50	\$28,374.50	\$35.35	\$16,579.15	\$50.00	\$23,450.00
2	8-inch Lining	LF	24,393	\$36.00	\$878,148.00	\$57.00	\$1,390,401.00	\$36.87	\$899,369.91	\$45.50	\$1,109,881.50	\$37.15	\$906,199.95	\$41.00	\$1,000,113.00
3	10-inch Lining	LF	72	\$122.00	\$8,784.00	\$125.00	\$9,000.00	\$162.62	\$11,708.64	\$166.00	\$11,952.00	\$62.95	\$4,532.40	\$175.00	\$12,600.00
4	Re-connection of service lines	EA	469	\$100.00	\$46,900.00	\$200.00	\$93,800.00	\$150.00	\$70,350.00	\$100.00	\$46,900.00	\$132.00	\$61,908.00	\$50.00	\$23,450.00
5	Removing protuding taps	EA	30	\$270.00	\$8,100.00	\$500.00	\$15,000.00	\$296.38	\$8,891.40	\$330.00	\$9,900.00	\$515.00	\$15,450.00	\$350.00	\$10,500.00
6	4-foot diameter manhole rehabilitation (113 MH's)	VF	629	\$168.00	\$105,672.00	\$375.00	\$235,875.00	\$149.11	\$93,790.19	\$149.00	\$93,721.00	\$180.00	\$113,220.00	\$325.00	\$204,425.00
7	Invert Reconstruction	EA	25	\$432.00	\$10,800.00	\$2,750.00	\$68,750.00	\$359.56	\$8,989.00	\$610.00	\$15,250.00	\$465.00	\$11,625.00	\$625.00	\$15,625.00
8	Rebuild Shelf of line-through MH	EA	10	\$432.00	\$4,320.00	\$3,850.00	\$38,500.00	\$317.26	\$3,172.60	\$500.00	\$5,000.00	\$465.00	\$4,650.00	\$450.00	\$4,500.00
9	Traffic Control	LS	1	\$50,025.00	\$50,025.00	\$75,000.00	\$75,000.00	\$23,265.60	\$23,265.60	\$12,200.00	\$12,200.00	\$14,210.00	\$14,210.00	\$20,000.00	\$20,000.00
				ESTIMATED BASE COST		\$1,132,447.00		\$1,961,501.00		\$1,142,907.61		\$1,333,179.00		\$1,148,374.50	
				5% CONTINGENCY		\$56,622.35		\$98,075.05		\$57,145.38		\$66,658.95		\$57,418.73	
				TOTAL ESTIMATED COST		\$1,189,069.35		\$2,059,576.05		\$1,200,052.99		\$1,399,837.95		\$1,205,793.23	

This is to certify that bids tabulated herein were publicly opened and read aloud at 10:30 AM on 3/16/22 at the Brown Operations Center 635 Alfred Brown Jr Ct. Concord, NC, and the said bids were accompanied by acceptable bidders bonds in the amount of 5% of the bid. This Certified Bid Tabulation is true and correct to the best of my abilities and knowledge.

Minor mathematical error Did not affect the bid result.





RESOLUTION TO LEASE PROPERTY

WHEREAS, pursuant to N.C. Gen. Stat. § 160A-272, the City Council of the City of Concord, North Carolina has determined that a portion of the real property of the City and located near the intersection of Cabarrus Avenue West and Spring Street Northwest, Concord, NC, having the Tax Map PIN 5620885011, and further known as the Downtown Water Tower, will not be needed by the City for up to forty (40) years; and

WHEREAS, the City Council desires to lease a portion of the real property to Cellco Partnership d/b/a Verizon Wireless for an annual lease payment of \$33,756.00 for the purpose of the installation of certain communications equipment, antenna and related appurtenances; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Concord that the City Council hereby authorizes

1. the City Clerk to cause a notice of the intent to lease to be published as required by N.C. Gen. Stat. §160A-272 and §160A-269. The notice shall describe the property, the amount of the offer, the terms under which the sale is to be made, and the terms under which the offer may be upset. If a qualifying higher bid is received, the City Clerk shall cause a new notice of upset bid to be published, and shall continue to do so until a 10-day period has passed without any qualifying upset bid having been received. At that time, the amount of the final high bid shall be reported to the City Council, or;
2. if no qualifying upset bids are submitted, the City Manager and City staff to take necessary steps to execute the lease of the real property of the City located near the intersection of Cabarrus Avenue West and Spring Street Northwest, Concord, NC, having the Tax Map PIN 5620885011, and further known as the Downtown Water Tower.
3. The City reserves the right to withdraw the property from sale at any time, before the final high bid is accepted and reserves the right to reject, at any time, all bids.

Adopted this ____ day of _____, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim J. Deason, City Clerk

**ROCKY RIVER GOLF COURSE PUMP HOUSE [2021-062C]
BIDDERS LIST**

Project Name: Rocky River Golf Course Pump House		Project No.: 2021-062C			
Company Name	Receipt of Addenda	Minority Affidavit	Bid Bond (5%)	Bid Amount	
Ratzlaff Construction	✓	✓	✓	\$150,429.00	
Ike's Construction	✓	✓	✓	\$126,801.50	
Gibson Custom Construction	✓	✓	✓	\$161,246.53	
Liles Construction	✓	✓	✓	\$134,641.00	
LCJ Construction					
Bid Opening to be held at 2:00 PM, March 2 nd , 2023 at the Alfred M. Brown Operations Center, 850 Warren C. Coleman Blvd., Concord, NC					



CRP PROJECT APPLICATION

FOR NCDOT USE ONLY	
APP ID	STIP ID

IN ORDER TO BE CONSIDERED A COMPLETE APPLICATION PACKAGE, ALL FIELDS MUST BE APPROPRIATELY COMPLETED & REQUIRED ADDITIONAL INFORMATION AS NOTED MUST BE ATTACHED. INCOMPLETE APPLICATIONS WILL BE RETURNED. PLEASE ONLY FILL OUT THE SECTIONS THAT PERTAIN TO THE PHASE YOU ARE CURRENTLY IN.

1 RPO/MPO/NCDOT Unit NAME(S)

--

2 TOWN & COUNTY NAME

--

3 PROJECT SPONSOR INFORMATION

Organization	
Contact Name	
Contact Title	
Address	
Telephone	
E-Mail	

4 PROJECT INFORMATION

Include location of the project in the description box below, such as road name, address.

Title			
Description			

Existing STIP?		If yes, STIP ID?		Population of the Area Being Served	
----------------	--	------------------	--	-------------------------------------	--

Include project details, proposed improvements, purpose, need, how it will provide service, who are the primary stakeholders & where it will operate & serve. Attach a sketch design plan of the proposed project which shows the general location.

PROJECT COSTS & DELIVERY SCHEDULE

5 APPLICABLE PROJECT PHASES, FUNDING & YEARS

Input information **ONLY** for the phase for which you are requesting funds.

- CRP projects are awarded by State Fiscal Years (FY). FY runs from July 1st of the previous year to June 30th of the current year. For example, FY 2023 is from July 1, 2022, through June 30, 2023.
- Cost estimates should include contingency fee, NCDOT admin fee, and inflation cost (as applicable).
- Minimum 20% match is required for all projects.
- Minimum amount of \$100,000 required.
- Project sponsor is responsible for any overage amount.

Check box if this project is not typical 80/20 split. The minimum split is 80/20.

Check box if this project is eligible for state match.

Phases(s)	CRP Amount	Matching Amount	Total	FY
Planning, Engineering & Design				
Right-of-Way				
Construction				
Operation				

	Transit Implementation				
	Non-transit Implementation				
	Other:				
Project Total					

6 LIST THE SOURCE(S) OF MATCHING FUNDS

GENERAL PROJECT INFORMATION

7 SELECT CRP-ELIGIBLE IMPROVEMENT TYPE (check all that apply):

Alternative Fuels	Transit Improvements
Freight/Intermodal	Congestion Relief & Traffic Flow Improvements
Bicycle/Pedestrian Facilities & Programs	Transportation Control Measures
Intelligent Transportation Systems	Diesel Engine Retrofits
Carbon Reduction Strategy Development	Travel Demand Management
Micro-mobility	Electronic Toll Collection
Carpooling & Vanpooling	Truck Stop Electrification System
Port Electrification	Energy Efficiency Improvements
Congestion Management Technologies	Other

If "Other" please describe:

8 IF TRANSIT IMPROVEMENT, SPECIFY HOW SERVICE WILL BE IMPROVED

New facilities associated with a service increase	New vehicles used to expand the transit fleet
Operating assistance for new service (limit three years)	Fare subsidies

9 EMISSIONS REDUCTION CRITERIA

Only fill out the information that applies to your project. For more information about this section, view the [CMAQ Emissions Calculator Toolkit](#).

Alternative Fuel Vehicles & Infrastructure

Annual Vehicle Miles Traveled (VMT)	
Number of Vehicles	
What type of vehicle(s) are you replacing?	
Odometer reading of the vehicle you are replacing	
Model year of vehicle(s) are you replacing?	
What conventional fuel are you replacing?	GASOLINE DIESEL FUEL
What is the model year of the alternative fuel vehicle(s) to be purchased?	
What alternative fuel will your new vehicle(s) use?	
Annual number of charging stations	
Number of ports per charging station	
Kilowatt hours	

Bicycle & Pedestrian Improvements

Current roadway annual average daily traffic (AADT)	
Length of proposed facility and map	

Carpooling & Vanpooling

Which program is being evaluated?	CARPOOL	VANPOOL
Are the pick-up drop off locations centralized?	YES	NO
What is the average distance participants drive to the central locations? (Roundtrip Miles)		

What is the population of commuting workers?				
What is the number of vehicles participating in the pooling program?				
On average, how many passengers are there per carpool/vanpool vehicle? (Driver not included)				
What is the average commute distance? (Roundtrip Miles)				
What vehicle type is used in the vanpool?				
	MINI VAN		VAN (8,500<GVW<10,000 LB)	VAN (10,000<GVW<14,000 LB)
What fuel type is used by the vanpool vehicle(s)?				
	GASOLINE		DIESEL FUEL	COMPRESSED NATURAL GAS ELECTRICITY
What is the model year of the vanpool vehicle(s)?				
10 SUBMIT				
1) SAVE APPLICATION AND ALL ATTACHMENTS IN A SINGLE PDF DOCUMENT				
2) Submit eligibility form as single PDF document to nbearle-young@ncdot.gov				

Helpful Tips

- Contact your transit provider when filling out the application for any transit related vehicle questions.
- When filling out the application for a transit vehicle, make sure to fill the section on alternative fuel vehicles and infrastructure.
- Contact your fleet manager or the person who handles purchases of work vehicles for alternative fuel vehicles that you are purchasing for government use.
- When filling out the section on carpooling and vanpooling, contact your transit provider.
- Alternative fuel vehicle options available are cleaner diesel, biodiesel, dual fuel, electric, hydrogen, natural gas, and propane.
- If you are interested in going diesel to diesel, contact Nastasha Earle-Young at nbearle-young@ncdot.gov before submitting application.
- Note electric charging stations must be publicly accessible in order to be eligible for funding.
- When developing a map to show the location of a project, make sure to include a scale, north arrow, street names, and names of major destinations (schools, churches, restaurants, shopping, and transit facility) around the project.
- If you are applying for a charging station, fill out the number of ports, kilowatt hours in the alternative fuel vehicles and infrastructure section of the application. Additional information can be found for similar charging stations at [plugshare.com](https://www.plugshare.com).
- *Construction Contingency* refers to a percentage of money reserved to cover unanticipated construction costs or delays not identified in the budget or scope of work for the project.
- Add the contingency fee to the cost estimate prior to adding the 10% NCDOT admin fee.

Carbon Reduction Program Project Application

City of Concord Traffic Signal Central System Improvements

The City of Concord Traffic Signal Central System Improvements project will further the carbon reduction goals outlined in the Infrastructure Investment and Jobs Act by upgrading City of Concord Traffic Signal Central System through the implementation of advanced transportation and congestion management technologies as outlined in the guidance of eligible projects. The following information shows the significant reductions in carbon emissions anticipated through this system-wide signal system upgrade for the fastest growing metropolitan area in North Carolina.

Current Signal System

The City of Concord maintains more than 160 signalized intersections. Most of the traffic signals are located on important and congested arterial corridors such as Concord Mills Blvd, US 29, US 601, NC 3, NC 49, NC 73 and Poplar Tent Rd. As the largest suburb of Charlotte and fastest growing region in North Carolina, the Concord signal system is predicted to grow to over 175 intersections in the next two years. The City of Concord currently operates a Traffic Management Center to improve traffic flow through active and passive traffic management methods. As a leader in the effort to continuously improve the overall signal system, Concord is among the first in the state to test and utilize new strategies in congestion management.

In an active mode, Concord Signal System responds to traffic control needs of emergency services during the peak congestion hours of 6:00 AM to 6:00 PM. This service includes altering signalization in real-time during incidents to move traffic away from rapidly congesting areas toward alternative routes using an advanced traffic management software (ATMS). Likewise, the City does this on a planned basis for organized events that are large traffic generators. These events include ones hosted at the Charlotte Motor Speedway (NASCAR, NHRA, Auto Fair, Dirt Track World Finals, concerts, etc.) in addition to holiday shopping traffic control for the month of December and weekends preceding Christmas including Black Friday.

In a passive mode, the Concord Signal System performs analysis and traffic signal retiming on a rotating basis or when large construction occurs adjacent to or on the identified arterial corridors. Traditionally, signal timing is performed using the following standard methodology: data acquisition driving runs using GPS-linked devices which are put into a space-time diagram. Signal timing is then adjusted, and the tests are re-done in an iterative process. Once an improved implemented baseline is confirmed, post-mortem analysis runs are performed to validate the improvements.

This is a time-consuming but worthwhile process since better signal timing improves operational efficiency in several ways. As each vehicle successfully travels through a corridor without stopping, start-up loss time is reduced, where it would take more time for a vehicle to regain speed after it stops. Doing this process reduces the number of excess vehicles in a corridor at a given time, which would otherwise result in corridor speed operating at lower than normal or free-flow speeds. This reduction in start-up loss/red light time leads to a reduction in vehicle emissions through improved vehicle efficiency, thus improving the air quality of the surrounding area.

Pilot Project Upgrade and Metrics

As urbanized area traffic challenges evolve, the Concord Signal System improvements will go beyond the standard methodology and adopt newer and better strategies to meet those challenges. A few years ago, Concord deployed a pilot program on the corridor that includes one of the largest traffic generators in the state: Concord Mills Mall. The pilot included a hardware upgrade at the traffic signal cabinets on this road with new controllers capable of acquiring detector data every tenth of a second (high resolution data), engineering plans specifying this level of data for each location, as well as software licensing for an automated traffic signal performance metrics (ATSPM) system needed to store and analyze the obtained data to put it in a readable metrics format.

The Concord Mills Boulevard pilot project uses signal performance metrics such as approach delay and signal phase terminations to better adjust signal timing. By reviewing the side street phase terminations, more split time can be allocated for the main corridors to reduce any

unnecessary red-light idling time per vehicle. The delay per vehicle can be used to gauge how much the congestion has been reduced. These methods allow the signal timing process to be improved exponentially on the specific corridor and highlights where operational improvements would be most effective in terms of reducing delay and emissions, should be made.

Carbon Reduction Benefits of Concord Signal System Upgrade

Using the CO2 Emissions calculations from FuelEconomy.gov, every gallon of gasoline burned produces roughly 20 pounds of CO2 emissions. By multiplying each gallon of gasoline burned by an approximate factor of 20, it is possible to quantify the carbon reduction improvements to the system. (https://www.fueleconomy.gov/feg/contentIncludes/co2_inc.htm) The gallons calculation is done by taking the idling fuel usage rate in gallons/hour and multiplying it by the length of the vehicle idle (delay per vehicle) (<https://www.energy.gov/eere/vehicles/fact-861-february-23-2015-idle-fuel-consumption-selected-gasoline-and-diesel-vehicles>).

The Concord pilot corridor is comprised of 9 intersections. The results show that the Concord Signal System's current pilot program efforts resulted in average carbon emissions reduction of 0.15 tons of CO2 per intersection per day. One example is the I-85 NB ramp and Bruton Smith Blvd intersection. Before optimization, this intersection produced 1.82 Tons of CO2 per day. After optimization, the intersection produced 1.61 Tons CO2 waste per day, an improvement of 0.21 Tons per day. The average improvement of the pilot intersections for the corridor was 0.15 Tons CO2 per day. Using this average number yields an improvement of 54.75 Tons CO2 per year per intersection. Starting with the current number of 160 intersections and considering that our system gains on average 5 intersections per year, the estimated annualized reduction system-wide (for 170 intersections) is **9,307.5 tons of CO2**. Using data from the EPA calculator (<https://www3.epa.gov/carbon-footprint-calculator/>) and taking the average pounds consumed by a vehicle driving 15,000 miles yearly (estimated to be in the region of 10,500 lbs. per year), the estimated improvements to the system-wide would be equivalent to more than **2,000 cars removed from the roads**.

The City of Concord Traffic Signal Central System Improvements project would expand these carbon-reducing capabilities system-wide by upgrading every traffic signal controller to high resolution data acquiring capabilities. Likewise, the ATMS would be upgraded to be able to store, process, and decode this data in such a way that would aid in maximizing the potential of the signal timing capabilities. The high-quality information obtained from the City of Concord upgraded signal system will provide an ongoing data source of carbon reduction from the improved traffic flow, decreases in delay, and congestion mitigation for the Cabarrus-Rowan metropolitan area. The systemwide record of carbon reduction will be a resource for the North Carolina required statewide carbon reduction plan and greenhouse gas emission reports to the Federal Highway Administration.

The cost estimates for the project are outlined in the application and would require \$5,000 engineering design work per intersection, \$3,000 for signal hardware per intersection, and \$500 for licensing with a total request of \$1,500,000.

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: Ridge Run
2. Name and address of owner(s)/developer(s): John and Barbara Hawley Jr.
5405 Kiwi Court Concord NC 28025
3. Owner(s)/developer(s) telephone: 704-785-4118 Fax: _____
4. Name and address of surveyor/engineer: NA
5. Surveyor/engineer's telephone: NA 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: John and Barbara Hawley
5405 Kiwi Court Concord, NC 28025
8. Telephone number of person to whom comments should be sent: 704-785-4118
Fax: _____
9. Location of property: 5405 Kiwi Court Concord, NC 28025
10. Cabarrus County P.I.N.#: _____
11. Current zoning classification: RV-CD
12. Total acres: 1.2 Total lots proposed: 1
13. Brief Description of development: Already developed community
14. Proposed Construction Schedule _____
15. Type of Service requested City Sewer and water

03-08-2023
Date

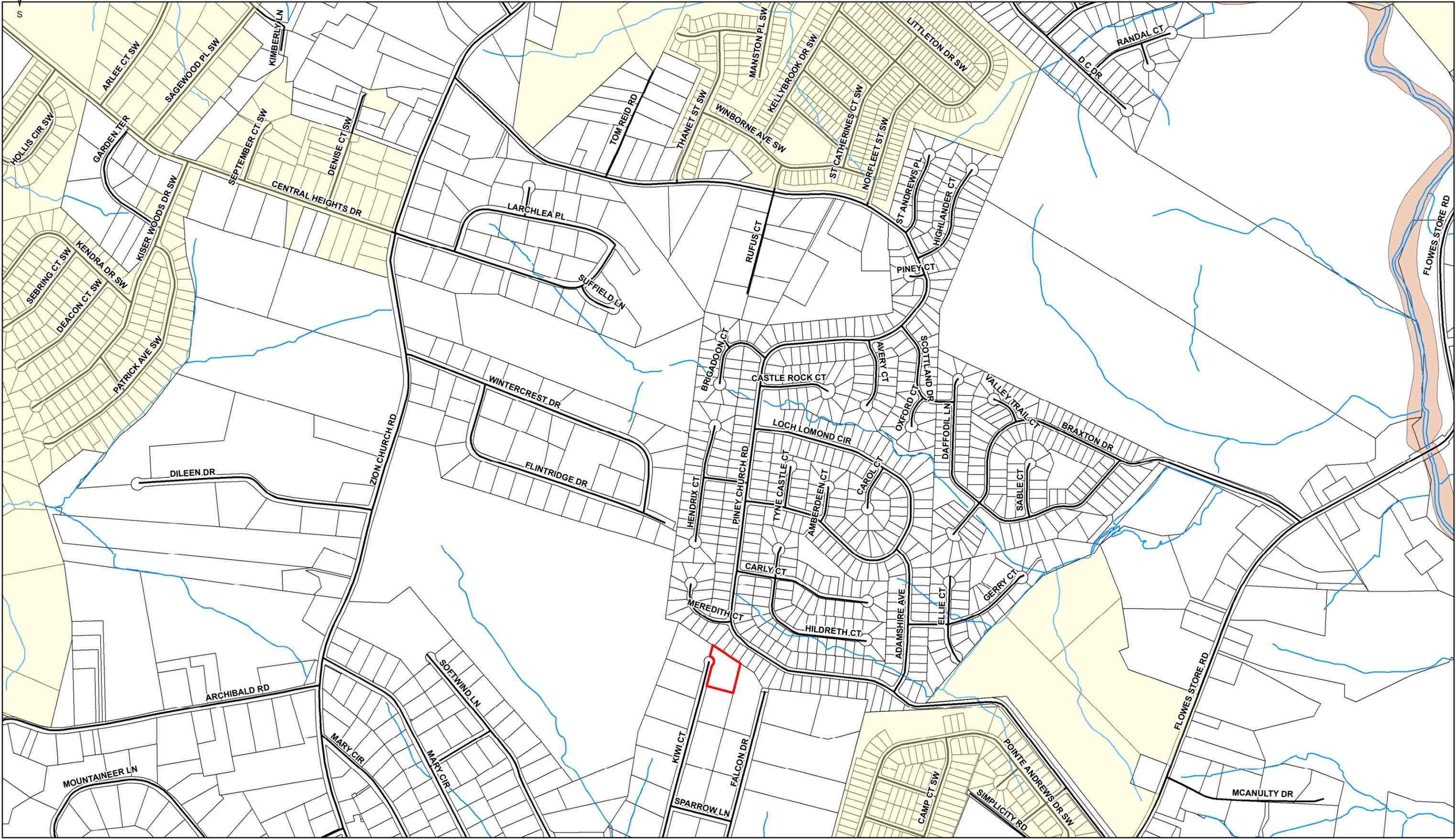
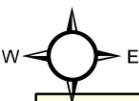
Barbara Hawley
Signature of Owner/Agent

Barbara Hawley
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



CITY OF CONCORD

CO-SPONSORSHIP POLICY

PURPOSE

The purpose of this policy is to provide requirements for the evaluation, administration, and acceptance of co-sponsorship requests received by the City of Concord for non-city organized events (For all other events, refer to the City Events Policy). The City recognizes the value of partnering with qualifying local groups and the benefits to the community while still upholding fiscal responsibility. Co-sponsorship is the contribution of in-kind support by the City to an external entity, in exchange for which the external entity: (a) acknowledges the City and the City's contribution; and (b) grants to the City the right to associate the City's name, products, or services with the external entity or the external program or service.

POLICY

Since a co-sponsorship affiliation may affect the reputation of the City among its citizens and its ability to govern effectively, the City Council retains sole and final decision-making authority for determining the appropriateness of a co-sponsorship association and reserves the right to refuse any offer of co-sponsorship if deemed to not be in the best interest of the City, or if acceptance would create a conflict of interest for the City. **The City of Concord reserves the right to refuse any request of co-sponsorship.**

ELIGIBILITY CRITERIA REVIEW:

In the event of conflict between the Co-Sponsorship Policy and other City policies, this policy will prevail pending proper approvals. City Council, at its discretion, may grant deviations to this policy.

The City's Emergency Management Coordinator is responsible for the initial assessment of co-sponsorship requests that are received in the form of an application. In accordance with the policy, co-sponsorship requests will only be considered for events and/or organizations hosting events that meet the eligibility criteria listed below. The City's Emergency Management Coordinator will seek consultation with appropriate City stakeholders as needed and present eligible applications to City Council for consideration.

- *Initial applications must include information regarding any in-kind support that will be needed from City staff or City equipment.*
- *Only staff-determined eligible applications will be submitted to City Council for consideration. Eligible applications must include the estimated value of City staff/equipment in-kind support which will be prepared by City staff. Examples of in-kind support include, but are not limited to salaries and benefits of City departments such as, public safety, parks & recreation, marketing & communication efforts, environmental services, transportation, and building & grounds support.*

CRITERIA

1. The organization must provide a service or program that is compatible with those provided by the City of Concord;
2. The applicant must be based in the City of Concord and hold the event which support is requested in the City of Concord;
3. The event should be open to the public and provide services on a non-discriminatory basis;
4. The event organizer must be able to show proof of liability insurance as required by the City of Concord;

5. The event organizer must demonstrate that the organization has the experience and expertise to undertake the planning and execution of the proposed event;
6. Co-Sponsorship applications must be submitted no less than 90 days prior to the event. Any exceptions may be granted by the Emergency Management Coordinator.

OTHER CONSIDERATIONS:

The following limitations shall apply to co-sponsorship of any program or event:

- a. The applications will be reviewed on a first come first served basis;
- b. The availability of City in-kind support at the time of the application;
- c. Events or programs under consideration for in-kind support must begin during the fiscal year in which support is given.
- d. If alcohol or beverage sales are included, the application must be accompanied by the applicable required ABC permit.
- e. The event must be compliant with the City's policies & procedures for Special Events.

PROCEDURE

The applicant shall submit their application (using the City application form) to the Emergency Management Coordinator along with:

- A detailed description or flyer for the event;
- IRS Determination Letter (if applicable);
- W-9 Request for Taxpayer Identification Number and Certification;
- Proposed budget if applicable;
- What in-kind support the applicant is requesting from the City.
- Certificate of Insurance naming City as additional insured

IN-KIND SUPPORT

The Emergency Management Coordinator will work with City staff to determine the value of in-kind services. Personnel costs will be determined by accessing current payroll information and equipment/vehicle values will be calculated with the current adopted FEMA rates and/or the City Fee Schedule.

A co-sponsorship application is not complete unless it includes all of the documents listed above. Incomplete applications will not be considered and any exceptions must be approved by the Emergency Management Coordinator.

APPROVAL:

All co-sponsorships applications that staff deems complete will be submitted to the City Council. The Emergency Management Coordinator will provide the information to the City Clerk so the item can be added to the City Council agenda.

The City Council will have the final determination as to whether the application is approved or denied, at a regularly scheduled Council meeting.

RESPONSIBILITY

It is the responsibility of City staff to adhere to this policy.

It is the responsibility of the City's Emergency Management Coordinator to review and recommend any changes to this policy as needed. Any changes must be approved by the City Council.

The Emergency Management Coordinator will notify the applicant regarding the City Council decision.

NON-APPROVAL

Applications that do not receive co-sponsorship approval may still be allowed to hold their event. Those groups would follow the normal procedures for holding events in the City, and the City's associated costs for these events would need to be paid before the permit is issued for the event.

City of Concord Co-Sponsorship Application (page 1)

Today's Date:	
Name of Event:	
Date(s) of Event:	Location:
Brief Description of Event:	
Lead Sponsor:	
Contact Person for Event/Request:	
Address:	
Phone:	
Website & Email Address (if applicable):	

This event is sponsored by (Place an X in the box in front of the one that applies):

<input type="checkbox"/>	A non-profit with current tax-exempt status that provides direct services or funds to residents and businesses in Concord; <i>OR</i>
<input type="checkbox"/>	Another group that provides a service to the City of Concord residents. (please explain)

What is the primary service or product of the sponsoring organization?

What is the primary benefit of the event to the Concord community?

City of Concord Co-Sponsorship Application (page 2)

What in-kind support/resources from the City will this event require?

How can your organization demonstrate the experience and expertise to successfully execute this event?

CITY OFFICE USE ONLY

**Emergency Management –
City Manager’s Office:**

Date Received: _____

Authorized Signature:

*Date final application is submitted to City
Manager* _____

**City Manager (or designee) -
City Manager’s Office:**

Date Reviewed: _____

Authorized signature:

Final review for City Council submission

City of Concord Co-Sponsorship Application (page 3)

Review of In-Kind Support from City Departments if applicable:

Department	Date Application Received	Date Application Review Completed	Departmental Signature
Buildings & Grounds			
Electric			
Environmental Services			
Downtown Office			
Fire			
Parks & Recreation			
Police			
Public Information Office			
Transportation/Streets			
Other			

If applicable, values for in-kind support should be submitted to the Emergency Management Coordinator once the departmental review is completed.

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	Revenues		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Approp	6,640,033	6,640,193	160
	Total			160

Account	Title	Expenses/Expenditures		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	6,660	6,820	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 13th day of April, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



COMMUNITY POLICING DEVELOPMENT: DE-ESCALATION TRAINING SOLICITATION

Ready to apply?

NOW OPEN:

The FY23 Community Policing Development (CPD) De-Escalation Training program will close on Wednesday, May 24, 2023, at 4:59 PM ET.*

***IMPORTANT:** Applications will be submitted in a two-step process, each with its own deadline.

STEP 1: Submit an SF-424 and an SF-LLL in [Grants.gov \(https://protect2.fireeye.com/v1/url?k=3128bcba-6eb3844a-312f985f-ac1f6b0176b0-98f0731c948a3a1e&q=1&e=63245bdc-d239-4afa-a94e-fb24924f0c97&u=https%3A%2F%2Flnks.gd%2F%2FeyJhbGciOiJIUzI1NiJ9.eyJidWxsZXRpbI9saW5rX2lkjoxMDIsInVyaSI6ImJwMjpbGjJaylslmJ1bGxldGluX2lkjoiMjAyMjAz](https://protect2.fireeye.com/v1/url?k=3128bcba-6eb3844a-312f985f-ac1f6b0176b0-98f0731c948a3a1e&q=1&e=63245bdc-d239-4afa-a94e-fb24924f0c97&u=https%3A%2F%2Flnks.gd%2F%2FeyJhbGciOiJIUzI1NiJ9.eyJidWxsZXRpbI9saW5rX2lkjoxMDIsInVyaSI6ImJwMjpbGjJaylslmJ1bGxldGluX2lkjoiMjAyMjAz)).

GRANTS.GOV APPLICATION DEADLINE: MONDAY, MAY 15, 2023 (4:59 PM ET).

STEP 2: Submit the full application including attachments in [JustGrants \(https://protect2.fireeye.com/v1/url?k=edaffb43-b234c3b3-eda8dfa6-ac1f6b0176b0-03d039545d2fb4e5&q=1&e=63245bdc-d239-4afa-a94e-fb24924f0c97&u=https%3A%2F%2Flnks.gd%2F%2FeyJhbGciOiJIUzI1NiJ9.eyJidWxsZXRpbI9saW5rX2lkjoxMDMsInVyaSI6ImJwMjpbGjJaylslmJ1bGxldGluX2lkjoiMjAyMjAz](https://protect2.fireeye.com/v1/url?k=edaffb43-b234c3b3-eda8dfa6-ac1f6b0176b0-03d039545d2fb4e5&q=1&e=63245bdc-d239-4afa-a94e-fb24924f0c97&u=https%3A%2F%2Flnks.gd%2F%2FeyJhbGciOiJIUzI1NiJ9.eyJidWxsZXRpbI9saW5rX2lkjoxMDMsInVyaSI6ImJwMjpbGjJaylslmJ1bGxldGluX2lkjoiMjAyMjAz)).

JUSTGRANTS APPLICATION DEADLINE: WEDNESDAY, MAY 24, 2023 (4:59 PM ET).

ABOUT THE DE-ESCALATION TRAINING PROGRAM

Law enforcement use of force has long been a topic of national and local discussion, especially when a high-profile case heightens community awareness. The concept of de-escalation has been a part of law enforcement use of force discussions for decades. De-escalation refers to the range of verbal and nonverbal skills used to slow down the sequence of events, enhance situational awareness, conduct proper threat assessments, and allow for better decision-making to reduce the likelihood that a situation will escalate into a physical confrontation or injury and to ensure the safest possible outcomes.

De-escalation should be viewed holistically by law enforcement agencies. De-escalation includes aspects of communication and physical tactics, but it is also important to recognize the role that community engagement and procedural justice play in ensuring police-community encounters that are safe for everyone. The COPS Office also encourages an agency-wide comprehensive approach to de-escalation that includes individual-level de-escalation, implicit bias, and duty to intervene techniques training. In addition to training, agencies should consider other organizational supports such as data analysis, after-action reviews of use of force incidents, and other efforts to build agency knowledge and implement best practices in de-escalation.

The FY23 CPD De-Escalation Training program has two open solicitations:

- **FY23 Continuation and Expansion of Regional De-Escalation Training Centers**
- **FY23 Law Enforcement Agency De-Escalation Grants - Community Policing Development Solicitation**



DE-ESCALATION TRAINING PROGRAM SOLICITATIONS

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Continuation and Expansion of Regional De-Escalation Training Centers

23 Continuation and Expansion of Regional De-Escalation Training Centers is for continuation and expansion of regional centers for the delivery of de-escalation training.

[Who Is Eligible?](#)

[Funding](#)

[Solicitation Documents](#)

Law Enforcement Agency De-Escalation Grants

[Ready to apply?](#)

The Law Enforcement Agency De-Escalation Grants Solicitation is to direct funding to fund state and local agencies' ability to participate in de-escalation, implicit bias, and duty to intervene train-the-trainer programs to establish internal de-escalation implicit bias, and duty to intervene training programs, purchase of VR/AR de-escalation training technology to support and maintain officers' de-escalation techniques.

[Who is Eligible?](#)

[Funding](#)

[Solicitation Documents](#)

[\(/pdf/2023ProgramDocs/cpd_de_escalation/faqs.pdf\)](/pdf/2023ProgramDocs/cpd_de_escalation/faqs.pdf)

Need more information on how to apply to any of our programs?

[\(/pdf/2023ProgramDocs/cpd_de_escalation/faqs.pdf\)](/pdf/2023ProgramDocs/cpd_de_escalation/faqs.pdf)

For additional assistance we encourage you to visit the

[\(/pdf/2023ProgramDocs/cpd_de_escalation/faqs.pdf\)](/pdf/2023ProgramDocs/cpd_de_escalation/faqs.pdf)

How to Apply page (how-to-apply), which includes frequently asked questions, appendices, additional fact sheets, links to webinars, and other resources.

The COPS Office is committed to advancing work that promotes civil rights and racial equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety and protects the public from crime and evolving threats, and build trust between law enforcement and the community.

SPOTLIGHT



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(/)

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(/photocontest)

Ready to apply?



(https://copstrainingportal.org/)



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(grants)

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- [Program Documents \(/programdocuments\)](/programdocuments)
- [Grantees \(/grantees\)](/grantees)
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[Video Series: What's New in Blue \(/whatsnewinblue\)](#)

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- [Addressing Human Trafficking \(/human_trafficking\)](#)
- [Community Policing Topics \(/resources#cptopics\)](#)
- [Recruitment, Hiring & Retention \(/recruitment_hiring_and_retention\)](#)

TRAINING & TECHNICAL ASSISTANCE (/training-technical-assistance)

- [Collaborative Reform Initiative for Technical Assistance Center \(/critac\)](#)
- [COPS Training Portal \(https://copstrainingportal.org/\)](https://copstrainingportal.org/)
- [Training \(https://cops.usdoj.gov/training\)](https://cops.usdoj.gov/training)

ACCOUNT ACCESS (<https://portal.cops.usdoj.gov/>)

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Ready to apply?

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April 14, 2023

By email only to Dmosteller@ncdoj.gov
Mr. Daniel P. Mosteller
Deputy General Counsel
N.C. Department of Justice
114 W. Edenton St.
Raleigh, N.C. 27607

Re: Opioid Settlement Funds

Dear Daniel:

We appreciate your efforts and those of the Attorney General's Office in addressing the opioid crisis throughout North Carolina, as well as the steps that your Office has taken to hold accountable entities who are responsible for the crisis. We also appreciate the information that you have provided to us concerning the Statewide Memorandum of Agreement on opioid settlement proceeds (the "MOA") and the Supplemental Agreement for Additional Funds (the "SAAF"). The City of Concord ("Concord") was pleased to have joined in the MOA and SAAF. As the national settlements, MOA, and SAAF provide, settlement funds must and will be used for opioid remediation. Given the unique role of counties in providing public health services, including those related to fighting drug addiction, Concord has determined that its share of annual distributions of Local Abatement Funds under the MOA and SAAF should be directed to the county in which Concord is located. Cabarrus County has already joined in the MOA and SAAF.

Accordingly, pursuant to section B.4.b. of the MOA and section III.B.4 of the SAAF, Concord hereby directs that Cabarrus County shall possess all rights and responsibilities concerning opioid settlement proceeds governed by the MOA and SAAF and allocated to Concord. Concord acknowledges that it has no further rights or responsibilities concerning those funds that have been directed to the county. Concord's election is effective immediately and shall remain in place until withdrawn by Concord.

Please let me know if there is anything further that we can do to assist you in the important opioid remediation efforts that you and your Office have undertaken.

Sincerely,

Lloyd Wm. Payne, Jr., ICMA-CM
City Manager

NORTH CAROLINA
CABARRUS COUNTY

**STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND
MAINTENANCE AGREEMENT**

THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ("Agreement"), made this 20th day of March, 2023, 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-PULTE") and Cannon Run Land, LLC, a North Carolina limited liability company, whose principal address is 4350 Main St., Suite 220, Harrisburg, NC 28075 (hereinafter "Grantor-CANNON") and hereinafter collectively referred to as "Grantors", with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter "Grantee" or "City").

WITNESSETH:

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

WHEREAS, Grantor-PULTE 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: 8848, 8856, 9208 and 9212 Harris Road, Concord, NC, Cabarrus County Property Identification Number (PIN): 4681-47-9651. Being the land conveyed to Grantor-PULTE by deed recorded in Book and Page 15521/332 in the Office of the Register of Deeds for Cabarrus County; and

WHEREAS, Grantor-CANNON 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: 9949 Moss Plantation Avenue, Concord, NC, Cabarrus County Property Identification Numbers (PINs): 4681-48-2504 and 4681-37-6620. Being the lands conveyed to Grantor-CANNON by deeds recorded in Books and Pages 15519/84 and 15524/342 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the "Properties"); and

WHEREAS, Grantors desire to develop or redevelop all or portions of the Properties; and



MEMORADUM

DATE: Thursday, March 09, 2023
 TO: Sue Hyde, Director of Engineering
 FROM: Gary Stansbury, Construction Manager
 SUBJECT: Infrastructure Acceptance
 PROJECT NAME: Spring Meadow Subdivision PH 2B MP 1
 PROJECT NUMBER: 2019-032
 DEVELOPER: Pulte Home Company, LLC
 FINAL CERTIFICATION - LOT NUMBERS: 20, 33-36 and 43-82
 INFRASTRUCTURE TYPE: Water and Sewer
 COUNCIL ACCEPTANCE DATE: Thursday, April 13, 2023
 ONE-YEAR WARRANTY DATE: Saturday, April 13, 2024

Water Infrastructure	Quantity
8-inch in LF	1173.00
8-inch Valves	3
2-inch in LF	417.00
2-inch Valves	2
Hydrants	1

Sanitary Sewer Infrastructure	Quantity
8-inch in LF	1261.00
Manholes as EA	8

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	
100-4323100	1% Local Govt Opt Sls Tx	9,354,188	9,864,188	510,000
Total				510,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5987000	Transfer to Project Fund	8,000,000	8,510,000	510,000
Total				510,000

Reason: To appropriate anticipated excess sales tax revenue to fund a transfer to the project fund for the IT Network Switches project (\$260,000) and the Finance/HR ERP System project (\$250,000).

Adopted this 13th day of April, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

**CAPITAL PROJECT ORDINANCE
General Capital Projects**

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

SECTION 1. The projects authorized are General Capital Projects for IT Switches and ERP System.

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

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

<u>Revenues</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
430-4501100	From General Fund	13,639,309	14,149,309	510,000
Total				510,000

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

<u>Expenses/Expenditures</u>				
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8804-5811295	IT Switches	0	260,000	260,000
8804-5811296	ERP System	0	250,000	250,000
Total				510,000

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 13th day of April, 2023.

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	
100-4323100	1% Local Govt Opt Sls Tx	9,864,188	10,149,188	285,000
Total				<u>285,000</u>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4910-5570000	Land – Capital	0	285,000	285,000
Total				<u>285,000</u>

Reason: To appropriate anticipated excess sales tax revenue to fund the purchase of property on McGill.

Adopted this 13th day of April, 2023.

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

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4323200	1/2%-Article 40 Sales Tax	4,425,799	4,937,877	512,078
Total				512,078

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4520-5302000	Contractor – Residential	2,620,440	3,132,518	512,078
Total				512,078

Reason: To appropriate anticipated excess sales tax revenue to cover the contractual settlement due to Waste Pro.

Adopted this 13th day of April, 2023.

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

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

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

Account	Title	Revenues		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Approp	6,640,193	16,140,193	9,500,000
	Total			9,500,000

Account	Title	Expenses/Expenditures		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5981500	Transfer to Cap Reserve	0	9,500,000	9,500,000
	Total			9,500,000

Reason: To transfer reserves from FYE2022 to the General Capital Reserve to fund capital projects.

Adopted this 13th day of April, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

CAPITAL RESERVE FUND ORDINANCE

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

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

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the fund.

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

Fund 285 General Capital Reserve Fund

		<u>Budget</u>	<u>Amended Budget</u>	<u>Inc(Dec)</u>
285-4501100	From			
285-4501100	General Fund	\$20,620,332	\$30,120,332	\$9,500,000
8150-5811082	Future	\$15,935,687	\$25,435,687	\$9,500,000
8150-5811082	Projects			

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 13th day of April, 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLarie Kolczynski, City Attorney

ORD.

GRANT PROJECT ORDINANCE
FY 2023 CAPITAL FUND GRANT
PROJECT NC19P00850123

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:

2023CFP Revenue	692-4703311	\$ 473,252
	692-4703311	

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

General Capital Activity	9215-5800290	\$ 335,000
	9215-5800290	
Operations	9215-5800250	138,252
	9215-5800250	
Total		\$ 473,252

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 13th day of April 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

A RESOLUTION AMENDING THE PURCHASING POLICY
OF THE CITY OF CONCORD

WHEREAS, the City of Concord, North Carolina (herein "the City") has adopted a Purchasing policy: and

WHEREAS, the City desires to amend the policy;

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

1. Article I. GENERAL GUIDELINES, Section D. VENDOR RELATIONS, item 3. Gifts, Gratuities, Favors, and Discounts be amended to follow the NC General Statutes conflict of interest which is contained in NCGS 133-32:

3. Gifts, Gratuities, Favors, and Discounts (In accordance with N.C.G.S. 133-32)

(a) It shall be unlawful for any contractor, subcontractor, or supplier who:

- (1) Has a contract with a governmental agency; or
- (2) Has performed under such a contract within the past year; or
- (3) Anticipates bidding on such a contract in the future

to make gifts or to give favors to any officer or employee of a governmental agency who is charged with the duty of:

- (1) Preparing plans, specifications, or estimates for public contract; or
- (2) Awarding or administering public contracts; or
- (3) Inspecting or supervising construction.

It shall also be unlawful for any officer or employee of a governmental agency who is charged with the duty of:

- (1) Preparing plans, specifications, or estimates for public contracts; or
- (2) Awarding or administering public contracts; or
- (3) Inspecting or supervising construction

willfully to receive or accept any such gift or favor.

(b) intentionally deleted.

(c) intentionally deleted.

(d) This section is not intended to prevent a gift a public servant would be permitted to accept under G.S. 138A-32, or the gift and receipt of honorariums for participating in meetings, advertising items or souvenirs of nominal value, or meals furnished at banquets. This section is not intended to prevent any contractor, subcontractor, or supplier from making donations to professional organizations to defray meeting expenses where governmental employees are members of such professional organizations, nor is it intended to prevent governmental employees who are members of professional organizations from participation in all scheduled meeting functions available to all members of the professional organization attending the meeting. This section is also not intended to prohibit customary gifts or favors between

employees or officers and their friends and relatives or the friends and relatives of their spouses, minor children, or members of their household where it is clear that it is that relationship rather than the business of the individual concerned which is the motivating factor for the gift or favor. However, all such gifts knowingly made or received are required to be reported by the donee to the agency head if the gifts are made by a contractor, subcontractor, or supplier doing business directly or indirectly with the governmental agency employing the recipient of such a gift.

No coworker may participate in the selection, award, or administration of a contract if they have a real or apparent conflict of interest. Such a conflict of interest would arise when the coworker receives a financial or personal benefit from a vendor being considered or under contract. Coworkers may neither solicit

nor accept gratuities, favors, or anything of monetary value from contractors or suppliers.

Discounts offered to City employees should only be used if they are widely available to all City coworkers. All personal transactions should be made solely in the name of the individual coworker and never on an account in any way associated with City business. A list of approved discounts available to all coworkers can be located on the intranet home page using the link labeled "External Benefits for Coworkers". Any additional discount programs should be reported to Human Resources and added to the approved list of external benefits prior to such discounts being issued.

Coworkers shall not accept gifts, or loans from vendors, or from any organizations, business firms, or individuals with whom they have official relationships because of City Government business. These limitations do not prohibit the acceptance of articles of negligible value, which are distributed generally, do not prohibit coworkers from accepting social courtesies that promote good public relations, and do not prohibit coworkers from obtaining loans from public lending institutions. This restriction applies to all City coworkers, and elected officials, and it is particularly important that inspectors, contracting officers, and enforcement officers guard against relationships that might be construed as evidence of favoritism, coercion, unfair advantage, or collusion. Any vendor found to have offered or engaged in unacceptable gifts or loans to any person covered by this section shall be ineligible for City business for a period of three (3) years.

This resolution shall be effective upon passage.

Adopted this 13th day of April 2023.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

Article 6.11 Paid Parental Bonding Leave Policy

A. Purpose/Objective

The City will provide up to 6 weeks of Paid Parental Bonding Leave (“PPBL”) to eligible employees who are becoming parents or expanding their families and need continuous paid time away from work to bond with their new child and adjust to their new family situation.

The purpose of PPBL is to enable the employee to take paid time away from work to care for and bond with a newborn or a newly adopted or newly placed child under 18 years old. This policy will run concurrently with Family and Medical Leave Act (FMLA) leave. This policy will be in effect for births, adoptions, or foster care placement, or other legal placement, *in loco parentis* placement, occurring on or after July 1, 2023.

Employees are not required to take a paid Parental Bonding Leave and this policy does not interfere with their rights under any federal, state, or local leave law.

B. Eligible Employees

On the date of the qualifying event, the employees must:

- Have been employed with the City for at least 12 months (the 12 months do not need to be consecutive);
- Have worked at least 1,250 hours during the 12 consecutive months immediately preceding the date the leave would begin;
- Be eligible for FMLA; and
- Be a full- or part-time, regular employee, regardless of gender, in an active working status or on an approved FMLA Leave.

In addition, eligible employees must meet one of the following criteria on or after July 1, 2023:

- Be a birth or non-birth parent of a biological newborn;
- Be a parent of an adopted child or foster care placement, or other legal placement, *in loco parentis* placement (in either case, the child must be under 18 years old); or
- Be a spouse of Birth Parent or Non-Birth Parent.

If more than one parent works for the City, each parent is independently eligible to use PPBL; the leave benefit is not shared between parents.

C. Individuals Not Eligible for PPBL

The following individuals **are not** eligible for PPBL:

- Part-time employees working less than 20 hours per week
- Seasonal Employees
- Temporary employees
- Interns
- Independent contractors

D. Situations Not Eligible for PPBL

The following situations are not eligible for PPBL:

- Surrogate mothers who do not maintain parental rights
- Biological parents with no parental rights or where the child is no longer in the parent's custody (e.g., the child is placed for adoption)
- Sperm donors
- Miscarriage or death of a child
- Being named as a *Guardian ad Litem*
- Adopting a spouse's child
- PPBL cannot be used prior to the effective date of birth, adoption, or foster care placement, or other legal placement.

E. Definitions

- **Birth Parent.** Any person who gives birth to a child.
- **Bonding Leave.** Up to six weeks of leave the birth parent and non-birth parent may take to care for and bond with an eligible child. This leave must be used within the first 12 months following the birth or placement of a child. It must be used as a continuous 6-week period of leave.
- **Child.** A biological child or a newly-placed adopted, foster, or otherwise legally placed child under the age of 18, whose parent is an eligible City employee.
- **Eligible City Employee.** A full-time, part-time (20 hours or more per week) City employee who has been continuously employed by the City for the immediate 12 preceding months and has worked for at least 1,250 hours in the previous 12-month period.
- **Family & Medical Leave Act (FMLA).** FMLA is a federal law that provides eligible employees with unpaid job-protected leave for specified family and medical reasons.
- **Non-Birth Parent.** The parent of a child who does not give birth.
- **Parent.** A parent of a biological child or of a child by adoption, foster care placement, or other legal placement.
- **Qualifying Event.** The birth of a child to an eligible City employee, or the adoption, foster care placement, or other legal placement, *in loco parentis* placement, of a child with an eligible City employee.

F. Duration and Timing of Paid Parental Bonding Leave

Eligible employees will receive a maximum of 6 weeks of PPBL per birth, adoption or foster care placement, or other legal placement of a child/children. The fact that a multiple birth, adoption, or placement occurs (e.g., the birth of twins or adoption of siblings) does not increase the 6-week total amount of PPBL granted for that event. In addition, in no case will an employee receive more than 6 weeks of PPBL in a rolling 12-month period, regardless of whether more than one birth, adoption or foster care placement event occurs within that 12-month time frame.

Approved PPBL may be taken at any time during the 12-month period immediately following the birth, adoption, or placement of a child with the employee. PPBL may not be used or extended beyond this 12-month time frame. Employees must take PPBL in one continuous period of leave and must use all PPBL during the 12-month time frame indicated above. Any unused paid parental leave will be forfeited at the end of the 12-month time frame.

PPBL should be coordinated with the employee's supervisor to minimize impact to the work unit, if feasible.

G. Compensation During Paid Parental Bonding Leave

Each week of PPBL is compensated at 100 percent of the employee's regular, straight-time weekly pay or salary amount. PPBL pay does not include overtime pay, shift differentials, language differentials, bonuses, or subsidies.

Upon termination of the individual's employment with the City, they will not be paid for any unused PPBL for which they were eligible while employed.

H. Coordination with Other Policies

FMLA. PPBL taken under this policy will run concurrently with leave under the FMLA. Any PPBL taken under this policy due to the birth, adoption, or foster care placement, or other legal placement of a child will be counted toward the 12 weeks of available FMLA leave. All other requirements and provisions under the FMLA will apply. In no case will the total amount of leave (paid or unpaid) granted to the employee under the FMLA exceed 12 weeks during the 12-month rolling FMLA period. Paid Parental Bonding Leave cannot be taken intermittently pursuant to this policy. However, the employee may be eligible for additional bonding time at the conclusion of their paid Parental Bonding Leave under the FMLA.

Other Leave. PPBL must be applied to absences prior to the employee using any available personal leave (vacation, bonus, sick, etc.), other accrued paid time off, or leave without pay. After the PPBL is exhausted, the employee may use the balance of FMLA leave (if applicable), in which case compensation can be provided through a combination of accrued leave. Upon exhaustion of these leave balances, any remaining FMLA leave will be unpaid.

Military Leave. In situations where an employee is on military when they become a new parent through birth or adoption, the employee may defer the start of their PPBL until they return from active duty.

Benefits. The City will maintain all benefits for employees during the PPBL period just as if they were taking any other City paid leave.

Holiday. If a City holiday occurs while the employee is on PPBL, such day will be charged to holiday pay; however, such holiday pay will not extend the total PPBL entitlement.

I. Requests for Paid Parental Bonding Leave

The employee will provide his or her supervisor and the human resource department with notice of the request for leave at least 30 days prior to the proposed date of the leave (or if the leave was not foreseeable, as soon as possible). The employee must complete the necessary HR forms and provide all documentation as required by the HR department to substantiate the request.

As is the case with all City policies, the City of Concord has the exclusive right to interpret this policy.

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

2022 BUDGET YEAR	587,274.75
2021	4,991.37
2020	1,042.83
2019	1,011.22
2018	-
2017	65.99
2016	-
2015	-
2014	-
2013	-
Prior Years	-
Interest	17,484.10
Refunds	
	<hr/>
	611,870.26

Vehicle Tax Receipts- County

2022 BUDGET YEAR	465,477.40
2021	
2020	
2019	
2018	
2017	
2016	
Prior Years	
Penalty & Interest	7,312.29
Refunds	
	<hr/>
	472,789.69

Fire District Tax - County

2021 BUDGET YEAR	5,441.18
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Less: Collection Fee from County

Net Ad Valorem Collections	<hr/>
	1,090,101.13

423:Vehicle Tag Fee-Transportation Impr Fund	32,980.89
100:Vehicle Tag Fee	133,922.37
292:Vehicle Tag Fee-Transportation Fund	32,980.88
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<hr/>
	199,884.14

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

Oakwood Cemetery current	1,200.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	4,108.35
Rutherford Cemetery endowment	1,316.65
West Concord Cemetery current	3,025.00
West Concord Cemetery endowment	-
Total Cemetery Collections	<hr/>
	9,650.00

Total Collections	<hr/>
	\$ 1,299,665.27

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	972.62
Discovery Penalty	117.66
Total Amount Invoiced - Monthly	<u>1,090.28</u>
Total Amount Invoiced - YTD	68,131,305.10

Current Year	
Less Abatements (Releases)	
Real	1,756.57
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>1,756.57</u>

Adjusted Amount Invoiced - monthly	(666.29)
Adjusted Amount Invoiced - YTD	67,947,338.79

Current Levy Collected	587,274.75
Levy Collected from previous years	7,111.41
Penalties & Interest Collected	17,484.10
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>611,870.26</u>
Total Collected - YTD	66,988,602.97

Total Collected - net current levy -YTD 66,581,458.89

Percentage of Collected -current levy 97.99%

Amount Uncollected - current year levy 1,365,879.90

Percentage of Uncollected - current levy 2.01%

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of February 2023

RELEASES		
CITY OF CONCORD	\$	1,756.57
CONCORD DOWNTOWN	\$	13,781.49

REFUNDS		
CITY OF CONCORD	\$	6,393.77
CONCORD DOWNTOWN	\$	198.47

DISCOVERIES								
CITY OF CONCORD								
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties		
2016	0	0	0	0.0048	0.00	0.00		
2017	0	0	0	0.0048	0.00	0.00		
2018	0	0	0	0.0048	0.00	0.00		
2019	0	0	0	0.0048	0.00	0.00		
2020	0	0	0	0.0048	0.00	0.00		
2021	0	17,850	17,850	0.0048	85.68	21.38		
2022	2,250	182,529	184,779	0.0048	886.94	117.66		
Total	2,250	200,379	202,629		\$ 972.62	\$ 139.04		
DOWNTOWN								
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties		
2017	0	0	0	0.0023	0.00	0.00		
2018	0	0	0	0.0023	0.00	0.00		
2019	0	0	0	0.0023	0.00	0.00		
2020	0	0	0	0.0023	0.00	0.00		
2021	0	0	0	0.0023	0.00	0.00		
2022	0	0	0	0.0023	0.00	0.00		
Total	0	0	0		\$ -	\$ -		

City of Concord
Portfolio Holdings
Monthly Investments to Council
Report Format: By Transaction
Group By: Security Type
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 2/28/2023

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP LEXINGTON PARKER CAP CO LLC 0 3/17/2023	52953BQH9	5,000,000.00	4,959,925.00	3/17/2023	4.617	1.25	1/13/2023	99.1985	17
CP CHESHAM FINANCE LLC 0 3/24/2023	16536JQQ3	5,000,000.00	4,962,305.56	3/24/2023	4.635	1.25	1/24/2023	99.246111	24
CP NATL SEC CLEARING CORP 0 3/29/2023	63763QQV2	5,000,000.00	4,953,125.00	3/29/2023	4.543	1.25	1/13/2023	99.0625	29
CP LMA SA LMA AMERS LLC 0 4/5/2023	53944RR59	5,000,000.00	4,921,675.00	4/5/2023	4.897	1.24	12/9/2022	98.4335	36
CP BANCO SANTANDER SA 0 4/17/2023	05970URH3	5,000,000.00	4,951,127.78	4/17/2023	4.676	1.25	1/31/2023	99.022556	48
CP CREDIT AGRICOLE CIB NY 0 4/27/2023	22533URT2	5,000,000.00	4,932,688.90	4/27/2023	4.724	1.24	1/13/2023	98.653778	58
CP ARKANSAS ELEC COOP CORP 0 5/17/2023	04085NSH3	5,000,000.00	4,944,233.35	5/17/2023	4.834	1.25	2/22/2023	98.884667	78
CP BARCLAYS BKPLC 0 5/22/2023	06744GM25	5,000,000.00	4,935,468.06	5/22/2023	4.853	1.24	2/14/2023	98.709361	83
CP MUFG BANK LTD 0 6/27/2023	62479MTT0	5,000,000.00	4,916,804.17	6/27/2023	4.952	1.24	2/24/2023	98.336083	119
Sub Total / Average Commercial Paper		45,000,000.00	44,477,352.82		4.747	11.21		98.839516	55
FFCB Bond									
FFCB 0.14 5/18/2023-21	3133EMZP0	5,000,000.00	4,997,000.00	5/18/2023	0.170	1.26	5/18/2021	99.94	79
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.26	8/10/2020	100	163
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.26	12/22/2020	100	206
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.26	11/30/2020	100	275
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.26	1/19/2021	99.957	325
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.26	3/4/2021	99.8	367
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.87	9/22/2021	99.94	402
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.26	8/19/2021	100	538
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.26	9/11/2020	100	560
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.05	11/12/2021	99.6	601
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.26	12/10/2021	100	650
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.26	4/21/2021	100	783
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.26	9/29/2020	100	944
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.26	12/22/2021	100	1,028
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.26	12/17/2020	100	1,204
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.26	9/28/2021	100	1,308
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.26	3/30/2020	100	1,491
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.26	3/10/2021	100	1,837
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.26	3/23/2021	100	1,850
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.26	2/16/2021	99.725	2,158
FFCB 1.55 3/15/2029-22	3133EMX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.25	3/24/2021	99.2	2,207
Sub Total / Average FFCB Bond		102,659,000.00	102,571,262.00		0.755	25.85		99.914899	913
FHLB Bond									
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.26	9/29/2020	100	213
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.26	10/5/2020	99.85	219
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.26	11/27/2020	100	272
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.26	6/9/2021	100	346
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.14	3/4/2021	106.665827	350
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.26	4/29/2021	100	426
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.26	5/28/2021	100	451
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.26	5/24/2021	100	451
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.26	6/7/2021	100	465
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.26	7/15/2021	100	503
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.26	7/29/2021	100	517
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.26	8/28/2020	100	546
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.26	1/27/2022	100	699

FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.26	1/29/2021	99.98	868
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.26	1/20/2021	99.98	965
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.26	12/30/2020	100	1,036
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.26	1/29/2021	100	1,066
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.26	2/17/2021	99.9	1,085
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.26	3/10/2021	100	1,106
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.26	4/29/2021	100	1,156
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.26	8/28/2020	99.725	1,631
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.26	11/1/2019	100	2,438
Sub Total / Average FHLB Bond		105,520,000.00	105,526,412.30		0.666	26.59		100.008318	781
FHLMC Bond									
FHLMC 0.25 9/8/2023	3137EAEW5	400,000.00	400,444.00	9/8/2023	0.211	0.10	11/5/2020	100.111	192
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.26	12/14/2020	100	289
FHLMC 5.05 6/14/2024-23	3134GY5E8	5,000,000.00	5,000,000.00	6/14/2024	5.050	1.26	12/14/2022	100	472
FHLMC 3 6/28/2024-22	3134GXWZ3	5,000,000.00	5,000,000.00	6/28/2024	3.000	1.26	6/28/2022	100	486
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.57	9/24/2021	100	517
FHLMC 1.5 2/12/2025	3137EAEPO	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.33	3/4/2022	99.386016	715
FHLMC 5.25 3/21/2025-23	3134GYA77	5,000,000.00	5,000,000.00	3/21/2025	5.250	1.26	12/21/2022	100	752
FHLMC 5.25 6/30/2025-23	3134GY6T4	4,596,000.00	4,596,000.00	6/30/2025	5.250	1.16	12/30/2022	100	853
FHLMC Step 6/30/2025-22	3134GXVT8	5,000,000.00	5,000,000.00	6/30/2025	3.676	1.26	6/30/2022	100	853
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.31	8/4/2022	92.438	874
FHLMC 0.375 9/23/2025	3137EAEX3	1,570,000.00	1,405,668.10	9/23/2025	4.166	0.35	10/6/2022	89.533	938
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.23	11/4/2022	88.468864	938
FHLMC 0.375 9/23/2025	3137EAEX3	560,000.00	504,624.88	9/23/2025	4.156	0.13	12/6/2022	90.111586	938
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.26	7/14/2020	100	1,232
Sub Total / Average FHLMC Bond		43,006,000.00	42,562,819.72		3.141	10.73		99.061376	710
FNMA Bond									
FNMA 0.3 8/10/2023-22	3135G05R0	4,000,000.00	3,973,000.00	8/10/2023	0.731	1.00	1/12/2022	99.325	163
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.26	8/17/2020	100	170
FNMA 2.875 9/12/2023	3135G0U43	1,170,000.00	1,263,483.00	9/12/2023	0.221	0.32	9/4/2020	107.99	196
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.26	10/27/2020	100	241
FNMA 0.25 11/27/2023	3135G06H1	1,040,000.00	1,039,505.82	11/27/2023	0.266	0.26	12/3/2020	99.952483	272
FNMA 0.25 11/27/2023	3135G06H1	1,235,000.00	1,236,082.16	11/27/2023	0.220	0.31	1/7/2021	100.087624	272
FNMA 0.25 11/27/2023	3135G06H1	1,430,000.00	1,432,245.92	11/27/2023	0.194	0.36	2/4/2021	100.157057	272
FNMA 0.25 11/27/2023	3135G06H1	5,000,000.00	4,787,582.75	11/27/2023	4.800	1.21	12/9/2022	95.751655	272
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.26	12/29/2020	100	304
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.40	6/3/2021	106.058	342
FNMA 1.75 7/2/2024	3135G0V75	945,000.00	983,130.75	7/2/2024	0.390	0.25	7/7/2021	104.035	490
FNMA 1.75 7/2/2024	3135G0V75	565,000.00	588,487.72	7/2/2024	0.313	0.15	8/5/2021	104.157119	490
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.26	8/28/2020	100	546
FNMA 1.625 10/15/2024	3135G0W66	1,740,000.00	1,797,259.31	10/15/2024	0.527	0.45	10/6/2021	103.290765	595
FNMA 1.625 10/15/2024	3135G0W66	640,000.00	656,959.05	10/15/2024	0.714	0.17	11/4/2021	102.649852	595
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.26	7/19/2021	99.797	657
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.27	1/5/2022	101.665856	679
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.32	5/5/2022	93.265273	784
FNMA 0.5 6/17/2025	3135G04Z3	925,000.00	861,249.00	6/17/2025	2.892	0.22	6/6/2022	93.108	840
FNMA 0.5 6/17/2025	3135G04Z3	1,365,000.00	1,271,599.52	6/17/2025	2.943	0.32	7/7/2022	93.157474	840
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.26	7/14/2020	100	867
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.26	8/19/2020	100	903
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.26	8/25/2020	100	909
FNMA 0.375 8/25/2025	3135G05X7	920,000.00	839,132.00	8/25/2025	3.521	0.21	9/7/2022	91.21	909
FNMA 0.5 11/7/2025	3135G06G3	1,295,000.00	1,169,555.72	11/7/2025	4.152	0.29	1/5/2023	90.313183	983
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.26	10/29/2020	100	1,339
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.26	11/4/2020	100	1,710
Sub Total / Average FNMA Bond		76,185,000.00	75,820,975.21		0.985	19.11		99.603719	655
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	82,761.81	82,761.81	N/A	?	0.02	6/29/2012	100	1
NCCMT LGIP	NCCMT481	15,398,887.39	15,398,887.39	N/A	?	3.88	12/31/2005	100	1

NCCMT LGIP	NCCMT271	171,886.60	171,886.60	N/A	?	0.04	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		15,653,535.80	15,653,535.80		?	3.94		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	10,193,148.65	10,193,148.65	N/A	?	2.57	3/31/2019	100	1
Sub Total / Average Money Market		10,193,148.65	10,193,148.65		?	2.57		100	1
Total / Average		398,216,684.45	396,805,506.50		?	100		99.673736	651