



## City Council Agenda

Thursday, May 9, 2024

6:00 PM

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

March 26, April 9, and April 11, 2024.

### IV. Presentations

#### 1. Recognition of the Central Cabarrus High School Boys Basketball Team for winning the 2024 NCHSAA 3A Championship.

#### 2. Presentation of a Proclamation recognizing May 19 - 25, 2024 as National Public Works Week. (Work Session)

National Public Works Week (NPWW) is a celebration of the tens of thousands of women and men in North America who provide, administer, and maintain the infrastructure collectively known as public works. Instituted as a public education campaign by the American Public Works Association in 1960, NPWW calls attention to the importance of public works in community life and to enhance the prestige of those who serve the public good every day with their dedication. NPWW is observed during the third full week of May.

#### 3. Presentation of a Proclamation recognizing the week of May 10-16, 2024 as National Police Week.

#### 4. Presentation of a Proclamation recognizing the month of May as Mental Health Awareness month.

### V. Unfinished Business

### VI. New Business

#### A. Informational Items

#### 1. Presentation of the Wilkinson Homes Repositioning Project update by Selenium Consulting Partners. (Work Session)

The Wilkinson Homes Repositioning Project's objective is to demolish aging structures and reconstruct 95 affordable units and an additional 12 affordable homeownership units. The Wilkinson Homes currently spans a 7.26-acre parcel, this complex comprises 17 buildings housing a total of 46 units, including 13 one-bedroom, 21 two-bedroom, 10 three-bedroom, and 2 four-bedroom units. Leveraging HUD's RAD program, the City of Concord's Housing Department current master plan in development aims to build 107 units with varied rental rates to enhance density and affordability, fostering socioeconomic diversity within the community. The 46 existing units will cater to current public housing residents, while the remaining 49 rental units will align with HUD's fair market rent, catering to families earning 80% or less of the area

median income (AMI). Key milestones for the Repositioning Project include resident updates and engagement, in addition to pre-relocation household assessment.

**B. Departmental Reports**

- 1. Parks and Recreation Bonds update**
- 2. Downtown Streetscape update**

**C. Recognition of Persons Requesting to be Heard**

**D. Public Hearings**

**1. Conduct a public hearing to consider adopting a resolution approving an amendment to an installment financing contract.**

The City is planning to issue Limited Obligation Bonds to finance the costs of constructing, equipping and furnishing a fire station and police substation to be located at the Concord-Padgett Regional Airport. If rates are advantageous, the City will also refinance the 2014A LOBS that were used to finance the construction of City Hall. The 2024 LOBS will be issued with First Concord Corporation. Notice of the public hearing was published in the April 28th Independent Tribune.

**Recommendation:** Motion to adopt a resolution approving an amendment to an installment financing contract.

**2. Conduct a public hearing and consider adopting an ordinance annexing +/- 15.382 acres at 10756 & 10758 Ellenwood Rd., PINs 4670-65-6370; 4670-64-6808; 4670-65-5413 owned by Barbara Davis and Douglas & Beverly Howell.**

The request is for voluntary annexation of +/- 15.382 acres of property on Ellenwood Rd. The property is currently zoned Cabarrus County LDR (Low Density Residential) . The developer has proposed to construct one hundred eight (108) rear load townhomes. If annexation is approved, the request for zoning to City of Concord RV-CD (Residential Village-Conditional) will be presented to the Planning and Zoning Commission at the June 18, 2024, meeting. The 2030 Land Use Plan designates the subject property as "Village Center." City of Concord RV-CD (Residential Village-Conditional) is a corresponding zoning district to the Land Use Category and would be compatible with the surrounding zoning.

**Recommendation:** Consider a motion adopting the annexation ordinance and set the effective date for May 9, 2024.

**3. Conduct a public hearing to consider adopting an ordinance amending Article 8 "Use Regulations," "Residential Use Categories," and Article 14 "Definitions" of the Concord Development Ordinance (CDO) to create regulations to address "Keeping of Chickens."**

In recent years, urban homesteading has been gaining popularity, notably with the keeping of domestic fowl in residential districts for egg production and family pets. Several jurisdictions in the State have adopted ordinances to regulate the keeping of domestic fowl, many of which were researched in the drafting of this ordinance.

The proposed amendment allows for the keeping of domestic female chickens on single-family detached or manufactured home residential lots, as an accessory use. Up to five (5) total chickens may be kept on a lot that is between one-half acre (0.50 ac) and one acre (1.0 ac) in area; up to ten (10) total chickens may be kept on a lot that is at least one acre (1.0 ac); and, up to fifteen (15) chicken may be kept on a lot that is at least two acres (2.0 ac) or more in area. The maximum number of chickens allowed is fifteen (15) per lot, regardless of number of dwelling units on the lot.

At their April 16, 2024 meeting, the Planning and Zoning Commission unanimously recommended the amendment to Council.

**Recommendation:** Motion to adopt an ordinance amending Articles 8 and 14 to adopt use regulations and definitions related to the keeping of chickens.

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

### **1. Consider authorizing the City Manager to negotiate and execute a contract with LandDesign, Inc. for preliminary design up to 30% full design services for Phase 3 of the Hector H Henry Greenway for the total amount of \$204,245.**

The Hector H Henry Greenway corridor is identified in the adopted Open Space Connectivity Analysis Plan (OSCA). Greenway development and acquisition is a current strategic goal for Council including the goal of 30 greenway and multi-use path miles by 2030.

As outlined in the OSCA, Phase 3 was initially outlined as extending along the Rocky River from Poplar Tent Road to Cox Mill High School. However, with the City's purchase of property for the future Poplar Tent Trailhead Park, part of the 2022 general obligation park bond package, Phase 3 has been extended further north to that location, a distance of approximately 1.15 miles. This phase would be a continuation of the work by the Engineering Department and TELICS for Phase 1 (the Cannon Crossing phase) already underway. The Phase 3 preliminary design will provide analysis of a multi-use path along Poplar Tent Road and preliminary design for a pedestrian/bicycle bridge over the Rocky River to provide future extension toward Derita Road as well as a direct connection to the Courtyards on Poplar Tent residential neighborhood.

Parks and Recreation has selected LandDesign, Inc. of Charlotte through an RFQ process for professional design services for greenway development. This work will include Conceptual Design and Alternatives Analysis; Preliminary Design of the Selected Alternative; Preliminary Flood Modeling; Preliminary Structural Design; Traffic Signal and Crossing Analysis; and Environmental Review Services and Permitting; along with appropriate reimbursable expenses. Funding is available in the P&R Capital Project account for Hector Henry - Cannon Crossing.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with LandDesign, Inc. in the amount of \$204,245 for preliminary design up to 30% full design for Phase 3 of the Hector H Henry Greenway.

### **2. Consider authorizing the City Manager to negotiate and execute a purchase contract with Safeware Inc. to provide Equipment and Training for the purchase of two SkyWatch Two-Person Towers to be utilized by the City of Concord Police Department.**

The City of Concord Police Department wishes to purchase the equipment to increase crime solving abilities, increase efficiency and enhance the safety of the citizens and visitors to the City of Concord outdoor events such as NASCAR, ZMAX, Music Festivals, Parades and Tree Lighting Festivities. The equipment will allow the Police Department to increase efforts to secure large outdoor events in the City. Total cost for the purchase is \$509,100.32. Purchase vetted with Finance/Purchasing to use OMNIA Contract #4400008468 to meet procurement guidelines. The FY23 OSBM Grant Funds will be used for this contract.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Safeware Inc. to provide Equipment and Training for the purchase of two SkyWatch Two-Person Towers to be utilized by the City of Concord Police Department in the amount of \$509,100.32.

### **3. Consider authorizing the City Manager to negotiate and execute a purchase contract with Forensic Technology, Inc., to provide Equipment and Training for the purchase of hardware and software that provides the ability to compare unique markings left by firearms on fired bullets**

**and cartridges in the National Integrated Ballistic Information Network (NIBN) and the Integrated Ballistic Identification System (IBIS) to be utilized by the City of Concord Police Department.**

The City of Concord wishes to purchase equipment to increase crime solving abilities in gun related crimes. IBIS solutions provide timely actionable intelligence for the investigation of firearm related crimes and is the search engine that helps law enforcement quickly find links between firearm related incidents. Total cost for the purchase is \$333,866. Purchase vetted with Finance/Purchasing to use sole source to meet procurement guidelines for this purchase as NIBN/IBIS is the only system utilized by the Bureau of Alcohol, Tobacco, and Firearms. The FY23 OSBM Grant Funds will be used for this contract.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Forensic Technology, Inc. to provide equipment and training for the purchase of NIBN/IBIS hardware and software to be utilized by the City of Concord Police Department in the amount of \$333,866.

**4. Consider authorizing the City Manager to negotiate and execute a purchase contract with Federal Contracts Corp using Sourcewell Contract Number 020923-FCC to purchase five new Signal Power SP400SD LED Diesel Light Towers to be utilized by the City of Concord Police Department.**

The City of Concord Police Department wishes to purchase equipment for downtown events, power outages, traffic signal outages, crime scenes etc. The purchase will enhance the safety of the citizens and visitors to the City of Concord downtown outdoor events such as the Festivals, Parades and Tree Lighting. The cost of the purchase is \$121,125. Purchase vetted with Finance/Purchasing to use Federal Contracts Corp using Sourcewell Contract Number 020923-FCC to meet procurement guidelines. The FY23 OSBM Grant Funds will be used for this contract.

**Recommendation:** Motion to authorize the City Manager to negotiate and executive a purchase contract with Federal Contracts Corp using Sourcewell Contract Number 020923-FCC to purchase five new Signal Power SP400SD LED Diesel Light Towers to be utilized by the City of Concord Police Department.

**5. Consider entering into an Agreement with the North Carolina Department of Transportation (NCDOT) in order to cover cost overruns associated with TIP project U-4910A&B, widening of Derita Rd (SR 1445) from Concord Mills Boulevard (SR 2894) to Poplar Tent Rd (SR 1394), as well as, approving the associated budget amendment.**

The City and NCDOT entered into an agreement on September 9, 2008 to widen Derita Rd from Concord Mills Blvd to Poplar Tent Rd. On October 12, 2016, both parties entered into a supplemental agreement to provide additional funding and allowing NCDOT to let the construction contract. The federal funding equaled \$17,810,000, with the City contributing \$4,140,000. The City is responsible for all costs which exceed the total estimate.

The estimated total cost of the project at completion is currently \$39,950,000, approximately \$18 million over the estimate. NCDOT has agreed to split the additional cost and cover 50% (\$9,000,000) of the overrun. The City has also requested, through the CRMPO, \$7,200,000 from STBG-DA Funds (80% of the remainder). This will result in the City covering the remaining \$1,800,000 from Transportation Project Funds.

A budget amendment is also included in order to transfer funds from future Transportation Projects to the aforementioned project account.

**Recommendation:** Motion to enter into an agreement with the North Carolina Department of Transportation (NCDOT) in order to cover cost overruns associated with TIP project U-4910A&B, widening of Derita Rd (SR 1445) from Concord Mills Boulevard (SR 2894) to Poplar Tent Rd (SR 1394), as well as, approving the associated budget amendment.

**6. Consider entering into an Agreement with the North Carolina Department of Transportation (NCDOT) in order to convey right of way, permanent utility easement area, and permanent drainage easement area along Dickens Place NE and Vinehaven Drive NE at Copperfield Boulevard (SR 2126).**

It is requested that City Council enter into an Agreement ID No. 12861 with the NCDOT to as outlined in the agreement. This agreement details the right of way (ROW), permanent utility easement area (PUE), and permanent drainage easement area (PDE) of to be conveyed to the City of Concord that were the result of improvements with the project along I-85 from NC 73 in Cabarrus County (Exit 55) to Lane Street (Exit 63) in Concord. Improvements were programmed under TIP No. I-3802. The project extended Dickens Place NE and constructed Vinehaven Drive NE as displayed in the agreement along Copperfield Blvd (SR 2126). Upon completion of the conveyance of property, the City will be responsible for all maintenance of said interests and areas as mentioned in the agreement.

**Recommendation:** Motion that City Council enter into an Agreement with the North Carolina Department of Transportation (NCDOT) to convey right of way, permanent utility easement area, and permanent drainage easement area along Dickens Place NE and Vinehaven Drive NE at Copperfield Boulevard (SR 2126).

**7. Consider authorizing the City Manager to negotiate and execute a design build services contract with D.R. Reynolds for the preconstruction and construction services for the Fire Station #3 addition.**

The addition will consist of an approximately 48x40, 1,920 square foot addition as a detached brick veneer building to the back of the existing fire station. A request for qualifications was posted for design build construction services. After interviews were held and references called, the selection committee chose D.R. Reynolds for the project. D.R. Reynolds has worked on numerous projects with fire station components. The contract will be a fixed fee for pre-construction services of \$585,000 and a Guaranteed maximum Price (GMP) for construction services of \$585,000.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with D.R. Reynolds for the preconstruction and construction services for the Fire Station #3 addition.

**8. Consider Preliminary Applications from Tim Phelps.**

In accordance with City Code Chapter 62, Tim Phelps has submitted preliminary applications for water and sewer service at two separate parcels outside the City limits. The properties are located at 4301 and 4309 White Tail Lane Midland, NC. The properties are vacant and will be developed with single family homes. All parcels are zoned SFR.

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

**9. Consider a Preliminary Application from Mark and Aleigha Tucker.**

In accordance with City Code Chapter 62, Mark and Aleigha Tucker have submitted a preliminary application for water service at 1295 A.J. Tucker Loop Rd, Midland, outside the City limits. The property is currently undeveloped and the owners would like to construct a single family home. All parcels are zoned SFR and City sanitary sewer is not available to the parcel.

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

**10. Consider a Preliminary Application from Carolina Thomas Development LLC.**

In accordance with City Code Chapter 62, Carolina Thomas Development, LLC has submitted preliminary application for water service at 2575 NC Hwy 24/27 outside the City limits. The property is undeveloped and the applicant proposes to develop the parcel into a commercial facility. Sanitary sewer is not available to the parcels.

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

**11. Consider approving the Vision, Mission, Values, Goals and Strategies that comprise the Strategic Plan.**

The City partnered with Centralina Regional Council beginning in July 2023 to create a new strategic plan. Together with the Staff Leadership Team and the Customer Service Advancement Team (CSAT), as well as input from coworkers and the community, a new Plan was created. The planning process over the last 10 months has included 3 City Council Work Sessions, 5 Staff Leadership Team sessions, 3 CSAT sessions, 23 all-staff engagement sessions, 1 community survey, and 1 staff survey.

This work culminated in a new Vision statement, a revised Mission statement, new values, six strategic plan goals, and 25 associated strategies.

**Recommendation:** Motion to approve the Vision, Mission, Values, Goals, and Strategies that comprise the Strategic Plan.

**VII. Consent Agenda**

**A. Consider adopting a resolution that authorizes the City to become a party to the intralocal agreement and participate in the NC CLASS investment pool.**

North Carolina GS 159-30(c)(10) allows monies of the City to be invested in a commingled investment pool established by interlocal agreement pursuant to NC GS 160A-460 through 160A-464. NC CLASS was created to provide an additional liquid investment option for idle funds. While earning a competitive daily interest rate on invested funds, the City will still have the ability to access the funds same day for liquidity needs.

**Recommendation:** Motion to adopt a resolution that authorizes the City to become a party to the intralocal agreement and participate in the NC CLASS investment pool.

**B. Consider authorizing the City Manager to execute assignment and assumption of a lease.**

7475 Zephyr Place, LLC ( Assignor) is a tenant of a land lease with the City of Concord. The Assignor has agreed to sell its hangar to JI AIR, LLC or Assignee. JI AIR wishes to assume the remaining term of the lease and purchase the improvement from the Assignor together with all the appurtenant easements for ingress, egress and utilities and other appurtenances thereto, together with all permits, licenses, agreements, water rights and other intangible owned or utilized.

**Recommendation:** Motion to authorize the City Manager to execute assignment and assumption of the lease.

**C. Consider accepting a donation from the Willow's Wish Foundation for four inclusive changing tables to be placed in restrooms at Dorton, Ramseur, Caldwell and Hartsell parks. The amount of the donation approximates but will not exceed \$35,000.**

The Willow's Wish Foundation, a registered 501(c)3 non-profit organization, proposes to donate inclusive changing tables to Concord's Parks & Recreation Department for installation at parks across

the City; those that are currently being renovated and new parks as part of the 2022 General Obligation Park Bond initiative, and where possible at parks not undergoing major renovation.

The Willow's Wish Foundation, a registered 501c3 nonprofit, is committed to bringing people together by creating inclusive environments. Their mission comes to life through strategic initiatives, including the installation of inclusive changing tables, playground equipment, and home modifications. By addressing the unique needs of the community's special and disabled demographics, they pave the way for greater education and understanding by inclusifying our surroundings. These intentional and tangible solutions not only offer support but also empower individuals to fully engage and immerse themselves in both public and private spaces. The efforts of the Willow's Wish Foundation strive to foster a more connected and inclusive society. The Foundation will be providing three Max-Ability Pressalit VersaMax Manual Fold table and one Koala Kare KB3000-AHL table in this round of donation; future donations may include additional tables or funds for the City to purchase tables for installation. The initial four tables have been designed into the above-noted project plans based on size and dimensions of restrooms; the receipt of the tables would be based on the construction timeline and coordination with the contractor. All future projects in the bond program will be designed to include an inclusive changing table. A small acrylic sign will be placed inside each restroom where the accommodation is provided, along with a standard accessibility accommodation sign placed outside.

Once installed, Concord will become a state leader in providing inclusive changing tables in our publicly accessible restrooms. Inclusive (adult-accessible) changing tables are a new and emerging form of accommodation for persons with disabilities. Additionally, Willow's Wish has partnered with Max-Ability to provide a remote monitoring sensor on the Pressalit units; the company's inaugural deployment of a new technology alerting staff of damage to or misuse of the changing tables, permitting a more efficient repair or law enforcement response if needed.

**Recommendation:** Motion to authorize the City Manager to approve receipt of four inclusive changing tables to be placed in restrooms at Dorton, Ramseur, Caldwell and Hartsell parks. The amount of the donation approximates, but will not exceed, \$35,000.

**D. Consider authorizing the Concord Police Department to apply for grant funding from the U.S. Department of Justice, Bureau of Justice Assistance utilizing Rapid DNA for Investigations.**

The Bureau of Justice are committed to advancing work that promotes civil rights and equity, increases access to justice, supports crime victims and individuals impacted by the justice system, strengthens community safety, protects the public from crime and evolving threats, and builds trust between law enforcement and the community. The grant money has been earmarked by the Byrne Discretionary Grant Program FY24 Project List for Rapid DNA for Investigations in the amount of \$188,000. The grant does not require a local match from the City. The application is due on June 6, 2024.

**Recommendation:** Motion to authorize the Concord Police Department to apply for grant funding from the U.S. Department of Justice, Bureau of Justice Assistance utilizing Rapid DNA for Investigations.

**E. Consider authorizing the Concord Police Department to apply for the Fiscal Year 2024 Patrick Leahy Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice programs.**

The Patrick Leahy Bulletproof Vest Partnership Grant reimburses agencies up to 50% of the costs of new uniquely fitted bulletproof vests. The Department projects needing to purchase 124 vests over the next two fiscal years at a cost of \$79,980, of which, the City would receive reimbursement of \$39,990 under grant guidelines if the total amount is awarded.

**Recommendation:** Motion to authorize the Concord Police Department to apply for the Fiscal Year 2024 Patrick Leahy Bulletproof Vest Partnership Grant from the United States Department of Justice, Office of Justice programs.

**F. Consider adopting an ordinance to amend the City Code of Ordinances Section 30-161-B(4) that would introduce a fee for chronic violators.**

This fee would serve as an additional civil penalty per occurrence, in alignment with the existing City fee schedule.

**Recommendation:** Motion to adopt an ordinance to amend the City Code of Ordinances Section 30-161-B(4) that would introduce a fee for chronic violators.

**G. Consider authorizing the City Manager to negotiate and execute a contract for security related monitoring services for the Information Technology Department.**

The City of Concord Information Technology Department seeks authorization to contract with a security related third-party vendor implemented by Carolina Advanced Digital, Inc. The contract amount for FY25 is \$133,226.57.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract for security related monitoring services contract for the Information Technology Department.

**H. Consider authorizing the City Manager to negotiate and execute an amendment to the contract with Wallace Farms, Inc., to reflect the current pricing for processing and to replace the existing Fuel Adjustment with an annual CIP Adjustment.**

Each July 1, the fee schedule shall be adjusted based on the percentage change in the Consumer Price Index for the following 12 months. At no time will the prices fall below the base prices above. Total cost per ton will reflect an increase above the current rate plus Fuel Adjustment charged, however the expected cost per ton multiplied by tons generated remains within budget. This is the first of two (2) automatic 5-year extensions available after the original 10-year contract began in 2014.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract with Wallace Farms Inc., to process City of Concord generated yard waste under the amended contract until June 30, 2029 as the first of two (2) available 5-year extensions.

**I. Consider approving a contract with the Cabarrus Health Alliance (CHA) as a recipient of \$28,500 as part of the 2023-2028 CDC Racial & Ethnic Approaches to Community Health (REACH) Grant program.**

The Racial and Ethnic Approaches to Community Health (REACH) is a national program administered by the Centers for Disease Control and Prevention (CDC) to reduce racial and ethnic health disparities. Through REACH, recipients plan and carry out local, culturally appropriate programs to address a wide range of health issues. Focus areas include nutrition, physical activity, tobacco control, and immunization uptake.

CHA is a recipient of a REACH grant; and has designated the City of Concord as a sub-recipient for the current 2023-2024 Fiscal Year for the amount of \$28,500. As part of an existing directional and wayfinding signage project being combined with a downtown branding and signage campaign underway through Public Affairs and the Planning Department, the Parks & Recreation Department will work with City staff and the firm Destination by Design to create and implement incorporating wayfinding for active transportation and bicycle and pedestrian planning, focusing on sidewalks, greenways, and other initiatives around the downtown core area and prioritized neighborhoods. This work will focus on site-specific equity assessment and feasibility for parks and public recreation areas. The plans will prioritize strategies promoting healthy lifestyles, while referencing how to make these public physical activity opportunities more equitably accessible for all residents. Funds will cover the cost of staff time, expert

consultants to assist in planning, design, and preliminary engineering, and initial steps to implementation.

**Recommendation:** Motion to authorize the City Manager to approve a contract with Cabarrus Health Alliance in the amount of \$28,500 as part of the CHA REACH grant.

**J. Consider authorizing the City Manager to execute a contract approving the use of Logan Multipurpose Center for Cabarrus County Department of Social Services (CCDSS) in regards to the LunchPlus Club Program.**

The LunchPlus Club Program is a public service offered to elderly residents of Cabarrus County through CCDSS and has taken place at Logan Multipurpose Center for almost 30 years.

The staffing and program administration are provided by CCDSS at its expense. The LunchPlus Club Program contract will allow the LunchPlus program to occupy the kitchen and multipurpose rooms at Logan between the hours of 8:30 am and 2:00 pm Monday through Friday, except for County holidays and inclement weather days. The term between the City and County would be effective from July 1, 2024 through June 30, 2029. The current contract in place will expire June 30, 2024.

**Recommendation:** Motion to authorize the City Manager to execute the LunchPlus Club Program contract.

**K. Consider accepting an offer of infrastructure at Greenway Townhomes.**

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: 615 LF of 2-inch water line and 4 valves.

**Recommendation:** Motion to accept the offer of infrastructure at Greenway Townhomes.

**L. Consider removing the FY 2025 CDBG funding allocation from NC Firefighter Cancer Alliance.**

Staff respectfully requesting the \$250 CDBG funding allocation granted to the NC Firefighter Cancer Alliance for the FY24-25 annual budget be removed as the agency does not meet federal requirements for CDBG funding.

**Recommendation:** Motion to remove the \$250 CDBG funding allocation granted to NC Firefighter Cancer Alliance for the FY 2024-2025 annual budget.

**M. Consider adopting an American Rescue Plan Fund grant project budget amendment.**

The collections area renovation project is now completed and came in under the previously budgeted amount. The attached budget amendment moves the remaining funds of \$9,100 to the future projects account and will be available for other projects as needed.

**Recommendation:** Motion to adopt an American Rescue Plan Fund grant project budget amendment.

**N. Consider approving a \$2,400 donation from the Mayor's Golf Tournament Fund to Cabarrus Arts Council (CAC) and adopt a budget ordinance.**

Brian Sullivan, CAC Director of Performing Arts, is designing a series of Ukelele workshops for the youth at El Puente that invites parents and grandparents to also join in the music making. The workshops will be held at El Puente during the summer, where families are already seeking out of school resources.

CAC is \$2,400 (8 workshops at \$300 each) to provide the workshops free of charge for the youth and family members. Ukeleles and music will be available for each participant and will feature both Spanish and English language songs.

**Recommendation:** Motion to approve a \$2,400 donation from the Mayor's Golf Tournament Fund to Cabarrus Arts Council and to adopt a budget ordinance.

**O. Consider approving a \$2,500 donation from the Mayor's Golf Tournament Fund to DTC, Inc and adopt a budget ordinance.**

If approved, the funds will be used to assist with registration costs for the Robert VanAtta's children's cooking camp.

His cooking camp will take place during the weeks of June 24th, July 8th, and July 15th in Concord for 12 children each week. The camp will host children in Concord ages 9-12.

**Recommendation:** Motion to approve a \$2,500 donation from the Mayor's Golf Tournament Fund to DTC, Inc and to adopt a budget ordinance.

**P. Consider adopting an ordinance to amend the Stormwater Project Fund budget to setup funding for the Main St project.**

Staff is recommending the use of savings from the Country Club project as well as other future project reserves to setup a budget for the Main St project. The attached ordinance establishes this project budget.

**Recommendation:** Motion to adopt an ordinance to amend the Stormwater Project Fund budget to setup funding for the Main St project.

**Q. Consider adopting an ordinance to amend the Water Project Fund budget.**

The attached budget amendment adjusts the bond proceeds and system development fee revenues to agree to the actual amounts. The amendment also includes the cleanup of several project budgets to better reflect actual costs anticipated for these projects.

**Recommendation:** Motion to adopt an ordinance to amend the Water Project Fund budget.

**R. Consider acceptance of the Tax Office reports for the month of March 2024.**

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 March 2024.

**S. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of March 2024.**

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 March 2024.

**T. Receive monthly report on status of investments as of March 31, 2024.**

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

**X. General Comments by Council of Non-Business Nature**

**XI. Closed Session (If Needed)**

**XII. 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.

**RESOLUTION OF THE CITY OF CONCORD, NORTH CAROLINA, APPROVING AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**

*WHEREAS*, the City of Concord, North Carolina (the “*City*”) is a municipal corporation validly existing as such under and by virtue of the Constitution, statutes and laws of the State of North Carolina (the “*State*”);

*WHEREAS*, the City has the power, pursuant to the General Statutes of North Carolina to (1) enter into installment contracts in order to purchase, or finance or refinance the purchase of, real or personal property and to finance or refinance the construction or repair of fixtures or improvements on real property and (2) create a security interest in some or all of the property financed or refinanced to secure repayment of the purchase price of such property;

*WHEREAS*, the City Council of the City (the “*City Council*”) has previously determined and hereby determines that it is in the best interest of the City to (1) finance the costs of constructing, equipping and furnishing a fire station and police substation to be located at the City’s airport (the “*2024 Projects*”) and (2) if advantageous to the City, refinance all or a portion of the City’s outstanding installment obligations related to Limited Obligation Bonds (City of Concord, North Carolina), Series 2014A (the “*2014A Bonds*”), the proceeds of which were used to finance the construction of City Hall and refinance the construction of the Police Headquarters and the acquisition, construction and improvement of other City facilities and equipment (the “*2014 Projects*” and together with the 2024 Projects, the “*Projects*”);

*WHEREAS*, the City previously entered into an Installment Financing Contract, dated as of December 1, 2014 (the “*2014 Contract*”), with the First Concord Corporation (the “*Corporation*”) to finance and refinance the 2014 Projects;

*WHEREAS*, to secure its obligations under the 2014 Contract, the City executed and delivered a Deed of Trust, Security Agreement and Fixture Filing dated as of December 1, 2014 (the “*Deed of Trust*”), as amended, granting a security interest in the site of City Hall and the real estate improvements thereon and appurtenances thereto;

*WHEREAS*, the City Council has previously determined and hereby determines that it is in the best interest of the City to enter into Amendment Number One to the Installment Financing Contract (the “*First Amendment*”) and together with the 2014A Contract, the “*Contract*”) with the Corporation to (1) finance and refinance Projects and (b) pay the costs related to the execution and delivery of the First Amendment;

*WHEREAS*, to assist the City with the financing of the 2024 Projects and refinancing of the 2014 Projects and related 2014A Bonds, the Corporation will execute and deliver its Limited Obligation Bonds (City of Concord, North Carolina), Series 2024 (the “*2024 Bonds*”) in an aggregate principal amount not to exceed \$29,000,000, evidencing proportionate undivided interests in rights to receive certain Revenues (as defined in the Contract) pursuant to the Contract;

*WHEREAS*, in connection with the sale of the 2024 Bonds to J.P. Morgan Securities LLC, as underwriter (the “*Underwriter*”), the Corporation will enter into a Contract of Purchase (the “*Purchase Contract*”) between the Corporation and the Underwriter relating to the 2024 Bonds, and the City will execute a Letter of Representation to the Underwriter (the “*Letter of Representation*”);

*WHEREAS*, there have been described to the City Council the forms of the following documents (collectively, the “*Instruments*”), copies of which have been made available to the City Council, which the

City Council proposes to approve, enter into, and deliver, as applicable, to effectuate the proposed installment financing:

- (1) the First Amendment;
- (2) a Supplemental Indenture, Number 1 between the Corporation and U.S. Bank Trust Company, National Association, as successor trustee (the “*Trustee*”), which supplements an Indenture of Trust dated as of December 1, 2014, between the Corporation and the Trustee, including the form of the 2024 Bonds;
- (3) the Purchase Contract; and
- (4) the Letter of Representation.

*WHEREAS*, to make an offering and sale of the 2024 Bonds, there will be prepared a Preliminary Official Statement with respect to the 2024 Bonds (the “*Preliminary Official Statement*”), a draft thereof having been made available to the City Council, and a final Official Statement relating to the 2024 Bonds (together with the Preliminary Official Statement, the “*Official Statement*”), which Official Statement will contain certain information regarding the City and the 2024 Bonds;

*WHEREAS*, it appears that each of the Instruments and the Preliminary Official Statement is in an appropriate form and is an appropriate instrument for the purposes intended;

*WHEREAS*, a public hearing on the First Amendment and the Projects to be financed and refinanced thereby after publication of a notice with respect to such public hearing must be held and the City Council conducted such public hearing at its May 9, 2024 meeting; and

*WHEREAS*, the City has filed an application to the Local Government Commission of North Carolina (the “*LGC*”) for approval of the First Amendment and will receive the approval of the LGC before executing and delivering the First Amendment;

*NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF CONCORD, NORTH CAROLINA, AS FOLLOWS:*

Section 1. ***Ratification of Instruments.*** All actions of the Mayor, the City Manager, the Finance Director and the City Clerk, including anyone serving as such in an interim capacity, and their respective designees (individually and collectively, the “*Authorized Officers*”), whether previously or hereinafter taken, in effectuating the proposed financing are hereby approved, ratified and authorized pursuant to and in accordance with the transactions contemplated by the Instruments.

Section 2. ***Authorization of the Official Statement.*** The form, terms and content of the Preliminary Official Statement are in all respects authorized, approved and confirmed, and the Underwriter’s use of the Preliminary Official Statement and the final Official Statement in connection with the offering and sale of the Bonds is hereby in all respects authorized, approved and confirmed. The Authorized Officers are hereby authorized and directed to deliver, on behalf of the City, the Official Statement in substantially such form, with such changes, insertions and omissions as they may approve.

Section 3. ***Authorization to Execute the First Amendment.*** The City hereby approves the financing of the 2024 Projects and refinancing of the 2014A Projects pursuant to the 2014A Contract and the First Amendment, which will be a valid, legal and binding obligation of the City in accordance with its terms. The form and content of the First Amendment are hereby in all respects authorized, approved and confirmed, and the Authorized Officers are hereby authorized, empowered and directed to execute

and deliver the First Amendment, including necessary counterparts, in substantially the form and content presented to the City Council, but with such changes, modifications, additions or deletions therein as they deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the City's approval of any and all changes, modifications, additions or deletions therein from the form and content of the First Amendment presented to the City Council. From and after the execution and delivery of the First Amendment, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the First Amendment as executed.

Section 4. ***Approval of the Purchase Contract and Authorization to Execute the Letter of Representation.*** The form and content of the Purchase Contract, including the Letter of Representation, are hereby approved in all respects. The Authorized Officers are authorized to execute the Letter of Representation for the purposes stated therein, including necessary counterparts, in substantially the form and content of the Letter of Representation presented to the City Council, but with such changes, modifications, additions or deletions therein as they may deem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of the City's approval of any and all changes, modifications, additions or deletions therein from the form and content of the Letter of Representation presented to the City Council. From and after the execution and delivery of the Letter of Representation, the Authorized Officers are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of the Letter of Representation as executed.

Section 5. ***City Representative.*** The Authorized Officers are each hereby designated as the City's representative to act on behalf of the City in connection with the transactions contemplated by the Instruments and the Official Statement, and the Authorized Officers are authorized to proceed with the financing in accordance with the Instruments and to seek opinions as a matter of law from the City Attorney, which the City Attorney is authorized to furnish on behalf of the City, and opinions of law from such other attorneys for all documents contemplated hereby as required by law. The City's representative and/or designee or designees are in all respects authorized on behalf of the City to supply all information pertaining to the City for use in the Official Statement and the transactions contemplated by the Instruments or the Official Statement. The City's representatives or their respective designees are hereby authorized, empowered and directed to do any and all other acts and to execute any and all other documents, which they, in their discretion, deem necessary and appropriate to consummate the transactions contemplated by the Instruments or the Official Statement or as they deem necessary or appropriate to implement and carry out the intent and purposes of this Resolution and the on-going administration of the Instruments. Any provision in this Resolution that authorizes more than one officer of the City to take certain actions shall be read to permit such officers to take the authorized actions either individually or collectively and any action authorized may be taken by anyone designated to act on their behalf.

Section 6. ***Refunding.*** The Finance Director is hereby authorized to pursue the refunding of all or a portion of the City's outstanding installment obligations related to the 2014A Bonds if she determines in her discretion that it is advantageous to the City for the purpose of lowering the City's debt service costs, and if so, the Authorized Officers are each hereby authorized to do any and all other things necessary to complete the steps necessary for the refunding of the 2014A Bonds.

Section 7. ***Severability.*** If any section, phrase or provision of this Resolution is for any reason declared to be invalid, such declaration will not affect the validity of the remainder of the sections, phrases or provisions of this Resolution.

Section 8. ***Repealer.*** All motions, orders, resolutions and parts thereof, in conflict herewith are hereby repealed.

Section 9. *Effective Date.* This Resolution is effective on the date of its adoption.

Read, approved and adopted this 9th day of May, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST:

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

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

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

I, *Kim Deason*, City Clerk of the City of Concord, North Carolina, *DO HEREBY CERTIFY* that the foregoing is a true and exact copy of a resolution titled “**RESOLUTION OF THE CITY OF CONCORD, NORTH CAROLINA, APPROVING AN AMENDMENT TO AN INSTALLMENT FINANCING CONTRACT AND THE DELIVERY THEREOF AND PROVIDING FOR CERTAIN OTHER RELATED MATTERS**” adopted by the City Council of the City of Concord, North Carolina in regular session duly convened on the 9th day of May, 2024, as recorded in the minutes of the City Council of the City of Concord, North Carolina.

*WITNESS*, my hand and the seal of the City of Concord, North Carolina, this the \_\_\_ day of May, 2024.

(SEAL)

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

**Meeting Date**

May 9, 2024

**Annexation Staff Report**

This request is a voluntary annexation petition of three (3) parcels totaling +/- 15.382 acres of property on Ellenwood Rd. The property is currently zoned Cabarrus County LDR (Low Density Residential). The properties are owned by Barbara Davis and Douglas & Beverly Howell and the authorized petitioner for the annexation is Moore & VanAllen. PLLC. A map has been provided depicting the location of the properties.

If annexation is approved, the request for zoning to City of Concord RV-CD (Residential Village - Conditional) will be presented to the Planning and Zoning Commission at the June 18, 2024, meeting. The 2030 Land Use Plan designates the subject property as "Village Center." City of Concord RV-CD (Residential Village - Conditional) is a corresponding zoning district to the Land Use Category, and would be compatible with the surrounding zoning.

Applications for annexation and rezoning may be submitted simultaneously so that the corresponding site plan can be under technical review while the annexation is being processed. The proposed site plan is currently in review.

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

Adjacent property owners, recognized neighborhoods, and HOAs were notified by mail of the proposed annexation by City of Concord Planning and Neighborhood Development in a letter dated March 27, 2024, and was advertised in the Independent Tribune on March 31, 2024.

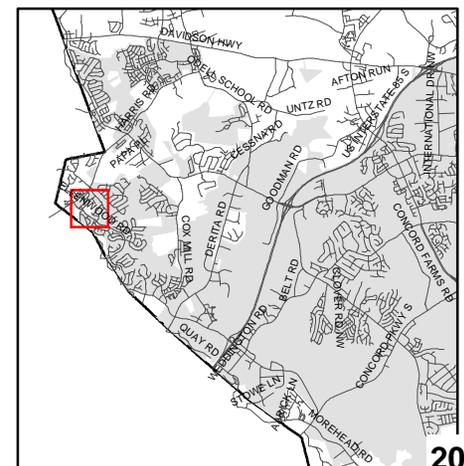
**ANX-01-24  
AERIAL**

**10756 & 10758 Ellenwood Rd**

PINs: 4670-65-6370, 4670-65-5413  
& 4670-64-6808



	Annexation Area
	City of Concord
	Parcels



AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF  
CONCORD, NORTH CAROLINA TO INCLUDE +/- 15.382 ACRES OF  
PROPERTY LOCATED AT 10756 & 10758 ELLENWOOD RD, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by the City of Concord, on May 9<sup>th</sup>, 2024 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 May 9, 2024 after due notice by The Independent Tribune on March 31<sup>st</sup>, 2024; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 9<sup>th</sup> day of May 2024:

*BEING THAT CERTAIN TRACT OF LAND CONTAINING PARCELS 46706554130000, 46706563700000 & 46706468080000 OF LAND LYING AND BEING SITUATE IN CABARRUS COUNTY, NORTH CAROLINA. SAID COMBINED TRACT OF LAND BEING BOUNDED ON THE NORTHEAST BY WINDING WALK OWNERS ASSOCIATION INC, PARCEL (MB 47, PG 72), THE SOUTHEAST BY WINDING WALK OWNERS ASSOCIATION INC. PARCEL (MB 52, PG 85 & 87), THE SOUTHWEST BY ELLENWOOD ROAD, 60' PUBLIC RIGHT OF WAY (DB 327, PG 55) AND THE NORTHWEST BY EDISON SQUARE TOWNHOMES (MB 70, PG 107; MB 71, PG 13; MB 70, PG 5 & MB 68, PG 102) AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:*

*COMMENCING AT A NAIL # 900 BEING THE POINT OF LOCALIZATION OF THE HEREIN DESCRIBED TRACT HAVING NC STATE PLANE NAD83(2011) COORDINATES OF, NORTHING: 604,721.75; EASTING: 1,476,952.46, THENCE N 50°38'36" W 230.39' TO A #5 REBAR ON THE NORTHWEST LINE OF SAID WINDING WALK OWNERS ASSOCIATION (MB 52, PG 87) BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT; THENCE, WITH SAID WINDING WALK LINE, THE FOLLOWING TWO CALLS: (1.) S 42°52'22" W 266.71' TO A #4 REBAR; (2.) S 42°54'21" W 29.95' TO A CALCULATED POINT IN THE CENTERLINE OF ELLENWOOD ROAD; THENCE, WITH CENTERLINE OF ELLENWOOD ROAD, THE FOLLOWING EIGHT CALLS: (1.) N 56°46'46" W 113.20' TO A CALCULATED POINT; (2.) WITH A CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 129.16 FEET, A RADIUS OF 10,666.78 FEET, AND A CHORD BEARING AND DISTANCE OF N 56°10'11" W 129.16 FEET TO A CALCULATED POINT; (3.) WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 108.09 FEET, A RADIUS OF 769.60 FEET, AND A CHORD BEARING AND DISTANCE OF N 50°27'02" W 108.00 FEET TO A CALCULATED POINT; (4.) WITH A COMPOUND CURVE TO THE RIGHT HAVING AN ARC LENGTH OF 100.10 FEET, A RADIUS OF 840.82 FEET, AND A CHORD BEARING AND DISTANCE OF N 43°01'02" W 100.04 FEET TO A CALCULATED POINT; (5.) N 39°36'24" W 48.43' TO A CALCULATED POINT; (6.) N 38°59'23" W 60.28' TO A CALCULATED POINT; (7.) N 40°39'49" W 64.54' TO A CALCULATED POINT; (8.) WITH A CURVE TO THE LEFT HAVING AN ARC LENGTH OF 101.37 FEET, A RADIUS OF 568.06 FEET, AND A CHORD BEARING AND DISTANCE OF N 46°05'19" W 101.24 FEET TO A CALCULATED POINT; THENCE, LEAVING THE CENTERLINE OF ELLENWOOD ROAD, N 47°20'13" E 38.36' TO A #4 REBAR ON THE SOUTHEAST LINE OF THAT EDISON SQUARE TOWNHOMES SUBDIVISION; THENCE, WITH SAID REAR LINES OF MULTIPLE LOTS IN THE EDISON SQUARE TOWNHOMES SUBDIVISION, THE FOLLOWING TWENTY-NINE CALLS: (1.) N 47°18'49" E 33.40' TO A #4 REBAR; (2.) N 47°13'27" E 28.08' TO A #4 REBAR; (3.) N 47°12'51" E 28.04' TO A #4 REBAR; (4.) N 47°19'29" E 38.04' TO A #4 REBAR; (5.) N 47°17'06" E 38.43' TO A #4*

REBAR; (6.) N 47°35'21" E 27.74' TO A #4 REBAR; (7.) N 47°19'08" E 28.27' TO A #4 REBAR; (8.) N 47°13'04" E 38.10' TO A #4 REBAR; (9.) N 47°23'13" E 38.39' TO A #4 REBAR; (10.) N 47°14'32" E 27.96' TO A #4 REBAR; (11.) N 47°17'07" E 27.93' TO A #4 REBAR; (12.) N 47°21'34" E 38.27' TO A #4 REBAR; (13.) N 47°12'17" E 38.16' TO A #4 REBAR; (14.) N 47°33'29" E 27.96' TO A #4 REBAR; (15.) N 47°17'50" E 28.14' TO A #4 REBAR; (16.) N 47°43'16" E 28.17' TO A #4 REBAR; (17.) N 46°54'51" E 38.06' TO A #4 REBAR; (18.) N 47°22'01" E 179.33' TO A #4 REBAR; (19.) N 47°28'02" E 33.84' TO A #4 REBAR; (20.) N 47°21'40" E 27.98' TO A #4 REBAR; (21.) N 47°31'44" E 27.95' TO A #4 REBAR; (22.) N 47°21'48" E 28.05' TO A #4 REBAR; (23.) N 47°14'06" E 31.19' TO A #4 REBAR; (24.) N 46°46'46" E 24.37' TO A #4 REBAR; (25.) N 47°37'14" E 22.39' TO A #4 REBAR; (26.) N 47°32'46" E 22.38' TO A #4 REBAR; (27.) N 47°07'37" E 22.65' TO A #4 REBAR; (28.) N 47°25'07" E 32.99' TO A #4 REBAR; (29.) N 47°19'16" E 34.01' TO A #4 REBAR ON THE SOUTHWESTERN LINE OF THAT WINDING WALK OWNERS ASSOCIATION INC. PARCEL; THENCE, WITH SAID WINDING WALK LINE, THE FOLLOWING THREE CALLS: (1.) S 28°23'58" E 224.27' TO A #4 REBAR; (2.) S 28°22'28" E 223.83' TO A #4 REBAR; (3.) S 28°25'11" E 223.93' TO A #5 REBAR ON THE NORTHWEST LINE OF WINDING WALK OWNERS ASSOCIATION INC.; THENCE, WITH SAID LINE, S 42°55'03" W 488.57' TO A #5 REBAR ON THE NORTHEAST RIGHT OF WAY LINE OF FRANKLIN TREE DR, 60' PUBLIC RIGHT OF WAY (MB 52, PG 87); THENCE, CROSSING SAID FRANKLIN TREE DR., S 42°57'27" W 59.94' TO THE POINT OF BEGINNING, CONTAINING 670, 051 SQUARE FEET, 15.382 ACRES MORE OR LESS.

SECTION 2. Upon and after the 9<sup>th</sup> day of May, 2024 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

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

Adopted this 9<sup>th</sup> day of May 2024.

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:** May 9, 2024

**CASE #:** TA-02-24 Text Amendment (Keeping of Chickens)

**PREPARED BY:** Autumn C. James, Ph.D., AICP | Planning & Development Manager

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## **SUMMARY**

Staff provided the Planning and Zoning Commission with a proposed text amendment to Article 8 of the Concord Development Ordinance (CDO). The amendment came to the Commission upon direction of the City Council as they been approached by interested citizens who wish to explore reconsideration of the keeping of domestic chickens. This ordinance was considered by the City Council multiple times, with the most recent being in 2012 and 2017, but was ultimately denied.

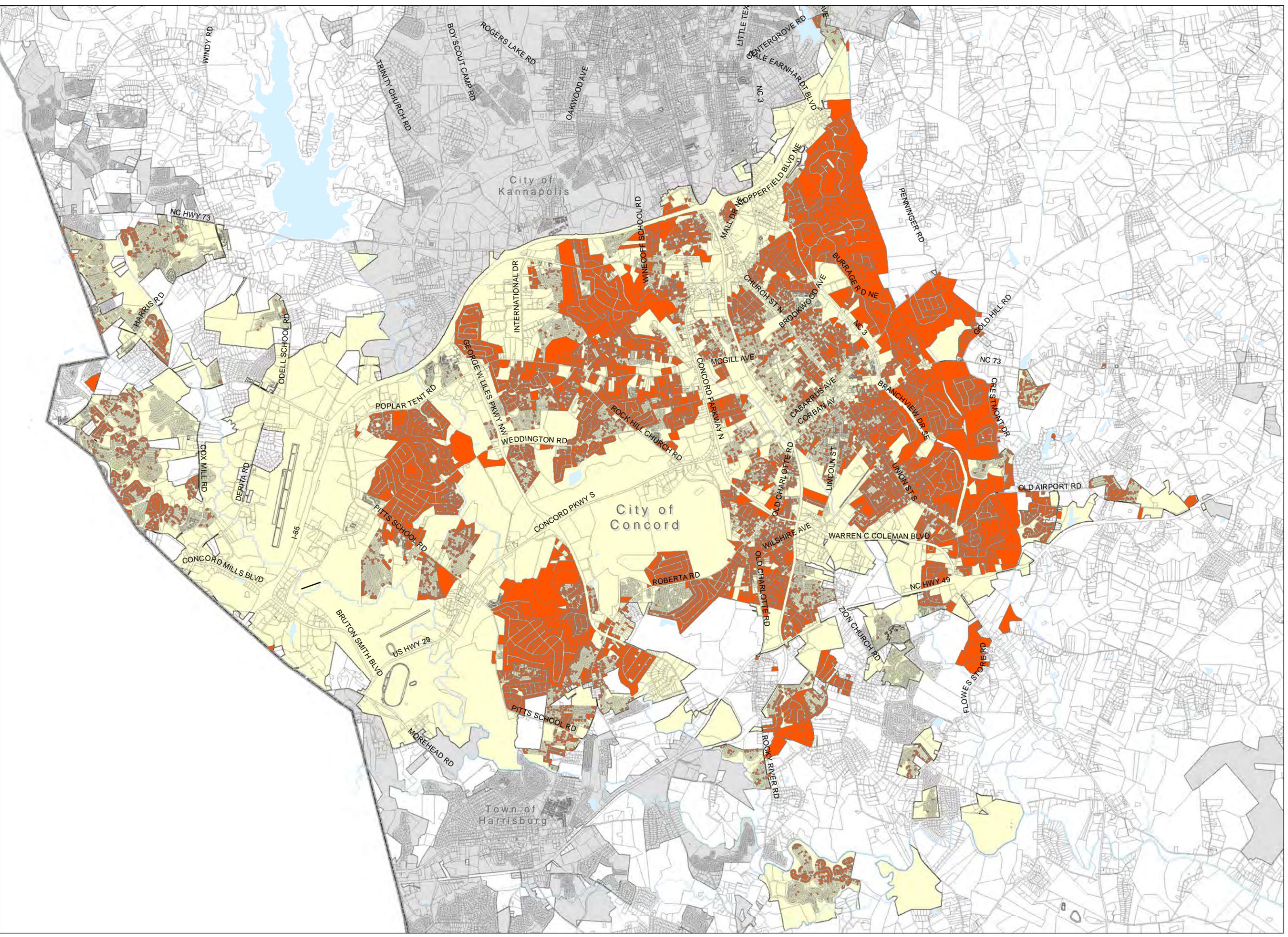
As proposed to the Planning & Zoning Commission, the proposed amendment allowed for the keeping of domestic female chickens on single-family detached or manufactured home residential lots, as an accessory use. Up to five (5) total chickens may be kept on a lot that is between one-half acre (0.50 ac) and one acre (1.0 ac) in area; up to ten (10) total chickens may be kept on a lot that is at least one acre (1.0 ac); and, up to twenty (20) chicken may be kept on a lot that is at least two acres (2.0 ac) or more in area. The maximum number of chickens allowed is twenty (20) per lot, regardless of number of dwelling units on the lot.

Additionally, the amendment included requirements to limit impacts on neighboring properties and to ensure that the hens are kept in safe and sanitary conditions.

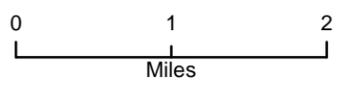
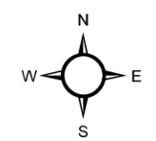
During discussions at the Commission meeting, it was decided that in regard to lot that is at least two acres (2.0 ac) or more in area, up to fifteen (15) chicken may be kept, a decrease from the proposed twenty (20). Therefore, the maximum number of chickens allowed is fifteen (15) per lot, regardless of number of dwelling units on the lot. The motion to change the number of chickens from twenty (20) to fifteen (15) on lots measuring a minimum of two acres (2.0 ac) was unanimously approved. A motion was then made to recommend the statement of consistency and text amendment to City Council which was unanimously approved.

Residential Parcels  
1/4 Acre or Larger

16,176 Parcels

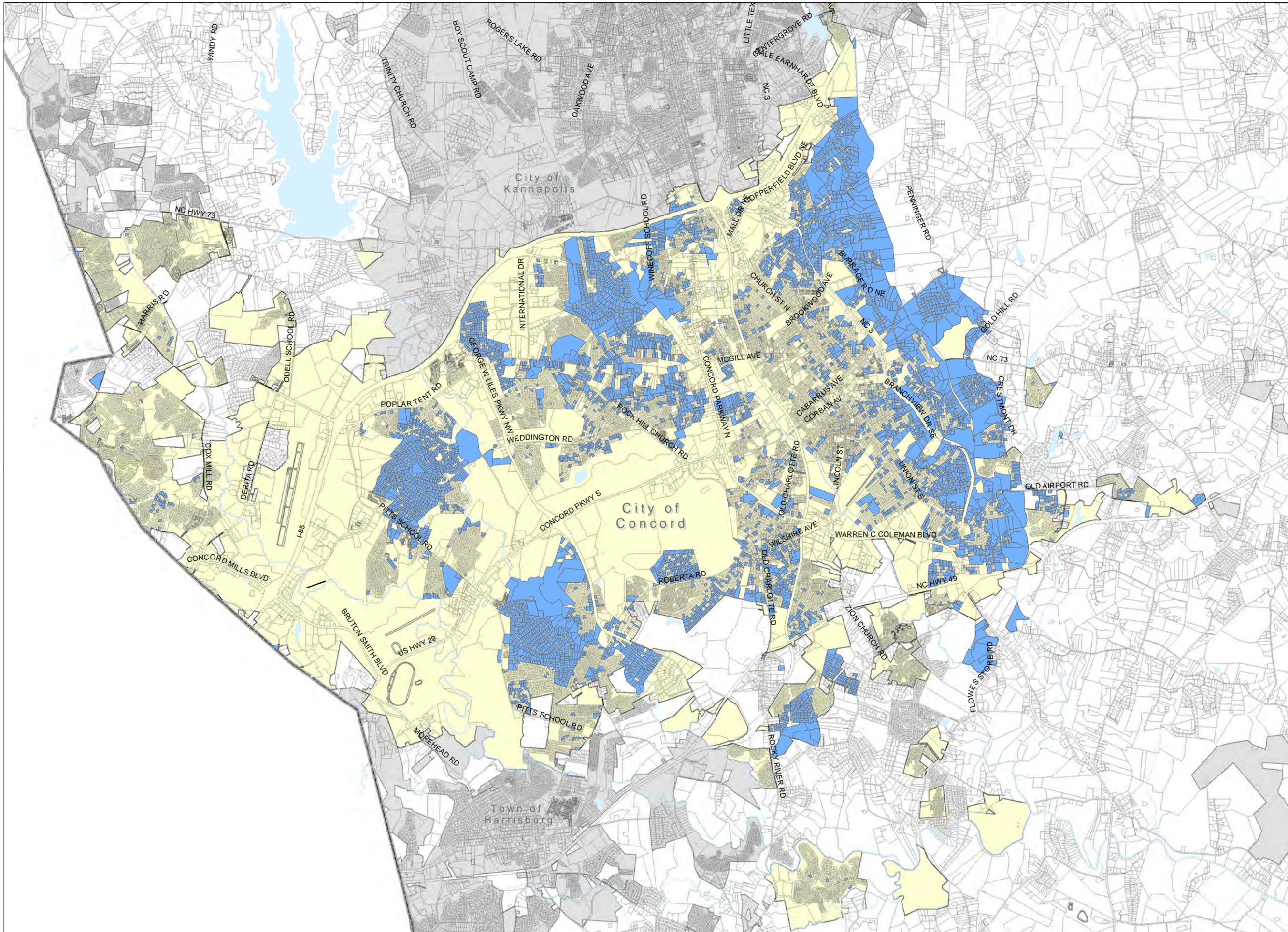


- Res. Lots  $\geq$  0.25 Acres
- Parcels
- Lakes & Ponds
- Rivers
- Cabarrus Co.
- City of Concord
- Other Municipalities

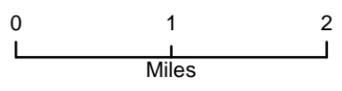
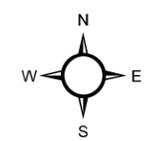


Residential Parcels  
1/2 Acre or Larger

6,077 Parcels

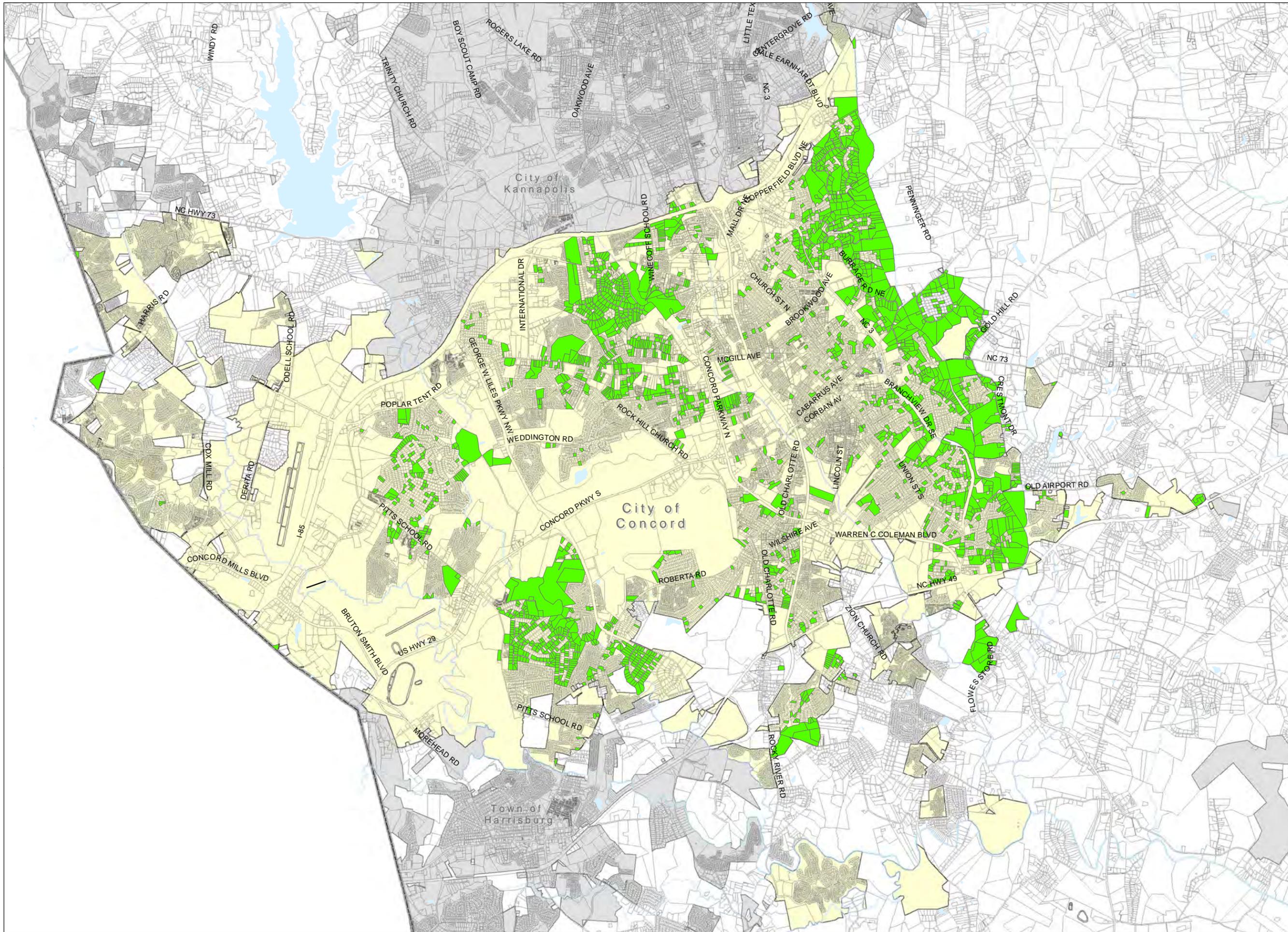


- Res. Lots  $\geq$  0.5 Acres
- Parcels
- Lakes & Ponds
- Rivers
- Cabarrus Co.
- City of Concord
- Other Municipalities

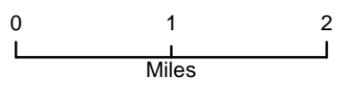
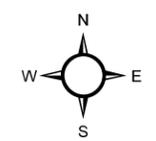


**Residential Parcels  
 1 Acre or Larger**

1,978 Parcels

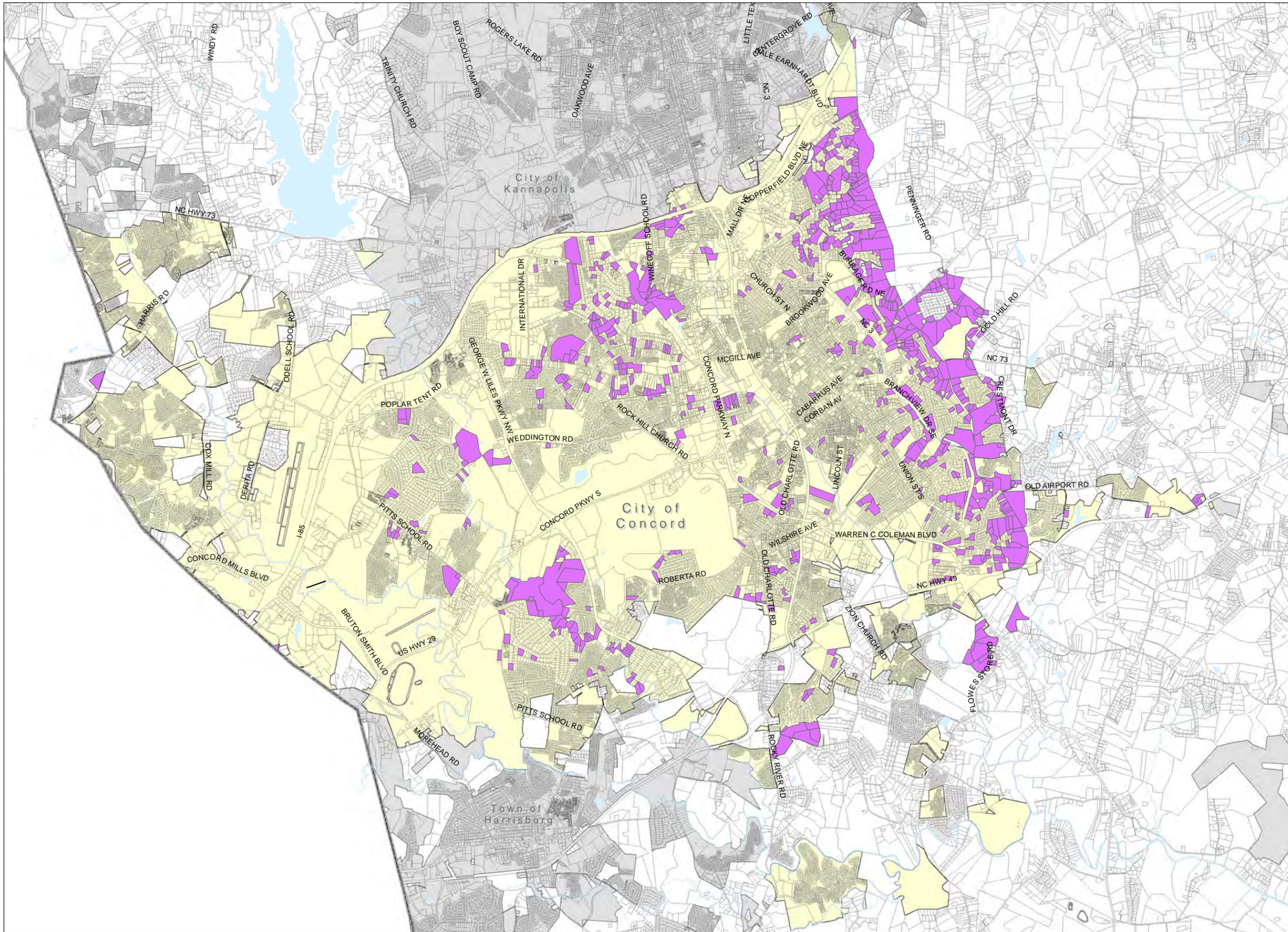


- Res. Lots >= 1 Acre
- Parcels
- Lakes & Ponds
- Rivers
- Cabarrus Co.
- City of Concord
- Other Municipalities

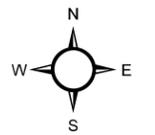


**Residential Parcels  
2 Acres or Larger**

619 Parcels

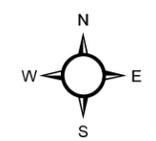
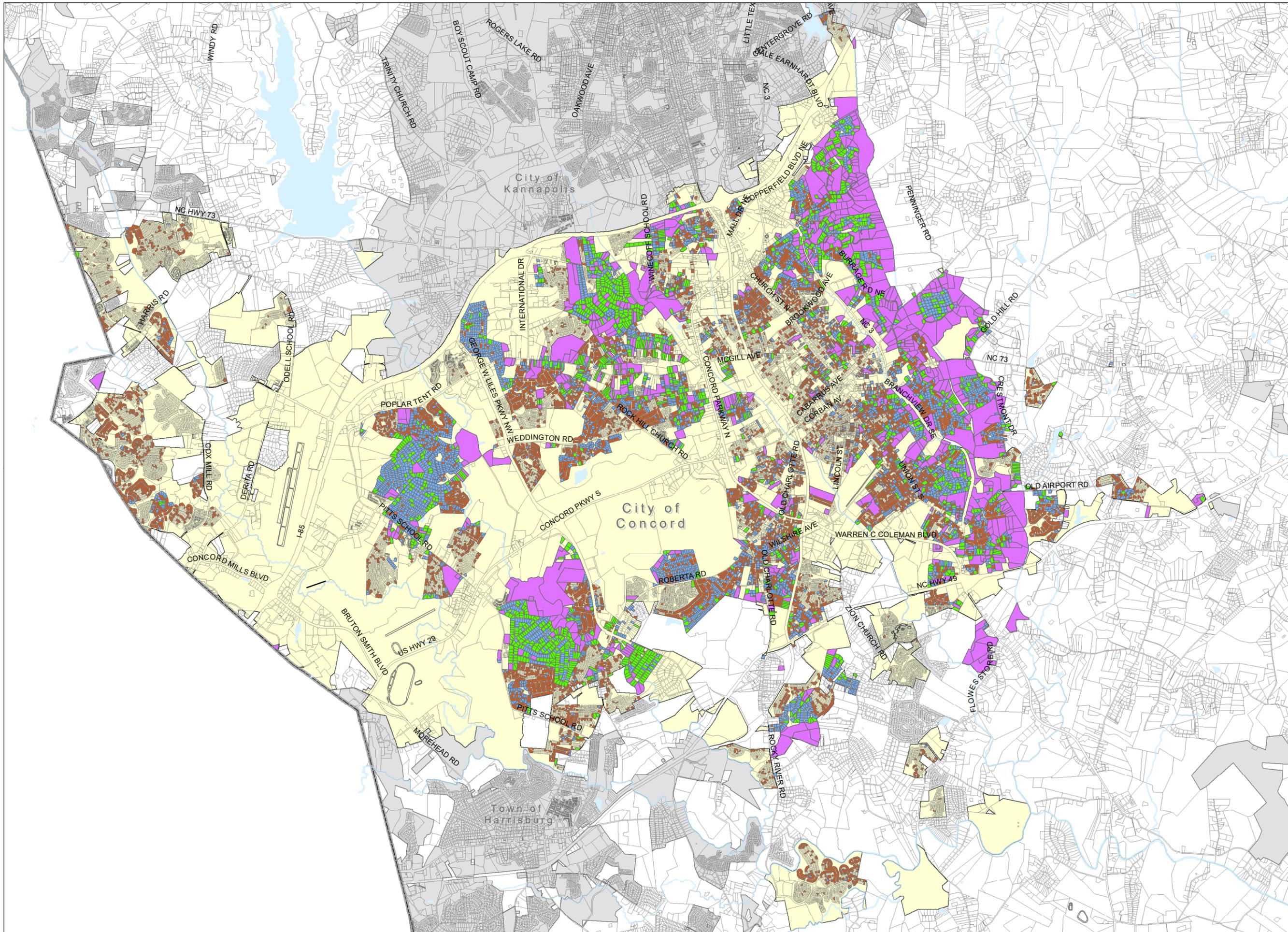


- Res. Lots  $\geq$  2 Acres
- Parcels
- Lakes & Ponds
- Rivers
- Cabarrus Co.
- City of Concord
- Other Municipalities



**Residential Parcels**

- Res. Lots  $\geq$  2 Acres
- Res. Lots 1 Acre to 2 Acres
- Res. Lots 0.5 to 1 Acres
- Res. Lots 0.25 to 0.5 Acres
- Lakes & Ponds
- Rivers
- Parcels
- Cabarrus Co.
- City of Concord
- Other Municipalities



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 use be added to the Concord Development Ordinance (CDO) Article 8 "Use Regulations," Table 8.1.8:

**Table 8.1.8**

USE CATEGORY	SPECIFIC USE	AG	RESIDENTIAL						COMMERCIAL					IND		Standards
		AG	RE	RL	RM-1	RM-2	RV	RC	O-1	B-1	CC	C-1	C-2	I-1	I-2	
RESIDENTIAL USES (See 8.3.3)																
Household Living	Mixed Use Dwelling/Live-Work Unit								P	P	P	P	P			
	Single Family Detached Dwelling, Single-Family Modular Home	P	P	P	P	P	P	P	PS							7.7
	Single Family Attached Dwelling,							PS	PS	PS						7.7 & 7.7.4.I
	Multifamily Dwelling/Apartment Duplex/Triplex							SS	PS	PS	PS	PS	SS			7.8
	Accessory Dwelling	PS	PS	PS	PS	PS	PS	PS								Tables 7.6.2.A & 7.6.2.B
	<u>Keeping of Chickens (Gallus gallus domesticus)</u>	P	PS	PS	PS	PS	PS	PS								8.3.3.C

SECTION 2: That the following accessory use be added to the Concord Development Ordinance (CDO) Article 8 "Use Regulations," Section 8.2.4 "Residential Use Categories," Table A: Household Living :

8.2.4. RESIDENTIAL USE CATEGORIES  
A. Household Living

Characteristics: Residential occupancy of a dwelling unit by a household on a month-to-month or longer basis in structures with self-contained dwelling units, including kitchens.		
Principal Uses	Accessory Uses	Uses Not Included
Assisted living facility with self-contained individual units that meet the definition of a dwelling unit Guest house Retirement center apartment Short-term rental Single-family detached house, lot line house, traditional house, patio house, villa house, atrium house, two-family house, semi-attached townhouse, townhouse or rowhouse, roof-deck townhouse, stacked townhouse, multiplex, apartment, manufactured home park or subdivision, modular home, upper-story residential	Accessory dwelling unit Accessory structure that does not involve the conduct of business on the premises Ancillary indoor storage Dish antenna under 3 meters Dock or pier (noncommercial) Children's play area or equipment Greenhouse or nursery, Personal (no sales) Home occupation In-home care for six or less persons Off-street parking of occupants' registered vehicles Family day care homes Adult day care homes (As licensed by the State of NC) Private community center Public community center affiliated with a public housing agency or department Private garage, barbecue pit, carport, tool or garden shed, storage unit, swimming pool Raising of pets Residential leasing office Storage structure, storage garage or open storage area for RV's or boats (manufactured home park or subdivision only) <u>Keeping of Chickens</u>	Bed and breakfast establishment, hotel, motel, inn, extended-stay facility (see Transient Accommodations) Family care homes (see Social Service Institution) Nursing or convalescent home (see Group Living) Residential assisted living facility not having individual dwelling units (see Group Living)

SECTION 3: That the following section be added to the Concord Development Ordinance (CDO) Article 8 "Use Regulations," Section 8.3.3 "Residential Uses":

G. KEEPING OF CHICKENS

1. APPLICABILITY

Lots that are zoned for and utilized as single family detached or manufactured home dwellings may be permitted a maximum of fifteen (15) domestic female (hen) chickens (*Gallus gallus domesticus*), as an accessory use (See § 8.4 of this Ordinance.), contingent on the following requirements:

- a. The maximum number of chickens allowed is fifteen (15) per lot, regardless of number of dwelling units on the lot.
  - i. Up to five (5) total chickens may be kept on a lot that is between one-half acre (0.50 ac) and one acre (1.0 ac) in area.
  - ii. Up to ten (10) total chickens may be kept on a lot that is at least one acre (1.0 ac).
  - iii. Up to fifteen (15) chicken may be kept on a lot that is at least two acres (2.0 ac) or more in area.

- b. Male chickens (roosters) are prohibited.
- c. Hens are utilized for personal egg production or as pets; Chicks and adult chickens shall not be sold; Chicken manure and compost using chicken manure shall not be sold or otherwise distributed; Produce on which chicken manure from the permitted chickens has been used as fertilizer, or on which compost made with such manure has been used, shall not be sold.
- d. Hens shall not be slaughtered within the City limits.
- e. A chicken coop and chicken pen shall be provided and all necessary action should be taken to reduce the attraction of predators.
  - i. Chickens shall be secured in the chicken coop during non-daylight hours. During daylight hours chickens can be located in the chicken pen and can be located outside of the pen in a securely fenced yard.
  - ii. Chicken coops shall be located in the rear yard of the principal dwelling and shall be set back at least 50 feet any adjacent residences, or rights-of-way and shall be enclosed with solid material on all sides and have a solid roof and door(s). An existing shed or rear garage can be used for a coop.
  - iii. Chicken pens shall be located in the rear yard of the principal dwelling and shall be set back at least 5 feet from lot lines or rights-of-way and shall be constructed of wood or metal posts and wire fencing material. The fence shall measure at least five (5) feet in height.
  - iv. Chicken coops, chicken pens, and surrounding areas shall be kept in a sanitary condition at all times.
- f. All manure, uneaten feed and other items associated with the keeping of chickens shall be removed and disposed of in a timely and sanitary manner.
  - i. No more than two cubic feet of chicken manure shall be stored for use as unprocessed fertilizer. All other manure shall be disposed of or composted. All stored manure shall be completely contained in a waterproof container.
  - ii. Any compost using chicken manure shall be produced in an enclosed backyard composter.
- g. The requirements set forth in Articles 4.3 which note that no person shall perform land-disturbing activities that cause or contribute to a violation of water quality standards. Class 1 and Class 2 streams shall be protected by an undisturbed buffer and vegetated setback.
- h. A Zoning Clearance Permit is required for residents wishing to keep chickens on their property.

SECTION 4: That the following accessory use be added to the Concord Development Ordinance (CDO) Article 8 "Use Regulations," Section 8.4 "Accessory Uses," Table 8.4.1: Permitted Accessory Uses:

- 8.1 Accessory Uses
  - 8.4.1 PERMITTED ACCESSORY USES
    - A. The uses listed in Column A, below, shall be permitted by right (unless noted otherwise) in any of the zoning districts set forth in Column B, below:

(A) Accessory Use	(B) Zoning Districts
Accessory Dwellings (subject to § 8.3.3.C)	See Use Table (Section 8.1.8)
Adult Day Care Home (up to 6 residents)	All Residential Zoning Districts
Family Day Care Home (up to 12 children, including both customers and family members)	All Residential Zoning Districts
Garages or Carports (noncommercial)	All Zoning Districts
Greenhouses (noncommercial)	All Residential Zoning Districts
Home Occupations (subject to § 8.5)	All Residential Zoning Districts
Off-Street Parking and Driveways	All Zoning Districts
Wireless Telecommunications Antennas or Tower (subject to § 8.7)	All Zoning Districts
Other Telecommunication Antennas or Tower	See Use Table (Article 8)
Satellite Dishes	All Zoning Districts
Signs (see Article 12)	All Zoning Districts
Storage Buildings (Residential)	All Zoning Districts
Swimming Pools (subject to § 8.4.4)	All Residential Zoning Districts
Stables/Private (see § 8.3.2.A)	AG, RE, RL
Tennis Courts (subject to the provisions of this Section)	All Zoning Districts
Any other Building or Use customarily incidental to the permitted Primary Use or Building (subject to § 8.4.2)	All Zoning Districts
<u>Keeping of Chickens</u>	<u>See Use Table (Article 8)</u>

SECTION 5: That Article 14 “Definitions” be amended to include the following definitions:

CHICKEN - Female poultry or fowl of the species Gallus gallus/G. gallus domesticus. Male chickens (roosters) are excluded.

CHICKEN COOP - A structure for the sheltering of chickens.

CHICKEN PEN - An enclosure that is connected to and/or surrounding a chicken coop for the purpose of allowing chickens to leave the coop while remaining in a predator-safe environment.

SECTION 6: That this Ordinance be effective immediately upon adoption.

Adopted in this DAY of MONTH 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST:

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

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

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

## EXHIBIT A

### SCOPE OF SERVICES

#### PROJECT OVERVIEW

Hector Henry Greenway Phase 3 (Poplar Tent Trailhead Park to Cox Mill High School) begins at the northern end of the Cox Mill High School parcel and extends north approximately 1.15 miles, crossing over Poplar Tent Road and ending at the Poplar Tent Trailhead Park (City of Concord owned, refer to Exhibit C). Based on March 6, 2024, the Client has requested the Consultant to study the greenway alignment in two task items: conceptual design/alternative analysis phase and a 30% design phase of the selected alternative.

It is anticipated that the results of this study will be carried forward ultimately into the 100% design phase, under a separate contract with the Consultant.

The following project assumptions are made:

- The Client will provide survey for the project limits (shown on Exhibit C). This will consist of a combination of City Surveying services and aerial survey (by others). The Client will deliver the survey to the Consultant for design.
- The crossing at Poplar Tent Road will include an 'at-grade' pedestrian crossing due to the existing water surface level and minimal vertical clearance under the roadway bridge.
- The scope and fee outlined assumes the existing location of Poplar Tent Road and bridge.
- (1) one proposed pedestrian bridge is assumed to cross to the east side of Rocky River and connect the existing community "The Courtyards on Poplar Tent."

This scope of services includes:

#### I. CONCEPTUAL DESIGN AND ALTERNATIVE ANALYSIS

#### PHASE 100

##### A. Program Information

1. Coordinate with Client on desired alignment options and program alternatives to study.
2. Review applicable area plans and zoning ordinance(s) for site constraints and requirements, including, but not limited to permitted land uses, streetscape cross sections, setback and build-to-zone requirements, density and parking minimums and maximums, tree save requirements, riparian buffers, post-construction stormwater requirements, etc.
3. Review applicable NCDOT documents and plans for Poplar Tent Road/Cox Mill Road for site constraints and prospective alignment options and alternatives.

##### B. Base Map

1. Compile GIS data base map, in conjunction with the Client provided survey (if available), and aeriels, to create a basemap.
2. Create an overlay illustrating known site constraints, including, but not limited to existing features, utilities, structures, topography, environmental, setbacks, zoning requirements, and overhead powerline clearances, etc.
3. Request utility as-builts (public water/sewer) and future planned upgrades from the local jurisdiction.

##### C. Property Owner Meetings

1. Consultant to attend and support property owner meetings (scheduled by Client). Consultant to bring exhibits based on GIS available data to facilitate conversation.
2. Consultant to prepare spreadsheet (Excel) with names and mailing addresses for right of entry for properties that are affected by the proposed alignment. It is assumed that ten parcels will be affected by his project. It is assumed that the City of Concord Project Manager will handle the coordination directly with the property owners to obtain 'right of entry' as needed to complete the initial design.

#### D. Site Walk

1. Consultant will coordinate with the Client to perform a field walk to review the preliminary alignment discussed by the Client. Consultant will bring up to three (3) personnel and anticipates the field walk to last up to half a day. Field adjustments made to the alignment by the group will be marked in the field using handheld GPS tool and translated to CAD following the meeting. Consultant will use this information to create the initial alignment.

#### E. Conceptual Alignment Alternative Analysis

1. Utilizing the base map and coordinated program information, begin to develop three (3) alternative analysis alignment options from Cox Mill High School to the future trailhead parcel (owned by City of Concord). This will include an exhibit (24x36 colored plans) with the preliminary alignment of the greenway, neighborhood connections, and parking lots/trailheads. This task does not include any detailed greenway profile design or grading. Visible utilities will be sketched into the plan based on aerial photography. GPS data (DWG shapefiles) will be included and labeled of the wetland/jurisdictional limits. Consultant to present to Client three (3) option(s) for review and coordination.
2. Coordinate with Environmental Engineering and Flood Study Engineer (sub-consultant) for environmental constraints (wetlands, jurisdictional streams, flood elevations (No-Rise vs CLOMR-LOMR option)) to design the alternative analysis options (three (3) total) for the alignment.
3. Coordinate with Impact Design (sub-consultant) to develop options for an 'at-grade' signalized crossing over Poplar Tent Road.
4. Coordinate with Barry Lambert Engineering (sub-consultant) for potential greenway pedestrian bridge crossing locations (assumes one bridge).
5. Generate a concept level opinion of probable construction costs (OPCC) which will be integrated into the overall preliminary cost estimate for the project.

#### F. Conceptual Easement Evaluation

1. Consultant to identify parcels that will require easements for the greenway project (temporary and permanent) based on known data.

#### G. Review & Initial Agency Coordination

1. Coordinate with the Client and NCDOT to verify assumptions to move forward with design as outlined in this contract.
2. Once the three alternatives are developed, Consultant to coordinate and review site plan with NCDOT and summarize feedback. Attend up to (2) two meetings with the Client and NCDOT to discuss the existing bridge crossing options, 'at-grade- signal crossings, as well as plans for Poplar Tent Bridge replacement.
3. Consultant to coordinate with the local utility department (water/sewer) to discuss allowable options for the greenway alignment within the public utility easements.

#### H. Technical Report

Consultant to review the technical aspects and feasibility of the three (3) alternative options, to include:

1. Concept level opinion of probable construction costs (OPCC) which will be integrated into the overall preliminary cost estimate for the project.
2. Overall permitting strategy (environmental, flood study (CLOMR/LOMR), structural, traffic signal, NCDOT, etc.) including project constraints.
3. Potential project site opportunities (landscape enhancements, overlooks, plaza, etc.)

#### DELIVERABLES

1. Provide up to three (3) illustrative concept plans to depict the design intent and alternatives (24x36 colored plan). Includes:

- a. Preliminary alignment of the greenway.
- b. Potential residential connections.
- c. Typical cross sections and material types (asphalt, concrete on-grade, boardwalk, prefabricated bridge, etc).

**Note: This task does not include any detailed greenway profile design or grading, other than at bridge & boardwalk areas.**

2. Provide a technical report (8.5x11") including concept illustrations and items outlined in Task 1H above.

#### EXCLUSIONS

1. Illustrative perspectives.
2. Profile plan elevations.
3. Survey.
4. Geotechnical engineering.
5. Easement maps.
6. Community meeting.
7. Permitting fees.

## II. PRELIMINARY DESIGN - SELECTED ALTERNATIVE

## PHASE 200

Once the final alternative is approved by the Client, the Consultant will proceed with preliminary design of the selected alternative. This scope shall include:

- A. Preliminary Greenway Design (30% Design)
  1. Obtain survey (provided by Client) for the selected alternative alignment (assumed 100' wide corridor off centerline of selected alternative) and boundary information.
  2. Utilizing the horizontal alignment of the selected alternative proceed with vertical design of the greenway.
  3. Utilizing the preferred cross section, Consultant to design a grading corridor (Civil 3D) to confirm limits of grading. Locate any potential grading constraints. Prepare preliminary grading plan. Consultant to determine the limits of the permanent greenway easement.
  4. Complete initial stormwater plan. Identify culverts, swale bridge, boardwalk.
  5. Complete initial stormwater calculations (culverts, channel, rip-rap sizing).
  6. Locate construction entrances on plan. Prepare overall erosion control/construction access plan. Consultant to locate where temporary construction easements may be required for site access. Note: Detailed erosion control plans will be completed at a later milestone.
  7. Prepare site layout and material plan (asphalt, concrete, swale bridges, etc.) Locate potential project feature opportunities (landscape enhancements, overlooks, plaza, etc.)
  8. Prepare greenway site plans and preliminary details (asphalt/concrete section, swale bridges, boardwalk, pedestrian bridges, etc.)
  9. Confirm vertical crossing requirements with any existing utilities (water/sewer) and required separation.

**Note: Vertical soft digs will likely be required to confirm exact utility depth, size, material information. It is assumed that this will be handled after the 30% selected alternative design milestone.**
  10. Coordinate with structural engineer for preliminary pedestrian bridge preliminary design.
  11. Coordinate with traffic signal engineer for 'at-grade' crossing options.
  12. Coordinate with environmental/wetland engineer to minimize work within any jurisdictional stream and/or wetland.

B. 30% Agency Coordination

1. Consultant to coordinate and review 30% design with NCDOT and summarize feedback. Up to one (1) meeting with the Consultant, Client and NCDOT to discuss the existing bridge crossing options, 'at-grade- signal crossings, as well as plans for Poplar Tent Bridge replacement.
2. Consultant to coordinate with the local utility department (water/sewer) to discuss allowable options for the greenway alignment within the public utility easements. Up to one (1) meeting with the local utility department.

C. 30% Easement Evaluation

1. Consultant to identify potential easement required for the greenway construction (temporary and permanent) for-all parcels along the preferred alignment.
2. Consultant to provide CAD linework to the Client to prepare initial easement exhibits. Note: It is assumed that the easement exhibits will be prepared by the Client.
3. Includes up to one (1) meeting (Client to schedule) with all affected property owners, if needed.

D. Updated Technical Report

Consultant will update the illustrative plan, technical aspects, and feasibility of the 30% selected design alignment, to include:

1. Concept level opinion of probable construction costs (OPCC) which will be integrated into the overall preliminary cost estimate for the project.
2. Overall permitting strategy (environmental, flood study (CLOMR/LOMR), structural, traffic signal, NCDOT, etc.) including project constraints.
3. Overall easement/land acquisition needs summary.
4. Summary of funding options/strategies (including grant programs and partnerships).

**DELIVERABLES**

1. Provide 30% plan sheets of the selected alternative analysis on 24x36 colored plans including:
  - a. Overall Construction Access Strategy/Erosion Control Exhibit
  - b. Greenway Plan & Profile (40 scale) including horizontal alignment, vertical profiles, proposed grading, potential wall locations, stormwater channels/culverts, limits of disturbance, easements (temporary and permanent), planting limits (seeding, trees, etc.), 'at-grade' pedestrian crossing types (i.e. RRFB, HAWK) and locations over Poplar Tent Road (if needed).
  - c. Greenway Site Detail Plans (asphalt/concrete section, swale bridges, boardwalk, pedestrian bridges, etc.)
2. Easement Table (Excel format) showing area of easement needed and parcel PINs.
3. 30% Supplemental Engineering Calculations (Stormwater, sight distance, etc.)
4. Updated technical report (8.5x11) summarizing items stated in section IID above.

**EXCLUSIONS**

1. Perspective plans.
2. Colored renderings.
3. Geotechnical engineering.
4. Easement maps.
5. Planting plan. **Note: 30% Planting will be shown on the Plan & Profile Sheets.**
6. Permitting fees.

### III. PRELIMINARY FLOOD MODELING BY STEPHEN SANDS ENGINEERING, PLLC

PHASE 900

#### A. Conceptual Design and Alternative Analysis

Support the project team during the conceptual design process. Effort includes meeting attendance (initial project review meeting and subsequent meeting with NCDOT), limited HECRAS modeling, and drafting the floodplain impacts sections of the technical report.

#### B. Preliminary Design – Selected Alternative

Flood study (CLOMR/LOMR) Analysis.

Duplicative Effective Model: The existing digital HECRAS models available from the North Carolina Floodplain Mapping program will be downloaded and executed to ensure the results match published floodplain and floodway elevations and widths. Upon validation, the digital HECRAS models are called the Duplicative Effective Model (DEM).

Corrected Effective Model: The DEM is updated using field survey. Furthermore, hydraulic modeling parameters such as manning's n values, ineffective flow areas, culvert/bridge entrance/exit loss coefficients, etc. are revised based on observations. The revised digital HECRAS models are called the Corrective Effective Model (CEM).

Pre-Project Model: The CEM is updated with impacts associated with any man-made features since the development of the DEM and CEM. The revised digital HECRAS models are called the Pre-Project Model (PrePM).

The PrePM model is updated with ranges of conceptual dimensions/elevations for all conceptual greenway improvements being considered such as boardwalks, greenway trails, fill, etc. that could impact floodplain and floodway elevations and widths. Greenway improvements within the hydraulic opening of the Poplar Tent Road bridge are not anticipated because of the existing bridge height is less than the height needed for pedestrian access. Therefore, the impacts near Poplar Tent Road are expected to be fill/boardwalks to raise the trail elevation to the roadway elevation. The potential impacts are modeled so that relative floodplain and floodway impacts are quantified for each feature and for all features combined (i.e. 0.1-foot flood elevation increase for 50 feet of boardwalk, 0.25-foot flood elevation increase for 200 feet of boardwalk, etc.) Proposed floodplain impact mitigation features (floodbench, reduced overbank elevation, vegetation removal, etc.) are also modeled individually and combined based on ranges of conceptual dimensions and elevations. The mitigation features are also quantified for each, and all features combined (0.1-foot flood elevation decrease for 10-foot wide floodbench, 0.25-foot flood elevation decrease for 20-foot wide floodbench, etc.) The results of the impacts and mitigation modeling efforts provides the tool for the design team balance greenway improvements with mitigation approaches. Detailed modeling based that balance impacts/mitigation and uses detailed design dimensions is completed in a later project phase.

Approximately twenty HECRAS models associated with different greenway features and dimensions (lengths, elevations, widths, etc.) are anticipated and approximately twenty HECRAS models associated with different mitigation approaches are anticipated.

### IV. STRUCTURAL BY BARRY LAMBERT ENGINEERING, PC

PHASE 901

- A. We understand that Consultant is working on a greenway project in Concord, North Carolina. This project will likely require structural engineering services for a pedestrian bridge. The project is in the very early stages. This proposal is to provide structural engineering services for the Conceptual Design Phase, the Preliminary Design Phase and the 30% Design Phase. We anticipate that our Scope of Services will include coordination for potential greenway pedestrian bridge locations. Consultation for the preliminary design of the pedestrian bridge is included. The 30% design effort will include conceptual design options for the bridge. Structure locations, and recommendation for type of structure are included. Preliminary cost estimates are also included. Time for one site walk to aid in determining available options for the pedestrian bridge crossing is included. To further the effort for the 30% design, we propose to provide preliminary recommendations of structure

type, feasibility, and cost estimate assistance. This Scope of Services does not include the actual structural design for this structure. We will assist Consultant in the Technical Report with structural recommendations and the cost estimate.

- B. As stated earlier, this Scope of Services is for consulting during the conceptual, preliminary, and 30% design phases. There are no structural drawings included in this proposal.

**V. TRAFFIC SIGNAL BY IMPACT DESIGNS**

**PHASE 902**

**A. Traffic Impact Study (TIS)**

1. Data Collection: Weekday 13-hour count (7AM-7PM) turning movement counts will be conducted at Poplar Tent Road and Cox Mill Road. This will give us accurate traffic movements at the intersection which will aid in our selection of the safest route across Poplar Tent Road for pedestrians.
2. Initial Design Mastermind: Impact will work alongside Consultant to determine the best at grade crossing along Poplar Tent Road.
3. Preliminary Cost Analysis: Impact will prepare potential cost estimates for the different crossing locations.
4. Memo Report: Impact will coordinate with Consultant in preparation of the feasibility and technical report for the possible crossing options.
5. Meetings: Two (2) meetings with NCDOT and City staff are assumed for this scope.

**B. Signal Design**

1. Prepare a letter to the NCDOT requesting a traffic signal agreement between the City and NCDOT for one (1) traffic signal design for crossing Poplar Tent Road. The letter will describe in general terms the scope of the traffic signal improvements and party responsibilities that are anticipated at the intersection.
2. We will utilize CADD files provided by others for the base plan. Surveys are not included in this scope of work.
3. An on-site field review of the intersection with the base plan in hand will be made to locate possible conflicts and obtain notes of existing field conditions.
4. Traffic signal design plans will be prepared in accordance with the latest NCDOT standards and specifications.
5. We will coordinate with the NCDOT to determine special requirements of the traffic signal, if necessary.
6. Drawings will include intersection layout, loop detector chart and layout, signal head identification and location, phasing diagram, signal head sequence chart, timing information, electrical details and stop bar location detail.
7. We will submit copies of the plans to the NCDOT for review and comment.
8. Based on review comments, we will make the necessary corrections to the plans and prepare final plans for distribution.
9. Neither construction inspection nor administration is included in the base fee of this proposal. In the event of field conflicts due to the plan prepared by us, we will coordinate with the contractor on-site to work out the details.
10. This fee proposal does not include the preparation of "as-built" drawings of the intersection after completion of the project. It is normal practice for the selected signal contractor to 'red-line' any minor changes to the signal plans and forward to NCDOT as a Plan of Record. We will gladly provide these services, if requested, to be invoiced on an hourly fee basis.

**C. Additional Traffic Engineering Services**

1. Additional traffic engineering services are defined as any work item not specifically included in the above scope of services that are requested by the client or review agencies and will be billable at the rates that are current at the time the extra work is

identified. Additional services must be approved in writing by Client before Impact will perform such additional services and can include attendance at meeting, response to comments, or any additional traffic engineering services not specifically included above.

**VI. ENVIRONMENTAL SERVICES + PERMITTING BY ATLAS ENVIRONMENTAL PHASE 903**

- A. Resource Maps, Detailed Waters of the US Delineation, Report, and Aquatic Resource Map (we will traverse the property and identify any areas that meet the criteria of streams, wetlands, and open waters; we will hang flags along all streams and around the perimeter of all wetlands and open waters; we will GPS our flags; we will create a CAD map of the delineation to be used during planning and permitting; a survey of our flags may not be necessary for Corps/NC DWR permitting).
- B. Jurisdictional Determination or Delineation Concurrence Request Submittal to Corps (US Army Corps of Engineers) and Additional Information Requests for Approval (regulatory agency approval of our delineation which is valid for five years for an approved JD and unlimited for a preliminary JD).
- C. Army Corps Correspondence for Delineation Approval and Site Visit.
- D. NC DWR Correspondence for Delineation Approval and Site Visit.
- E. Corps and NC DWR Permit Applications for < 0.05 acre of Stream Impacts, < 0.5 acre of Wetland Impacts, and/or < 0.5 acre of Open Water Impacts (we will compile and submit a Nationwide Permit and Individual Certification if necessary for DWR application package for stream, wetland, and/or open water impacts that are necessary for site development including an avoidance and minimization analysis; these fees include any additional information packages that are necessary for permit approval).
- F. Mitigation Plan Submittal and Correspondence to/with Corps and NC Division of Mitigation Services.
- G. Federal T&E Species Desktop Review, Fieldwork, and US FWS Review Request Package for Permit Application.
- H. NC State Historic Resources Desktop Review, Fieldwork, and SHPO Review Request Package for Permit Application

**EXHIBIT B**

**FEES**

**COMPENSATION SUMMARY**

<u>DESCRIPTION</u>	<u>PHASE (S)</u>	<u>FEE</u>
Conceptual Design and Alternative Analysis	100	\$75,000
Preliminary Design – Selected Alternative	200	\$56,000
Preliminary Flood Modeling <i>by Stephen Sands Engineering, PLLC</i>	900	\$16,915
Structural <i>by Barry Lambert Engineering, PLLC</i>	901	\$9,280
Traffic Signal Design <i>by Impact Design, Inc</i>	902	\$23,000
Environmental Services + Permitting <i>by Atlas Environmental</i>	903	\$21,050
Expenses (Not to Exceed)	EXP	\$3,000
<b>Contract Total:</b>		<b>\$204,245</b>

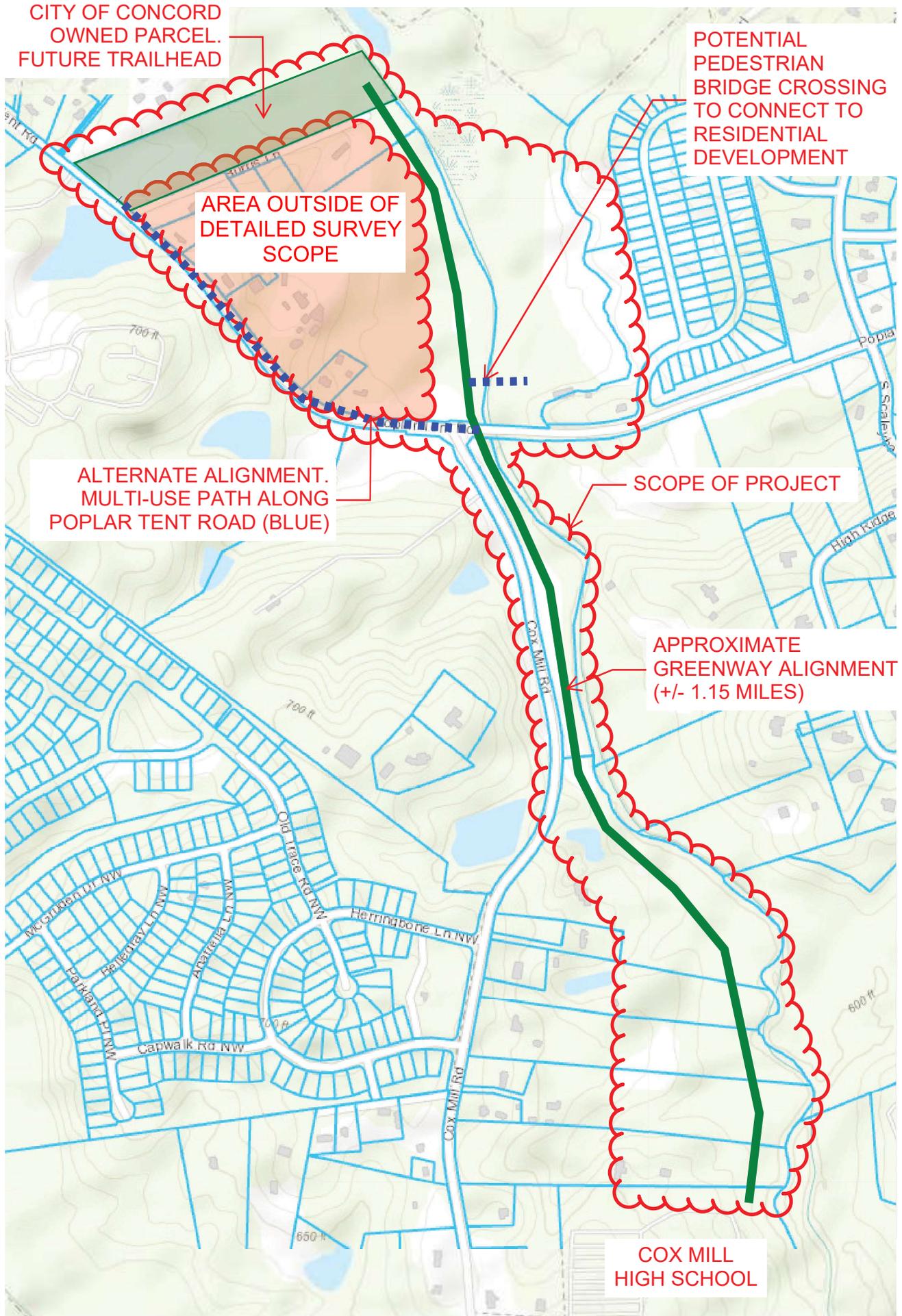
**HOURLY RATES**

Partner	\$200.00 - \$320.00/Hour	Construction Administration Manager	\$100.00 - \$150.00/Hour
Principal	\$190.00 - \$290.00/Hour	Survey Manager	\$130.00 - \$220.00/Hour
Director	\$150.00 - \$280.00/Hour	Professional Surveyor	\$120.00 - \$210.00/Hour
Studio Leader	\$130.00 - \$260.00/Hour	Field Survey Party	\$180.00 - \$240.00/Hour
Senior Designer	\$120.00 - \$220.00/Hour	Survey CAD Technician	\$ 80.00 - \$200.00/Hour
Designer	\$ 80.00 - \$200.00/Hour	Project Assistant	\$ 60.00 - \$ 90.00/Hour

All billing rates are subject to periodic adjustments at the discretion of Consultant.

**REIMBURSABLE EXPENSES**

Expenses incurred by Consultant solely in the interest of the project shall be reimbursable and billed at our direct costs. Reimbursable expenses shall include but not be limited to all shipping and mailing costs, courier services, travel, long distance telephone and facsimile transmittals, supplies, printing, and photographic reproductions.



Safeware, Inc.  
 510 Eastpark Court  
 Suite # 120  
 Sandston, VA 23150  
 804-236-0579  
 www.safewareinc.com

Order Number	
10109527	
Order Date	Page
02/16/2024 08:59:01	1 of 2

Quote Expires On: 03/17/2024

**Contract No:** OMNIA Contract #4400008468

**Bill To:**            **Customer ID:**    142292  
 Concord Police Department  
 Concord, NC 28025

**Ship To:**  
 Concord Police Department  
 Concord, NC 28025

704-920-5000

Requested By: Major Keith Eury

<b>PO Number</b>	<b>Taker</b>	<b>Email</b>
Flir	Angela Perkins	aperkins@safewareinc.com
<b>Freight Terms</b>	<b>Phone</b>	<b>Fax</b>
Freight Paid	804-236-0579	804-800-4490
<b>Sales Representative</b>		
Scott Trotman		

Quantities					Item ID Item Description	Pricing UOM Unit Size	Unit Price	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.				
1.00	0.00	1.00	EA		STROTMAN	EA	0.00	0.00
				1.0	For questions regarding this proposal please contact: Scott Trotman Senior Sales Account Manager Cell: 864-909-7820 Email: strotman@safewareinc.com	1.0		
2.00	0.00	2.00	EA		FLIR 4231310-201	EA	235,955.42	471,910.84
				1.0	SkyWatch Advanced Bundle Pkg (Diesel) • SkyWatch Two Person (Diesel) Model	1.0		
2.00	0.00	2.00	EA		FLIR 7006662ELK	EA	10,969.74	21,939.48
				1.0	FLIR SkyWatch Basic Wireless System Connects to IPAD,Smartphone & Laptops allowing live streaming of video along w/remote camera control.Offered following carriers only:AT&T,Verizon,& T-Mobile.(Note:stand alone system subject to change should other parts/additional integration be necessary)	1.0		
2.00	0.00	2.00	EA		FLIR IS-SWSILVERTE	EA	5,350.00	10,700.00
				1.0	SkyWatch Silver Service Plan 1 Service Maintenance Visit by a FLIR Techniciar within a year	1.0		

Safeware, Inc.  
 510 Eastpark Court  
 Suite # 120  
 Sandston, VA 23150  
 804-236-0579  
 www.safewareinc.com

Order Number	
10109527	
Order Date	Page
02/16/2024 08:59:01	2 of 2

Quote Expires On: 03/17/2024

**Contract No:** OMNIA Contract #4400008468

<i>Quantities</i>					<i>Item ID</i>	<i>Pricing</i>		<i>Unit</i>	<i>Extended</i>
<i>Ordered</i>	<i>Allocated</i>	<i>Remaining</i>	<i>UOM</i>	<i>Unit Size</i>	<i>Item Description</i>	<i>UOM</i>		<i>Price</i>	<i>Price</i>
				<i>Disp.</i>		<i>Unit Size</i>			
1.00	0.00	1.00	EA		FLIR IS-SWTRAININGTE	EA		4,550.00	4,550.00
				1.0	SkyWatch Training		1.0		
					Includes				
					• SkyWatch operational capabilities				
					• Best practices for maintaining and servicing units				
					• Component operational training for any purchased options i.e. cameras, wireless, etc				
					• Manuals and other support information				
1.00	0.00	1.00	EA		OMNIA	EA		0.00	0.00
				1.0	OMNIA Contract #4400008468		1.0		
					Lead Agency: Fairfax County, VA				
					Public Safety and Emergency Preparedness				
					Standard freight within continental US is paid, all HAZMAT or expedited freight will be billed.				
					*Register with OMNIA at				
					www.omniapartners.com/publicsector				

Total Lines: 6

**SUB-TOTAL:** 509,100.32

**TAX:** 35,318.52

**AMOUNT DUE:** 544,418.84

*Actual freight added per freight terms*

## Debra Navey

---

**From:** Ryan LeClear  
**Sent:** Tuesday, March 26, 2024 3:48 PM  
**To:** Debra Navey; Keith Eury  
**Subject:** RE: A Integrated Services Lead has been Reassigned to You! - euryk@concordnc.gov  
**Attachments:** Qte10109527.pdf

Keith,

That is a valid contract# on the Omnia Partners Cooperative Purchasing Program recognized by NC as a Group Buying Program. The attached quotation referencing the contract# exempts us from bidding when the funding source is State or Local money.

In my opinion, you are free to proceed with the order using the attached quotation. Please be sure the contract name and number is referenced somewhere on the requisition.

Thank you Sir,  
Ryan

---

**From:** Debra Navey <naveyd@concordnc.gov>  
**Sent:** Tuesday, March 26, 2024 3:27 PM  
**To:** Keith Eury <euryk@concordnc.gov>; Ryan LeClear <leclearr@ConcordNC.gov>  
**Subject:** RE: A Integrated Services Lead has been Reassigned to You! - euryk@concordnc.gov

Yes Sir, State Money.

---

**From:** Keith Eury <[euryk@concordnc.gov](mailto:euryk@concordnc.gov)>  
**Sent:** Tuesday, March 26, 2024 3:19 PM  
**To:** Ryan LeClear <[leclearr@ConcordNC.gov](mailto:leclearr@ConcordNC.gov)>  
**Cc:** Debra Navey <[naveyd@concordnc.gov](mailto:naveyd@concordnc.gov)>  
**Subject:** RE: A Integrated Services Lead has been Reassigned to You! - [euryk@concordnc.gov](mailto:euryk@concordnc.gov)

State earmark money, correct Debra?

---

**From:** Ryan LeClear <[leclearr@ConcordNC.gov](mailto:leclearr@ConcordNC.gov)>  
**Sent:** Tuesday, March 26, 2024 3:09 PM  
**To:** Keith Eury <[euryk@concordnc.gov](mailto:euryk@concordnc.gov)>  
**Cc:** Debra Navey <[naveyd@concordnc.gov](mailto:naveyd@concordnc.gov)>  
**Subject:** RE: A Integrated Services Lead has been Reassigned to You! - [euryk@concordnc.gov](mailto:euryk@concordnc.gov)

Hi Keith,

If this is local or state money, it fulfills bidding requirements and is exempt from further bidding.

If it's Federal money, things change. Is this federal money?

Thanks,  
Ryan

---

**From:** Keith Eury <[euryk@concordnc.gov](mailto:euryk@concordnc.gov)>  
**Sent:** Tuesday, March 26, 2024 2:26 PM  
**To:** Ryan LeClear <[leclearr@ConcordNC.gov](mailto:leclearr@ConcordNC.gov)>  
**Cc:** Debra Navey <[naveyd@concordnc.gov](mailto:naveyd@concordnc.gov)>  
**Subject:** FW: A Integrated Services Lead has been Reassigned to You! - [euryk@concordnc.gov](mailto:euryk@concordnc.gov)

Ryan,

We are clear to proceed to with the purchase of these sky towers. Can you take a look at the attached quote and referenced contract to see if it meets the allowances for us to purchase them without bidding? I highlighted the Omnia Contract #. Thanks

Keith

---

**From:** Scott Trotman <[strotman@safewareinc.com](mailto:strotman@safewareinc.com)>  
**Sent:** Friday, February 16, 2024 10:14 AM  
**To:** Keith Eury <[euryk@concordnc.gov](mailto:euryk@concordnc.gov)>  
**Cc:** Angela Perkins <[aperkins@safewareinc.com](mailto:aperkins@safewareinc.com)>  
**Subject:** RE: A Integrated Services Lead has been Reassigned to You! - [euryk@concordnc.gov](mailto:euryk@concordnc.gov)

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

Here you go. This is including delivery as well.

Let me know if you need something taken out. **The contract info is at the bottom. OMNIA Contract #4400008468**

**Scott Trotman**  
*Veteran, USAF*  
*Senior Territory Manager*

---

Mobile: 864-909-7820  
Email: [strotman@safewareinc.com](mailto:strotman@safewareinc.com)



Web: [www.safewareinc.com](http://www.safewareinc.com)

---

**From:** Keith Eury <[euryk@concordnc.gov](mailto:euryk@concordnc.gov)>  
**Sent:** Friday, February 16, 2024 9:41 AM  
**To:** Scott Trotman <[strotman@safewareinc.com](mailto:strotman@safewareinc.com)>  
**Subject:** RE: A Integrated Services Lead has been Reassigned to You! - [euryk@concordnc.gov](mailto:euryk@concordnc.gov)

Good Morning,

Not rushing, just checking to see if you will be able to submit the contract pricing this morning? I was waiting to see the difference before I submit to my grant's specialist. Thanks

Keith

Major Keith Eury  
Concord Police Department  
Administration Bureau  
[euryk@concordnc.gov](mailto:euryk@concordnc.gov)  
704-920-5015



---

**From:** Keith Eury

**Sent:** Thursday, February 15, 2024 4:15 PM

**To:** [strotman@safewareinc.com](mailto:strotman@safewareinc.com)

**Subject:** FW: A Integrated Services Lead has been Reassigned to You! - [euryk@concordnc.gov](mailto:euryk@concordnc.gov)

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8<sup>th</sup> day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, 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	
100-4603200	Police Grants	\$310,303	\$1,380,068	\$1,069,765
<b>Total</b>				<b>\$1,069,765</b>

Account	Title	Expenses/Expenditures		(Decrease) Increase
		Current Budget	Amended Budget	
4310-5800429	Grant Expenditures	\$22,049.95	\$1,091,814.95	\$1,069,765
<b>Total</b>				<b>\$1,069,765</b>

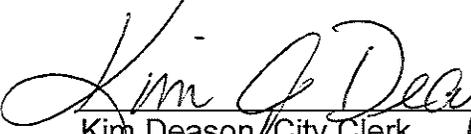
Reason: To appropriate the FY24 North Carolina General Assembly House Bill 259 Grant award.

Adopted this 11th day of January 2024.

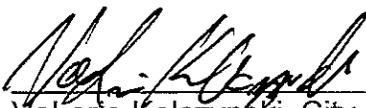
CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

ATTEST:

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



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

# Proposal for IBIS® Systems

**Submitted to the: Concord Police Department**

41 Cabarrus Ave W  
Concord NC, 28026

**Attention:**

Sergeant Jeremy Julian

**By: Forensic Technology Inc., a LeadsOnline Company**

7975 114th Ave. North, Suite 2500  
Largo, FL 33773-5028

Date: April 5, 2024

Reference No.: S-10680, Rev. 01

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**Annex**

- Sole Source Letter

# 1 Executive Summary

**Forensic Technology Inc., a LeadsOnline Company** and an authorized reseller of Projectina AG, (hereinafter referred to as **Forensic Technology**) is pleased to provide the **Concord Police Department** (hereinafter referred to as the **Customer**) with this proposal for options of our latest generation of Integrated Ballistic Identification System (**IBIS®**) and Projectina PAG800 Stereo Zoom Microscope.

## 1.1 Solution Overview

**Forensic Technology** offers the world's leading solution for automated ballistic identification. IBIS solutions provide timely actionable intelligence for the investigation of firearm-related crimes, which has contributed to the arrest of thousands of criminals. IBIS is the search engine that helps law enforcement agencies quickly find links between firearm-related incidents. IBIS uses specialized 3D microscopy to capture the unique markings left by firearms on fired bullets and cartridge cases. The powerful IBIS correlation algorithms reveal the most likely matches in IBIS networks representing millions of bullets and cartridge cases. High-definition 3D viewing makes it easy to review the top search results, ranked by similarity, using virtual microscopy to visually compare the surface details. A match found in IBIS is often sufficiently apparent to provide an investigative lead, without having access to the physical evidence. IBIS makes it possible for agencies to collaborate seamlessly, whether it be regionally, nationally or internationally.

Each IBIS solution package features the latest generation of IBIS technology and includes exceptional 3D imaging, the best comparison algorithms for ballistic evidence in large databases, and a reliable and secure data management infrastructure.

Description
<b>NIBIN Cartridge Cases Acquisition, Analysis &amp; Triage Package</b> , comprising: <ul style="list-style-type: none"><li>- One (1) BRASSTRAX™ Acquisition Station</li><li>- One (1) MATCHPOINT™ Analysis Station for Cartridge Cases</li><li>- One (1) PAG800 Stereo Zoom Microscope</li></ul>

## 1.2 Forensic Technology, IBIS and NIBIN

Because criminals move from jurisdiction to jurisdiction, IBIS has been designed to automatically share ballistic evidence across local, regional and national networks. Today, IBIS is the backbone of the National Integrated Ballistic Information Network (NIBIN) providing a valuable database of ballistic intelligence that can help link firearm crimes nationwide.

Established by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), NIBIN links crimes more quickly, generates investigative leads that would otherwise not have been detected, shares intelligence across jurisdictional boundaries, and gives prosecutors admissible evidence to corroborate witness testimony. NIBIN is the only national network that allows for the capture and comparison of ballistic evidence to aid in solving and preventing violent crimes involving firearms. It is a resource that is vital to any violent crime reduction strategy, providing investigators with the ability to compare their ballistics evidence against evidence from other crimes outside of their jurisdiction.

### 1.3 Your Contact at Forensic Technology

Should you have any questions about this proposal, please do not hesitate to contact **Ms. Stacey Perkins** in Rotonda, Florida at telephone number +1 941 830 9261 or via e-mail at [Stacey.Perkins@ultra-ft.com](mailto:Stacey.Perkins@ultra-ft.com).

## 2 Pricing and Standard Terms

This section details our prices and standard terms.

### 2.1 Option 1

Description	Total Price (USD)
<b>NIBIN Cartridge Cases Acquisition, Analysis &amp; Triage Package</b> , comprising: <ul style="list-style-type: none"> <li>- One (1) BRASSTRAX Acquisition Station</li> <li>- One (1) MATCHPOINT Analysis Station for Cartridge Cases</li> <li>- One (1) PAG800 Stereo Zoom Microscope</li> <li>- One (1) Cartridge Case Training Kit</li> <li>- One (1) color printer</li> <li>- One-year SafeGuard Warranty</li> <li>- Shipping and handling charges DDP Customer Premises (Incoterms® 2020), unloaded</li> <li>- Installation and commissioning, and on-site training</li> </ul>	\$208,120
<b>Sub-Total equipment</b>	<b>\$208,120</b>
<b>Five (5) years</b> additional SafeGuard Warranty following the one-year initial warranty	\$107,260
<b>Subtotal Equipment and Additional Warranty</b>	<b>\$315,380</b>
<b>Sales Tax (7.0%)</b>	<b>\$22,076.60</b>
<b>TOTAL PRICE (US Dollars) SEE NOTE 1</b>	<b>\$337,456.60</b>

### 2.2 Option 2

Description	Total Price (USD)
<b>NIBIN Cartridge Cases Acquisition, Analysis &amp; Triage Package</b> , comprising: <ul style="list-style-type: none"> <li>- One (1) BRASSTRAX Acquisition Station</li> <li>- One (1) MATCHPOINT Analysis Station for Cartridge Cases</li> <li>- One (1) PAG800 Stereo Zoom Microscope</li> <li>- One (1) Cartridge Case Training Kit</li> <li>- One (1) color printer</li> <li>- One-year SafeGuard Warranty</li> <li>- Shipping and handling charges DDP Customer Premises (Incoterms® 2020), unloaded</li> <li>- Installation and commissioning, and on-site training</li> </ul>	\$208,120
<b>Sub-Total equipment</b>	<b>\$208,120</b>
<b>Six (6) years</b> additional SafeGuard Warranty following the one-year initial warranty	\$125,746
<b>Subtotal Equipment and Additional Warranty</b>	<b>\$333,866</b>
<b>Sales Tax (7.0%)</b>	<b>\$23,370.62</b>
<b>TOTAL PRICE (US Dollars) SEE NOTE 1</b>	<b>\$357,236.62</b>

## NOTES:

1. In response to the Customer's request to transition from the existing contract reference number S-09435 Rev. 3 for IBIS products under the ACCESS Subscription model to a purchase of equipment included in this offer, Forensic Technology agrees to the termination of the existing contract and cancellation of Purchase Order No. 138938 dated April 6, 2023 conditional upon: (1) Customer providing a new valid purchase order and (2) Forensic Technology receiving full payment for the purchased equipment and services. The Customer shall pay within 30 days after Forensic Technology invoices for the equipment and services offered herein.
2. By issuing a new purchase order for the acquisition of equipment and services offered herein, Forensic Technology agrees to void the existing unpaid invoice sent to the Customer from existing contract reference number S-09435 Rev. 3, and issue a new invoice for the purchase to be made by the Customer from this proposal.
3. It is assumed that no further equipment delivery will take place at the Customer site, as all the equipment included in this proposal has already been successfully delivered to the customer's location.
4. Prices for all optional SafeGuard Warranty items are based on purchase and payment at the same time as the equipment. If the Customer wishes to purchase extended warranty separately from the equipment, Forensic Technology reserves the right to revise the pricing.
5. Multi-year Safeguard Protection Plans yield substantial savings which are achieved as a result of loyalty discounts and the absence of annual indexation.
6. Pricing in this proposal includes security components as mandated by ATF.
7. Extended warranty is not applicable to the PAG800 Stereo Zoom Microscope. After the initial one-year warranty, labor and material charges for repairs to the PAG800 Stereo Zoom Microscope will be for the Customer's account.
8. Pricing includes State Sales Tax at 7.0%. In the event a different rate applies, the Customer should inform Forensic Technology. If the Customer is exempt from State Sales Tax, the Customer should provide Forensic Technology with a valid exemption certificate. In either scenario, Forensic Technology will revise its pricing accordingly.

## Standard Terms

### 2.3 Proposal/Offer Validity Period

In accordance with the current scope of the project and requirements, this proposal is designed to provide up to date information on our products and/or services and related prices. As such, all information contained within is valid as at the date of issuance of this proposal and is subject to change, without notice, after **April 30, 2024**.

### 2.4 Currency

All prices are quoted in **United States Dollars**.

### 2.5 Payment Terms

Forensic Technology will issue an invoice to the Customer upon receipt of a purchase order. The payment will be due 100% net thirty (30) days from the date of our invoice.

## 2.6 Delivery

Forensic Technology assumes that no further equipment delivery will take place at the Customer site, as all the equipment included in this proposal has already been successfully delivered to the customer's location as a part of the contractual obligations included in our proposal reference number S-09534 Rev.3 from March 14<sup>th</sup>, 2023.

The installation date at the Customer site will depend on availability of the equipment on-site as well as site readiness including the installation of all required communication lines. For NIBIN connectivity, installation by ATF of JUTNet communication lines is mandatory before the equipment installation be fully completed. Upon receipt and acceptance of the Customer's Purchase Order, Forensic Technology will notify ATF accordingly so that the JUTNet process may start. In parallel, the Customer should begin the necessary site preparation in conjunction with Forensic Technology. Delays related to installation of JUTNet communication lines can be up to several months; it is therefore encouraged to begin working with ATF as soon as possible to schedule installation.

## 2.7 Duties, Taxes and Fees

Apart from sales tax, the quoted price excludes withholding taxes (if applicable), as well as storage fees, which will be for the Customer's account.

## 2.8 Property Title and Risk of Loss

Title and risk of loss of the equipment shall pass to the Customer when the equipment arrives at the point of delivery, regardless of completion of on-site Test Procedure and other services required under the contract.

## 2.9 Warranties, Material and Workmanship

Forensic Technology warrants to the Customer that all products delivered shall be new and free from defects in material, workmanship, and title.

Initial delivery will consist of factory new parts. Replacement parts delivered during the warranty period may be refurbished products or parts.

Forensic Technology expressly warrants the products manufactured by it as meeting the applicable specifications.

Forensic Technology makes no other warranties either expressed or implied (including without limitation warranties as to merchantability or fitness for a particular purpose). The Customer retains responsibility for the application and functional adequacy of the purchased system.

The Customer or any other third party must not alter the system's configuration, either by installing hardware/software or modifying system parameters. Should any modifications be performed by any party other than Forensic Technology, Forensic Technology reserves the right to void the balance of the system's warranty.

## 2.10 Connection to NIBIN

This proposal assumes that the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) will grant the Customer access to the National Integrated Ballistic Information Network (NIBIN), a NIBIN-IBIS Data Concentrator and a NIBIN-IBIS Correlation Server. A Memorandum of Understanding (MOU) between the agencies must be in place in order for the installation to be fully completed.

## 2.11 Law and Jurisdiction

This proposal and any contract arising from this proposal is governed by the laws of the State where Customer is located (without regard to conflicts of law principles) for any dispute, between the parties or relating in any way to the subject matter of this proposal and any contract arising from this proposal. Any suit or legal proceeding must be exclusively brought in the federal or state courts for the County where Customer is located, and each party submits to this personal jurisdiction and venue. Nothing in this proposal and any contract arising from this proposal prevents either party from seeking injunctive relief in a court of competent jurisdiction.

## 2.12 Limitation of Liability

Except as may be prohibited by applicable local law, in no event shall Forensic Technology be liable for any special, incidental, indirect, or consequential damages whatsoever (including, without limitation, damages for loss of business profits, business interruption, loss of business information, or any other pecuniary loss) arising out of the use of or inability to use the system or the delivery or failure to deliver support services, even if Forensic Technology has been advised of the possibility of such damages. The Customer agrees to indemnify and hold Forensic Technology harmless in such events.

## 2.13 Termination for Convenience

Upon written notice from the Customer, should any contract resulting from this proposal be terminated for the convenience of the Customer, Forensic Technology shall be entitled to compensation from the Customer, as follows:

- If the termination notice is received prior to the equipment being packed at the factory, the Customer shall pay Forensic Technology 35% of the total value of the contract, as well as any costs incurred to put in place and cancel any bonds or other sureties required by the Customer.
- If the termination notice is received after the equipment is packed and/or shipped, but prior to installation at the Customer's site, the Customer shall pay Forensic Technology 75% of the value of the contract. In addition, the Customer will also reimburse Forensic Technology for the costs of crating and shipping the equipment to the Customer's site and back to Forensic Technology, as well as any costs incurred to put in place and cancel any bonds or other sureties required by the Customer.

The contract cannot be terminated once the equipment is installed at the Customer's site.

## 2.14 Force Majeure

Forensic Technology shall not be liable for any delay or failure to perform any of its obligations hereunder due to causes beyond its control and without its fault or negligence, whether foreseeable or not. Such causes shall be deemed to include, but not be limited to: acts of God or the public enemy; national emergencies, war, civil disturbances, insurrection or riot; strikes, lockouts, or any other industrial disputes; fire, explosion, flood, earthquake or other catastrophes; energy shortages; serious accident, epidemic or quarantine restriction; embargoes, allocations necessitated by material shortages, delays in deliveries by Forensic Technology's suppliers or subcontractors, or failure of transportation; or any law, order, regulation, direction or request of any government which have effect on this contract.

## 2.15 Software License Agreement

Use of the IBIS equipment is subject to a software license agreement, which resides on the machine. Users are required to accept the agreement prior to having access to the system. License fees for all software provided with the system are included in the initial purchase price and are included in any subsequent SafeGuard charges.

## 2.16 Availability Commitment

Forensic Technology commits to the supply of spare parts for a period of seven (7) years from installation of the equipment. If a defective component cannot be replaced due to discontinuation by its manufacturer, Forensic Technology will make the utmost effort to propose an alternate solution.

## 2.17 Privacy of Personal Data

When dealing with personal data, as it is defined in the General Data Protection Regulation (GDPR), Forensic Technology is committed to protecting the privacy of any such personal data it may hold, and will do so using appropriate security controls and procedures. Forensic Technology is also committed to ensuring compliance in all services and underlying processes where personal data is processed on behalf of partners and Customers.

Unless required by law to do so, Forensic Technology does not, and does not intend to, share with partners, other Customers or third parties, the personal data it may hold and collect through its many business operations. Forensic Technology uses personal data solely for contacting individuals in the course of normal business and in marketing activities. At any time, individuals may request that their contact information be removed from our database or they may opt out from receiving future marketing campaign emails.

For additional information, please refer to the following: [Data Privacy, Cookies & Modern Slavery Statement | Forensic Technology](#).

## 2.18 Anti-Bribery

It is Forensic Technology's policy to conduct all of our business in an honest and ethical manner. We take a zero-tolerance approach to bribery and corruption and are committed to:

- Acting professionally, fairly and with integrity in all our business dealings and relationships wherever we operate; and
- Implementing and enforcing effective systems to counter bribery.

We will uphold all laws relevant to countering bribery and corruption in all the jurisdictions in which we operate. Among other laws and regulations, we are bound by the laws of the UK, including the Bribery Act 2010, in respect of our conduct at all times and everywhere around the world.

As such, Forensic Technology will:

- not, whether directly or indirectly, authorize, offer, promise or give a financial or other advantage (including without limitation any money, contribution, gift, bribe, rebate, payoff, influence payment, kickback, loan, reward, advantage or anything of value, including any benefit of any kind):
  - to another person with the intention to induce a person to perform improperly a relevant function or activity (including any function of a public nature, any activity connected with

- business, any activity performed in the course of a person's employment or any activity performed by or on behalf of a body of persons (whether corporate or unincorporated));
- to another person with the intention to reward a person for the improper performance of such a function or activity;
  - to another person with the knowledge or belief that the acceptance of the advantage would itself constitute the improper performance of such a function or activity;
  - to a Public Official (or his representative), any political party or party official, any candidate for political office:
    - with the intention of influencing such official, party, or candidate in its or his official capacity to do or omit to do an act in violation of the lawful duty of such party, official, or candidate and with the intention of obtaining or retaining business, or to secure any improper advantage;
    - as consideration for an act or omission by the official in connection with the performance of the official's duties or functions; or to induce the official to use his or her position to influence any acts or decisions of the state or public international organization for which the official performs duties or functions; or
    - to influence such official in his capacity as such with the intention of obtaining or retaining business or an advantage in the conduct of business;
  - to another person, while knowing or suspecting that all or a portion of such financial or other advantage will be offered, given, or promised, directly or indirectly, under the circumstances listed in the items above.

For the purposes of this clause, 'Public Official' means (i) a person who holds a legislative, administrative or judicial position of a state; (ii) a person who performs public duties or functions for a state, including a person employed by a board, commission, corporation, public enterprise or other body or authority that is established to perform a duty or function on behalf of the state, or is performing such a duty or function; and (iii) an official or agent of a public international organization that is formed by two or more states, governments, or public international organizations.

### 3 Scope of Services

This section details the services included in this proposal.

#### 3.1 Site Survey

Forensic Technology requires that the Customer complete a Site Survey ahead of equipment shipment. The purpose of this survey is to verify that the site selected by the Customer for the installation of the system complies with the site requirements described in the IBIS Facility Requirements Overview.

Elements to be verified include, but are not limited to:

- Floor plan with dimensions of the proposed location (Forensic Technology may require photographs to be submitted)
- Confirmation of network and electrical systems
- Description of environmental factors, for example: temperature, humidity, dust free environment, and exposure to direct sunlight

The assigned Project Manager will provide the Customer with the Facility Requirements and will be available to answer questions that arise.

If the Customer finds that the results of the Site Survey are unsatisfactory, Forensic Technology will outline recommendations to ensure the site is ready to receive the system.

**NOTE: If, at installation time, one or more sites do not fully meet facility requirements, and the technician must return on-site or extend their visit to complete the installation, all additional expenses (labor, travel, living, etc.) incurred by Forensic Technology will be for the Customer's account.**

#### 3.2 Equipment Transport and Delivery

At contract award or shortly thereafter, the Customer will be asked for information in order to accelerate and optimize the delivery process, as follows:

- Detailed consignee information (contact names, addresses and coordinates)
- Information on customs clearance and importation (process, preferred customs agent if any)
- Documentation requirements
- Any other pertinent information

After successful factory tests, the system will be disassembled, packed and delivered to the Customer for installation by Forensic Technology qualified personnel.

The Customer will be responsible for supplying suitable off-loading facilities, forklift, dolly, and other moving equipment.

#### 3.3 Installation

The installation of the proposed system at the Customer-prepared site will be concluded as follows:

Description	Duration
NIBIN Cartridge Cases Acquisition, Triage & Analysis Package	Within one (1) working day

**NOTE:** This proposal assumes the Customer will provide one (1) able-bodied person to assist the Forensic Technology field technician with equipment lifting during the installation. The Customer must assign and provide the person's name to Forensic Technology prior to the planned installation date. The Customer will be responsible for ensuring this person has adequate bodily injury insurance coverage. If the Customer cannot provide this person, Forensic Technology will be required to send two (2) field technicians and charge the cost to the Customer.

### 3.4 On-Site Acceptance

Following the installation of the system at the Customer site, Forensic Technology will execute a Test Procedure. Upon the successful completion of this on-site Test Procedure, the system shall be deemed accepted and the Customer's authorized personnel shall be required to sign the *Certificate of Conformance and Final Customer Acceptance* form. The warranty commences upon the successful completion of the on-site Test Procedure. Acceptance on-site is not to be construed as transfer of title of ownership to the Customer.

### 3.5 Training Program

The proposed solution includes a comprehensive multi-step training program to be delivered in English online and at the Customer site. **If the trainees are not already ATF-certified NIBIN users, they will have to meet ATF certification requirements in order to be granted access to NIBIN by ATF.**

#### 3.5.1 Online Introductory Training

Upon confirmation from the Customer of the names and titles of trainees, Forensic Technology will provide online training credentials. These credentials will allow the trainees to access introductory online courses.

These courses are introductory level, designed for trainees who are not yet familiar with IBIS technology.

#### 3.5.2 On-Site Basic User Training

Forensic Technology will provide on-site basic user training for a maximum of two (2) trainees. Duration and content will vary based on the equipment purchased and will be confirmed at a later date.

#### **NOTES:**

- 1. Trainees can be exempt from the triage training course under the following conditions:**
  - The trainee is a Firearms Examiner, or
  - The trainee is an experienced IBIS technician familiar with performing triage, or
  - The Customer will provide its own triage training prior to the BRASSTRAX training.
- 2. All users must complete the MATCHPOINT Correlation Review Training before performing correlation reviews. This training will take place thirty (30) days after the successful completion of the BRASSTRAX Acquisition and Triage Training (see Note 3).**
- 3. The Customer has the option to receive the MATCHPOINT Correlation Review Training directly from ATF via the ATC NNCTC located in Huntsville, AL. If the Customer chooses this option, the Customer will be responsible for coordinating training directly with ATF. For more information please contact: NIBIN-Training@ATF.gov**
- 4. Please see the attached brochure for additional details on training programs.**

### 3.5.3 Training – Manufacturer’s Recommendation

In order to maximize the Customer’s investment in the IBIS technology, Forensic Technology strongly recommends that all system operators be trained by a Forensic Technology or NIBIN Authorized Trainer (NAT) prior to use. This will ensure that the installed technology achieves the expected results and meets its intended purpose. Completing system training with a certified trainer also facilitates receipt of support and assistance from Forensic Technology’s Global Customer Solutions team.

### 3.6 SafeGuard Warranty

The proposed IBIS equipment includes a one-year SafeGuard Warranty covering parts, labor and software upgrades that commences upon the successful completion of the On-Site Acceptance, or three (3) months from the date of shipment, whichever occurs first.

All IBIS systems deployed on NIBIN must meet the U.S. Department of Justice (DOJ) security requirements. Forensic Technology’s SafeGuard Warranty includes key services that ensure all IBIS systems continue to be compliant with the DOJ requirements.

#### NOTES:

- 1. If the on-site Test Procedure takes place more than three (3) months from the date of shipment due to delays in the installation of JUTNet communication lines, the start of the warranty will be postponed accordingly.**
- 2. Please see the attached brochure for additional details on SafeGuard.**

## 4 IBIS Facility Requirements Overview

This section provides an overview of the IBIS facility requirements. Forensic Technology will provide the Customer with the formal facility requirements documentation prior to the start of the project.

### 4.1 Storage Requirements

In the event that the system(s) will be kept in Customer-provided storage prior to installation, the storage facility will need to have, at all times, a temperature between 0 and 50 degrees Celsius (32- and 122- degrees Fahrenheit) with a relative humidity between 50% and 70%.

#### 4.1.1 Crate Dimensions

The equipment is delivered in wooden crates and the dimensions are as follows:

Equipment	Dimensions (W x L x H) (in) / Weight (lb)	
	Crate 1	Crate 2
NIBIN Cartridge Cases Acquisition, Triage & Analysis Package	31 X 24 X 40	35 X 73 X 40
	245 lb	400 lb

### 4.2 Environment

**Air conditioning is mandatory.** The Customer must maintain, at all times, the temperature of the room(s) housing the system between 15 and 30 degrees Celsius (60 to 86 degrees Fahrenheit) with a relative humidity between 50% and 70%.

Forensic Technology recommends that the system be installed in a relatively dust-free operating environment. Carpeting is not recommended.

### 4.3 Footprint

The footprint required for each major component is detailed below:

Equipment	Footprint
BRASSTRAX Acquisition Station	The BRASSTRAX Acquisition Station can be installed on a sturdy table or desktop, which is to be supplied by the Customer. Both the table and work desk need to be next to each other and when combined with the operator's chair and access space require a footprint of W91" x D97" x standard room height.
MATCHPOINT Analysis Station	The MATCHPOINT Analysis Station rests on a work desk, which is to be supplied by the Customer. The work desk when combined with the operator's chair and access space requires a footprint of approximately W68" x D97" x standard room height.

Equipment	Footprint
Printer	The printer rests on a table that is to be supplied by the Customer. The table needs to be installed next to either the BRASSTRAX Acquisition Station or the MATCHPOINT Analysis Station. The footprint for this table would be approximately W23" x D30" x standard room height.
PAG800 Stereo Zoom Microscope	The PAG800 Stereo Zoom Microscope can be installed on a table, desk or working bench supplied by the Customer. Its footprint is approximately W12" x D12" x H18" without camera.

#### 4.4 Power Source Requirements

The power source required for each major component is detailed below:

Equipment	Circuit Breaker Rating	Approx. Heat Dissipation (BTU Per Hour)
BRASSTRAX Acquisition Station	2000 VA	4700
MATCHPOINT Analysis Station	1000 VA	2500
Printer	1000 VA	2500
PAG800 Stereo Zoom Microscope	n/a	

**NOTE: All the equipment above uses either a 100 – 120 VAC 60 Hz or a 220 – 240 VAC 50 Hz single phase power source.**

#### 4.5 Communication Lines

ATF will furnish the communication lines needed for Forensic Technology to provide remote technical support and for networking with other IBIS Systems.

**NOTE: Forensic Technology will not be liable for the lack of technical support to the Customer due to unsuitable communication lines.**

#### 4.6 Local Area Network (LAN)

The various components of the proposed system are interconnected via a Fast Ethernet (100Base-T) LAN. Following are the connectivity requirements:

- If all the system components are to be installed in the same room and the length of the LAN cable run does not exceed 30m (100'), Forensic Technology will be able to provide the hardware, and the labor needed to set up the LAN.
- If there is one or more system components to be installed in the same building but at different locations (i.e. not in the same room), then Forensic Technology will require collaboration from the Customer's local IT and building maintenance staff to facilitate the installation. The network infrastructure should be Category 5 or 6 compliant and terminated with an RJ-45 connector. Any network point provided should be within 2m (79") of the component.

April 5, 2024

**Concord Police Department**  
41 Cabarrus Ave W  
Concord NC, 28026

**Forensic Technology (Canada) Inc.**

800 Hymus Blvd, 4th floor  
St-Laurent, Quebec  
H4S 0B5  
Canada

Tel +1 514 489 4247  
Fax +1 514 485 9336  
Sans Frais/TollFree +1 888 984 4247  
[www.ultra-forensictechnology.com](http://www.ultra-forensictechnology.com)

**Subject: Sole Source Letter**

To whom it may concern:

The Integrated Ballistic Identification System (IBIS®) uses technology that encompasses several patents protected in the United States and throughout the world. As such, manufacturing and servicing these products require access to proprietary and commercially sensitive information that is only accessible to employees of **Forensic Technology (Canada) Inc.** and its affiliate company **Forensic Technology Inc.** (hereinafter collectively referred to as **Forensic Technology**).

Consequently, only Forensic Technology, the exclusive manufacturer of IBIS and Quantum 3D Microscope™ (Q3M), can provide their proprietary products IBIS BRASSTRAX, IBIS BULLETTRAX, IBIS MATCHPOINT, IBIS Data Concentrator, IBIS Correlation Engine, and Q3M, as well as maintenance, upgrades and services, including data migration, moving and training services pertaining thereto.

Furthermore IBIS, currently in use in the United States under the ATF NIBIN program, is the only technology that has undergone extensive testing and complies with the security standards needed for integration into NIBIN. Other ballistic identification technologies are not compatible with NIBIN.

Sincerely yours,



Stacy Stern  
Chief Revenue Officer (CRO)



12918 N. Nebraska Ave.  
 Tampa, FL 33612  
 UEI: TK67EL9NPM9  
 Cage Code: 3VCK4  
 FEIT: 42-1613127  
 DUNS: 094261935

POC: Major Keith Eury  
 TO: City of Concord  
 Concord Police Department

Sales Quote FCC240424-SP1  
 Date: 4/24/2024

Phone: 704-920-5015  
 E-Mail euryk@concordnc.gov

**Sourcewell Contract Number:  
 020923-FCC**

Qty.	Manufacturer	Item No.	Description	Unit Price	Total Price
5	Signal Power	SP400SD	Signal Power SP400SD LED Diesel Light Tower	\$24,225.00	\$121,125.00

FOB: Destination  
 Delivery Time: 60 Days ARO

(5) New Signal Power SP400SD LED Diesel Light Tower  
 18 Horsepower Tier 4 Final Diesel Engine  
 LED Light Tower, Portable Hyw Mount  
 4 LED DOT Anti-Glare Compliant Lights, 1280 Watts, w/Dimmer Controls  
 10 KW Generator  
 Auto switch between generator or 120v auxillary power  
 See attached spec sheet for full information on product  
 Manufactured in the USA in Chattanooga, Tennessee  
 Delivery to jobsite in Concord, North Carolina is included  
 All pricing per Sourcewell Contract # 020923-FCC

**Subtotal: \$121,125.00**  
 Total Sales Tax: \$0.00  
**Total: \$121,125.00**

Chris Rey, Vice President  
 O. (813)631-0000  
 F. (813)631-0008  
 chris@federalcontractscorp.com



12918 N. Nebraska Ave.  
Tampa, FL 33612  
UEI: TK67EL9NPMD9  
Cage Code: 3VCK4  
FEIT: 42-1613127  
DUNS: 094261935

POC: Major Keith Eury  
TO: City of Concord  
Concord Police Department

Sales Quote FCC240424-SP1  
Date: 4/24/2024

Phone: 704-920-5015  
E-Mail euryk@concordnc.gov

**Sourcewell Contract Number:**  
**020923-FCC**

Terms and Conditions:

- Quote valid for 30 days
- Terms: Net 30
- Unless otherwise specified, full dock or off-loading capabilities required to avoid additional charges.
- If using a purchase card, a credit card surcharge may apply.
- Certificate of Origin/MSO will not be released until payment in full has been received.

Chris Rey, Vice President  
O. (813)631-0000  
F. (813)631-0008  
chris@federalcontractscorp.com

NORTH CAROLINA  
CABARRUS COUNTY

**SUPPLEMENTAL AGREEMENT**

DATE: 4/03/2024

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: U-4910A&B

AND

WBS ELEMENTS: PE \_\_\_\_\_  
ROW \_\_\_\_\_  
CON 40373.3.3

CITY OF CONCORD

THIS AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department", and the City of Concord, hereinafter referred to as the "Municipality."

**WITNESSETH:**

WHEREAS, the Department and the Municipality on 9/12/2008 entered into a Local Project agreement to reimburse the Municipality \$1,250,000 in High Priority funds and \$8,546,050 in Safetea Lu funds, with the Municipality responsible for the match of \$2,136,212 for Project U-4910A – widening of approximately 0.8 miles on SR 1445 (Derita Road) from SR 2894 (Concord Mills Boulevard) to Aviation Boulevard; and Project U-4910B – widening approximately 2.35 miles on SR 1445 (Derita Road) from Aviation Boulevard to SR 1394 (Poplar Tent Road) in Concord; and,

WHEREAS, the Department and the Municipality on 10/12/2016 entered into a Supplemental Agreement to provide additional Surface Transportation Program – Direct Attributable funds and to allow the Department to let the construction contract; and,

WHEREAS, the Municipality has been reimbursed eligible costs for the preliminary engineering (PE) phase; and,

WHEREAS, the Department has incurred costs on the right of way (ROW) phase and construction (CON) phase; and,

WHEREAS, the cost overruns are significant and the Municipality and the Department have agreed to allocate additional funding to the Project;

NOW THEREFORE, the parties wish to supplement the aforementioned Agreements whereby the following provisions are agreed to:

**FUNDING**

The estimated cost of the overrun of the Project is \$18 million. The Municipality and the Department have agreed to each cover 50% of the cost overruns and have allocated \$9,000,000 in a combination of Federal, State, and Local funds as shown in the Revised Funding Table to cover those costs. Each party understands that this is an estimated cost. If the overrun costs exceed \$18 million, then the Municipality and the Department will each provide 50% of the overruns.

**REVISED FUNDING TABLE**

FEDERAL FUNDING	AMOUNT	%	NON-FEDERAL	%	STATE / LOCAL
<b>Previously Committed Funding</b>					
High Priority	\$1,250,000	100%	n/a		N/A
High Priority	\$7,160,000	80%	\$1,790,000	20%	Local
STP-DA	\$9,400,000	80%	\$2,350,000	20%	Local
<b>Additional Funding</b>					
STBG-DA	\$7,200,000	80%	\$1,800,000	20%	Local
NCDOT FUNDING	\$9,000,000	100%			
<b>SUBTOTALS</b>	<b>FEDERAL</b>		<b>\$25,010,000</b>		
	<b>STATE</b>		<b>\$9,000,000</b>		
	<b>LOCAL</b>		<b>\$5,940,000</b>		
<b>TOTAL FUNDING</b>			<b>\$39,950,000</b>		

Except as hereinabove provided, the Agreements heretofore executed by the Department and the Municipality on 9/12/2008 and 10/12/2016 are ratified and affirmed as therein provided.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST:

CITY OF CONCORD

BY: \_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_

NCGS 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.

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

(SEAL)

\_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number  
\_\_\_\_\_

Remittance Address:

City of Concord  
\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_

(CHIEF ENGINEER)

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)

CAPITAL PROJECT ORDINANCE

**Derita Rd**

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

SECTION 1. The project authorized is Derita Rd.

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>

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

		<u>Expenses/Expenditures</u>		
<u>Account</u>	<u>Title</u>	<u>Current Budget</u>	<u>Amended Budget</u>	<u>(Decrease) Increase</u>
8600-5811073	Future Transp Projects	4,175,319	2,400,605	(1,774,714)
8600-5811205	Derita Rd	6,117,319	7,892,033	1,774,714
				<b>0</b>

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9<sup>th</sup> day of May 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

NORTH CAROLINA  
CABARRUS COUNTY

**RIGHT OF WAY CONVEYANCE AGREEMENT**

DATE: 4/4/2024

NORTH CAROLINA DEPARTMENT OF  
TRANSPORTATION

TIP #: I-3802A

AND

CITY OF CONCORD

THIS MUNICIPAL AGREEMENT is made and entered into on the last date executed below, by and between the North Carolina Department of Transportation, an agency of the State of North Carolina, hereinafter referred to as the "Department" and the City of Concord, a local government entity, hereinafter referred to as the "Municipality".

WITNESSETH:

WHEREAS, the Department made improvements on I-85 from NC 73 in Cabarrus County (Exit 55) to Lane Street (Exit 63) in Concord, which said improvements were programmed under I-3802, and are hereinafter referred to as the Project; and;

WHEREAS, the Department acquired right of way for the construction of the Project and for betterments that the Municipality requested; and,

WHEREAS, the Department has determined a need to convey excess right of way to the Municipality;

NOW, THEREFORE, the parties hereto, each in consideration of the promises and undertakings of the other as herein provided, do hereby covenant and agree, each with the other, as follows:

**RESPONSIBILITIES**

1. The Department agrees to execute instruments necessary for the said conveyance of the following interests to the Municipality, which includes Right of Way, Permanent Utility Easement Area, and Permanent Drainage Easement Area, listed below and known as Parcel 278 on Plan Sheets 44 & 44A (Vinehaven Drive), which plan sheets and metes and bounds are attached herein as Exhibit A.

Right of Way (ROW)

- ROW Area 1: .055 ACR

- ROW Area 2: 2.033 ACR

**Total ROW: 2.083 ACR**

Permanent Drainage Easement (PDE)

- PDE Area 1: .026 ACR
- PDE Area 2: .050 ACR
- PDE Area 3: .034 ACR
- PDE Area 4: .024 ACR
- PDE Area 5: .022 ACR
- PDE Area 6: .035 ACR

**TOTAL PDE: .191 ACR**

Permanent Utility Easement (PUE)

- PUE Area 1: .189 ACR

**TOTAL PUE: .189 ACR**

2. Upon completion of the conveyance of property, the Municipality shall be responsible for all maintenance of said interests and areas.

**ADDITIONAL PROVISIONS**

3. It is the policy of the Department not to enter into any agreement with another party that has been debarred by any government agency (Federal or State). The Municipality certifies, by signature of this agreement, that neither it nor its agents or contractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any Federal or State Department or Agency.
4. To the extent authorized by state and federal claims statutes, each party shall be responsible for its respective actions under the terms of this agreement and save harmless the other party from any claims arising as a result of such actions.

5. The other party to this Agreement shall comply with Title VI of the Civil Rights Act of 1964 (Title 49 CFR, Subtitle A, Part 21) and related nondiscrimination authorities. Title VI and related authorities prohibit discrimination on the basis of race, color, national origin, disability, gender, and age in all programs or activities of any recipient of Federal assistance.
6. This Agreement contains the entire agreement between the parties and there are no understandings or agreements, verbal or otherwise, regarding this Agreement except as expressly set forth herein.
7. The parties hereby acknowledge that the individual executing the Agreement on their behalf is authorized to execute this Agreement on their behalf and to bind the respective entities to the terms contained herein and that he has read this Agreement, conferred with his attorney, and fully understands its contents.
8. A copy or facsimile copy of the signature of any party shall be deemed an original with each fully executed copy of the Agreement as binding as an original, and the parties agree that this Agreement can be executed in counterparts, as duplicate originals, with facsimile signatures sufficient to evidence an agreement to be bound by the terms of the Agreement.
9. By Executive Order 24, issued by Governor Perdue, and N.C. G.S. § 133-32, it is unlawful for any vendor or contractor ( i.e. architect, bidder, contractor, construction manager, design professional, engineer, landlord, offeror, seller, subcontractor, supplier, or vendor), to make gifts or to give favors to any State employee of the Governor's Cabinet Agencies (i.e., Administration, Commerce, Environmental Quality, Health and Human Services, Information Technology, Military and Veterans Affairs, Natural and Cultural Resources, Public Safety, Revenue, Transportation, and the Office of the Governor).

IT IS UNDERSTOOD AND AGREED upon that the approval of the Project by the Department is subject to the conditions of this Agreement.

IN WITNESS WHEREOF, this Agreement has been executed, in duplicate, the day and year heretofore set out, on the part of the Department and the Municipality by authority duly given.

L.S. ATTEST: CITY OF CONCORD

BY: \_\_\_\_\_ BY: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ DATE: \_\_\_\_\_

“N.C.G.S. § 133-32 and Executive Order 24 prohibit the offer to, or acceptance by, any State Employee of any gift from anyone with a contract with the State, or from any person seeking to do business with the State. By execution of any response in this procurement, you attest, for your entire organization and its employees or agents, that you are not aware that any such gift has been offered, accepted, or promised by any employees of your organization.”

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

(SEAL)

BY: \_\_\_\_\_  
(FINANCE OFFICER)

Federal Tax Identification Number  
\_\_\_\_\_

Remittance Address:  
City of Concord  
\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
(CHIEF ENGINEER)

DATE: \_\_\_\_\_

APPROVED BY BOARD OF TRANSPORTATION ITEM O: \_\_\_\_\_ (Date)

14305 0326

FILED  
CABARRUS COUNTY NC  
WAYNE NIXON  
REGISTER OF DEEDS

FILED

FILED Jul 06, 2020  
AT 02:57 pm  
BOOK 14305  
START PAGE 0326  
END PAGE 0335  
INSTRUMENT # 21035  
EXCISE TAX \$0.00  
BJW

2020 MAY -1 P 1:23

CABARRUS CO. C.S.C.

BY [Signature]

(ABOVE THIS LINE FOR REGISTER OF DEEDS USE ONLY)  
STATE OF NORTH CAROLINA IN THE GENERAL COURT OF JUSTICE  
SUPERIOR COURT DIVISION #13  
COUNTY OF CABARRUS 2016-CVS-1628

DEPARTMENT OF TRANSPORTATION,  
Plaintiff,

v.

COPPERFIELD, INC.,  
Defendant.

AMENDED  
CONSENT JUDGMENT  
(CNDM - CJ)

THIS CAUSE coming on to be heard and being heard before the undersigned Judge of the Superior Court and it appearing to the Court and the Court finding as fact:

That this action was duly instituted on the 6<sup>th</sup> day of June, 2016, by the issuance of Summons, by the filing of a Complaint and Declaration of Taking and Notice of Deposit, and by the deposit of FIFTY-SEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$57,250.00) as estimated just compensation;

That Summons was duly served on the defendant on or before June 20, 2016, together with a copy of the Complaint and Declaration of Taking and Notice of Deposit;

That the defendant is the only party who has or claims to have an interest in the property described in the Complaint and Declaration of Taking, and the title to the property is not in dispute; that as of the date of the institution of this action, the property described in the Complaint and Declaration of Taking was subject only to such liens and encumbrances as were set forth in Exhibit "A" of the Complaint and Declaration of Taking;

That all parties which are necessary to the determination of this action are properly before the Court; and that the defendant is under no legal disability;

That this action was settled and a a Consent Judgment was filed on May 15, 2017, and recorded in Book 12052, Page 67, Cabarrus County Registry;

12502

NC Department of Transportation, Attorney General's office, 5555 mail Service Center Raleigh NC 27600-9974

20/10.

That the parties have reached a new agreement to modify the areas and estates acquired. There will be no additional sums deposited with the Court with this Amended Consent Judgment.

**NOW, THEREFORE, IT IS ORDERED, ADJUDGED, AND DECREED:**

1. That the plaintiff, Department of Transportation, was entitled to acquire and did acquire, free and clear of all encumbrances, on the 6<sup>th</sup> day of June, 2016, by the filing of a Complaint and Declaration of Taking and Notice of Deposit, together with the deposit of **FIFTY-SEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$57,250.00)**, those certain interests or estates and areas, hereinafter more particularly described, in, over, upon, and across the property of the defendant; and that said property of the defendant is described as follows:

Being all of that tract of land more particularly described in that certain MEMORANDUM OF ACTION captioned "DEPARTMENT OF TRANSPORTATION, Plaintiff, v. COPPERFIELD, INC., Defendant," recorded in the Office of the Register of Deeds for Cabarrus County in Book 11954, Pages 291-292, reference to which MEMORANDUM OF ACTION is made for a more particular description of said property of the defendant.

2. That the interests or estates acquired in, over, upon, and across the above-described property of the defendant are described as follows:

**AMENDED INTERESTS OR ESTATES TAKEN:**

Fee simple title to right of way for all purposes for which the plaintiff is authorized by law to subject the same, a temporary drainage easement to continue until the completion of the project, at which time said temporary drainage easement will terminate and, in addition, a temporary construction easement to continue until the completion of the project, at which time said temporary construction easement will terminate.

Also, an easement, in perpetuity for drainage. Said permanent drainage easement in perpetuity is for the installation and maintenance of drainage facilities, and for all purposes for which the Department of Transportation is authorized by law to subject same. The Department of Transportation and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said permanent drainage easement area(s) a drainage facility with all necessary pipes, poles and appurtenances, together with the right at all times to enter said permanent drainage easement area(s) for the purpose of inspecting said drainage facility and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. The Department of Transportation

shall have the right to construct and maintain the cut and/or fill slopes in the above described permanent drainage easement area(s). The permanent drainage easement shall be used by the Department of Transportation for additional working area during the above described project.

A permanent utility easement for all purposes for which the plaintiff is authorized by law to subject the same. Said utility easement in perpetuity is for the installation and maintenance of utilities, and for all purposes for which the Department of Transportation is authorized by law to subject same. The Department of Transportation and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. The Department of Transportation shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent utility easement area(s). The permanent utility easement shall be used by the Department of Transportation for additional working area during the above described project.

Access is controlled by the Department of Transportation as is indicated by control-of-access (C/A) lines on the project plans referred to herein and there will be no access to, from, or across the areas within the control-of-access (C/A) lines to the main traffic lanes, ramps, or approaches over or from the property abutting said highway right of way.

3. That the areas acquired in, over, upon, and across the hereinabove described property, as well as survey lines and station numbers, are delineated on that set of plans for Department of Transportation Project ID # I-3802A (WBS # 36780.2.FS2), Parcel # 278, Cabarrus County on file in the Right of Way Branch of the Department of Transportation, Transportation Building, in Raleigh, North Carolina, and also on a copy of said project plans which are or will be recorded, in the Office of the Register of Deeds of Cabarrus County, to which plans reference is hereby made for greater certainty of the areas and interests acquired, and said areas and interests are described by metes and bounds as follows:

**NEW RIGHT OF WAY # 1:**

Point of beginning being N 88°56'9.3" E, 197.164 feet from -L- Sta 270+00 thence to a point on a bearing of S 29°24'44.7" W 190.000 feet thence to a point on a bearing of S 60°35'13.6" E 15.076 feet thence to a point on a bearing of N 27°54'19.6" E 190.066 feet thence to a point on a bearing of N 60°35'13.6" W 10.078

feet returning to the point and place of beginning and having an area of 0.055 acres, more or less.

**NEW RIGHT OF WAY # 2:**

Point of beginning being S 79°48'42.7" E, 1329.699 feet from -L- Sta 270+00 thence along a curve 169.600 feet and having a radius of 1362.500 feet. The chord of said curve being on a bearing of N 3°30'7.6" E, a distance of 169.490 feet thence to a point on a bearing of S 89°58'1.9" W 91.519 feet thence to a point on a bearing of S 48°48'19.2" W 10.325 feet thence to a point on a bearing of S 48°48'19.2" W 47.109 feet thence to a point on a bearing of S 68°57'55.8" W 50.040 feet thence to a point on a bearing of S 66°40'29.6" W 128.000 feet thence to a point on a bearing of S 66°40'29.6" W 205.000 feet thence to a point on a bearing of N 84°4'22.9" W 76.288 feet thence to a point on a bearing of N 41°2'5.1" W 38.639 feet thence to a point on a bearing of N 30°35'50.1" W 149.977 feet thence along a curve 215.325 feet and having a radius of 217.500 feet. The chord of said curve being on a bearing of N 2°11'41.7" W, a distance of 206.639 feet thence to a point on a bearing of N 26°29'28.7" E 34.344 feet thence to a point on a bearing of N 54°23'19.6" W 60.004 feet thence to a point on a bearing of S 36°7'44.5" W 33.397 feet thence along a curve 290.975 feet and having a radius of 282.500 feet. The chord of said curve being on a bearing of S 1°2'56.4" E, a distance of 278.282 feet thence to a point on a bearing of S 30°35'50.1" E 220.008 feet thence along a curve 138.362 feet and having a radius of 267.500 feet. The chord of said curve being on a bearing of S 15°45'10.5" E, a distance of 136.825 feet thence to a point on a bearing of N 89°3'53.7" E 65.000 feet thence along a curve 63.353 feet and having a radius of 332.500 feet. The chord of said curve being on a bearing of N 6°23'36.5" W, a distance of 63.257 feet thence to a point on a bearing of N 41°56'26.1" E 91.868 feet thence to a point on a bearing of N 66°40'29.6" E 204.003 feet thence to a point on a bearing of N 66°40'29.6" E 10.997 feet thence to a point on a bearing of N 66°40'29.6" E 163.221 feet thence to a point on a bearing of S 76°1'43.3" E 61.534 feet thence to a point on a bearing of S 29°56'17.2" E 44.717 feet thence to a point on a bearing of S 29°56'17.2" E 25.276 feet returning to the point and place of beginning and having an area of 2.033 acres, more or less.

**TEMPORARY CONSTRUCTION EASEMENT # 1:**

Point of beginning being N 75°1'35.3" E, 710.471 feet from -L- Sta 270+00 thence along a curve 41.959 feet and having a radius of 1085.000 feet. The chord of said curve being on a bearing of S 36°0'44.9" W, a distance of 41.956 feet thence to a point on a bearing of S 26°29'28.7" W 34.344 feet thence along a curve 215.325 feet and having a radius of 217.500 feet. The chord of said curve being on a bearing of S 2°11'41.7" E, a distance of 206.639 feet thence to a point on a bearing of S 30°35'50.1" E 149.977 feet thence to a point on a bearing of S 41°2'5.1" E 38.639 feet thence to a point on a bearing of S 84°4'22.9" E 76.288 feet thence to a point on a bearing of N 66°40'29.6" E 205.000 feet thence to a point on a bearing of N

66°40'29.6" E 128.000 feet thence to a point on a bearing of N 68°57'55.8" E 50.040 feet thence to a point on a bearing of N 48°48'19.2" E 47.109 feet thence to a point on a bearing of S 82°38'59.2" W 70.365 feet thence to a point on a bearing of S 68°50'15.0" W 50.614 feet thence to a point on a bearing of S 55°39'0.2" W 50.342 feet thence to a point on a bearing of S 82°7'31.2" W 50.492 feet thence to a point on a bearing of S 86°51'24.4" W 53.879 feet thence to a point on a bearing of S 66°52'20.3" W 101.017 feet thence to a point on a bearing of S 60°39'2.8" W 100.883 feet thence to a point on a bearing of N 27°35'30.7" W 256.538 feet thence to a point on a bearing of N 6°39'44.7" E 109.939 feet thence to a point on a bearing of N 15°51'12.4" E 40.441 feet thence to a point on a bearing of N 36°42'58.7" E 31.602 feet thence to a point on a bearing of N 53°50'28.0" W 17.501 feet returning to the point and place of beginning and having an area of 0.800 acres, more or less.

**TEMPORARY CONSTRUCTION EASEMENT # 2:**

Point of beginning being S 80°3'18.7" E, 1314.309 feet from -L- Sta 270+00 thence along a curve 13.774 feet and having a radius of 1343.000 feet. The chord of said curve being on a bearing of N 6°29'39.0" E, a distance of 13.774 feet thence to a point on a bearing of N 29°56'17.2" W 44.717 feet thence to a point on a bearing of S 45°41'38.0" W 36.610 feet thence to a point on a bearing of N 39°39'31.0" W 52.514 feet thence to a point on a bearing of S 66°40'29.6" W 163.221 feet thence to a point on a bearing of S 44°50'38.8" E 80.104 feet thence to a point on a bearing of S 33°56'38.3" W 15.315 feet thence to a point on a bearing of N 41°41'44.3" W 87.247 feet thence to a point on a bearing of S 66°40'29.6" W 204.003 feet thence to a point on a bearing of S 41°56'26.1" W 91.868 feet thence along a curve 63.353 feet and having a radius of 332.500 feet. The chord of said curve being on a bearing of S 6°23'36.5" E, a distance of 63.257 feet thence to a point on a bearing of S 89°3'53.7" W 65.000 feet thence to a point on a bearing of S 52°50'9.8" W 66.311 feet thence to a point on a bearing of N 37°9'50.2" W 20.000 feet thence to a point on a bearing of N 52°50'9.8" E 79.627 feet thence along a curve 114.327 feet and having a radius of 267.500 feet. The chord of said curve being on a bearing of N 18°19'37.1" W, a distance of 113.458 feet thence to a point on a bearing of N 30°35'50.1" W 220.008 feet thence along a curve 177.606 feet and having a radius of 282.500 feet. The chord of said curve being on a bearing of N 12°32'44.1" W, a distance of 174.695 feet thence to a point on a bearing of S 49°42'32.9" W 105.455 feet thence to a point on a bearing of N 1°16'48.3" W 25.739 feet thence to a point on a bearing of N 49°42'32.9" E 112.131 feet thence along a curve 82.967 feet and having a radius of 282.500 feet. The chord of said curve being on a bearing of N 20°2'41.0" E, a distance of 82.670 feet thence to a point on a bearing of N 36°7'44.5" E 33.397 feet thence to a point on a bearing of N 54°10'8.0" W 25.586 feet thence to a point on a bearing of S 41°40'23.5" W 47.416 feet thence to a point on a bearing of S 43°7'46.1" W 70.160 feet thence to a point on a bearing of S 26°48'7.6" W 109.642 feet thence to a point on a bearing of S 66°38'16.1" W 162.483 feet thence to a point on a bearing of S 29°3'16.6" W 42.683 feet thence to a point on a bearing

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of S 21°3'46.3" E 53.775 feet thence to a point on a bearing of N 70°18'12.6" E 202.158 feet thence to a point on a bearing of S 57°56'52.0" E 55.344 feet thence to a point on a bearing of S 33°2'51.6" E 152.557 feet thence to a point on a bearing of S 10°40'54.1" E 206.144 feet thence to a point on a bearing of S 27°0'10.0" W 194.256 feet thence to a point on a bearing of S 63°8'2.5" E 71.044 feet thence to a point on a bearing of N 27°2'32.9" E 181.084 feet thence to a point on a bearing of N 74°46'11.9" E 142.678 feet thence to a point on a bearing of N 60°7'14.2" E 86.968 feet thence to a point on a bearing of N 23°19'30.4" W 65.938 feet thence to a point on a bearing of N 67°4'59.9" E 130.516 feet thence to a point on a bearing of S 9°58'58.1" E 195.115 feet thence to a point on a bearing of S 85°23'40.1" E 90.220 feet thence to a point on a bearing of N 10°20'30.4" E 204.524 feet thence to a point on a bearing of N 40°58'57.0" E 71.869 feet thence to a point on a bearing of S 86°53'46.9" E 51.044 feet returning to the point and place of beginning and having an area of 2.863 acres, more or less.

**TEMPORARY CONSTRUCTION EASEMENT # 3:**

Point of beginning being N 73°14'26.9" E, 640.083 feet from -L- Sta 270+00 thence along a curve 62.877 feet and having a radius of 1145.000 feet. The chord of said curve being on a bearing of N 36°30'53.4" E, a distance of 62.870 feet thence to a point on a bearing of N 52°33'4.0" W 25.834 feet thence to a point on a bearing of S 34°21'40.0" W 1.270 feet thence to a point on a bearing of S 35°12'3.2" W 51.470 feet thence to a point on a bearing of S 41°40'23.5" W 10.915 feet thence to a point on a bearing of S 54°10'8.0" E 25.586 feet returning to the point and place of beginning and having an area of 0.036 acres, more or less.

**TEMPORARY DRAINAGE EASEMENT:**

Point of beginning being S 6°53'56.5" W, 488.838 feet from -L- Sta 270+00 thence to a point on a bearing of N 58°55'15.5" W 17.260 feet thence to a point on a bearing of S 29°24'44.7" W 48.919 feet thence to a point on a bearing of N 78°8'51.4" E 33.356 feet thence to a point on a bearing of S 15°35'13.6" E 24.042 feet thence to a point on a bearing of S 75°51'33.7" W 58.052 feet thence to a point on a bearing of S 29°24'44.7" W 106.000 feet thence to a point on a bearing of N 66°27'4.4" E 49.493 feet thence to a point on a bearing of N 63°12'37.0" E 117.319 feet thence to a point on a bearing of N 26°37'27.2" W 93.828 feet returning to the point and place of beginning and having an area of 0.195 acres, more or less.

**PERMANENT DRAINAGE EASEMENT # 1:**

Point of beginning being S 10°38'32.3" W, 528.086 feet from -L- Sta 270+00 thence to a point on a bearing of S 29°24'44.7" W 35.000 feet thence to a point on a bearing of N 75°51'33.7" E 58.052 feet thence to a point on a bearing of N 15°35'13.6" W 24.042 feet thence to a point on a bearing of S 78°8'51.4" W 33.356 feet returning to the point and place of beginning and having an area of 0.026 acres, more or less.

**PERMANENT DRAINAGE EASEMENT # 2:**

Point of beginning being N 81°56'45.1" E, 570.496 feet from -L- Sta 270+00 thence to a point on a bearing of S 49°42'32.9" W 112.131 feet thence to a point on a bearing of S 1°16'48.3" E 25.739 feet thence to a point on a bearing of N 49°42'32.9" E 105.455 feet thence along a curve 30.402 feet and having a radius of 282.500 feet. The chord of said curve being on a bearing of N 8°32'53.3" E, a distance of 30.387 feet returning to the point and place of beginning and having an area of 0.050 acres, more or less.

**PERMANENT DRAINAGE EASEMENT # 3:**

Point of beginning being S 60°45'7.5" E, 854.954 feet from -L- Sta 270+00 thence to a point on a bearing of S 52°50'9.8" W 79.627 feet thence to a point on a bearing of S 37°9'50.2" E 20.000 feet thence to a point on a bearing of N 52°50'9.8" E 66.311 feet thence along a curve 24.035 feet and having a radius of 267.500 feet. The chord of said curve being on a bearing of N 3°30'32.8" W, a distance of 24.027 feet returning to the point and place of beginning and having an area of 0.034 acres, more or less.

**PERMANENT DRAINAGE EASEMENT # 4:**

Point of beginning being S 75°55'7.2" E, 1155.413 feet from -L- Sta 270+00 thence to a point on a bearing of N 44°50'38.8" W 80.104 feet thence to a point on a bearing of S 66°40'29.6" W 10.997 feet thence to a point on a bearing of S 41°41'44.3" E 87.247 feet thence to a point on a bearing of N 33°56'38.3" E 15.315 feet returning to the point and place of beginning and having an area of 0.024 acres, more or less.

**PERMANENT DRAINAGE EASEMENT # 5:**

Point of beginning being S 82°30'25.0" E, 1224.545 feet from -L- Sta 270+00 thence to a point on a bearing of S 39°39'31.0" E 52.514 feet thence to a point on a bearing of N 45°41'38.0" E 36.610 feet thence to a point on a bearing of N 76°1'43.3" W 61.534 feet returning to the point and place of beginning and having an area of 0.022 acres, more or less.

**PERMANENT DRAINAGE EASEMENT # 6:**

Point of beginning being S 3°41'47.7" E, 311.082 feet from -L- Sta 270+00 thence to a point on a bearing of S 29°24'44.7" W 104.124 feet thence to a point on a bearing of S 60°35'15.3" E 18.729 feet thence to a point on a bearing of N 29°24'44.7" E 31.069 feet thence to a point on a bearing of N 20°25'38.7" E 73.963 feet thence to a point on a bearing of N 60°35'15.3" W 7.178 feet returning to the point and place of beginning and having an area of 0.035 acres, more or less.

Said permanent drainage easement in perpetuity is for the installation and maintenance of drainage facilities, and for all purposes for which the Department of Transportation is authorized by law to subject same. The Department of

Transportation and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said permanent drainage easement area(s) a drainage facility with all necessary pipes, poles and appurtenances, together with the right at all times to enter said permanent drainage easement area(s) for the purpose of inspecting said drainage facility and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said drainage facility, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. The Department of Transportation shall have the right to construct and maintain the cut and/or fill slopes in the above described permanent drainage easement area(s). The permanent drainage easement shall be used by the Department of Transportation for additional working area during the above described project.

**PERMANENT UTILITY EASEMENT:**

Point of beginning being S 57°12'25.0" E, 1360.220 feet from -L- Sta 270+00 thence along a curve 531.404 feet and having a radius of 1362.500 feet. The chord of said curve being on a bearing of N 18°14'29.0" E, a distance of 528.042 feet thence to a point on a bearing of N 29°56'17.2" W 25.276 feet thence along a curve 304.416 feet and having a radius of 1343.000 feet. The chord of said curve being on a bearing of S 12°41'38.1" W, a distance of 303.765 feet thence to a point on a bearing of S 23°26'54.3" W 183.725 feet thence to a point on a bearing of S 12°21'9.8" W 59.904 feet returning to the point and place of beginning and having an area of 0.189 acres, more or less.

Said utility easement in perpetuity is for the installation and maintenance of utilities, and for all purposes for which the Department of Transportation is authorized by law to subject same. The Department of Transportation and its agents or assigns shall have the right to construct and maintain in a proper manner in, upon and through said premises a utility line or lines with all necessary pipes, poles and appurtenances, together with the right at all times to enter said premises for the purpose of inspecting said utility lines and making all necessary repairs and alterations thereon; together with the right to cut away and keep clear of said utility lines, all trees and other obstructions that may in any way endanger or interfere with the proper maintenance and operation of the same with the right at all times of ingress, egress and regress. The Department of Transportation shall have the right to construct and maintain the cut and/or fill slopes in the above-described permanent utility easement area(s). The permanent utility easement shall be used by the Department of Transportation for additional working area during the above described project.

**CONTROL OF ACCESS:**

Access is controlled by the Department of Transportation as is indicated by control-of-access (C/A) lines on the plans referred to above, and there will be no access to, from, or across the areas within the control-of-access (C/A) lines to the main traffic

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lanes, ramps, or approaches from the property abutting said highway right of way.

4. The plaintiff, Department of Transportation, shall reconvey to the defendant the following previous acquired right of way in fee simple:

**Tract 1:**

Point of beginning being Point of beginning being N 51°55'27.8" E, 443.818 feet from -L-, Sta. 265+00; thence to a point on a bearing of S 60°35'13.6" E, 15.076 feet; thence to a point on a bearing of N 27°54'19.6" E, 190.066 feet; thence to a point on a bearing of N 60°35'13.6" W, 10.078 feet; thence to a point on a bearing of S 29°24'44.7" W, 190.000 feet; returning to the point and place of beginning and having an area of 0.055 acre, more or less.

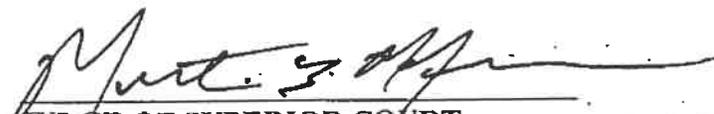
**Tract 2:**

Point of beginning being N 76°37'28.3" E, 1499.339 feet from -L-, Sta. 265+00; thence to a point on a bearing of S 68°02'36.2" E, 112.669 feet; thence along a curve 64.833 feet and having a radius of 1362.500 feet. The chord of said curve being on a bearing of N 01°17'57.4" E, a distance of 64.827 feet; thence to a point on a bearing of S 89°58'1.9" W, 105.876 feet; thence to a point on a bearing of S 00°13'51.4" W, 22.622 feet; returning to the point and place of beginning and having an area of 0.106 acre, more or less.

5. That the sum of **FIFTY-SEVEN THOUSAND TWO HUNDRED FIFTY DOLLARS (\$57,250.00)**, previously deposited by the Department of Transportation is the full, fair and adequate value of and represents just compensation pursuant to G.S. Chapter 136 for the taking of the hereinabove described interests and areas by the Department of Transportation; for any and all claims for interest and costs; for any and all damages caused by the acquisition for the construction of Department of Transportation Project ID # I-3802A (WBS # 36780.2.FS2), Parcel # 278, Cabarrus County; and for the past and future use thereof by the Department of Transportation, its successors and assigns, for all purposes for which the said Department of Transportation is authorized by law to subject the same; the plaintiff, Department of Transportation, shall reconvey to defendant the following previous acquired right of way in fee simple.

6. That a copy of this Amended Consent Judgment be certified by the Clerk of Superior Court to the Register of Deeds, who shall record the same among the land records of the county.

This the 1<sup>st</sup> day of May, 2020.

  
JUDGE OF SUPERIOR COURT

-9-

**A TRUE COPY**  
CLERK OF SUPERIOR COURT  
CABARRUS COUNTY  
  
Assistant, Deputy, Clerk of Superior Court

APPROVED AND CONSENTED TO:

JOSHUA H. STEIN  
Attorney General

  
\_\_\_\_\_  
~~E. Burke Haywood~~ Marty McCracken  
Special Deputy Attorney General

  
\_\_\_\_\_  
Kelly A. Moore  
Assistant Attorney General

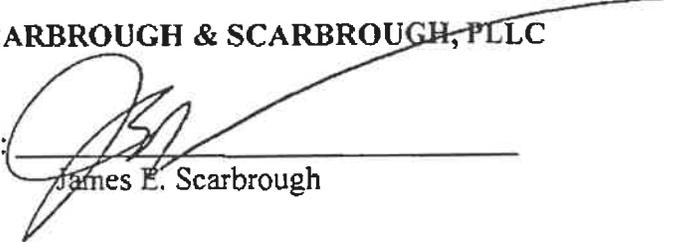
COPPERFIELD, INC.

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

Printed Name: Samuel H. Crover President

Title: President

SCARBROUGH & SCARBROUGH, PLLC

By:   
\_\_\_\_\_  
James E. Scarbrough

[226375]



PARSONS  
BRINCKERHOFF

PROJECT REFERENCE NO.	SHEET NO.
L-3802A	44

RW SHEET NO.	
ROADWAY DESIGN ENGINEER	HYDRAULICS ENGINEER

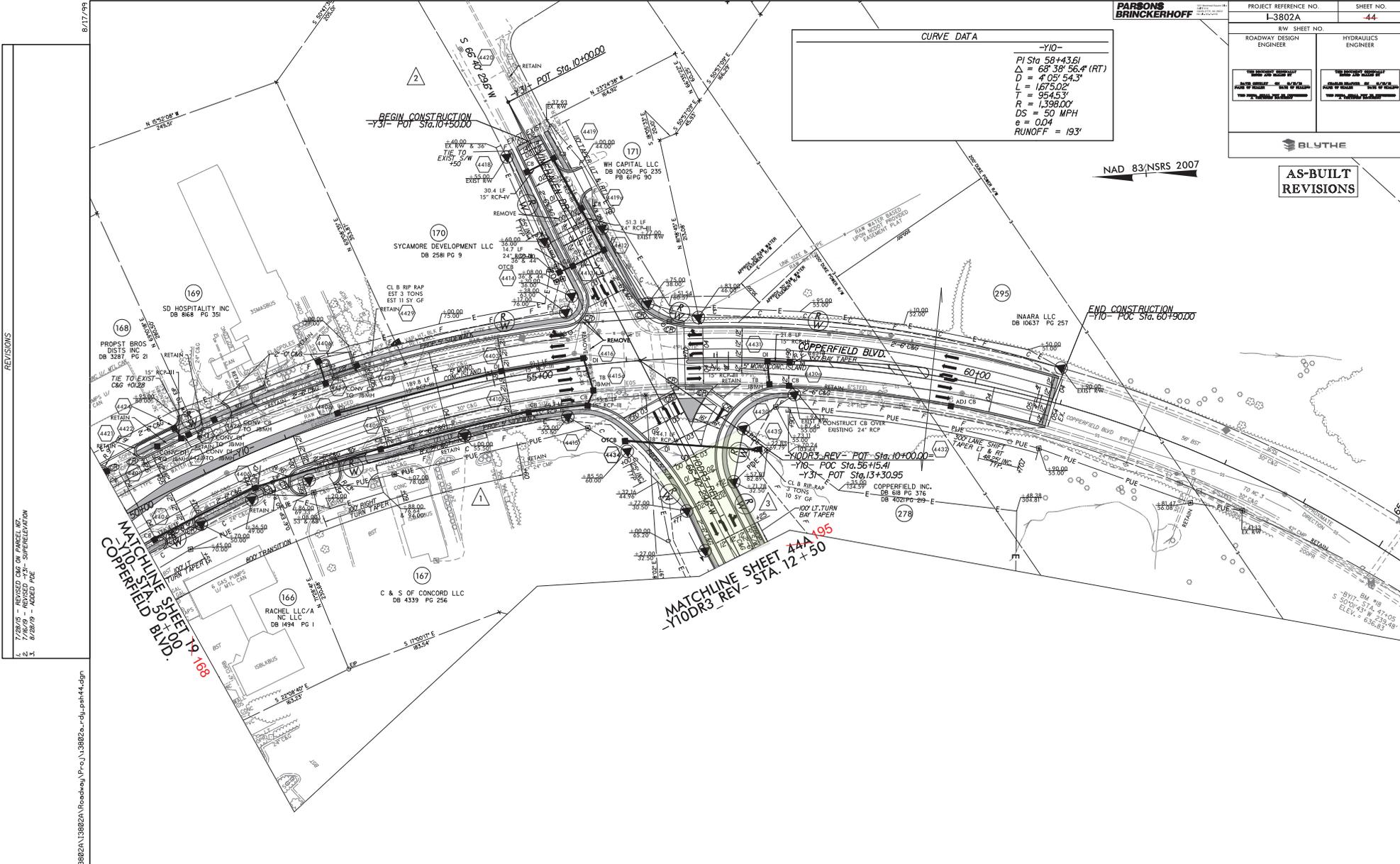
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BLYTHE

AS-BUILT  
REVISIONS

CURVE DATA	
-Y10-	
PI Sta	58+43.61
Δ	68° 38' 56.4" (RT)
D	4° 05' 54.3"
L	1675.02'
T	954.53'
R	1,398.00'
DS	50 MPH
e	0.04
RUNOFF	= 193'

NAD 83/NSRS 2007



REVISIONS  
 1. 7/28/09 - REVISED C&G ON PARCEL NO. 1  
 2. 7/16/09 - REVISED -Y31- SUPERELEVATION  
 3. 8/28/09 - ADDED PUE

P:\1572071\_13802A\13802A\Roadway\Proj\3802a\_rdw\_psh44.dgn  
 13802A\13802A\Roadway\Proj\3802a\_rdw\_psh44.dgn

MATCHLINE SHEET 12+50  
-Y10DR3\_REV- STA. 12+50

MATCHLINE SHEET 191-108  
-Y10- STA. 10+00  
COPPERFIELD BLVD.

NOTE:  
SEE PM PLANS FOR LAYOUT AND LOCATION OF ALL CURB RAMPS.

SEE SHEET 2-AE FOR INTERSECTION DETAIL  
SEE SHEET 107 FOR -Y10- PROFILE  
SEE SHEET 114 FOR -Y31- PROFILE  
SEE SHEET 118 FOR -Y10DR3- PROFILE

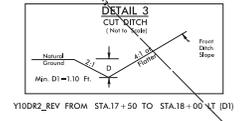
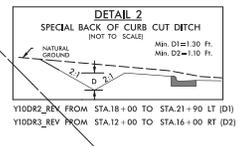
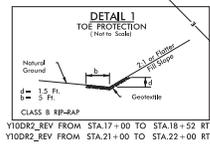
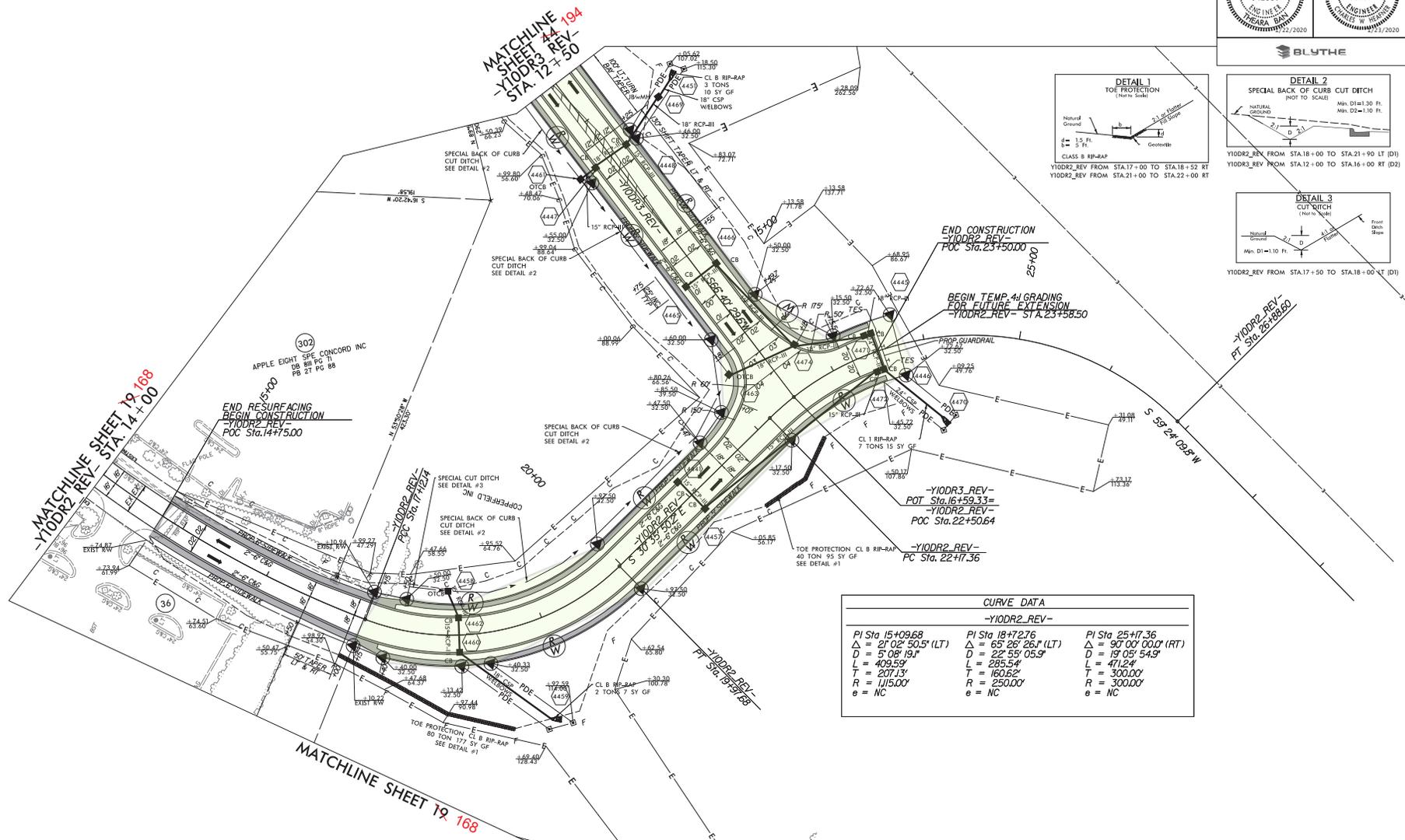
PARBONS BRINCKERHOFF

PROJECT REFERENCE NO. I-3802A SHEET NO. 44A

RW SHEET NO. ROADWAY DESIGN ENGINEER HYDRAULICS ENGINEER



BLYTE



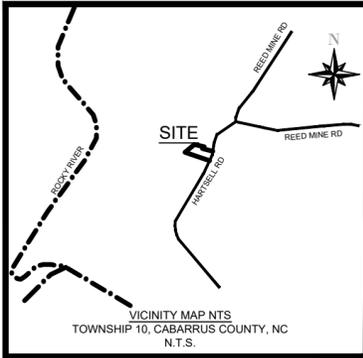
CURVE DATA		
-Y10DR2_REV-		
PI Sta 15+09.68	PI Sta 18+72.76	PI Sta 25+17.36
$\Delta = 27^{\circ} 02' 50.5''$ (LT)	$\Delta = 65^{\circ} 26' 26.1''$ (LT)	$\Delta = 97^{\circ} 00' 00.0''$ (RT)
D = 5 08' 19.1"	D = 22' 55' 05.9"	D = 19' 05' 54.9"
L = 409.59'	L = 285.54'	L = 471.24'
T = 207.13'	T = 160.62'	T = 300.00'
R = 115.00'	R = 250.00'	R = 300.00'
$\theta = NC$	$\theta = NC$	$\theta = NC$

SEE SHEET 118 FOR -Y10DR2\_REV- PROFILE  
SEE SHEET 118 FOR -Y10DR3\_REV- PROFILE

8/17/09

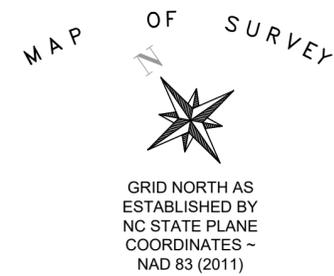
REVISIONS

I:\2720330\_4\1726180A - 13802A\13802A\Roadway\Proj\3802a\_rdw\_psh44a.dgn



GENERAL NOTES

1. THE PROPERTY SHOWN HEREON IS SUBJECT TO ANY AND ALL LEGAL EASEMENTS AND RIGHT OF WAYS, RECORDED AND UNRECORDED, INCLUDING BUT NOT LIMITED TO THOSE SHOWN HEREON AND SHOWN HEREON IS ALSO SUBJECT TO ANY PLANNING AND ZONING REGULATIONS THAT MAY APPLY.
2. THIS SURVEY IS SUBJECT TO ANY AND ALL FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
3. ALL IRON PINS ARE 3/8" BY 18" PINS IF SET.
4. A BOUNDARY SURVEY DOES NOT DETERMINE LAND OWNERSHIP. A PROFESSIONAL LAND SURVEYOR ONLY PROVIDES AN OPINION OF PREVIOUSLY DESCRIBED PROPERTY LINES WHICH MAY OR MAY NOT BE UPHOLD BY A COURT OF LAW. UNWRITTEN RIGHTS MAY OR MAY NOT EXIST ON THE SUBJECT PROPERTY.
5. THE LOCATION OF ALL UTILITIES SHOWN HEREON ARE BASED ON THE FIELD LOCATION OF FOUND VISIBLE STRUCTURES OR AS FLAGGED BY THEIR RESPECTIVE UTILITY COMPANIES. THERE MAY BE OTHER UNDERGROUND UTILITIES LOCATED ON THE PROPERTY SHOWN HEREON. NO GUARANTEE IS EXPRESSED OR IMPLIED TO THE ACTUAL LOCATION OF SAID UTILITIES OR THE NONEXISTENCE OF ANY UTILITIES.
6. THE PROPERTY SHOWN HEREON DOES NOT LIE IN A FLOOD PRONE AREA ZONE X PER 3710467300L EFF.11-16-2018
7. ONLY VISIBLE ABOVE GROUND IMPROVEMENTS AND ENCROACHMENTS, IF ANY, ARE SHOWN ON THE FACE OF THIS SURVEY. HLADUN SURVEYING HAS NOT EXAMINED SUBSURFACE, OR ENVIRONMENTAL CONDITIONS AND THEY ARE NOT CONSIDERED A PART OF THIS SURVEY.
8. NO VISIBLE ABOVE GROUND EVIDENCE OF CEMETERIES WAS OBSERVED AT THE SUBJECT PROPERTY BUT THIS DOES NOT PRECLUDE THEIR EXISTENCE. THIS SURVEYOR IS NOT QUALIFIED TO ASSESS THE PRESENCE OF CEMETERIES OR BURIAL GROUNDS AND ANY PERSON OR INSTITUTION RELYING ON THIS SURVEY IS ENCOURAGED TO HAVE A CULTURAL RESOURCE STUDY OF THE SUBJECT PROPERTY TO DETERMINE THE PRESENCE OF ANY CEMETERIES, BURIAL GROUNDS, OR ARCHEOLOGICAL SENSITIVE AREAS PRIOR TO ANY SITE EXCAVATIONS, CONTACT THE APPROPRIATE UTILITY COMPANY FOR LOCATION OF THEIR LINES.
9. THE RIGHT OF WAYS OF THE ROADS SHOWN HEREON ARE DETERMINED FROM THE FOUND MONUMENTS AND AS NOTED IN PRIOR SURVEYS. NO SOURCE OF TITLE WAS FOUND FOR THE ROADS AND NO CERTIFICATION IS MADE.

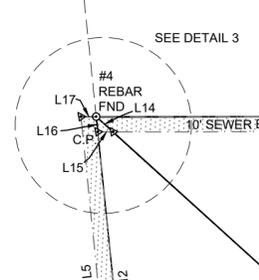
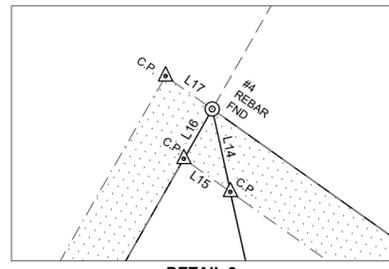
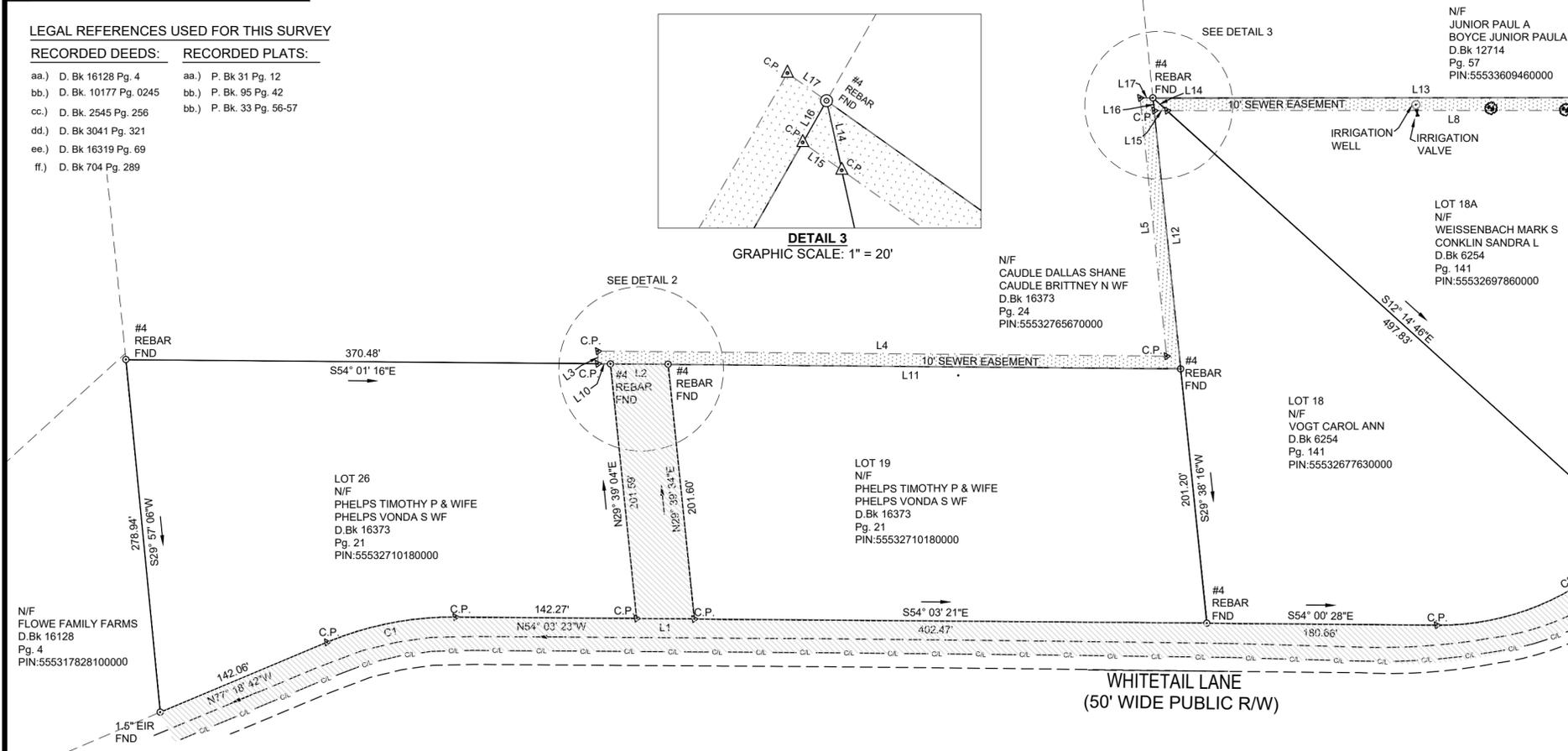


LEGEND

- IRON PIPE FOUND
  - MAGNETIC/PK NAIL
  - IRON PIN FOUND
  - CALCULATED POINT
  - IRON PIN SET
  - ⊕ BENCHMARK
  - ⊕ PIPE BOLLARD/ POST
  - ⊕ FIRE HYDRANT
  - ↑ SIGN
  - SIGNAL POLE
  - UTILITY POLE
  - GAS VALVE
  - ⊕ GAS METER
  - ⊕ WATER METER
  - ⊕ STAND PIPE
  - ⊕ WATER VALVE
  - ⊕ LIGHT POLE
  - ⊕ GUY WIRE
  - ⊕ SANITARY MANHOLE
  - ⊕ STORM MANHOLE
  - ⊕ ELECTRIC MANHOLE
  - ⊕ COMMUNICATIONS MANHOLE
  - ⊕ MAILBOX
  - ⊕ ELECTRIC TRANSFORMER
  - ⊕ ELECTRIC METER
  - ⊕ DECIDUOUS TREE
  - ⊕ CONIFEROUS TREE
  - ⊕ DROP BOX INLET
  - ⊕ CURB BOX INLET
  - ⊕ COMMUNICATIONS PEDESTAL
  - ⊕ CLEAN OUT
- BOUNDARY LINE  
 --- EASEMENT  
 --- FENCING  
 --- LANDSCAPING  
 --- SETBACK/BUFFER  
 --- TREE LINE  
 --- (ex) --- EX COMMUNICATIONS LINE  
 --- UGE(ex) --- EX UNDERGROUND ELECTRIC  
 --- G(ex) --- EX GAS LINE  
 --- OHE(ex) --- EX OVERHEAD ELECTRIC  
 --- SS(ex) --- EX SANITARY SEWER  
 --- SD(ex) --- EX STORM SEWER  
 --- W(ex) --- EX WATERLINE  
 --- CL --- CENTERLINE  
 --- (R/W) --- RIGHT OF WAY

LEGAL REFERENCES USED FOR THIS SURVEY

- RECORDED DEEDS: RECORDED PLATS:
- aa.) D. Bk. 16128 Pg. 4
  - bb.) D. Bk. 10177 Pg. 0245
  - cc.) D. Bk. 2545 Pg. 256
  - dd.) D. Bk. 3041 Pg. 321
  - ee.) D. Bk. 16319 Pg. 69
  - ff.) D. Bk. 704 Pg. 289
  - aa.) P. Bk. 31 Pg. 12
  - bb.) P. Bk. 95 Pg. 42
  - bb.) P. Bk. 33 Pg. 56-57

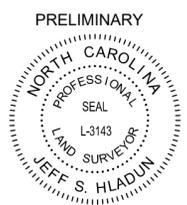


Parcel Line Table

Line #	Length	Direction	Line #	Length	Direction
L1	45.27'	N54° 03' 02"W	L11	402.44'	N53° 59' 52"W
L2	45.30'	S54° 04' 16"E	L12	214.65'	S29° 38' 55"W
L3	10.00'	N35° 59' 23"E	L13	429.16'	N54° 32' 59"W
L4	446.56'	S54° 00' 37"E	L14	14.91'	N12° 14' 46"W
L5	204.45'	N29° 38' 36"E	L15	10.03'	S54° 33' 17"E
L7	10.00'	S35° 18' 53"W	L16	10.09'	S29° 45' 24"W
L8	418.16'	N54° 33' 17"W	L17	10.07'	S54° 45' 36"E
L10	10.00'	S54° 01' 16"E			

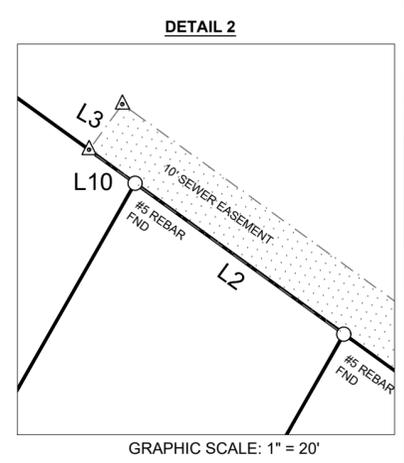
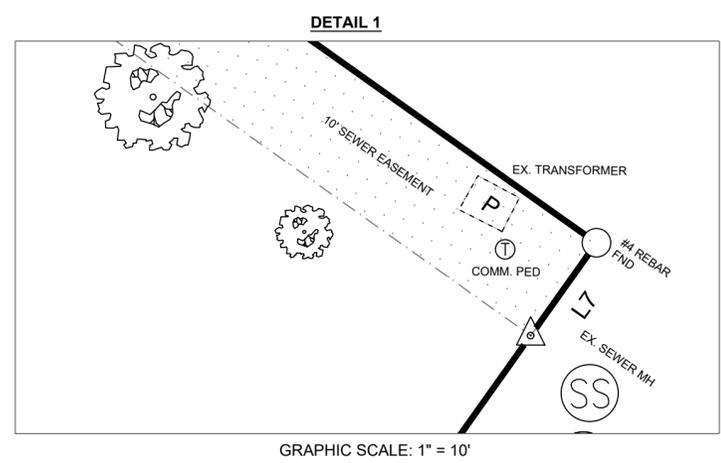
Curve Table

Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	103.49	255.00	23.25	N65° 41' 07"W	102.78
C2	177.01	205.00	49.47	S78° 44' 39"E	171.56
C3	146.80	205.00	41.03	N56° 00' 03"E	143.68



"I, JEFF S. HLADUN, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTION RECORDED IN BOOK 16373, PAGE 24, BOOK 16373, PAGE 2, BOOK 6254, PAGE 141); THAT THE RATIO OF PRECISION OF THE UNADJUSTED FIELD SURVEY IS 1:21,000, AND THAT THE SURVEY AND MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA, BOARD RULE 21 56.1600."  
 Witness my original signature, license number and seal this 25th day of APRIL, 2024.

Seal  
 Professional Land Surveyor L-5105



**A BOUNDARY SURVEY and Sewer Easement for Timothy Phelps**

LEGAL LOCATION & SOURCE OF TITLE  
 PARCELS OF LAND, taken from various Plats (BOOK 31 PAGE 12, BOOK 33 PAGE 57-57, BOOK 95 PAGE 42), TOWNSHIP #10, TOWN OF MIDLAND, CABARRUS COUNTY, NORTH CAROLINA

RECORD OWNER: TIMOTHY & VONDA PHELPS

STREET ADDRESS: 9579 MILLEN DR HARRISBURG, NC 28075

JEFF HLADUN  
 LAND SURVEYOR

6325 GOOD NEWS DR.  
 CHARLOTTE, NC 28215  
 Phone (704) 900-8152

MAP DATE: 04-25-2024  
 FILE PATH D:\My Drive\Personal\Jeff Hladun\Dallas Caudle  
 PARCEL ID # 10-018A-0019.00  
 PIN 55532648660000

EMAIL: HLADUNSURVEYING@CAROLINA.RR.COM

DRAWN BY: LUCAS C. 04-25-24  
 FIELD CREW: LUCAS C. 4-23-24  
 CHECKED BY: JEFF H. 04-25-24

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: Deer Run Subdivision
2. Name and address of owner(s)/developer(s): Tim Phelps 9579 Millen Drive,  
Harrisburg, N.C. 28075 (Owner)
3. Owner(s)/developer(s) telephone: 980 253-5318 Fax: \_\_\_\_\_
4. Name and address of surveyor/engineer: Lucas Campbell
5. Surveyor/engineer's telephone: 704 400-8967 Fax: \_\_\_\_\_
6. Name, telephone and fax number, and address of agent (if any): \_\_\_\_\_  
No agent
7. Name and address of person to whom comments should be sent: \_\_\_\_\_  
Tim Phelps (same as above)
8. Telephone number of person to whom comments should be sent: 980 253-5318  
Fax: \_\_\_\_\_
9. Location of property: 4301 & 4309 White Tail Lane, Midland NC 28107
10. Cabarrus County P.I.N.#: 55532710180000, 55532648660000
11. Current zoning classification: SFR
12. Total acres: 1.91, 1.85 Total lots proposed: 2
13. Brief Description of development: Build a single family residence home, to be closer to daughter and family. Lots are accessible to water and electric.  
All homes on White Tail Lane are connected to public sewer line. Would like to access public sewer line at manhole cover located at 4335 White Tail Lane. Easement will be surveyed and recorded with Cabarrus County
14. Proposed Construction Schedule 6 months to 1 year

15. Type of Service requested Sewer and water. Properties are not suitable for septic systems

1/23/2024

Date

*Tim Phelps*  
Signature of Owner/Agent

\_\_\_\_\_  
Name (printed)

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

**Staff Use Only:**

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

Date: Tuesday, April 16, 2024

**Site Development Description & Location:** 11920 Sam Black Road, Midland, NC 28107 (PIN5535605134000)

A 1.28-acre parcel located within the Midland jurisdiction is zoned SFR.

**Area Water and Sewer Utility Description:** Public water is available within Sam Black Road right of way. Public gravity sanitary sewer is not available within the vicinity of this parcel.

The property owner/developer shall be responsible for any required system modifications and/or extensions to ensure service to the proposed site development. In accordance with Chapter 62 of the Code of the City of Concord, it is the sole responsibility of the owner or the developer to extend water and sewer infrastructure from existing service points and secure any right(s)-of-way/easements as may be necessary to meet site development needs unless the needed utility extension has been identified and approved in the City's capital improvement plan.

Any upgrades to the existing infrastructure that are required to provide adequate service to the property are the financial responsibility of the owner or developer. In addition, it is the responsibility of the owner or developer to confirm all information regarding physical locations, sizes, and materials of pipes; and confirm that the water flow and pressure and sewer capacities of the existing (or any proposed) infrastructure are adequate to meet the required usage and fire protection demands in accordance with federal, state, and local codes and ordinances.

THIS IS NOT A CONTRACT, NOR IS IT AN OFFER TO CONTRACT. THIS IS NOT CONSIDERED VESTING FOR SEWER FLOW ALLOCATION APPROVAL, NOR IS CONSIDERED AN OFFER OF SEWER FLOW ALLOCATION APPROVAL BY THE CITY. Please note that the actual horizontal and vertical locations of the water and sewer mains with the associated appurtenances should be verified by survey. In accordance with Chapter 62 of the Code of the City of Concord, it is the sole responsibility of the owner or the developer to extend water and sewer infrastructure from existing service points and secure any right(s)-of-way as may be necessary to meet project needs unless the needed utility extension has been identified and approved in the City's capital improvement plan. The City makes no warranty of merchant ability or fitness for any purpose, express or implied, and assumes no legal responsibility for the information contained herein.

**Applicant/Contacts:**  
 Mark and Aleigha Tucker (Owners)  
 1295 A.J. Tucker Loop Rd, Midland NC 28107  
 Phone: (704) 796-4445 | Email: [Lori@abetterchoiceins.com](mailto:Lori@abetterchoiceins.com)

Rich Huffman, Agent  
 Newton Custom Homes & Realty,  
 300 E John St Suite 142, Matthews, NC 28105  
 Phone: (704) 684-0642 | Email: [info@newtonchr.com](mailto:info@newtonchr.com)



4/16/2024, 11:56:02 AM

Pressure Main Type

- <all other values>
- Air Release
- Blow Off

- Bypass
- Chemical Injection
- Distribution Main
- Interconnect

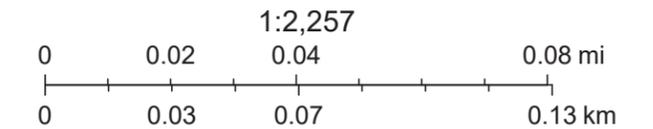
- Pipe Bridge
- Sampling Station
- Transmission Main
- Unknown Line Type

Hydrants

- <all other values>
- City
- Not Active

- Private
- Centerline
- Parcels

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 Sensitive information not to be copied or distributed without the express written consent of the City of Concord. In compliance with North Carolina Public Record Law, all information provided was created for the City's internal use. The City of Concord, its agents and employees shall not be held liable for any errors in the data. This includes errors of omission, commission, error concerning the content of the data, and relative and positional accuracy of the data. The data cannot be construed to be a legal document. Any resale of this data is strictly prohibited in accordance with North Carolina General Statute 132-10 and shall be considered confidential information vital to national security under exemption 1 and/or a trade secret or commercial information that is confidential under exemption 4 of the Freedom of Information Act.  
 City of Concord  
 PO Box 308, Concord,  
 North Carolina 28026-0308  
 704-920-5425



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

1. Name of development: \_\_\_\_\_
2. Name and address of owner(s)/developer(s): \_\_\_\_\_  
\_\_\_\_\_
3. Owner(s)/developer(s) telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
4. Name and address of surveyor/engineer: \_\_\_\_\_  
\_\_\_\_\_
5. Surveyor/engineer's telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
6. Name, telephone and fax number, and address of agent (if any): \_\_\_\_\_  
\_\_\_\_\_
7. Name and address of person to whom comments should be sent: \_\_\_\_\_  
\_\_\_\_\_
8. Telephone number of person to whom comments should be sent: \_\_\_\_\_  
Fax: \_\_\_\_\_
9. Location of property: \_\_\_\_\_
10. Cabarrus County P.I.N.#: \_\_\_\_\_
11. Current zoning classification: \_\_\_\_\_
12. Total acres: \_\_\_\_\_ Total lots proposed: \_\_\_\_\_
13. Brief Description of development: \_\_\_\_\_  
\_\_\_\_\_
14. Proposed Construction Schedule \_\_\_\_\_  
\_\_\_\_\_
15. Type of Service requested \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Owner/Agent

\_\_\_\_\_  
Name (printed)

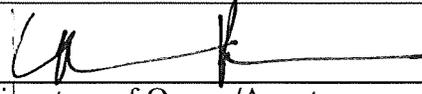
**NOTE:** *By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.*

<b>Staff Use Only:</b>	
Received by: _____	Date: _____

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

1. Name of development: Carolina Thomas - Midland
2. Name and address of owner(s)/developer(s): Carolina Thomas Development, LLC  
6327 Burnt Poplar Road, Greensboro, NC 27409
3. Owner(s)/developer(s) telephone: 336-851-1718 Fax: \_\_\_\_\_
4. Name and address of surveyor/engineer: FEI Civil Engineers and Land Surveyors  
Andrew Christ, PE, 8518 Triad Dr, Colfax NC 27235
5. Surveyor/engineer's telephone: 336-544-6438 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: \_\_\_\_\_  
Andrew Christ, PE, 8518 Triad Dr, Colfax, NC 27235
8. Telephone number of person to whom comments should be sent: 336-544-6438  
Fax: \_\_\_\_\_
9. Location of property: 2575 NC Hwy 24-27
10. Cabarrus County P.I.N.#: 5544299780000
11. Current zoning classification: C 24/27
12. Total acres: 10.61 Total lots proposed: 1
13. Brief Description of development: New School Bus Commercial Building with parking for  
Sales, Retail, and Repair.
14. Proposed Construction Schedule June 1, 2024
15. Type of Service requested Water- 2.5" Domestic and 6" Fire

4/22/24  
Date

  
Signature of Owner/Agent  
Kelly Rivera  
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: \_\_\_\_\_



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City of Concord  
PO Box 308, Concord,  
North Carolina 28026-0308  
704-920-5425

Date: Tuesday, April 22, 2024

Applicant/Contacts:  
Andrew Christ, PE  
FEI Civil Engineers and Land Surveyors  
8518 Triad Dr, Colfax, NC 27235  
Phone: (336) 544-6438 | Email: [achrist@feiconsulting.com](mailto:achrist@feiconsulting.com)

Owner:  
Bob Price  
Carolina Thomas Development, LLC  
6327 Burnt Poplar Rd, Greensboro, NC 27409  
Phone: (336) 851-1718

**Site Development Description & Location:** 2575 NC Hwy 24/27, Midland, NC 28107 (PIN55442997800000) A 10.61-acre parcel located within the Midland jurisdiction is zoned C24/27.

**Area Water and Sewer Utility Description:** Public water is available within Hwy 24/27 right of way. Public gravity sanitary sewer is not available within the vicinity of this parcel.

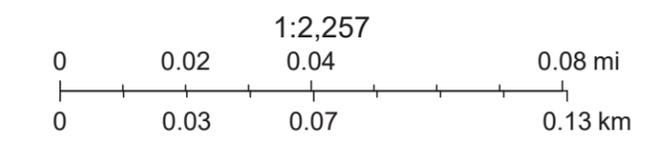
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The City makes no warranty of merchant ability or fitness for any purpose, express or implied, and assumes no legal responsibility for the information contained herein.

4/23/2024, 9:07:21 AM

Private Water Line	Raw Control Valves	Raw Water Fittings	Unknown Valve Type	Air Release	Unknown Line Type	Reducer	Air Control	Meters	Wheel	Fitting	Sewer Gravity Main
Cap/Plug	<all other values>	<all other values>	Abandoned Water Lines	Blow Off	Laterals	Saddle Tap	Back Flow Control	System Valves	Private Cleanout	<all other values>	Sewer Laterals
Cross	Air Control	Bend	Abandoned Water Features	Bypass	Fittings	Sleeve	Blow-Off	<all other values>	Private Sewer Line	SBend	Cleanout Structure
Gate Valve	CV Air Release	Cap/Plug	<all other values>	Chemical Injection	<all other values>	Tap	Double Check	Ball	Private Maholes	SCap	SDropManhole
Other	Simple Check	Tap	Unknown	Distribution Main	Bend	Tapping Sleeve	Unknown Fitting	Butterfly	Abandoned Sewer Line	SCoupling	SStandardManhole
Reducer	Unknown Valve Type	Tee	Valve	Interconnect	Cap/Plug	Tee	Hydrants	Gate	Abandoned Manhole	SReducer	SSummitManhole
Tee	Raw Water Line	Raw System Valve	Meter	Pipe Bridge	Coupling	Unknown Fitting	<all other values>	Hydrant Gate	Sewer Pressurized Main	STap	SUnknownMHType
Wheel Valve	<all other values>	<all other values>	Reduced Pressure Backflow	Sampling Station	Expansion Joint	Wye	City	Not Active	SForce	STee	Centerline
	Raw Transmission Line	Butterfly	Pressure Main Type	Transmission Main	Lateral Tee	Control Valves	Private	Private	SPipeBridge	SWeir	Parcels
		Gate	<all other values>			<all other values>				SWye	



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# **Strategic Plan**

**Vision:** Concord will be a vibrant and sustainable community where innovation, inclusion, and partnerships provide opportunities for all to thrive.

**Mission:** The City of Concord enhances the quality of life by providing excellent service, planning for the future, and collaborating with our community.

**Values:**

- **Accountability:** We take ownership of our actions.
- **Communication:** We inform and engage coworkers and the community.
- **Teamwork:** We work collaboratively to provide excellent service.

**Goal 1: Deliver Effective and Efficient City Government**

*The City of Concord will recruit and retain a highly talented, diverse workforce, and responsibly steward its resources.*

1. Develop and adhere to existing recruitment and retention policies to ensure a highly talented team.
2. Provide robust learning and growth opportunities by leveraging internal resources to promote career development.
3. Ensure the financial stability of the City.
4. Forecast long-range operational costs for all programs and future capital needs.
5. Provide sustainable, streamlined, and agile information technology services.
6. Achieve, maintain, and exceed industry standards and certifications.

**Goal 2: Create Economic Opportunities for Individuals and Businesses**

*The City of Concord will encourage economic vitality through business expansion, job creation, and diverse housing development.*

1. Support business expansion and job creation initiatives.
2. Expand housing choices.
3. Promote mixed-use developments that enhance economic development.

**Goal 3: Promote a Safe and Connected City**

*The City of Concord will invest in services, programs, and infrastructure that improve safety and enhance mobility.*

1. Enhance community safety through collaboration and technology.
2. Actively evaluate, plan, and invest in future mobility needs.
3. Improve mobility and connectivity for all.

#### **Goal 4: Invest in Innovative and Sustainable City Infrastructure**

*The City of Concord will be a leader in innovative and sustainable practices to maintain high-quality infrastructure.*

1. Improve existing practices and develop new methods for resource conservation.
2. Implement industry best practices in design and operational procedures.
3. Monitor growth and maintain capacity of utilities and City facilities.
4. Evaluate and implement sustainable energy where practical.

#### **Goal 5: Develop Unique Places and Destinations**

*The City of Concord will be a regional destination known for its distinctive parks and attractions, strong neighborhoods, and vibrant downtown.*

1. Invest in being a destination for unique attractions.
2. Enhance the City's park system.
3. Cultivate the Partnership for Stronger Neighborhoods Program.

#### **Goal 6: Leverage Communication and Partnerships**

*The City of Concord will actively engage with internal and external stakeholders to accomplish its mission inclusively and effectively.*

1. Build collaborations with regional stakeholders and media relationships.
2. Use technology to enhance communication with residents and employees.
3. Unify internal communications to strengthen public messaging.
4. Engage the public through educational programming and events.
5. Provide opportunities for community input.
6. Engage in regional, state, and federal partnerships.

**RESOLUTION TO PARTICIPATE IN NORTH CAROLINA  
COOPERATIVE LIQUID ASSETS SECURITIES SYSTEMS**

A resolution authorizing the City of Concord, North Carolina (the "City") to join with other political subdivisions of the State of North Carolina as a Participant ("Participant") in the North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS) (the "Trust") to pool funds for investment.

WHEREAS, the provisions of Section 159-30 of the General Statutes of North Carolina, as amended ("N.C. Gen. Stat."), provide the guidelines for any local government or public authority of the State of North Carolina (a "Local Government" or "Local Government Unit") to invest idle funds;

WHEREAS, under N.C. Gen. Stat. § 159-30(c)(10), moneys may be invested in a commingled investment pool established by interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 through 160A-464 (a "Local Government Investment Pool"), if the investments of the Local Government Investment Pool are limited to those qualifying for investment under N.C. Gen. Stat. § 159-30(c) or other laws of the State of North Carolina governing the investment of monies of a Local Government Unit ("Permitted Investments");

WHEREAS, certain Local Government Units have executed an Interlocal Agreement dated March 1, 2023 (the "Original Interlocal Agreement" and as supplemented and amended the "Interlocal Agreement") for the purpose of creating the Trust or executed a joinder agreement for purposes of joining the Original Interlocal Agreement;

WHEREAS, the Trust is governed by the terms of an Indenture of Trust dated as of March 1, 2023 (the "Indenture"), which provides for the deposit of the pooled idle funds in the Trust and the investment of such funds in only Permitted Investments;

WHEREAS, the City desires to become a party to the Interlocal Agreement and a Participant in the Trust.

NOW, THEREFORE, it is hereby RESOLVED by the City Council (the "Governing Body") of the City as follows:

1. The Governing Body hereby approves the City becoming a party to the Interlocal Agreement and its participation in the Trust, which is governed by the Indenture.

2. The Governing Body authorizes the execution and delivery of a joinder agreement to Interlocal Agreement (the "Joinder Agreement") substantially in the form presented at this meeting, together with such changes, modifications and deletions as may be approved by the City's Finance Director (the "Finance Officer"). The approval of the Joinder Agreement will be evidenced conclusively by the execution and delivery of the Joinder Agreement by the Finance Officer.

3. The Finance Officer is hereby authorized to take or cause to be taken any and all such other actions as they may determine in their discretion to be to be necessary or advisable or in the best interest of the City in order to effectuate, complete and carry out the intent and purposes of the foregoing resolutions and the management, supervision, and investment of the City's idle funds, including, but not limited to, the execution of all depository forms or other documents required by the administrator, the custodian or the investment advisor of the Trust and execution of amendments to the Interlocal Agreement entered into for the purpose of (i) adding an additional Participant to the Trust or (ii) which do not have financial implications for the City.

4. The Governing Body hereby approves the Finance Officer to serve as the City's Authorized Representative under the Interlocal Agreement and the Indenture and in such capacity shall remain responsible for the management, supervision and investment of the City's idle funds.

The undersigned hereby certifies that the City Council has enacted this Resolution, or another form of Resolution, a copy of which is enclosed, and that such Resolution is a true and correct copy of the original which is in my possession.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

## JOINDER AGREEMENT TO INTERLOCAL AGREEMENT

North Carolina Cooperative Liquid Assets Securities System  
(North Carolina CLASS)

**This JOINDER AGREEMENT TO INTERLOCAL AGREEMENT** (this "Joinder Agreement") is dated \_\_\_\_\_, 2024, and is between the current Parties listed in Exhibit A (the "Existing Parties"), and **CITY OF CONCORD, NORTH CAROLINA**, a local government and body politic and corporate of the State of North Carolina ("City of Concord");

A. The provisions of Section 159-30 of the General Statutes of North Carolina, as amended ("N.C. Gen. Stat."), enable any local government or public authority of the State of North Carolina (a "Local Government" or "Local Government Unit") to invest idle funds.

B. Under N.C. Gen. Stat. § 159-30(c)(10), moneys may be invested in a commingled investment pool established by interlocal agreement pursuant to N.C. Gen. Stat. § 160A-460 through 160A-464 (a "Local Government Investment Pool"), if the investments of the Local Government Investment Pool are limited to those qualifying for investment under N.C. Gen. Stat. § 159-30(c) or other laws of the State of North Carolina governing the investment of monies of a Local Government Unit.

C. The Existing Parties are parties to an Interlocal Agreement dated March 1, 2023 (the "Original Interlocal Agreement" and as supplemented and amended, the "Interlocal Agreement"), executed for the purposes of establishing a Local Government Investment Pool, known as the "North Carolina Cooperative Liquid Assets Securities System (North Carolina CLASS)" (the "Trust").

D. Certain of the Existing Parties were the Parties to the Original Interlocal Agreement and the remaining Existing Parties joined the Interlocal Agreement by amendment or joinder agreement, and Exhibit A is the list of the current Parties to the Interlocal Agreement.

E. The City of Concord desires to become a Party to the Interlocal Agreement for purposes of becoming Participant in the Trust.

F. The purpose of this Joinder Agreement is to comply with the requirements of Section 1.03 of the Original Interlocal Agreement which sets out the requirements to be satisfied as a condition of becoming a Party to the Interlocal Agreement and a Participant in the Trust.

**NOW, THEREFORE**, the parties hereto agree as follows:

1. The City of Concord agrees (i) to become a Party to the Interlocal Agreement, (ii) to become a Participant in the Trust and (iii) to be bound by the terms and provisions of the Interlocal Agreement and the Indenture.

2. The City of Concord hereby represents and warrants that:

a. the City of Concord has full power and authority to execute, deliver and perform under this Joinder Agreement, which has been duly authorized by resolution approved by the City of Concord's City Council;

b. the representations contained in Section 3.01 of the Original Interlocal Agreement are true and correct in all material respects with the same effect as though such representations and warranties had been made on the date hereof; and

c. the City of Concord has received and reviewed a copy of the Indenture of Trust and the Information Statement.

3. Capitalized words and terms used in this Joinder Agreement and not defined herein shall have the same meanings in this Joinder Agreement as such words and terms are given in the Interlocal Agreement.

4. This Joinder Agreement may be executed in several counterparts, each of which when so executed shall be deemed to be an original, and such counterparts together shall constitute but one and the same instrument that shall be sufficiently evidenced by any such original counterpart.

[Signature Pages Follow]

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be executed in their corporate names by their duly authorized officers, all as of the date first above written.

**CITY OF CONCORD,  
NORTH CAROLINA**

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

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

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

**ATTEST:**

This instrument is approved as to form and legal sufficiency.

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

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

**ACKNOWLEDGED:**

**NORTH CAROLINA COOPERATIVE LIQUID  
ASSETS SECURITIES SYSTEM (NORTH  
CAROLINA CLASS)**

By: \_\_\_\_\_  
Name: Drew Holland  
Title: Chairman

**EXHIBIT A**

**EXISTING PARTICIPANTS<sup>1</sup>**

Town of Hope Mills, NC

Lincoln County, NC

City of New Bern, NC

City of Rocky Mount, NC

Gaston County, NC

Town of Holden Beach, NC

City of Hickory, NC

Richmond County, NC

City of Burlington, NC

Harnett County, NC

Town of Knightdale, NC

Buncombe County, NC

Village of Bald Head Island, NC

Mecklenburg County, NC

Roanoke Rapids Sanitary District

Town of Trent Woods, NC

Town of Waynesville, NC

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<sup>1</sup> To be updated at execution.

NORTH CAROLINA

CABARRUS COUNTY

## PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (“Agreement”) is entered into this \_\_\_day of April, 2024 by and between 7475 Zephyr Place, LLC, a North Carolina Limited Liability Company (“Zephyr” or “Assignor”) and JI Air, LLC, a North Carolina Limited Liability Company (“JI Air” or “Assignee”).

WHEREAS, Zephyr is the Tenant of a Land Lease Agreement with the City of Concord (“City”) as Landlord dated April 17, 2018 and amended and restated as of February 21, 2022 (the “Lease”) for premises known as 7475 Zephyr Place, Concord, North Carolina and being 19,740 square feet located at City of Concord Regional Airport at Lot SB-3, City of Concord, Cabarrus County, North Carolina, as the same are described more particularly in the Lease (the “Premises”);

WHEREAS, the Premises has certain improvements constructed upon it including an airplane hangar consisting of approximately 8,208 square feet (the “Improvements”). The Lease, Premises and the Improvements may be referred to collectively as the “Property”;

WHEREAS, JI Air wishes to assume the remaining term of the Lease and purchase the improvements from Zephyr together with all appurtenant easements for ingress, egress and utilities, and other appurtenances thereto, together with all permits, licenses, agreements, water rights and other intangibles owned or utilized by or for the benefit of Zephyr in connection therewith.

NOW THEREFORE, in consideration of the mutual agreements herein, and other good and valuable consideration, the adequacy and sufficiency of which is hereby acknowledged, Zephyr agrees to assign the Lease and to sell the Improvements to JI Air and JI Air agrees to accept the assignment of the Lease and to purchase the Improvements from Zephyr, subject to the following terms and conditions:

### **1. Purchase Price and Payment**

1.1 Purchase Price. The total purchase price for the Property shall be ONE MILLION FOUR HUNDRED FIFTY THOUSAND and no/100 DOLLARS (\$1,450,000.00) (the “Purchase Price”), payable in cash at Closing.

1.2 [This paragraph is intentionally left blank.]

1.3 Prorations. Ad valorem taxes, rent and other matters of income and expense, if any, and other items customarily prorated in transactions of this kind shall be prorated as of 11:59 p.m. of the Closing Date. If the amount of the taxes for the year of Closing are not available on the Closing date, such taxes will be prorated based upon the figures for the previous year, and the parties agree that the taxes shall be recalculated within thirty (30) days after receipt of the actual bill for the year of Closing.

#### 1.4 Closing Costs.

a) Zephyr shall pay: Transfer taxes on the transfer, if any; the costs of the recording document(s) to release any liens that Zephyr is required to remove pursuant to Sec. 5 below.

b) JI Air shall pay: The costs of any inspections to be obtained by JI Air, if any; the costs of the title insurance, if any; the costs of other due diligence that JI Air elects to conduct; the costs associated with any loan JI Air intends to take out for the purchase of the Property; the costs of recording any document evidencing the assignment of the Lease and any loan documents obtained by JI Air.

### **2. Inspection Period and Closing**

2.1 Inspection Period. JI Air shall have an inspection period which begins on the Effective Date (as defined below) and ends at 11:59 p.m. thirty (30) days after the Effective Date (the "Inspection Period"). Within three (3) business days of the Effective Date, Zephyr shall deliver to JI Air true, correct and complete copies of the following documents and materials, if any may be in Zephyr's possession: title policy and exception document; boundary and/or as-built surveys; environmental assessment reports; soil report(s); all documents related to the Lease and other information concerning the condition of the Property. JI Air shall have the Inspection Period within which to physically inspect the Property, to conduct its due diligence, and to inspect all books, records and accounts of Zephyr related thereto. JI Air and JI Air's officers, employees, consultants, attorneys and other authorized representatives, shall have the right to reasonable access to the Property and to all records of Zephyr related thereto at reasonable times during the Inspection Period for the purpose of inspecting the Property, reviewing the books and records of Zephyr concerning the Property and otherwise conducting its due diligence review of the Property. JI Air hereby agrees to indemnify and hold Zephyr harmless from any damages, liabilities or claims for property damage or personal injury and mechanics or construction liens caused or created by JI Air and its agents and contractors in the conduct of such inspections and investigations, other than pre-existing conditions merely discovered by JI Air or its agents or contractors. Zephyr shall cooperate with and assist JI Air in making such inspections and reviews and in obtaining any governmental approvals of its contemplated use of the Property. Zephyr shall make available to JI Air such of the foregoing as may be in Zephyr's possession in order to facilitate JI Air's due diligence. Zephyr shall give JI Air any authorizations which may be required by JI Air in order to gain access to records or other information pertaining to the Property or the use thereof maintained by any third party, governmental or quasi-governmental authorities or organizations. The indemnities contained in this section shall survive the termination of this Agreement.

During the Inspection Period and provided that JI Air is satisfied with its due diligence review and this Agreement has not been terminated during such period, JI Air shall diligently pursue and obtain all necessary Approvals (as defined below) for JI Air's Intended Use which for purposes of this Agreement shall mean the use of the Premises as a protective storage facility for aircraft. As used herein, "Approvals" shall mean all necessary approvals and permits necessary for the development of JI Air's Intended Use, including but not limited to (i) approval of the City for the assignment of the Lease; and (ii) any and all discretionary permits and approvals by all

appropriate governmental authorities for JI Air's Intended Use. During the Inspection Period, JI Air, in coordination with Zephyr, shall make application for such Approvals and shall diligently pursue the obtaining of the Approvals. Zephyr and JI Air agree to cooperate fully with each other in securing the Approvals and Zephyr shall execute and deliver, upon request of JI Air, any and all applications, petitions and consents necessary for JI Air to obtain such Approvals, at no cost and expense to Zephyr. In the event JI Air does not have the Approvals (as defined previous) prior to expiration of the Inspection Period, JI Air may extend the Inspection Period for two (2) additional periods of thirty (30) days each.

2.2 JI Air's Termination Right. Prior to the expiration of the Inspection Period, as the same may be extended pursuant to Sec. 2.1 above, JI Air may, in its sole discretion, for any reason or for no reason, elect to terminate this Agreement, which election shall be made by notice to Zephyr prior to the expiration of the Inspection Period, as the same may be extended pursuant to Section 2.1 above. If such notice to terminate is timely given this Agreement and all rights, duties and obligations of JI Air and Zephyr hereunder, except any which expressly survive termination, shall terminate. If no such notice is timely given, this Agreement and all rights, duties and obligations of JI Air and Zephyr hereunder (including without limitation their respective obligations to close the transaction), shall, subject to the terms and conditions hereof, (i) become fully binding; and (ii) JI Air shall deliver within thirty (30) days of termination (for any reason other than a Zephyr default) copies of surveys, traffic studies, geotechnical assessments, and environmental assessments of the Premises that JI Air may have had performed prior to the notice of termination. In the event that JI Air shall elect to extend the Inspection Period due to the failure to obtain Approvals, JI Air may only terminate this Agreement in the event that the Approvals are not obtained prior to the expiration of all extensions.

2.3 Time and Place of Closing. The Closing shall take place at the offices of Hartsell & Williams, P.A. at 10:00 A.M on the date which is fifteen (15) days following the end of the Inspection Period or at such other time and place and in such manner as Zephyr and JI Air may agree.

2.4 [This paragraph is intentionally left blank.]

2.5 Transfer of Certain Items of Personal Property. In addition to the transfer and assignment of the Lease, Zephyr shall also transfer specific personal property contained at the Property as the same shall be listed on a Bill of Sale as set forth in Exhibit A attached hereto and incorporated herein by reference. All other personal property owned by Zephyr shall be removed from the property within thirty (30) days from Closing.

### **3. Warranties, Representations and Covenants of Zephyr**

Zephyr warrants and represents as follows as of the date of this Agreement and as of the Closing and where indicated covenants and agrees as follows:

3.1 Title; Use. Zephyr is the Tenant under the Lease, has not assigned or otherwise transferred its interest in the Lease, and is not in breach thereof or aware of any breaches of the City thereunder and Zephyr shall provide an estoppel certificate, executed by the City, attesting to the same.; Zephyr is the owner in fee simple of all of the Improvements free and clear of all

liens. From and after the date of this Agreement, Zephyr will not take action to change the status of title to the Property. Zephyr's current use of the Premises as an airplane hangar is in compliance with applicable laws, zoning ordinances and matters of record.

3.2 Foreign Investment and Real Property Tax Act. Zephyr is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code, or under any comparable state statutes which are applicable to this transaction. At Closing Zephyr will execute and deliver to JI Air an affidavit regarding such matters. If Zephyr fails to execute and deliver such affidavit, JI Air may deduct and withhold from the Purchase Price such amounts as JI Air may be required to withhold in order to satisfy any of JI Air's tax withholding obligations under such statutes or regulations promulgated pursuant thereto.

3.3 Litigation. Zephyr is not a party to any litigation, condemnation, quasi-judicial, administrative or other proceedings or court order, affecting the Property. Zephyr knows of no pending or threatened litigation, condemnation, quasi-judicial, administrative or other proceedings or court order, affecting the Property, nor any district proceeding, building moratorium, court order, building code provisions, deed restriction or restrictive covenant (recorded or otherwise) or other private or public limitation, which might in any way impede or adversely affect JI Air's Intended Use. Zephyr has not received any notice from any government agency having authority over any of the Property that there is any violation of any rule, regulation, ordinance, permit, development order, development permit, or any other regulation or requirement, promulgated by any government agency or body affecting the Property.

3.4 Other Agreements. Zephyr has not made any commitment or representation to any government authority, or any adjoining or surrounding property owner, and will not make any such commitment or representation during the term of this Agreement. There are no outstanding rights of third parties to use any portion of the Property. There are no outstanding rights of first refusal, options to purchase or purchase and sale agreements in favor of any third party (including the City) with respect to the Property.

3.5 Organization; Authority. Zephyr has full power and authority to enter into and perform this Agreement in accordance with its terms, and the persons executing this Agreement on behalf of Zephyr have been duly authorized to do so.

3.6 Taxes. There are no unpaid taxes arising out of the conduct of Zephyr's business or operation and management of the Property which are or may become a lien against the Property. To Zephyr's knowledge, Property is not currently undergoing revaluation for tax purposes.

3.7 Environmental. Zephyr represents and warrants that it has no actual knowledge of the presence or disposal, except as in accordance with applicable law, within the buildings or on the Property of hazardous or toxic waste or substances, which are defined as those substances, materials, and wastes, including, but not limited to, those substances, materials and wastes listed in the United States Department of Transportation Hazardous Materials Table (49 CFR Part 172.101) or by the Environmental Protection Agency as hazardous substances (40 CFR Part 302.4) and amendments thereto, or such substances, materials and waste, which are or become regulated under any applicable local, state or federal law, including, without limitation, any

material, waste or substance which is (i) petroleum, (ii) asbestos, (iii) polychlorinated biphenyls, (iv) designated as a Hazardous Substance pursuant to Section 311 of the Clean Water Act of 1977 (33 U.S.C. § 1321) or listed pursuant to Section 307 of the Clean Water Act of 1977 (33 U.S.C. § 1317), (v) defined as a hazardous waste pursuant to Section 1004 of the Resource Conservation and Recovery Act of 1976 (42 U.S.C. § 6903) or (vi) defined as a hazardous substance pursuant to Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. § 9601). Zephyr has no actual knowledge of any contamination of the Property from such substances as may have been disposed of or stored on neighboring tracts. Zephyr has no knowledge of burial pits, buried waste, cemeteries, endangered plants or animals, or underground or above ground storage tanks or Hazardous Substances located on, in or under the property or used in connection therewith.

Zephyr shall indemnify, defend (through counsel acceptable to JI Air), and hold JI Air harmless from and against all damages (including, but not limited to, natural resource damages), penalties, fines, claims, liens, suits, liabilities, costs (including, but not limited to, investigative, remediation and/or clean-up costs), losses (including losses on account of the diminution in the value of the Property), judgments and expenses (including attorneys', consultants' or experts' fees and expenses) suffered by or asserted against JI Air as a direct or indirect result of any warranty or representation made by Zephyr in this Agreement being false or untrue in any material respect.

All representations and warranties of Zephyr contained in this Agreement shall survive Closing for twelve (12) months. If Zephyr has or acquires knowledge of any facts rendering any of the foregoing representations and warranties false at any time prior to Closing, Zephyr shall immediately notify JI Air in writing of such facts. If JI Air has or acquires knowledge of any facts rendering any of the foregoing representations and warranties false at any time prior to Closing, JI Air shall immediately notify Zephyr in writing of such facts, and if JI Air elects to close with such knowledge, JI Air shall have no recourse against Zephyr with respect to such representation or warranty after Closing.

#### **4. Possession; Risk of Loss**

4.1 Possession. Possession of the Property will be transferred to JI Air at the conclusion of the Closing.

4.2 Risk of Loss. All risk of loss to the Property shall remain upon Zephyr until the conclusion of the Closing. If, before Closing, any material portion of the Property is damaged by casualty (or is not materially in the same condition), or if any material portion of the Property is taken or threatened by eminent domain, or if there is a material obstruction of access by virtue of a taking by eminent domain, Zephyr shall, within ten (10) days of such damage or taking, notify JI Air thereof and JI Air shall have the option to:

a) terminate this Agreement upon notice to Zephyr given within ten (10) business days after such notice is received from Zephyr; or

b) proceed with the purchase of the Property, in which event Zephyr shall assign to JI Air all Zephyr's right, title and interest in all amounts due or collected by Zephyr under applicable insurance policies or as condemnation awards. In such event, the Purchase Price shall

be reduced by the amount of any insurance deductible to the extent it reduces the insurance proceeds payable.

## **5. Title Matters**

During the Inspection Period, and subject to the terms of the Lease, JI Air may order a current survey from a reputable surveyor. Zephyr warrants that it has not done anything to impair the title. Zephyr shall remove, on or before Closing, any liens removable by the payment of money.

JI Air shall have the right but not the obligation to cause a title examination to be made of the Property and, prior to expiration of the Inspection Period, to deliver notice to Zephyr of any objections to such title (the "Objections") prior to the expiration of the Inspection Period. Upon receipt of such Objections, Zephyr shall have ten (10) days to either: (i) deliver notice to JI Air of its intent and agreement to cure, prior to Closing, all of the Objections at Zephyr's sole cost and expense, with no adjustment to the Purchase Price; or (ii) notify JI Air of its election not to cure any or all of the Objections. In the event Zephyr does not expressly (in writing) agree or refuse to cure any or all of the Objections within such ten (10)-day period, Zephyr shall be deemed to have elected option (i) above with respect to the Objections to which Zephyr does not agree or refuse to cure. If Zephyr responds to any or all of the Objections, and such response does not include an agreement to cure all of the Objections, then JI Air shall have the option to either: (a) terminate this Agreement by delivering a termination notice to Zephyr with neither party having any further obligations in connection with this Agreement unless expressly stated otherwise; or (b) proceed toward Closing and take title to the Property subject to the Objections that Zephyr does not agree to cure. All matters of title as of the Effective Date (excluding all monetary liens, which Zephyr shall be obligated to remove or satisfy no later than Closing) not objected to by JI Air and all Objections Zephyr specifies that it will not cure in its notice under (ii) above shall be deemed the "Permitted Exceptions."

During the pendency of this Agreement, JI Air shall have an ongoing right to request a title check down on the Property. If such title check downs reveal new title matters that appear of record after the effective date of the initial title insurance commitment which are not consented to by JI Air, Zephyr shall be obligated to delete such matters of record, and the failure of Zephyr to delete such matters of record shall be deemed an event of default under this Agreement.

## **6. Conditions Precedent**

6.1 Conditions Precedent to JI Air's Obligations. The obligations of JI Air under this Agreement are subject to satisfaction or written waiver by JI Air of each of the following conditions or requirements on or before the Closing Date:

- a) The title insurance commitment shall have been issued and "marked up" through Closing, subject only to Permitted Exceptions.
- b) The physical and environmental condition of the Property shall not have changed from the Effective Date, ordinary wear and tear excepted.

c) JI Air shall have received all Approvals for JI Air's Intended Use as the same are set forth in Paragraph 2.1 herein;

d) All utilities necessary for the construction and operation of JI Air's Intended Use shall be available with adequate capacity to the boundary of the Property.

e) JI Air shall have received the following in form reasonably satisfactory to JI Air:

i) An assignment executed by Zephyr and the City as set forth on Exhibit B;

ii) An estoppel executed by the City as described in Sec. 3.1 herein;

iii) A Bill of Sale for the Improvements and an Assignment of Intangibles as well as a separate Bill of Sale for the personal property executed by Zephyr;

iv) An owner's affidavit, non-foreign affidavit and such further instruments of conveyance, transfer and assignment and other documents as may be required by the title insurance company in order to effectuate the provisions of this Agreement and the consummation of the transactions contemplated herein;

v) Resolutions of Zephyr authorizing the transactions described herein and the authority of the signatories of the closing documents, certified by the appropriate officer of Zephyr;

vi) Such other documents as JI Air or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

6.2 Conditions Precedent to Zephyr's Obligations. The obligations of Zephyr under this Agreement are subject to JI Air having delivered to Zephyr at or prior to the Closing the balance of the Purchase Price and such other customary documents as Zephyr or the title insurance company may reasonably request to effect the transactions contemplated by this Agreement.

## **7. Breach; Remedies**

7.1 Breach by Zephyr. In the event of a breach of Zephyr's covenants, representations or warranties herein, JI Air may elect to (i) pursue specific performance of Zephyr's obligation to convey the Property to JI Air in accordance with the provisions hereof, or (ii) terminate this Agreement.

7.2 Breach by JI Air. In the event of a breach of JI Air's covenants or warranties herein and the failure of JI Air to cure such breach within ten (10) business days after written notice from Zephyr, Zephyr's sole legal and equitable remedy shall be to terminate this Agreement and the parties shall have no further rights, claims, liabilities or obligations under this Agreement (except as survive termination).

## 8. Miscellaneous

### 8.1 USA Patriot Act.

None of the funds to be used for payment by JI Air of the Purchase Price will be subject to 18 U.S.C. §§ 1956-1957 (Laundering of Money Instruments), 18 U.S.C. §§ 981-986 (Federal Asset Forfeiture), 18 U.S.C. §§ 881 (Drug Property Seizure), Executive Order Number 13224 on Terrorism Financing, effective September 24, 2001, or the United and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, H.R. 3162, Public Law 107-56 (the "US Patriot Act").

JI Air is not, and will not become, a person or entity with whom U.S. persons are restricted from doing business with under the regulations of the Office of Foreign Asset Control ("OFAC") of the Department of Treasury (including those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order (including the September 24, 2001 Executive Order Blocking Property and Prohibiting Transactions With Persons Who Commit, Threaten to Commit, or Support Terrorism), the USA Patriot Act, or other governmental action.

8.2 Commissions. Zephyr and JI Air represent to each other that neither Zephyr (in the case of Zephyr's representation) nor JI Air (in the case of JI Air's representation) has dealt with nor does it have any knowledge of any broker or other person who has or may have any claim against Zephyr, JI Air or the Property for a brokerage commission, finder's fee or like payment arising out of or in connection with this transaction. JI Air agrees to indemnify and hold Zephyr harmless from any other such claim arising by, through or under JI Air, and Zephyr agrees to indemnify and hold JI Air harmless from any other such claim arising by, through or under Zephyr.

8.3 Notices. All notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement shall be in writing, signed by the party or its counsel identified below, and shall be sent by personal delivery or overnight courier service or facsimile transmission (followed the same day by personal service or overnight courier service), at the addresses set forth below:

As to Zephyr: 7475 Zephyr Place, LLC  
Attn: Doug Yates  
297 Rolling Hill Rd.  
 Mooresville, NC 28117  
Telephone: (704)799-6216  
Email: [dyates@roushyates.com](mailto:dyates@roushyates.com)

With a copy to: Culp Elliott & Carpenter, P.L.L.C.  
Attn: Christopher E. Hannum & Logan T. Judy  
6801 Morrison Blvd., Ste. 400  
Charlotte, NC 28211  
Telephone: (704) 973-5320  
Email: [ceh@ceclaw.com](mailto:ceh@ceclaw.com); [ltj@ceclaw.com](mailto:ltj@ceclaw.com)

As to JI Air: JI Air, LLC  
Attn: Felix Miclat  
288 Concord Parkway N. (overnight delivery)  
PO Box 5107 (regular mail)  
Concord, NC 28027  
Telephone: (704) 699-9831  
Email: [fmiclat@marburgerauto.com](mailto:fmiclat@marburgerauto.com)

With a copy to: Hartsell & Williams, P.A.  
Attn: Michael R. Burgner  
71 McEachern Blvd.  
PO Box 368  
Concord, NC 28025  
Telephone: (704) 786-5161  
Email: [mburgner@hwpalaw.com](mailto:mburgner@hwpalaw.com)

Any such notice or demand so served, shall constitute proper notice hereunder upon receipt (provided that refusal to accept delivery shall constitute receipt).

8.4 Attorneys' Fees. Both Parties to this Agreement are being represented by separate counsel and shall be responsible for the payment of their own attorney's fees. In the event of any dispute, litigation or other proceeding between the parties hereto to enforce any of the provisions of this Agreement or any right of either party hereunder, the unsuccessful party to such dispute, litigation or other proceeding shall pay to the successful party all costs and expenses, including reasonable attorneys' fees, incurred at trial, on appeal, and in any arbitration, administrative or other proceedings, all of which may be included in and as a part of the judgment rendered in such litigation. Any indemnity provisions herein shall include indemnification for such costs and fees. This section shall survive the Closing or a prior termination hereof.

8.5 Effective Date. The Effective Date of this Agreement shall be the business day on which the last of JI Air and Zephyr have executed this Agreement and circulated the signed Agreement to the other party.

8.6 Time. Time is of the essence in relation to the Inspection Period under this Agreement, provided that if any date upon which some action, notice or response is required of any party hereunder occurs on a weekend or national holiday, such action, notice or response shall not be required until the next succeeding business day.

8.7 Governing Law. This Agreement shall be governed by the laws of the state of North Carolina.

8.8 Successors and Assigns. The terms and provisions of this Agreement shall be binding upon and shall inure to the benefit of the heirs, successors and assigns of the parties. No third parties, including any brokers or creditors, shall be beneficiaries hereof or entitled to any rights or benefits hereunder. All parties shall have the right to assign this Agreement to an

affiliated entity. An affiliated entity for purposes hereof shall include any entity which is wholly owned by a party or by a parent of a party, or any entity in which a party or a parent of a party has an equity interest and is a general or managing partner/member.

8.9 Section 1031 Exchange. JI Air acknowledges that Zephyr may effect a like-kind exchange under Section 1031 of the Internal Revenue Code of 1986, as amended (the "Code"). Accordingly, JI Air agrees that it will cooperate with Zephyr to effect a tax-free exchange in accordance with the provisions of Section 1031 of the Code and the regulations promulgated with respect thereto. Zephyr shall be solely responsible for any additional fees, costs or expenses incurred in connection with the like-kind exchange contemplated by this paragraph, and JI Air shall not be required to incur any debt, obligation or expense in accommodating Zephyr hereunder. In no event shall Zephyr's ability or inability to effect a like-kind exchange, as contemplated hereby, in any way delay the Closing or relieve Zephyr from its obligations and liabilities under this Agreement. Zephyr hereby agrees to indemnify and hold harmless JI Air from any liability, losses or damages incurred by JI Air in connection with or arising out of the Section 1031 like-kind exchange, including but not limited to any tax liability.

8.10 Facsimile or .pdf. Signatures to this Agreement transmitted by telecopy or email (.pdf) shall be valid and effective to bind the party so signing. Each party agrees to promptly deliver an execution original to this Agreement with its actual signature to the other party, but a failure to do so shall not affect the enforceability of this Agreement, it being expressly agreed that each party to this Agreement shall be bound by its own telecopied or emailed signature and shall accept the telecopied or emailed signature of the other party to this Agreement. Counterpart signature pages are acceptable.

8.11 [This paragraph is intentionally left blank.]

8.12 Further Assurances. If at any time after Closing, Zephyr or JI Air shall consider or be advised that any further deeds, assignments or assurances in law or any other acts are reasonably necessary, desirable or proper (i) to best perfect or confirm, of record or otherwise, in JI Air, the title to the Property, or (ii) otherwise carry out the purposes of this Agreement, Zephyr and JI Air each agree that it shall execute and deliver all such deeds, assignments and assurances in law and do all acts reasonably necessary, desirable or proper to vest, perfect and confirm title to such Property in JI Air, and otherwise to carry out the purposes of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Purchase Agreement as of the day and year first above written.

JI Air/Assignee:

**JI AIR, LLC**, a North Carolina limited liability company

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

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

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

Date of Execution: \_\_\_\_\_

Zephyr/Assignor:

**7475 Zephyr Place, LLC**, a North Carolina limited liability company

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

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

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

Date of Execution: \_\_\_\_\_

## EXHIBIT A

### BILL OF SALE FOR PERSONAL PROPERTY

- Detached Storage Building
- Living Room
  - Couch and Chair with Ottoman
  - Big Screen TV
- (8) Custom Built Bar Stools by Gasser Chair
- Kitchen Appliances including stove, dishwasher, microwave and refrigerator

EXHIBIT B

NORTH CAROLINA

CABARRUS COUNTY

ASSIGNMENT AND ASSUMPTION OF LEASE

THIS ASSIGNMENT AND ASSUMPTION OF LEASE (this "Assignment") is made as of the \_\_\_\_ day of \_\_\_\_\_, 2024, by and between 7475 Zephyr Place, LLC, a North Carolina limited liability company ("Assignor"), JI AIR, LLC, a North Carolina Limited Liability Company ("Assignee"), and City of Concord, a political subdivision of the State of North Carolina ("Lessor").

RECITALS:

A. Assignor entered into that certain Lease Agreement with Lessor dated April 17, 2018 and amended and restated as of February 21, 2022 (the "Lease") for 19,740 square feet of land more particularly known as Lot SB-3 at the Concord Regional Airport (the "Leased Premises").

B. Assignor and Assignee have entered into that certain Purchase Agreement with an effective date of \_\_\_\_\_, 2024, whereby Assignor has agreed to sell and assign the remaining term of the Lease, as well as all improvements and fixtures constructed by Assignor on the Leased Premises and Assignee has agreed to assume all right, title, and interest of Assignor in the Leased Premises as well as assume the Assignor's obligations remaining under the terms of the Lease.

C. Pursuant to Section 19 of the Lease, the consent of Lessor is required for the assignment of the Lease and in consideration of Assignee's acceptance and assumption of the obligations of Assignor under the Lease, Lessor has agreed to consent to Assignor's assignment of the Lease to Assignee, to accept the Assignee as Lessee under the Lease, and to release Assignor from all obligations under the Lease, all upon the terms set forth herein.

NOW, THEREFORE, for and in consideration of the foregoing Recitals and other good and valuable consideration paid by each to the other, the receipt and legal sufficiency of which are hereby acknowledged, Assignor, Assignee and Lessor do hereby covenant and agree as follows:

1. Defined Terms. Capitalized terms used but not defined in this Assignment shall have the meanings set forth in the Lease.

2. Effective Date. This Assignment is contingent upon the closing of the transactions contemplated by the Purchase Agreement and shall take effect on the Closing Date as defined in the Purchase Agreement ("Effective Date").

3. Assignment and Assumption. Assignor hereby assigns and transfers to Assignee all of Assignor's right, title and interest as "Lessee" in and to the Lease, and Assignee accepts such assignment and agrees to perform and be bound by all terms, covenants and conditions of the Lease to be performed by and binding on the "Lessee" thereunder on or after the Effective Date.

4. Consent to Assignment and Release of Assignor. Lessor consents to the foregoing assignment and accepts the Assignee as "Lessee" under the Lease, and Assignee agrees to perform and be bound as by all terms, covenants and conditions of the Lease to be performed by and binding on the "Lessee" on and after the Effective Date. Lessor releases Assignor from all obligations of the "Lessee" arising on and after the Effective Date.

5. Indemnity and Hold Harmless. Assignor hereby agrees to indemnify, defend and hold harmless Assignee from and against any and all claims, costs, damages, expenses and liabilities arising under the Lease prior to the Effective Date. Assignee hereby agrees to indemnify, defend and hold harmless Assignor from and against any and all claims, costs, damages, expenses and liabilities arising under the Lease from and after the Effective Date.

6. Miscellaneous.

a. This Assignment constitutes the entire understanding between the parties hereto with respect to the subject matter contained herein, and there have been not oral agreements or promises which have not been set forth herein.

b. Except as expressly set forth in this Assignment, the Lease has not been further modified or amended, and the parties hereby ratify and confirm the Lease as amended. In the event of any conflict between the provisions of this Assignment and the provisions of the Lease, the provisions of this Assignment shall control.

c. This Assignment may be executed in multiple counterparts, each of which, when taken together, shall constitute one and the same original instrument. Execution and delivery of this Assignment by electronic means (including, without limitation, facsimile transmission and transmission of a scanned copy version of the document in Adobe Acrobat format by e-mail) shall serve to fully bind the party so executing and delivering such counterpart of this Assignment.

IN WITNESS WHEREOF, the parties have signed this instrument as of the day and year first set forth above.

ASSIGNOR:

7475 Zephyr Place, LLC

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

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

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

ASSIGNEE:

**JI AIR, LLC**, a North Carolina limited liability company

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

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

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

Date of Execution: \_\_\_\_\_

LESSOR:

City of Concord

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

Print Name: Lloyd Wm. Payne, Jr.

Title: City Manager

Attest:

\_\_\_\_\_

\_\_\_\_\_, City Clerk

Approved as to Form

\_\_\_\_\_

City Attorney

## VersaMax Adult Restroom Changing Table

Perfect for Public / Customer/  
Commercial Restrooms

Powered Adjustment, Wall  
Mounted, Folding

Adult size accommodates everyone --  
babies, children and adults

Powder lacquered stainless steel.  
Plastics (PVC, Polystyrene).  
Compact laminate.  
Designed for easy clean-up.  
Stain resistant construction.  
No removable parts.  
No exposed cables.  
Secure fittings.  
Integrated controls.  
Optional mattress available.

Expected service life: 10 years  
(institutional use) with recommended  
maintenance.

Retrofit friendly.  
Anchors to wood blocking, masonry  
or concrete.  
Mounting hardware included.



Manual Fold:  
SKU: R8594572000  
EAN: 5708590358154  
Previous version: R8594

Electric Fold:  
SKU: R8595572000  
EAN: 5708590356952  
Previous version: R8595

Electric Fold with Wall Control:  
SKU: R8595572000 / R8489  
EAN: 5708590356952  
Previous version: R8595 / R8489

- Accommodates anyone who can't use a toilet.
- Tamper/vandal resistant.
- Choose manual or electric folding mechanism.
- Includes side rail, safety belt, wired hand control.

## VersaMax Powered Adult Changing Table

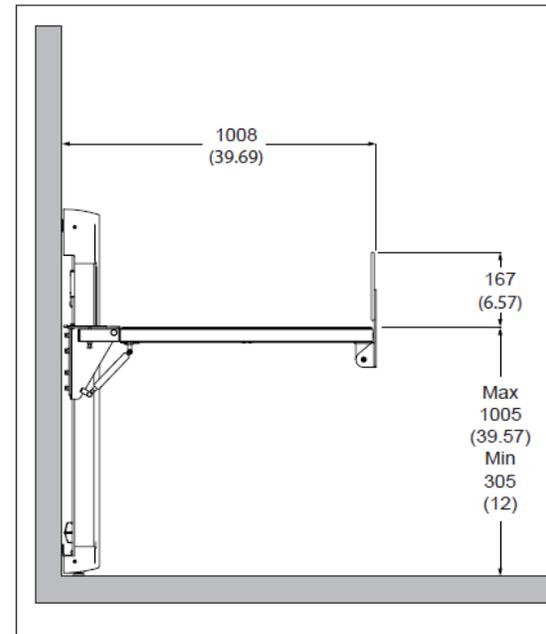
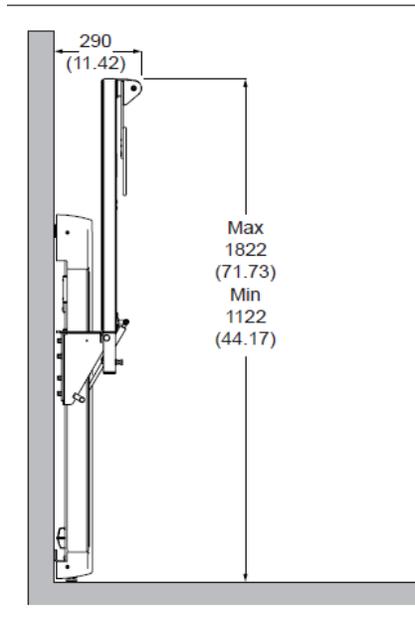
Table: 32" wide x 72" long  
Projection from wall:

- Folded: 11"
- Unfolded: 39.25"

Adjusts from 12" to 39.5"

Weight capacity: 440 lbs

Delivery: 1-2 weeks



Operates at 24v / 1amp via 120v wall outlet.  
Integrated transformer and US 8' power cord included.  
Linak liquid tight actuator and control system.  
Noise level: 48 decibel. Whisper quiet.  
All components, including hand control, are sealed, waterproof, and UL listed.

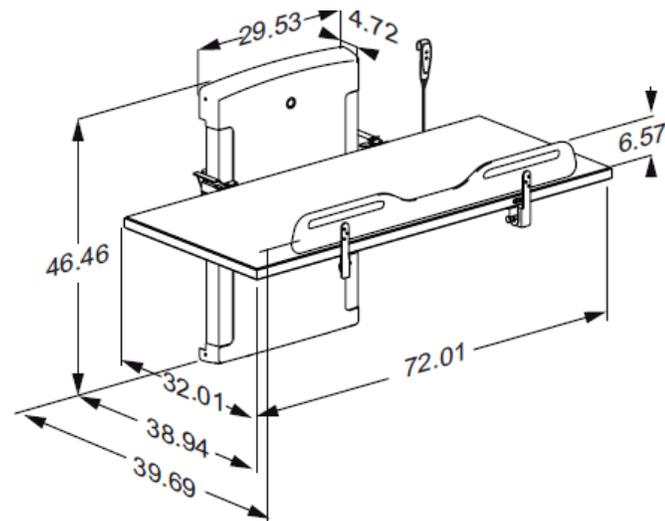
### Installation Drawing

### Mounting Instructions:

[Manual Fold](#)

[Electric Fold](#)

[Electric Fold with Wall Control Box](#)



Recycling Information: [See User's Guide](#)

Product price and shipping discount when purchasing multiple units.

[Limited five year warranty.](#)

Exceptional service since 1991.

Complete online pricing and quote requests.

**Go beyond ADA. Take Abilities to the MAX !!**



## The KB3000-AHL Adult Changing Station



**Koala Kare™**

A Division of Bobrick

# KB3000-AHL — Adult Changing Station

## Designed to Be More Inclusive

Too often, it is a struggle for families and caregivers of adolescents and adults with special needs or disabilities to find an adequate means of changing in public. Whether it is traveling through an airport or train station, attending a sporting event, or simply visiting a museum, families with special needs requirements have very limited options (if any at all). In many instances, they may have to skip going out in public altogether.

For 35 years, Koala Kare products has been the leader in commercial baby changing stations. Now, we are excited to offer our first Special Needs Changing Station, the KB3000-AHL, expanding our product offerings to address the needs of all families. In addition to contemporary design and durability, the KB3000's table is height adjustable, which reduces the risk of injury for caregivers during changing. This unit will be a lifeline connecting those with special needs and disabilities to the public locations that they want and need to be able to visit.

- **Approximately 30% of the U.S. population has a disability**

- **65% of families with disabled children feel isolated frequently or all the time**

- **83% of disabled people avoided inaccessible or unwelcoming businesses**

## Prioritizing Safety

- Working load of up to 500 lbs.
- Emergency stop.
- Comes with back-up battery in case of power outage.
- Tested to ISO Standard 60601-1 and -2

## Easy to Use

- Table height adjusts from 12" to 41" from the floor.
- Height is easily adjusted using electronic control buttons on the wall panel or the front guard of unit.
- Curved dip in front of guard for easier caregiver access.

## Unmatched Durability

- Designed specifically for public areas.
- Vandal-resistant changing surface rated to IK10.
- Suitable for wet environments with rust-free frame.

## Hygienic

- Crevice-free design.
- Smooth surface that is easy to wipe down and disinfect.



# Specifications

Changing Surface Size:  
75 5/16" (1913mm) L x 31 1/2" (800mm) W

Height Range:  
12" (300mm) - 41" (1040mm)

Safe Working Load: 500 lbs (227kg)

Depth (Closed): 9 23/32" (247 mm)

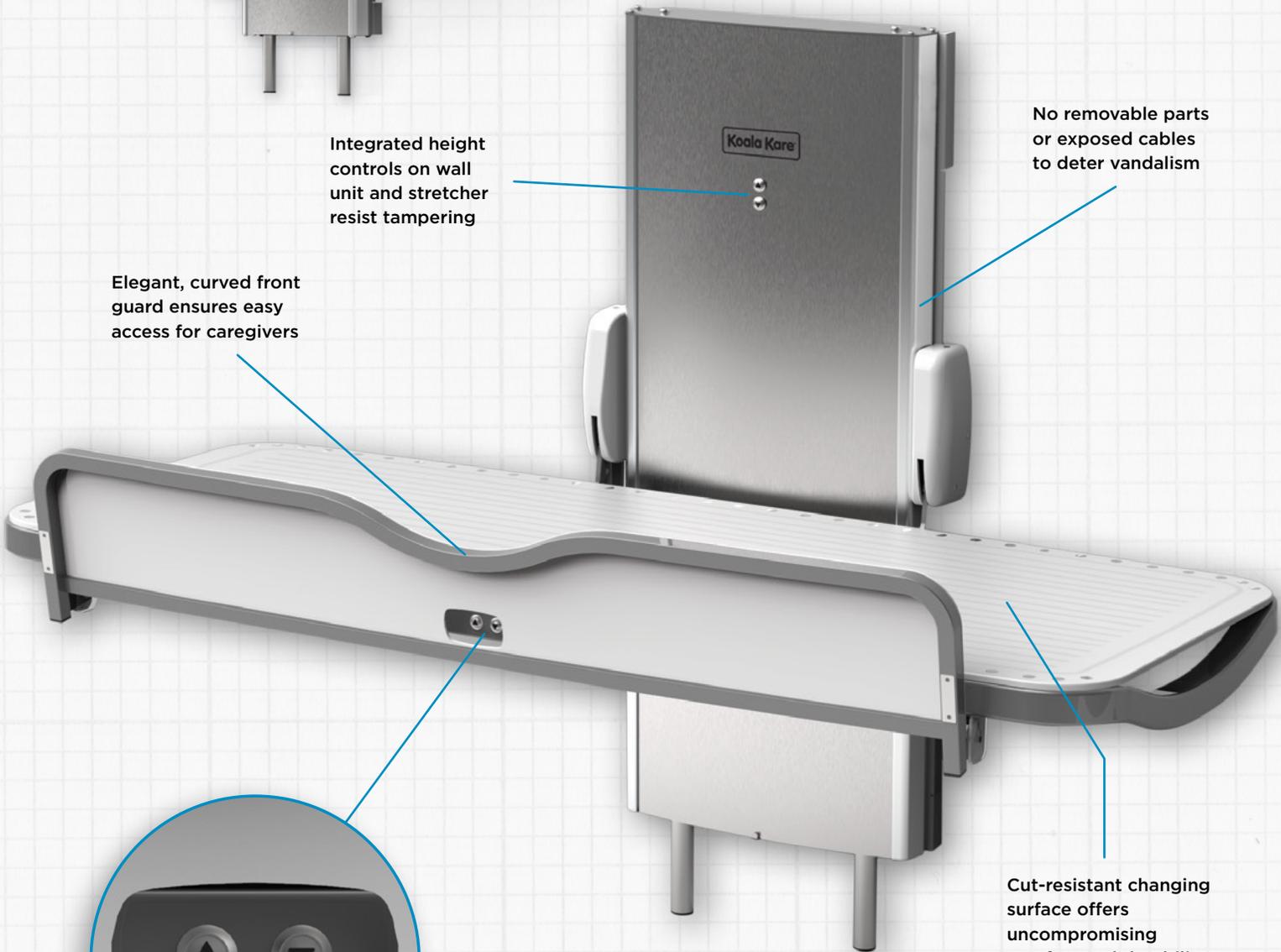
Changing station  
in closed position



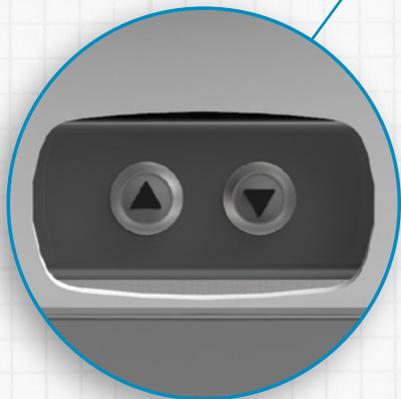
Integrated height  
controls on wall  
unit and stretcher  
resist tampering

Elegant, curved front  
guard ensures easy  
access for caregivers

No removable parts  
or exposed cables  
to deter vandalism



Cut-resistant changing  
surface offers  
uncompromising  
comfort and durability



Integrated height  
controls on wall  
unit and stretcher  
resist tampering

**Koala Kare**

A Division of Bobrick

## Compliance

Koala Kare Products is committed to safety and compliance with relevant industry standards.

The KB3000-AHL unit has the following testing/ratings:

- ISO 60601
- IK10: Resistant to high impact and sharp objects
- IPX4: Can withstand significant exposure to water without damage to its electrical components

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## Warranty Information

Three-year warranty applies to normal use environments. Terms and conditions apply.

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## Installation

For installation instructions, videos and other resources, please visit the KB3000 product page at [www.koalabear.com/product-catalog/kb3000-ahl/](http://www.koalabear.com/product-catalog/kb3000-ahl/)



A Division of Bobrick

Koala Kare Products  
6982 S. Quentin Street  
Centennial, CO 80112

[Koalabear.com](http://Koalabear.com)

AHCS Brochure March 2024

DEDICATED BY  
**Willow's Wish**  
FOUNDATION

Customer:  
**Willow's Wish-Acrylic  
Plaque**

Shop-Pick-up

Drawing #:

Date:  
**11/09/2023**

Revision:

Customer Approval:

Date:

Sales:  
**M.S. Crutchfield**

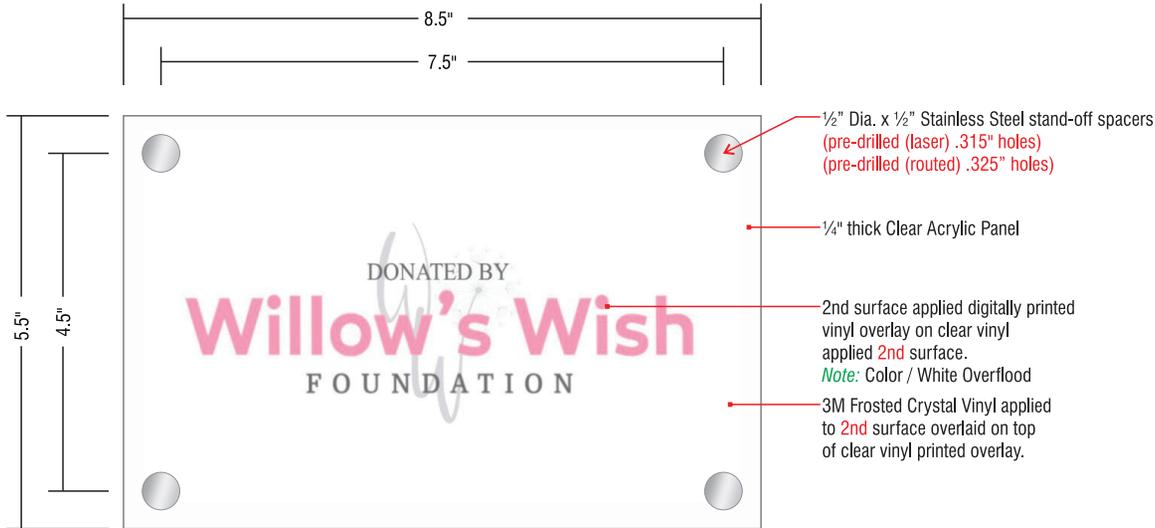
Design: **D. Doerflinger** Check by:

This design is the property of CASCO SIGNS, Inc. and remains our property until sign is purchased. Any attempt to reproduce this design or use by others for any purpose, without written consent is subject to prosecution to the fullest extent allowed by law.

All components & installations are approved & listed by  UL LISTED COMPONENTS LABORATORIES

Drawing Type:  
**Sales**

**casco**  
**signs**  
INCORPORATED



**A** S/F 1/4" Clear Acrylic w/ Printed Graphics and Frosted Vinyl Backing  
Scale: 1:2 (Half of Actual Size) (Qty. 1)

**Color Notes**

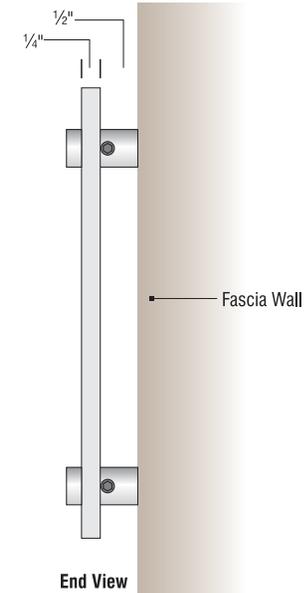
 MBS LBL512-12 Stand-Off Mount (Stainless Steel Brushed)

 1/4" Clear Acrylic - panel

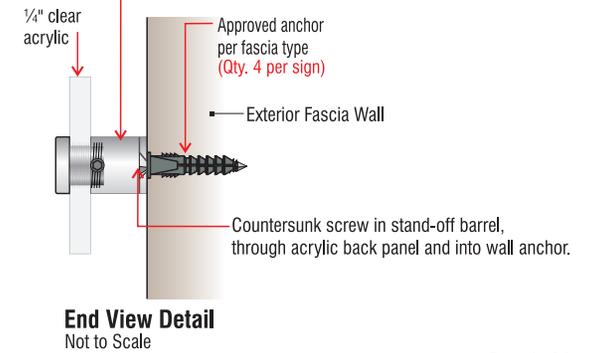
 Digitally Printed Graphics - Clear Vinyl, 2nd Surface overlay (Back of Panel)

 3M Frosted Crystal Vinyl - 2nd Surface Overlay (Back of Panel)

**Vector Art Needed**  
Vector artwork of logo needs to be provided prior to production.



(Qty. 4 per sign)  
MBS LBL512-12 (Tamper Proof)  
Stand-Off Mount  
1/2" Dia. x 1/2"



**U.S. Department of Justice**  
Office of Justice Programs  
Bureau of Justice Assistance



---

**Solicitation Title:** BJA FY 24 Invited to Apply — Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program

**Assistance Listing Number:** 16.753

**Grants.gov Opportunity Number:** O-BJA-2024-172101

**Solicitation Release Date:** April 23, 2024

**Step 1: Application Grants.gov Deadline:** 8:59 p.m. Eastern Time on May 23, 2024

**Step 2: Application JustGrants Deadline:** 8:59 p.m. Eastern Time on June 6, 2024

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# Synopsis

## Program Description Overview

The [U.S. Department of Justice](#) (DOJ), [Office of Justice Programs](#) (OJP), [Bureau of Justice Assistance](#) (BJA) is seeking applications for funding from applicants invited to apply.

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

With this solicitation, BJA seeks to support projects designated for funding in the Consolidated Appropriations Act, 2024 (Public Law 118-42) to improve the functioning of the criminal justice system, to prevent or combat juvenile delinquency, and to assist victims of crime (other than compensation).

This program furthers the DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights.

## Eligibility

- Other

BJA sent an invitation to apply to all eligible recipients, which are limited to those identified in the Congressional Joint Explanatory Statement (JES) for the projects designated for funding in the [Consolidated Appropriations Act, 2024](#). A list of the projects designated for funding in FY24 can be found here: [FY24 Appropriations](#). The legal name (or "doing business as" name) associated with the applicant's unique entity identifier (UEI) as registered in the System of Award Management (SAM) must coincide with the recipient listed in the JES.

Prospective applicants still uncertain of eligibility after reviewing this section should contact the agency using the information below to confirm status before starting or submitting an application.

## Agency Contact Information

For assistance with the requirements of this solicitation, contact the OJP Response Center by phone at 800-851-3420 or 301-240-6310 (TTY for hearing-impaired callers only) or email [grants@ncjrs.gov](mailto:grants@ncjrs.gov). The OJP Response Center operates from 10:00 a.m. to 6:00 p.m. Eastern Time (ET) Monday–Friday and from 10:00 a.m. to 8:00 p.m. ET on the solicitation close date.

## Application Submission Information

### Registration

Before submitting an application, all applicants must register with the [System for Award Management \(SAM\)](#).

### Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See the [Submission Dates and Time](#) section for the Grants.gov and JustGrants application deadlines.

**Step 1:** The applicant must register for this opportunity in Grants.gov at <https://grants.gov/register> and submit by the Grants.gov deadline the required [Application for](#)

[Federal Assistance standard form \(SF-424\)](#) and a [Disclosure of Lobbying Activities \(SF-LLL\)](#). See the [Submission Dates and Time](#) section for application deadlines.

**Step 2:** The applicant must submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://JustGrants.usdoj.gov). See the [Submission Dates and Time](#) section for application deadlines.

# Program Description

## Program Description Overview

With this solicitation, BJA seeks to support projects designated for funding in the Consolidated Appropriations Act, 2024 (Public Law 118-42) to improve the functioning of the criminal justice system, to prevent or combat juvenile delinquency, and to assist victims of crime (other than compensation).

The explanatory statement regarding the Consolidated Appropriations Act, 2024 (Public Law 118-42) lists the designated projects, which the Act incorporates by reference, as stated in relevant part, below:

- \$350,028,000 is for discretionary grants to improve the functioning of the criminal justice system, to prevent or combat juvenile delinquency, and to assist victims of crime (other than compensation), which shall be made available for the OJP—Byrne projects, and in the amounts, specified in the table titled “Community Project Funding/Congressionally Directed Spending” included for this division in the explanatory statement described in section 4 (in the matter preceding division A of this consolidated Act[.]

Public Law No. 118-42, div. C, title II (2024).

## Statutory Authority

Department of Justice Appropriations Act, 2024 (Public Law No. 118-42)

## Specific Information

This funding is for discretionary grants to improve the functioning of the criminal justice system, to prevent or combat juvenile delinquency, and to assist victims of crime (other than for compensation). Funding shall be used for the OJP-Byrne projects, and in the amounts, specified in the table titled “Community Project Funding/Congressionally Directed Spending” included in the explanatory statement, which is incorporated by reference into Public Law No. 118-42.

Note that this solicitation is only for OJP-Byrne projects to be administered by BJA. Separate solicitations will be open, and invitations sent for projects to be administered by OJP’s Office of Juvenile Justice and Delinquency Prevention (OJJDP), National Institute of Justice (NIJ), and Office for Victims of Crime (OVC).

No funds provided under this program may be used, directly or indirectly, to provide any security enhancements or any equipment to any nongovernmental entity that is not engaged in criminal justice or public safety.

OJP will issue awards with a period of performance beginning March 9, 2024, the enactment date of the DOJ Appropriations Act, 2024, unless applicants request a later start date. Costs incurred on/after March 9, 2024, or the requested start date, if different, but prior to issuance of an award and approval of the project budget by OJP may be reimbursed, but are incurred at the applicant’s own risk, as authorized costs will be limited to those approved by OJP.

**Note: Funding will only be provided for the specific OJP-Byrne projects designated for funding in the Consolidated Appropriations Act, 2024 (Public Law No. 118-42). Further,**

**BJA cannot approve any changes to the purpose of the project after an award has been made.**

### **Solicitation Goals and Objectives**

The goal of this program is to improve the functioning of the criminal justice system, prevent or combat juvenile delinquency, and assist victims of crime (other than compensation) in geographic areas designated in the Consolidated Appropriations Act, 2024 (Public Law No. 118–42). Objectives and deliverables are directly related to the performance measures that show the completed work’s results, as discussed in the “Application and Submission Information” section.

### **Federal Award Information**

#### **Awards, Amounts, and Durations**

Anticipated Number of Awards: 377

Anticipated Maximum Dollar Amount per Award: Awards will be up to \$4,500,000 (individual award amounts not to exceed amounts specified in the JES)

Period of Performance Start Date: March 9, 2024 (unless applicants request a later start date, which must be the first day of a month and no later than October 1, 2024)

Period of Performance Duration (Months): 12 to 48-months (applicants should propose a period of performance that is anticipated to be sufficient for meeting project goals)

Anticipated Total Amount To Be Awarded Under Solicitation: \$277,518,000

#### **Availability of Funds**

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and to any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this solicitation is intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, or entities, its officers, employees, or agents, or any other person.

#### **Type of Award**

OJP expects to make awards under this funding opportunity as grants. See the “[Administrative, National Policy, and Other Legal Requirements](#)” section of the [Application Resource Guide](#) for a brief discussion of important statutes, regulations, and award conditions that apply to many (or in some cases, all) OJP grants.

#### **Cost Sharing or Matching Requirement**

This solicitation does not require a match.

#### **Eligibility Information**

For eligibility information, [see the Synopsis section](#).

# How To Apply

## Application Resources

When preparing and submitting an application, the following resources may aid prospective applicants:

1. Grants.gov [“How to Apply for Grants”](#)
2. OJP [“How To Apply”](#) section in the [Application Resource Guide](#)
3. JustGrants [Application Submission Training](#)

This solicitation (notice of funding opportunity) incorporates guidance provided in the [OJP Grant Application Resource Guide](#) (Application Resource Guide), which provides additional information for applicants to prepare and submit applications to OJP for funding. **If this solicitation requires something different from any guidance provided in the [Application Resource Guide](#), the difference will be noted in this solicitation and the applicant is to follow the guidelines in this solicitation, rather than the guidance in the [Application Resource Guide](#) that is in conflict.**

## How To Apply

### Registration

Before submitting an application, all applicants must register with the System for Award Management (SAM.gov). An applicant must renew their registration every 12 months. If an applicant does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent application submission in Grants.gov and JustGrants. Applicants are encouraged to start the SAM.gov registration process at least 30 days prior to the application deadlines. Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not complete the process in time and will not be considered for late submission.

### Submission

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants.

**Step 1:** After registering with SAM.gov, the applicant must submit the **SF-424** and **SF-LLL** in Grants.gov at <https://grants.gov/register> by the Grants.gov deadline. **To leave time to address any technical issues that may arise, an applicant should submit the SF-424 and SF-LLL as early as possible.** If an applicant fails to submit in Grants.gov by the deadline, they will be unable to apply in JustGrants. Applicants can confirm Grants.gov submission by verifying their application status shows as “submitted” or “agency tracking number assigned.”

**Step 2:** The applicant must then submit the **full application**, including attachments, in JustGrants at [JustGrants.usdoj.gov](https://justgrants.usdoj.gov) by the JustGrants deadline.

OJP recommends that applicants submit the complete application package in JustGrants as soon as possible. Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare all the requirements of the application. Applicants may save their progress in the system and add to or change the application as needed prior to hitting the “Submit” button at the end of the application in JustGrants.

An applicant will receive emails when successfully submitting in Grants.gov and JustGrants and should maintain all emails and other confirmations received from SAM.gov, Grants.gov, and JustGrants systems.

For additional information, see the “How To Apply” section in the [Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

### **Submission Dates and Time**

The **SF-424 and the SF-LLL** must be submitted in Grants.gov by 8:59 p.m. Eastern Time on May 23, 2024.

The **full application** must be submitted in JustGrants by 8:59 p.m. Eastern Time on June 6, 2024.

### **Application and Submission Information**

#### **Content of the SF-424 in Grants.gov**

The SF-424 must be submitted in Grants.gov. It is a required standard form used as a cover sheet for submission of pre-applications, applications, and related information. See the [Application Resource Guide](#) for additional information on completing the SF-424. **In box 15 “Descriptive Title of Applicant's Project” of the SF-424, the applicant must enter the project title exactly as it appears in the Congressional Joint Explanatory Statement (JES). The legal name (or “doing business as” name) associated with the applicant’s unique entity identifier (UEI) as registered in the System of Award Management (SAM) must coincide with the recipient listed in the JES.**

In Section 8F of the SF-424, please include the name and contact information of the individual **who will complete the application in JustGrants**. JustGrants will use this information (*email address*) to assign the application to this user in JustGrants.

**Intergovernmental Review:** This funding opportunity is subject to [Executive Order \(E.O.\) 12372](#). An applicant may find the names and addresses of State Single Points of Contact (SPOCs) at the following website: <https://www.whitehouse.gov/wp-content/uploads/2023/06/SPOC-list-as-of-2023.pdf>. If the applicant’s state appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the state’s process under E.O. 12372. On the SF-424, an applicant whose state appears on the SPOC list is to make the appropriate selection in response to question 19, once the applicant has complied with its State E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting “Program is subject to E.O. 12372 but has not been selected by the state for review.”

#### **Content of the JustGrants Application Submission**

##### **Entity and User Verification (First Time Applicant)**

For first time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from [DIAMD-NoReply@usdoj.gov](mailto:DIAMD-NoReply@usdoj.gov)) to the individual listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after this individual receives confirmation from Grants.gov of their SF-424 and SF-LLL submissions. Register the Entity Administrator (the person who manages who can access JustGrants on behalf of the applicant), the Application Submitter, and Authorized Representative for the applicant with JustGrants as early as possible and (recommended) not

later than 48-72 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Find additional information on JustGrants Application Submission in the [Application Resource Guide](#).

### ***Standard Applicant Information***

The “Standard Applicant Information” section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and make edits as needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and verify and confirm the organization’s unique entity identifier, legal name, and address. **The project title entered must match the project title from the Congressional Joint Explanatory Statement (JES).**

### ***Proposal Abstract***

A Proposal Abstract (no more than 400 words) summarizing the proposed project—including its purpose, primary activities, expected outcomes, the service area, intended beneficiaries, and subrecipients (if known)—must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information. Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. See the [Application Resource Guide](#) for an [example](#) of a proposal abstract.

### ***Data Requested With Application***

The following application elements should be submitted in the web-based forms in JustGrants.

#### ***Financial Management and System of Internal Controls Questionnaire (including applicant disclosure of high-risk status)***

The Financial Management and System of Internal Controls Questionnaire helps OJP assess the financial management and internal control systems, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based Questionnaire form in JustGrants. See the [Application Resource Guide: Financial Management and System of Internal Controls Questionnaire \(including Applicant Disclosure of High Risk Status\)](#) for additional guidance on how to complete the questionnaire.

### ***Proposal Narrative***

**Note: Funding will only be provided for the specific projects in the amounts designated in the Consolidated Appropriations Act, 2024 (Public Law No. 118-42). Thus, the proposal narrative must align with the project title found in the JES.**

The Proposal Narrative should be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point font; have no less than 1-inch margins; and should not exceed 10 numbered pages. Tables, charts, and graphs included in the proposal narrative can be created in a legible font smaller than 12-point and do not count toward the page limit.

The Proposal Narrative must include the following sections:

- a. Description of the Issue: Describe the nature and scope of the problem to be addressed by this project.
- b. Project Design and Implementation: Describe the proposed project and how it will be accomplished.
- c. Capabilities and Competencies: Describe the roles and responsibilities of project staff and explain the project's organizational structure and operations. Management and staffing should be clearly connected to the project design.
- d. Plan for Collecting the Data Required for this Solicitation's Performance Measures: Describe the process for measuring project performance. Identify who will collect the data, who is responsible for performance measurements, and how the information will be used to guide and evaluate the impact of the project.

Note: An applicant is **not** required to submit performance data with the application. Rather, performance measure information is included to provide notice that award recipients will be required to submit performance data as part of each award's reporting requirements.

OJP will require each award recipient to submit regular performance data that show the completed work's results. The performance data directly relate to the solicitation goals and objectives identified in the "[Goals and Objectives](#)" section. Applicants can visit [OJP's performance measurement page](#) at [www.ojp.gov/performance](http://www.ojp.gov/performance) for more information on performance measurement activities.

BJA will require award recipients to submit performance measure data and performance reports in JustGrants. A list of performance measure questions for this program can be found at <https://bja.ojp.gov/sites/g/files/xyckuh186/files/media/document/performance-measures-semiannual-narrative-questions.pdf>.

#### Note on Project Evaluations

An applicant that proposes to use award funds through this solicitation to conduct project evaluations must follow the guidance in the "[Note on Project Evaluations](#)" section in the [OJP Grant Application Resource Guide](#).

#### ***Application Goals, Objectives, Deliverables, and Timeline Web-Based Form***

The applicant will submit the project's goals, objectives, deliverables and timeline in the JustGrants web-based form. This is a summary of the goals, objectives, deliverables, and timeline that relate to the proposal narrative. The applicant will also enter the projected fiscal year and quarter that each objective and deliverable will be completed. Please refer to the [Application Submission Job Aid](#) for step-by-step directions.

- **Goals:** The applicant should describe the project's intent to change, reduce, or eliminate the problem noted in the proposal narrative.
- **Program Objectives and Timeline:** The applicant should include objectives to accomplish its goals. Objectives are specific, measurable actions to reach the project's desired results. The included timelines should be clearly linked to the goal.

- **Deliverables and Timeline:** Project deliverables refer to outputs—tangible (for example, a report or a website) or intangible (for example, greater feelings of safety reported by the community)—that are documented and submitted within the scope of a project. Deliverables include timelines.

#### Deliverables Expected by Award Recipients

Program objectives and deliverables should be included in one timeline.

#### **Budget and Associated Documentation**

##### Funding Restrictions

**Funding will only be provided for the specific projects in the amounts designated in the Consolidated Appropriations Act, 2024 (Public Law No. 118-42). Thus, the costs in the budget must clearly support the project listed in the JES.**

No funds provided under this program may be used, directly or indirectly, to provide any security enhancements or any equipment to any nongovernmental entity that is not engaged in criminal justice or public safety.

Absent sufficiently specific authorization in the Consolidated Appropriations Act, 2024 (Public Law No. 118-42), recipients must comply with restrictions on the use of federal funds for certain [prohibited and controlled expenditures](#) consistent with OJP’s policy implementing Executive Order 14074, “Advancing Effective, Accountable Policing and Criminal Justice Practices To Enhance Public Trust and Public Safety” and OJP/BJA policy prohibiting grant funds for unmanned aircraft systems (UAS), including unmanned aircraft vehicles (UAV), and all accompanying accessories to support UAS or UAV is unallowable.

In addition to the unallowable costs identified in the [DOJ Grants Financial Guide](#), award funds may not be used for the following:

- Rewards, entertainment, prizes, trinkets, or any other monetary incentives
- Client/participant stipends
- Gift cards
- Food and beverage

All recipients and subrecipients (including any for-profit organization) must forgo any profit or management fee.

##### Budget Detail and Narrative Web-Based Form

The applicant will complete the JustGrants web-based budget form, which includes both detailed calculations and budget narrative sections.

For additional information about how to prepare a budget for federal funding, see the “[Application Resource Guide](#)” section on [Budget Preparation and Submission Information](#) and the technical steps to complete the budget form in JustGrants in the [Complete the Application in JustGrants: Budget](#) training.

##### Prior Approval, Planning, and Reporting of Conference/Meeting/Training Costs

OJP strongly encourages every applicant that proposes to use award funds for any conference-, meeting-, or training-related activity (or similar event) to review carefully—before submitting an application—the [Application Resource Guide](#) for information on prior approval, planning, and reporting of conference/meeting/training costs.

### [Costs Associated With Language Assistance \(if applicable\)](#)

If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable. See the [Application Resource Guide](#) for information on costs associated with language assistance.

### [Budget/Financial Attachments](#)

#### [Pre-Agreement \(Pre-Award\) Costs \(if applicable\)](#)

Pre-agreement costs are defined as costs requiring approval incurred by the applicant prior to the start date of the period of performance of the federal award. OJP does not typically approve pre-agreement costs. If a successful applicant, in anticipation of the federal award, but before the start date of the period of performance, incurs costs which are necessary for efficient and timely performance of the funded project, those costs may not be charged to the award. See the “Costs Requiring Prior Approval” section in the [DOJ Grants Financial Guide Post-Award Requirements](#) for more information.

#### [Indirect Cost Rate Agreement \(if applicable\)](#)

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary to the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for facility operation and maintenance, depreciation, and administrative salaries. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III – VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. If applicable, an applicant with a current federally approved indirect cost rate agreement will upload it as an attachment in JustGrants. See the [DOJ Financial Guide](#) for additional information on [Indirect Cost Rate Agreement](#).

#### [Consultant Rate \(if applicable\)](#)

Costs for consultant services require prior approval from OJP. If the proposed project expects to fund consultant services, compensation for individual consultant services is to be reasonable and consistent with that paid for similar services in the marketplace. See the [DOJ Grants Financial Guide](#) for information on the consultant rates, which require prior approval from OJP.

#### [Limitation on Use of Award Funds for Employee Compensation for Awards Over \\$250,000; Waiver \(if applicable\)](#)

If an applicant proposes to hire employees with federal award funds, for any award of more than \$250,000 made under a funding opportunity, an award recipient may not use federal funds to pay total cash compensation (salary plus cash bonuses) to any employee of the recipient at a rate that exceeds 110 percent of the maximum annual salary payable to a member of the federal government’s Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. See the [Application Resource Guide](#) for information on the “Limitation on Use of Award Funds for Employee Compensation for Awards over \$250,000; Waiver.”

#### [Disclosure of Process Related to Executive Compensation \(if applicable\)](#)

This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its “Disclosure of Process Related to Executive Compensation” provisions. Applicants to this funding opportunity are not required to provide this disclosure.

### ***Additional Application Components***

#### ***Research and Evaluation Independence and Integrity Statement (if applicable)***

If an application proposes research (including research and development) and/or evaluation, the applicant must demonstrate research/evaluation independence and integrity, including appropriate safeguards, before it may receive award funds. The applicant will upload documentation of its research and evaluation independence and integrity as an attachment in JustGrants. For additional information, see the [Application Resource Guide](#).

### ***Disclosures and Assurances***

The applicant will address the following disclosures and assurances.

#### ***Disclosure of Lobbying Activities***

The SF-LLL attachment that was completed and submitted in Grants.gov is attached to this section.

#### ***Applicant Disclosure of Duplication in Cost Items***

To ensure funding coordination across grant making agencies, and to avoid unnecessary or inappropriate duplication among grant awards, the applicant will disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds. Complete the JustGrants web-based Applicant Disclosure of Duplication in Cost Items form. See the [Application Resource Guide](#) for additional information.

#### ***DOJ Certified Standard Assurances***

Review and accept the DOJ Certified Standard Assurances in JustGrants. See the [Application Resource Guide](#) for additional information.

#### ***DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility***

***Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing***  
Review and accept in JustGrants the DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing. See the [Application Resource Guide](#) for additional information.

#### ***Applicant Disclosure and Justification – DOJ High-Risk Grantees***

If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ High-Risk Grantee is an award recipient that has received a DOJ High-Risk designation based on a documented history of unsatisfactory performance; financial instability; management system or other internal control deficiencies; noncompliance with award terms and conditions on prior awards or is otherwise not responsible. See the [Application Resource Guide](#) for additional information.

## **Application Review Information**

### ***Review Process***

OJP reviews the application to make sure that the information presented is reasonable, understandable, measurable, achievable, and consistent with the solicitation. For invited applications, OJP reviews for consistency with the invitation letter and invited applicant guidance. See the [OJP Grant Application Resource Guide](#) for information on the application review process.

In addition, if OJP anticipates that an award will exceed \$250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important note on Responsibility/Qualification Data (formerly FAPIIS): An applicant, at its option, may review and comment on any information about itself that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Absent explicit statutory authorization or written delegation of authority to the contrary, all final award decisions will be made by the Assistant Attorney General, who may consider not only BJA recommendations, but also other factors as indicated in this section.

## **Federal Award Administration Information**

### **Federal Award Notices**

Generally, award notifications are made by the end of the current Federal fiscal year, September 30. See the [Application Resource Guide](#) for information on award notifications and instructions.

### **Evidence-Based Programs or Practices**

OJP strongly encourages the use of data and evidence in policymaking and program development for criminal justice, juvenile justice, and crime victim services. For additional information and resources on evidence-based programs or practices (programs or practices that have been evaluated as effective), see the [Application Resource Guide](#).

### **Information Regarding Potential Evaluation of Programs and Activities**

OJP may conduct or support an evaluation of the projects and activities funded under this solicitation. For additional information on what should be included in the application, see the [Application Resource Guide](#) section entitled “Information Regarding Potential Evaluation of Programs and Activities.”

### **Administrative, National Policy, and Other Legal Requirements**

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the “Administrative, National Policy, and Other Legal Requirements” section in the [Application Resource Guide](#).

### **Civil Rights Compliance**

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit it from discriminating on the basis of race, color, national origin, sex, religion, or disability in how the recipient delivers its program’s services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include Title VI of the Civil Rights Act of 1964 (Title VI), the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of 1968 (Safe Streets Act), and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail here: [Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2024 Awards](#) under the “Civil

Rights Requirements” section, and additional resources are available from the [OJP Office for Civil Rights](#).

Part of complying with civil rights laws that prohibit national origin discrimination includes recipients taking reasonable steps to ensure that people who are limited in their English proficiency (LEP) because of their national origin have meaningful access to a recipient’s program and activity. An LEP person is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To help recipients meet this obligation to serve LEP persons, DOJ has published a number of resources, including a language access assessment and planning tool, which are available at <https://www.lep.gov/language-access-planning>. Additional resources are available at <https://www.ojp.gov/program/civil-rights-office/limited-english-proficient-lep>. If the award recipient proposes a program or activity that would deliver services or benefits to LEP individuals, the recipient may use grant funds to support the costs of taking reasonable steps (e.g., interpretation or translation services) to provide meaningful access. Similarly, recipients are responsible for ensuring that their programs and activities are readily accessible to qualified individuals with disabilities. Applicants for OJP funding must allocate grant funds or explain how other available resources will be used to ensure meaningful and full access to their programs. For example, grant funds can be used to support American Sign Language (ASL) interpreter services for deaf or hard of hearing individuals or the purchase of adaptive equipment for individuals with mobility or cognitive disabilities. For resources, see <http://www.ADA.gov> or contact OJP.

### **Financial Management and System of Internal Controls**

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements as set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the [Application Resource Guide](#) for additional information.

### **Information Technology Security Clauses**

An application in response to this solicitation may require inclusion of information related to information technology security. See the [Application Resource Guide](#) for more information.

### **General Information About Post-Federal Award Reporting Requirements**

In addition to the deliverables described in the “[Program Description](#)” section, all award recipients under this solicitation will be required to submit certain reports and data.

Required reports. Award recipients must submit quarterly financial reports, semi-annual performance reports, final financial and performance reports, and, if applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions. Future awards and fund drawdowns may be withheld if reports are delinquent (in appropriate cases, OJP may require additional reports).

See the [Application Resource Guide](#) for additional information on specific post-award reporting requirements, including performance measure data.

### **Federal Awarding Agency Contact(s)**

For OJP contact(s), contact information for Grants.gov, and contact information for JustGrants, see the solicitation Synopsis.

## **Other Information**

### **Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a)**

See the [Application Resource Guide](#) for information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

### **Provide Feedback to OJP**

See the [Application Resource Guide](#) for information on how to provide feedback to OJP.

### **Performance Measures**

See above link to performance measures.

## Application Checklist

Byrne Discretionary Community Project Grants/Byrne Discretionary Grants Program

This application checklist has been created as an aid in developing an application. For more information, reference [The OJP Application Submission Steps in the OJP Grant Application Resource Guide](#) and the [DOJ Application Submission Checklist](#).

### Pre-Application

#### *Before Registering in Grants.gov*

- Confirm your entity's registration in the [System for Award Management \(SAM.gov\)](#) is active through the solicitation period; submit a new or renewal registration in SAM.gov if needed (see [Application Resource Guide](#)).

#### *Register in Grants.gov*

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see [Application Resource Guide](#)).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see [Application Resource Guide](#)).

#### *Find the Funding Opportunity*

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Access the funding opportunity and application package (see Step 7 in the [Application Resource Guide](#)).
- Sign up for Grants.gov email [notifications](#) (optional) (see [Application Resource Guide](#)).
- Read [Important Notice: Applying for Grants in Grants.gov](#) (about [browser compatibility and special characters in file names](#)).
- Read OJP policy and guidance on conference approval, planning, and reporting available at <https://www.ojp.gov/funding/financialguidedo/iii-postaward-requirements#6g3y8> (see [Application Resource Guide](#)).

#### *Review the Overview of Post-Award Legal Requirements*

- Review the "[Overview of Legal Requirements Generally Applicable to OJP Grants and Cooperative Agreements - FY 2024 Awards](#)" in the [OJP Funding Resource Center](#).

#### *Review the Scope Requirement*

- The federal amount requested equals the appropriation amount listed in the JES.

#### *Review Eligibility Requirement*

- Review "Eligibility" in the Synopsis section and "Eligibility Information" section in the solicitation.

### Application Step 1

After registering with SAM.gov, submit the SF-424 and SF-LLL in Grants.gov.

- In Section 8F of the SF-424, include the name and contact information of the individual **who will complete the application in JustGrants and the SF-LLL in Grants.gov.**
- In Section 15 "Descriptive Title of Applicant's Project" of the SF-424, enter the **project title exactly as it appears in the Congressional JES.**
- Submit Intergovernmental Review (if applicable).

Within 48 hours after the SF-424 and SF-LLL submission in Grants.gov, receive four (4) Grants.gov email notifications:

- A submission receipt.
- A validation receipt.
- A grantor agency retrieval receipt.
- An agency tracking number assignment.

If no Grants.gov receipt and validation email is received, or if error notifications are received:

- Contact Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, [Grants.gov customer support](#), or [support@grants.gov](mailto:support@grants.gov) regarding technical difficulties (see [“Application Resource Guide” section on Experiencing Unforeseen Technical Issues](#)).

Within 24 hours after receipt of confirmation emails from Grants.gov, the individual in Section 8F of the SF-424 will receive an email from JustGrants with login instructions.

- Proceed to Application Step 2 and complete application in JustGrants.

## **Application Step 2**

Submit the following information in JustGrants:

### **Application Components**

- Entity and User Verification (First Time Applicant)
- Standard Applicant information (SF-424 information from Grants.gov)
- Proposal Abstract
- Proposal Narrative Attachment
- Proposal Narrative: Application Goals, Objectives, Deliverables, and Timeline web-based form

### **Budget and Associated Documentation**

- Budget Detail and Narrative web-based form
- Financial Management and System of Internal Controls Questionnaire (see [Application Resource Guide](#))
- Indirect Cost Rate Agreement (if applicable) (see [Application Resource Guide](#))

### **Additional Application Components**

- Research and Evaluation Independence and Integrity (if applicable) (see [Application Resource Guide](#))
- Request and Justification for Employee Compensation; Waiver (if applicable) (see [Application Resource Guide](#))

### **Disclosures and Assurances**

- [Disclosure of Lobbying Activities \(SF-LLL\)](#) (see [Application Resource Guide](#))
- Applicant Disclosure of Duplication in Cost Items (see [Application Resource Guide](#))
- DOJ Certified Standard Assurances (see [Application Resource Guide](#))
- DOJ Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Law Enforcement and Community Policing (see [Application Resource Guide](#))
- Applicant Disclosure and Justification – DOJ High-Risk Grantees (if applicable) (see

[Application Resource Guide](#))

### **Review, Certify, and Submit Application in JustGrants**

- Any validation errors will immediately display on screen after submission.
- Correct validation errors, if necessary, and then return to the “Certify and Submit” screen to submit the application. Access the [Application Submission Validation Errors Quick Reference Guide](#) for step-by-step instructions to resolve errors prior to submission.
- Once the application is submitted and validated, a confirmation message will appear at the top of the page. Users will also receive a notification in the “bell” alerts confirming submission.

If no JustGrants application submission confirmation email or validation is received, or if error notification is received—

- Contact the JustGrants Service Desk at 833-872-5175 or [JustGrants.Support@usdoj.gov](mailto:JustGrants.Support@usdoj.gov) regarding technical difficulties. See the [Application Resource Guide](#) for additional information.

## **Standard Solicitation Resources**

[Application Resource Guide](#) provides guidance to assist OJP grant applicants in preparing and submitting applications for OJP funding.

[DOJ Grants Financial Guide](#) serves as the primary reference manual to assist award recipients in fulfilling their fiduciary responsibility to safeguard grant funds and to ensure funds are used for the purposes for which they were awarded. It compiles a variety of laws, rules and regulations that affect the financial and administrative management of DOJ awards. This guide serves as a starting point for all award recipients and subrecipients of DOJ grants and cooperative agreements in ensuring the effective day-to-day management of awards.

[JustGrants Resources Website](#) is an entryway into information about JustGrants and the grants management system itself. Through this portal both award recipients and applicants can access training resource and user support options, find frequently asked questions, and sign up for the [JustGrants Update e-newsletter](#).

[JustGrants Application Submission Training page](#) offers helpful information and resources on the application process. This training page includes e-learning videos, reference guides, checklists, and other resources to help applicants complete an application.

[Weekly Training Webinars](#) are advertised here and provide opportunities for users to receive topic-specific training, direct technical assistance, and support on JustGrants system functionality.

# BUREAU OF JUSTICE ASSISTANCE FACT SHEET

## PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP PROGRAM

The [Patrick Leahy Bulletproof Vest Partnership \(BVP\) Program](#), administered by the [Department of Justice, Office of Justice Programs \(OJP\), Bureau of Justice Assistance \(BJA\)](#), reimburses states, units of local government, and federally recognized Indian tribes for up to 50 percent of the cost of body armor vests purchased for law enforcement officers. Since 1999, more than 13,000 jurisdictions have participated in the BVP Program, with a total of \$573 million in federal funds for the purchase of more than 1.5 million body armor vests. See the [BVP program resources](#) page for detailed award history.



Since FY 2015, body armor vests were directly attributable to saving the lives of at least 305 law enforcement and corrections officers (based on data collected by OJP). Forty-three of those body armor vests were purchased, in part, with BVP funds.

### Program Requirements and Instructions

The following is an overview of the BVP requirements and instructions. Detailed information can be found in the [BVP Frequently Asked Questions \(FAQs\)](#).

**Eligible Applicants:** States, units of local government, and federally recognized Indian tribes—that is, jurisdictions—that employ eligible law enforcement officers are eligible to apply for BVP funds. For the purposes of the BVP Program, “state” means each of the 50 states, the District of Columbia, the Commonwealth of Puerto Rico, the

United States Virgin Islands, American Samoa, Guam, and the Northern Mariana Islands; “unit of local government” means a county, municipality, town, township, village, parish, borough, or other unit of general government below the state level.

**Law Enforcement Officer Definition:** “Law Enforcement Officer” is defined as any officer, agent, or employee of a state, unit of local government, or federally recognized Indian tribe authorized by law or by a government agency to engage in or supervise the prevention, detection, or investigation of any violation of criminal law, or authorized by law to supervise sentenced criminal offenders. This includes full-time, part-time, and auxiliary personnel, whether paid or volunteer.

**Small Jurisdiction Priority Funding:** By [statute](#), funds are first allocated to qualifying units of local government with fewer than 100,000 residents. Any remaining funds are then awarded to other qualifying applicants.



**Match Requirement:** The federal portion of the costs for body armor vests purchased under the BVP Program may not exceed 50 percent.

**Application Period:** The annual BVP application period typically begins in April and closes six weeks from the opening date. The [BVP website](#) includes [user guides and checklists](#) for each step of the BVP application process.

**How to Apply:** Applications are accepted in OJP's BVP system, located at <https://vests.bja.ojp.gov/bvp/login/externalAccess.jsp>. An OJP [Digital Identity and Access Management Directory \(DIAMD\) account](#) is required to access the BVP system. See the DIAMD [OJP User Activation Job Aid](#) for more information.

**Payment Process:** When a BVP recipient is notified of an award amount, the funds are not disbursed until the recipient logs into the BVP site and provides the receipt information for the body armor vests. Once the payment request is made, BJA reviews the request for accuracy and completes payments on a monthly schedule. See [Submitting Payment Requests in BVP](#) for detailed information. An active registration in the System for Award Management at [www.sam.gov](http://www.sam.gov) is required to receive funds.

**Body Armor Vest Requirements:** Body armor vests purchased with BVP funds must have been tested through the National Institute of Justice (NIJ) [Compliance Testing Program \(CTP\)](#) and found to comply with the most current NIJ body armor standards; appear on the [NIJ Compliant Products List](#) as of the date the body armor was ordered be uniquely fitted; and made in the United States. In

addition, applicants must have a written mandatory wear policy for uniformed patrol officers in place at the time of application. See the [Mandatory Wear Requirement FAQs](#) for detailed information on the mandatory wear requirement.

## Contact Information

The BVP Helpdesk can be contacted at 1-877-758-3787 or [vests@usdoj.gov](mailto:vests@usdoj.gov).

Media and Congressional inquiries should be directed to the OJP Office of Communications at 202-307-0703 or [ojp.ocom@usdoj.gov](mailto:ojp.ocom@usdoj.gov).

## ABOUT BJA

BJA helps America's state, local, and tribal jurisdictions reduce and prevent crime, lower recidivism, and promote a fair and safe criminal justice system. BJA provides a wide range of resources—including grants, funding, and training and technical assistance—to law enforcement, courts and corrections agencies, treatment providers, reentry practitioners, justice information sharing professionals, and community-based partners to address chronic and emerging criminal justice challenges nationwide. To learn more about BJA, visit [bja.ojp.gov](http://bja.ojp.gov) or follow us on Facebook ([www.facebook.com/DOJBJA](http://www.facebook.com/DOJBJA)) and Twitter ([@DOJBJA](https://twitter.com/DOJBJA)). BJA is a component of the Department of Justice's Office of Justice Programs.

NCJ 306413

**AN ORDINANCE AMENDING AND RESTATING CONCORD CODE OF  
ORDINANCES CHAPTER 30, ARTICLE IV, DIVISION 3 ENTITLED “RUBBISH,  
UNHEALTHY SUBSTANCES AND WEED CONTROL”**

WHEREAS, the City Council of the City of Concord, North Carolina, has adopted the Concord Code or Ordinances (the “CCO”), including Chapter 30, Article IV, Division 3 entitled “Rubbish, Unhealthy Substances and Weed Control” (Sections 30-161 et. seq.).

WHEREAS, the City Council now wishes to amend Chapter 30, Article IV, Division 3 entitled “Rubbish, Unhealthy Substances and Weed Control” (Sections 30-161 et. seq.), Sec. 18-161(b)(4), “Notice; failure to comply; removal; cost”, as stated herein.

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

**SECTION 1:** CCO Chapter 30, Article IV, Division 3 entitled “Rubbish, Unhealthy Substances and Weed Control” (Sections 30-161 et. seq.), Sec. 18-161(b)(4), “Notice; failure to comply; removal; cost” is hereby amended to read as follows:

**Sec. 30-161. – Premises to be kept clean.**

(b)(4) Annual notice to chronic violator. A chronic violator is a person who owns property upon which, in the previous calendar year, the city issued a notice of violation at least three times due to violations of this section. The authorized enforcement officer may notify a property owner who is a chronic violator that, if the violator's property is found to be in violation of this section, the city may, without further notice in the calendar year in which the notice is given, take action to remedy the violation and the expense of the action shall become a lien upon the property and shall be collected as unpaid taxes. The chronic violator shall also be subject to an additional civil penalty per occurrence, in accordance with the City’s fee schedule. The annual notice shall be served by registered or certified mail and regular mail simultaneously. If the owner of the property refuses to accept notice of the violation sent registered or certified mail, but the regular mail is not returned within ten days after the mailing, then the notice shall also be posted in a conspicuous place on the premises affected, and notice shall be deemed sufficient in accordance with state law. If the name or whereabouts of the owner of the property cannot be discovered through the exercise of due diligence, then the notice shall be posted in a conspicuous place on the premises affected and published one time in a newspaper of general distribution in the city.

Adopted this \_\_\_\_<sup>th</sup> day of \_\_\_\_\_, 2024

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

\_\_\_\_\_  
William Dusch, Mayor

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

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

CONTRACT AMENDMENT

THIS CONTRACT AMENDMENT (“Amendment”) is made and entered into this \_\_\_\_\_ 1st \_\_\_\_\_ day of \_\_\_\_\_ July \_\_\_\_\_, 2024, by and between the City of Concord (hereinafter “City”), and Wallace Farm, Inc. (hereinafter “Contractor”):

WHEREAS, the City and Contractor entered into a Standard Form Contract (hereinafter “Agreement”) dated July 22, 2014; and

WHEREAS, the purpose of this Amendment is to amend the Agreement to include delivery and unloading requirements and to amend the Fee for Scope of Services as outlined in Exhibit “A” of the Agreement.

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

1. The City shall make every effort to deliver all bagged material to Contractor’s facility in the rear-loading trucks if said trucks are available for use.
  
2. Fee for Scope of Service in Exhibit “A” is hereby amended to read as follows:

**Fee for Scope of Services:**

Fees for services shall be based on the unit price rate schedule provided below and the scale ticket for each load delivered and other services as included herein. Payments shall be determined using the unit price and the load weight for each truck. Invoices shall be directed to: City of Concord Attention: Accounts Payable, Post Office Box 308, Concord, NC 28026-0308. Should changes or extra services be needed which are not listed herein, the Contractor will consult with the City for adjustments prior to conducting the work.

**Listing of Fees for scope of service:**

**1. Grinding and Processing Charges**

Grinding, less than or equal to 18 inch dia. ....	\$19.50	per ton
Grinding, greater than 18 inch dia. ....	\$22.50	per ton
Grass clippings.....	\$6.00	per ton
Loose leaves.....	\$6.00	per ton

**2. Bulk Materials [City Transport]**

Compost [No Volume Limit in 30 CY loads].....	\$22.00	per CY
Double-ground Hardwood Mulch [up to 1,000 CY per yr. in 30 CY loads] .....	\$13.00	per CY

**3. Transportation Charges [Wallace Transport]**

Loose leaf hauling [walking floor trailer].....	\$150.00	per load
STA Certified Compost .....	\$4.25	per mile from WF Facility to

job site

Double Ground Hardwood Mulch .....\$4.25 per mile from WF Facility to job site

**4. Material Charges [City Transport]**

Ground wood, unprocessed .....\$0.00 per load

Compost screenings .....\$0.00per load

3. Wallace Farm Inc. will be paid a base price based on the following fee schedule beginning on 7/1/2024:

1. Yard Waste: based on the description and amounts above in this document.

Annual CPI Adjustment of price: On each anniversary of the Commencement date (July 1st) the fee schedule shall be adjusted based on the percentage change in the Consumer Price Index for all Urban Consumers for the South Region as obtained from the United States Department of Labor, Bureau of Labor Statistics. The CPI adjustment will be calculated by multiplying the current fee by 1 plus the percent change in CPI of the previous 12 month divided by 100. The result will be the adjusted fee for the following 12 months. At no time will the prices fall below the base prices above.

The formula and method for calculating the percent change in the CPI shall be:

$$\% \text{ Change in CPI} = \frac{(\text{CPI for Current Month} - \text{CPI as of 12 months prior})}{\text{CPI as of 12 months prior}} \times 100$$

The adjusted fee shall be calculated as follows:

$$\text{Adjusted fee} = \text{Current fee} \times \left( 1 + \frac{\% \text{ change in CPI}}{100} \right)$$

4. All other terms and conditions of the Agreement dated July 22, 2014, shall remain in full force and effect.

[SIGNATURE PAGES TO FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Contract Amendment as of the day and year first above written.

**CONTRACTOR**  
Wallace Farm, Inc.

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

Printed Name: \_\_\_\_\_  
President/Vice President/Manager/Partner

\_\_\_\_\_  
**COUNTY**  
**STATE OF NORTH CAROLINA**

I, \_\_\_\_\_, a Notary Public in and for \_\_\_\_\_  
County and State of \_\_\_\_\_, do hereby certify that \_\_\_\_\_  
\_\_\_\_\_, as President/Vice President/Manager/Partner of Wallace Farm, Inc., personally appeared  
before me this day and acknowledged to me that he/she is the President/Vice  
President/Manager/Partner and that he/she has authority to sign on behalf of the company and that  
he/she voluntarily signed the foregoing document for the purpose stated therein.

WITNESS my hand and Notarial Seal this the \_\_\_\_\_ day of \_\_\_\_\_, 2024.

My Commission Expires: \_\_\_\_\_ Notary Public

**CONCORD** **CITY** **OF**

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

ATTEST BY:

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

APPROVED AS TO FORM

---

VaLerie Kolczynski, City Attorney

**APPROVAL BY CITY FINANCE OFFICER**

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

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Jessica Jones, Finance Director

### EXHIBIT A: Scope of Service

1. Name of Contractor/ Sub-recipient: City of Concord Parks and Recreation
2. Method of Selection: All contractors are selected based on guidelines in the Public Health Authority of Cabarrus County's Purchasing Policy, Section I. Bidding Process.
3. Period of Performance: September 30, 2023 – September 29, 2024
4. Scope of Work is detailed in a Memorandum of Agreement between The Public Health Authority of Cabarrus County, dba Cabarrus Health Alliance and City of Concord Parks and Recreation.
5. Detailed Budget and Justification for Component A: \$28,500
  - a. Total budget of \$28,500 to be used for Component A:
    - i. Consultant Total: \$22,500 *A consultant, Destination by Design, will be contracted to work with Concord Parks & Recreation, in conjunction with the Planning Department and the City of Concord Public Affairs Office to develop a methodology and policy/practice framework prioritizing safe and active transportation and access from residential areas and other priority destinations to/from parks in Concord. \$22,500 / 5 months = \$4,500 of consultant work/month = \$22,500. This program component will build upon the Safe Routes to Parks Action Framework and other tools developed by the Safe Routes Partnership and the National Recreation & Parks Association; and will be an element of a project already underway to develop a pedestrian and bicycle-focused wayfinding signage program for the downtown-proximate area of Concord and transferable/scalable to areas of Concord. The consultant will additionally be contracted to facilitate and guide the completion of the Active Communities Toolkit modules 2 and 5. An outcome of the plan will include but not be limited to highlighting low cost & high investment solutions.*
    - ii. Supplies Total: \$6,000 *General programmatic printing costs promoting REACH project activities including flyers, posters, signage and inserts which will help achieve community-wide reach. Estimated 500 copies per month x \$.10 x 5 months = \$2,500. Estimated signage \$500/5 months = \$2,500. General Office Supplies - paper, pens, flip charts, pencils, binders, etc. to be used by program staff. Office supplies will support implementation. Estimate cost include \$200/month for 5 months= \$1,000.*
6. Method of Accountability:
  - a. Cabarrus Health Alliance will comply with the agency's Purchasing Policy to ensure accountability. Sub-recipient activities will be monitored by the Program Administrator and Finance Director.
  - b. The City of Concord Parks and Recreation will:



- i. Maintain frequent communication with Cabarrus Health Alliance.
- ii. Submit annual audit report to Cabarrus Health Alliance. If the agency is not required to have a program-specific audit, Cabarrus Health Alliance will be permitted to perform adequate monitoring of sub-recipient activities, including independent auditor access to the sub-recipient's records and financial statements.
- iii. Report names and total compensation of each of the sub-recipient's five most highly compensated executives for the preceding completed fiscal year by request.
- iv. Report any actions that obligate more than \$25,000 or more in Federal funds.

*This space has been intentionally left blank.*

ORD. #

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8<sup>th</sup> day of June 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

<b>Account</b>	<b>Title</b>	<b><u>Revenues</u></b>		<b>(Decrease) Increase</b>
		<b>Current Budget</b>	<b>Amended Budget</b>	
100-4603000	Grant Proceeds	152,589	181,089	\$ 28,500
<b>Total</b>				<b><u>\$28,500</u></b>

<b>Account</b>	<b>Title</b>	<b><u>Expenses/Expenditures</u></b>		<b>(Decrease) Increase</b>
		<b>Current Budget</b>	<b>Amended Budget</b>	
6120-5800429	Grant Expenditures	\$ 84,250	\$ 112,750	\$ 28,500
<b>Total</b>				<b><u>\$ 28,500</u></b>

Reason: To appropriate the 2024 Racial & Ethnic Approaches to Community Health (REACH) grant.

Adopted this 9th day of May, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

**EXHIBIT A**  
**TO**  
**CONTRACT between the CITY OF CONCORD and**  
**CABARRUS COUNTY DEPARTMENT OF SOCIAL SERVICES (CCDSS)**  
**regarding**  
**LUNCHPLUS CLUB PROGRAM**  
**at**  
**LOGAN MULTIPURPOSE CENTER**

**GENERAL:** This Contract is for the use by CCDSS of the City's Logan Multipurpose Center to provide the LunchPlus Club Program, which is a public service to the residents of Cabarrus County.

**TERM:** July 1, 2024 to June 30, 2029. This contract may be terminated without cause by either party with 90 days prior written notice.

**HOURS**

**OF USE:** 8:30 a.m. to 2:00 p.m. Monday through Friday, except for holidays per the Cabarrus County holiday schedule and inclement weather days.

**CHARGES**

**FOR USE:** None, except as provided below.

**STAFFING:** Provided by CCDSS at its expense.

**ADMINISTRATON OF**

**PROGRAM:** Provided by CCDSS at its expense.

**MAINTENANCE OF**

**FACILITY:** Routine cleaning and trash removal to be provided daily by CCDSS at its expense. Heavy cleaning, maintenance and repair to be provided by the City at its expense.

**ALTERATIONS:**

CCDSS shall be allowed to affix signage to the City's facilities and to install cabinets and other permanent improvements to the facilities, upon the City's prior written consent, which consent shall not be unreasonably withheld. If the City request, CCDSS shall provide a diagram or plans for any improvements. At the conclusion of the Agreement, CCDSS shall remove all signage and any free-standing furniture or equipment. All cabinets and other permanent improvements shall become the property of the City.

**UTILITIES:** Electric, water, natural gas and other standard utilities to be provided by the City at its expense. CCDSS at its expense will provide telephone service for its Program staff.

## CONTRACT

THIS AGREEMENT made the date last below written between the Cabarrus County Department of Social Services, "Contractor" and the City of Concord "City".

1. Contractor shall perform in a good and workmanlike manner the following services:  
See Exhibit A
2. Upon completion of the services and the acceptance of the service as being in a good and workmanlike manner by the Contractor, representative of the City, Contractor shall invoice City for an amount not to exceed \$ - 0 - .
3. Within 30 days of invoice, the City shall pay the amount invoiced but not to exceed the amount specified in section 2 above in consideration of the receipt of the services set forth in section 1 above.
4. As additional consideration, it is specifically agreed that Contractor is an independent contractor and is not an employee or agent of City. Contractor enters upon the property of City to perform the services specified at his own risk and agrees to release and hold harmless the City from any and all damages or injury arising out of the actual or attempted provision of the services set forth in section 1 above.
5. This Agreement contains the entire Agreement and understanding between the parties with respect to the subject matter hereof and supersedes all preexisting and/or oral agreements.
6. All representations and promises made by a party to another party whether in writing or orally are understood by the parties to be merged into this Agreement.
7. This Agreement may only be modified or amended in writing and shall not be subject to oral modification.
8. If any portion of this Agreement is held by any court of competent jurisdiction to conflict with any federal, state or local law, and as a result, such portion or portions are declared to be invalid, all remaining portions of this Agreement shall otherwise remain in full force and effect as if the invalid portions had not been contained herein.
9. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of North Carolina in the Courts of Cabarrus County, North Carolina.
10. If any bankruptcy or insolvency proceedings are commenced against Contractor and are not dismissed within sixty (60) days after service of such proceeding on Contractor, or if Contractor shall file a petition in bankruptcy or for reorganization or to effect a plan or other arrangement with creditors, or be adjudicated bankrupt or make an assignment for the benefit of creditors, or be dissolved or liquidated, or shall admit in writing its inability to pay its debts generally as they become due, or a receiver, trustee or liquidator of Contractor or of all or substantially all of the property of Contractor is appointed in any proceeding brought by Contractor, or if any such receiver, trustee, or liquidator is

appointed in any proceeding against Contractor, and any such receiver, trustee or liquidator is not discharged within sixty (60) days after service of such appointment on Contractor, this agreement shall be null and void .

11. 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>
General Liability	\$50,000.00 per occurrence or other limits if approved in writing by the City
Automobile Liability	\$500,000 per occurrence or other limits if approved in writing by the City

12. Contractor shall provide Worker's Compensation insurance if it employs three or more employees. The Worker's Compensation insurance shall have the North Carolina mandated statutory limits.

13. If the Contractor is dissolved or suspended and the Contractor does not notify the City of such dissolution within three (3) business days from date of dissolution or suspension, and/or the corporate status is not reinstated within thirty (30) days, this contract, at the sole option of the City, shall be declared null and void or the Contractor shall execute a new contract showing the Contractor's correct legal entity.

14. Contractor shall provide a completed W-9 form to the City upon execution of this contract.

IN WITNESS WHEREOF, the City of Concord and the Contractor have caused this contract to be executed under seal by their respective duly authorized agents or officers this 1st day of July 2024.

CITY OF CONCORD

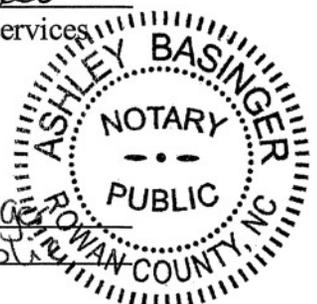
CABARRUS COUNTY  
Department of Social Services

BY \_\_\_\_\_  
City Manager

BY Ashley Basinger  
Director of Social Services

ATTEST BY:  
\_\_\_\_\_  
City Clerk

ATTEST BY:  
Ashley Basinger  
Title Notary Public  
SEAL



SEAL



APPROVED AS TO FORM

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Attorney for the City of Concord

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

---

Jessica Jones, Finance Director

**EXHIBIT A**  
**TO**  
**CONTRACT between the CITY OF CONCORD and**  
**CABARRUS COUNTY DEPARTMENT OF SOCIAL SERVICES (CCDSS)**  
**regarding**  
**LUNCHPLUS CLUB PROGRAM**  
**at**  
**LOGAN MULTIPURPOSE CENTER**

**GENERAL:** This Contract is for the use by CCDSS of the City's Logan Multipurpose Center to provide the LunchPlus Club Program, which is a public service to the residents of Cabarrus County.

**TERM:** July 1, 2024 to June 30, 2029. This contract may be terminated without cause by either party with 90 days prior written notice.

**HOURS OF USE:** 8:30 a.m. to 2:00 p.m. Monday through Friday, except for holidays per the Cabarrus County holiday schedule and inclement weather days.

**CHARGES FOR USE:** None, except as provided below.

**STAFFING:** Provided by CCDSS at its expense.

**ADMINISTRATOR OF PROGRAM:** Provided by CCDSS at its expense.

**MAINTENANCE OF FACILITY:** Routine cleaning and trash removal to be provided daily by CCDSS at its expense. Heavy cleaning, maintenance and repair to be provided by the City at its expense.

**ALTERATIONS:** CCDSS shall be allowed to affix signage to the City's facilities and to install cabinets and other permanent improvements to the facilities, upon the City's prior written consent, which consent shall not be unreasonably withheld. If the City request, CCDSS shall provide a diagram or plans for any improvements. At the conclusion of the Agreement, CCDSS shall remove all signage and any free-standing furniture or equipment. All cabinets and other permanent improvements shall become the property of the City.

**UTILITIES:** Electric, water, natural gas and other standard utilities to be provided by the City at its expense. CCDSS at its expense will provide telephone service for its Program staff.



**MEMORADUM**

DATE: Tuesday, April 02, 2024  
 TO: Jackie Deal, Director of Engineering  
 FROM: Gary Stansbury, Construction Manager  
 SUBJECT: Infrastructure Acceptance  
 PROJECT NAME: Woodsdale Place Townhomes (Greenway)  
 PROJECT NUMBER: 2020-063  
 DEVELOPER: Sherwood Development Group  
 FINAL CERTIFICATION - LOT NUMBERS: 1-22  
 INFRASTRUCTURE TYPE: Water and Sewer  
 COUNCIL ACCEPTANCE DATE: Thursday, May 09, 2024  
 ONE-YEAR WARRANTY DATE: Friday, May 09, 2025

Water Infrastructure	Quantity
2-inch in LF	615.00
2-inch Valves	4

**GRANT PROJECT ORDINANCE  
American Rescue Plan Fund**

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

SECTION 1. The project authorized is various projects funded by the American Rescue Plan Funds.

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

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

Account	Title	Revenues		
		Current Budget	Amended Budget	(Decrease) Increase

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

Account	Title	Expenses/Expenditures		
		Current Budget	Amended Budget	(Decrease) Increase
3300-5811082	Future Projects	2,010,298	2,019,398	9,100
3300-5832000	Collections Area Renov	34,535	25,435	(9,100)
<b>Total</b>				<b>\$0</b>

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9<sup>th</sup> day of May, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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



April 25, 2024

Mayor Dusch,

Thank you for the opportunity to request support from funds raised at the Mayor's Golf Tournament to extend Cabarrus Arts Council's work in the community. As you know, CAC has launched Art on the Go, an initiative focused on sparking creativity in locations where community members already visit – public libraries, recreation centers, senior programs and local parks. Art on the Go features hands-on creative experiences that are free and designed to inspire creativity for diverse populations.

This Spring, CAC staff and the leaders and families served at El Puente Hispano met to learn more about the interests and some of the barriers our Latino neighbors may face when looking for arts and cultural programming. There was a strong interest in workshops that were sequential, allowing youth to develop skills with instruments and in the visual arts. They also expressed that intergenerational families often want to share this time together. As a result of this feedback, Brian Sullivan, CAC Director of Performing Arts, is designing a series of Ukelele workshops for the youth at El Puente that invites parents and grandparents to also join in the music making. The workshops will be held at El Puente during the summer, where families are already seeking out of school resources.

We kindly request \$2400 (8 workshops @\$300 each) to provide the workshops free of charge for the youth and family members. Ukeleles and music will be available for each participant, and will feature both Spanish and English language songs. Each workshop will be able to hold 20 participants, and the youth will be encouraged to attend the full series, or as many as they can. 100% of the participants will be residents of Concord.

Please let me know if you require any further details as you consider our request, and thank you for the on-going partnership to find creative solutions to building community in Concord.

With gratitude,

A handwritten signature in blue ink that reads "Liz Fitzgerald". The signature is written in a cursive style and is placed on a light-colored rectangular background.

Liz Fitzgerald  
Executive Director  
Cabarrus Arts Council  
[liz@cabarrusartscouncil.org](mailto:liz@cabarrusartscouncil.org)

704-920-ARTS (2787)

ORD. #

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8<sup>th</sup> day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Appropriated	7,336,420	7,338,820	2,400
	<b>Total</b>			<b>2,400</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	22,550	24,950	2,400
	<b>Total</b>			<b>2,400</b>

Reason: To appropriate Mayor Golf Tournament reserves for a donation to the Cabarrus Arts Council.

Adopted this 9th day of May, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

DTC, Inc. 501(c)(3)  
PO Box 37  
Concord, NC 28026  
April 29, 2024

Mr. Mayor and City Council  
35 Cabarrus Avenue W  
Concord, NC 28025

Dear Mr. Mayor and City Council:

Thank you for the opportunity to apply for the Mayor's Fund Grant. DTC, Inc. is a North Carolina 501(c)(3) in good standing, created in 2023 to promote individuals and businesses in downtown Concord that support the District, Traditions, and Community.

**We are requesting \$2,500** that will benefit Robert VanAtta's children's cooking camp. VanAtta is the chef and owner of Table 11 restaurant in downtown Concord. His cooking camp will take place during the weeks of June 24<sup>th</sup>, July 8<sup>th</sup>, and July 15<sup>th</sup> in Concord for 12 children each week. The camp will host children in Concord ages 9-12 and will ensure more than 60% attendees are from Concord. Each week will culminate in a grand buffet day where the children can showcase their newfound skills to their families. This initiative will foster a sense of community and instill pride in the children's achievements.

**The mission of the camp** is to empower children to be comfortable in the kitchen with essential culinary skills, foster independence in preparing their own meals, as well as the knowledge of meal preparation and cooking for groups.

**The funds will be allocated towards:**

Per child daily food costs \$8-\$9/day= \$1440-\$1620

Grand buffet day (1x week) extra food cost \$120 x 3 = \$360

Kitchen rental \$100/week= \$300

Mixing bowls, meal packaging containers, miscellaneous supplies: \$250-\$300

Total: \$2,350-\$2,585

Thank you for considering this opportunity for the Mayor's Fund Grant. We are honored and eager to make a positive impact on the youth of Concord through cooking.

Warm regards,



Kristen Adamczuk  
DTC, Inc. 501(c)(3)

ORD. #

AN ORDINANCE TO AMEND FY 2023-2024 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 8<sup>th</sup> day of June, 2023, adopt a City budget for the fiscal year beginning July 1, 2023 and ending on June 30, 2024, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Appropriated	7,338,820	7,341,320	2,500
	<b>Total</b>			<b>2,500</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	24,950	27,450	2,500
	<b>Total</b>			<b>2,500</b>

Reason: To appropriate Mayor Golf Tournament reserves for a donation to DTC, Inc.

Adopted this 9th day of May, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

ORD.

CAPITAL PROJECT ORDINANCE AMENDMENT  
**Stormwater Projects**

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

SECTION 1. The project authorized and amended is Main St.

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

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

<b>Account</b>	<b>Title</b>	<b><u>Revenues</u></b>		
		<b>Current Budget</b>	<b>Amended Budget</b>	<b>(Decrease) Increase</b>
Total				0

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

<b>Account</b>	<b>Title</b>	<b><u>Expenses/Expenditures</u></b>		
		<b>Current Budget</b>	<b>Amended Budget</b>	<b>(Decrease) Increase</b>
7103-5811292	Country Club	1,930,000	1,330,000	(600,000)
7103-5811354	Main St	0	1,000,000	1,000,000
7103-5811082	Future Projects	2,012,675	1,612,675	(400,000)
Total				0

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of May, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

\_\_\_\_\_  
VaLerie Kolcznski, City Attorney

CAPITAL PROJECT ORDINANCE

**Water Projects**

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

SECTION 1. The projects authorized and amended are various Water Projects.

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

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

<b>Account</b>	<b>Title</b>	<b>Current Budget</b>	<b>Amended Budget</b>	<b>(Decrease) Increase</b>
429-4601000	Bond Proceeds	24,394,302	24,010,277	(384,025)
429-4402150	System Dev Fees	5,149,785	6,759,785	1,610,000
8700-5811062	Cost of Issuance	510,000	445,607	(64,393)
8700-5811205	Derita Rd	1,250,000	1,400,476	150,476
8700-5811309	Treatment Support Svc	1,125,000	928,781	(196,219)
8700-5811320	Raw Wtrln/Flowmeter	3,615,000	3,614,699	(301)
8700-5811341	Hwy 601 Pump Stn	250,000	0	(250,000)
8700-5811344	Zion Ch Parallel Line	1,697,000	1,197,000	(500,000)
8700-5811348	Poplar Tent Pump Stn	3,484,000	3,486,968	2,968
8700-5811349	South/West Cap Imp	500,000	900,000	400,000
8700-5811350	Rocky River Cross Cnty	200,000	0	(200,000)
8700-5811351	Rocky River Archibald	200,000	0	(200,000)
8700-5811352	Chlorine Room Rehab	3,000,000	2,677,400	(322,600)
8700-5811082	Future Projects	10,083,758	12,489,802	2,406,044

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 9th day of May, 2024.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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

**Tax Report for Fiscal Year 2023-2024****FINAL REPORT****March****Property Tax Receipts- Munis**

2023 BUDGET YEAR	485,294.41
2022	12,378.70
2021	1,420.39
2020	494.77
2019	38.50
2018	35.02
2017	
2016	
2015	
2014	
Prior Years	
Interest	14,384.84
Refunds	
	<hr/>
	514,046.63

**Vehicle Tax Receipts- County**

2023 BUDGET YEAR	573,883.73
2022	
2021	
2020	
2019	
2018	
2017	
Prior Years	
Penalty & Interest	8,881.80
Refunds	
	<hr/>
	582,765.53

**Fire District Tax - County**

2023 BUDGET YEAR	2,227.42
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Less: Collection Fee from County

<b>Net Ad Valorem Collections</b>	<hr/>
	1,099,039.58

423:Vehicle Tag Fee-Transportation Impr Fund	37,670.35
100:Vehicle Tag Fee	152,949.13
630:Vehicle Tag Fee-Transportation Fund	37,672.41
Less Collection Fee - Transit	
<b>Net Vehicle Tag Collection</b>	<hr/>
	228,291.89

Privilege License	25.00
Prepaid Privilege Licenses	
Privilege License interest	
<b>Total Privilege License</b>	<hr/>
	25.00

Oakwood Cemetery current	4,750.00
Oakwood Cemetery endowment	1,000.00
Rutherford Cemetery current	6,891.69
Rutherford Cemetery endowment	1,858.31
West Concord Cemetery current	2,850.00
West Concord Cemetery endowment	-
<b>Total Cemetery Collections</b>	<hr/>
	17,350.00

<b>Total Collections</b>	<hr/>
	\$ 1,344,706.47

<b>Current Year</b>	
<b>Original Scroll</b>	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	10,520.21
Discovery Penalty	
<b>Total Amount Invoiced - Monthly</b>	<u>10,520.21</u>
<b>Total Amount Invoiced - YTD</b>	71,435,075.79

<b>Current Year</b>	
<b>Less Abatements (Releases)</b>	
Real	66,518.58
Personal	
Discovery	
Penalty - all	
<b>Total Abatements</b>	<u>66,518.58</u>

<b>Adjusted Amount Invoiced - monthly</b>	<b>(55,998.37)</b>
<b>Adjusted Amount Invoiced - YTD</b>	71,178,276.06

Current Levy Collected	485,294.41
Levy Collected from previous years	14,367.38
Penalties & Interest Collected	14,384.84
Current Month Write Off - Debit/Credit	-
<b>Total Monthly Collected</b>	<u>514,046.63</u>
<b>Total Collected - YTD</b>	70,579,919.11

**Total Collected - net current levy -YTD** 70,242,239.70

Percentage of Collected -current levy 98.68%

Amount Uncollected - current year levy 936,036.36

Percentage of Uncollected - current levy 1.32%

100.00%

**CITY OF CONCORD**

**Summary of Releases, Refunds and Discoveries for the Month of March 2024**

<b>RELEASES</b>		
CITY OF CONCORD	\$	<b>66,518.58</b>
CONCORD DOWNTOWN	\$	<b>37.24</b>

<b>REFUNDS</b>		
CITY OF CONCORD	\$	<b>11,905.54</b>
CONCORD DOWNTOWN	\$	-

<b>DISCOVERIES</b>								
CITY OF CONCORD								
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties		
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	730,570	0	730,570	0.0048	3,506.74	0.00		
2022	730,570	0	730,570	0.0048	3,506.74	0.00		
2023	730,570	0	730,570	0.0048	3,506.74	0.00		
<b>Total</b>	<b>2,191,710</b>	<b>0</b>	<b>2,191,710</b>		<b>\$ 10,520.21</b>	<b>\$ -</b>		
DOWNTOWN								
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties		
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		
2023	0	0	0	0.0023	0.00	0.00		
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>\$ -</b>		

City of Concord  
Portfolio Holdings  
Monthly Investments to Council  
Report Format: By Transaction  
Group By: Security Type  
Average By: Cost Value  
Portfolio / Report Group: All Portfolios  
As of 3/31/2024

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
<b>Commercial Paper</b>									
CP EBURY FINANCE 0 4/19/2024	27873JDK8	5,000,000.00	4,934,611.10	4/19/2024	5.421	1.13	1/22/2024	98.692222	19
CP PACIFIC LIFE 0 4/26/2024	69448WDS0	3,200,000.00	3,149,779.56	4/26/2024	5.415	0.72	1/11/2024	98.430611	26
CP NORDEA BK ABP 0 5/17/2024	65558JEH6	5,000,000.00	4,861,983.33	5/17/2024	5.615	1.11	11/17/2023	97.239667	47
CP MUFGBK LTD 0 6/7/2024	62479L75	5,000,000.00	4,918,022.22	6/7/2024	5.358	1.13	2/16/2024	98.360444	68
CP ANGLESEA FUNDING 0 7/19/2024	0347M2GK6	5,000,000.00	4,876,041.65	7/19/2024	5.230	1.12	1/26/2024	97.520833	110
CP TOYOTA MOTOR CREDIT 0 9/6/2024	89233GJ64	3,200,000.00	3,075,162.66	9/6/2024	5.474	0.70	12/14/2023	96.098833	159
CP ING US FDG LLC 0 10/18/2024	4497WOKJ6	5,000,000.00	4,847,166.67	10/18/2024	5.405	1.11	3/22/2024	96.943333	201
CP NATIXIS NY 0 10/25/2024	63873JKR0	5,000,000.00	4,844,255.55	10/25/2024	5.408	1.11	3/25/2024	96.885111	208
Sub Total / Average Commercial Paper		36,400,000.00	35,507,022.74		5.413	8.13		97.553402	105
<b>FFCB Bond</b>									
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.79	9/22/2021	99.94	5
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.15	8/19/2021	100	141
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.15	9/11/2020	100	163
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	0.96	11/12/2021	99.6	204
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.15	12/10/2021	100	253
FFCB 5 3/10/2025	3133EPCW3	5,000,000.00	5,000,989.35	3/10/2025	4.984	1.15	8/10/2023	100.019787	344
FFCB 5.21 4/3/2025-24	3133EPT39	5,000,000.00	5,000,000.00	4/3/2025	5.210	1.15	1/12/2024	100	368
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.15	4/21/2021	100	386
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.15	9/29/2020	100	547
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.15	12/22/2021	100	631
FFCB 4.625 3/5/2026	3133EP4K8	5,000,000.00	4,999,610.20	3/5/2026	4.628	1.15	3/22/2024	99.992204	704
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.15	12/17/2020	100	807
FFCB 4.75 9/1/2026	3133EPUW3	5,000,000.00	4,971,300.00	9/1/2026	4.961	1.14	9/22/2023	99.426	884
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.15	9/28/2021	100	911
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.15	3/30/2020	100	1,094
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.15	3/10/2021	100	1,440
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.15	3/23/2021	100	1,453
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.14	2/16/2021	99.725	1,761
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.14	3/24/2021	99.2	1,810
Sub Total / Average FFCB Bond		92,659,000.00	92,558,311.55		1.820	21.20		99.891855	748
<b>FHLB Bond</b>									
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.15	4/29/2021	100	29
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.15	5/28/2021	100	54
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.15	5/24/2021	100	54
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.15	6/7/2021	100	68
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.15	7/15/2021	100	106
FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.15	7/29/2021	100	120
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.15	8/28/2020	100	149
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.15	1/27/2022	100	302
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.15	1/29/2021	99.98	471
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.15	1/20/2021	99.98	568
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.15	12/30/2020	100	639
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.15	1/29/2021	100	669
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.14	2/17/2021	99.9	688
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.15	3/10/2021	100	709
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.15	4/29/2021	100	759

FHLB 5.2 6/30/2026-24	3130B03A5	5,000,000.00	4,998,250.00	6/30/2026	5.218	1.15	2/27/2024	99.965	821
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.14	8/28/2020	99.725	1,234
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.15	11/1/2019	100	2,041
Sub Total / Average FHLB Bond		90,000,000.00	89,977,500.00		1.004	20.61		99.975042	527
FHLMC Bond									
FHLMC 5.05 6/14/2024-23	3134GY5E8	5,000,000.00	5,000,000.00	6/14/2024	5.050	1.15	12/14/2022	100	75
FHLMC 3 6/28/2024-22	3134GXWZ3	5,000,000.00	5,000,000.00	6/28/2024	3.000	1.15	6/28/2022	100	89
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.52	9/24/2021	100	120
FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.30	3/4/2022	99.386016	318
FHLMC 5.15 2/14/2025-23	3134GYJ29	5,000,000.00	4,984,200.00	2/14/2025	5.409	1.14	11/17/2023	99.684	320
FHLMC 5.25 3/21/2025-23	3134GYA77	5,000,000.00	5,000,000.00	3/21/2025	5.250	1.15	12/21/2022	100	355
FHLMC 5.25 6/30/2025-23	3134GY6T4	4,596,000.00	4,596,000.00	6/30/2025	5.250	1.05	12/30/2022	100	456
FHLMC Step 6/30/2025-22	3134GXVT8	5,000,000.00	5,000,000.00	6/30/2025	3.676	1.15	6/30/2022	100	456
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.28	8/4/2022	92.438	477
FHLMC 0.375 9/23/2025	3137EAEX3	1,570,000.00	1,405,668.10	9/23/2025	4.166	0.32	10/6/2022	89.533	541
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.20	11/4/2022	88.468864	541
FHLMC 0.375 9/23/2025	3137EAEX3	560,000.00	504,624.88	9/23/2025	4.156	0.12	12/6/2022	90.111586	541
FHLMC 5.15 2/18/2026-24	3134H1TY9	5,250,000.00	5,249,212.50	2/18/2026	5.159	1.20	2/23/2024	99.985	689
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.15	7/14/2020	100	835
FHLMC 5.05 9/25/2026-24	3134H1CK7	5,000,000.00	4,963,500.00	9/25/2026	5.322	1.14	10/27/2023	99.27	908
FHLMC 5.55 10/30/2026-24	3134H1GU1	5,000,000.00	4,996,250.00	10/30/2026	5.578	1.14	10/30/2023	99.925	943
FHLMC 5.2 12/4/2026-24	3134H1LA9	5,000,000.00	5,000,000.00	12/4/2026	5.200	1.15	12/4/2023	100	978
FHLMC 5.25 12/11/2026-24	3134H1MA8	5,000,000.00	5,000,000.00	12/11/2026	5.250	1.15	12/15/2023	100	985
FHLMC 4.25 2/22/2027-24	3134H1SN4	5,000,000.00	4,952,500.00	2/22/2027	4.593	1.13	2/22/2024	99.05	1,058
FHLMC 2.67 3/25/2027-24	3134GXNM2	5,000,000.00	4,745,882.69	3/25/2027	4.500	1.09	3/25/2024	94.917654	1,089
FHLMC 5.55 9/27/2027-24	3134H1DG5	5,000,000.00	4,998,250.00	9/27/2027	5.560	1.15	9/27/2023	99.965	1,275
FHLMC Step 1/12/2029-24	3134H1PC1	5,000,000.00	5,000,000.00	1/12/2029	6.019	1.15	1/12/2024	100	1,748
Sub Total / Average FHLMC Bond		87,856,000.00	87,052,170.91		4.534	19.94		99.142505	732
FNMA Bond									
FNMA 1.75 7/2/2024	3135G0V75	945,000.00	983,130.75	7/2/2024	0.390	0.23	7/7/2021	104.035	93
FNMA 1.75 7/2/2024	3135G0V75	565,000.00	588,487.72	7/2/2024	0.313	0.13	8/5/2021	104.157119	93
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.15	8/28/2020	100	149
FNMA 2.625 9/6/2024	3135G0ZR7	3,167,000.00	3,093,525.60	9/6/2024	5.424	0.71	10/27/2023	97.68	159
FNMA 1.625 10/15/2024	3135G0W66	1,740,000.00	1,797,259.31	10/15/2024	0.527	0.41	10/6/2021	103.290765	198
FNMA 1.625 10/15/2024	3135G0W66	640,000.00	656,959.05	10/15/2024	0.714	0.15	11/4/2021	102.649852	198
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.14	7/19/2021	99.797	260
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.25	1/5/2022	101.665856	282
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.29	5/5/2022	93.265273	387
FNMA 0.625 4/22/2025	3135G03U5	5,000,000.00	4,761,950.00	4/22/2025	4.500	1.09	1/12/2024	95.239	387
FNMA 0.5 6/17/2025	3135G04Z3	925,000.00	861,249.00	6/17/2025	2.892	0.20	6/6/2022	93.108	443
FNMA 0.5 6/17/2025	3135G04Z3	1,365,000.00	1,271,599.52	6/17/2025	2.943	0.29	7/7/2022	93.157474	443
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.15	7/14/2020	100	470
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.15	8/19/2020	100	506
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.15	8/25/2020	100	512
FNMA 0.375 8/25/2025	3135G05X7	920,000.00	839,132.00	8/25/2025	3.521	0.19	9/7/2022	91.21	512
FNMA 5.375 10/17/2025-24	3135GAKU4	5,000,000.00	5,000,000.00	10/17/2025	5.375	1.15	12/21/2023	100	565
FNMA 0.5 11/7/2025	3135G06G3	1,295,000.00	1,169,555.72	11/7/2025	4.152	0.27	1/5/2023	90.313183	586
FNMA 0.5 11/7/2025	3135G06G3	830,000.00	743,924.04	11/7/2025	4.682	0.17	3/7/2023	89.629402	586
FNMA 0.5 11/7/2025	3135G06G3	885,000.00	815,301.29	11/7/2025	3.719	0.19	4/5/2023	92.12444	586
FNMA 0.57 12/29/2025-21	3135GABS9	5,000,000.00	4,563,350.00	12/29/2025	4.967	1.05	11/17/2023	91.267	638
FNMA 2.125 4/24/2026	3135G0K36	545,000.00	519,466.75	4/24/2026	3.805	0.12	5/3/2023	95.315	754
FNMA 0.75 7/30/2026-20	3136G4D91	1,000,000.00	888,980.00	7/30/2026	5.116	0.20	10/27/2023	88.898	851
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.15	10/29/2020	100	942
FNMA 5.625 11/24/2026-24	3135GAKB6	5,000,000.00	5,000,000.00	11/24/2026	5.625	1.15	11/27/2023	100	968
FNMA 5 1/4/2027-24	3135GAL58	5,000,000.00	4,998,750.00	1/4/2027	5.009	1.15	1/12/2024	99.975	1,009
FNMA 5 1/8/2027-25	3135GALP4	5,000,000.00	5,000,000.00	1/8/2027	5.000	1.15	1/12/2024	100	1,013
FNMA 5.25 2/2/2027-24	3135GAMS7	5,000,000.00	5,000,000.00	2/2/2027	5.250	1.15	2/2/2024	100	1,038

FNMA 5.3 3/4/2027-25	3135GAPU9	5,000,000.00	5,000,000.00	3/4/2027	5.300	1.15	3/4/2024	100	1,068
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.15	11/4/2020	100	1,313
Sub Total / Average FNMA Bond		92,237,000.00	90,883,453.24		3.021	20.82		98.643248	659
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	90,598.66	90,598.66	N/A	5.210	0.02	6/29/2012	100	1
NCCMT LGIP	NCCMT481	19,228,176.65	19,228,176.65	N/A	5.210	4.41	12/31/2005	100	1
NCCMT LGIP	NCCMT271	225,249.82	225,249.82	N/A	5.210	0.05	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		19,544,025.13	19,544,025.13		5.210	4.48		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	16,105,423.70	16,105,423.70	N/A	5.000	3.69	3/31/2019	100	1
Sub Total / Average Money Market		16,105,423.70	16,105,423.70		5.000	3.69		100	1
Treasury Bill									
T-Bill 0 8/22/2024	912797KC0	5,000,000.00	4,871,791.67	8/22/2024	5.307	1.12	2/23/2024	97.435833	144
Sub Total / Average Treasury Bill		5,000,000.00	4,871,791.67		5.307	1.12		97.435833	144
Total / Average		439,801,448.83	436,499,698.94		3.043	100		99.290785	560