



City Council Agenda

Thursday, November 14, 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

September 24, October 8, October 10, October 15, and October 22, 2024.

IV. Presentations

1. Presentation of a Proclamation recognizing Saturday, November 30th, as Small Business Saturday in Concord.
2. Presentation of a Proclamation in remembrance of Marvin H. Caldwell and recognition of the 50th anniversary of Echo Park being renamed to Marvin Caldwell Park.
3. Presentation of a Resolution in Remembrance of Bradley Eugene Cohen.

V. Unfinished Business

VI. New Business

A. Informational Items

1. Concord United Committee Annual Presentation.

B. Departmental Reports

1. Parks and Recreation Bond update
2. Downtown Streetscape update

C. Recognition of Persons to be Heard

D. Public Hearings

1. Conduct a public hearing pursuant to NC General Statutes Sec. 158-7.1 and consider offering a contract for a one year / 85% tax based Center City Economic Development Incentive Grant to Hood Ventures, LLC to locate at 112, 116, 130, and 142 Cabarrus Ave. E, Concord, NC.

Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. Hood Ventures, LLC is proposing a mixed-use development between Bonnie St. SE and Woodsdale Pl. SE along Cabarrus Ave. E within the geographic boundary of the Center City Economic Development Grant Program. The proposed project includes approximately 210 residential units (62 one bedroom and 148 two bedroom) in addition to approximately 10,379 SF of commercial space. Hood Ventures, LLC proposed investment represents a total of approximately \$48,300,000 in real and personal property within Concord's Center City which is an area that encompasses several older established residential neighborhoods and five major transportation corridors.

The 2021 Downtown Master Plan states, "The entire Cabarrus Avenue East corridor from Church St. to Reed St. NE has multiple opportunities for high density residential development and creating a streetscape that strengthens this area's connection to downtown. These improvements along with the plans for the Church St. corridor will help expand the footprint and influence of downtown, growing the local economic base." The intersection of Cabarrus Ave. E and Reed St. NE is specifically identified in

the plan as one of the 9 “opportunities” in the development framework “where key public interventions can leverage private investments.”

The 2030 Land Use Plan recommends completing the array of housing, infrastructure, service and recreation needed to solidify the identity competitive position of downtown as a daytime and nighttime activity center. The LUP recommends creating incentives to encourage compatible-character development in underutilized areas, Cabarrus Ave. being identified as one of three areas listed along with Church Street and Corban Avenue.

The total value of the city’s one year grant is estimated to equal \$172,431 based on an estimated investment of \$48,300,000. The actual payment will be based on the actual investment made by the company. The City of Concord would still collect a 1-year net revenue of \$30,429 after the incentive payment. See the attached grant analysis for additional details.

Recommendation: Conduct a public hearing and consider offering a contract for one year at 85% tax-based Center City Economic Development Incentive Grant to Hood Ventures, LLC to locate at 112, 116, 130, and 142 Cabarrus Ave E.

2. Conduct a public hearing and consider adopting an ordinance annexing +/- 1.905 acres at 618 Springbrook Ave. NE (PIN 5631-16-8364) owned by Amelia Black.

Voluntary annexation petition of +/- 1.905 acres of property at 618 Springbrook Ave. NE. The property is currently zoned RM-1 (in ETJ). The City Council reviewed the preliminary application for water and sewer at the September 12, 2024 regular council meeting and voted to have the applicant proceed to the final application phase, including the voluntary annexation process as outlined in Section 62-81 of the City Code prior to residential water and sewer service application.

Recommendation: Conduct a public hearing and consider a motion adopting the annexation ordinance and set the effective date for November 14, 2024.

3. Conduct a Public Hearing for case Z(CD)-27-23 and consider adopting an ordinance amending the official zoning map for +/- 13.44 acres of property located at 805 Branchview Dr. from RM-1 (Residential Medium Density) to RV-CD (Residential Village – Conditional District).

The Planning and Zoning Commission heard the above referenced petition at their October 15, 2024 meeting and voted 7-1 to deny the proposed rezoning request. The applicant is requesting to rezone the subject property from RM-1 (Residential Medium Density) to RV-CD (Residential Village – Conditional District) to construct a single-family attached (town-homes) development. The site would contain a maximum of eighty (80) town-homes on individual lots. One person spoke in support of the request, five people spoke in opposition to the request.

Recommendation: Conduct a public hearing and consider adopting an ordinance amending the official zoning map from RM-1 (Residential Medium Density) to RV-CD (Residential Village – Conditional District).

4. Conduct a public hearing to consider adopting an ordinance amending Articles 5 “Subdivision Plats, Site Plans, Construction Plans”, Article 7 “Base Zoning Districts”, Article 8 “Use Regulations,” Article 9 “Special Purpose and Overlay Districts,” Article 10 “Development and Design Standards,” Article 12 “Sign Standards”, and Article 14 “Definitions” of the Concord Development Ordinance (CDO) to correct errors, provide clarity and comply with the North Carolina General Statutes.

In the day-to-day administration of the CDO, staff has identified numerous opportunities to make administration more efficient to make corrections, and to bring the requirements into compliance with the NC General Statutes. This amendment involves minor changes and is essentially corrective in nature but does include minimal changes that the staff finds reasonable.

The changes involve, but are not limited to plat certificate requirements, bonding of stormwater facilities, addition of consistent setback requirements for large multifamily developments, corrective changes to the use table and the associated requirements of Article 8, minor modification of day care and home

occupation requirements, slight reorganization of Article 9 and location requirement clarification for ground mounted signs. The Planning Commission staff report, including a complete strike-through document, are included. The staff report details all of the changes. At their October 15, 2024 meeting, the Planning and Zoning Commission unanimously recommended the amendment to Council.

Recommendation: Motion to adopt an ordinance amending Articles 5, 7, 8, 9, 10, 12 and 14.

E. Presentations of Petitions and Requests

1. Consider naming a street in the Brown Operations Center to Public Works Way SW.

There is an existing unnamed drive that connects Warren C. Coleman Blvd S to Alfred Brown Jr Ct SW. This drive is now serving the Traffic Management Center and the Fleet Services Facility, currently under construction.

In accordance with the Addressing Ordinance, the naming of the drive and subsequent posting of street name signs will necessitate new addresses being assigned to the Traffic Management Center (currently 880 Warren C. Coleman Blvd S) and Fleet Services Facility (currently 605 Alfred Brown Jr Ct SW). Those addresses will change to Public Works Way SW addresses.

Recommendation: Motion to approve the naming of this street to Public Works Way SW.

2. Consider adopting a resolution authorizing an eminent domain action for a parcel located at 3625 Rock Hill Church Road.

This property is currently owned by all heirs, known and unknown, of Helen C. Allison (DOD March 25, 1993). Acquisition of this property is necessary for the reconstruction of a 100kv electric transmission line. The permanent utility easement is appraised at a value of \$9,875.

Recommendation: Consider making a motion to adopt a resolution authorizing an eminent domain action for a permanent utility easement located at 3625 Rock Hill Church Road.

3. Consider approving the 2025 funding request from WeBuild Concord.

WeBuild Concord's FY 25 request is for \$1.8 million of construction funds. The funds will be directly spent on the 114 Kerr Street Church, Corban Ave 55+, and 266 Malvern Ave projects. The funding will also help offset costs for the Wilson Street, Ramseur Home, and potential 240 Pitts Road Church projects. These funds will be used to supplement or offset projects totaling well over \$9 million in their current stages and will exceed this amount if WeBuild moves forward with the larger project at 240 Pitts Road.

Recommendation: Motion to approve the 2025 funding request from WeBuild Concord in the amount of \$1.8 million.

4. Consider authorizing the City Manager to negotiate and execute Amendment 3-Work Authorization 2204 with Talbert, Bright and Ellington, Inc. (TBE) for North Apron Access Road.

TBE will provide engineering, design services for a sanitary sewer lift station to be included in the North Apron Access Road project at Concord-Padgett Regional Airport. The sanitary sewer lift station is required by the City after utility design review. The cost for the Amendment 3 is \$43,958. To date, the cost of services for engineering is \$448,559 including original contract and Amendment 1 and 2.

The project is being funded through a special appropriation with the General Assembly with a \$5 million grant.

Recommendation: Motion to authorize the City Manager to negotiate and execute Amendment 3 with TBE for the designing the lift station as part of the North Apron Access Road.

5. Consider awarding material bids to Substation Enterprises, Virginia Transformer Corporation, Siemens Industry, Inc, and Avail Switchgear systems in the amount of \$4,334,604 for Substation N on Vinehaven Drive.

Substation N is located at 1050 Vinehaven Dr. It will be a 100kV delivery point as well as a 13kV retail substation. Sub N is being built to increase capacity in the Copperfield area as growth continues.

A formal bid was held on October 22, 2024 for materials at Substation N. For schedule I, Substation Enterprises submitted a bid for the steel structure totaling \$374,324. For schedule II, Virginia Transformer Corporation submitted a bid for two power transformers totaling \$3,026,600. For schedule V, Siemens Industry, Inc. submitted a bid for two 15kV circuit breakers totaling \$63,680. For schedule VI, Avail Switchgear Systems submitted a bid for the metal clad switchgear totaling \$870,000.

Schedule III only received one bid, and it didn't meet our minimum specifications. Schedule IV did not receive any bids.

Recommendation: Motion to award material bids to Substation Enterprises, Virginia Transformer Corporation, Siemens Industry, Inc. and Avail Switchgear systems in the amount of \$4,334,604 for Substation N on Vinehaven Drive.

6. Consider purchasing two 115kV Circuit Switchers for Substation N from Wesco Distribution using Sourcewell contract for competitive bid pricing.

Substation N will require two 115kV circuit switchers to enable transformer protection at the City of Concord's delivery point from Duke Energy. These 115kV circuit switchers are available for purchase from Wesco Distribution using their Sourcewell contract for efficient and competitive procurement and are quoted at \$250,384.28. The circuit switchers bid by Wesco are manufactured by S&C Electric Company and meet the required specifications for this site. The City has numerous S&C circuit switchers on the system and is satisfied with the performance of this equipment.

Recommendation: Motion to purchase two 115kV Circuit Switchers from Wesco Distribution using Sourcewell contract bid for \$250,384.28.

7. Consider approval to move forward with the conveyance based on the preliminary plat of 25.127 acres of the Red Hill Development open space located off Troxler Circle and Lucky Drive. Authorize the City Manager to negotiate and execute the Memorandum of Understanding (MOU) between the City of Concord and Niblock Homes and move forward with the finalized plat.

The 25.127 acre property under consideration for conveyance already includes two developed trailhead parking lots with a total of 21 parking spaces, 0.75 miles of natural surface trail, and a bridge crossing an intermittent tributary. The area near the larger parking lot has a cut curb to accommodate bus unloading and loading for visits to the historic area. The Memorandum of Understanding (MOU) establishes an agreement between Niblock Homes and the City of Concord to build a replica of the Red Hill Tavern as a Community Room, which will include two restroom facilities. This building will then be transferred to the City for Parks and Recreation to manage, providing a new amenity for the citizens of Concord. The 0.75 miles of natural surface trail is identified in our Open Space Connectivity Plan as part of the Irish Buffalo Creek Greenway Corridor. The future restrooms would serve as a convenience for trail users along this corridor. The community room would offer reservable space for citizens to use for meetings and birthday parties. The City of Concord would incur operational impacts associated with the conveyance of the building and greenway. There would be a one-time cost of \$61,575 and an additional \$9,750 in recurring annual costs. This greenway corridor is a future connection that will link Kannapolis to Gibson Mill and Downtown Concord. It is also designated as a priority corridor for the Carolina Thread Trail. Once the City receives the finalized plat lines and the deed is transferred, we will seek Council approval for acceptance.

Recommendation: Motion to accept the preliminary conveyance of the 25.127 acres and authorize the City Manager to execute the attached MOU.

8. Consider authorizing the City Manager to negotiate and execute a contract with GMV Syncromatics Corporation for a CAD/AVL system, automated passenger counters, and on-board WiFi for Rider Transit.

Rider Transit released an RFP in August 2024 for a computer aided dispatch/automatic vehicle location system, automated passenger counters, and on-board WiFi. As an upgrade to our current system, GMV's product will provide more modern, enhanced, and user-friendly real-time vehicle location information to both Rider Transit staff and customers. Automated passenger counters will provide precise ridership data on a stop-level basis at 98 percent accuracy. Dedicated on-board WiFi will provide a high-capacity, and more reliable network for customers. Five proposals were received and evaluated by staff. Following evaluation and product demonstrations from finalists, GMV was selected as the most responsive, responsible, and best value to the City.

Total cost of the contract over three years will not exceed \$469,975. Federal grant funding from the Federal Transit Administration has been secured to cover 75% or \$352,494 of the total project cost. The remaining 25% or \$117,482 will be split evenly by the City of Concord and City of Kannapolis resulting in a cost to Concord of \$58,741.

The Concord Kannapolis Area Transit Commission unanimously recommended to approve this contract at its October 2024 meeting.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with GMV Syncromatics Corporation for a CAD/AVL system, automated passenger counters, and on-board WiFi for Rider Transit.

9. Consider adopting a resolution in support of the NCDOT project to modify the intersection of Bruton Smith Blvd (SR 2894) and Weddington Rd.

North Carolina Department of Transportation (NCDOT) is proposing to modify the intersection of Bruton Smith Blvd (SR 2894) and Weddington Rd to improve safety and operations. The project is to include re-configuring turning movements on the Weddington Rd approaches, establish a right turn lane in the eastbound direction on Bruton Smith Blvd, and repaving and re-striping of the intersection as well as coordinate new timing patterns to more efficiently move traffic. City of Concord Transportation staff, through agreements with NCDOT, will continue to monitor and refine operations of the mentioned intersection. NCDOT is asking for local municipal support from Concord of this project. NCDOT will fully fund the improvements noted to the intersection.

Recommendation: Motion to adopt a resolution in support of the NCDOT project to modify the intersection of Bruton Smith Blvd (SR 2894) and Weddington Rd.

10. Consider authorizing the City Manager to negotiate and execute a construction contract with BRS Inc. for the construction of the 12" Public Sewer Extension Phase 3 and to adopt a capital project ordinance amendment.

Bids were received on November 1, 2024 for the construction of a 12" Public Sewer Extension located along Coddle Creek Tributary to serve The Grounds at Concord. BRS Inc. was the low bidder with a total bid of \$2,075,932.10.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with BRS Inc. in the amount of \$2,075,932.10 for the construction of the 12" Public Sewer Extension Phase 3 and to adopt a capital project ordinance amendment.

11. Consider adopting changes to the City of Concord's Sewer Allocation Policy.

The proposed changes include general text cleanup and revisions to better reflect the project prioritization process. It also removes all remaining references to the policy score which is no longer used.

Recommendations: Motion to adopt changes to the City of Concord's Sewer Allocation Policy.

12. Consider modifying the Economic Development Agreement with Bootsmead LeaseCo. LLC

The City of Concord is requesting an intermediate reimbursement for work on the 12" Public Sewer Extension that has been completed. The current agreement does not allow for an intermittent disbursement. By modifying the terms of the existing agreement initially approved in May of 2020, the escrow company will be able to disburse funds back to the City for sewer that has been installed. An additional reimbursement will be made at the completion of the final phase of the sewer extension project.

Recommendation: Motion to modify the Economic Development Agreement with Bootsmead LeaseCo. LLC.

13. Consider a Preliminary Application from Zil McCurdy.

In accordance with City Code Chapter 62, Zil McCurdy has submitted a preliminary application for water service at 9750 Dewitt Rd. Concord NC which is located outside of Concord City limits. The property is currently undeveloped, and the owners would like to construct a single family home. The parcel is zoned LDR, 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.

14. Consider a Preliminary Application from Robert Rahilly

In accordance with City Code Chapter 62, Robert Rahilly has submitted a preliminary application for water service at 5615 Zion Church Rd, Concord, NC 28025 which is located outside of the Concord city limits. The property is currently undeveloped and the owners would like to construct a single family home. The parcel is zoned LDR 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.

VII. Consent Agenda

A. Consider authorizing the Division of Emergency Management to apply for the FY2025 FEMA Public Assistance Grant.

Cabarrus County was recently added to the North Carolina disaster declaration area as a result of Tropical Storm Helene. The FEMA Public Assistance Grant allows areas within the declared area to submit for the reimbursement of eligible funds spent, related to emergency response, storm damages, and debris removal.

Recommendation: Motion to authorize the Fire Department's Division of Emergency Management to apply for reimbursement funds through the FY2025 FEMA Public Assistance Grant.

B. Consider authorizing the City Manager to execute the 2023 NCEM State & Local Cybersecurity Grant Program (SLCGP) agreement in the amount of \$74,542.

The City of Concord was awarded the 2023 NCEM State & Local Cybersecurity Grant Program (SLCGP) in the amount of \$74,542. Acceptance of the 2023 NCEM State & Local Cybersecurity Grant Program (SLCGP) agreement will help augment our visibility over our internal network traffic allowing us to view and respond to network traffic anomalies or cybersecurity incidents much faster.

Recommendation: Motion to authorize the City Manager to execute the 2023 NCEM State & Local Cybersecurity Grant Program (SLCGP) along with the attached budget ordinance to appropriate the funds.

C. Consider authorizing the City Manager to negotiate and execute a contract with the NC Sheriffs' Association (NCSA) Purchasing Program for the purchase of a USAR (Urban Search and Rescue) and Deacon Haz-Mat unit replacements.

The Fire Department is requesting to purchase two support vehicles using the NCSA cooperative contract for two fire apparatus. The City can purchase these units for a total cost of \$686,644, which includes a chassis with the latest safety features available. The pre-payment method is required for the chassis only. The requested amount is within the approved funding for the vehicle capital account in the FY 24-25 budget. The truck will be purchased from Fastlane Emergency Vehicles and will have a 10-month build time on the apparatus.

Motion to approve the City Manager to negotiate and execute a contract with Fast Line Emergency Vehicles for the purchase of two Freightliner M2 apparatus using the North Carolina Sheriffs' Association purchasing contract.

D. Consider authorizing the City Manager to pursue cost-recovery litigation for possible insulin price-fixing.

The City is seeking to recover the difference between the cost charged for insulin and the “true” cost of the drug.

Recommendation: Motion to authorize the City Manager to pursue potential cost-recovery litigation for insulin price-fixing.

E. Consider abandoning a portion of public utility easement across property at 76 and 74 Reed Street (PIN 56219082780000 and 56219083840000).

There is a public utility easement recorded in Deed Book 8 Page 481 to the City of Concord. The water line has been abandoned, and this easement is not necessary.

Recommendation: Motion to approve the attached resolution authorizing the Abandonment of Easement.

F. Consider authorizing the City of Concord Housing Department to enter into a Tenant Participant Fund Agreement with the Resident Council.

The agreement establishes the parties' relationship as it relates to Tenant Participation Funds and governs decisions on how Tenant Participation Funds are budgeted, disbursed, and audited. This agreement establishes a collaborative partnership, provides flexibility, and supports the independence and leadership of the Resident Council. This agreement is based on 24 CFR 964.150 and HUD Notice PIH 2021-16 (HA), Guidance on the use of Tenant Participation Funds.

Recommendation: Consider authorizing the Housing Department to enter into an agreement with the Resident Council for the use of Tenant Participation funds.

G. Consider Authorizing the City Manager to negotiate and execute a task order with current on-call consultant RK&K for the City of Concord's Pavement Evaluation Services.

This task order consists of the selected service provider performing a thorough, objective, 3rd party evaluation of all City maintained streets and recommending preventative maintenance and rehabilitation schedules as well as other measures to increase the effectiveness of the City's street maintenance program and optimize the City's maintenance budget. Funds for this task order are part of the FY2024-2025 Transportation Department Powell Bill allotment.

Proposals were requested from the current Transportation on-call consultants, with RK&K providing information in line with the scope. The base cost estimate provided in the proposal is \$138,522.50.

Recommendation: Motion to authorize the City manager to negotiate and execute a task order with current on-call consultant RK&K for Pavement Evaluation Services.

H. Consider authorizing the City Manager to execute an agreement with the North Carolina Department of Transportation (NCDOT) for acceptance of a supplemental award of federal Congestion Mitigation and Air Quality (CMAQ) program funds for TIP Project C-5603I, US 601 at Flowes Store Rd/Miami Church Rd.

In January 2017, City Council passed a resolution supporting the application for Congestion Management Enhancements on US 601 at Flowes Store Rd/Miami Church Rd involve constructing an additional lane and sidewalk on US 601 from Flowes Store Rd/Miami Church Rd to Zion Church Rd., E/NC 49 Interchange. The additional lane, with taper, will begin 550' east of Flowes Store Rd and be added in the westbound direction. A municipal agreement was executed between NCDOT and the City of Concord in August 2018. The total cost at the time was \$2,361,470, split 80/20 (\$1,889,176 CMAQ and \$472,294 City). The project was suspended November 2019 due to NCDOT funding and subsequently lifted in November 2020. In July 2023, City Council supported applying for additional funding due to cost inflation.

The revised agreement, including the current engineering phase, future right-of-way, and construction phases totals \$5,631,400. Staff is requesting approval to accept additional funding and to make this whole in the total amounts of \$4,505,114 in CMAQ funding (80%), and match \$1,126,279 from the City's Transportation Project Fund (20%).

Recommendation: Motion to consider authorizing an agreement with the North Carolina Department of Transportation (NCDOT) for acceptance of a supplemental award of federal Congestion Mitigation and Air Quality (CMAQ) program funds for TIP Project C-5603I, US 601 at Flowes Store Rd/Miami Church Rd.

I. Consider accepting an Offer of Dedication of an access easement and approval of the maintenance agreement from Buffalo Terrace, LP.

In accordance with the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: SCM Maintenance & Access Easement to serve 307 Concord Parkway N. Access easements and SCM maintenance agreements are being offered by the owners.

Recommendation: Motion to approve the maintenance agreements and accept the offers of dedication to the following properties: Buffalo Terrace, LP property located at 307 Concord Parkway N. (PIN) 5610-95-7618.

J. Consider Accepting an Offer of Dedication of an access easement and approval of the maintenance agreement from HSREI, LLC and HGREI, LLC.

In accordance with the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: SCM Maintenance & Access Easement to serve 4325 Papa Joe Hendrick Blvd. Access easements and SCM maintenance agreements are being offered by the owners.

Recommendation: Motion to approve the maintenance agreements and accept the offers of dedication to the following properties: 4325 Papa Joe Hendrick Blvd. (PINs): 4598-19-8312, 4598-39-0082, 4598-28-6566, 4598-28-0939.

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

In accordance with CDO Article 5, the following final plats and easements are now ready for approval: 95625 and 95618 Axial Bonds Farm Tracks 1 and 2, Buffalo Terrace Apartments, Sycamore at Christenbury, Copperfeild Blvd, Cannon Run Revision Plat, Corrie's Meadow Ph 1, Tribek-Morris Tract Industrial, 94521 Lilly Concord Suvdivision, and 96189 Concord Commerce Park Ph1 Map1. Various utility easements and public rights-of-ways are offered by the owners.

Recommendation: Motion to accept the offer of dedication on the following plat and easements: 95625 and 95618 Axial Bonds Tracks 1 and 2, Buffalo Terrace Apartments, Sycamore at Christenbury, Copperfeild Blvd, Cannon Run Revision Plat, Corrie's Meadow Ph 1, Tribek-Morris Tract Industrial, 94521 Lilly Concord Subdivision, and 96189 Concord Commerce Park Ph1 Map1.

L. Consider amending the Fees, Rates and Charges Schedule for the Aviation Department to update the Long-Term Lot Parking fee and add a Corporate Hangar Stacking/Towing fee.

This update would change the title of the Long-Term Lot Parking fee to the Overflow Lot Parking fee to better describe the lot. In addition, the Overflow Lot Parking fee will increase to \$12/day from the current \$10/day.

The second change to the Fees, Rates and Charges Schedule will be to add a Corporate Hangar Stacking/Towing fee of \$1,000/month. Corporate hangars are defined as those that are rented out completely to one entity. These often have multiple aircraft stored in them. The current lease payments cover the rent of the building and do not include the time of Aviation staff and the wear and tear on Aviation equipment to move multiple aircraft on a day-to-day basis. This fee will cover the rising costs of personnel, replacing towing equipment as needed, and cover the liability associated with moving aircraft in and out of the hangar. Both of these fees will go into effect on December 1, 2024.

Recommendation: Motion to adopt the Fees, Rates and Charges Schedule Overflow Lot Parking fee and Corporate Hangar Stacking/Towing fee update for the Aviation Department.

M. Consider adopting a budget ordinance amendment to appropriate a \$685 donation from Mayor Golf Tournament reserves to Cabarrus Victim's Assistance Network (CVAN).

The annual Mayor's Golf Tournament was held Friday, October 4, 2024. As in previous years, players could make a donation to CVAN at Hole 11. This year, \$685 was raised. A budget ordinance amendment is needed to appropriate the donation amount to CVAN.

Recommendation: Motion to adopt a budget ordinance amendment to appropriate a \$685 donation from Mayor Golf Tournament reserves to Cabarrus Victim's Assistance Network (CVAN).

N. Consider adopting ordinances to amend the FY2024/2025 Budget Ordinance to appropriate insurance reimbursements received.

The City of Concord received insurance reimbursements to cover repairs of damaged vehicles and equipment. The attached budget amendments will appropriate these funds to the respective impacted departments.

Recommendation: Motion to adopt ordinances to amend the FY2024/2025 Budget Ordinance to appropriate insurance reimbursements received.

O. Consider adopting an ordinance to amend the FY 2024/2025 Budget Ordinance for the Electric Fund and an ordinance to amend the Utility Capital Reserve Fund project budget.

The attached Electric Fund budget amendment funds three separate items; (1) replacement of a load tap changer at Sub H that is not working correctly; (2) transfer of \$5 million to the utility capital reserve fund for future CIP projects; and (3) increase the electric rate stabilization reserve by \$4,500,000. All three of these items are being funded by FY24 earnings that closed to retained earnings. The rate stabilization reserve balance will be \$15,000,000 after this budget amendment is approved.

The utility capital reserve budget amendment allocates the \$5,000,000 being transferred from the Electric Fund to future project reserves. These funds will be available to fund projects in the CIP in future years.

Recommendation: Motion to adopt an ordinance to amend the FY 2024/2025 Budget Ordinance for the Electric Fund and an ordinance to amend the Utility Capital Reserve Fund project budget.

P. Consider adopting an ordinance to amend the Rider Transit ARPA Operating Assistance grant project budget.

The attached budget amendment increases revenue to the City of Concord by \$334,342 in the form of American Rescue Plan Act funds from the Federal Transit Administration at 100% federal share. These funds were reallocated from Cabarrus County Transportation Services and the Rowan Transit System to Rider Transit (City of Concord) after Cabarrus County Transportation Services and the Rowan Transit System determined that they would be unable to use the funds prior to the federal lapse date.

Recommendation: Motion to adopt an ordinance to amend the Rider Transit ARPA Operating Assistance grant project budget.

Q. Consider adopting an ordinance to amend the Rider Transit 5339 Bus and Bus Facilities Grant Project Budget.

The attached budget amendment of \$90,444 increases federal revenue to the City of Concord by \$72,355 in the form of 5339 formula funds from the Federal Transit Administration at 80% federal share. These funds were reallocated from Cabarrus County Transportation Services and the Rowan Transit System to Rider Transit (City of Concord) after Cabarrus County Transportation Services and the Rowan Transit System determined that they would be unable to use the funds prior to the federal lapse date.

Recommendation: Motion to adopt an ordinance to amend the Rider Transit 5339 Bus and Bus Facilities Grant Project Budget.

R. Consider approving a change to the classification/compensation system to include the following classification: Civilian Traffic Crash Investigator.

The addition of this new classification will increase the ability to attract and retain employees and provide enhanced expertise for the City of Concord.

Recommendation: Motion to approve the addition of the Civilian Traffic Crash investigator (Grade 55) with a salary range of \$53,144.64 (minimum) - \$70,416.65 (midpoint) - \$87,688.65 (maximum).

S. Consider receiving quarterly report on water and wastewater extension permits issued by the Engineering Department in the third quarter of 2024.

In accordance with City Code Chapter 62 are the attached reports outlining the water and wastewater extension permits that were issued between July 1, 2024 and September 30, 2024.

Recommendation: Motion to receive the third quarter water and wastewater extension report for 2024.

T. Consider the required reporting related to the annual information on the Identity Theft Program.

Staff is required to review the City's Identity Theft Detection and Prevention Program each year to ensure that the City is in compliance and also to ensure that the policy remains current. Staff is also required to disclose to City Council any identity theft issues that have been noted in the past 12 months. Staff has reviewed the current policy and has found no issues. The identity theft issues are detailed in the attached document for your review. There were no incidents of identity theft during this reporting period.

Recommendation: Accepting the annual report on the City's Identity Theft Program.

U. Consider acceptance of the Tax Office reports for the month of September 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 September 2024.

V. Consider Approval of Tax Releases/Refunds from the Tax Collection Office for the month of September 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 over-payments, situs errors and/or valuation changes.

Recommendation: Motion to approve the Tax releases/refunds for the month of September 2024.

W. Receive monthly report on status of investments as of September 30, 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)
Concord/Kannapolis Transit Commission
Centralina Regional Council
Water Sewer Authority of Cabarrus County (WSACC)
WeBuild Concord
Public Art Commission
Concord United Committee

IX. General Comments by Council of Non-Business Nature

X. Closed Session (If Needed)

XI. Adjournment

*IN ACCORDANCE WITH ADA REGULATIONS, PLEASE NOTE THAT ANYONE WHO NEEDS AN ACCOMMODATION TO PARTICIPATE IN THE MEETING SHOULD NOTIFY THE CITY CLERK AT (704) 920-5205 AT LEAST FORTY-EIGHT HOURS PRIOR TO THE MEETING.

Project Name: Hood Ventures, LLC
City of Concord Economic Development Grant Analysis

Total Assessed Value	
City taxes at .42	
Grant @ 85 %	
Net Taxes to City	

This document is for calculation purposes only. The numbers computed here are estimated based on general assumptions provided by the client, the Cabarrus County Tax office and the North Carolina Dept of Revenue. Actual grants may vary

Note: Grants Subject to City of Concord Economic Development Grant Program Requirements & governmental body approval.



	Year 1
	\$48,300,000.00
	\$ 202,860.00
	\$ 172,431.00
	\$ 30,429.00
1 year taxes	\$ 202,860.00
1 year grant	\$ 172,431.00
1 year net revenue	\$ 30,429.00

Meeting Date

November 14, 2024

Annexation Staff Report

This request is a voluntary annexation petition of one (1) parcel totaling +/- 1.905 acres of property at 618 Springbrook Ave. NE. The property is currently zoned RM-1 (Residential Medium Density) within the City of Concord's ETJ. The property is owned by Amelia Black. A map has been provided depicting the location of the property.

The property in question was acquired by Amelia Black by deed recorded in Cabarrus County Register of Deeds Book 16825 Page 0165 as recorded on February 23, 2024. A rezoning hearing will not be required as this parcel is located in the ETJ. The subject parcel is located within the Suburban Neighborhood Land Use Category of the 2030 Land Use Plan.

The City of Concord Council reviewed the preliminary application for water and sewer at the September 12, 2024, regular council meeting and voted to have the applicant proceed to the final application phase, including the voluntary annexation process as outlined in Section 62-81 of the City Code prior to residential water and sewer service application.

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 October 30, 2024 and was advertised in the Independent Tribune on November 2, 2024.



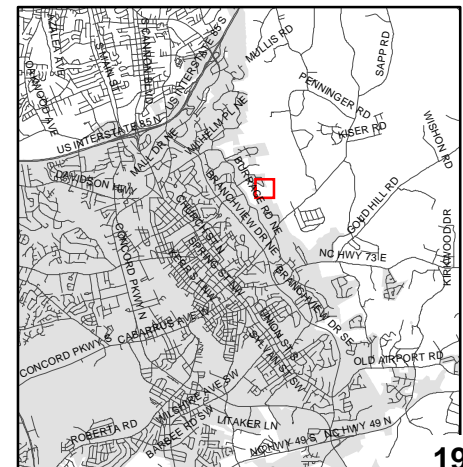
**ANX-08-24
AERIAL**

618 Springbrook Ave NE

PIN: 5631-16-8364



	Annexation Area
	City of Concord
	Parcels



AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF
CONCORD, NORTH CAROLINA TO INCLUDE +/- 1.905 ACRES OF PROPERTY
LOCATED AT 618 SPRINGBROOK AVE. NE., CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-31 by the City of Concord, on November 14th, 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 November 14, 2024 after due notice by The Independent Tribune on November 2nd, 2024; and

WHEREAS, the City Council finds that the petitions meet requirements of G.S. 160A-31;

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-31, the following described territory is hereby annexed and made part of the City of Concord, as of the 14th day of November 2024:

Lying and being in Number Five (5) Township of Cabarrus County, North Carolina and Being all of Lot Number 2, containing 1.905 acre, more or less as shown on the map for "Filippa B. Bost #624 Springbrook Avenue", as surveyed and platted, a copy of which plat is filed in the Office of the Register Deeds for Cabarrus County in Map Book 44. Page 100 to which map book and page reference is hereby made for a complete description thereof by metes and bounds.

Beginning at a ½" rebar on the south side of Springbrook Avenue NE the common corner of Lot 1 & 2 as shown on Map Book 44 page 100 thence, with the southern right of way of Springbrook Avenue NE a curve to the left having a radius of 683.16' and an arc length of 88.28' subtended by a chord bearing S 67-24-13 E and chord distance 88.22' to a ½" rebar thence, N 19-06-30 E 50.00' to a bent ¾" pipe in the eastern margin of Knollcrest Drive NE thence, S 70-54-44 E 242.25' to a bent 5/8" rebar thence, S 18-34-11 E, passing a 5/8" rebar at 63.16', a total distance of 246.81' to a 5/8" rebar thence, N 73-58-46 W 501.58' to a ½" rebar the common corner of Lot 1 & 2 thence, N 25-25-59 E 178.73' to the Point of Beginning and being 1.905 acres, lot 2 of Map Book 44 page 100 by David R. Garrott dated February 23rd, 2024.

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 14th day of November 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: October 15, 2024

REZONING CASE #: Z(CD)-27-23

ACCELA: CN-RZC-2023-00023

DESCRIPTION: Zoning Map Amendment
RM-1 (Residential Medium Density) to RV-CD (Residential Village – Conditional District)

APPLICANT/OWNER: Capital Land Partners, LLC/Hermitage Associates

LOCATION: 805 Branchview Dr SE

PIN#s: 5630-55-3690, 5630-45-9844

AREA: +/- 13.44 acres

PREPARED BY: George Daniels, Senior Planner

BACKGROUND

The subject properties consist of two parcels comprising 13.44 acres on the northeast side of Branchview Dr SE, west of the intersection of Crestside Dr SE. The property is currently undeveloped.

HISTORY

The property was annexed into the City before 1979 and the earliest recorded zoning was R-1 Residential. The zoning was converted to RM-1 (Residential Medium Density) with the adoption of the Unified Development Ordinance (UDO) and remained with the conversion to the Concord Development Ordinance (CDO). The property is vacant/wooded and does not appear to have ever been developed in the past.

SUMMARY OF REQUEST

The applicant is requesting to rezone the subject property from RM-1 (Residential Medium Density) to RV-CD (Residential Village – Conditional District) to construct a single-family attached (townhomes) development. The site would contain a maximum of eighty (80) townhomes, on individual lots. This would be at a density of ~ 6 dwelling units per acre (RV zoning has a maximum allowance of 8 units per acre). For comparison with the surrounding zoning, RM-1 (Residential Medium Density) allows for a maximum density of 3 units per acre. The zoning application is conditional on meeting the site plan that has been submitted. The plan includes additional guest parking areas as required by the CDO, amenity areas (pocket park, dog park and playground), and buffers and screenings from adjacent residential properties. Forty-eight (48) of the proposed townhomes would have front-loaded driveway access, while thirty-two (32) would have rear-loaded driveways.

A TIA (Traffic Impact Analysis) has been completed and approved for this project. Part of this analysis has resulted in the plan including improvements to Branchview Dr SE. These are shown on the plans as a left turn lane with 100 feet of storage from the eastbound lane, and a right turn lane with 100 feet of storage on the lane headed west. Traffic exiting the site will have full access to turn left or right onto Branchview Dr SE.

The surrounding zoning on all sides of the subject property is RM-1 (Residential Medium Density). The surrounding land use is single-family residential homes. To the north the property is abutted by homes in the Winecoff Hills subdivision and to the east by the Mountain Brook subdivision. Across Branchview Dr SE is the McEachern Greenway with this segment connecting McGee Park with Myers Park. Myers Park is located approximately 400 feet south of the property across Branchview Dr SE and Lawndale Ave SE.

The conditional zoning process allows particular uses to be established on a case-by-case basis on a specific property. If a petition for conditional district zoning is approved, the conditions of approval shall become binding upon the property. Only those use and structures indicated in the approved petition and site plan may be developed on the site.

The site plan has been reviewed by the Development Review Committee (DRC) and there are no staff objections to the proposed rezoning.

Existing Zoning and Land Uses (Subject Parcel)					
Current Zoning of Subject Property	Zoning Within 500 Feet		Land Uses(s) of Subject Property	Land Uses within 500 Feet	
RC (Residential Compact)	North	RM-1 (Residential Medium Density)	Vacant land	North	Single-family residential
	South	RM-1 (Residential Medium Density)		South	Single-family residential, public park
	East	RM-1 (Residential Medium Density)		East	Single-family residential
	West	RM-1 (Residential Medium Density)		West	Single-family residential

COMPLIANCE WITH 2030 LAND USE PLAN

The 2030 Land Use Plan (LUP) designates the subject property as “Suburban Neighborhood” for which RV (Residential Village) is listed as a corresponding zoning district.

From the 2030 Land Use Plan – “Suburban Neighborhood”:

The Suburban Neighborhood (SN) Future Land Use category includes single-family areas that are formed as subdivisions or communities, with a relatively uniform housing type and density

throughout. They may support a variety of single-family detached residential types, from low-density single-family homes to denser formats of smaller single-family homes. In areas designated Suburban Neighborhood, homes are typically oriented interior to the neighborhood and are typically buffered from surrounding development by transitional uses or landscaped areas. Single-family attached dwellings are an option for infill development within the suburban neighborhood future land use category. These neighborhoods are often found in close proximity to suburban commercial, office, and industrial centers, and help provide the consumers and employment base needed to support these centers. Lots at intersections of collector and arterial streets within or at the edges of suburban neighborhoods may support small-scale, neighborhood serving, pedestrian-oriented commercial or service uses such as coffee shops, cafes, beauty salons and light retail. Pedestrian oriented uses exclude uses with drive-in, drive-through or automobile related services.

Policy Guidance:

Land Use Goals and Objectives

Goal 1: Maintain a sustainable balance of residential, commercial and industrial land uses.

Objective 1.6: Provide a diverse mix and range of housing options throughout the City that will accommodate the current and future needs of the citizens of Concord.

Housing and Neighborhoods Goals

Goal 9: Create sustainable neighborhoods through the provision of an adequate housing supply with diverse housing types and price levels for the growth population.

Objective 9.1 Provide a diverse mix and range of housing options throughout the City that will accommodate the current and future needs of the citizens of Concord.

The following goals from the recently adopted Strategic Plan also relate to the proposed zoning amendment:

Goal 2: Create Economic Opportunities for Individuals and Businesses Expand Housing Choices.

SUGGESTED STATEMENT OF CONSISTENCY

- The subject properties are approximately 13.44 acres combined and are zoned RM-1 (Residential Medium Density)
- The subject property was annexed into the City before 1979 and the earliest recorded zoning was R-1 (Residential), later converted to RM-1 (Residential Medium Density).
- The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as RV (Residential Village) is a corresponding zoning classification to the Suburban Neighborhood classification.
- The zoning amendment is reasonable and in the public interest as it provides an additional single-family housing option to the area and is compatible in use, design and density with the adjacent residential land uses.

OR

- The zoning amendment is not reasonable and in the public interest as the design is not compatible with the surrounding residential area and adjacent RM-1 (Residential Medium Density) zoning.

SUGGESTED CONDITIONS

If approval is desired, staff recommends the following conditions:

1. Compliance with “Branchview Townhomes Rezoning Plan” document, dated 7/26/2024, sheets RZ-1 through RZ-4.
2. Compliance with the “Street Tree Planting @ Front Loaded Units”
3. Technical site plan review and approval is required including all approvals from outside local, state and federal agencies.

PROCEDURAL CONSIDERATIONS

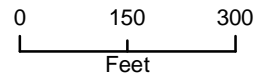
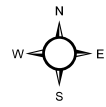
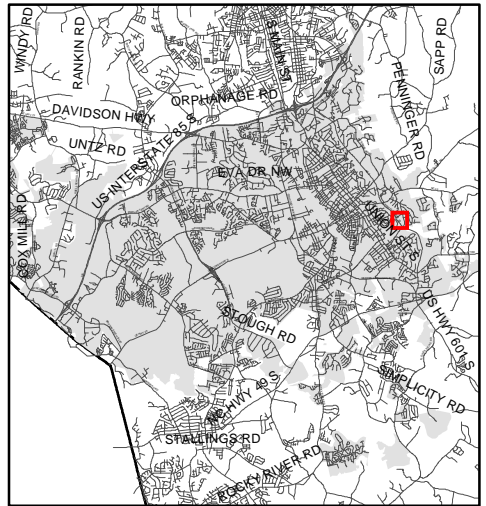
This particular case is a rezoning, which under the CDO, is legislative in nature. Legislative hearings do not require the swearing or affirming of witnesses prior to testimony at the public hearing.



**Z(CD)-27-23
AERIAL**

**Rezoning application
RM-1 (Residential Medium Density)
to RV-CD (Residential Village -
Conditional District)**

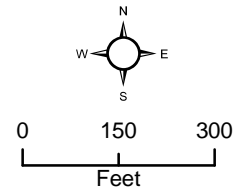
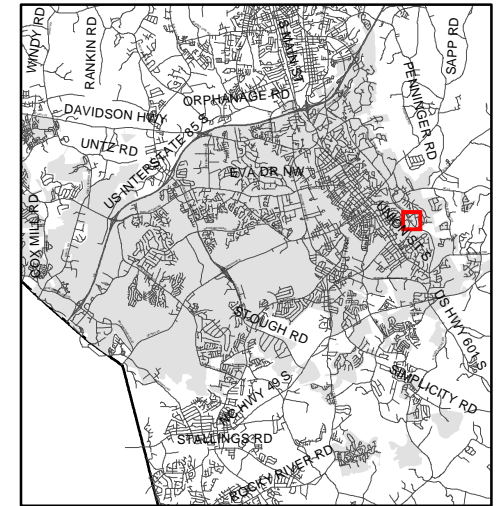
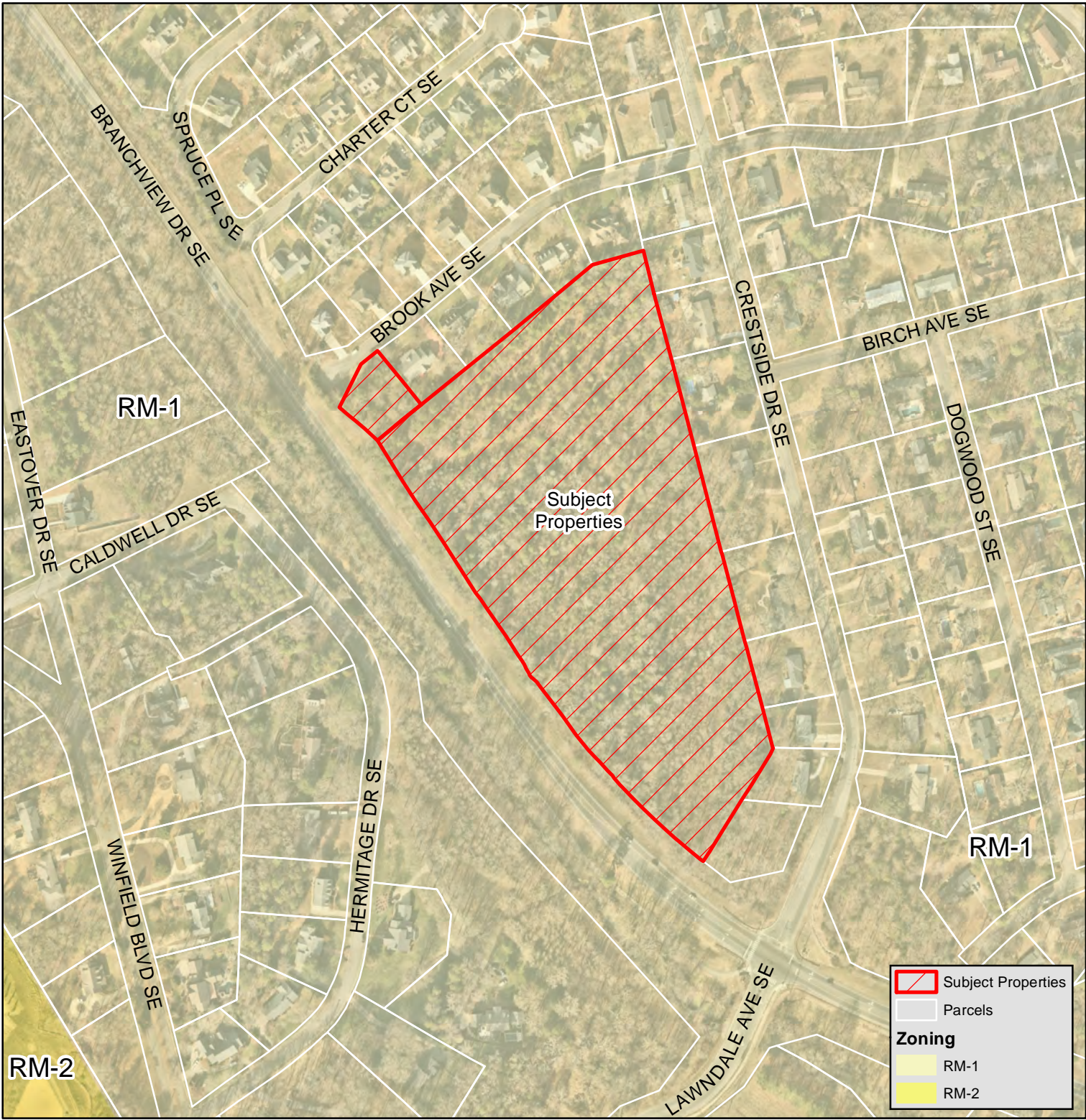
805 Branchview Dr SE
PINs: 5630-55-3690 &
5630-45-9844



**Z(CD)-27-23
ZONING**

**Rezoning application
RM-1 (Residential Medium Density)
to RV-CD (Residential Village -
Conditional District)**

805 Branchview Dr SE
PINs: 5630-55-3690 &
5630-45-9844

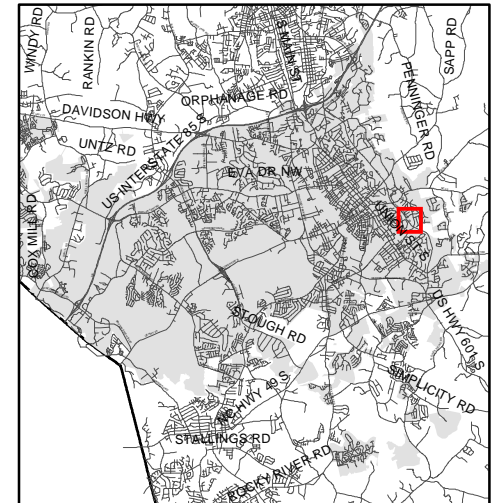




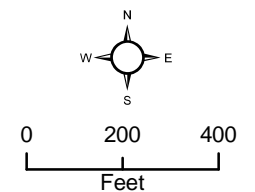
**Z(CD)-27-23
LAND USE PLAN**

**Rezoning application
RM-1 (Residential Medium Density)
to RV-CD (Residential Village -
Conditional District)**

805 Branchview Dr SE
PINs: 5630-55-3690 &
5630-45-9844



	Subject Properties
	Parcels
Land Use Plan	
	Suburban Neighborhood
	Village Center
	Civic-Institutional
	Open Space



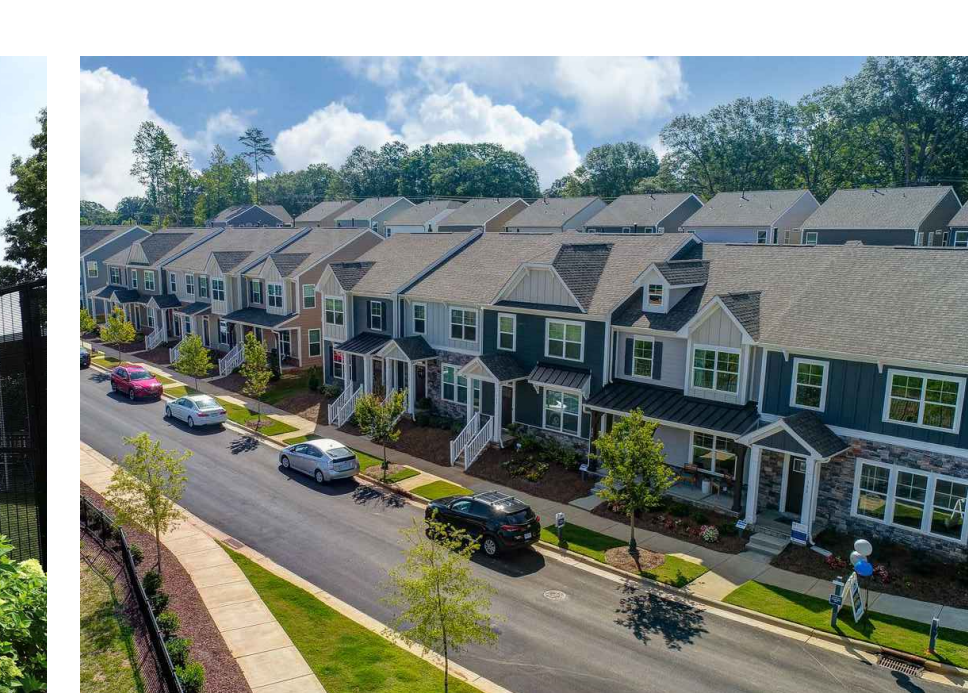
BRANCHVIEW TOWNHOMES

CITY OF CONCORD, CABARRUS COUNTY, NORTH CAROLINA - CN-RZC-2023-00023

REZONING PLAN



2 PROJECT IMAGERY



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CLIENT / OWNER
CAPITAL LAND PARTNERS, LLC
2907 PROVIDENCE ROAD, SUITE 250
CHARLOTTE, NC 28211
704.516.4138

LAND USE ATTORNEY

VICINITY MAP

PROJECT BRANCHVIEW TOWNHOMES

BRANCHVIEW DRIVE
CONCORD, NC 28025

PROJECT NUMBER
23001

DATE
8-18-2023

ISSUED FOR
REZONING

NO.	DATE	DESCRIPTION	BY
0	08-18-2023	1ST SUBMISSION	RT
1	10-25-2023	2ND SUBMISSION	RT
2	03-01-2024	3RD SUBMISSION	RT
3	04-15-2024	4TH SUBMISSION	RT
4	07-26-2024	5TH SUBMISSION	AF

PROJ. MANAGER: HN
DRAWN BY: RT
CHECKED BY: HN

SEAL

SCALE
AS INDICATED

DRAWING
ILLUSTRATIVE SITE PLAN

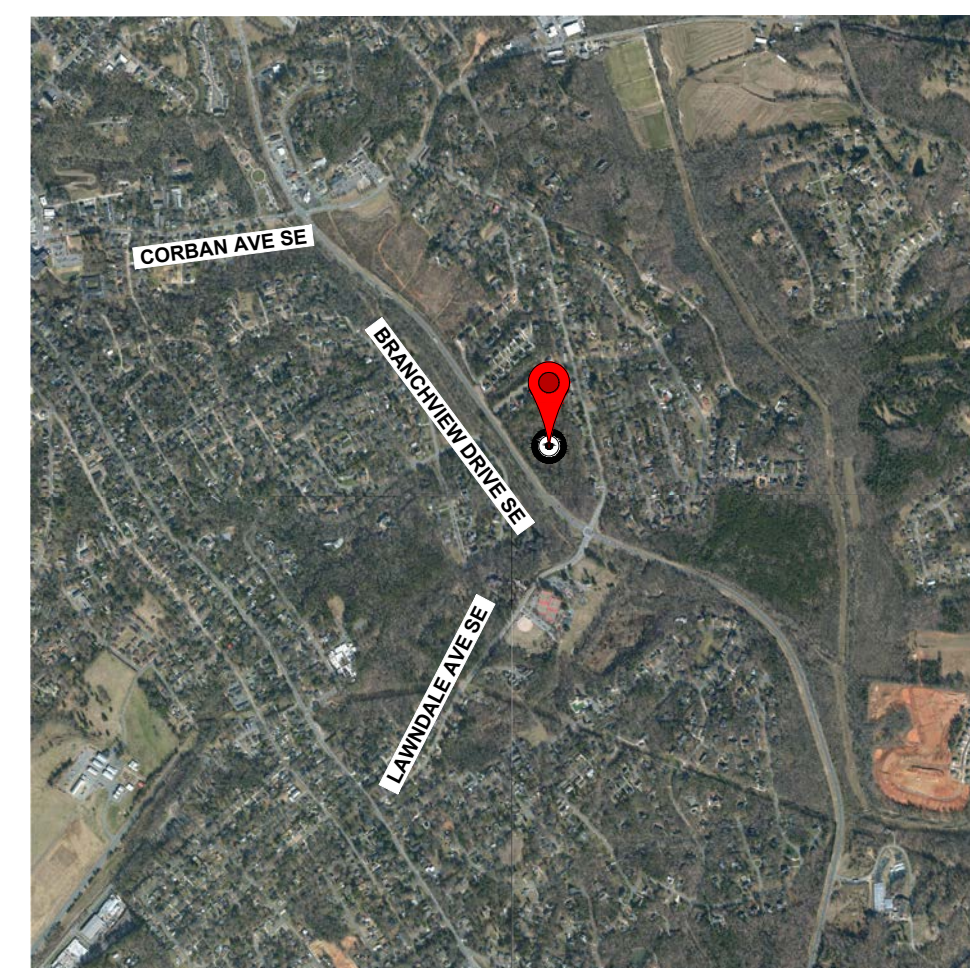
RZ-1

Plotted: Z:\Shared\Projects\2023\23001 Branchview TH-Capital Land-Concord\Drawings\Resizing.dwg / 7/26/2024 7:10 PM

Plotfile: Z:\Shared\Projects\2023\23001 Branchview TH-Capital Land-Concord\Drawings\Resizing\23001-Resizing.dwg / 7/26/2024 7:10 PM

LEGEND

- EXISTING PROPERTY LINE
- - - PROPOSED LOT LINE
- - - PROPOSED PUBLIC STREET RIGHT OF WAY
- - - PROPOSED PRIVATE ALLEY RIGHT OF WAY
- 25' X 25' ST. TYP
- SIGHT DISTANCE TRIANGLE
- PROPOSED SETBACK LINE
- PROP. RETAINING WALL
- PROPOSED COMMON OPEN SPACE
- PROPOSED FIRE HYDRANT



SITE DEVELOPMENT DATA:

SITE:
 TOTAL SITE AREA: ± 13.03 AC.
 TAX PARCEL #: 5630553690000

EXISTING ZONING: RM-1
PROPOSED ZONING: RV-CD
PROPOSED USE: NOT TO EXCEED 80 ATTACHED DWELLING UNITS

PROPOSED DENSITY: 80 DU / 13.03 AC. = 6.2 DU PER AC. (MAXIMUM)

PARKING RATIO REQUIRED: 2 PER UNIT
PARKING SPACES REQUIRED: 200 SPACES (160 RESIDENT + 40 VISITOR)*
PARKING SPACES PROVIDED: 200 SPACES MIN., INCLUDING 40 VISITOR PARKING, PARKING LOT AND PARALLEL ON-STREET PARKING

*PER SECTION 7.7.4.E.1D AND 7.7.4.E.2

COS REQUIRED: 2.60 AC (20.0%)
COS PROVIDED:

COS 1	28,000 SF (0.64 AC.) - PASSIVE
COS 2	34,000 SF (0.78 AC.) - PASSIVE
COS 3	68,000 SF (1.56 AC.) - ACTIVE
COS 4	5,700 SF (0.13 AC.) - ACTIVE
COS 5	40,400 SF (0.93 AC.) - PASSIVE
COS 6	40,000 SF (0.92 AC.) - PASSIVE
216,100 SF = 4.96 AC (38.0%) (STORMWATER POND AREA INCLUDED)	

TREESAVE REQUIRED: 1.30 AC (50% OF REQUIRED COS)
TREESAVE PROVIDED: 1.30 AC

SETBACKS:

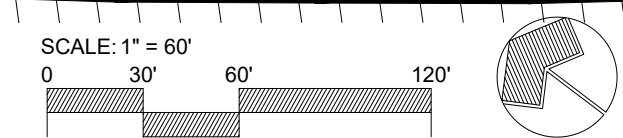
TOWNHOMES:

FRONT LOADED:	24' (20' FROM PROPERTY LINE IF GARAGE RECESSED 4')
FRONT YARD:	7' MIN. (BUILDING SEPARATION IS 14')
SIDE YARD:	24'
CORNER LOT:	24'
REAR YARD:	5'
REAR LOADED:	10'
FRONT YARD:	7.5' (BUILDING SEPARATION IS 15')
SIDE YARD:	NOT REQUIRED (7.7.4.E.2.D)
INTERIOR SIDE YARD:	10'
CORNER LOT:	10' FROM EOP (ALLEY GARAGE SETBACK)
REAR YARD:	10' FROM EOP (ALLEY GARAGE SETBACK)

- NOTES:**
- ALLEYS NEED TO BE CONSTRUCTED TO LOAD BEARING STANDARDS TO SUPPORT SOLID WASTE VEHICLES, AS WELL AS A DAMAGE WAIVER PROVIDED.
 - PROJECT PHASING MAY BE REQUIRED DUE TO LIMITATIONS OF AVAILABLE SEWER CAPACITY ALLOCATION. FLOW ACCEPTANCE IS NOT GUARANTEED UNTIL PROJECT PERMITTING.
 - MAXIMUM IMPERVIOUS AREA IN RESIDENTIAL SHALL BE 60%.
 - REQUIRED SITE DISTANCE SHALL BE MAINTAINED AT ALL INTERSECTIONS, INCLUDING ALLEYS.
 - PROPOSED 30' TYPE D BUFFER WITH 6" BERM ALONG BRANCHVIEW ROAD FRONTAGE IS PER TABLE 11-4-2 BUFFER YARD LANDSCAPE REQUIREMENTS.
 - PROPOSED 8' TYPE A BUFFER ALONG THE SITE PERIMETER THAT ABUTS EXISTING RM-1 NEIGHBORHOOD IS PER TABLE 11-4-2 BUFFER YARD LANDSCAPE REQUIREMENTS. THE PETITIONER PROPOSES A VOLUNTARY 25' UNDISTURBED BUFFER AS SHOWN ON THE PLAN, EXCEPT ADJACENT TO THE BATESKI'S AND CARPENTER'S PROPERTIES, AN APPROXIMATE 10' OF AN EXISTING SEWER EASEMENT WITHIN THE 25' IS TO REMAIN.
 - FRONT LOADED TOWNHOMES REQUIRES 12' MINIMUM SEPARATION BETWEEN DRIVEWAYS, WITHIN PUBLIC STREET RIGHT OF WAY. DRIVEWAY WIDTH OF 10' MINIMUM IS REQUIRED.
 - ALL TOWNHOMES ARE TO BE SUBDIVIDED, WITH SUB-LOT LINES AS SHOWN ON THE PLAN.

Estimated Impervious Area Summary

	Imperv. Area (Ac)	% of Imp. Area of Site Area
Proposed TownHomes	4.00	29.96%
Proposed Amenity, CMB & Misc.	0.20	1.50%
Proposed Streets	2.60	19.48%
Total Proposed BUA	6.80	50.94%
		60% Max. Allowed



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 NC Firm License # C-0560

CLIENT / OWNER
CAPITAL LAND PARTNERS, LLC
 2907 PROVIDENCE ROAD, SUITE 250
 CHARLOTTE, NC 28211
 704.516.4138

LAND USE ATTORNEY

VICINITY MAP

PROJECT

BRANCHVIEW TOWNHOMES

BRANCHVIEW DRIVE
 CONCORD, NC 28025

PROJECT NUMBER
 23001

DATE
 8-18-2023

ISSUED FOR

REZONING

REVISIONS

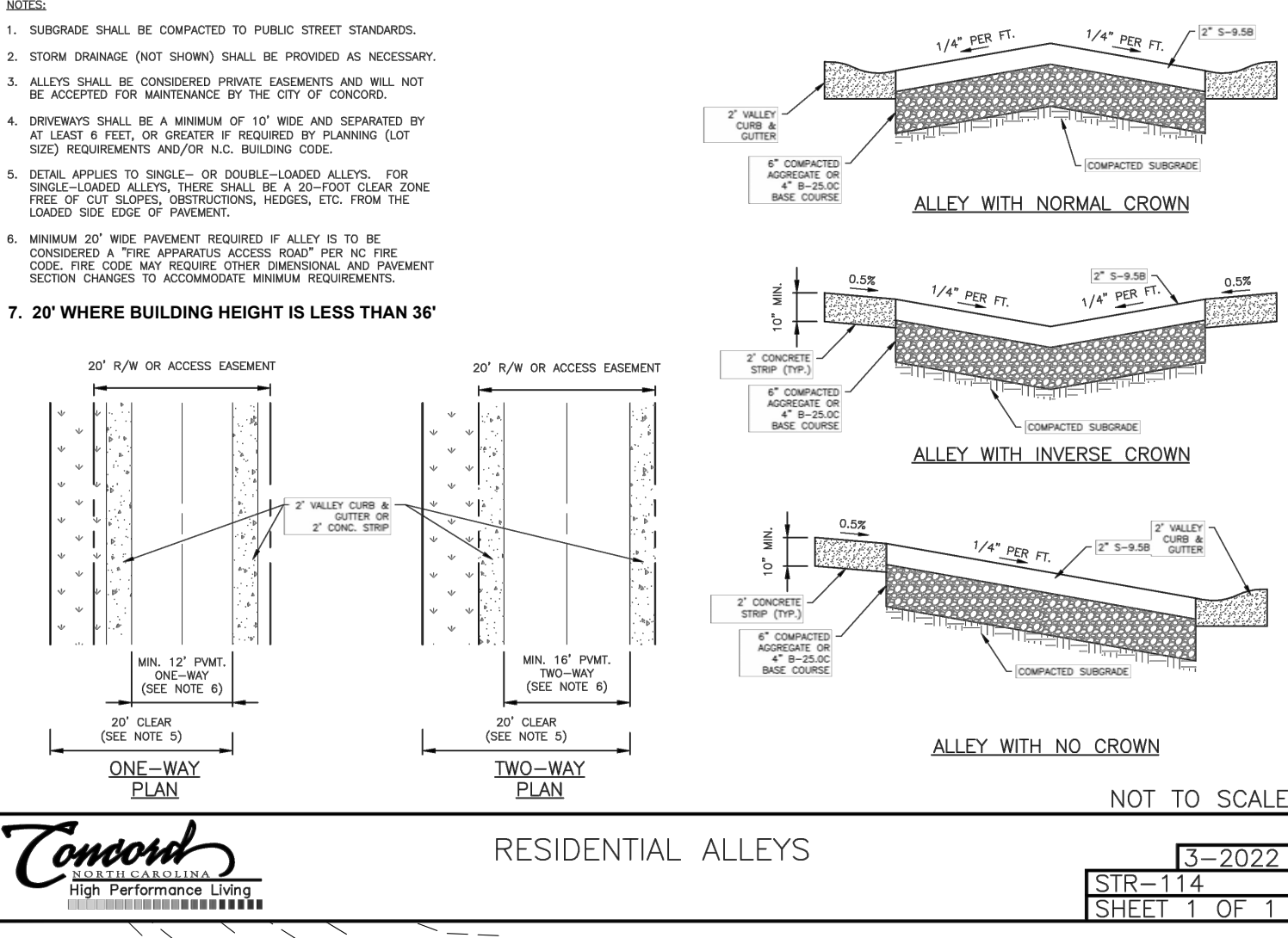
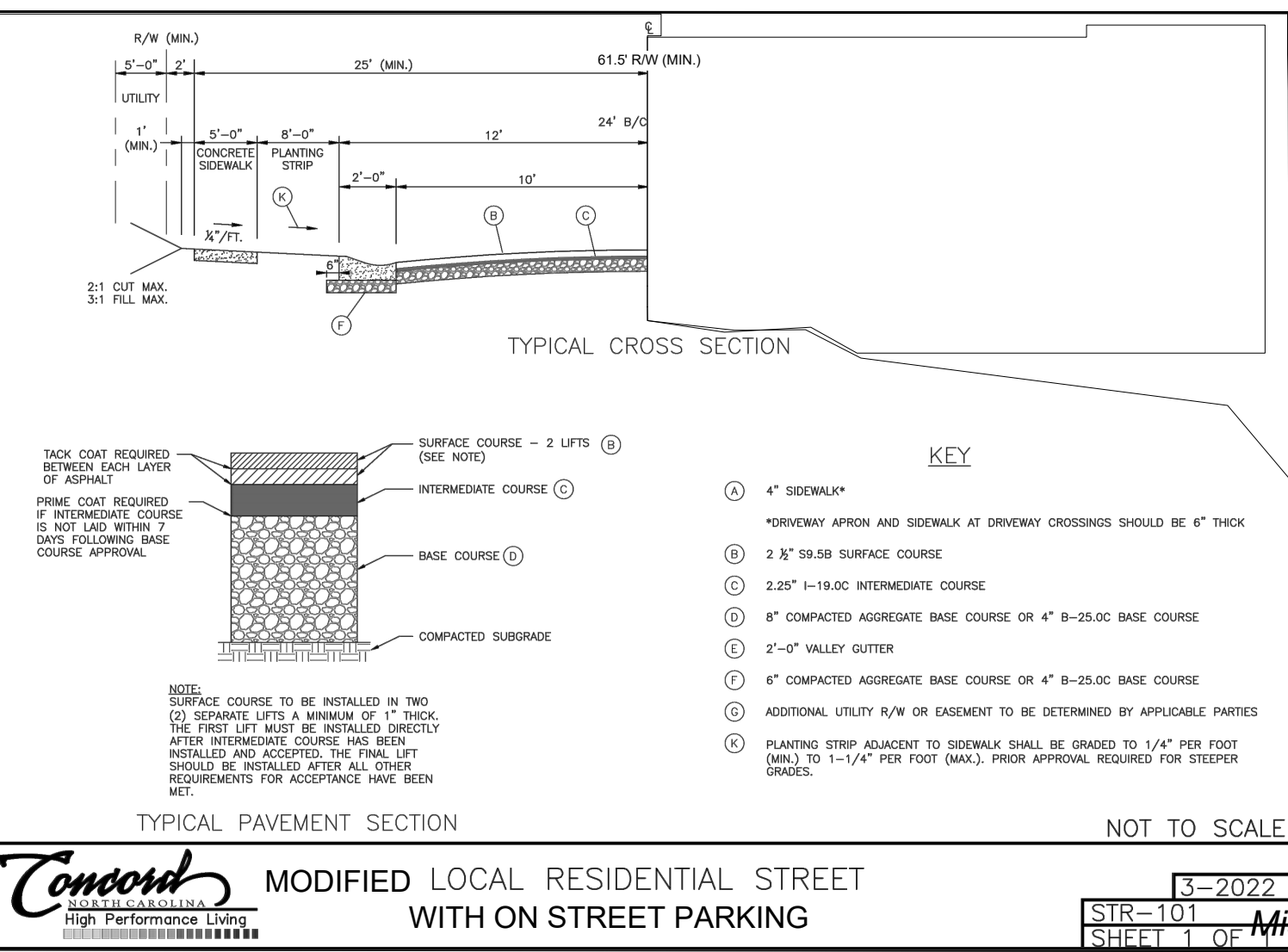
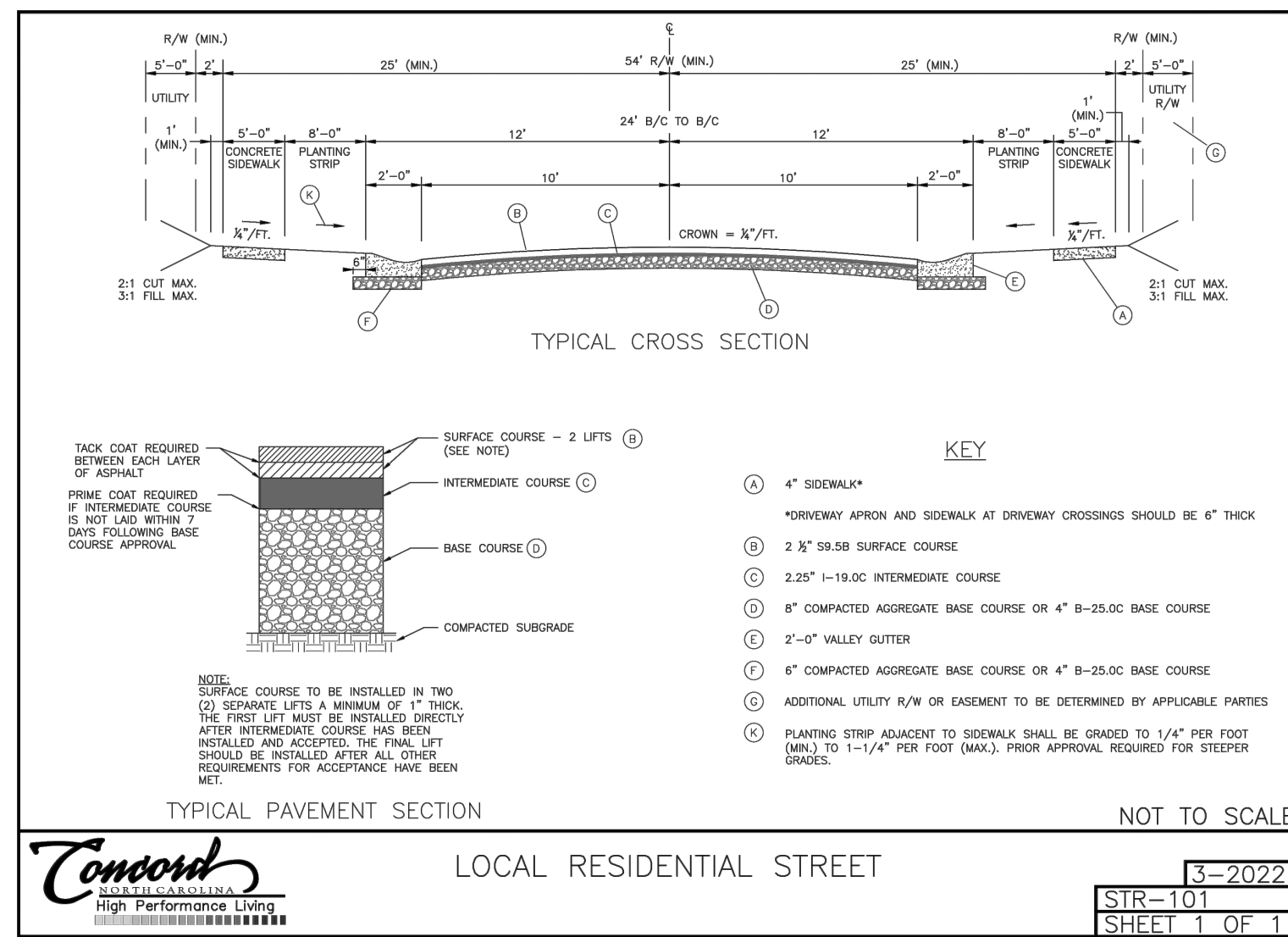
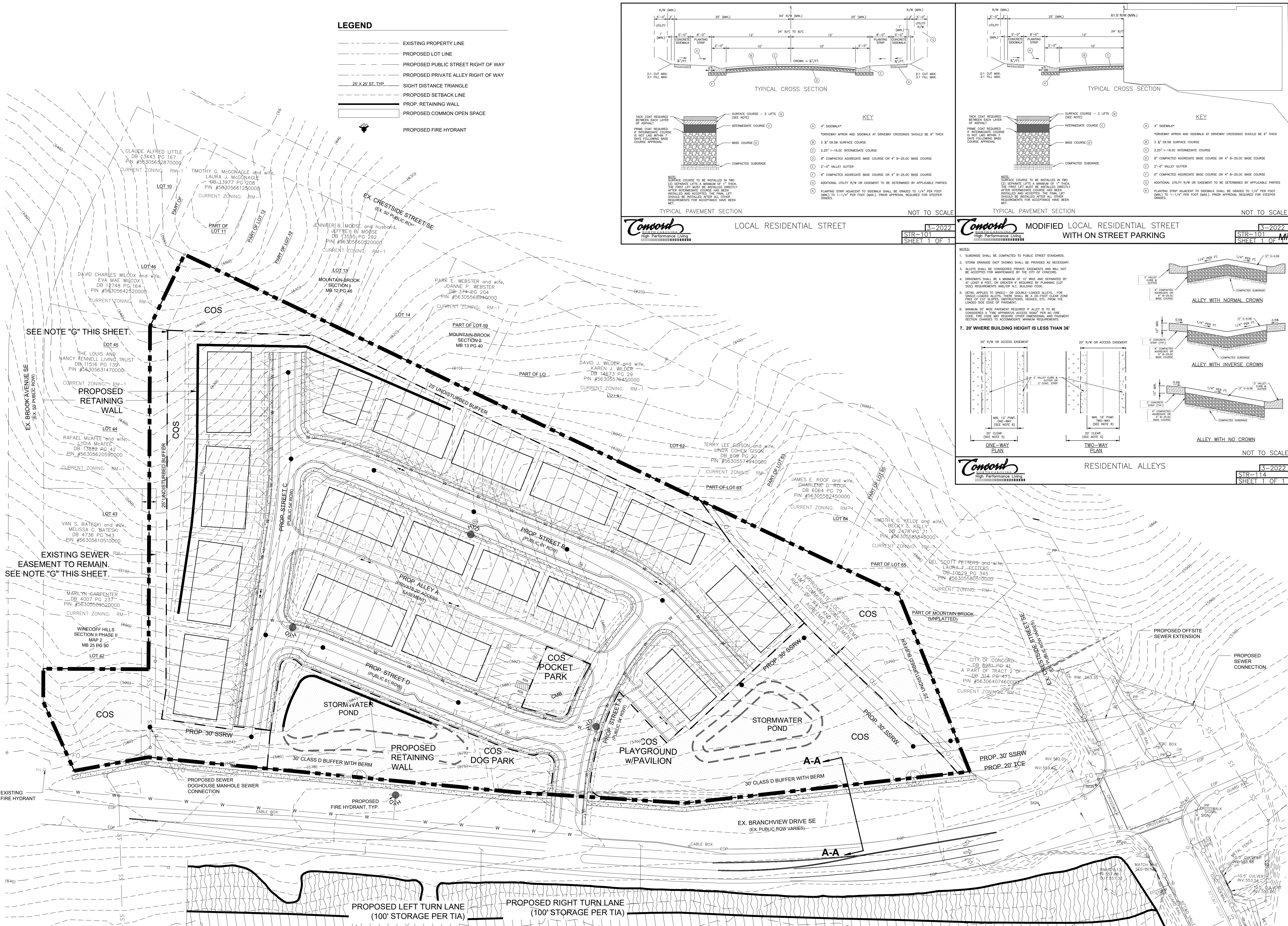
NO.	DATE	DESCRIPTION	BY
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1	10-25-2023	2ND SUBMISSION	RT
2	03-01-2024	3RD SUBMISSION	RT
3	04-15-2024	4TH SUBMISSION	RT
4	07-26-2024	5TH SUBMISSION	AF

PROJ. MANAGER: HN
 DRAWN BY: RT
 CHECKED BY: HN

SCALE
 AS INDICATED

DRAWING
SCHEMATIC SITE PLAN

RZ-2



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urban design . landscape architecture
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704.352.1204 . www.dpr.design
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CLIENT / OWNER
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2907 PROVIDENCE ROAD, SUITE 250
CHARLOTTE, NC 28211
704.516.4138
LAND USE ATTORNEY

PROJECT
BRANCHVIEW TOWNHOMES

BRANCHVIEW DRIVE
CONCORD, NC 28025

PROJECT NUMBER
23001

DATE
8-18-2023

ISSUED FOR
REZONING

NO.	DATE	DESCRIPTION	BY
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1	10-25-2023	2ND SUBMISSION	RT
2	03-01-2024	3RD SUBMISSION	RT
3	04-15-2024	4TH SUBMISSION	RT
4	07-26-2024	5TH SUBMISSION	AF

PROJ. MANAGER: HN
DRAWN BY: RT
CHECKED BY: HN

SCALE
AS INDICATED

DRAWING
SCHEMATIC UTILITY PLAN

SCALE: 1" = 60'
0 30 60 120'

RZ-3



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urban design . landscape architecture
919 berryhill rd. ste 101 . charlotte, nc 28208
704.332.1204 . www.dpr.design
NC Firm License # C-0560

CLIENT / OWNER
CAPITAL LAND PARTNERS, LLC
2907 PROVIDENCE ROAD, SUITE 250
CHARLOTTE, NC 28211
704.516.4138

LAND USE ATTORNEY

COS REQUIRED:	2.60 AC (20.0%)
COS PROVIDED:	
COS 1	28,000 SF (0.64 AC) - PASSIVE
COS 2	34,000 SF (0.78 AC) - PASSIVE
COS 3	68,000 SF (1.56 AC) - ACTIVE
COS 4	5,700 SF (0.13 AC) - ACTIVE
COS 5	40,400 SF (0.93 AC) - PASSIVE
COS 6	40,000 SF (0.92 AC) - PASSIVE
TOTAL	216,100 SF = 4.96 AC (38.0%) (STORMWATER POND AREA INCLUDED)
TREESAVE REQUIRED:	1.30 AC (50% OF REQUIRED COS)
TREESAVE PROVIDED:	
TS 1	14,150 SF (0.32 AC)
TS 2	42,450 SF (0.97 AC)
TOTAL	56,600 SF (1.30 AC)

LEGEND

- EXISTING PROPERTY LINE
- PROPOSED LOT LINE
- PROPOSED PUBLIC STREET RIGHT OF WAY
- PROPOSED PRIVATE ALLEY RIGHT OF WAY
- 25' X 20' ST. TYP
- SIGHT DISTANCE TRIANGLE
- PROPOSED SETBACK LINE
- PROP. RETAINING WALL
- PROPOSED COMMON OPEN SPACE
- PROPOSED FIRE HYDRANT

COS MAINTENANCE NOTES:
ALL COS AREA HAVE CONNECTIVE TO EACH OTHER AND ALL COS AREA ARE ACCESSIBLE TO PROPOSED PUBLIC STREET RIGHT-OF-WAY. THE MAINTENANCE OF ALL COS AREAS WILL BE THE RESPONSIBILITY OF THE HOA.

VICINITY MAP

PROJECT
BRANCHVIEW TOWNHOMES

BRANCHVIEW DRIVE
CONCORD, NC 28025

PROJECT NUMBER
23001
DATE
8-18-2023

ISSUED FOR
REZONING

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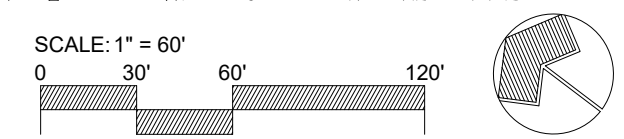
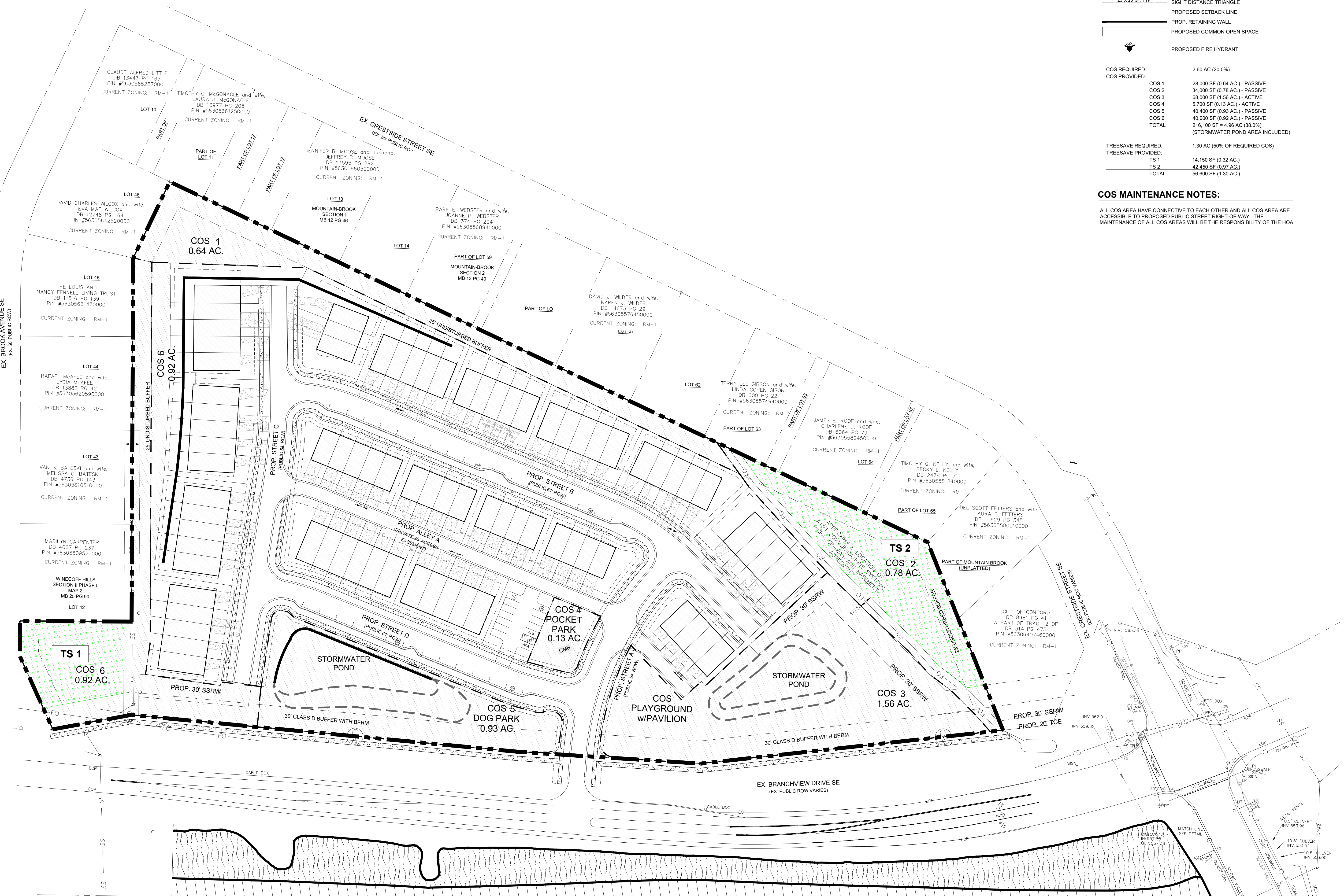
PROJ. MANAGER: HN
DRAWN BY: RT
CHECKED BY: HN

SCALE

SCALE
AS INDICATED
DRAWING
SCHEMATIC COS AND TREESAVE PLAN

RZ-3A

Plotfile: Z:\Shared\Projects\2023\23001 Branchview TH-Capital Land-Concord\Drawings\Resoning\23001-Resoning.dwg / 7/26/2024 7:10 PM



DEVELOPMENT STANDARDS:

1. GENERAL PROVISIONS:

- a) **SITE LOCATION.** THESE DEVELOPMENT STANDARDS, THE SCHEMATIC SITE PLAN, AND RELATED GRAPHICS FORM THE REZONING PLAN (COLLECTIVELY REFERRED TO AS THE "REZONING PLAN") ASSOCIATED WITH THE REZONING PETITION FILED BY CAPITAL LAND PARTNERS, LLC (THE "PETITIONER") TO ACCOMMODATE THE DEVELOPMENT OF A RESIDENTIAL COMMUNITY ON THE APPROXIMATELY 13.03 ACRE SITE LOCATED AT 805 BRANCHVIEW DRIVE SE (THE "SITE").
- b) **ZONING DISTRICTS/ORDINANCE.** DEVELOPMENT OF THE SITE WILL BE GOVERNED BY THE REZONING PLAN AS WELL AS THE APPLICABLE PROVISIONS OF THE CONCORD DEVELOPMENT ORDINANCE (THE "ORDINANCE"), UNLESS THE REZONING PLAN ESTABLISHES MORE STRINGENT STANDARDS THE REGULATIONS ESTABLISHED UNDER THE ORDINANCE FOR THE RV-CD ZONING CLASSIFICATION SHALL GOVERN.
- c) **GRAPHICS AND ALTERATIONS.** THE SCHEMATIC DEPICTIONS OF LOTS, SIDEWALKS, STRUCTURES AND BUILDINGS, BUILDING ELEVATIONS, DRIVEWAYS, STREETS, BUFFERS, STORM WATER FACILITIES, TRAILS, AND OTHER DEVELOPMENT MATTERS AND SITE ELEMENTS (COLLECTIVELY THE "DEVELOPMENT/SITE ELEMENTS") SET FORTH ON THE REZONING PLAN SHOULD BE REVIEWED IN CONJUNCTION WITH THE PROVISIONS OF THESE DEVELOPMENT STANDARDS. THE LAYOUT, LOCATIONS, SIZES, AND FORMULATIONS OF THE DEVELOPMENT/SITE ELEMENTS DEPICTED ON THE REZONING PLAN ARE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS PROPOSED. SINCE THE PROJECT HAS NOT UNDERGONE THE DESIGN DEVELOPMENT AND CONSTRUCTION PHASES, IT IS INTENDED THAT THIS REZONING PLAN PROVIDES FOR SIGNIFICANT FLEXIBILITY IN ALLOWING ALTERATIONS OR MODIFICATIONS FROM THE GRAPHIC REPRESENTATIONS OF THE DEVELOPMENT/SITE ELEMENTS. THEREFORE, THERE MAY BE INSTANCES WHERE MODIFICATIONS WILL BE ALLOWED WITHOUT REQUIRING AMENDMENTS TO THE REZONING PETITION, AND THESE INSTANCES GENERALLY INCLUDE CHANGES TO GRAPHICS IF THEY ARE MINOR AND DON'T MATERIALLY CHANGE THE OVERALL DESIGN INTENT DEPICTED ON THE REZONING PLAN.
- d) **ANY TECHNICAL ISSUES** NOT ADDRESSED WITH THE REZONING SITE PLAN SHALL BE SUBJECT TO THE CONSTRUCTION DOCUMENT APPROVAL AND COMPLIANCE WITH THE CITY'S SUBDIVISION AND LAND DEVELOPMENT STANDARDS.

2. PERMITTED USES & DEVELOPMENT AREA:

- a) THE DEVELOPMENT AREA MAY BE DEVELOPED WITH UP TO 80 RESIDENTIAL TOWNHOME UNITS, AS ALLOWED BY RIGHT AND UNDER PRESCRIBED CONDITIONS, TOGETHER WITH ACCESSORY USES, AS PERMITTED IN THE RV-CD ZONING DISTRICT, INCLUDING, WITHOUT LIMITATION, RECREATION, OPEN SPACE AND RELATED USES (E.G. IMPROVED PASSIVE AND ACTIVE OPEN SPACES, /GATHERING SHELTERS, GAZEBO, DOG PARKS, MAINTENANCE BUILDINGS, OUTDOOR RECREATIONAL USES, AND/OR OTHER USES TYPICALLY ASSOCIATED WITH RESIDENTIAL COMMUNITIES).
- b) TOTAL NUMBER OF UNITS IS APPROXIMATE. FINAL COUNTS FOR EACH SIZE MAY VARY BUT THE TOTAL LOT YIELD SHALL NOT EXCEED 80 UNITS.

3. ACCESS AND TRANSPORTATION:

- a) **ACCESS.** ACCESS TO THE SITE WILL BE FROM BRANCHVIEW DRIVE, AS GENERALLY DEPICTED ON THE REZONING PLAN. THE PLACEMENT AND CONFIGURATION OF THE VEHICULAR ACCESS POINTS ARE SUBJECT TO ANY MINOR MODIFICATIONS REQUIRED TO ACCOMMODATE FINAL SITE DEVELOPMENT AND CONSTRUCTION PLANS AND TO ANY ADJUSTMENTS REQUIRED FOR APPROVAL BY THE CITY OF CONCORD AND/OR NCDOT IN ACCORDANCE WITH APPLICABLE PUBLISHED STANDARDS.
- b) **IMPROVEMENTS AND PHASING.** THE PETITIONER SHALL INSTALL PHASED TRANSPORTATION IMPROVEMENTS TO THE FOLLOWING:
 - i. **PHASING.** THE PETITIONER MAY DEVELOP IN PHASES A DEPICTED ON THE PLAN.
- c) **STREET NETWORK.**
 - i. THE OVERALL STREET NETWORK IS CONCEPTUAL IN NATURE AND MAY BE ADJUSTED DURING THE PERMITTING PROCESS SO LONG AS THE PROVISIONS OF THE ORDINANCE ARE ADHERED TO.
 - ii. APPROVAL OF REZONING PLAN DOES NOT CONSTITUTE APPROVAL OF ANY TRANSPORTATION ELEMENT SHOWN ON PLAN WHICH MAY NOT MEET TECHNICAL STANDARDS. TECHNICAL REVIEW DONE DURING THE PRELIMINARY PLAN AND/OR SITE PLAN STAGE MAY IDENTIFY ELEMENTS WHICH DO NOT MEET TECHNICAL STANDARDS AND WILL NEED TO BE REVISED FOR TECHNICAL PLAN APPROVAL. SUCH REVISIONS MAY REQUIRE SIGNIFICANT ALTERATIONS TO THE CONCEPTUAL LAYOUT DEPICTED IN THESE PLANS.
 - iii. THIS COMMUNITY HAS A CONTROLLED ACCESS (C/A) DICTATED BY NCDOT.
 - iv. THE PROPOSED ROAD IMPROVEMENTS ARE SUBJECT TO THE RESULTS OF A TYPE A TIA.
- d) **TRIP GENERATION TABLE (PER 11TH GENERATION ITE MANUAL)**

Code	Land Use	Unit	Daily			AM Peak			PM Peak		
			In	Out	Total	In	Out	Total	In	Out	Total
215	Single-Family Attached Housing	80	290	290	580	9	8	36	26	18	44

- i. THE PROJECT FRONTAGE WILL REQUIRE LEFT AND RIGHT TURN LANE IMPROVEMENTS, AS DEPICTED ON THE SITE PLAN, AND AS OUTLINED IN THE TIA REPORT APPROVED BY NCDOT AND CITY OF CONCORD.

4. DESIGN INTENT STATEMENT:

- a) THE PETITIONER PROPOSES TO DEVELOP A WALKABLE RESIDENTIAL COMMUNITY WHERE THE RESIDENTS OF THE COMMUNITY WILL HAVE CONVENIENT AND EASY ACCESS TO A SERIES OF PASSIVE AND ACTIVE OPEN SPACES THAT ARE INTERCONNECTED BY A NETWORK OF STREETS, SIDEWALKS, AND TRAILS.
- b) LOT LINES SHALL BE SUBJECT TO THE LATEST CITY OF CONCORD LAND DEVELOPMENT DESIGN GUIDELINES AND ORDINANCE.
- c) LOCATION OF ADDITIONAL PARKING SHOWN ON SITE PLAN IS FOR REFERENCE ONLY. ACTUAL LOCATIONS MAY VARY BASED ON ENGINEERING DESIGN.
- d) THE CITY IS UNDER NO OBLIGATION TO ACCEPT THE PROPOSED STREETS FOR PUBLIC MAINTENANCE. PROPERLY DESIGNED AND CONSTRUCTED STREETS THAT MEET THE STREET ACCEPTANCE REQUIREMENTS ARE ELIGIBLE TO APPLY/REQUEST THE STREETS TO BE ACCEPTED INTO THE PUBLIC SYSTEM.
- e) THE PROPOSED DEVELOPMENT SHALL BE SUBJECT TO THE CITY OF CONCORD FIRE MARSHALL APPROVAL AND 2018 NC FIRE CODE.
- f) THE FOLLOWING MINIMUM STANDARDS ARE REQUIRED FOR THE SUCCESSFUL DEVELOPMENT OF THIS PROPERTY. OTHER MODIFICATIONS MAY BE REQUESTED DURING THE FINAL DESIGN OF THE PROJECT AS PROVIDED IN THE CONCORD DEVELOPMENT ORDINANCE:
 - i. TRANSITION FROM VERTICAL CURB AT INLETS TO VALLEY CURB IS TEN (10) FEET ON EACH SIDE OF THE CURB INLETS. MINIMUM ALLOWED ON CASE BY CASE BASIS IS 5'. SUCH REQUEST AND APPROVAL WILL BE MADE DURING TECHNICAL SITE PLAN REVIEW.
 - ii. THE MINIMUM HORIZONTAL CENTERLINE SEPARATION BETWEEN DOMESTIC WATER LINES AND SANITARY SEWER LATERALS SHALL BE FIVE (5) FEET.

5. STREETScape, LANDSCAPING, AND OPEN SPACE:

- a) SETBACKS AND YARDS AS REQUIRED BY ORDINANCE WILL BE PROVIDED AND AS CALLED OUT ON SHEET RZ-2.
- b) THE PETITIONER SHALL PROVIDE AN SIX (6) FOOT SIDEWALK BEHIND THE EXISTING DITCH ALONG THE SITE'S FRONTAGE ON BRANCHVIEW DRIVE, EXTENDING TO CRESTVIEW DRIVE.
- c) COMMUNITY GATHERING SPACE SHALL BE PROVIDED AS GENERALLY DEPICTED ON THE REZONING PLAN AND IS INTENDED TO PROVIDE POCKETS OF OPEN SPACE THROUGHOUT THE DEVELOPMENT. COMMUNITY GATHERING SPACES MAY INCLUDE BENCHES, PLAY STRUCTURES, TRAILS, SIGNATURE LANDSCAPING, LAWNS AND/OR OTHER FEATURES THAT PROVIDE OPPORTUNITIES TO RECREATE OR FOSTER COMMUNITY ENGAGEMENT.
- d) STORMWATER AREAS ARE INCLUDED IN OPEN SPACE AND MEET REQUIREMENTS SET FORTH IN ARTICLE 10.5.4.
- e) A SIX (6) FOOT PRIVACY FENCE SHALL BE INSTALLED ALONG THE REAR AND SIDE BOUNDARIES ABUTTING EXISTING HOMES WHERE THE PROPOSED RETAINING WALL DOES NOT EXCEEDS 3' HIGH.
- f) ALL CLUSTER MAILBOXES SHALL BE SUBJECT TO THE LATEST USPS CLUSTER MAILBOX GUIDELINES AND CITY OF CONCORD ORDINANCE.
- g) THE PETITIONER AGREES TO SUBMIT A LANDSCAPE PLAN AND LIGHTING PLAN WITH THE CONSTRUCTION DOCUMENTS.
- h) ALL STREET TREES SHALL BE MAINTAINED BY THE PROPERTY OWNER OR THE HOMEOWNERS ASSOCIATION. THE MAINTENANCE OF STREET TREES IN PLANTING STRIPS BETWEEN CURBS AND SIDEWALKS WHICH ARE WITHIN THE STREET RIGHT-OF-WAY SHALL BE THE RESPONSIBILITY OF THE RESPECTIVE HOMEOWNERS ASSOCIATION.
- i) SIGNAGE WITHIN THE DEVELOPMENT SHALL MEET THE REQUIREMENTS OF THE ORDINANCE.

6. ENVIRONMENTAL FEATURES:

- a) THE SITE SHALL COMPLY WITH STORMWATER AND WATER QUALITY REQUIREMENTS AS SET FORTH IN THE ORDINANCE AND APPLICABLE NCDCEQ DESIGN MANUAL.
- b) THE LOCATION, SIZE, AND TYPE OF STORM WATER MANAGEMENT SYSTEMS DEPICTED ON THE REZONING PLAN ARE SUBJECT TO REVIEW AND APPROVAL AS PART OF THE FULL DEVELOPMENT PLAN SUBMITTAL AND ARE NOT IMPLICITLY APPROVED FROM AN ENGINEERING PERSPECTIVE WITH THIS REZONING. ADJUSTMENTS MAY BE NECESSARY IN ORDER TO ACCOMMODATE ACTUAL STORM WATER TREATMENT REQUIREMENTS AND NATURAL SITE DISCHARGE POINTS.
- c) ANY JURISDICTIONAL STREAMS PRESENT ON THE SITE SHALL BE SUBJECT TO REQUIRED STREAM BUFFERS AS SET FOR IN THE ORDINANCE.
- d) ANY IMPACTS TO JURISDICTIONAL STREAMS AND/OR WETLANDS ONSITE, SHALL REQUIRE APPROPRIATE PERMIT(S) WITH THE CORPS OF ENGINEERS AND OTHER AUTHORITIES HAVING JURISDICTION OVER SUCH IMPACT. THE APPLICANT SHALL PROVIDE CITY OF CONCORD WITH SUCH PERMIT PRIOR TO CONSTRUCTION DRAWING APPROVAL.

7. LIGHTING AND ELECTRICAL:

- a) ANY MOVEMENT OF EXISTING CITY OF CONCORD ELECTRIC UTILITIES CAN BE AT THE OWNER/DEVELOPER COST.
- b) ALL ELECTRICAL INSTALLATIONS MUST COMPLY CITY OF CONCORD TECHNICAL STANDARDS MANUAL.
- a) PROPOSED SITE IS TO BE SERVED WITH PUBLIC PORTABLE WATER AND GRAVITY SANITARY. ALL PUBLIC SEWER/WATER SHALL BE DESIGNED IN ACCORDANCE WITH THE CITY'S STANDARDS.
- b) IF APPLICABLE, COPIES OF ALL CORRESPONDING SEWER EASEMENT AGREEMENTS AND PLAT MAPS WILL BE SUBMITTED TO THE CITY PLANNING DEPARTMENT FOR REVIEW AND COMMENTS; FINAL VERSIONS OF THESE DOCUMENTS WILL BE RECORDED AT THE REGISTER OF DEEDS AND THEN SENT TO THE WATER RESOURCE DEPARTMENT FOR FILING.
- c) PROPOSED GRAVITY SEWER SYSTEM AND POTABLE WATER MAIN SYSTEMS SHALL BE DEDICATED TO THE CITY OF CONCORD FOR OWNERSHIP AND MAINTENANCE.

9. WATER

THE APPLICANT SHALL EXTEND THE EXISTING WATER MAIN ALONG THE PROJECT FRONTAGE AT BRANCHVIEW DRIVE. THE SIZE OF THE WATER MAIN WILL BE BASED UPON DEVELOPER'S CALCULATIONS TO SERVE THE SITE WITH REQUIRED POTABLE AND FIRE FLOW DEMAND.

10. AMENDMENTS TO THE REZONING PLAN:

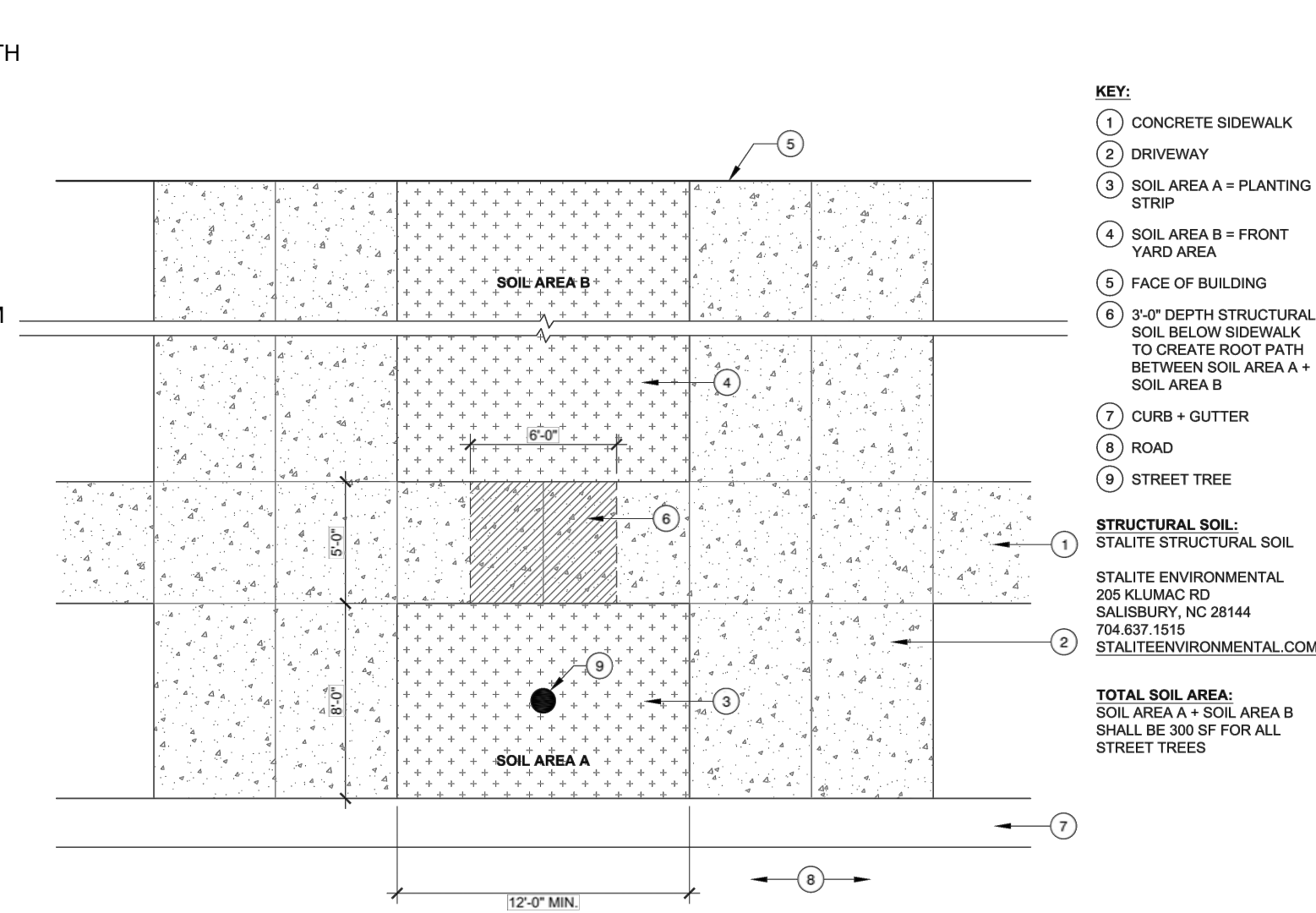
FUTURE AMENDMENTS TO THE REZONING PLAN (WHICH INCLUDES THESE DEVELOPMENT STANDARDS) MAY BE APPLIED FOR BY THE THEN OWNER OR OWNERS OF THE APPLICABLE PORTION OF THE SITE AFFECTED BY SUCH AMENDMENT IN ACCORDANCE WITH THE PROVISIONS OF THE ORDINANCE.

11. BINDING EFFECT OF THE REZONING APPLICATION:

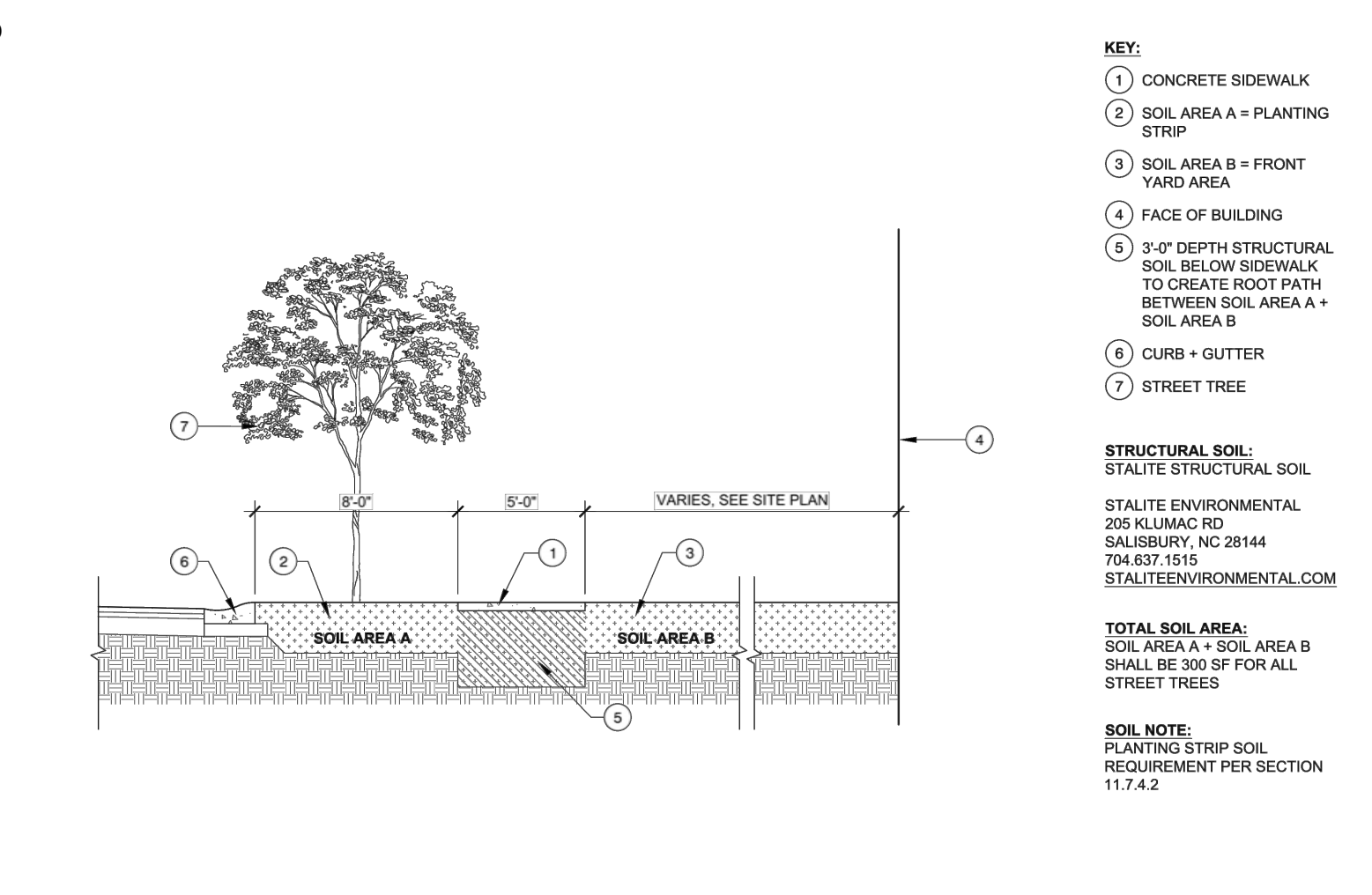
IF THIS REZONING PETITION IS APPROVED, ALL CONDITIONS APPLICABLE TO THE DEVELOPMENT OF THE SITE IMPOSED UNDER THE REZONING PLAN WILL, UNLESS AMENDED IN THE MANNER PROVIDED UNDER THE ORDINANCE, BE BINDING UPON AND INSURE TO THE BENEFIT OF THE PETITIONER AND SUBSEQUENT OWNERS OF THE SITE AND THEIR RESPECTIVE HEIRS, DEVISEES, PERSONAL REPRESENTATIVES, SUCCESSORS IN INTEREST OR ASSIGNS.

12. RECORDATION OF THE REZONING PLAN:

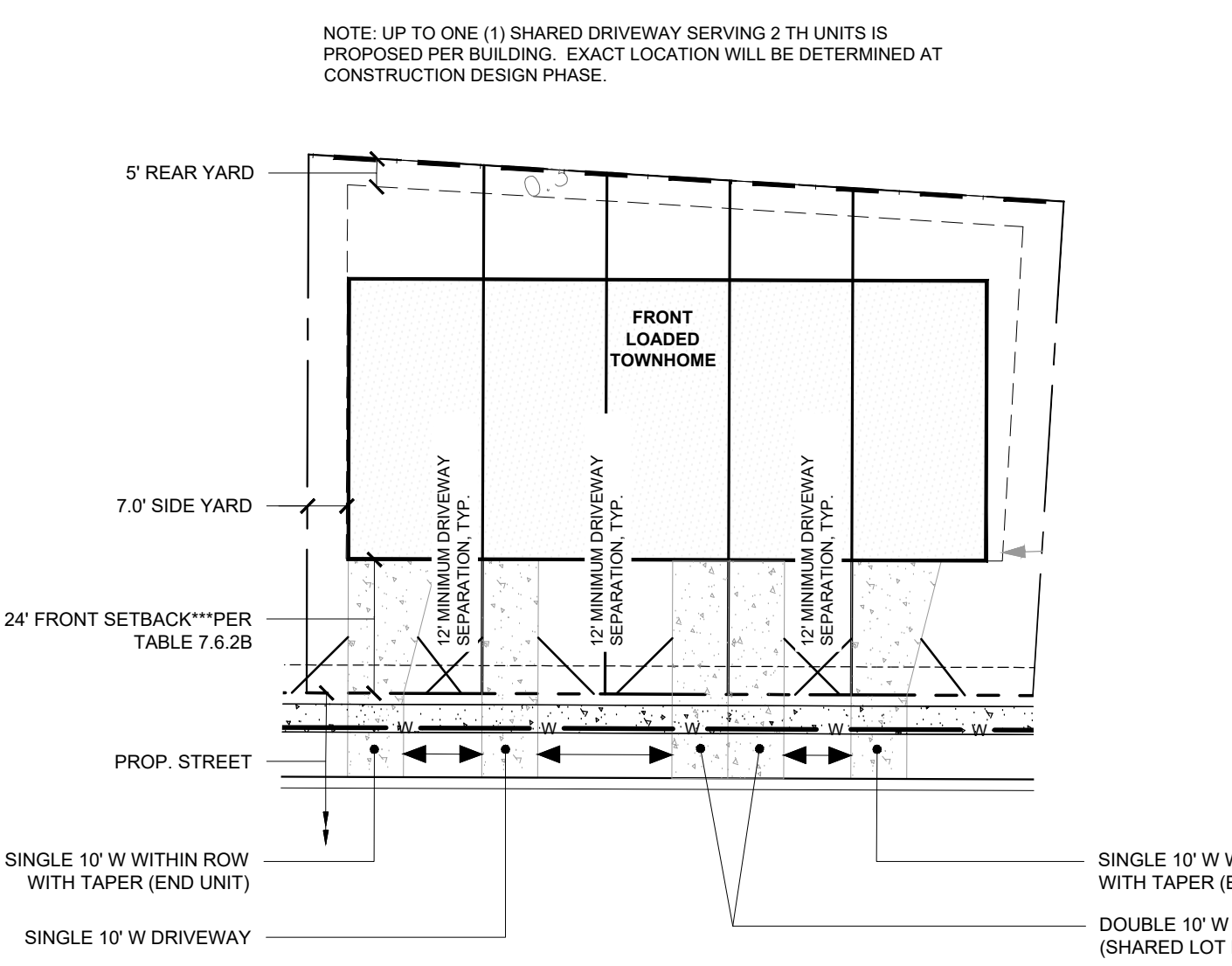
THE ZONING PLAN SHALL BE RECORDED WITH CABARRUS COUNTY REGISTER OF DEEDS ONCE APPROVED BY THE CITY.



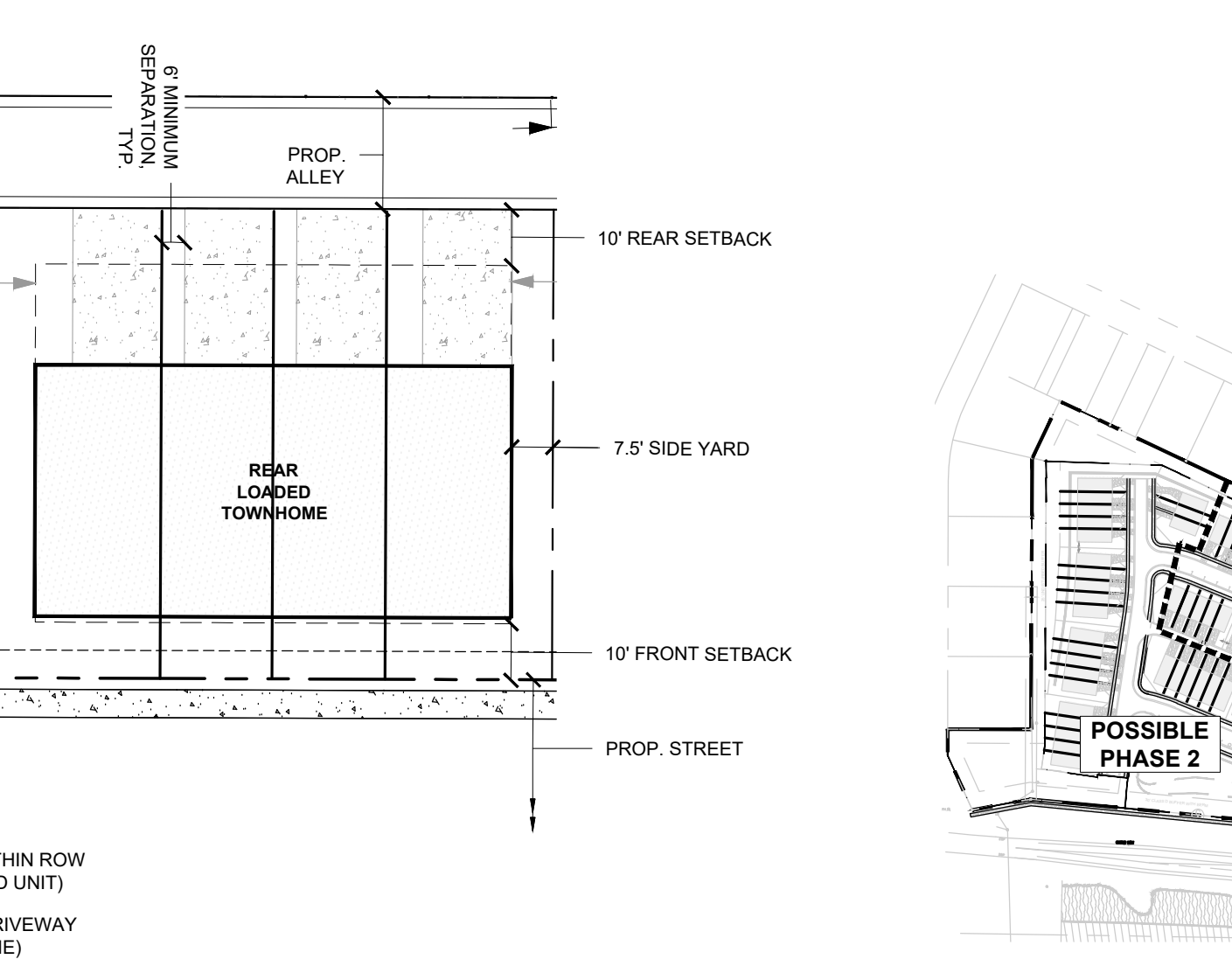
5 | STREET TREE PLANTING @ FRONT LOADED UNITS PLAN



6 | STREET TREE PLANTING @ FRONT LOADED UNITS SECTION



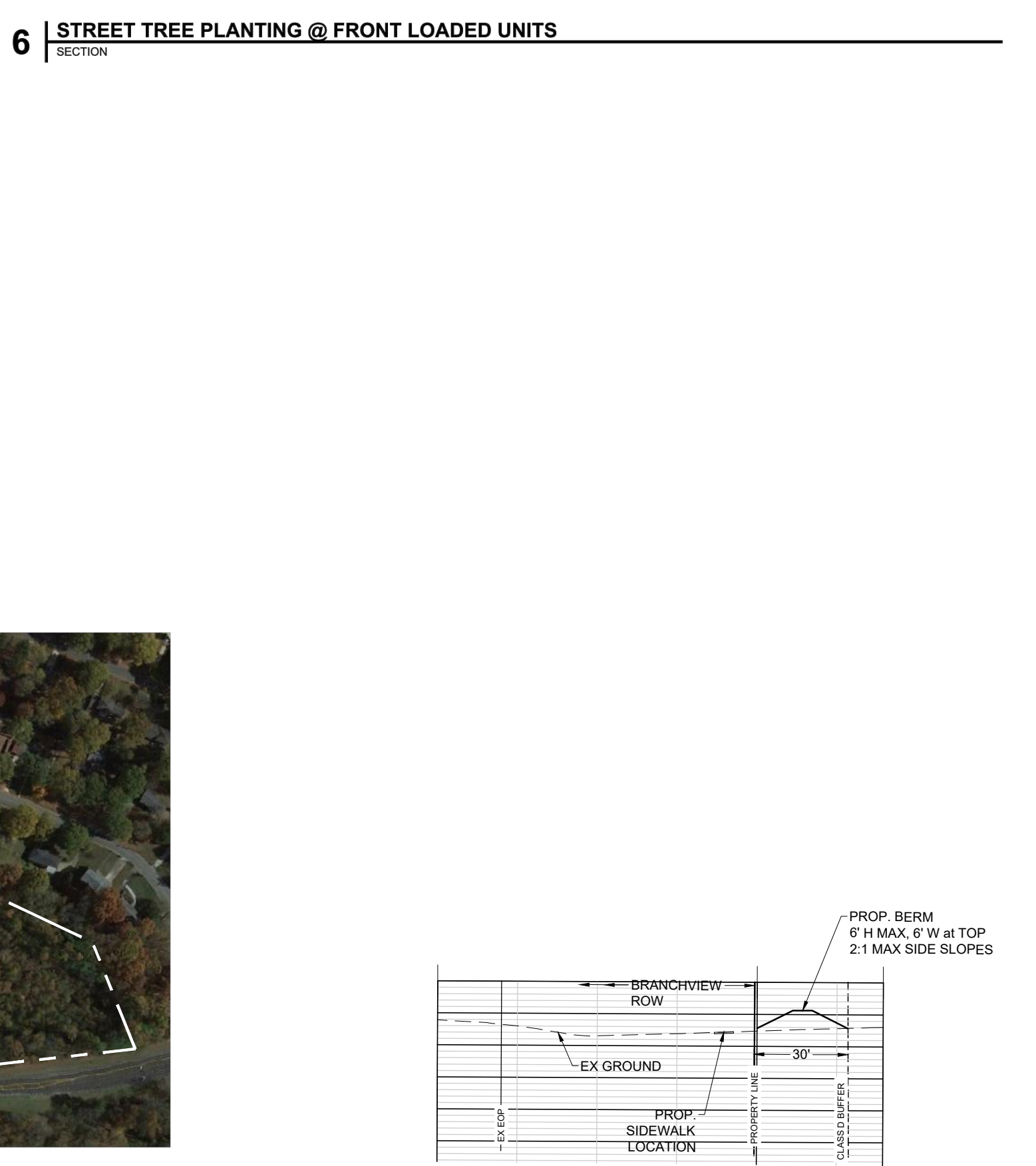
1 | LOT DIAGRAM EXHIBIT PLAN SCALE: 1" = 30'



2 | PROJECT PHASING EXHIBIT PLAN SCALE: 1" = 300'



3 | EXISTING CANOPY AREA PLAN SCALE: 1" = 300'



4 | PROPOSED 30' CLASS D BUFFER WITH 6' BERM EXHIBIT SECTION SCALE: 1" = 40'



master planning . civil engineering
 urban design . landscape architecture
 919 berryhill rd. ste 101 . charlotte, nc 28208
 704.532.1204 . www.dpr.design
 NC Firm License # C-0560

CLIENT / OWNER
CAPITAL LAND PARTNERS, LLC
 2907 PROVIDENCE ROAD, SUITE 250
 CHARLOTTE, NC 28211
 704.516.4138

LAND USE ATTORNEY

VICINITY MAP

PROJECT

BRANCHVIEW TOWNHOMES

BRANCHVIEW DRIVE
 CONCORD, NC 28025

PROJECT NUMBER
 23001

DATE
 8-18-2023

ISSUED FOR

REZONING

REVISIONS

NO.	DATE	DESCRIPTION	BY
0	08-18-2023	1ST SUBMISSION	RT
1	10-25-2023	2ND SUBMISSION	RT
2	03-01-2024	3RD SUBMISSION	RT
3	04-15-2024	4TH SUBMISSION	RT
4	07-26-2024	5TH SUBMISSION	AF

PROJ. MANAGER: HY
 DRAWN BY: RT
 CHECKED BY: HY

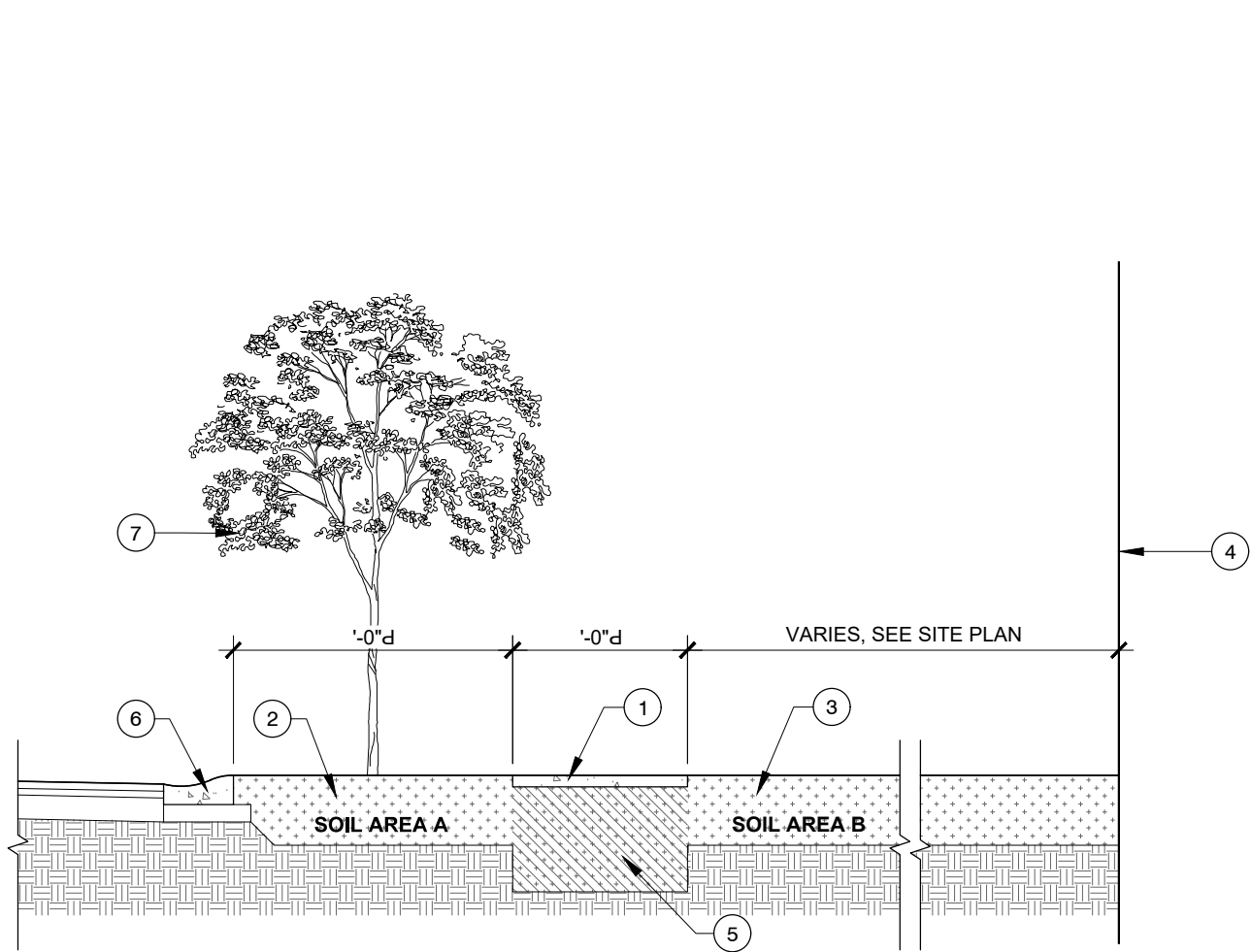
SCALE

AS INDICATED

DRAWING

REZONING NOTES

RZ-4



- KEY:**
- ① CONCRETE SIDEWALK
 - ② SOIL AREA A = PLANTING STRIP
 - ③ SOIL AREA B = FRONT YARD AREA
 - ④ FACE OF BUILDING
 - ⑤ 3'-0" DEPTH STRUCTURAL SOIL BELOW SIDEWALK TO CREATE ROOT PATH BETWEEN SOIL AREA A + SOIL AREA B
 - ⑥ CURB + GUTTER
 - ⑦ STREET TREE

STRUCTURAL SOIL:
 STALITE STRUCTURAL SOIL
 STALITE ENVIRONMENTAL
 205 KLUMAC RD
 SALISBURY, NC 28144
 704.637.1515
STALITEENVIRONMENTAL.COM

TOTAL SOIL AREA:
 SOIL AREA A + SOIL AREA B
 SHALL BE 300 SF FOR ALL
 STREET TREES

SOIL NOTE:
 PLANTING STRIP SOIL
 REQUIREMENT PER SECTION
 11.7.4.2

6 | STREET TREE PLANTING @ FRONT LOADED UNITS
 SECTION

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

CASE #: Z(CD)-27-23
PIN#: 5630-55-3690, 5630-45-9844

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP
OF THE CITY OF CONCORD, NORTH CAROLINA
FOR PROPERTY LOCATED AT 805 BRANCHVIEW DR. SE, CONCORD, NC

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

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

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

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

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

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

SECTION 1. That the P&Z Commission held a duly advertised public hearing on October 15, 2024. At the close of the public hearing, the P&Z Commission adopted the following "Statement of Zoning Consistency" as required by NC Gen Stat 160D-605.

- The subject properties are approximately 13.44 acres combined and are zoned RM-1 (Residential Medium Density)
- The subject property was annexed into the City before 1979 and the earliest recorded zoning was R-1 (Residential), later converted to RM-1 (Residential Medium Density).
- The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as RV (Residential Village) is a corresponding zoning classification to the Suburban Neighborhood classification.
- The zoning amendment is not reasonable and in the public interest as the design is not compatible with the surrounding residential area and adjacent RM-1 (Residential Medium Density) zoning.

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

SECTION 2. That the City Council held a duly advertised public hearing on November 14, 2024. At the close of the public hearing, the City Council adopted the following "Statement of Zoning Consistency" as required by NC Gen. Stat 160D-605.

SUPPORTING APPROVAL

- The subject properties are approximately 13.44 acres combined and are zoned RM-1 (Residential Medium Density)
- The subject property was annexed into the City before 1979 and the earliest recorded zoning was R-1 (Residential), later converted to RM-1 (Residential Medium Density).
- The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as RV (Residential Village) is a corresponding zoning classification to the Suburban Neighborhood classification.
- The zoning amendment is reasonable and in the public interest as it provides an additional single-family housing option to the area and is compatible in use, design and density with the adjacent residential land uses.

SUPPORTING DENIAL

- The subject properties are approximately 13.44 acres combined and are zoned RM-1 (Residential Medium Density)
- The subject property was annexed into the City before 1979 and the earliest recorded zoning was R-1 (Residential), later converted to RM-1 (Residential Medium Density).
- The proposed zoning is consistent with the 2030 Land Use Plan (LUP) as RV (Residential Village) is a corresponding zoning classification to the Suburban Neighborhood classification.
- The zoning amendment is not reasonable and in the public interest as the design is not compatible with the surrounding residential area and adjacent RM-1 (Residential Medium Density) zoning.

IF VOTE TO APPROVE

The City Council then voted to APPROVE the map amendment, subject to the following conditions, which have been offered by the petitioner and/or mutually agreed upon during the course of the hearing:

1. Compliance with "Branchview Townhomes Rezoning Plan" document, dated 7/26/2024, sheets RZ-1 through RZ-4.

2. Compliance with the "Street Tree Planting @ Front Loaded Units"
3. Technical site plan review and approval is required including all approvals from outside local, state and federal agencies.

SECTION 3: That the Official Zoning Map is hereby amended by rezoning from City of Concord RM-1 (Residential Medium Density) to City of Concord RV- CD Residential Village – Conditional District) in the area described as follows:

IF VOTE TO DENY

SECTION 3: The City Council then voted to DENY the rezoning from City of Concord RM-1 (Residential Medium Density) to City of Concord RV- CD Residential Village – Conditional District) in the area described as follows:

Being all of that certain tract or parcel of land located in the City of Concord, Cabarrus County, North Carolina, and being more particularly described as follows:

BEGINNING at a new 1/2" iron rod set on the northeasterly margin of Branchview Drive S.E. (a variable width public right-of-way), said iron being located at the west corner of the City of Concord property as described in Deed Book 8981, Page 41 of the Cabarrus County Public Registry;

thence with the margin of Branchview Drive S.E., the following three (3) bearings and distances:

- 1) North 43°20'01" West, 405.91 feet to an existing concrete monument;
- 2) North 33°19'24" West, 243.18 feet to a new 1/2" iron rod set;
- 3) North 31°35'09" West, 519.47 feet to an existing concrete monument found at the south corner of Lot 22, Winecoff Hills, Phase 4 and being depicted on Map Book 30, Page 88 of said registry;

thence North 42°09'06" West, 109.08, thence North 28°01'01" East 107.01 feet, thence North 53°14'12" East 47.44, thence South 36°45'50" East 150.00 thence with the line of Lot 22, North 53°14'38" East, 35.28 feet to an existing 1/2" iron rod found at the south corner of Lot 42, Winecoff Hills, Section II, Phase II, Map 2 and being depicted on Map Book 25, page 90 of said registry; thence with the line of Map Book 25, Page 90, the following four (4) bearings and distances:

- 1) North 53°12'56" East, 255.39 feet to an existing 1/2" iron rod found;
- 2) North 53°14'04" East, 124.97 feet to an existing 1/2" iron rod found;
- 3) North 53°17'18" East, 104.87 feet to an existing 1/2" iron rod found;
- 4) North 78°34'33" East a distance of 112.97 feet to an existing 1/2" iron rod found in the southwesterly line of the Timothy G. McGonagle property as described in Deed Book 13977, Page 208 and being depicted as Lot 11, Mountain-Brook, Section 1 and being depicted on Map Book 12, Page 46 of said registry; thence with the line of Mountain-Brook, Section 1, the following two (2) bearings and distances:

- 1) South 11°32'44" East, 100.18 feet to an existing 1/2" iron rod found;
- 2) South 11°33'12" East, 149.98 feet to an existing 1/2" iron rod found at the northwesterly corner of Lot 14, Mountain-Brook, Section 2 and being depicted on Map Book 13, Page 40 of said registry; thence with the line of Mountain-Brook, Section 2, the following four (4) bearings and distances:

- 1) South 11°26'29" East, 196.51 feet to an existing 1/2" iron rod found;
- 2) South 11°34'00" East, 233.31 feet to an existing 1/4" iron rod found;
- 3) South 11°33'30" East, 199.53 feet to an existing 1" iron pipe found;
- 4) South 11°43'22" East, 240.23 feet to an existing 2" iron pipe found at the northwesterly corner of the Del Scott Fetters property as described in Deed Book 10629, Page 345 of said registry;

thence with the line of Del Scott Fetters, South 31°07'37" West, passing an existing 5/8" iron rod found at 109.80, the northwesterly corner of the aforementioned City of Concord property, a total distance of 270.25 feet to the POINT OF BEGINNING, having an area of 563,412 square feet or 12.9342 acres, as shown on a survey by R. B. Pharr & Associates, P. A., dated August 23, 2022, Job No. 94727.

IF APPROVED

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

IF DENIED

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

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

SECTION 6. That the effective date hereof is the 14th day of November, 2024

Adopted this 14th day of November, 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: October 15, 2024

CASE: TA-10-24 Text Amendment (Articles 5, 7, 8, 9, 10, 12, & 14 – Clean-up)

PREPARED BY: Kevin Ashley, AICP- Deputy Planning Director

BACKGROUND

Planning staff interacts with the Concord Development Ordinance (CDO) daily and continuously receives feedback from the public about the document. As a result, we have been making notes for minor changes to address clerical errors, provide clarity, increase user efficiency, and comply with the North Carolina General Statutes. This proposed amendment is intended to be principally corrective in nature and this memorandum specifies which CDO Articles are being amended. The attached strike-through document illustrates the exact changes in each Article and Section.

ARTICLES TO BE AMENDED

1. **Article 5 – Subdivision Plats, Site Plans, Construction Plans:** Changes to this article include removing the notarization of the owner certification which is not required by the statutes. This change will also allow for the future electronic recording of exempt and minor plats. Additionally, language has been added to reflect State requirements for the installation of stormwater devices, and a clarification has been added as to acceptable scales of construction plan drawings.
2. **Article 7 – Base Zoning Districts:** Article 7 is being amended to include a clarification as to the location of dimensional standards for townhomes as it can be difficult to locate without assistance. The CDO also requires a 50 foot front and street side setback for multifamily developments of more than 40 units. Staff feels 20’ is an appropriate front/street setback for multi-family and is more desirable in an urban setting where the buildings are built closer to the street.
3. **Article 8 – Use Regulations:** Numerous corrective changes are proposed in Article 8. Staff has identified several discrepancies in the use table and proposes to correct those. These include adding trade schools to the I-1/-2 districts (approved in a text amendment in 2010), moving sanitary landfills to the correct waste category, renaming child care center to “day care center” to include adult day care (in compliance with the State definition), and placing cabinet and woodworking shops back in the I-2 district. A change is also proposed in the use table for heavy industrial to add “all other manufacturing, except as listed” and corresponding language is to be added to the use category table. Manufacturing technology is continuously evolving, and this change is intended to assist staff in administration of the ordinance for manufacturing uses that may not be specifically spelled out in Article 8.

Given the need for affordable day care, staff is also proposing a small change to the supplemental use requirements to permit smaller facilities (10 persons) on streets that are not collector or thoroughfares. It should be noted that this change is not applicable to family day centers and that the commercial day care centers would still be required to have the proper nonresidential zoning. Staff has also added a clarification that the approved day care certification from the State will be required.

In terms of supplemental uses for particular uses in Section 8.3, a change is proposed to the accessory dwelling unit (ADU) requirements to remove the requirement that the principal dwelling unit be owner-occupied. This requirement is not advisable given fair housing law. This section is proposed to be updated to clarify that an ADU is permissible only with single family detached units, and not attached (duplexes or townhomes). Additionally, for solid waste storage areas (dumpster enclosures), it is current practice to discourage the use of wood due to deterioration, so wood has been removed as an enclosure material.

Several changes are also proposed under the home occupation requirements. Catering is permissible in most nonresidential districts as well as a home occupation (with standards). The use table erroneously states that the standards are applicable in the nonresidential districts, so the citation is being removed and the whole section is being moved to the home occupation section with a clarification that approval is required from the appropriate health agency (usually the Cabarrus Health Alliance). Additionally, staff have added hair and nail salons (one chair maximum) as an allowable home occupation (with appropriate State licensing) and firearm production as a prohibited home occupation. The home occupation performance standards have been updated to specify that a maximum of two (2) client vehicles are permissible at any one time. For home day cares, the CDO limits the maximum number of children to eight (8), but House Bill 259 (September, 2023) allows up to ten (10), and the performance standards have been updated to state that the maximum permissible number will be in accordance with that particular statute.

4. **Article 9 – Special Purpose and Overlay Districts:** The Neighborhood Infill District (NRD) which accommodates tiny and cottage homes, was created as Section 9.14. For clean-up purposes, staff proposes to move the district requirements to Section 9.5, which is unused.
5. **Article 10 – Development and Design Standards:** Staff fields numerous inquiries as to whether required accessible (handicap) parking is included within the total number of parking spaces. It has been our interpretation that the total number of required spaces will include the required number of accessible spaces, and that interpretation needs to be clarified. We have also added a clarification that common open space may not be within the boundaries of individual lots within residential developments. This requirement is located within the open space definition, but it being placed in Section 10.5.7 to assist the reader.
6. **Article 12 Sign Standards:** Section 12.1.5 states that permanent signs for PUDs, TNDs and conditional district zoning shall be reviewed at the site plan stage. This section has created some confusion with developers and the sign review is typically a separate permit and review type, so this statement has been deleted.

Occasionally, topographic challenges or a road widening issue will necessitate the relocation of a sign resulting in the only feasible location being within a street right-of-way. A provision has been added to allow signs within a right-of-way with a valid encroachment permit issued by the maintaining authority. We have also corrected a typographical error in Section 12.4.4, which refers to freestanding signs.

7. **Article 14 – Definitions:** The definition for “trade school” that was approved with the 2010 text amendment has been added.

In summary, these revisions represent mainly corrective changes, or those that are reasonable and simple in nature. The amendment is in approval form and may be forwarded to Council for approval.

Article 5

5.3.2. CONTENTS.

F. **Certificates required on All Final Plats.** The following certificates shall be provided and signed as indicated by the signature title.

1. **Certificate of Ownership and Offer of Dedication.**

I hereby certify that I am owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights of way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right of way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.

BY: _____
Owner Date

NORTH CAROLINA
CABARRUS COUNTY

I, _____, a notary public
for said county and state, do hereby certify that _____
_____ personally appeared before me this day and
acknowledged the due execution of the foregoing instrument.

WITNESS my hand and official seal, this the ___ day
of _____, 20__.

My commission expires: _____

5.7.4. CONSTRUCTION RESPONSIBILITIES.

E. Contracts for Future Installation of Improvements

If developments cannot be completed, under certain conditions the City MAY accept a contract and bond for a delay in the installation of certain required improvements in accordance with NCGS § 160D-804(g) and as detailed below.

1. The Administrator may delay the requirement for the completion of required improvements (excluding improvements required to provide for emergencies) prior to issuing a Certificate of Occupancy Compliance or recordation of the final plat if the applicant enters into an Agreement in which the applicant covenants and agrees to complete all required on-site and off-site public improvements in a time agreed upon by the Administrator.
 - a. For on-site and off-site public improvements, no later than two (2) years following the date upon which the final plat is recorded. Such period may be extended for up to an additional one (1) year period upon its expiration at the discretion of the Administrator.
 - ~~2.~~b. For regulatory stormwater devices, no later than six (6) months following the date upon which the Certificate of Occupancy Compliance is issued. Such period may be extended for up to anone additional six (6) month period upon its expiration at the discretion of the Administrator.

5.6.3. SIZE AND SCALE.

Construction plans shall be prepared on 24-inch by 36-inch white paper at a horizontal scale of one (1) inch equals a distance of twenty (20), thirty (30), forty (40), fifty (50), or sixty (60) feet and a vertical scale of one (1) inch equals a distance of four (4) feet.

7.7. RESIDENTIAL DESIGN STANDARDS

7.7.4. SITE ELEMENTS

E. Special Standards for a Townhouse

Purpose: The City of Concord recognizes that the physical characteristics of townhouse developments pose a distinct set of service challenges as compared to traditional detached single-family developments. The following standards are intended to provide for 1) the safe movement of vehicles and pedestrians; 2) an adequate amount of resident and visitor parking; 3) the safe provision of public utilities and services; 4) the provision of green space; and 5) the creation of a functional, healthy and sustainable permanent shade tree canopy.

Dimensional standards for Townhouse lots are listed in the notes of Table 7.6.2.A Dimensional Standards.

Townhouses may have vehicular access on a principal street (front-load) or on an alley (rear-load).

7.8.17 MULTI-FAMILY DIMENSIONAL STANDARDS

Multi-family development shall comply with the standards in Table 7.8.17



TABLE 7.8.17 - Multifamily Dimensional Standards

Density	See Table 7.6.2 A. * No density limits apply in the Center City (CC) district Multi-family units on the upper floors of commercial structures in B-1, C-1 and C-2 shall not be subject to density limits
Lot Width and Depth	See Table 7.6.2 A. *
Front Setback or	Developments of less than 40 dwelling units: see Table 7.6.2 B. * 20 feet
Street Side Setback	Developments of 40 or more dwelling units: 50 feet, except that the minimum front setback may be reduced to 20 feet if all required off-street parking is located at the rear of the building(s). 20 Feet
Interior Side Setback	20 feet
Rear Setback	20 feet
Separation Between Buildings	20 feet, plus one (1) foot for each one (1) foot of building height in excess of 30 feet for multi-story buildings. 10 feet for single-story buildings containing one (1) or two (2) units.
Common Open Space	See Table (10.5) (Note: multi-family developments allowed in non-residential districts shall comply with the open space standards for residential districts in Table (10.5.13))
Maximum Building Length	180 feet

NOTES:

Multi-family or Single-family attached developments that are allowed (by right or as special use) in non-residential districts shall use the dimensional and density standards of Table 7.6.2 A. except as specified above. Multi-family or single family attached developments in the O-I district shall only be permissible as incidental to an institutional use (such as a church or school). In the B-1, C-1 and C-2 zoning districts, multi-family development shall only be permissible on thirty percent (30%) of the total land area of the parcel (exclusive of special flood hazard area and stream buffers). Density for multifamily development in the B-1, C-1 and C-2 zoning districts shall be calculated on the 30% of the total land area (less special flood hazard area and stream buffers) and not on the entire parcel.

Article 8

8.1.8. Use Table

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	
Educational Facilities	All Educational Facilities, except as listed below								P	P	P	P	P			
	School, Boarding							P	S	S	S	S	S			
	School, Business							P	P	P	P	P	P	P		
	School, Trade								P	P	P	P	P	P	P	
	School, Elementary and Secondary	P	P	P	P	P	P	P	P	P	P	P	P			

USE CATEGORY	SPECIFIC USE	AG	RE	RL	RM-1	RM-2	RV	RC	O-1	B-1	CC	C-1	C-2	I-1	I-2	Standards
Waste Related Service	Sanitary Landfill														PS	8.3.6.B
	Recycling Processing Facility														P	
	Land Clearing, Inert Debris Landfill	PS												PS	PS	8.3.7.C
	Septic Tank Cleaning Service and Vehicle Storage Facility													P	P	
	Solid Waste Management Facility												P	P	P	
	Junkyard/Salvage Yard														SS	8.3.7.C
	All heavy industrial, except as listed below														P	
	Abrasive Products Manufacturing														P	

8.1.8. Use Table

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	
PUBLIC AND CIVIC USES																
Day Care	Child Day-Care Center (not including home day care)	SS	SS	SS	SS	SS	SS	SS	PS	PS	PS	PS	PS			8.3.4.A

8.2.5. PUBLIC AND CIVIC USE CATEGORIES

B. Day Care

Characteristics: Uses providing care, protection, and supervision for more than six children or adults on a regular basis away from their primary residence. Care is typically provided to a given individual for fewer than 18 hours each day, although the facility may be open 24 hours each day.		
Principal Uses	Accessory Uses	Uses Not Included
Adult day-care program <u>Child care</u> center, nursery school, preschool Intermediate childcare Latch-key program Large Family Day Care Home	Associated office Food preparation and dining facility Health, arts and crafts, and therapy area Indoor or outdoor recreation facility Off-street parking	Counseling in an office setting (see Office) In-home day care for fewer than six <u>persons</u> (see Household Living: Accessory Use) On-site day care facility <u>operated</u> in connection with a business or other principal use where children are cared for while parents or guardians are occupied on the premises (see appropriate category under Accessory Use)

8.3.4 PUBLIC AND CIVIC USES

A. Child Day Care Center

1. APPLICABILITY

The provisions of this Section apply to any:

A. Child Care Center.

A.B. Adult Day Care Center.

B.C. _____ Family Day Care Homes. _____ Day care homes are also _____ Home Occupations (see ~~Accessory-Uses~~ 8.5)

2. PERMIT APPLICATION

The following shall be submitted with the application for a Zoning Clearance Permit or Certificate of Compliance:

A. Evidence that the N.C. Department of Transportation has issued driveway permits for the facility (may submit copies).

B. Such centers shall be enclosed with a fence, with a minimum height of four (4) feet (excluding adult day care centers).

C. The following shall be submitted upon receipt from the N.C. State Licensing Board:

D. A copy of the N.C. State letter of approval for religious childcare facilities, or

E. A copy of the N.C. State temporary license (issued for the first six months of operation) and permanent license issued to all childcare facilities, excluding religious childcare facilities.

E.F. A copy of the N.C. Department of Health and Human Services Adult Day Care Certification.

E.G. A letter from the applicant indicating the number of residents persons that will be cared for and how many staff will be employed.

3. ACCESS AND LOADING/UNLOADING

A. This provision of this § 8.3.4.A.3 shall not apply to Family Day Care Homes.

B. Adequate access to and from the site, as well as adequate off-street space must be provided for the pickup and discharge of children. Standards for access and off-street parking/loading are set forth in Section 10.3.

C. The use shall front a street classified as a collector or a thoroughfare, C. if the facility will have 10 or more persons under their care in a day.

8.1.8. Use Table

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		
INDUSTRIAL USES																	
Light Industrial Service	Cabinet and Woodwork Shop												P	P	P	<u>P</u>	

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		
Waste Related Service	Recycling Processing Facility																P
	Land Clearing, Inert Debris Landfill	PS													PS	PS	8.3.7.C
	Septic Tank Cleaning Service and Vehicle Storage Facility													P	P		
	Solid Waste Management Facility												P	P	P		
	Junkyard/Salvage Yard														SS	8.3.7.C	
Heavy Industrial	All heavy industrial, except as listed below															P	
	Abrasive Products Manufacturing															P	
	<u>Move this existing line up two</u> Cement, Concrete, Clary, Brick and Stone Product Manufacturing															P	
	Chemical Manufacturing															P	
	<u>Coal</u> , Ore Supply with outdoor storage															S	
	Dry Cleaning/Laundry Plant												P	P	P		
	Food Manufacturing with Animal Slaughtering and Processing															S	
	Tobacco Manufacturing															P	
	Metal Plating															P	
<u>All Other Manufacturing, except as listed</u>															<u>P</u>		

8.2.7. INDUSTRIAL USE CATEGORIES

D. Heavy Industrial

Characteristics: Firms involved in research and development activities without light fabrication and assembly operations; limited industrial/manufacturing activities. The uses emphasize industrial businesses, and sale of heavier equipment. Factory production and industrial yards are located here. Sales to the <u>general public</u> are limited		
Principal Uses	Accessory Uses	Uses Not Included
Any use that is potentially dangerous, noxious or offensive to neighboring uses in the district or those who pass on public <u>ways</u> by reason of smoke, odor, noise, glare, fumes, gas, vibration, threat of fire or explosion, emission of particulate matter, interference with radio, television reception, radiation or any other likely cause Animal processing, packing, treating, and storage, livestock or poultry slaughtering, citrus concentrate plant, processing of food and related products, production of chemical, rubber, leather, clay, bone, paper, pulp, plastic, stone, or glass materials or products, production or fabrication <u>of metals</u> <u>or</u> metal products including enameling and galvanizing, sawmill Borrow pit Bulk storage of flammable liquids Commercial feed lot Concrete batching and asphalt processing and manufacture Earth moving and heavy construction equipment Landfill, hazardous solid waste Mining (see Resource Extraction) Primary Metal Processing & Manufacturing Tobacco Manufacturing Truck, Heavy Duty; RV & Self-propelled Heavy Construction Equipment, sales, service and rental Woodworking, including cabinet and furniture manufacturing All Other Manufacturing, except as listed	Ancillary office Associated office Cafeteria Off-street parking Product repair Repackaging of goods Warehouse, storage Residential unit for security purposes (single unit) Day Care facility if part of a service offered by an employer	Animal waste processing (see Waste-Related Service) Repair and service of motor vehicles, motorcycles, RVs, boats, and light and medium trucks (see Vehicle Sales and Service) Store selling, leasing, or renting consumer, home, and business goods (see Retail Sales and Service)

8.3.3 Residential Uses
 C. Accessory Dwelling

10. ~~ELIGIBILITY OWNER-OCCUPIED RESTRICTION~~

Accessory dwelling units shall only be allowed on parcels that contain ~~owner-occupied~~ a single-family detached dwelling units that is ~~are~~ allowed as a principal permitted use.

8.1.8. Use Table

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	
INDUSTRIAL USES																
Light Industrial Service	Food Catering Facility									PS	PS	PS	PS	PS		8.3.7.A

8.3.7 INDUSTRIAL USES

A. ~~Hold Catering~~

1. ~~APPLICABILITY~~

~~A. The provisions of this Section shall only apply to any Catering operation as a Home Occupation (see 58.5)~~

2. ~~MAXIMUM AREA~~

~~A. Area set aside for catering as a home occupation shall occupy no more than twenty-five percent (25%) of the gross floor area of the dwelling unit.~~

3. ~~OUTDOOR STORAGE~~

~~A. No outdoor storage or display of items associated with catering as a home occupation is permitted.~~

4. ~~OPERATION~~

~~A. Catering as a home occupation shall be conducted entirely within a dwelling unit exclusive of a garage or carport. It shall be clearly incidental and secondary to the use of the dwelling unit for residential purposes and shall not change the outward appearance of the residence. Catering as a home occupation is not permitted in a detached garage or in any other accessory structure.~~

~~B. All food items created as part of a catering home occupation shall be served and consumed at locations other than the home.~~

~~C. In accordance with 5-8.5, no more than one (1) non-resident shall be employed on site. All other persons who are not occupants of the dwelling may be employed in connection with the home occupation provided they:~~

- ~~• do not work at or on the site of the dwelling;~~
- ~~• do not report to work at or near the dwelling;~~
- ~~• do not go by the dwelling to pick up orders, supplies or other items related to the catering home occupation;~~
- ~~• do not report to the dwelling for pay;~~
- ~~• do not associate with the dwelling in a manner which could be interpreted as part of a normal employer/employee relationship.~~

~~D. Catering home occupation activities shall not generate traffic, parking, noise, vibration, glare, fumes, odors, or electrical interference beyond what normally occurs in the district in which it is located~~

~~E. Only one vehicle owned by the operator of the home occupation and used in coordination with the business may be stored on site. This does not preclude occasional deliveries by parcel post or similarly sized vehicles consistent with normal use of the property for residential purposes that do not impede the safe flow of traffic.~~

5. ~~COMPLIANCE WITH OTHER REGULATIONS~~

~~A. All catering home occupations shall comply with all applicable Federal, State and local regulations.~~

B.5.8 CATERING AS A HOME OCCUPATION

1. APPLICABILITY

A. The provisions of this Section shall only apply to any Catering operation as a Home Occupation (see 58.5)

2. MAXIMUM AREA.

A. Area set aside for catering as a home occupation shall occupy no more than twenty-five percent (25%) of the gross floor area of the dwelling unit.

3. OUTDOOR STORAGE

A. No outdoor storage or display of items associated with catering as a home occupation is permitted.

4. OPERATION.

A. Catering as a home occupation shall be conducted entirely within a dwelling unit exclusive of a garage or carport. It shall be clearly incidental and secondary to the use of the dwelling unit for residential purposes and shall not change the outward appearance of the residence. Catering as a home occupation is not permitted in a detached garage or in any other accessory structure.

B. All food items created as part of a catering home occupation shall be served and consumed at locations other than the home.

C. In accordance with § 8.5, no more than one (1) non-resident shall be employed on site. All other persons who are not occupants of the dwelling may be employed in connection with the home occupation provided they:

- do not work at or on the site of the dwelling;
- do not report to work at or near the dwelling;
- do not go by the dwelling to pick up orders, supplies or other items related to the catering home occupation;
- do not report to the dwelling for pay;
- do not associate with the dwelling in a manner which could be interpreted as part of a normal employer/employee relationship.

D. Catering home occupation activities shall not generate traffic, parking, noise, vibration, glare, fumes, odors, or electrical interference beyond what normally occurs in the district in which it is located

E. Only one vehicle owned by the operator of the home occupation and used in coordination with the business may be stored on site. This does not preclude occasional deliveries by parcel post or similarly sized vehicles consistent with normal use of the property for residential purposes that do not impede the safe flow of traffic.

5. COMPLIANCE WITH OTHER REGULATIONS.

A. All catering home occupations shall comply with all applicable Federal, State and local regulations.

B. Documentation of approval from Cabarrus Health Alliance or the applicable health agency shall be provided prior to issuance of a home occupation permit for catering.

8.5 HOME OCCUPATIONS

8.5.2 LIST OF HOME OCCUPATIONS

The following list specifies those occupations that may be conducted at home. The home occupations permitted herein are allowed in a residential setting because they do not compromise the residential character of an area, do not generate conspicuous traffic, do not visually call unusual attention to the home, and do not generate noise of a nonresidential level.

- R. Catering (see [8.5.8](#) ~~8.3.7-A~~ for catering as a home occupation standards) (includes home-cooking and preservation of foods for the purpose of selling the products for off-premise consumption)

8.5.4 HOME OCCUPATIONS NOT PERMITTED

The following Uses shall not be permitted as home occupations in Residential Zoning Districts: medical/dental office, motor vehicle repair or similar uses, temporary or permanent motor vehicle display for purposes of sale or lease, restoration or conversion, engine repair, furniture refinishing, gymnastic facilities, studios or outdoor recreation activities, medical/cosmetic facilities for animals including animal care or boarding facilities, machine shop/metal working, firearm or firearm part production or assembly, retail sales, commercial food preparation (excluding catering pursuant to ~~§8.5.83.7-A~~), contractors shops, mortuaries, medical procedures, body piercing and/or painting, tattoos, or any type of physical or psycho therapy, or any other use not allowed in accordance with § 8.1.8.

8.3.6 OUTDOOR STORAGE AND STORAGE FACILITIES

C. Solid Waste Storage Areas

1. LOCATION

Solid waste dumpsters or other large containers for solid waste storage shall be confined in an enclosed area that is screened on all sides. A solid waste enclosure, large enough to confine solid waste items and dumpster(s), should be of solid opaque construction, with latching gates providing access. The applicant shall indicate on the site plan the choice of materials and color so that the Administrator can determine that they are consistent and compatible with those of the principal building(s) on the site. No solid waste storage area shall be located in any front building yard setback as described in Table 7.6.2 A and 7.6.2 B. or any street yard or buffer yard as set forth in Article 11.

2. MATERIALS

Enclosures shall be constructed of durable, weather-proof, permanent materials such as concrete or stone block, metal, wood or similar material. The applicant shall ensure that the choice of materials and color are consistent and compatible with those of the principal building(s) on the site.

3. CONTAINER TYPE

Solid waste dumpsters or other large containers for solid waste storage shall have a lid to minimize the potential contamination of stormwater runoff.

4. FENCING

Fences of chain link, sheet metal and barbed and razor wire, with or without slats of wood or metal inserted, are not sufficient materials to screen solid waste storage areas.

5. APPLICATION

The provisions of this § 8.3.6.C. shall apply to all non-residential development, multi-family residential developments and/or single-family attached residential developments, which do not use roll-out containers for curbside solid waste pickup.

8.5 HOME OCCUPATIONS

8.5.1 LIST OF HOME OCCUPATIONS

The following list specifies those occupations that may be conducted at home. The home occupations permitted herein are allowed in a residential setting because they do not compromise the residential character of an area, do not generate conspicuous traffic, do not visually call unusual attention to the home, and do not generate noise of a nonresidential level.

- A. Accounting, bookkeeping
- B. Appraisal
- C. Legal services
- D. Real estate sales
- E. Insurance sales
- F. Childcare / Family Daycare Home (see)
- G. Drafting services
- H. Tailoring (dressmaking, alterations, etc.) services
- I. Engineering, architecture and landscape architecture
- J. Financial planning & investment services
- K. Fine arts studio (creation of individual works only, no mass production)
- L. Interior decoration (no studio permitted)
- M. Lawn Care Services
- N. Mail order business (order taking only, no stock in trade)
- O. Musical instruction, voice or instrument
- P. Tutoring
- Q. Office work
- R. Catering (see 8.3.7-A for catering as a home occupation standards)
(includes home-cooking and preservation of foods for the purpose of selling the products for off-premise consumption)
- S. Hair or Nail Salon
- S.T. Similar, low impact endeavor as determined by the Administrator

8.6 TABLE 8.6-1
HOME OCCUPATION PERFORMANCE STANDARDS BY ZONING DISTRICT

PERFORMANCE STANDARDS	AG	All other districts
The use shall be clearly incidental and secondary to residential occupancy.	x	x
The use shall be conducted entirely within the interior of the residence.		x
The use shall not change the residential character of the dwelling.	x	x
The use shall conform with applicable state and local statutes, ordinances and regulations and is reviewed by Administrator.	x	x
A full-time resident operator shall be employed.	x	x
Obtain permits before operating home occupation, except those exempted under § 5.12.7.	x	x
No more than one (1) non-resident employee shall be permitted.		x
Not more than 6 clients/day (limit 1 visit per day per each client) are permitted to visit home occupation. Hours for visits shall be between <u>the 8:00 AM and 8:00 PM. Maximum of 2 client vehicles permitted at the same time (excluding music, art, craft, or similar lessons and childcare).</u>	x	x
Not more than 25% of the gross floor area of the principal dwelling structure shall be utilized for the home occupation	x	x
Music, ¹ art, craft or similar lessons: (12 or fewer clients per <u>day</u>)	x	x
Childcare (maximum number of children shall be in accordance with N.C.G.S 110-86(3)b and 110-91(7)b(maximum of 8 or fewer children); see 5-5.16 also see 5 8.3.4.A.2	x	x
<u>Hair or Nail Salon (maximum 1 chair and salon license from the North Carolina Board of Cosmetic Art Examiners required prior to issuance of home occupation permit)</u>	<u>x</u>	<u>x</u>
Demonstrate that public facilities and utilities are adequate to safely accommodate equipment used for home occupation	x	x
Storage of goods and materials shall be inside and shall not include flammable, combustible or explosive materials	x	x
Parking shall be provided only in driveway and shall not create hazards or street congestion	x	x

ARTICLE 9 SPECIAL PURPOSE AND OVERLAY DISTRICTS

Summary: This Article provides information on special purpose zoning districts in the City of Concord including Planned Unit Development, Planned Residential Development, Mixed Use Districts, Traditional Neighborhood Districts, Manufactured Home Park District, Public Interest District, Conservation Subdivision, Residential County Originated and Neighborhood Infill Residential. It also includes information on the overlay districts of the Historic Preservation, Airport, Manufactured Home Park, and the Copperfield Boulevard Corridor Overlay District.

9.1 Planned Unit Development (PUD)	2
9.2 Planned Residential Development (PRD)	7 8
9.3 Mixed Use Districts	13 12
9.4 Traditional Neighborhood District (TND)	50 48
9.5 (Hold) Neighborhood Infill Residential District (NRD)	60-
9.6 Manufactured Home Park (MHP) District	61 65
9.7 Public Interest Development (PID) District	62 66
9.8 Historic Preservation Overlay (HPOD) Districts	64 68
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For the Watershed Overlay Districts - See Article 4. There are three water related overlay districts. The water shed around the Coddle Creek Reservoir (Lake Howell) and Coddle Creek is a WS II watershed, and is discussed at section 4.2. The watershed around Lake Concord is a WS IV watershed and can also be found at section 4.2. All of the rest of Concord is located in the watersheds controlled by the National Pollution Discharge Elimination System Phase II Stormwater Permit issued by the State of North Carolina. Sections 4.3 through 4.7 contain the standards for the balance of Concord outside of the Coddle Creek and Lake Concord watersheds.

ARTICLE 9 SPECIAL PURPOSE DISTRICTS

9.5 Neighborhood Infill Residential (NRD) District.

9.5.1 Intent.

This district is intended to allow for the efficient development and redevelopment of housing in underutilized areas. Neighborhood infill standards provide the opportunity for property owners to achieve more efficient urban-type development that can be achieved through conventional suburban development. These standards provide for a range of different infill housing types that may be deemed appropriate in particular geographic areas on a case-by-case basis.

9.5.2 Purposes.

This ordinance is adopted for the following purposes:

- A. To guide the future growth and development consistently with the comprehensive plan;
- B. To guide site analysis to plan appropriate areas for development of higher density residential development;
- C. To provide for compatible development of housing on underutilized properties by allowing for additional review of individual projects on a case-by-case basis;
- D. To ensure availability of adequate infrastructure for development on smaller parcels;
- E. To ensure that adequate on-street and/or off-street parking and safe vehicular movement is provided;
- F. To provide for a diversity of lot sizes, housing choices and building densities to accommodate a variety of age and income groups;
- G. To provide buffering adjacent to lower density residential uses; and
- H. To meet demand for varied housing types in an urban setting.

9.5.3 Applicability and Compliance.

The NRD district may be applied only to land designated as Urban Neighborhood by the 2030 Land Use Plan. The NRD district is a site plan-controlled district that requires Planning and Zoning Commission review and approval.

9.5.4 Definitions

- A. Cottage Home: A site-built single-family detached dwelling not exceeding 1,500 square feet of heated floor area, meets applicable requirements of the North Carolina State Building and Housing Codes, and is placed on a permanent foundation.
- B. Cottage Home Development: A neighborhood consisting of cottage homes, either on individually platted lots or on one parcel, sharing driveways, common areas, site improvements and amenities.
- C. Tiny Home: A site-built single-family detached dwelling not exceeding 600 square feet of heated floor area, meets applicable requirements of the North Carolina State Building and Housing Codes, and is placed on a permanent foundation. A tiny home that is located on the same lot as a principal dwelling unit is an accessory dwelling unit.
- D. Tiny Home Development: A neighborhood consisting of tiny homes, either on individually platted lots or on one parcel, sharing driveways, common areas, site improvements and amenities.

9.5.5 Application Procedure and Approval Process

NRD developments shall be processed as a conditional district zoning amendment (with a site plan required) and shall follow the procedures established in Section 3.2.

9.5.5.1 Development Types

Following are specific development standards applicable to different types of development that are deemed appropriate as infill projects.

A. Tiny Homes

1. Tiny home developments are permissible subject to the following dimensional requirements. A tiny home that is located on the same lot as a principal dwelling is an accessory dwelling unit (See Section 8.3.3.C). A tiny home on wheels is considered a recreational vehicle and is permissible only as a temporary dwelling in accordance with other applicable sections of this ordinance.

<u>Feature</u>	<u>Minimum Requirement</u>
<u>Maximum Density</u>	<u>18 units per acre</u>
<u>Minimum Street Frontage (overall parcel)</u>	<u>50 feet on a public street</u>
<u>Minimum Lot Size (overall parcel)</u>	<u>10,000 sf</u>

<u>Maximum Lot Size (overall parcel)</u>	<u>2 acres</u>
<u>Minimum number of dwellings</u>	<u>4</u>
<u>Maximum number of dwellings</u>	<u>18</u>
<u>Maximum lot size (if subdivided)</u>	<u>4,000 sf</u>
<u>Minimum lot size (if subdivided)</u>	<u>None</u>
<u>Maximum floor area</u>	<u>600 sf</u>
<u>Minimum lot width (if subdivided)</u>	<u>None</u>
<u>Minimum setback from public street</u>	<u>10 feet</u>
<u>Minimum front setback</u>	<u>5 feet¹</u>
<u>Minimum side setback</u>	<u>5 feet²</u>
<u>Maximum building height</u>	<u>2 stories</u>
<u>Minimum open space</u>	<u>30 percent of overall tract</u>
<u>Perimeter buffer</u>	<u>8' type A (see Section 11.4.2. Must be within common space and cannot lie within an individual platted lot</u>

1. Minimum distance from front lot line, or from common area/vehicular access if individual units are not subdivided.

2. Ten (10) feet is required between units if the individual units are not subdivided.

2. Tiny homes may be developed either on individually platted lots or within one overall parcel.

3. Each development shall provide common elements and site improvements for the benefit of each dwelling unit. These elements shall include a central green or common area and a pedestrian network that connects to public sidewalk.

4. Parking shall be provided at a rate of 2 spaces per unit and may be provided within an individual driveway and/or within a common parking area. To the greatest extent possible, parking shall be located either on the side or rear of the homes, or under the home, if elevated.

5. Low Impact Development (LID) measures for stormwater treatment are encouraged.

- 6. Sixty percent (60%) of all individual lots or dwellings shall front the common open space. Common open space shall be provided at a rate of 350 square feet of area for each dwelling.
- 7. Common areas may include an amenity structure.
- 8. Each development shall be served by a privately maintained shared drive at least 20 feet in width, including proper access easements for the benefit of all dwellings.
- 9. Developments shall be designed in order to adequately accommodate solid waste collection at the public street.
- 10. Tiny home developments proposing individually platted lots shall follow the subdivision process detailed in Article 5.

B. Cottage Homes

- 1. Cottage home developments are permissible only subject to the following dimensional requirements.

<u>Feature</u>	<u>Minimum Requirement</u>
<u>Maximum Density</u>	<u>18 units per acre</u>
<u>Minimum Street Frontage (overall parcel)</u>	<u>50 feet on a public street</u>
<u>Minimum Lot Size (overall parcel)</u>	<u>15,000 sf</u>
<u>Maximum Lot Size (overall parcel)</u>	<u>2 acres</u>
<u>Minimum number of dwellings</u>	<u>4</u>
<u>Maximum number of dwellings</u>	<u>18</u>
<u>Maximum lot size (if subdivided)</u>	<u>5,000 sf</u>
<u>Minimum lot size (if subdivided)</u>	<u>None</u>
<u>Maximum floor area</u>	<u>1,500 sf</u>
<u>Minimum lot width (if subdivided)</u>	<u>20 feet</u>
<u>Minimum setback from public street</u>	<u>10 feet</u>
<u>Minimum front setback</u>	<u>5 feet¹</u>
<u>Minimum side setback</u>	<u>5 feet²</u>
<u>Maximum building height</u>	<u>2 stories</u>
<u>Minimum open</u>	<u>30 percent of overall tract</u>

<u>space</u>	
<u>Perimeter buffer</u>	<u>8' type A (see Section 11.4.2. Must be within common space and cannot lie within an individual platted lot</u>

1. Minimum distance from front lot line, or from common area/vehicular access if individual units are not subdivided.
2. Ten (10) feet is required between units if the individual units are not subdivided.

2. Cottage homes may be developed either on individually platted lots or within one overall parcel.

3. Each development shall provide common elements and site improvements for the benefit of each dwelling unit. These elements shall include a central green or common area and a pedestrian network that connects to public sidewalk.

4. Parking shall be provided at a rate of 2 spaces per unit and may be provided within an individual driveway and/or within a common parking area. To the greatest extent possible, parking shall be located either on the side or rear of the homes, or under the home if elevated.

5. Low Impact Development (LID) measures for stormwater treatment are encouraged.

6. Sixty percent (60%) of all individual lots or dwellings shall front the common open space. Common open space shall be provided at a rate of 350 square feet of area for each dwelling.

7. Common areas may include an amenity structure.

8. Each development shall be served by a privately maintained shared drive at least 20 feet in width, including proper access easements for the benefit of all dwellings.

9. Developments shall be designed in order to adequately accommodate solid waste collection at the public street.

10. Cottage home developments proposing individually platted lots shall follow the subdivision process detailed in Article 5.

~~9.139.14 NEIGHBORHOOD INFILL RESIDENTIAL (NRD) DISTRICT~~

~~9.14.1 Intent~~

~~This district is intended to allow for the efficient development and redevelopment of housing in underutilized areas. Neighborhood infill standards provide the opportunity for property owners to achieve more efficient urban type development that can be achieved through conventional suburban development. These standards provide for a range of different infill housing types that may be deemed appropriate in particular geographic areas on a case by case basis.~~

~~9.14.2 Purposes~~

~~This ordinance is adopted for the following purposes:~~

- ~~**A.I.** To guide the future growth and development consistently with the comprehensive plan;~~
- ~~**B.J.** To guide site analysis to plan appropriate areas for development of higher density residential development;~~
- ~~**C.K.** To provide for compatible development of housing on underutilized properties by allowing for additional review of individual projects on a case by case basis;~~
- ~~**D.L.** To ensure availability of adequate infrastructure for development on smaller parcels;~~
- ~~**E.M.** To ensure that adequate on street and/or off street parking and safe vehicular movement is provided;~~
- ~~**F.N.** To provide for a diversity of lot sizes, housing choices and building densities to accommodate a variety of age and income groups;~~
- ~~**G.O.** To provide buffering adjacent to lower density residential uses; and~~
- ~~**H.P.** To meet demand for varied housing types in an urban setting.~~

~~9.14.2 Applicability and Compliance~~

~~The NRD district may be applied only to land designated as Urban Neighborhood by the 2030 Land Use Plan. The NRD district is a site plan controlled district that requires Planning and Zoning Commission review and approval.~~

~~9.14.3 Definitions~~

- ~~**A.E. Cottage Home:** A site built single family detached dwelling not exceeding 1,500 square feet of heated floor area, meets applicable requirements of the North Carolina State Building and Housing Codes, and is placed on a permanent foundation.~~

~~**B.F. Cottage Home Development:** A neighborhood consisting of cottage homes, either on individually platted lots or on one parcel, sharing driveways, common areas, site improvements and amenities.~~

~~**C.G. Tiny Home:** A site built single family detached dwelling not exceeding 600 square feet of heated floor area, meets applicable requirements of the North Carolina State Building and Housing Codes, and is placed on a permanent foundation. A tiny home that is located on the same lot as a principal dwelling unit is an accessory dwelling unit.~~

~~**D.H. Tiny Home Development:** A neighborhood consisting of tiny homes, either on individually platted lots or on one parcel, sharing driveways, common areas, site improvements and amenities.~~

~~9.14.4 Application Procedure and Approval Process~~

~~NRD developments shall be processed as a conditional district zoning amendment (with a site plan required) and shall follow the procedures established in Section 3.2.~~

~~9.14.4.1 Development Types~~

~~Following are specific development standards applicable to different types of development that are deemed appropriate as infill projects.~~

~~A. Tiny Homes~~

~~**1.11.** Tiny home developments are permissible subject to the following dimensional requirements. A tiny home that is located on the same lot as a principal dwelling is an accessory dwelling unit (See Section 8.3.3.C). A tiny home on wheels is considered a recreational vehicle and is permissible only as a temporary dwelling in accordance with other applicable sections of this ordinance.~~

Feature	Minimum Requirement
Maximum Density	18 units per acre
Minimum Street Frontage (overall parcel)	50 feet on a public street
Minimum Lot Size (overall parcel)	10,000 sf
Maximum Lot Size (overall parcel)	2 acres
Minimum number of dwellings	4
Maximum number of dwellings	18

Maximum lot size (if subdivided)	4,000 sf
Minimum lot size (if subdivided)	None
Maximum floor area	600 sf
Minimum lot width (if subdivided)	None
Minimum setback from public street	10 feet
Minimum front setback	5 feet¹
Minimum side setback	5 feet²
Maximum building height	2 stories
Minimum open space	30 percent of overall tract
Perimeter buffer	8' type A (see Section 11.4.2. Must be within common space and cannot lie within an individual platted lot

~~1.2. Minimum distance from front lot line, or from common area/vehicular access if individual units are not subdivided.~~

~~2. Ten (10) feet is required between units if the individual units are not subdivided.~~

~~2.12. Tiny homes may be developed either on individually platted lots or within one overall parcel.~~

~~3.13. Each development shall provide common elements and site improvements for the benefit of each dwelling unit. These elements shall include a central green or common area and a pedestrian network that connects to public sidewalk.~~

~~4.14. Parking shall be provided at a rate of 2 spaces per unit and may be provided within an individual driveway and/or within a common parking area. To the greatest extent possible, parking shall be located either on the side or rear of the homes, or under the home, if elevated.~~

~~5.15. Low Impact Development (LID) measures for stormwater treatment are encouraged.~~

~~6.16. Sixty percent (60%) of all individual lots or dwellings shall front the common open space. Common open space shall be provided at a rate of 350 square feet of area for each dwelling.~~

~~7.17. Common areas may include an amenity structure.~~

~~8.18. Each development shall be served by a privately maintained shared drive at least 20 feet in width, including proper access easements for the benefit of all dwellings.~~

~~9.19. Developments shall be designed in order to adequately accommodate solid waste collection at the public street.~~

~~10.20.~~ Tiny home developments proposing individually platted lots shall follow the subdivision process detailed in Article 5.

~~B. Cottage Homes~~

~~1.2.~~ Cottage home developments are permissible only subject to the following dimensional requirements:

Feature	Minimum Requirement
Maximum Density	18 units per acre
Minimum Street Frontage (overall parcel)	50 feet on a public street
Minimum Lot Size (overall parcel)	15,000 sf
Maximum Lot Size (overall parcel)	2 acres
Minimum number of dwellings	4
Maximum number of dwellings	18
Maximum lot size (if subdivided)	5,000 sf
Minimum lot size (if subdivided)	None
Maximum floor area	1,500 sf
Minimum lot width (if subdivided)	20 feet
Minimum setback from public street	10 feet
Minimum front setback	5 feet ¹
Minimum side setback	5 feet ²
Maximum building height	2 stories
Minimum open space	30 percent of overall tract
Perimeter buffer	8' type A (see Section 11.4.2. Must be within common space and cannot lie within an individual platted lot

~~1.3.~~ Minimum distance from front lot line, or from common area/vehicular access if individual units are not subdivided.

~~2.4.~~ Ten (10) feet is required between units if the individual units are not subdivided.

~~2.11.~~ Cottage homes may be developed either on individually platted lots or within one overall parcel.

~~3.12. Each development shall provide common elements and site improvements for the benefit of each dwelling unit. These elements shall include a central green or common area and a pedestrian network that connects to public sidewalk.~~

~~4.13. Parking shall be provided at a rate of 2 spaces per unit and may be provided within an individual driveway and/or within a common parking area. To the greatest extent possible, parking shall be located either on the side or rear of the homes, or under the home if elevated.~~

~~5.14. Low Impact Development (LID) measures for stormwater treatment are encouraged.~~

~~6.15. Sixty percent (60%) of all individual lots or dwellings shall front the common open space. Common open space shall be provided at a rate of 350 square feet of area for each dwelling.~~

~~7.16. Common areas may include an amenity structure.~~

~~8.17. Each development shall be served by a privately maintained shared drive at least 20 feet in width, including proper access easements for the benefit of all dwellings.~~

~~9.18. Developments shall be designed in order to adequately accommodate solid waste collection at the public street.~~

~~10.19. Cottage home developments proposing individually platted lots shall follow the subdivision process detailed in Article 5.~~

Article 10

10.3. PARKING AND LOADING

10.3.2. Required Amount of Off-Street Parking

G. Accessible Parking Spaces

The minimum number of accessible parking spaces required for a development shall count toward meeting the minimum vehicular parking requirement.

10.5.7. LOCATION

A. *Distance to Dwellings*

Open space shall be located within one-quarter (1/4) mile radius from each buildable lot within the proposed development. This radius shall be measured in a straight line, without regard for street, sidewalk or trail connections.

B. *Connectivity*

The Administrator may require connection to a community open space network and/or trails system if the proposed development is adjacent to the boundary of an established community public open space as included in the Livable Communities Blueprint for Cabarrus County or any other park, recreation, greenway, or open space plan adopted by the City Council, which are all hereby incorporated by reference as if set forth in their entirety herein.

C. *Accessibility*

Active open space areas shall be accessible to all residents of the development. Accessibility to pedestrians within the proposed development shall be provided by one of the following means. Upon review of the design by the Administrator, additional pedestrian access points may be required.

1. Access shall be provided via frontage on a public street right-of-way containing a sidewalk; or
2. Access shall be provided via a recorded pedestrian easement (minimum 15 feet wide).

D. *Contiguity*

At least sixty percent (60%) of the required open space shall be in a contiguous tract. For the purposes of this Section, contiguous shall include any open space bisected by a residential street (including a residential collector), provided that:

1. A pedestrian crosswalk is constructed to provide access to the open space on both sides of the street; and
2. The right-of-way area is not included in the calculation of the minimum open space required.

E. Open Space in Residential Development

1. Common Open space shall not be divided into private lots

Article 12

12.1. GENERAL PROVISIONS.

12.1.5. SIGN PERMITTING AND REGISTRATION

B. Signage Plan Required

For any lot on which the owner proposes to erect one or more signs requiring a permit or for a combined development or other multi-tenant development, a signage plan shall be required, which includes the following information:

1. An accurate Plot Plan of the lot or parcel, at such scale as the Administrator may reasonably require;
2. Location of buildings, parking lots, driveways, and landscaped areas on such lot or parcel;
3. Computation of the maximum total sign area, the maximum area for individual signs, the height of signs and the number of signs of each type allowed on the lot(s) or parcel(s) included in the plan under this Ordinance; and
4. An accurate indication on the plot plan of the proposed location of each present and future sign of any type, whether requiring a permit or not.
5. ~~Permanent signs for planned unit developments, Traditional Neighborhood Developments and conditional uses shall be reviewed as part of the site plan.~~

12.2. PROHIBITED SIGNS.

12.2.1. APPLICABILITY.

The following signs are expressly prohibited within the City of Concord and its extraterritorial jurisdiction:

- K. Signs placed within or extending into the right-of-way of city and state maintained streets and roads, except those signs erected by a duly constituted government body or which are expressly permitted to be placed within a right-of-way by this Ordinance, ~~or~~ the North Carolina General Statutes, or an encroachment agreement issued by the maintaining authority.

12.4. PERMANENT SIGNS.

12.4.4. FREESTANDING GROUND SIGNS

G. Illumination

Freestanding signs may be illuminated either internally or externally with the exception of freestanding signs within zoning districts where single family residences are a use that is permitted by right, in which case only external illumination of wall freestanding signs is permitted.

Article 14

SCHOOL, BUSINESS OR TRADE - A school, other than a college or university, which may be operated as a commercial venture, and which provides part-time or full-time education beyond the high school level and does not provide lodging or dwelling units for students or faculty. Includes technical and cosmetology schools. (See NAICS 611).

SCHOOL, TRADE- An establishment in which is offered, for compensation, instruction in a trade or craft, including but not limited to, carpentry, masonry, metal working, plumbing, machinery repair and operation, welding, fabrication and the like

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 Article 5, Subdivision Plats, Site Plans, Constuction Plans, Section 5.3 Final Plats, Section 5.3.2.F Certificates Required on All Final Plats be amended to the following:

F. Certificates Required on All Final Plats. The following certificates shall be provided and signed as indicated by the signature title.

1. Certificate of Ownership and Offer of Dedication.

I hereby certify that I am owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights of way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right of way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such areas for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be

privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.

BY: _____
Owner Date

SECTION 2: That Article 5, Subdivision Plats, Site Plans, Constuction Plans, Section 5.6 Construction Plans, Section 5.6.3, Size and Scale be amended to the following:

5.6.3. Size and Scale.

Construction plans shall be prepared on 24-inch by 36-inch white paper at a horizontal scale of one (1) inch equals a distance of twenty (20), thirty (30), forty (40), fifty (50), or sixty (60) feet and a vertical scale of one (1) inch equals a distance of four (4) feet.

SECTION 3: That Article 5, Subdivision Plats, Site Plans, Constuction Plans, Section 5.7, Construction, Section 5.7.4.E, Contracts for Future Installation of Improvements be amended to the following:

5.7.4. Construction Responsibilities.

E. Contracts for Future Installation of Improvements

If developments cannot be completed, under certain conditions the City MAY accept a contract and bond for a delay in the installation of certain required improvements in accordance with NCGS § 160D-804(g) and as detailed below.

1. The Administrator may delay the requirement for the completion of required improvements (excluding improvements required to provide for emergencies) prior to issuing a Certificate of Compliance or recordation of the final plat if the applicant enters into an Agreement in which the applicant covenants and agrees to complete all required on-site and off-site public improvements in a time agreed upon by the Administrator.

a. For on-site and off-site public improvements, no later

than two (2) years following the date upon which the final plat is recorded. Such period may be extended for up to an additional one (1) year period upon its expiration at the discretion of the Administrator.

- b.** For regulatory stormwater devices, no later than six (6) months following the date upon which the Certificate of Compliance is issued. Such period may be extended for up to one additional six (6) month period upon its expiration at the discretion of the Administrator.

SECTION 4: That Article 7, Base Zoning Districts, Section 7.7, Residential Design Standards, Section 7.7.4.E, Site Elements, Special Standards for a Townhouse, be amended to the following:

E. Special Standards for a Townhouse

Purpose: The City of Concord recognizes that the physical characteristics of townhouse developments pose a distinct set of service challenges as compared to traditional detached single-family developments. The following standards are intended to provide for 1) the safe movement of vehicles and pedestrians; 2) an adequate amount of resident and visitor parking; 3) the safe provision of public utilities and services; 4) the provision of green space; and 5) the creation of a functional, healthy and sustainable permanent shade tree canopy.

Dimensional standards for Townhouse lots are listed in the notes of Table 7.6.2.A Dimensional Standards.

Townhouses may have vehicular access on a principal street (front-load) or on an alley (rear-load).

SECTION 5: That Article 7, Base Zoning Districts, Section 7.8, Standards for Multifamily Development, Section 7.8.17 Multi-Family Dimensional Standards, Table 7.8.17, be amended to the following:

Density	See Table 7.6.2 A. * No density limits apply in the Center City (CC) district Multi-family units on the upper floors of commercial structures in B-1, C-1 and C-2 shall not be subject to density limits
Lot Width and Depth	See Table 7.6.2 A. *
Front Setback or	20 feet

Street Side Setback	20 Feet
Interior Side Setback	20 feet
Rear Setback	20 feet
Separation Between Buildings	20 feet, plus one (1) foot for each one (1) foot of building height in excess of 30 feet for multi-story buildings. 10 feet for single-story buildings containing one (1) or two (2) units.
Common Open Space	See Table (10.5) (Note: multi-family developments allowed in non-residential districts shall comply with the open space standards for residential districts in Table (10.5.13))
Maximum Building Length	180 feet

SECTION 6: That Article 8, Use Regulations, Section 8.1 Use Regulations, Section 8.1.8 Use Table , be amended to the following:

8.1.8. Use Table

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	
OPEN USES																
Agriculture	Animal Production and Support Facilities	P	PS	PS												8.3.2.A
	Crop Production	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Crop Production Support Activities	P												P	P	
	Farm Product Sales, Raw Materials	P													P	
	Farm Supply Store without outdoor storage	P											P	P	P	
	Farm Supply Store with outdoor storage	P											PS	PS	P	8.3.5.J
	Sawmill/lumber processing	S														
	Swine Farm	S														
	Warehousing and Storage, farm related products	P													P	
	Livestock Auction	PS													PS	8.3.2.B

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			
Resource Extraction	All Resource Extraction (except borrow pit)	SS														SS	8.3.2.C	
	Borrow Pit	P												P	P			
RESIDENTIAL USES (See 8.2.2(b))																		
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							SS	PS	PS	PS	PS	SS				7.8	
	Duplex/Triplex							PS	PS								Tables 7.6.2.A & 7.6.2.B	
	Accessory Dwelling	PS	PS	PS	PS	PS	PS	PS										8.3.3.C
	Keeping of Chickens (Gallus gallus domesticus)	P	PS	PS	PS	PS	PS	PS										8.3.3.G
Group Living	Congregate Care Senior Housing							PS	PS	PS	PS	PS					8.3.3.D	
	Group Home	SS	SS	SS	SS	SS	SS	SS	SS	SS	PS	PS	PS				8.3.3.E	
	Family Care Home	PS	PS	PS	PS	PS	PS	PS	PS								8.3.3.E	
	Homeless Shelter/Soup Kitchen								SS	SS							8.3.4.I	
	Social Service Institution								SS	SS			PS				8.3.4.F	
PUBLIC AND CIVIC USES																		
Community Service	Civic, Social and Fraternal Organization								P	P	P	P	P					
	Library, Public								P	P	P	P	P					
	Museum or Non-Profit Foundation	PS	PS	PS	PS	PS	PS	PS	PS	P	P	P	P				8.3.4.H	
	Convention Center									S	SS	P	P				8.3.4.G	
Day Care	Day Care Center (not including home day care)	SS	SS	SS	SS	SS	SS	SS	PS	PS	PS	PS	PS				8.3.4.A	
Educational Facilities	All Educational Facilities, except as listed below								P	P	P	P	P					
	School, Boarding								P	S	S	S	S					
	School, Business								P	P	P	P	P	P				
	School, Trade								P	P	P	P	P	P	P			

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	
	School, Elementary and Secondary	P	P	P	P	P	P	P	P	P	P	P	P			
Government Facilities	Animal Shelter	SS											SS	PS	PS	8.3.2.B
	Correctional Institution	S									S					
	Governmental Building (excluding Correctional Institution)	S	S	S	S	S	S	S	P	P	P	P	P	P	P	
	Post Office								P	P	P	P	P	P	P	
	Visitor Bureau								P	P	P	P	P	P		
Medical Facilities	Medical Clinic/Urgent Care								P	P	P	P	P			
Parks and Open Areas	All Parks and Open Areas, except as listed below	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Cemetery	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	PS	8.3.4.C
	Golf Course, Public or Private	P	P	P	P	P	P					P	P			
	Hunting, Fishing, Game Preserve	S														
Passenger Terminals	Air transportation and related support facilities	S											P	P	P	
	Bus Charter Service, including passenger terminal													P	P	
	Limousine/Chauffeur Service/Taxi Company/Taxi Stand										SS	SS	PS			8.3.4.D
	Public Transportation System	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
Places of Worship	Religious Institution/House of Worship, more than 350 seats	SS	SS	SS	SS	SS	SS	SS	PS	SS	SS	PS	P			8.3.4.E
	Religious Institution/House of Worship, up to 350 seats	SS	SS	SS	SS	SS	SS	SS	P	P	P	P	P			8.3.4.E
Utilities	All utilities, except as listed below	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Electric Generating Facility	S												S	P	
	Natural Gas Distribution Facility	P	P	P	P	P	P	P	P	P	P	P	P	P	P	
	Pipeline, Petroleum and Natural or Manufactured Gases	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P
	Sewage Treatment Facility, Private as permitted by NCDENR	S	S	S	S	S	S	S	S	S	S	S	S	S	P	P

USE CATEGORY	SPECIFIC USE	AG	RESIDENTIAL						COMMERCIAL					IND		Standards
		AG	RE	RL	RM-1	RM-2	RV	RC	O-I	B-1	CC	C-1	C-2	I-1	I-2	
	Water Treatment Facility	P											P		P	
	Solar Farm	S														
COMMERCIAL USES																
Indoor Recreation (see 8.3.5.O)	All Indoor Recreation except as listed below										P	P	P			
	Amusement Arcade, indoors only (less than 4 pool tables)										P	P	P			
	Auditorium or Assembly Hall, up to 350 seats								P	P	P	P	P			
	Auditorium or Assembly Hall, more than 350 seats								P	P	S	P	P			
	Bowling Center										P	P	P			
	Firing & Archery Range, Indoors												P	P		
	Go-Kart Track												P	PS		8.3.5.P
	Health Club, Fitness Center, Dance Studio, Martial Arts Studio								P	P	P	P	P	PS		8.3.5.P
	Motion Picture Theater, Indoor										P	P	P			
	Performing Arts Company								P	P	P	P	P			
	Pool Hall, Billiard Parlor (4-16 Pool Tables)										PS		PS			8.3.5.A & City Code Chapter 6, Article II
	Sexually Oriented Business												PS	PS	PS	8.3.5.B
	Skating Rink, Indoor										P		P	S		
Office	All Offices, except as listed below								P	P	P	P	P	P		
	Advertising & Related Services								P	P	P	P	P	P	P	
	Bail Bonding Office											P	P			
	Collections Agency								P	P	P	P	P			
	Credit Bureau									P	P	P	P			
	Data Processing, News Service									P	P	P	P			
	Detective Agency								P	P	P	P	P			

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	
	Electric, Heating, Air Conditioning, Ventilating, Plumbing Sales, Service and Contractor's Office Without Outdoor Storage								P	P	P	P	P	P		
	Engineering, Architect, or Surveyor's Office								P	P	P	P	P	P		
	Financial Institution								P	P	P	P	P			
	Industrial Design Service								P	P	P	P	P	P		
	Insurance Agency								P	P	P	P	P			
	Legal Service								P	P	P	P	P			
	Motion Picture and Sound Recording Studio, Photography, Television, Radio and Film Studio								P	P	P	P	P	P		
	Scientific Research & Development Service								P	P	P	S	P	P		
	Stock or Security Brokerage Firm								P	P	P	P	P			
	Telemarketing, Call Centers								P	P	P	P	P	P		
	Bank Teller Machine outdoor (Principal or Accessory Use)							P	P	P	P	P	P	P	P	
	Outdoor Recreation	Amusement Park	P											P	P	P
Baseball Hitting Range, Golf Driving Range												P	P			
Country Club		P	P	P	P	P	P					P	P			
Equestrian Boarding Riding Arena, Commercial		P	P													
Miniature Golf Course											P	P	P			
Motion Picture Theater, drive-in		S											S	P		
Racetrack and Spectator Sports, including racing test track														P	P	
Recreational Instruction and Camps, Indoor or Outdoor		P							P	P	P	P	P	P	P	

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		
Hotel, Motel, Inn	All overnight accommodations except as listed below								P	P	P	P	P				
	Bed and Breakfast Inn	PS	PS	SS	SS	SS	SS	SS	PS	PS	PS	PS	PS			8.3.5.C	
	Campground	PS														8.3.5.D	
Parking, Commercial	Parking lot or deck, principal use							PS	PS	PS	PS	P	P	P	P	8.3.5.E	
Restaurants (see 8.2.6.F)	All restaurants except as listed below								P	P	P	P	P				
	Banquet Home	SS	SS	SS	SS	SS										8.3.5.N	
	Private Club										SS		SS			8.3.5.F	
	Food Truck							PS	PS	PS	PS	PS	PS	PS	PS	8.3.5.Q	
	Bar, Tavern										PS		PS			8.3.5.T	
	Restaurant, carryout, delivery, no seating										P	P	P	P			
	Restaurant, drive-thru or drive-in												P	P			
Alcoholic Beverage Production (see 8.2.6.J)	Brewpubs/Brewery-Micro										PS	PS	PS	PS	PS	8.3.5.O	
	Brewery- Large													P	P		
	Winery/Cidery													P	P	8.3.5.O	
	Winery/Cidery-Micro										PS	PS	PS	PS	PS	8.3.5.O	
	Distillery													P	P		
Retail Sales and Services	All retail sales and service except as listed below										P	P	P	P			
	ABC Store												P	P			
	Animal Clinic/Hospital/Kennel	PS										PS	PS	PS	PS	PS	8.3.4.B
	Animal Grooming Establishment - no overnight boarding										P	P	P	P	P		
	Animal Obedience School	SS												PS	PS	PS	8.3.4.B
	Animal and/or Feed Supply Store	P											PS	PS			8.3.5.J
	Appliance Sales, Rental and Repair											P	P	P	P		
	Auction Sales Establishment													P			
	Blueprinting and Drafting Service									P	P	P	P	P			
	Building Material Supply no outdoor storage												P	P	P		

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	
	Building Material Supply with outdoor storage												PS	P	P	8.3.5.G
	Cemetery Monument Dealer												P	P		
	Check Cashing Establishment												P			
	Cleaning and Maintenance Service									P	P	P	P	P		
	Convenience Store									PS	SS	PS	PS			8.3.5.H
	Delivery/Courier Service, local (no commercial vehicles)									P	P	P	P	P		
	Dry Cleaning Drop Off/Pick Up									P	P	P	P	P		
	Electronics Sales and Repair										P	P	P	P		
	Event Center										PS	PS	PS			8.3.5.R
	Farmer's Market/Produce Stand	P								PS	PS	PS	PS			8.3.5.I
	Flea Market	P											PS	PS	PS	8.3.5.I
	Floor Covering Store										P	P	P			
	Grocery/Food Store									P	P	P	P			
	Fortuneteller, Divination, Palmistry												S			
	Funeral Home								P	P		P	P	P		
	Internet/Electronic Gaming									PS		PS	PS			8.3.5.L
	Laundromat (self service)									P	S	P	P			
	Lawn and Garden Supply, Nursery with Outdoor Storage	P											PS	PS		8.3.5.J
	Lawn and Garden Supply without Outdoor Storage										P	P	P	P		
	Massage Therapist								P	P	P	P	P	P		
	Pawnshop										S	S	P			
	Photofinishing Laboratory												P	P	P	
	Printing and Related Support Activities												P	P	P	
	Shopping Centers, less than 25,000 sq. ft.									P	P	P	P			
	Shopping Centers, greater than 25,000 sq. ft.												P			

USE CATEGORY	SPECIFIC USE	AG	RESIDENTIAL						COMMERCIAL					IND		Standards
		AG	RE	RL	RM-1	RM-2	RV	RC	O-I	B-1	CC	C-1	C-2	I-1	I-2	
	Sign or Banner Shop with outdoor storage													P	P	
	Sign or Banner shop without outdoor storage										P	P	P	P		
	Swimming Pool, Hot Tub Sales and Service												P	P		
	Tattoo Parlor, Body Piercing												PS			8.3.5.K and 8.3.5.M
	Taxidermist												P			
	Tobacco and Hemp												P			
	Weight Loss Centers								P	P	P	P	P			
Self Service Storage	Self-service storage, including mini-warehouses													PS	PS	8.3.6.E
Vehicle Sales and Service	Automobile Towing and Wrecker Service, Vehicle Storage Lot													PS	PS	8.3.6.H
	Automobile Parts, Tires and Accessories Store									PS		PS	PS	PS		8.3.6.I
	Automobile Repair, Major												PS	PS	PS	8.3.6.H & 8.3.6.I
	Automobile Repair, Minor										PS	PS	PS	PS	PS	8.3.6.D & 8.3.6.I
	Automobile Wash (carwash) including detailing service												P	P	P	
	Manufactured Home Sales												PS	PS		8.3.6.F
	Vehicle Sales, Lease, Rental, including boat, RV and storage buildings												PS	PS	PS	8.3.6.G
	Truck Stop, Travel Plaza													P	P	
INDUSTRIAL USES																
Light Industrial Service	Truck/Construction Equipment Rental													P	P	
	Flex/Office Space												P	P	S	
	All light industrial service, except as listed below													P		
	Cabinet and Woodwork Shop											P	P	P	P	

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		
	Equipment Supply House, commercial												P	P	P		
	Food Catering Facility									P	P	P	P	P			
	LP Gas & Heating Oil Dealer												P	P	P		
	Machine Shop												P	P	P		
	Musical Instrument Manufacturing												P	P	P		
	Pest Control Service												P	P	P		
	Portable Toilet Service															P	
	Small Engine Repair													P	P	P	
	Tire Recap and Repair Facility																P
	Upholstery Shop														P	P	P
Warehouse and Freight Movement	Moving and Storage Facility														P	P	
	Rail Transportation and Support Facilities														P		
	Product Distribution Center, Warehousing and Storage, (Non-farm related products) less than 75,000 square feet in floor area														PS		8.3.7.F
	Product Distribution Center, Warehousing and Storage, (Non-farm related products) greater than 75,000 square feet in floor area														SS		8.3.7.F
	Truck Terminal and Support Facilities															SS	8.3.7.G
	Hazardous Waste Facility															PS	8.3.7.B
Recycling Processing Facility															P		
Waste Related Service	Sanitary Landfill															PS	8.3.6.B
	Land Clearing, Inert Debris Landfill	PS													PS	PS	8.3.7.C
	Septic Tank Cleaning Service and Vehicle Storage Facility														P	P	
	Solid Waste Management Facility													P	P	P	
	Junkyard/Salvage Yard															SS	8.3.7.C

USE CATEGORY	SPECIFIC USE	AG	RESIDENTIAL						COMMERCIAL					IND		Standards
		AG	RE	RL	RM-1	RM-2	RV	RC	O-I	B-1	CC	C-1	C-2	I-1	I-2	
Heavy Industrial	All heavy industrial, except as listed below														P	
	Abrasive Products Manufacturing														P	
	Cement, Concrete, Clary, Brick and Stone Product Manufacturing														P	
	Chemical Manufacturing														P	
	Coal, Ore Supply with outdoor storage														S	
	Dry Cleaning/Laundry Plant												P	P	P	
	Food Manufacturing with Animal Slaughtering and Processing														S	
	Tobacco Manufacturing														P	
	Metal Plating														P	
	All other manufacturing, except as listed														P	

SECTION 7: That Article 8, Use Regulations, Section 8.2 Use Categories, Section 8.2.5.B Public and Civic Use Categories, Section B, Day Care, be amended to the following:

B. Day Care

Characteristics: Uses providing care, protection, and supervision for more than six children or adults on a regular basis away from their primary residence. Care is typically provided to a given individual for fewer than 18 hours each day, although the facility may be open 24 hours each day.		
Principal Uses	Accessory Uses	Uses Not Included
Adult day-care program Child care center, nursery school, preschool Intermediate childcare Latch-key program	Associated office Food preparation and dining facility Health, arts and crafts, and therapy area Indoor or outdoor recreation facility Off-street parking	Counseling in an office setting (see Office) In-home day care for fewer than six persons (see Household Living: Accessory Use) On-site day care facility operated in connection with a business or other principal use where children are cared for while parents or guardians are occupied on the premises (see appropriate category under Accessory Use)

SECTION 8: That Article 8, Use Regulations, Section 8.2 Use Categories, Section 8.2.7.B Industrial Use Categories, Section D, Heavy Industrial, be amended to the following:

Characteristics: Firms involved in research and development activities without light fabrication and assembly operations; limited industrial/manufacturing activities. The uses emphasize industrial businesses, and sale of heavier equipment. Factory production and industrial yards are located here. Sales to the general public are limited		
Principal Uses	Accessory Uses	Uses Not Included
<p>Any use that is potentially dangerous, noxious or offensive to neighboring uses in the district or those who pass on public ways by reason of smoke, odor, noise, glare, fumes, gas, vibration, threat of fire or explosion, emission of particulate matter, interference with radio, television reception, radiation or any other likely cause</p> <p>Animal processing, packing, treating, and storage, livestock or poultry slaughtering, citrus concentrate plant, processing of food and related products, production of chemical, rubber, leather, clay, bone, paper, pulp, plastic, stone, or glass materials or products, production or fabrication of metals or metal products including enameling and galvanizing, sawmill</p> <p>Borrow pit</p> <p>Bulk storage of flammable liquids</p> <p>Commercial feed lot</p> <p>Concrete batching and asphalt processing and manufacture</p> <p>Earth moving and heavy construction equipment</p> <p>Landfill, hazardous solid waste</p> <p>Mining (see Resource Extraction)</p> <p>Primary Metal Processing & Manufacturing</p> <p>Tobacco Manufacturing</p> <p>Truck, Heavy Duty; RV & Self-propelled Heavy Construction Equipment, sales, service and rental</p> <p>Woodworking, including cabinet and furniture manufacturing</p> <p>All other manufacturing except as listed</p>	<p>Ancillary office</p> <p>Associated office</p> <p>Cafeteria</p> <p>Off-street parking</p> <p>Product repair</p> <p>Repackaging of goods</p> <p>Warehouse, storage</p> <p>Residential unit for security purposes (single unit)</p> <p>Day Care facility if part of a service offered by an employer</p>	<p>Animal waste processing (see Waste-Related Service)</p> <p>Repair and service of motor vehicles, motorcycles, RVs, boats, and light and medium trucks (see Vehicle Sales and Service)</p> <p>Store selling, leasing, or renting consumer, home, and business goods (see Retail Sales and Service)</p>

SECTION 9: That Article 8, Use Regulations, Section 8.3, Supplemental Regulations for Certain Uses, 8.3.3.C.10, be amended to the following:

10. ELIGIBILITY

Accessory dwelling units shall only be allowed on parcels that contain a single-family detached dwelling unit that is allowed as a principal permitted use.

SECTION 10: That Article 8, Use Regulations, Section 8.3, Supplemental Regulations for Certain Uses, 8.3.4.A be amended to the following:

A. Day Care Center

1. APPLICABILITY

The provisions of this Section apply to any:

- A. Child Care Center.
- B. Adult Day Care Center
- C. Family Day Care Homes. Day care homes are also Home Occupations (see 8.5)

2. PERMIT APPLICATION

The following shall be submitted with the application for a Zoning Clearance Permit or Certificate of Compliance:

- A. Evidence that the N.C. Department of Transportation has issued driveway permits for the facility (may submit copies).
- B. Such centers shall be enclosed with a fence, with a minimum height of four (4) feet (excluding adult day care centers).
- C. The following shall be submitted upon receipt from the N.C. State Licensing Board:
- D. A copy of the N.C. State letter of approval for religious childcare facilities, or
- E. A copy of the N.C. State temporary license (issued for the first six months of operation) and permanent license issued to all childcare facilities, excluding religious childcare facilities.
- F. A copy of the N.C. Department of Health and Human Services Adult Day Care Certification

A letter from the applicant indicating the number of residents that will be cared for and how many staff will be employed.

3. ACCESS AND LOADING/UNLOADING

- A. This provision of this § 8.3.4.A.3 shall not apply to Family Day Care Homes.
- B. Adequate access to and from the site, as well as adequate off-street space must be provided for the pickup and discharge of children. Standards for access and off-street parking/loading are set forth in Section 10.3.
- C. The use shall front a street classified as a collector or a thoroughfare if the facility will have 10 or more persons under their care in a day.

SECTION 11: That Article 8, Use Regulations, Section 8.3, Supplemental Regulations for Certain Uses, Section 8.3.6 Outdoor Storage and Storage Facilities, Section 8.3.6.C.2 Materials be amended to the following:

2. MATERIALS

Enclosures shall be constructed of durable, weather-proof, permanent materials such as concrete or stone block, metal, or similar material. The applicant shall ensure that the choice of materials and color are consistent and compatible with those of the principal building(s) on the site.

SECTION 12: That Article 8, Use Regulations, Section 8.3, Supplemental Regulations for Certain Uses, 8.3.7 Industrial Uses, Section 8.3.7.A, Catering, be deleted in its entirety and the subsequent sections be renumbered.

SECTION 13: That Article 8, Use Regulations, Section 8.5, Home Occupations, Section 8.5.2.R be amended to the following:

- R. Catering (see 8.5.8 for catering as a home occupation standards) (includes home-cooking and preservation of foods for the purpose of selling the products for off-premise consumption)

SECTION 14: That Article 8, Use Regulations, Section 8.5, Home Occupations, Section 8.5.1, List of Home Occupations be amended to the following:

8.5.1 LIST OF HOME OCCUPATIONS

The following list specifies those occupations that may be conducted at home. The home occupations permitted herein are allowed in a residential setting because they do not compromise the residential character of an area, do not generate conspicuous traffic, do not visually call unusual attention to the home, and do not generate noise of a nonresidential level.

- A. Accounting, bookkeeping
- B. Appraisal
- C. Legal services
- D. Real estate sales
- E. Insurance sales
- F. Childcare / Family Daycare Home (see)
- G. Drafting services

- H. Tailoring (dressmaking, alterations, etc.) services
- I. Engineering, architecture and landscape architecture
- J. Financial planning & investment services
- K. Fine arts studio (creation of individual works only, no mass production)
- L. Interior decoration (no studio permitted)
- M. Lawn Care Services
- N. Mail order business (order taking only, no stock in trade)
- O. Musical instruction, voice or instrument
- P. Tutoring
- Q. Office work
- R. Catering (see 8.5.8 for catering as a home occupation standards) (includes home-cooking and preservation of foods for the purpose of selling the products for off-premise consumption)
- S. Hair or Nail Salon
- T. Similar, low impact endeavor as determined by the Administrator

SECTION 14: That Article 8, Use Regulations, Section 8.5, Home Occupations, Section 8.5.4, Home Occupations Not Permitted be amended to the following:

8.5.4 HOME OCCUPATIONS NOT PERMITTED

The following Uses shall not be permitted as home occupations in Residential Zoning Districts: medical/dental office, motor vehicle repair or similar uses, temporary or permanent motor vehicle display for purposes of sale or lease, restoration or conversion, engine repair, furniture refinishing, gymnastic facilities, studios or outdoor recreation activities, medical/cosmetic facilities for animals including animal care or boarding facilities, machine shop/metal working, firearm or firearm part production or assembly, retail sales, commercial food preparation (excluding catering pursuant to 8.5.8), contractors shops, mortuaries, medical procedures, body piercing and/or painting, tattoos, or any type of physical or psycho therapy, or any other use not allowed in accordance with § 8.1.8.

SECTION 15: That Article 8, Use Regulations, Section 8.5 Home Occupations, be amended to add Section 8.5.8 Catering as a Home Occupation, to read as follows:

8.5.8 CATERING AS A HOME OCCUPATION

1. APPLICABILITY

- A. The provisions of this Section shall only apply to any catering operation as a Home Occupation (See 8.5).

2. MAXIMUM AREA.
 - A. Area set aside for catering as a home occupation shall occupy no more than twenty-five percent (25%) of the gross floor area of the dwelling unit.
3. OUTDOOR STORAGE
 - A. No outdoor storage or display of items associated with catering as a home occupation is permitted.
4. OPERATION.
 - A. Catering as a home occupation shall be conducted entirely within a dwelling unit exclusive of a garage or carport. It shall be clearly incidental and secondary to the use of the dwelling unit for residential purposes and shall not change the outward appearance of the residence. Catering as a home occupation is not permitted in a detached garage or in any other accessory structure.
 - B. All food items created as part of a catering home occupation shall be served and consumed at locations other than the home.
 - C. In accordance with § 8.5, no more than one (1) non-resident shall be employed on site. All other persons who are not occupants of the dwelling may be employed in connection with the home occupation provided they:
 - do not work at or on the site of the dwelling;
 - do not report to work at or near the dwelling;
 - do not go by the dwelling to pick up orders, supplies or other items related to the catering home occupation;
 - do not report to the dwelling for pay;
 - do not associate with the dwelling in a manner which could be interpreted as part of a normal employer/employee relationship.
 - D. Catering home occupation activities shall not generate traffic, parking, noise, vibration, glare, fumes, odors, or electrical interference beyond what normally occurs in the district in which it is located
 - E. Only one vehicle owned by the operator of the home occupation and used in coordination with the business may be stored on site. This does not preclude occasional deliveries by parcel post or similarly sized vehicles consistent with normal use of the property for residential purposes that do not impede the safe flow of traffic.
5. COMPLIANCE WITH OTHER REGULATIONS.

- A. All catering home occupations shall comply with all applicable Federal, State and local regulations.
- B. Documentation of approval from Cabarrus Health Alliance or the applicable health agency shall be provided prior to issuance of a home occupation permit for catering.

SECTION 16: That Article 8, Use Regulations, Table 8.6-1 Home Occupation Performance Standards by Zoning District Home Occupations, be amended as follows:

PERFORMANCE STANDARDS	AG	All other districts
The use shall be clearly incidental and secondary to residential occupancy.	x	x
The use shall be conducted entirely within the interior of the residence.		x
The use shall not change the residential character of the dwelling.	x	x
The use shall conform with applicable state and local statutes, ordinances and regulations and is reviewed by Administrator.	x	x
A full-time resident operator shall be employed.	x	x
Obtain permits before operating home occupation, except those exempted under § 5.12.7.	x	x
No more than one (1) non-resident employee shall be permitted.		x
Not more than 6 clients/day (limit 1 visit per day per each client) are permitted to visit home occupation. Hours for visits shall be between the 8:00 AM and 8:00 PM. Maximum of 2 client vehicles permitted at the same time (excluding music, art, craft, or similar lessons and childcare).	x	x
Not more than 25% of the gross floor area of the principal dwelling structure shall be utilized for the home occupation	x	x

PERFORMANCE STANDARDS	AG	All other districts
Music, ¹ art, craft or similar lessons: (12 or fewer clients per day)	x	x
Childcare (maximum number of children shall be in accordance with N.C.G.S 110-86(3)b and 110-91(7)b.) Also see 8.3.4.A.2.	x	x
Hair or nail salon (maximum 1 chair and salon license from the North Carolina Board of Cosmetic Art Examiners required prior to issuance of home occupation permit).	x	x
Demonstrate that public facilities and utilities are adequate to safely accommodate equipment used for home occupation	x	x
Storage of goods and materials shall be inside and shall not include flammable, combustible or explosive materials	x	x
Parking shall be provided only in driveway and shall not create hazards or street congestion	x	x

¹ provided all electronically amplified sound is not audible from adjacent properties or public streets.

Outside storage of heavy equipment or material shall be prohibited.		x
No more than three (3) commercial vehicles are to be stored on site, provided, the vehicles are owned/operated by the residents. No commercial vehicles may be stored on site on a regular basis which are not owned by persons residing on the premises.		x
Mechanized equipment shall be used only in a completely enclosed building		x
No generation of dust, odors, noise, vibration or electrical interference or fluctuation shall be that is perceptible beyond the property line.	x	x
Deliveries and pickups shall be those normally associated with residential services and shall a. not block traffic circulation b. occur only between 8:00 a.m. and 8:00 p.m. Monday-Saturday	x	x
Accessory Buildings shall not be used for home occupation purposes.		x
Signage shall comply with the following: a. Limited to one sign of four (4) square feet in area. b. Must be mounted flush against the wall of principal dwelling unit c. Shall not be illuminated.	x	x

SECTION 17: That Article 9, Special Purpose and Overlay Districts, Section 9.14 Neighborhood Infill Residential District be deleted in its entirety, and rewritten in Section 9.5 as follows:

9.5 NEIGHBORHOOD INFILL RESIDENTIAL (NRD) DISTRICT.

9.5.1 Intent.

This district is intended to allow for the efficient development and redevelopment of housing in underutilized areas. Neighborhood infill standards provide the opportunity for property owners to achieve more efficient urban-type development that can be achieved through conventional suburban development. These standards provide for a range of different infill housing types that may be deemed appropriate in particular geographic areas on a case-by-case basis.

9.5.2 Purposes.

This ordinance is adopted for the following purposes:

- A. To guide the future growth and development consistently with the comprehensive plan;
- B. To guide site analysis to plan appropriate areas for development of higher density residential development;

- C. To provide for compatible development of housing on underutilized properties by allowing for additional review of individual projects on a case-by-case basis;
- D. To ensure availability of adequate infrastructure for development on smaller parcels;
- E. To ensure that adequate on-street and/or off-street parking and safe vehicular movement is provided;
- F. To provide for a diversity of lot sizes, housing choices and building densities to accommodate a variety of age and income groups;
- G. To provide buffering adjacent to lower density residential uses; and
- H. To meet demand for varied housing types in an urban setting.

9.5.3 Applicability and Compliance.

The NRD district may be applied only to land designated as Urban Neighborhood by the 2030 Land Use Plan. The NRD district is a site plan-controlled district that requires Planning and Zoning Commission review and approval.

9.5.4 Definitions

- A. **Cottage Home:** A site-built single-family detached dwelling not exceeding 1,500 square feet of heated floor area, meets applicable requirements of the North Carolina State Building and Housing Codes, and is placed on a permanent foundation.
- B. **Cottage Home Development:** A neighborhood consisting of cottage homes, either on individually platted lots or on one parcel, sharing driveways, common areas, site improvements and amenities.
- C. **Tiny Home:** A site-built single-family detached dwelling not exceeding 600 square feet of heated floor area, meets applicable requirements of the North Carolina State Building and Housing Codes, and is placed on a permanent foundation. A tiny home that is located on the same lot as a principal dwelling unit is an accessory dwelling unit.
- D. **Tiny Home Development:** A neighborhood consisting of tiny homes, either on individually platted lots or on one parcel, sharing driveways, common areas, site improvements and amenities.

9.5.5 Application Procedure and Approval Process

NRD developments shall be processed as a conditional district zoning amendment (with a site plan required) and shall follow the procedures established in Section 3.2.

9.5.5.1 Development Types

Following are specific development standards applicable to different types of development that are deemed appropriate as infill projects.

A. Tiny Homes

1. Tiny home developments are permissible subject to the following dimensional requirements. A tiny home that is located on the same lot as a

principal dwelling is an accessory dwelling unit (See Section 8.3.3.C). A tiny home on wheels is considered a recreational vehicle and is permissible only as a temporary dwelling in accordance with other applicable sections of this ordinance.

Feature	Minimum Requirement
Maximum Density	18 units per acre
Minimum Street Frontage (overall parcel)	50 feet on a public street
Minimum Lot Size (overall parcel)	10,000 sf
Maximum Lot Size (overall parcel)	2 acres
Minimum number of dwellings	4
Maximum number of dwellings	18
Maximum lot size (if subdivided)	4,000 sf
Minimum lot size (if subdivided)	None
Maximum floor area	600 sf
Minimum lot width (if subdivided)	None
Minimum setback from public street	10 feet
Minimum front setback	5 feet ¹
Minimum side setback	5 feet ²
Maximum building height	2 stories
Minimum open space	30 percent of overall tract
Perimeter buffer	8' type A (see Section 11.4.2. Must be within common space and cannot lie within an individual platted lot)

1. Minimum distance from front lot line, or from common area/vehicular access if individual units are not subdivided.

2. Ten (10) feet is required between units if the individual units are not subdivided.

2. Tiny homes may be developed either on individually platted lots or within one overall parcel.

3. Each development shall provide common elements and site improvements for the benefit of each dwelling unit. These elements shall include a central green or common area and a pedestrian network that connects to public sidewalk.

4. Parking shall be provided at a rate of 2 spaces per unit and may be provided within an individual driveway and/or within a common parking area. To the greatest extent possible, parking shall be located either on the side or rear of the homes, or under the home, if elevated.

5. Low Impact Development (LID) measures for stormwater treatment are encouraged.
6. Sixty percent (60%) of all individual lots or dwellings shall front the common open space. Common open space shall be provided at a rate of 350 square feet of area for each dwelling.
7. Common areas may include an amenity structure.
8. Each development shall be served by a privately maintained shared drive at least 20 feet in width, including proper access easements for the benefit of all dwellings.
9. Developments shall be designed in order to adequately accommodate solid waste collection at the public street.
10. Tiny home developments proposing individually platted lots shall follow the subdivision process detailed in Article 5.

B. Cottage Homes

1. Cottage home developments are permissible only subject to the following dimensional requirements.

Feature	Minimum Requirement
Maximum Density	18 units per acre
Minimum Street Frontage (overall parcel)	50 feet on a public street
Minimum Lot Size (overall parcel)	15,000 sf
Maximum Lot Size (overall parcel)	2 acres
Minimum number of dwellings	4
Maximum number of dwellings	18
Maximum lot size (if subdivided)	5,000 sf
Minimum lot size (if subdivided)	None
Maximum floor area	1,500 sf
Minimum lot width (if subdivided)	20 feet
Minimum setback from public street	10 feet
Minimum front setback	5 feet ¹
Minimum side setback	5 feet ²
Maximum building height	2 stories
Minimum open space	30 percent of overall tract
Perimeter buffer	8' type A (see Section 11.4.2. Must be within common space and cannot lie within an individual platted lot)

1. Minimum distance from front lot line, or from common area/vehicular access if individual units are not subdivided.

2. Ten (10) feet is required between units if the individual units are not subdivided.

2. Cottage homes may be developed either on individually platted lots or within one overall parcel.

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5. Low Impact Development (LID) measures for stormwater treatment are encouraged.

6. Sixty percent (60%) of all individual lots or dwellings shall front the common open space. Common open space shall be provided at a rate of 350 square feet of area for each dwelling.

7. Common areas may include an amenity structure.

8. Each development shall be served by a privately maintained shared drive at least 20 feet in width, including proper access easements for the benefit of all dwellings.

9. Developments shall be designed in order to adequately accommodate solid waste collection at the public street.

10. Cottage home developments proposing individually platted lots shall follow the subdivision process detailed in Article 5.

SECTION 18: That Article 10, Development and Design Standards, Section 10.3.2, Required Amount of Off-Street Parking, be amended to add 10.3.2.G to add a section titled Accessible Parking Spaces to read as follows:

G. Accessible Parking Spaces

The minimum number of accessible parking spaces required for a development shall count toward meeting the minimum vehicular parking requirement.

SECTION 19: That Article 10, Development and Design Standards, Section 10.5.7, Location, be amended to add a section titled Open Space in Residential Development to read as follows:

E. Open Space in Residential Development

1. Common open space shall not be divided into private lots.

SECTION 20: That Article 12, Sign Standards, Section 12.2.1 Applicability, Section 12.2.1.K, Location, be amended as follows:

12.2.1. APPLICABILITY.

The following signs are expressly prohibited within the City of Concord and its extraterritorial jurisdiction:

- K. Signs placed within or extending into the right-of-way of city and state maintained streets and roads, except those signs erected by a duly constituted government body or which are expressly permitted to be placed within a right-of-way by this Ordinance, the North Carolina General Statutes, or an encroachment agreement issued by the maintaining authority.

SECTION 21: That Article 12, Sign Standards, Section 12.1.15 Sign Permitting and Registration, Section 12.1.5.B, Signage Plan Required, be amended as follows:

B. Signage Plan Required

For any lot on which the owner proposes to erect one or more signs requiring a permit or for a combined development or other multi-tenant development, a signage plan shall be required, which includes the following information:

1. An accurate Plot Plan of the lot or parcel, at such scale as the Administrator may reasonably require;
2. Location of buildings, parking lots, driveways, and landscaped areas on such lot or parcel;
3. Computation of the maximum total sign area, the maximum area for individual signs, the height of signs and the number of signs of each type allowed on the lot(s) or parcel(s) included in the plan under this Ordinance; and
4. An accurate indication on the plot plan of the proposed location of each present and future sign of any type, whether requiring a permit or not.

SECTION 22: That Article 12, Sign Standards, Section 12.4, Permanent Signs, Section 12.4.4 Freestanding Ground Signs, Section 12.4.4.G., Illumination be amended as follows:

12.4.4. FREESTANDING GROUND SIGNS

G. Illumination

Freestanding signs may be illuminated either internally or externally with the exception of freestanding signs within zoning districts where single family residences are a use that is permitted by right, in which case only external illumination of freestanding signs is permitted.

SECTION 23: That Article 14, Definitions, be amended to include definitions for School, Business and School, Trade to read as follows:

SCHOOL, BUSINESS - A school, other than a college or university, which may be operated as a commercial venture, and which provides part-time or full-time education beyond the high school level and does not provide lodging or dwelling units for students or faculty. Includes technical and cosmetology schools. (See NAICS 611).

SCHOOL, TRADE- An establishment in which is offered, for compensation, instruction in a trade or craft, including but not limited to, carpentry, masonry, metal working, plumbing, machinery repair and operation, welding, fabrication and the like

SECTION 24: That this Ordinance be effective immediately upon adoption.

Adopted in this 14th of November, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

ATTEST:

William C. Dusch, Mayor

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



Location of proposed street name:
Public Works Way SW

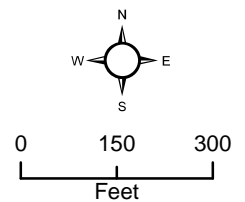
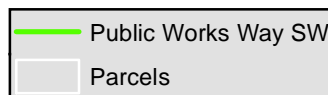


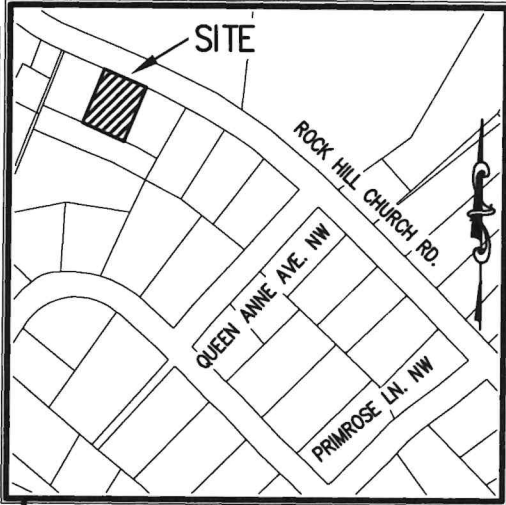
Exhibit A

Certificate of Survey and Accuracy
State of North Carolina, Union County

I, Clinton D. Lawrence, certify that this map was drawn under my supervision from a survey made under my supervision; that the ratio of precision as calculated by latitudes and departures is better than 1:10,000. The boundaries not surveyed are shown as broken lines plotted from descriptions found in deed book and page as shown, that this map was prepared in accordance with G.S. 47-30 (m) as amended. This survey is of a proposed easement for a public utility as defined in G.S. 62-3
Witness my hand and seal this 9 day of Oct., 2024.



Clinton D. Lawrence, NCRLS L-5056

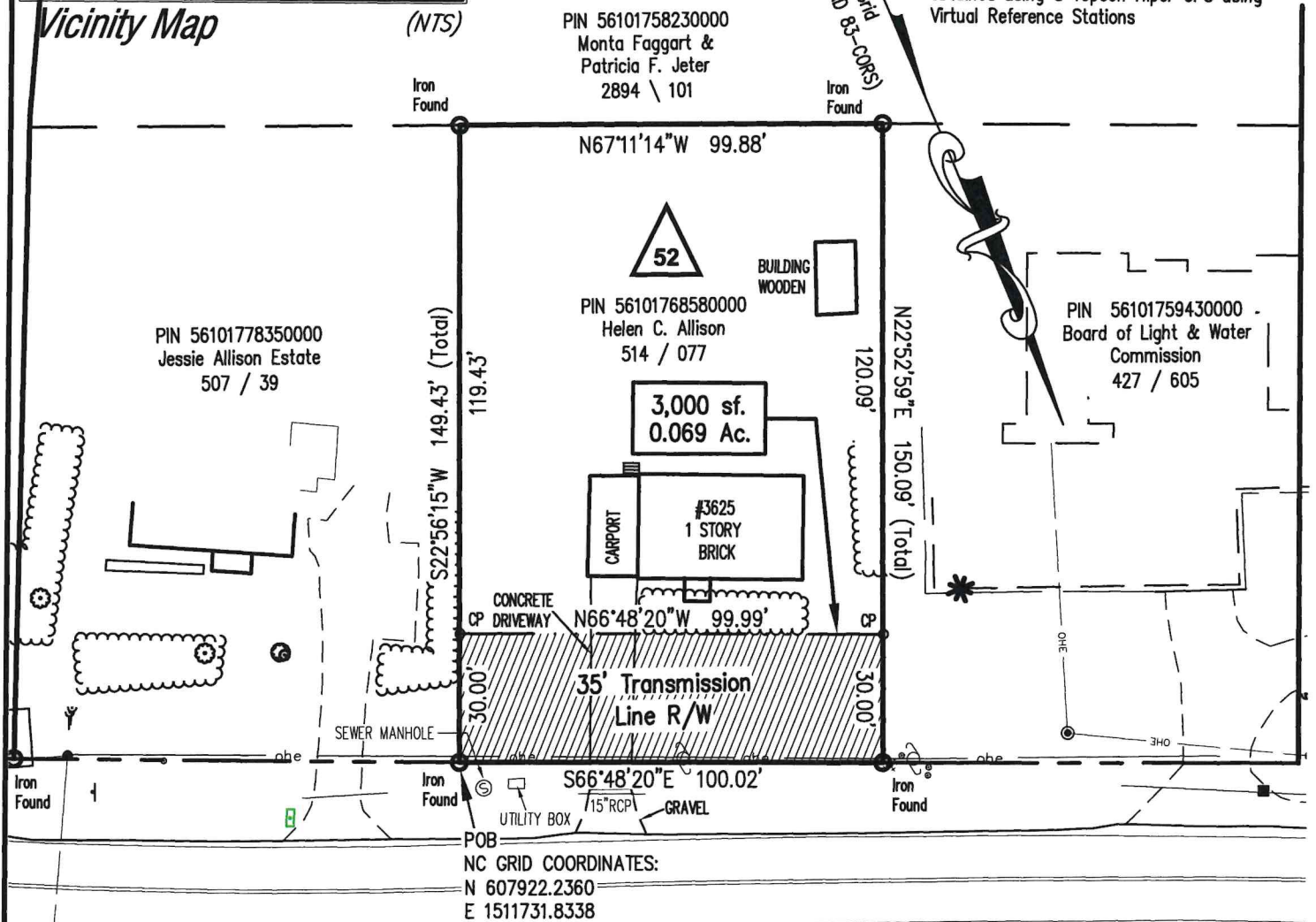


Vicinity Map

(NTS)

PIN 56101758230000
Monta Faggart &
Patricia F. Jeter
2894 \ 101

State Plane Coordinate values were obtained using a Topcon Hiper GPS using Virtual Reference Stations



PIN 56101778350000
Jessie Allison Estate
507 / 39

PIN 56101768580000
Helen C. Allison
514 / 077

PIN 56101759430000
Board of Light & Water
Commission
427 / 605

POB
NC GRID COORDINATES:
N 607922.2360
E 1511731.8338

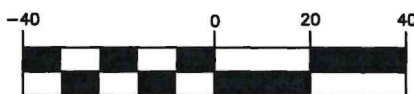
Rock Hill Church Road

Note:

1. Property owners information is taken from current deeds and tax records and are considered "now or formerly".
2. This map was completed without the benefit of a title examination by an attorney and may be subject to easements, covenants, restrictions, and other matters either recorded or implied
3. Bearings based on NC Grid NAD83

Legend

Iron Pin Found	○ IPF
Computed Point	○ CP
Power pole.....	⊗
Power Line.....	— ohe —



(IN FEET)
1 inch = 40 ft.

- (1) Positional accuracy: 0.10 US.FT
- (2) Type of GPS field procedure: Real Time Kinematics Network
- (3) Date of Survey: February 28, 2023
- (4) Datum/Epoch: NAD 83-2011
- (5) Published/Fixed-control use: North Carolina Geodetic Survey Continually Operating Reference System
- (6) Geoid model: Geoid12B (Continental USA)
- (7) Combined Grid Factor(s): 0.99984867
- (8) Units: US Survey Feet

AREA TABLE

14,969 SF. ±	TOTAL PARCEL
3,000 SF.	TRANSMISSION LINE EASEMENT
0 SF.	TEMPORARY CONSTRUCTION EASEMENT
11,969 SF. ±	TOTAL PARCEL REMAINING

LAWRENCE ASSOCIATES

106 W. Jefferson St.
Monroe, North Carolina 28112
P 704-289-1013

www.lawrencesurveying.com
Firm License Number: C-2856

Right-of-way Survey For the Benefit of City of Concord

Property of Helen C. Allison
Cabarrus County, NC

Orig. scale: 1" = 40'

Date: November 22, 2023

Drawn By: JLH

REVISIONS

09-10-24 JLH

Job No. 4346

Drawing file: Easements Maps\Easement 52 - Rev 1.dwg

Drawing no. 23/67

RESOLUTION AUTHORIZING NEGOTIATED PURCHASE
OR EMINENT DOMAIN TO ACQUIRE PROPERTY

WHEREAS, the City Council for the City of Concord, North Carolina, hereby determines that it is necessary and in the public interest to acquire the following property interests owned by all heirs known and unknown of Helen C. Allison as identified and defined below.

Permanent Utility Easement Description

Beginning at an iron found whose NC Grid Coordinates are Northing 607922.24 and Easting 1511731.83 in the Right of Way Rock Hill Church Rd, now or formerly Helen C. Allison, as described in Deed Book 514 Page 77 in the Cabarrus County Register of Deeds, thence S. 23° 56' 15" W for a distance of 30.00 feet to a computed point. Thence N. 66° 48' 20" W for a distance of 99.99 feet to a computed point. Thence N. 22° 52 '59" E. for a distance of 30.00 feet to a computed point. Thence from said iron S. 66° 48' 20" E for a distance of 100.02 feet to a computed point, the point of beginning containing 0.068 Acres, more or less as shown on map titled, "Right of Way Survey for the Benefit of the City of Concord, Property of Helen C. Allison," by Lawrence Associates dated November 22, 2023, Revised September 10, 2024, and is shown on Exhibit A for further description.

WHEREAS, the permanent utility easement is a portion of PIN 5610-17-6858 and is owned by all heirs known and unknown of Helen C. Allison and is being acquired for the purpose of the construction of a 100 kV electrical utility line proceeding along Rock Hill Church Road.

WHEREAS, representatives of the City of Concord are in negotiation with the above-stated owners to acquire the above-described properties by negotiated conveyance.

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

The City of Concord will acquire by condemnation or negotiated conveyances for the purposes stated above the property and interests therein described above to the Resolution.

The City Attorney is authorized and directed to acquire by negotiated offer or, in the alternative, institute the necessary proceedings under Chapter 40A of the North Carolina General Statutes, to acquire the properties described above.

Adopted this _____ day of November 2024.

ATTEST:

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

By: _____
Kim J. Deason, City Clerk

By: _____
William "Bill" Dusch, Mayor

[SEAL]

**WeBuild Concord FY-25
Revolving Fund Request:
\$1,800,000**

-----Funding Sources-----

Project and Description	City of Concord Revolving	General Fund Sales	County ARPA	County ARPA Sales	Private Foundation and Public Grants	Community Development Grant	General and ARPA Rents	City of Concord FY 25 Request	Total
114 Kerr Street Church Project Thirteen (13) loft apartments and eight office spaces at the former Kerr Street Baptist Church. Units range from 1, 2, and 3 bedrooms. Office spaces are for WeBuild staff, local entrepreneurs, and artists. This is a revitalization project. These funds are for the construction phase.	\$400,000	\$0	\$650,000	\$1,000,000	\$0	\$1,000,000	\$0	\$1,000,000	\$4,050,000
Wilson Street Project** 6-10 single-family homes in collaboration with the City of Concord Parks and Rec to establish attainable homes with greenway access. We have already begun the pre-construction phase activity.	TBD	\$100,000	\$0	TBD	TBD	\$0	TBD	\$0	Preconstruction \$100,000 Construction TBD*
77 Corban Street Project Up to eleven (11) cottage-style homes for a 55+ community in collaboration with the City of Concord Planning and Development.	\$450,000	\$0	\$0	\$1,000,000	\$100,000	\$500,000	\$0	\$200,000	\$2,250,000

This will be the first project to test the City of Concord cottage home ordinance. We have some initial preconstruction activity.									
266 Malvern Street Revitalization Project Five (5) affordable condominiums and three townhomes for eight (8) homes for the revitalization project.	\$500,000	\$0	\$0	\$400,000	\$200,000	\$300,000	\$0	\$600,000	\$2,000,000
Ramseur House Collaboration with the City of Concord Parks and Rec to move home and resettle/rehab from the Ramseur Park site.	\$0	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000
240 Pitts School Rd. A 30 to 50-unit project with daycare on a church property. This project is in the due diligence phase.	\$35,000	\$1,000,000	\$0	\$0	TBD	\$0	TBD	\$0	Property Purchase Due Diligence \$1,035,000
94 and 96 Chestnut Street (Complete) Two townhomes	\$0	\$0	\$350,000	\$0	\$45,000	\$0	\$0	\$0	\$395,000
9, 11, 13, and 15 Powder St. (Complete) Four townhome units	\$200,000	\$0	\$790,000	\$0	\$0	\$0	\$0	\$0	\$990,000
23 Powder, 327 Howerton, 82 Fenix, and 150 Swink (Complete) Four single-family homes	\$400,000	\$81,000	\$500,000	\$0	\$0	\$0	\$0	\$0	\$981,000
1 Buffalo 72, 1 Buffalo 73, 1 Buffalo 78, 1 Buffalo 26, 40 Pounds Ave (Complete) Five rehab rental projects	\$700,000	\$0	\$204,000	\$137,000	\$0	\$0	\$20,000	\$0	\$1,061,000

Lincoln Street Townhomes 26 Townhome Units (95% Complete)	\$4,794,000	\$0	\$2,006,000	\$0	\$0	\$0	\$0	\$0	\$6,800,000
City of Concord Housing Department -Reposition Project	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
Down Payment Assistance	\$0	\$700,000	\$0	\$0	\$150,000	\$0	\$0	\$0	\$850,000
Total	\$7,479,000	\$3,231,000	\$4,500,000	\$2,537,000	\$495,000	\$1,800,000	\$20,000	\$1,800,000	<u>\$21,862,000</u>

Notes

TBA Notes: TBA signifies that the funding source will come from that category but the total amount has not been determined. These figures do not include maintenance or repair expenses.

*Preconstruction and surveys have begun. Based on the findings, we will estimate the total number of units and costs. We only request assistance with preconstruction at this time. This project will connect attainable housing with a greenway with input from Parks and Rec.

**These projects are in addition to projects in progress. Estimates have been secured for Ramseur, and due diligence has been completed for 240 Pitts Road.

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Revolving Affordable Housing Projects

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

SECTION 1. The project authorized is Affordable Housing – We Build.

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

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

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase

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

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
3700-5475100	We Build (CFEA)	1,600,000	3,400,000	1,800,000
3700-5811082	Future Projects	1,913,179	113,179	(1,800,000)
Total				0

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of November, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

**CITY OF CONCORD
CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA
WORK AUTHORIZATION 2204
NORTH APRON ACCESS ROAD
AUGUST 2022
PROJECT NO.: 2203-2204**

AMENDMENT 3

It is agreed to undertake the following work in accordance with the provisions of our Contract for Professional Services.

Original Scope of Services: Talbert, Bright & Ellington, Inc. (TBE) the **CONSULTANT**, proposed to provide engineering, design and bidding services for the North Apron Access Road project at the Concord-Padgett Regional Airport in Concord, North Carolina. Concord-Padgett Regional Airport There currently is no vehicle access road to the future north apron and future hangar will be constructed. This project will construct a new roadway originating from the existing access road that ends at the Hangar 'H' parking lot to the future north apron area. This new roadway will provide access to the future hangar. Design services for this project will roadway, stormwater, structures (retaining walls), and pavement markings.

1.0 Project Management

Provide project administration and general coordination for the duration of the project. This work will include the following tasks:

1.1 Project Management /Administration

- Develop work plan and coordinate project work with Owner
- Develop and maintain project schedule
- Maintain project budgeting through course of the project

1.2 Project Coordination

- Attend general consulting meetings with Owner
- Coordinate via telephone and e-mail with project team to discuss project matters
- Conduct/participate in internal project team meetings

2.0 Roadway Design Services

TBE will prepare roadway plans in accordance with City of Concord standard practices and will defer to NCDOT guidelines where City of Concord does not provide guidance. The plans will conform to the latest City of Concord Technical Standards Manual at the time of NTP, NCDOT 2018 Standard Specifications, the NCDOT 2018 Standard Drawings, and AASHTO's A Policy on Geometric Design of Highways and Streets (Green Book - 2018). All drawings will be prepared using Microstation V8i utilizing geopak and Corridor Modeling.

Improvements will include:

- Two lane roadway

2.1 Roadway Plans

Prepare and submit design criteria and general typical sections for approval. Provide Roadway Plans at a scale of 1" = 20' horizontal and 1" = 10' vertical. The following Roadway Submittals include:

- 25% Plans
- 65% (With drainage incorporated)
- 90% Plans
- Final Plans

TBE will submit plans to Owner for review and comment at each phase. Owner will compile all comments and provide to TBE within four weeks of the submittal. Prepare quantities and provide cost estimates for the 65% Plans, 90% Plans, and Final plan submittals. Provide retaining wall envelopes to support structural design. Develop project special provision to assist with procurement.

Deliverables: Final Design Criteria, Design Exception Checklist, and Design Exception letter (as required)

25% Plans – PDF's of each

65% Plans – PDF's; quantities and cost estimate

90% Plans – PDF's of each; quantities and cost estimate

Final Plan Set – 1 full size original and a PDF of the final plan set to include sealed sheets for all disciplines: quantities and cost estimate, and special provisions.

3.0 Storm Water Management for Access Road

a. Field Work, Supplemental Surveys, Pre-Design Meeting

- i. Conduct field visit to review the conditions and constraints of the entire project area. Validate survey data for existing pipe sizes, material, and condition; and assess drainage features which appear to impact the project. Note any existing drainage issues such as erosion and identify any potential sensitive areas such as wetlands, ponds, and existing BMPs.
- ii. Perform field observations to determine existing outfall sections and drainage patterns.
- iii. Take photographs of the site.
- iv. Conduct one pre-design meeting with City of Concord Storm Water staff and Concord-Padgett Airport Staff.

b. Roadway Drainage Hydrologic and Hydraulic Design

- i. Pre-Design Review and Data Collection such as aerial photography, land use maps, and soil classification maps.

Provide design calculations for ditches and potential open culverts. Design will include peak discharge determination using Rational Formula, gutter spread calculations if needed, inlet capacity and pipe design.

- c. Storm Water Treatment & Detention (BMP Design)
 - i. Assume BMP design will serve the access road design only.
 - ii. Follow the City of Concord Storm Water Manual and NCDEQ Storm Water Manual for design criteria and water quality & peak discharge requirements.
 - iii. Analyze two alternatives for BMP Design. Provide underground storm water detention chamber sand filter or above ground dry detention pond with sand filter grading contours, outlet control structure details, and supporting calculations.
 - iv. Provide pre versus post project storm water flows.
- d. Final Plan Development
 - i. Complete the Stormwater Management Plan with applicable details and calculations.
 - ii. Prepare a Drainage Summary Sheet.
 - iii. Calculate final quantities and prepare special provisions.
 - iv. Apply for BMP permits through City of Concord Storm Water Department.
- e. Review and Rework
 - i. Revise Drainage & BMP Plans and provide a response to review comments for all minor Concord-Padgett Airport and City of Concord Storm Water comments for two rounds of review by each department. Provide a response to each comment.
 - ii. Comments which require modifications to the concept design or adding additional BMPs presented at the pre-design meeting may require a supplemental agreement.
 - iii. Changes due to unforeseen utility conflicts may require a supplemental agreement.
 - iv. Additional major stormwater BMPs may require a supplemental agreement.

Deliverables: Roadway Drainage Design on Roadway plans and profiles.

Supporting calculations includes: Storm System design output, BMP design output, Time of Concentration calculations, Ditch calculations, Pre vs. Post Outfall Analysis, Site Photos, and Drainage Area Maps.

Drainage & BMP quantities, estimate, and special provisions.

4.0 Erosion Control for Design of Access Road

Prepare erosion control plans in accordance with North Carolina DEQ's Erosion and Sediment Control Design Manual. We anticipate preparing a two-phase erosion control plan: Clearing/Grubbing Phase and Final Phase. Erosion Control design will include plans, land disturbance application, supporting calculations, special provisions, quantities, and details.

- a. Provide a two phased erosion control plan for roadway (clearing & grubbing and final phases).
- b. Provide culvert phasing plan for one culvert extension or replacement.
- c. Provide skimmer basin calculations for up to two skimmer basins.
- d. Provide erosion control general notes sheet and detail sheets.

- e. Assume first erosion control submittal with the second plan submittal.
- f. Provide proposed grading contours on final phase erosion control plans.
- g. Provide updates to storm drainage report with applicable erosion control calculations as required by NCDEQ.
- h. Fill out erosion control permit application and checklist as required by NCDEQ.
- i. Submit erosion control plans and supporting documents to NCDEQ for review after second submittal. Anticipate one round of comments and one re-submittal.

*Deliverables: Two phased erosion control plans for two submittals.
Erosion Control calculations, quantities, and special provisions.*

5.0 Structures (Retaining Wall Design)

Design and develop retaining wall plans in accordance with the NCDOT Structure Design Manual, NCDOT Geotechnical Standard Details, AASHTO LRFD Bridge Design Specifications, NCDOT 2018 Standard Specifications, and the applicable City Standards as follows:

- Modular Block Wall between the end of the existing access road to the end of the designed access road. Modular Block Wall will be designed by Contractor and shop drawings will be submitted for review and approval.

*Deliverables: 90% Plans for review (PDF)
Final Signed/Sealed Plans (PDF)
Special Provisions (PDF)*

6.0 Pavement Marking

TBE will develop final pavement marking plans in conformance with the Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) as prepared by the National Advisory Committee on Uniform Traffic Control Devices, including subsequent revisions. The MUTCD shall be the edition current as of the NTP.

TBE will prepare final pavement marking plans at a scale of 1" = 50' or as specified by the City. The final pavement marking plans shall detail lane marking, other transverse markings, symbols and legends, and other details. TBE will include a tabulation of material quantities required for implementation. The final pavement marking plans shall be in a format meeting the requirements of the City of Concord.

*Deliverables: Final Pavement Marking Plans
Final Signing Plans
Pavement Marking and Signing Quantities*

Special Services

Task 1 –Geotechnical Investigation

Geotechnical Investigation will include a maximum of 11 test borings within the proposed construction site. Proposed boring depths will extend to approximately 10 feet, except borings for the retaining walls will extend to approximately 15 feet. The borings will include split-barrel soil sampling at 2.5-foot intervals in the top 10 feet and at 5-foot intervals thereafter. The sampler will be driven in accordance with Standard Penetration Test procedures (ASTM D1586). If refusal to drilling equipment is encountered, the boring will be terminated. Representative samples of soils from the test borings will be retained for visual classification and laboratory testing. Laboratory testing will include but not be limited to Standard Proctor Compaction (ASTM D-698, Laboratory CBR Tests (ASTM D-1883, Atterberg limits tests ASTM D-431, Grainsize– Wash #200 Sieve (ASTM D-1140), and Natural Moisture Content Tests (ASTM D-2216). Field CBR tests will be performed at all test borings using a Kessler dynamic cone penetrometer. Upon completion of the field and laboratory investigation, an engineering report will be provided which will include but not be limited to a site plan showing the location of cores, descriptions of cores, test boring data including pavement and subsurface soil profile and strengths, photographs and laboratory data will be provided. The report will include geotechnical conclusions and recommendations. The conclusions and recommendations will address the condition of the existing pavement system, estimated field CBR values, design CBR recommendations and other pertinent recommendations for repair or re-construction of the pavement materials and new pavement sections. It will also include external stability analysis and recommendations for the proposed retaining wall. The report will be signed and sealed by a professional engineer registered in North Carolina specializing in geotechnical engineering.

Task 2 – Topographic Survey

The topographic survey will cover approximately 4.4 acres that include the proposed construction site of the Commercial Service Terminal Access Road. Existing ground topography and pavement surface elevations will be provided to a 1-foot contour interval standard. Existing pavement edge elevations will be surveyed at 25-foot stations at 25 foot intervals. The location, size, material and invert elevation of storm drainage piping within the survey area will also be provided. The survey will also include establishment of 3 new control monuments (benchmarks) with horizontal coordinates and elevations suitable for construction stakeout.

Amendment 1 Scope of Services: Talbert, Bright & Ellington Inc. (TBE) will provide special services for the preparation of a documented categorical exclusion (CATEX) for the north apron access road at the Concord-Padgett Regional Airport. (JQF).

Task 1 – CATEX

Subtask 1: PROJECT MANAGEMENT

Project goals and objectives will be determined through coordination and consultation with City of Concord (CITY), in order to create a flow chart of activities and a milestone schedule. These two items will provide the CITY and TBE with a sequential scheme of events and the anticipated dates to achieve the CATEX goals.

ASSUMPTION:

1. For budgeting purposes, it was assumed that the CATEX should take three (3) months, not including review by resource and regulatory agencies and public review.
2. No field work is planned, as the areas under consideration have been previously disturbed by prior projects.

Work Item	Time (Days)	Cumulative Time (Days)
Notice to Proceed	0	0
Scoping Meeting	1	1
Document Preparation/In-house Review	30	31
FAA/Client Review	30	61
Document Finalization	30	91

DELIVERABLES:

1. A flow chart of activities and milestone schedule.
2. Attendance at one (1) meeting.

Subtask 2: STATE, FEDERAL, AND LOCAL AGENCY COORDINATION

Coordination will include ongoing public relation activities to ensure that the agencies are kept informed of the project’s progress. Activities to be conducted for this task are as follows:

- A. Continuing research and communication with state, federal, and local environmental agencies.
- B. Preparation of a scoping letter for the North Carolina State Clearinghouse advising of the CITY’s intent to proceed with the preparation of a documented categorical exclusion.

DELIVERABLE:

1. TBE will prepare the scoping letter and submit to the NC State Clearinghouse for distribution to agencies.

Subtask 3: CATEGORICAL EXCLUSION CHECKLIST

The environmental impact determination will be conducted in accordance with the requirements of the National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), Federal Aviation Administration (FAA) Order 5050.4B – *National Environmental Policy*

*Act (NEPA) Implementing Instructions for Airport Projects,*¹ FAA Order 1050.1F – *Environmental Impacts: Policies and Procedures,*² and *1050.1F Desk Reference.*³

Subtask 4: DRAFT CATEGORICAL EXCLUSION DOCUMENTATION

TBE will prepare a draft CATEX in accordance with the requirements of National Environmental Policy Act of 1969 (NEPA), Council on Environmental Quality (CEQ), Federal Aviation Administration (FAA) Order 5050.4B – *National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects,* FAA Order 1050.1F – *Environmental Impacts: Policies and Procedures,* and *1050.1F Desk Reference.*, utilizing the technical material previously collected (Task 3). The document will be concise and will include support documents, as necessary. **Two (2)** electronic copies of the preliminary draft CATEX will be distributed for review and comment. Comments will be incorporated and **three (3) electronic copies** of the approved draft document will be prepared for general distribution to the reviewing agencies. The draft CATEX will address the following items:

- A. ARP SOP No. 5.1 (Effective Date: June 2, 2017) – This section will be included as part of the documentation, as required for **FAA** compliance.
- B. APPENDICES – Appendices will be included only for analytical information that substantiates an analysis pertinent to the document.

ASSUMPTIONS:

1. The **CITY** and **FAA** will review the preliminary draft CATEX document concurrently and will provide comments to **TBE**.
2. **TBE** will assume one (1) concurrent independent review by the **CITY** and **FAA** prior to approval of the draft CATEX.

DELIVERABLES

1. **Two (2) electronic copies** of the preliminary draft CATEX for review.
2. **Three (3) electronic copies** of approved draft CATEX (one to JQF, 1 to FAA, and 1 to the NC State Clearinghouse for distribution to agencies).

Subtask 5: ADVERTISE AND EVALUATE COMMENTS

ASSUMPTIONS:

1. **It is assumed that no public advertisement or public hearing workshop will not be required. If required, this will be done under an amendment to this contract.**

Subtask 6: FINAL CATEGORICAL EXCLUSION DOCUMENTATION

¹Federal Aviation Administration, “Order 5050.4B – National Environmental Policy Act (NEPA) Implementing Instructions for Airport Projects,” April 28, 2006, <<http://www.faa.gov/>>, accessed June 14, 2023.

²Federal Aviation Administration, “Order 1050.1F – Environmental Impacts: Policies and Procedures,” July 16, 2015, <<http://www.faa.gov/>>, accessed June 14, 2023.

³Federal Aviation Administration Office of Environment and Energy, “1050.1F Desk Reference,” July 2015, <<http://www.faa.gov/>>, accessed June 14, 2023.

TBE will revise the draft CATEX in accordance with the appropriate regulatory guidance referenced in Task 4. **Two (2)** electronic copies each of the preliminary final CATEX will be distributed for review and comment. Comments will be incorporated and *two (2) electronic copies* of the approved final CATEX will be prepared for general distribution to those agencies having provided substantive comments into the final CATEX. The final CATEX will include but not be limited to addressing the following issues:

- A. Revise project description to reflect changes as a result of circulation of draft CATEX and input received from the public hearing process.
- B. Revise maps and drawings to reflect changes in location, design, and impact.
- C. Attach written comments received following draft CATEX circulation and public information workshop. Address both verbal and written comments received.
- D. List environmental commitments.

ASSUMPTIONS:

- 1. *The CITY and FAA will review the preliminary final CATEX concurrently and will provide comments to the TBE.*
- 2. *TBE will assume one (1) concurrent independent review prior to approval of the final CATEX.*

DELIVERABLES:

- 1. *Two (2) electronic copies of the preliminary final CATEX for review.*
- 2. *Two (2) electronic copies of approved final CATEX.*

DELIVERABLES FOR THE SPECIAL SERVICES WILL BE AS FOLLOWS:

The Consultant shall provide electronic PDF versions of the Draft and Final CATEX’s.

Cost of Services: The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract; Paragraphs A and B of Section V will apply. The commercial service terminal access road CATEX shall be performed for a lump sum fee, including reimbursable expenses, of **\$9,988.00**. Special Services shall be performed as listed above and as shown in the man-hour summary with a budget of **\$0.00**. The total value of this Work Authorization shall not exceed **\$9,988.00** without additional authorization.

Original Contract	\$348,695.00
Amendment 1	\$9,988.00
TOTAL	\$358,683.00

Amendment 2 Scope of Services: Talbert, Bright & Ellington Inc. (TBE) will provide engineering, design services for utilities to be included in the North Apron Access Road project at the Concord-Padgett Regional Airport in Concord, North Carolina. The utility extensions are

required for the future north apron hangar. design will include domestic water, fire line, sewer, conduits for power, and conduits for fiber optics. The task will include the following:

1.0 Water and Sewer Plans

- Regulatory guidelines for the construction and permitting of water distribution system and sanitary sewer collection system are:
 - City of Concord Development Ordinance and Code of Ordinances Utilities Article and Technical Specifications
 - City of Concord Water Distribution System Extension or Modification Check Sheet (WDSTR 2021-03)
 - Water and Sewer Authority of Cabarrus County’s (WSACC) “Standard Specifications for Wastewater Collection and Water Distribution Construction for Cabarrus County”
 - NCDEQ Rules Governing Public Water Supplies (18C)
 - NCDEQ Minimum Design Criteria for Gravity Sewer (2T)
 - A preliminary wastewater flow application (PWWF-2021) will be submitted to the City of Concord. TBE has no control over the downstream infrastructure sewer capacity or approval of this application.
- TBE will develop construction drawings for the donated water distribution system and donated sanitary sewer system. All drawings will be prepared in AutoCAD Civil 3D software. Plan and profile drawings will be prepared at a 1:40 horizontal scale and 1:4 vertical scale.
- Design plans will include plan and profile for the water main, sanitary sewer, and appropriate details. The following sheets are anticipated:
 - Water and Sewer System Overview
 - Water System Plan & Profile
 - Fire System Plan & Profile
 - Water System Service Connections
 - Water System Details (up to three)
 - Sanitary Sewer System Plan & Profile (up to seven)
 - Sanitary Sewer System Details (up to three)
- The donated water project extents are from the connection points to the existing system to the two (2) water meter and backflow preventer pad locations set by the Client.
- The donated sanitary sewer project extends from the connection point to the existing system to the building connections.

2 Water and Sewer Permitting

Submit Contract Documents and permit applications to the City of Concord through the Accela Government Software. All regulatory and permitting fees will be paid by the Client.

The following permits are anticipated:

1. City of Concord Water Application (WDSEM)
2. City of Concord Sewer Application (Form WWCSEM 03-2021)

TBE will respond to and resubmit up to two (2) rounds of comments received from each agency.

TBE has no control over the actions of jurisdictional agencies or other parties. Accordingly, professional opinions as to the status of permits and professional opinions as to the probability and timeframe for approvals are made solely on the basis of professional experience and available data.

It is known that the Rocky River Regional Wastewater Treatment Plant (RRRWWTP) owned by the Water and Sewer Authority of Cabarrus County (WSACC) which serves the City of Concord is undergoing expansion. TBE does not warrant that the wastewater flow capacity for this development will be accepted by the City.

3 Project Meetings/Coordination

Coordinate with the Airport and City of Concord regarding the project scope. Up to forty (40) hours of coordination with the permitting agencies, City and Airport personnel are assumed.

4 Fiber Conduit Plans

TBE will develop conduit routing plans for future fiber optic cable to be installed along the proposed North Access Road to the pad of a future hangar. TBE will coordinate with the Airport and City of Concord regarding the project scope and requirements for the conduit and junction boxes. Fiber design and integration can be performed as an additional service as this scope is to provide the conduit system only.

- TBE will develop construction drawings for the conduit routing for the future fiber optic cable. All drawings will be prepared in AutoCAD software. Plan and drawings will be prepared at a 1:20 horizontal scale.
- Design plans will include plan for the conduit and appropriate details. The following sheets are anticipated:
 - Conduit and Junction Standard Details (up to three)
 - Fiber Conduit Plan sheets (up to three)

5 Power Conduit Plans

TBE will develop electrical conduit routing plans for future power to be installed along the proposed North Access Road to the pad of a future hangar. TBE will coordinate with the Airport and City of Concord Electrical Department regarding the project scope and requirements for the conduit and junction boxes.

TBE will conduct one meeting with the Airport and City of Concord Electrical Department to determine how many and what size conduits the electrical provider will require for their future electrical installation.

- TBE will develop construction drawings for the conduit routing for the future electrical service. All drawings will be prepared in AutoCAD software. Plan and drawings will be prepared at a 1:20 horizontal scale.
- Design plans will include plan for the conduit and appropriate details. The following sheets are anticipated:
 - Conduit and Junction Standard Details (up to three)
 - Electrical Conduit Plan sheets (up to three)

Amendment 3 Scope of Services: Talbert, Bright & Ellington Inc. (TBE) will provide engineering, design services for a sanitary sewer lift station to be included in the North Apron Access Road project at the Concord-Padgett Regional Airport in Concord, North Carolina. The sanitary sewer lift station is required by the City after utility design review. The task will include the following:

Task 1 – Preliminary Engineering

- A. Data Collection. Collect pertinent information for the pump station, force main and appurtenance designs.
- B. Force Main Hydraulic Analysis. Kimley-Horn will prepare a hydraulic analysis and design calculations package, upon which the construction drawings will be based. These basic hydraulic calculations will include domestic wastewater influent flows, wetwell sizing, force main sizing, force main hydraulics, system/pump curve analysis, and wetwell buoyancy calculations/ballast requirements. Final design of the force main, valves, pumps, wetwell, and appurtenances and structures will be based on this hydraulic analysis.
- C. Regulatory Due Diligence. Collect regulatory guidelines for the construction and permitting of pump stations and force mains.

Task 2 – Design

Provide design services for each of the project components to include:

- A. Construction Drawings. Kimley-Horn will prepare construction drawings for the lift station components, including all necessary civil and electrical design. All drawings will be prepared in AutoCAD Civil 3D software. Plan and profile drawings will be prepared at a 1:40 horizontal scale and 1:4 vertical scale for force main. Design plans will include plan and profile for the force main, appropriate details, structural, mechanical and electrical drawings for the sewer lift station, valve vault details and drawings depicting other appurtenances as necessary.

Based on current knowledge of the project, the lift station will most likely consist of the following major design features:

1. Precast concrete wet well or package station on a 25' by 25' site
2. Dual submersible sewage grinder pumps.
3. Fully automated pump controls.
4. Miscellaneous control panels and disconnects mounted on an aluminum weather hood.
5. Forcemain plan and profile.

Following the completion of the pump station design, we will perform anti-flotation calculations necessary for the pump station and buried structures. Anti-flotation ballasts will be added to the design of structures as needed to counter buoyant forces.

Kimley Horn will coordinate with Concord Electric for Electrical drop, transformer location, and electric meter location. Electrical design will include panel, emergency disconnect, and all conduit and wiring for a connection to a packaged duplex control panel and pumps.

Based on our current knowledge of the project, the pump station will NOT consist of the following major design features:

1. Stand by generator
2. Flow meter and vault
3. Flood control walls/berms.
4. Odor and corrosion control facilities.
5. Buildings (including pump houses, storage or otherwise).
6. Earthquake-proof structures/design.

- B. Meetings. Kimley-Horn will attend up to three (3) meetings with the public utility Owner's representatives to review the proposed design.

Task 3 – Permitting

Prepare and submit Contract Documents and permit applications to NCDEQ Division of Water Quality and City of Concord. Kimley-Horn will prepare and submit up to one (1) resubmittal to address comments from each agency. All regulatory and permitting fees will be paid by the Client.

- A. NCDEQ Fast Track Application for Sewer Extension Permitting.
- B. City of Concord Pump Station and Force Main Permit

Cost of Services: The method of payment shall be in accordance with Section V – Payment of Services of the Master Contract; Paragraphs A and B of Section V will apply. The amendment 2 commercial service terminal access road utility design shall be performed for a lump sum fee, including reimbursable expenses, of **\$43,958.00**. Special Services shall be performed as listed above and as shown in the man-hour summary with a budget of **\$0.00**. The total value of this Work Authorization shall not exceed **\$43,958.00** without additional authorization.

Original Contract	\$348,695.00
Amendment 1	\$9,988.00
Amendment 2	\$89,876.00
Amendment 3	\$43,958.00
TOTAL	\$492,517.00

CITY OF CONCORD:

TALBERT, BRIGHT & ELLINGTON, INC.:


BY: _____
Lloyd Wm. Payne, Jr., ICMA-CM, City Mgr.

BY: _____
Carl M. Ellington, Jr., P.E., Vice President

ATTEST BY:

ATTEST BY:

City Clerk



Charles Brian Salyers, P.E.

SEAL

SEAL

APPROVED AS TO FORM:

City Attorney

APPROVAL BY CITY FINANCE OFFICER

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

Jessica Jones, Director of Finance

EXHIBIT 'A'

SUMMARY OF FEES

NORTH APRON ACCESS ROAD AMENDMENT 3 - SANITARY SEWER LIFT STATION (DESIGN/BIDDING)
CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA
AIP PROJECT NO:
TBE PROJECT NO: 2203-2204

October 2, 2024

DESCRIPTION	ESTIMATED COST
BASIC SERVICES	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ -
DESIGN PHASE (04)	\$ 10,458.00
BIDDING PHASE (05)	\$ -
CONSTRUCTION ADMINISTRATION PHASE (06)	\$ -
SUBTOTAL	\$ 10,458.00
EXPENSES	\$ -
SUBTOTAL	\$ -
SUBCONTRACTED SERVICES	
SUBCONSULTANTS	\$ 33,500.00
SUBTOTAL	\$ 33,500.00
TOTAL	\$ 43,958.00

EXHIBIT 'A'

MANHOOR ESTIMATE

NORTH APRON ACCESS ROAD AMENDMENT 3 - SANITARY SEWER LIFT STATION (DESIGN/BIDDING)

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2204

October 2, 2024

DESIGN PHASE (04)

DESCRIPTION	PRIN \$ 260	PM \$ 205	E5 \$ 172	E4 \$ 144	E2 \$ 105	E1 \$ 86	T5 \$ 127	AD5 \$ 80	AD4 \$ 72
PLAN SHEETS									
Water and Sewer System Overview Plan	0	0	0	0	0	0	0	0	0
Domestic Water System Plan and Profile	0	0	0	0	0	0	0	0	0
Fire System Plan and Profile	0	0	0	0	0	0	0	0	0
Water System Details	0	0	0	0	0	0	0	0	0
Sanitary Sewer System Plan and Profile	0	0	0	0	0	0	0	0	0
Sanitary Sewer Details	0	0	0	0	0	0	0	0	0
Fiber Conduit Plan	0	0	0	0	0	0	0	0	0
Fiber Conduit and Junction Details	0	0	0	0	0	0	0	0	0
Electrical Power Conduit Plan	0	0	0	0	0	0	0	0	0
Electrical Power Conduit and Junction Details	0	0	0	0	0	0	0	0	0
DESIGN/PROJECT MANAGEMENT									
Develop project scope/contract/revisions	2	4	2	0	0	0	0	2	0
Coordinate with subconsultants	2	4	6	0	2	0	2	0	0
Coordination\Meetings with Client and Others	2	4	4	2	2	0	2	2	0
Water design	0	0	0	0	0	0	0	0	0
Sewer design	0	0	0	0	0	0	0	0	0
Coordination Meeting w/Project Team	0	0	0	0	0	0	0	0	0
City submittals/permitting	0	0	0	0	0	0	0	0	0
Specifications	0	0	0	0	0	0	0	0	0
Quantities	0	0	0	0	0	0	0	0	0
Quality assurance	0	4	4	2	0	0	0	0	0
Revisions	0	2	2	2	0	0	0	0	0
MANHOOR TOTAL	6	18	18	6	4	0	4	4	0

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE	EST. MHRS	EST. COST
Principal	PRIN	\$ 260	6	\$ 1,560
Project Manager	PM	\$ 205	18	\$ 3,690
Engineer V	E5	\$ 172	18	\$ 3,096
Engineer IV	E4	\$ 144	6	\$ 864
Engineer II	E2	\$ 105	4	\$ 420
Engineer I	E1	\$ 86	-	\$ -
Technician V	T5	\$ 127	4	\$ 508
Admin. Assistant IV	AD5	\$ 80	4	\$ 320
Admin. Assistant III	AD4	\$ 72	-	\$ -
	Total		60	
SUBTOTAL				\$ 10,458.00

EXHIBIT 'A'

MANHOOR ESTIMATE

NORTH APRON ACCESS ROAD AMENDMENT 3 - SANITARY SEWER LIFT STATION (DESIGN/BIDDING)

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

AIP PROJECT NO:

TBE PROJECT NO: 2203-2204

October 2, 2024

DESIGN PHASE (04)

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Telephone	LS	\$ -	1	\$ -
Postage	LS	\$ -	1	\$ -
Miscellaneous expenses (review fees, prints, faxes, copies)	LS	\$ -	1	\$ -
Mileage (2 Trips @ 60 miles/trip)	MI	\$ 0.56	0	\$ -
<i>SUBTOTAL</i>				\$ -

SCOPE OF SUCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	EST. UNITS	EST. COST
Utility Design Assistance	LS	\$ -	1	\$ -
Sanitary Sewer Lift Station Design	LS	\$ 33,500.00	1	\$ 33,500.00
<i>SUBTOTAL</i>				\$ 33,500.00

TOTAL DESIGN AIP ELIGIBLE COST: \$ 43,958.00



Southeastern Consulting Engineers, Inc.

October 31, 2024

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

Ref.: Substation N Equipment Bids
Bid # 2643

Dear Alex:

The City received sealed proposals on October 22, 2024, from ten suppliers solicited for providing substation equipment that will be installed at the City’s new Substation N. A bid tabulation is attached. Each bid was reviewed for compliance with the technical specifications and purchase price. Based on the preceding factors the following vendors submitted the lowest responsive and compliant bid:

Schedule I – Steel Structure

Substation Enterprises
145 Commercial Court
PO Box 2010
Alabaster, AL 35007
Proposal # FK-4605
Delivery: 58-60 weeks

<u>Description</u>	<u>Quantity</u>		<u>Total Price</u>
115 – 13.2 kV Substation Structure	1		<u>\$374,324</u>

Note: The low bid submitted by M.D. Henry did not reflect their actual lead time of 74 weeks. Their quoted lead time was provided at an additional (unknown) cost.

Schedule II – Power Transformers

Virginia Transformer Corporation
220 Glade view Drive, NE
Roanoke, VA 24012
Order # G243802A
Delivery: 50-55 Weeks

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
101.25-13.2 kV, 16.8/22.4/28 MVA	2	\$1,499,500.00	\$2,999,000
Transportation to Site	2	\$13,800	\$27,600
Offloading	2	Included	Included
Commissioning	2	Included	Included
Total Sch. II			<u>\$3,026,600</u>

Schedule III – 115 kV Circuit Switchers

N/A

Note: The low bid submitted by Southern States did not meet the requirements of the specifications.

Schedule IV – 121 kV Circuit Breakers

N/A (No Bid)

Schedule V – 15 kV Circuit Breakers

Siemens Industry, Inc.
7000 Siemens Road
Wendell, NC 27591
Proposal #: SF24492751
Delivery: 41 Weeks

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Price</u>
SDV7-MA 15 kV	2	\$31,840.00	<u>\$63,680.00</u>

Schedule VI – Metalclad Switchgear

Avail Switchgear Systems
7911 Old US Highway 54
Fulton, MO 65251
Proposal #: 24-09-18-01
Delivery: 64 Weeks

<u>Description</u>	<u>Quantity</u>		<u>Total Price</u>
Metalclad Switchgear	1		\$870,000.00
Offloading	1		Included
Total Sch. VI			<u>\$870,000.00</u>

The total cost for the six schedules is \$4,334,604.00. We recommend that the City accept the proposals and issue a purchase order to the above Vendors. If you have any questions, please do not hesitate to contact us.

Very truly yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By 
Steve Phillips
Associate Engineer

cc: Andrea Cline
Ty Barbee
Caleb Greene

BID TABULATION

Substation N

Equipment and Materials

City of Concord
Concord, North Carolina

Date: October 22, 2024
 Time: 2:00 PM, EDST

<u>Bidder</u>		<u>MD Henry</u>	<u>Substation</u>			
<u>Schedule I</u>	<u>Qty.</u>		<u>Enterprises</u>			
115-13.2 KV Substation Str.	1	\$ 336,051.75	\$ 374,324.00	\$	\$	\$
Manufacturer:		<u>MD Henry</u>	<u>Sub. Enterprises</u>			
Delivery:		<u>72-74 Weeks</u>	<u>58-60 Weeks</u>			
 <u>Bidder</u>		<u>Niagra</u>	<u>Virginia</u>			
<u>Schedule II</u>	<u>Qty.</u>	<u>Transformer</u>	<u>Transformer</u>	<u>WEG</u>		
101.25-13.2 KV, 16.8/22.4/28 MVA Power Transformer	2	\$ 3,258,504.00	\$ 2,999,000.00	\$ 3,056,930.00	\$	\$
Transportation to Site	2	70,000.00	27,600.00	54,400.00		
Offloading	2	50,000.00	Included	44,000.00		
On Site Commissioning	2	150,000.00	Included	42,400.00		
Total, Schedule II		\$ 3,528,504.00	\$ 3,026,600.00	\$ 3,197,730.00	\$	\$
Manufacturer:		<u>Niagra</u>	<u>VTC</u>	<u>WEG</u>		
Delivery:		<u>156-208 Weeks</u>	<u>50-55 Weeks</u>	<u>120-130 Weeks</u>		
 <u>Bidder</u>		<u>Southern States</u>				
<u>Schedule III</u>	<u>Qty.</u>					
115 KV Circuit Switchers	2	\$ 212,700.00	\$	\$	\$	\$
Manufacturer:		<u>Southern States</u>				
Delivery:		<u>65-66 Weeks</u>				

BID TABULATION (Continued)

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

Date: October 22, 2024
 Time: 2:00 PM, EDST

<u>Bidder</u>						
Schedule IV	<u>Qty.</u>					
121KV Circuit Breaker	1	\$	\$	\$	\$	\$
Manufacturer:						
Delivery:						

<u>Bidder</u>		Siemens		Myers Controlled Power		
Schedule V- 15.5KV						
Circuit Breakers	<u>Qty.</u>					
Main Breakers (2000A)	2	\$ 63,680.00	\$	\$ 78,620.00	\$	\$
Manufacturer:		Siemens		Myers		
Delivery:		41 Weeks		62-65 Weeks		

<u>Bidder</u>		Siemens	Powerconn	Myers Controlled Power	Avail	
Schedule VI	<u>Qty.</u>					
Metalclad Switchgear	1	\$ 1,039,006.00	\$ 1,115,446.00	\$ 1,235,422.00	\$ 870,000.00	\$
Offloading	1	55,998.00	Included	31,892.00	Included	
On Site Commissioning	1	28,246.00	N/A	16,105.00	50,000.00	
Freight		25,410.00				
Total, Schedule VI		\$ 1,148,660.00	\$ 1,115,446.00	\$ 1,283,419.00	\$ 920,000.00	\$
Manufacturer:						
Delivery:		65 Weeks	Q4 2026	58-62 Weeks	62-64 Weeks	

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

DATE: 10/31/2024
 FORMAL BID: Yes
 BID DATE: 10/22/2024
 DEPARTMENT: Electric

BIDDERS	AMOUNT	DELIVERY
MD Henry	\$336,051.75	72-74 weeks
Substation Enterprises	\$374,324.00	58-60 weeks

RECOMMENDATION: Substation Enterprises

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

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: Alex Burris DATE: 11/1/2024

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:

LeDerick Blackburn

Digitally signed by LeDerick Blackburn
Date: 2024.11.01 11:47:22 -04'00'

DATE: _____

COMMENTS: _____

PURCHASING OFFICIAL: Ryan LeClear Digitally signed by Ryan LeClear
Date: 2024.11.01 14:04:36 -04'00' DATE: _____

COMMENTS: _____

FINANCE DIRECTOR: Jessica Jones Digitally signed by Jessica Jones
Date: 2024.11.04 10:56:34 -05'00' DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES _____ DATE: _____

CITY MANAGER: Lloyd Wm. Payne, Jr., ICMA-CM Digitally signed by Lloyd Wm. Payne, Jr.,
ICMA-CM
Date: 2024.11.06 09:47:17 -05'00' DATE: _____

COMMENTS: _____

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

DATE: 10/31/2024
 FORMAL BID: Yes
 BID DATE: 10/22/2024
 DEPARTMENT: Electric

BIDDERS	AMOUNT	DELIVERY
Virginia Transformer	\$3,026,600.00	50-55 weeks
WEG	\$3,197,730.00	120-130 weeks
Niagra Transformer	\$3,528,504.00	156-208 weeks

RECOMMENDATION: Virginia Transformer

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

ADDED OPTIONS: _____

PRICE: _____



FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: Alex Burris DATE: 11/1/2024

COMMENTS: _____



ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS: LeDerick Blackburn Digitally signed by LeDerick Blackburn
Date: 2024.11.01 11:49:35 -04'00' DATE: _____

COMMENTS: _____

PURCHASING OFFICIAL: Ryan LeClear Digitally signed by Ryan LeClear
Date: 2024.11.01 14:06:08 -04'00' DATE: _____

COMMENTS: _____

FINANCE DIRECTOR: Jessica Jones Digitally signed by Jessica Jones
Date: 2024.11.04 10:57:04 -05'00' DATE: _____

COMMENTS: _____



APPROVE AS RECOMMENDED: YES Lloyd Wm. Payne, Jr., Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2024.11.06 09:48:22 -05'00' DATE: _____
 CITY MANAGER: _____ ICMA-CM DATE: _____

COMMENTS: _____

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

DATE: 10/31/2024
 FORMAL BID: Yes
 BID DATE: 10/22/2024
 DEPARTMENT: Electric

BIDDERS	AMOUNT	DELIVERY
Siemens	\$63,680.00	41 weeks
Myers Controlled Power	\$78,620.00	62-65 weeks

RECOMMENDATION: Siemens

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

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: Alex Burris DATE: 11/1/2024

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:

LeDerick Blackburn

Digitally signed by LeDerick Blackburn
Date: 2024.11.01 11:43:36 -04'00'

DATE: _____

COMMENTS: _____

PURCHASING OFFICIAL: Ryan LeClear Digitally signed by Ryan LeClear
Date: 2024.11.01 14:05:38 -04'00' DATE: _____

COMMENTS: _____

FINANCE DIRECTOR: Jessica Jones Digitally signed by Jesslca Jones
Date: 2024.11.04 10:57:33 -05'00' DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES Lloyd Wm. Payne, Jr., ICMA-CM Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2024.11.06 09:47:47 -05'00' DATE: _____

COMMENTS: _____

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

DATE: 10/31/2024
 FORMAL BID: Yes
 BID DATE: 10/22/2024
 DEPARTMENT: Electric

BIDDERS	AMOUNT	DELIVERY
Avall	\$870,000.00	62-64 weeks
Powerconn	\$1,115,446.00	Q4 2026
Slemens	\$1,148,660.00	65 weeks
Myers Controlled Power	\$1,283,419.00	58-62 weeks

RECOMMENDATION: Avall

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

ADDED OPTIONS: _____

PRICE: _____

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) _____

DEPARTMENT HEAD: Alex Burris DATE: 11/1/2024

COMMENTS: _____

◆◆◆◆◆

ASSISTANT CITY MANAGER OR
EXECUTIVE DIRECTOR OF
OPERATIONS:

LeDerick Blackburn Digitally signed by LeDerick Blackburn
Date: 2024.11.01 11:44:19 -04'00'

DATE: _____

COMMENTS: _____

PURCHASING OFFICIAL: Ryan LeClear Digitally signed by Ryan LeClear
Date: 2024.11.01 14:05:09 -04'00' DATE: _____

COMMENTS: _____

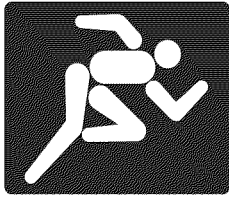
FINANCE DIRECTOR: Jessica Jones Digitally signed by Jessica Jones
Date: 2024.11.04 10:58:01 -05'00' DATE: _____

COMMENTS: _____

◆◆◆◆◆

APPROVE AS RECOMMENDED: YES Lloyd Wm. Payne, Jr., ICMA-CM Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM
Date: 2024.11.06 09:48:47 -05'00' DATE: _____

COMMENTS: _____



WESCO
DISTRIBUTION®

334 ATKINSON STREET

CLAYTON

NC 27520

Quotation

UNLESS THERE ARE DIFFERENT OR ADDITIONAL TERMS AND CONDITIONS CONTAINED IN A MASTER AGREEMENT THAT MODIFY WESCO'S STANDARD TERMS, BUYER AGREES THAT THIS QUOTE AND ANY RESULTING PURCHASE ORDER WILL BE GOVERNED BY WESCO'S TERMS AND CONDITIONS AVAILABLE AT [HTTP://WWW.WESCO.COM/TERMS_AND_CONDITIONS_OF_SALE.PDF](http://www.wesco.com/terms_and_conditions_of_sale.pdf), WHICH TERMS ARE INCORPORATED HEREIN BY REFERENCE AND MADE PART HEREOF. PLEASE CONTACT THE SELLER IDENTIFIED ON THIS QUOTE IF YOU REQUIRE A PRINTED COPY.

To: CITY OF CONCORD - SOURCEW
635 ALFRED BROWN JR CT SW
SOURCEWELL
CONCORD NC 280255825

Date: 10/31/24

Branch: 7884

Project Number: S&C QUOTE

Project Name

Quoted To:

Date of Your Inquiry: 10/31/24

When ordering please refer to Quotation Number: 009125

Item	Quantity	Catalog Number and Description	Unit Price	U/M	Total Price	Rate of Cash Discount	Shipping Time (Weeks)	Customer Delivery Date
10	2	S&C***598738-AE8H1KMNRTT2W1; FAULT INTERRUPTING CIRCUIT SWITCHER	123541.100	E	247082.20	0.00		06/01/26
20	16	S&C***SXA-4633-1; ANCHOR BOLT KIT FOR 4 OF THE S-81365-1 ANCHOR BOLTS SOURCEWELL #091422-WES	206.380	E	3302.08	0.00		06/01/26
SUB-TOTAL					250384.28			
ESTIMATED TAX					17526.90			
TOTAL					267911.18			

F.O.B. Point of Shipment. The prices stated in this offer shall, unless renewed, automatically expire fifteen days (15) from the date of this offer. Prices quoted are subject to adjustment should Duty and Tariff rates change from time of bid/quotation to time of order. WESCO reserves the right to adjust its pricing for Goods affected directly or indirectly by changing duties/tariffs/trade agreements and significant currency fluctuations.

Per:



S&C ELECTRIC COMPANY

Excellence Through Innovation

Robert W. Chapman & Co.
1338 Hundred Oaks Drive
Suite D
Charlotte, NC 28217
(704) 525-2421

President:
Clint Creed
ccreed@rwchapman.com
(704) 525-2421

WESCO - RALEIGH
PO BOX 122038
LITHIA SPRINGS, GA 30122
US

Quotation

Quote #: Q-137001-1
Date: 30-OCT-2024
Expires On: 29-NOV-2024

Project Reference: Circuit Switchers for City of Concord

WE ARE PLEASED TO SUBMIT THE FOLLOWING QUOTATION SUBJECT TO THE TERMS AND CONDITIONS AS LISTED BELOW

QUOTE PREPARED BY	PHONE	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Herb Price	(704) 602-8202	hprice@rwchapman.com	Ground	1/2 1% 15, 30

LINE	QTY	CATALOG NUMBER	DESCRIPTION	UNIT PRICE	EXTENDED
01	2	598738-AE8H1KMNRTT2W1	598738-AE8H1KMNRTT2W1--115 KV 1200 AMPERE 40-KA FAULT INTERRUPTING CIRCUIT-SWITCHER SERIES 2000 MODEL 2030 WITH VERTICAL INTERRUPTERS AND WITHOUT DISCONNECT 84 INCH PHASE SPACING A - 48 VDC OPERATOR CONTROL VOLTAGE E8 - 96 ALL PHASE SPACINGS ALL KV'S 1 2 3 MOUNTING PEDESTALS H1 - 120 VAC OPEN SPACE HEATER VOLTAGE K - SPACE HEATER THERMOSTAT M - POSITION INDICATING LAMPS N - ENHANCED VISIBILITY MODEL 2020 & 2030 R - REMOTE GAS DENSITY MONITOR T - TRIP CIRCUIT MONITORING RELAY T2 - LOSS OF VOLTAGE RELAY W1 - EIGHT ADDITIONAL SPDT AUX. SWITCHES	USD 123,541.10	USD 247,082.20
02	16	SXA-4633-1	ANCHOR BOLT KIT FOR 4 OF THE S-81365-1 ANCHOR BOLTS	USD 206.38	USD 3,302.08
TOTAL:					USD 250,384.28

Ship Schedule

Lead-time for the quoted material is approximately 75-79 weeks after receipt of your formal purchase order. All shipping estimates are subject to prior sales of material and/or manufacturing capacity.

Terms and Conditions of Sale

This proposal is in accordance with S&C general terms and conditions of sales (S&C Price Sheets 150, 155, 156, 171,172, 181, & 183); those applicable to this proposal are provided in the Appendix section. Prices quoted exclude any manufacturer's sales, use or other excise taxes or duties. Any such taxes which Seller is required to pay or collect will be invoiced to Buyer.

Links to the aforementioned Price Sheets may be found on our public website ([https://www.sandc.com/en/search?q="Price+Sheet"](https://www.sandc.com/en/search?q=))

Terms of Payment: 1/2 1% 15, 30

Terms of Delivery: F.O.B. Factory: Prices are F.O.B. common carrier shipment point, with seller's selection of transportation prepaid to common carrier delivery point nearest first destination on orders with net invoice value of \$5,000.00 or more. For orders with less than \$5,000.00 net value, prices are F.O.B. Common carrier shipment point, freight collect or prepaid and added to the invoice.

Purchase Order: Please send a purchase order to:

S&C Electric Company
C/O R. W. Chapman
Herb Price
P.O. Box 240748
Charlotte NC 28224-0748

This quotation is valid for thirty (30) days from date of creation.

GENERAL: These Standard Conditions of Sale ("Standard Conditions"), together with any special conditions of sale set forth in the applicable product-line specification bulletins, any supplements or modifications hereto or thereto confirmed in writing by the acknowledgment of S&C Electric Company ("S&C"), and any written specifications or certifications signed by an authorized executive of S&C (collectively, "Conditions of Sale"), shall constitute the complete and exclusive conditions for the sale of goods ("Goods") by S&C to the immediate purchaser, and such Conditions of Sale shall supersede all prior communications and agreements regarding same. In no event shall the sale of Goods be subject to any affirmation of fact or promise that relates to the application, performance, or description of the Goods unless such affirmation or promise is in writing and signed by an authorized executive of S&C or is confirmed in writing by S&C's acknowledgment. ANY TERMS, WHETHER IN A PURCHASE ORDER OR OTHER DOCUMENT OF THE IMMEDIATE PURCHASER, IRRESPECTIVE OF THEIR MATERIALITY, THAT ARE EITHER DIFFERENT FROM OR ADDITIONAL TO S&C'S CONDITIONS OF SALE AS SET FORTH HEREIN, ARE OBJECTED TO AND ARE EXCLUDED UNLESS EXPRESSLY AGREED TO IN WRITING BY S&C. Acceptance of the Goods shipped shall constitute assent to be bound by the Conditions of Sale. The immediate purchaser shall inspect the Goods within seven (7) days of receipt ("Inspection Period"). The immediate purchaser will be deemed to have accepted the Goods unless it notifies S&C in writing of any nonconforming goods within the Inspection Period. Failure to reject the Goods or otherwise object to the Conditions of Sale in writing within seven (7) days of receipt shall constitute assent to these Conditions of Sale. In special transactions involving a formal invitation to bid and a formal award by purchase contract, or in the event a master purchase agreement signed by S&C and the immediate purchaser is in existence, these Conditions of Sale apply only to the extent not inconsistent with the purchase contract.

NONASSIGNABLE SOFTWARE LICENSE: Certain software, computer programs, source code, object code, listings, and related materials, in machine-readable or printed form, including firmware and all types of media, and all updates and modifications thereto ("Software"), may be delivered by S&C to the immediate purchaser together with each product. Such Software is furnished to the immediate purchaser or, if the product is purchased by a third party for installation in third-party equipment, the end user of the Goods, under a nonexclu-

sive license for use solely on a single product, and may not be modified or copied, in whole or in part, nor may it be transferred or sublicensed. The immediate purchaser shall preserve any and all copyright notices included in the Software. Except as set forth herein, or as may be permitted in writing by S&C, the immediate purchaser shall not provide or otherwise make available the Software or any part of copies thereof to any third party. Title to, ownership of, and all applicable rights in patents, copyrights, and trade secrets in the Software shall not transfer to the immediate purchaser or end user. The immediate purchaser agrees to take appropriate action by instruction or agreement with its employees who are permitted access to the Software to fulfill its obligations hereunder.

LIMITED WARRANTY:

(1) **General:** S&C warrants to the immediate purchaser for a period of two (2) years from the date of shipment that the Goods delivered (excluding Software, which is warranted as specified in paragraph (2) below) will be of the kind and quality specified in the contract description and will be free of defects of workmanship and material. Should any failure to conform to this warranty (or to any additional warranty contained in the special conditions of sale set forth in the applicable product-line specification bulletin) appear under proper and normal use within two (2) years after the date of shipment, S&C agrees, upon prompt notification thereof and confirmation that the Goods have been stored, installed, operated, and maintained in accordance with recommendations of S&C and standard industry practice, to correct the nonconformity either by repairing any damaged or defective parts of the Goods or at S&C's sole option by shipment of necessary replacement parts. S&C shall not be liable for a breach of the warranty set forth herein if the immediate purchaser makes any further use of the Goods after giving notice of a defect. S&C's warranty does not apply to any Goods that have been disassembled, repaired, or altered by anyone other than S&C. This limited warranty is granted only to the immediate purchaser or, if the Goods are purchased by a third party for installation in third-party equipment, the end user of the Goods. S&C's duty to perform under any warranty may be delayed, at S&C's sole option, until S&C has been paid in full for all Goods purchased by the immediate purchaser. No such delay shall extend the warranty period.



S&C further warrants to the immediate purchaser or end user that for a period of one (1) year from the date of shipment, the Software will perform substantially in accordance with the then-current release of specifications if properly used in accordance with the procedures described in S&C's instructions. S&C's liability regarding any of the Software is expressly limited to exercising its reasonable efforts in supplying or replacing any media found to be physically defective or in correcting defects in the Software during the warranty period. S&C does not warrant the use of the Software will be uninterrupted or error-free.

- (2) **Limitation:** The warranty and/or obligations described in the foregoing paragraphs, including any additional warranty contained in the special conditions of sale, are exclusive, and the remedies provided herein for breach of these warranties shall constitute the immediate purchaser's or end user's exclusive remedies and a fulfillment of all of S&C's liability. In no event shall S&C's liability to the immediate purchaser or end user exceed the price of the specific product that gives rise to the immediate purchaser's or end user's claim. S&C shall not be responsible for providing temporary power, reimbursement for lost revenue, costs associated with the removal, installation, or labor costs or obtaining working access to the nonconforming Goods, including any disassembly and reassembly of equipment that was not supplied by S&C. S&C shall also not be responsible for providing transportation to or from any repair facility, or for any other expenses incurred in connection with the repair or replacement of the Goods, all of which shall be at the immediate purchaser's risk and expense. S&C's warranties do not apply to major components not of S&C manufacture. However, S&C will assign to the immediate purchaser or end user all manufacturers' warranties that apply to such major components. All other warranties whether express or implied or arising by operation of law, course of dealing, usage of trade or otherwise, are excluded. The only warranties are those stated herein, and **THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ANY EXPRESS WARRANTY OR OTHER OBLIGATION PROVIDED HEREIN IS GRANTED ONLY TO THE IMMEDIATE PURCHASER AND END USER, AS DEFINED HEREIN. OTHER THAN AN END USER, NO REMOTE PURCHASER MAY RELY ON ANY AFFIRMATION OF FACT OR PROMISE THAT RELATES TO THE GOODS DESCRIBED HEREIN, ANY DESCRIPTION THAT RELATES TO THE GOODS, OR ANY REMEDIAL PROMISE INCLUDED IN THESE STANDARD CONDITIONS OF SALE.**

LIMITATION OF LIABILITY:

- (1) S&C shall not be liable, in contract, tort, or otherwise (including for negligence, breach of warranty, indemnity, and strict liability) for any penalty or for any special, consequential, indirect, or incidental damages, whether for personal injury or property damage, including specifically but without limitation, loss of profits or revenue, loss of other equipment, loss of full or partial use of any equipment or facility, downtime costs, business interruption, any claim arising out of loss of electrical power, cost of capital, loss of goodwill, claims of third parties, costs associated with the removal of the Goods and/or other equipment from service or reinstallation or disassembly or reassembly, or similar damages, arising out of or resulting from this order or transaction.
- (2) In no event shall S&C's aggregate liability arising out of or related to the Conditions of Sale, any purchase order, or the Goods, or any claim whatsoever, exceed the value of the applicable purchase order for the Goods sold under the applicable purchase order.
- (3) All causes of action against S&C arising out of or relating to the Conditions of Sale, or the performance or breach hereof shall expire unless brought within one year of the time of accrual thereof.
- (4) In no event, regardless of cause, shall S&C be liable for penalties or penalty clauses of any description or for indemnification of the immediate purchaser or others for costs, damages, or expenses arising out of or related to the Goods.

NUCLEAR: For applications in a nuclear facility, the immediate purchaser and/or end user shall have complete insurance protection against liability and property damage resulting from a nuclear incident and shall indemnify S&C, its affiliates, subcontractors, suppliers, and vendors against all claims resulting from a nuclear incident.

WILDFIRE: For applications in Wildfire-Prone Regions, the immediate purchaser and/or end user shall have complete insurance protection against liability and property damage resulting from a Wildfire Incident and shall indemnify S&C, its affiliates, subcontractors, suppliers, and vendors against all claims resulting from a Wildfire Incident. As used in this document, Wildfire-Prone Regions means mountainous, forest-covered land; brush-covered land; grass-covered land; land covered with flammable material; and/or land designated by a federal, state, or local government or agency as a fire hazard zone. Wildfire Incident means an unplanned or unwanted wildland fire, including authorized human-caused fires, escaped wildland fire use events, escaped prescribed fire projects, and all other wildland fires where the objective is to extinguish the fire.

TERMS OF DELIVERY:

- (1) **Risk of Loss.** Unless otherwise agreed, for all shipments, risk of loss of the Goods or any part thereof shall pass to the immediate purchaser upon S&C's delivery of the Goods to the common carrier.
- (2) **Fuel Surcharge.** For orders with S&C's selection of transportation prepaid to common carrier delivery point nearest first destination, a fuel surcharge will be added to the invoice if specified in the quotation. This fuel surcharge will be calculated at the time of shipment, and will be equal to 0.00875% of the net value of the order for every \$0.05 increase in fuel price above a base fuel price of \$1.20 per gallon. The fuel price at the time of shipment will be determined from the National Average Diesel Fuel Price Index provided by the United States Department of Energy.
- (3) **Method of Transportation and Routing.** S&C will determine the method of transportation and the routing of the shipment. Where the immediate purchaser requires shipment by a method of transportation or routing other than that of S&C's selection, any additional transportation and/ or packing expense is to be borne by the immediate purchaser.
- (4) **Export Packing.** Where "export packing" is required, an extra charge will be made not to exceed 5% of the net selling price.
- (5) **Unloading of Shipments.** Provision of suitable facilities and personnel at delivery point for unloading of shipments shall be the responsibility of the immediate purchaser.
- (6) **Partial Shipments.** S&C may, in its discretion, without liability or penalty, make partial shipments of Goods to the immediate purchaser. Each shipment shall constitute a separate sale, and the immediate purchaser shall pay for the units shipped whether such shipment is in whole or partial fulfillment of immediate purchaser's order. In the event the immediate purchaser requests that S&C hold some or all of the Goods or otherwise postpones shipment beyond the scheduled date of shipment, a storage fee will apply, and a separate bill-and-hold agreement will be required.

TERMS OF PAYMENT: Net 30 days. Except with respect to Software (for which title shall not pass, use being licensed), title of the Goods shall pass to the immediate purchaser only upon full and complete payment to S&C. As collateral security for the payment of the purchase price of the Goods, the immediate purchaser grants to S&C a lien on and security interest in the Goods.

S&C, in its sole discretion, may require revision of payment terms, including, but not limited to, a prepayment

requirement, deposit, or progress/milestone payments, as set forth in the relevant quotation issued by S&C to the immediate purchaser, or if not specified in the quotation, as set forth herein. Further, S&C shall be entitled to cancel or defer any orders or items or quantities thereon then outstanding, without obligation by either the immediate purchaser or S&C with respect to unshipped Goods.

If any payment is not made in full when due, S&C, in addition to any and all remedies hereunder and under law, shall be entitled to: (i) recover possession of the Goods shipped; (ii) require immediate purchaser to assemble any Goods shipped that are in its possession or control at a place to be designated by S&C; and (iii) with respect to any orders or items or quantities thereon then outstanding, require full or partial payment in advance or cancel or defer any of such orders or items or quantities thereon and require immediate purchaser to pay any and all damages incurred in connection with such cancellation or deferment.

In the event any proceeding is brought by or against the immediate purchaser under any bankruptcy or insolvency laws, S&C shall be entitled to cancel any orders or items or quantities thereon outstanding as of the date of such bankruptcy or insolvency without liability. The immediate purchaser shall not withhold payment of any amounts due and payable by reason of any setoff of any claim or dispute with S&C, whether relating to S&C's alleged breach, bankruptcy or otherwise.

HANDLING CHARGES FOR IMMEDIATE SHIPMENTS: When immediate shipment of products, components, and/or parts is required, premium freight methods will be employed to minimize transportation time. Because of the extra attention required by such orders, a handling charge may apply, in addition to the extra charges for premium freight.

PRICE ADJUSTMENTS: Prices stated on S&C's acknowledgment for orders, or items or quantities thereon, are not subject to upward or downward adjustment for a period of one (1) year from the date of order ("Initial Pricing Period") unless otherwise specified. Prices for orders, or items, or quantities may be increased after the Initial Pricing Period at S&C's discretion.

QUOTATIONS: Any price, quantity, or condition of sale stated in any quotation is effective for 30 days from date of quotation ("Effective Period") unless changed by written notice from S&C. No quotation shall have any force or effect after the Effective Period unless such Effective Period is expressly extended in writing by S&C.

All orders, whether or not based upon specific quotations, are subject to acceptance by S&C only at its principal office in Chicago, Illinois.

Subsequent to the issuance of quotations, S&C may, without notice, make design changes for product mod-

ernization or improvement. Catalog numbers may be supplemented with the letter "R" followed by a digit identifying the latest design revision. S&C may make changes in the Goods as it deems necessary, in its sole discretion, to conform the Goods to the applicable specifications. If the immediate purchaser objects to any such changes, S&C shall be relieved of its obligation to conform to the applicable specifications to the extent that conformance may be affected by such objection.

A materials surcharge may be applied to the net selling prices of Goods at the time of shipment, depending on the cost levels of purchased parts and materials in the preceding month.

TAXES: Where S&C is required to pay or collect sales, use, or other taxes, the amount will be added to any invoice for Goods as a separate item.

LOSS, DAMAGE, OR DELAY: Shipping dates are approximate and are based upon prompt receipt of all necessary information. S&C shall not be liable for any loss, damage, detention, or delay.

INTELLECTUAL PROPERTY: S&C shall defend any suit or proceeding brought against the immediate purchaser so far as based on a claim that any product, or any part thereof, sold to the immediate purchaser constitutes an infringement or misappropriation of intellectual property rights of others if notified promptly in writing and given authority, information, and assistance (at S&C's expense) for the defense of same, and S&C shall pay all direct and measurable damages and actual costs awarded by a court of competent jurisdiction in any such action against the immediate purchaser, provided, however, that this agreement shall not extend to any infringement based upon the manufacture, use, or sale of said product or any part or parts thereof, in combination with apparatus or things not furnished by S&C. In case the product, or any part thereof, furnished under a purchase order subject to the Conditions of Sale is in such suit held to constitute infringement and its use enjoined, S&C shall, at its own expense and at its option, either (1) procure for the immediate purchaser the right to continue using said product or part thereof; (2) replace the same with a noninfringing product; (3) modify said product or part thereof so that it becomes noninfringing; or (4) remove said product and refund the purchase price thereof. The foregoing states the entire liability of S&C with respect to infringement by said product or any part thereof.

The preceding paragraph shall not apply to any equipment or product, or any part thereof, manufactured to the immediate purchaser's design or specifications. As to such equipment or product, or any part thereof, S&C assumes no liability whatsoever for infringement or misappropriation.

To the extent that the Goods or any part thereof are modified by the immediate purchaser or combined by the

immediate purchaser with equipment or processes not furnished under a purchase order subject to the Conditions of Sale (except to the extent that S&C is a contributory infringer), and by reason of said modification or combination, an action is brought against S&C, the immediate purchaser shall defend and indemnify S&C in the same manner and to the same extent that S&C would be obligated to indemnify the immediate purchaser under this paragraph.

CLERICAL ERRORS: S&C reserves the right to correct clerical errors or omissions in quotations, acknowledgments, invoices, or other documents.

MODIFICATION, CANCELLATION, OR DEFERMENT BY THE IMMEDIATE PURCHASER: Except as otherwise set forth herein, orders or purchase contracts may be modified or cancelled, and scheduled shipments may be deferred, upon the immediate purchaser's prior written notice; provided, however, that S&C shall have sole discretion to modify, cancel or defer any such order, purchase contract or scheduled shipments by issuing a revised acknowledgement to immediate purchaser; provided, further, that, in the event of cancellation by the immediate purchaser, the immediate purchaser shall be liable to pay S&C a cancellation charge as set forth in the relevant quotation issued by S&C to the immediate purchaser, or if not specified in the quotation, in accordance with the following schedule: (i) 25% of the purchase price of the Goods if the Order has been accepted/acknowledged by S&C and the Goods have not been shipped; (ii) 50% of the purchase price of the Goods upon S&C's commencement of drawings, ordering of long lead time items, or general material requirements being driven (as applicable); or (iii) 100% of the purchase price of the Goods upon S&C's commencement of production of subassembly or final units, or if the Goods have shipped either in whole or in part.

In the event of cancellation by the immediate purchaser occurring at a time after (i) or (ii), but before (iii) above, and the impacted production space cannot be utilized, S&C reserves the right to charge a cancellation fee of 100% of the purchase price of the Goods. The immediate purchaser shall be liable to pay all damages and charges incurred by S&C as a result of the immediate purchaser's modification, cancellation or deferment of any Order, including without limitation, carriage, packing and insurance charges imposed on S&C by its suppliers, and any other costs resulting from cancellation of the order or purchase contract.

Additional catalog number items may be added to, and/or quantities of specified catalog numbers adjusted on, unshipped orders up to 10 business days from the order or purchase contract date. Shipment schedules for additional items are dependent upon product availability; these items may not ship with the items originally specified on the order or purchase contract.

TERMINATION: In addition to any remedies that may be provided under the Conditions of Sale or at law, S&C may terminate the Conditions of Sale and any sale or transaction subject to the Conditions of Sale with immediate effect upon written notice to the immediate purchaser, if the immediate purchaser: (i) fails to pay any amount when due under the Conditions of Sale or any purchaser order; (ii) has not otherwise performed or complied with any of the Conditions of Sale, in whole or in part; or (iii) becomes insolvent, files a petition for bankruptcy or commences or has commenced against it proceedings relating to bankruptcy, receivership, reorganization or assignment for the benefit of creditors. No termination by the immediate purchaser shall be effective unless S&C breaches or defaults under the Conditions of Sale and fails to initiate and pursue corrective action with due diligence to cure such default within a commercially reasonable period of time.

ASSIGNMENT: S&C shall have the right, upon written notice to the immediate purchaser, to assign all or a portion of its rights and obligations under the Conditions of Sale or any purchase order. Purchaser may not assign any of its rights or delegate any of its obligations under the Conditions of Sale or related purchaser orders or agreements with the prior written consent of S&C. Any purported assignment by the immediate purchaser of the Conditions of Sale or related purchase order to which S&C does not consent in writing shall be null and void.

FORCE MAJEURE: Neither party shall be liable to the other party, nor be deemed to have defaulted under or breached the Conditions of Sale, for any failure or delay in fulfilling or performing any obligations under the Conditions of Sale or any purchase order (except for any obligations of the immediate purchaser to make payments to S&C hereunder), when and to the extent such failure or delay is caused by or results from acts beyond the party's reasonable control, such as, but not limited to: acts of God, acts of civil or military authority, priorities, fires, strikes, labor issues or difficulties, floods, earthquake, weather, pandemics, epidemics, quarantine restrictions, war, riot, delays in transportation, government restrictions or embargoes, or difficulties in obtaining necessary labor, materials, and manufacturing facilities from usual sources because of such causes. In the event any such causes delay S&C's performance, the date of performance shall be extended by a period of time reasonably necessary to overcome the effect of such delay, and S&C's compensation shall be adjusted accordingly.

S&C'S REMEDIES: The rights of S&C specified herein are cumulative and in addition to the rights available to S&C at law, in equity, by statute or under any other agreement between S&C and the immediate purchaser. No delay or failure by S&C to exercise any right or remedy shall impair any rights or remedies or be construed to be a waiver of any breach or acquiescence therein. Any single or partial exercise of any right or remedy shall not preclude other or further exercise thereof or the exercise of any other right or remedy.

EXPORT COMPLIANCE: S&C is required to comply with applicable export laws and regulations of the U.S. For any sale made under this contract, the immediate purchaser or end user shall not export, reexport, distribute, download, or supply any Goods, product, component, part, and/or Software other than to the ultimate country of destination specified in this contract, without obtaining prior, written authorization from S&C and the applicable U.S. Government agency. S&C reserves the right to suspend or cancel delivery of Goods, components, parts, and/or Software to the immediate purchaser or end user or cancel this contract in its entirety, without liability to S&C, if S&C has a good faith basis for believing the immediate purchaser or end user has violated or intends to violate this paragraph.

COMPLIANCE WITH ANTI-BRIBERY LAWS: The U.S. Foreign Corrupt Practices Act ("FCPA") and laws in other countries strictly prohibit the payment of bribes, kickbacks, or similar payments to influence business. The immediate purchaser or end user agrees not to take any action whatsoever to wrongfully influence any decisions in its or S&C's favor relating to Goods sold hereunder, either directly or indirectly.

EEO COMPLIANCE: S&C shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, national origin, protected veteran status or disability.

GOVERNING LAW AND JURISDICTION: The Conditions of Sale are governed by, and construed in accordance with, the laws of the State of Illinois, without regard to conflicts of law principles. The immediate purchaser consents and submits to the personal jurisdiction and exclusive venue of Illinois state courts and the Northern District of Illinois for the purpose of any suit, action, or other proceeding arising out of or with respect to the Conditions of Sale, any purchase order, or the Goods.

Note: To report any ethics or compliance concerns, please contact, openly or anonymously, the S&C Helpline at sandc.ethicspoint.com.

POLICIES RELATING TO SALES

CHANGES TO PRICES AND CONDITIONS OF SALE: Prices and conditions of sale are subject to change without notice.

WITNESS OF TEST: Normal production procedures do not provide opportunity for the immediate purchaser to witness routine factory tests on their apparatus. Witness of such tests by the immediate purchaser requires special processing of the order and usually entails delays in production and additional charges, information on which can be furnished on request.

RETURNS: Products may not be returned by the immediate purchaser without first securing authorization and a return goods authorization number. Where S&C authorizes the immediate purchaser to return unused, recently received products, charges will be made to cover outgoing transportation paid by S&C plus cost of restocking, repackaging, reinspection, repair, or disassembly as applicable. Only products manufactured within the past two years and still of current design will be eligible for return. In general, charges over and above the transportation, will be based on the following schedule:

1. 25% of the net selling price for standard catalog products regularly carried in S&C's active warehouse stock and returnable directly to stock without reinspection, repackaging, repair, or modification;
2. 35% of the net selling price for standard catalog products not regularly carried in S&C's active warehouse stock, but which are sufficiently active to warrant being placed in stock and which can be returned directly to stock without reinspection, repackaging, repair, or modification;
3. 50% of the net selling price for standard catalog product not sufficiently active to warrant being placed in stock and which therefore must be unpacked and disassembled;
4. 60% or more of the net selling price for products of a custom nature which must be unpacked and disassembled and from which only certain parts and subassemblies are salvageable.

Authorized returns, with the return goods authorization number identified on the material to be returned, should be shipped, freight prepaid and at the immediate purchaser's risk, to S&C Electric Company, Repair Center. For product returns, contact the local S&C representative for proper return material authorization documentation and instructions.

A STORIED
HISTORY



RED HILL

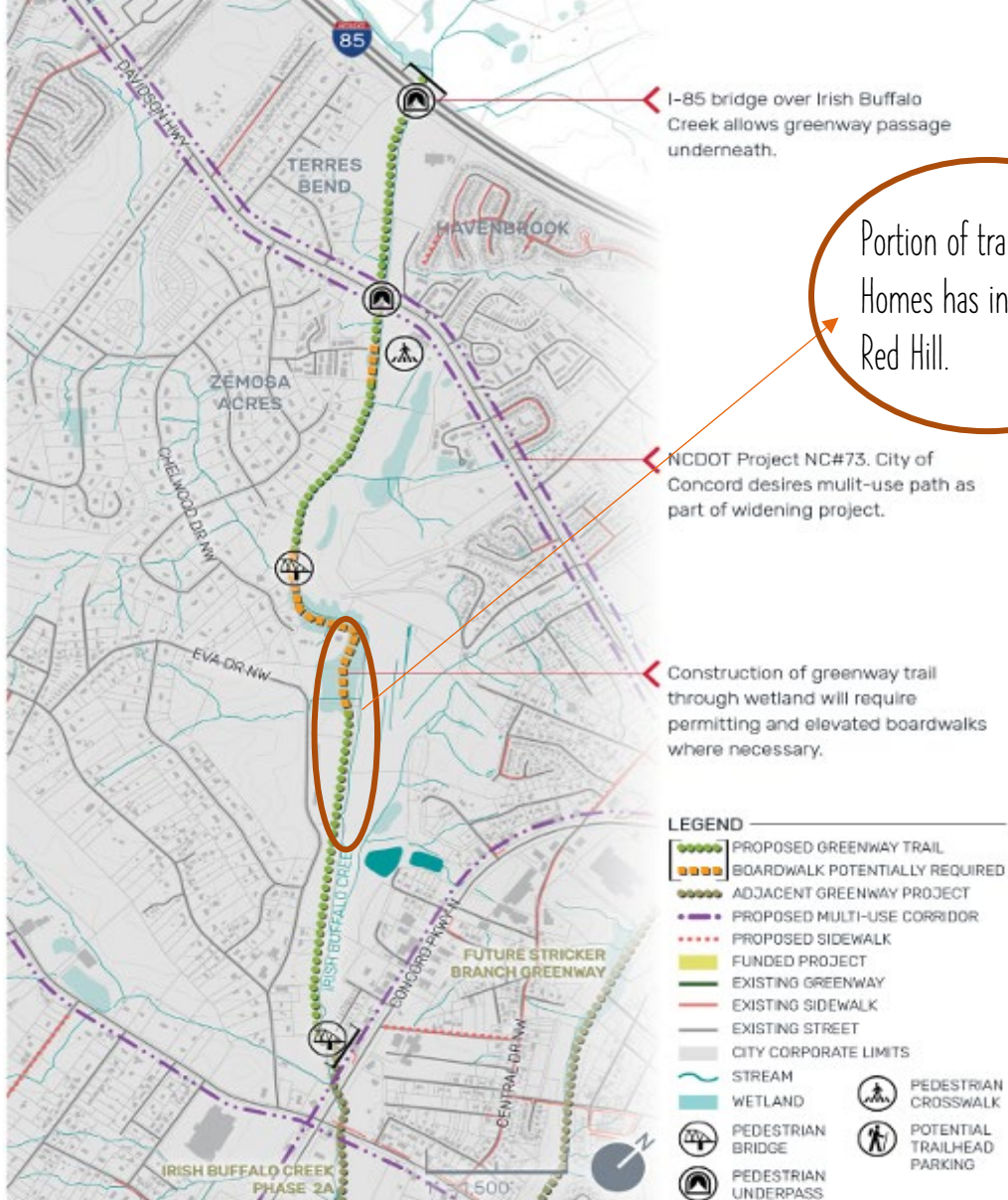
niblock
homes



CAROLINA THREAD TRAIL

Red Hill is in Phase 4 of the Irish Buffalo Creek portion of the Greenway. This section connects Concord Parkway (US-29) at McGill/Poplar Tent Rd to Vietnam Veterans Park in Kannapolis.

OPPORTUNITIES + CHALLENGES > IRISH BUFFALO CREEK PHASE 4



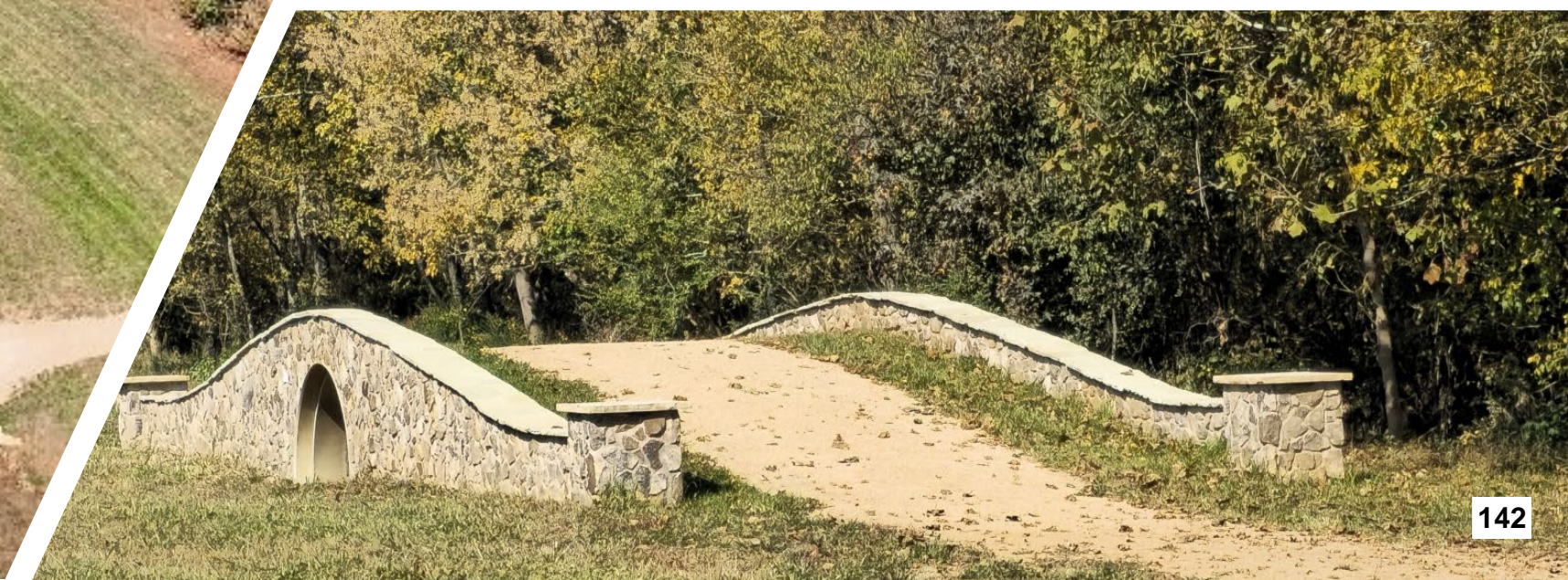
Portion of trail Niblock Homes has installed at Red Hill.

RECOMMENDATIONS

OPPORTUNITIES + CHALLENGES > IRISH BUFFALO CREEK PHASE 2A



RECOMMENDATIONS





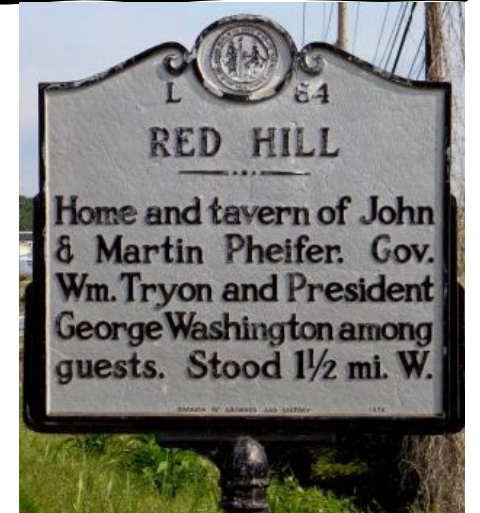


HISTORIC RED HILL

Red Hill has a very special place in the rich history of Concord, Cabarrus County, and even North Carolina. This 455-acre plantation proudly housed two separate landmarks that are deeply connected with our story as a state: the Red Hill Tavern and Phifer Cemetery. Primarily used for agricultural purposes and communal gatherings, this space was also strategically intended to be a buffer between British settlers and Cherokee Native Americans. That made it one of the furthest western points not populated by Native Americans; Concord and Charlotte would have been the first towns they encountered while encroaching on British-held territory. Red Hill holds so much more than just this symbolic significance though – it brings together elements of both cultures in a pivotal way that marks an important moment in our history.

This 455-acre plantation proudly housed two separate landmarks that are deeply connected with our story as a state: the Red Hill Tavern and Phifer Cemetery.

Photograph of “Red Hill” N.C. Historical Highway Marker (#L-84), located in Cabarrus County, North Carolina



The Red Hill Tavern located in what is now known as western Concord. The tavern was destroyed by fire in the twentieth century.



REAR ELEVATION
 SCALE: 1/4" = 1'-0" (34X22)
 SCALE: 1/8" = 1'-0" (17X11)



RIGHT ELEVATION
 SCALE: 1/4" = 1'-0" (34X22)
 SCALE: 1/8" = 1'-0" (17X11)



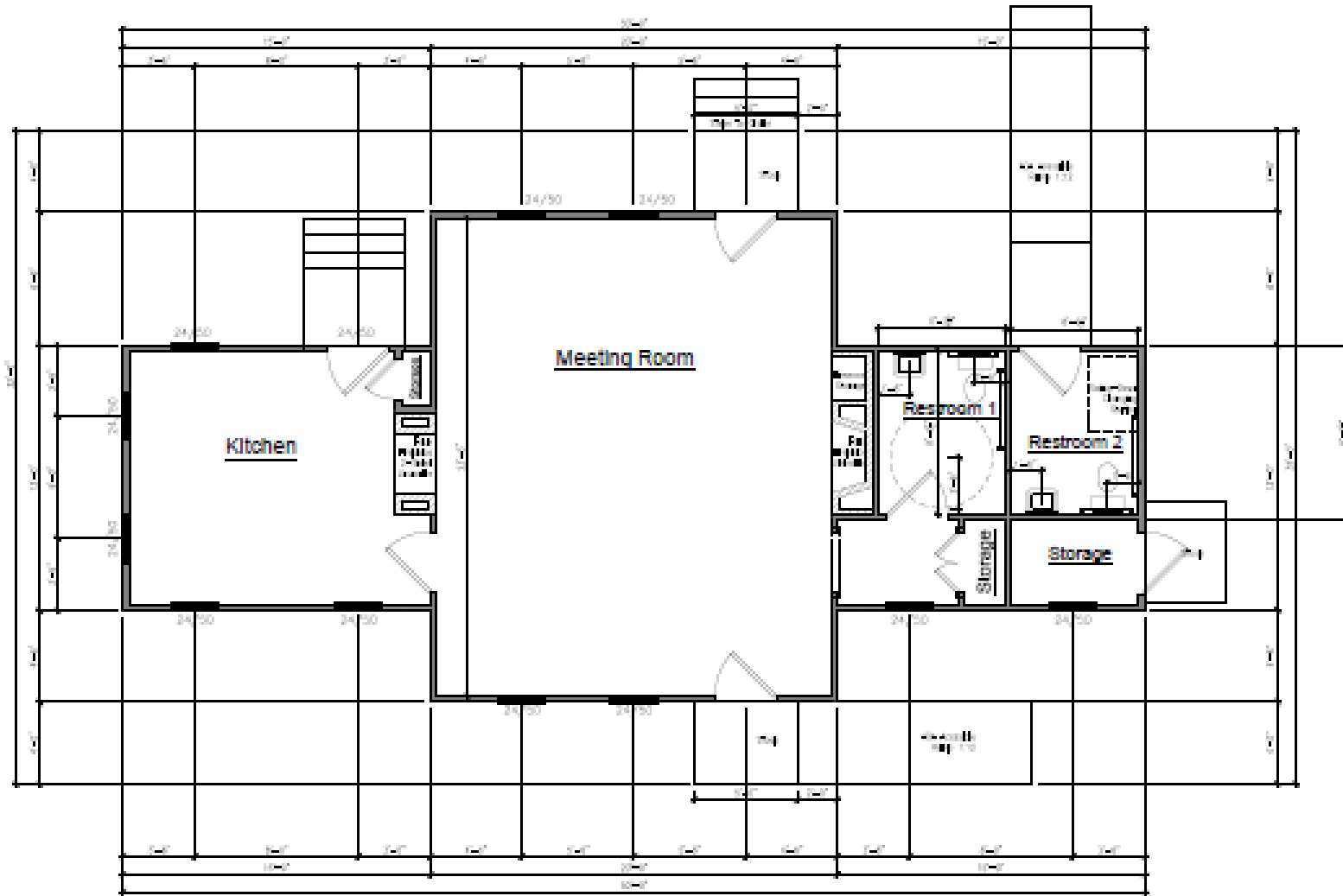
FRONT ELEVATION
 SCALE: 1/4" = 1'-0" (34X22)
 SCALE: 1/8" = 1'-0" (17X11)



LEFT ELEVATION
 SCALE: 1/4" = 1'-0" (34X22)
 SCALE: 1/8" = 1'-0" (17X11)

PROPOSED RED HILL TAVERN BUILDING

Niblock Homes to build a "Red Hill Tavern" as a community room with public bathrooms. This building will be donated to the City of Concord Parks & Rec to be used as it sees fit. We will be seeking additional private funding to supplement the construction cost.



PROPOSED RED HILL TAVERN BUILDING



Map of The Great Wagon Trail stretched from Pennsylvania to Georgia.

GREAT WAGON TRAIL

- Martin Phifer, who was ahead of his time, was granted the plantation in 1759. Knowing the importance of trade routes and understanding the significance of communication, he had the vision to strategically place the Red Hill Tavern along the Great Wagon Road. This road was a lifeline for commerce from Philadelphia to South Carolina. The tavern offered much-needed respite for travelers and soldiers, which meant comfort food, safety, and rest was just around the corner to this weary bunch journeying along their way.

REVOLUTIONARY WAR

“The lands between Charlotte and Salisbury are very fine. Of reddish cast and well-timbered...”

Red Hill played a significant role in the beginning of the American Revolutionary War in 1775. More than four years before this, the call to arms began when British loyalists failed to adhere to initial agreements regarding the land granted to Martin Phifer and levied taxing acts such as the Stamp Act and Sugar Tax. This broke the people's patience and triggered rebellious reactions from Cabarrus County settlers. The men refused to comply, boldly retaliating with an insurrectionary action: blowing up wagons full of gun powder. This rebellion against taxation without representation sparked rage and fervor throughout the County which ultimately echoed through the colonies, leading to the historic Revolution that changed America forever



Conestoga wagons originated in the mid-1700s.

PHIFER CEMETERY

The Phifer Cemetery located off Lucky Drive is a place full of rich history. It's the final resting place for most of the Phifer family, some members of the Winecuff Family, and even several fallen soldiers from the Revolutionary War!

IT'S HISTORY: Local historian brings in ground penetration radar to map out burials at historic Phifer Graveyard

By Adam Thompson/ athompson@independenttribune.com Nov 5, 2019 Updated Nov 5, 2019



The Phifer family, and other significant local families, are buried in a plot of land, called the Phifer

Graveyard, near where the plantation was once situated.

Photo by Adam Thompson

CONCORD – Martin Phifer Sr. was a prominent figure in Cabarrus County.

He was a colonial leader and served in the general assembly under Gov. William Tryon, and was one of the signers of the Mecklenburg Declaration of Independence.

Phifer, a Swiss immigrant, purchased 455 acres of land in Concord, known as Red Hill Plantation, in 1759 from Governor Arthur Dobbs.

The plantation, located on Lucky Drive near Poplar Tent road, housed many important guests in the 1700s, including Tryon and President George Washington.

The Phifer family, and other significant local families, are buried in a plot of land, called the Phifer Graveyard, near where the plantation was once situated.

For the past several years, a group of local historians have dedicated time and efforts toward preserving and protecting the Phifer Graveyard.

“This has been a very historic place for a long time,” said Bill Hallman, president of the 1767 Phifer Preservation, Inc. “We are conscientious about what we are doing to preserve history here in Cabarrus County. I think this is probably the most historic spot in all of Cabarrus County, right here in the Phifer Graveyard and where the Phifer Inn was.”

1767 Phifer Preservation, Inc. received a local grant to help preserve the graveyard.

With that, the group hired Keith Seramur, from Seramur & Associates out of Boone, to provide ground penetration radar (GPR) which was used to map the entire graveyard, including areas outside of the existing graveyard walls where enslaved peoples' graves are believed to exist, although unmarked.

On Friday, Nov. 1 and Saturday, Nov. 2, Seramur used his GPR technology to indicate the presence of diffractors buried beneath the surface associated with human burials.

“These graves from the 1700s there probably isn’t anything left in the grave, but what we can see is the disturbed soil in a grave shaft,” Seramur said. “What we are looking for is the difference between undisturbed soil and soil in the disturbed soil in the grave shaft. We can also get a nice reflection off the bottom of the grave shaft because the bottom of the grave shaft is a nice hard reflector.”



The 1767 Phifer Preservation, Inc. received a local grant to help preserve the graveyard.

Photo by Adam Thompson

Phifer’s sons – John, Caleb and Martin Jr. – are buried in the graveyard, as well former state Senator David Long and his decedents, the Winecoff family and many other relatives of the Phifers.

Before the survey, there were nearly 60 known people buried in the graveyard.

Seramur marked each burial with a white flag.

“We knew there were other burials in there,” Hallman said. “There are 56 or 57 names on the list, but we knew there were others buried there too. We knew we needed a ground penetrating radar company to come in and be able to survey and map out where all the graves are.”

Hallman said that around 2011 is when he started expressing interest in the graveyard, after he met with the local Sons of American Revolution group, who took it upon themselves to start clearing off the graveyard.

Hallman attended many of the group’s gatherings, and did massive amounts of research and working to do his part of the preservation.

In 2018, Hallman became president of the 1767 Phifer Preservation Inc., which now includes a vice president, secretary, treasurer and four board members.

“Somebody needed to make sure that the graveyard was taken care of, because if not, it’s going to revert back to the land,” Hallman said.

The 1767 Phifer Preservation Inc. has also become a 501 (c) (3) non-profit and accepts donations to put into preserving the land.

“Lots of things have happened here in Cabarrus County because of the Phifer family,” Hallman said. “That’s why the Phifer Graveyard is so important to preserve, protect and defend.”

https://www.independenttribune.com/cit/it-s-history-local-historian-brings-in-ground-penetration-radar/article_098852bb-db6f-5077-827a-4754174ee983.html

CABARRUS BLACK BOYS

- The Cabarrus Black Boys were nine young men from Rowan and Mecklenburg (later Cabarrus) Counties who took part in an infamous raid against a royal governmental military convoy during the Regulator Movement in North Carolina in the years before the American Revolution. On 9 May 1771 Gen. Hugh Waddell left Salisbury en route to Hillsborough to assist Governor William Tryon in quelling the Regulator uprising. After crossing the Yadkin River, Waddell's militia encountered a numerically superior body of Regulators and began to fall back to Salisbury. A small band of Regulators, disguised as Indians, attacked a convoy that was carrying gunpowder from South Carolina to Waddell. The group burned two powder wagons as well as destroyed some blankets, leggings, kettles, and other supplies.
- The men involved in this episode were either blackened by their Indian disguises or by the powder as they emptied it from kegs, and the name "Black Boys of Cabarrus" was applied to them at a later time. By a proclamation of 11 June 1771, Tryon offered amnesty to certain categories of Regulators, but this did not apply to those who were involved in blowing up Waddell's gunpowder. James Ashmore, who lived near the site, swore under oath that the Cabarrus Black Boys, in addition to himself, were Robert Caruthers, Benjamin Cockran, Robert Davis, Joshua Hadley, James White Jr., John White Jr., William White, and another William White, identified as the "son of the Widow White."



Plaque placed by the Daughters of the American Revolution. Image from the North Carolina Museum of History.

MEADOWVIEW SCHOOL

The Historic Cabarrus Association found a small shed that they later learned was a former schoolhouse for descendants of slaves

Historians believe it may be tied to the Rosenwald Schools, funded by philanthropist and Sears president Julius Rosenwald

It has been dismantled piece by piece and is stored until it has a permanent home



LONG-LOST PIECE OF HISTORY: EARLY 19TH CENTURY AFRICAN AMERICAN SCHOOLHOUSE FOUND

CONCORD, N.C. — Following the abolition of slavery, a Jewish philanthropist learned African Americans had little access to education. So, he built more than 5,000 schools across the South.

Now, historians in Concord believe they've found the last-standing school in the county, and they're working to preserve it.

Ashley Sedlak-Propst said she remembers when she fell in love with history as a little girl. It all started on a family trip to the Biltmore Estate in Asheville, North Carolina.

"I ducked beneath the red velvet rope in the library and took a running jump for the books," Sedlak-Propst said. "I didn't want to be on the wrong side of the velvet rope."

Now, she serves as the executive director of the Historic Cabarrus Association, focusing on history and race relations in America.

In 2016, Sedlak-Propst created an exhibition on the historic Rosenwald Schools. The schools were created in the early 1900s by the president of retailer Sears and Roebuck, Julius Rosenwald.

"He was distraught by the fact that a lot of African American students did not have proper means of education," Sedlak-Propst said.

Along with activist and educator Booker T. Washington, Rosenwald funded over 5,000 schools across the South for descendants of slaves. According to the North Carolina Department of Natural and Cultural Resources, the duo built the most number of schools in North Carolina.

"I knew from my research that I had done there were 10 Rosenwald schools in Cabarrus County," Sedlak-Propst said.

So she traveled around the county searching for one of the schools in particular, the Meadow View School, but with no luck.

"There was nothing there, so I just kind of gave up hope of ever finding one still standing," she said.

Sedlak-Propst said when schools were integrated, Meadow View School was abandoned, meaning it was possible that the school could have been demolished.

She says she gave up hope until she met the Motley family.

"We came out on her request ... to see ways the Historic Cabarrus Association could save [a] structure," Sedlak-Propst said.

And while they were there, they noticed a small shed in the yard.

"I said, 'what's that building over there?' And that's the moment when Ms. Motley told us, 'Oh that is one of the old Black school houses,'" Sedlak-Propst remembered.

The Motley family bought the school from the Board of Education in the 1950s and moved it from its original location.

"It had been in that spot all those years ago when I was looking for the Rosenwald Schools of Cabarrus County," she said.

Sedlak-Propst said the building is architecturally similar to the Rosenwald designs, with ceiling to floor windows, allowing light to flow in and facing a certain direction.

She says they'll need proper documentation to determine if it is a Rosenwald School. Regardless of whether it's a Rosenwald school, it's a piece of history worth preserving.

"This is a way to help tell their story and save their story so they can show it to their kids and their grandkids and their story can be told perpetually," she said.

For the next three weeks, Foxx Contracting will take apart and catalog the school.

According to the Mayor of Concord, the school will be held in storage for the time being.

PROPOSED MEADOWVIEW SCHOOL BUILDING

Niblock Homes in conjunction with Historic Cabarrus hopes to reconstruct the Meadowview School Building using as much original material as possible. We will be seeking additional private funding for the reconstruction.



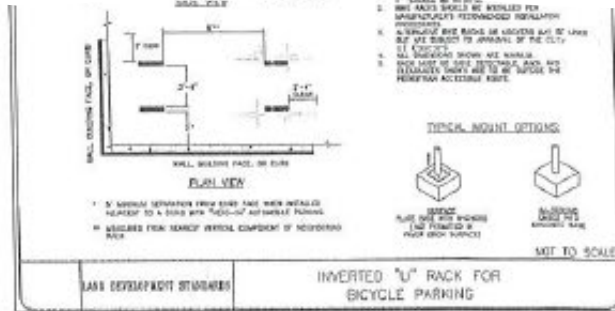
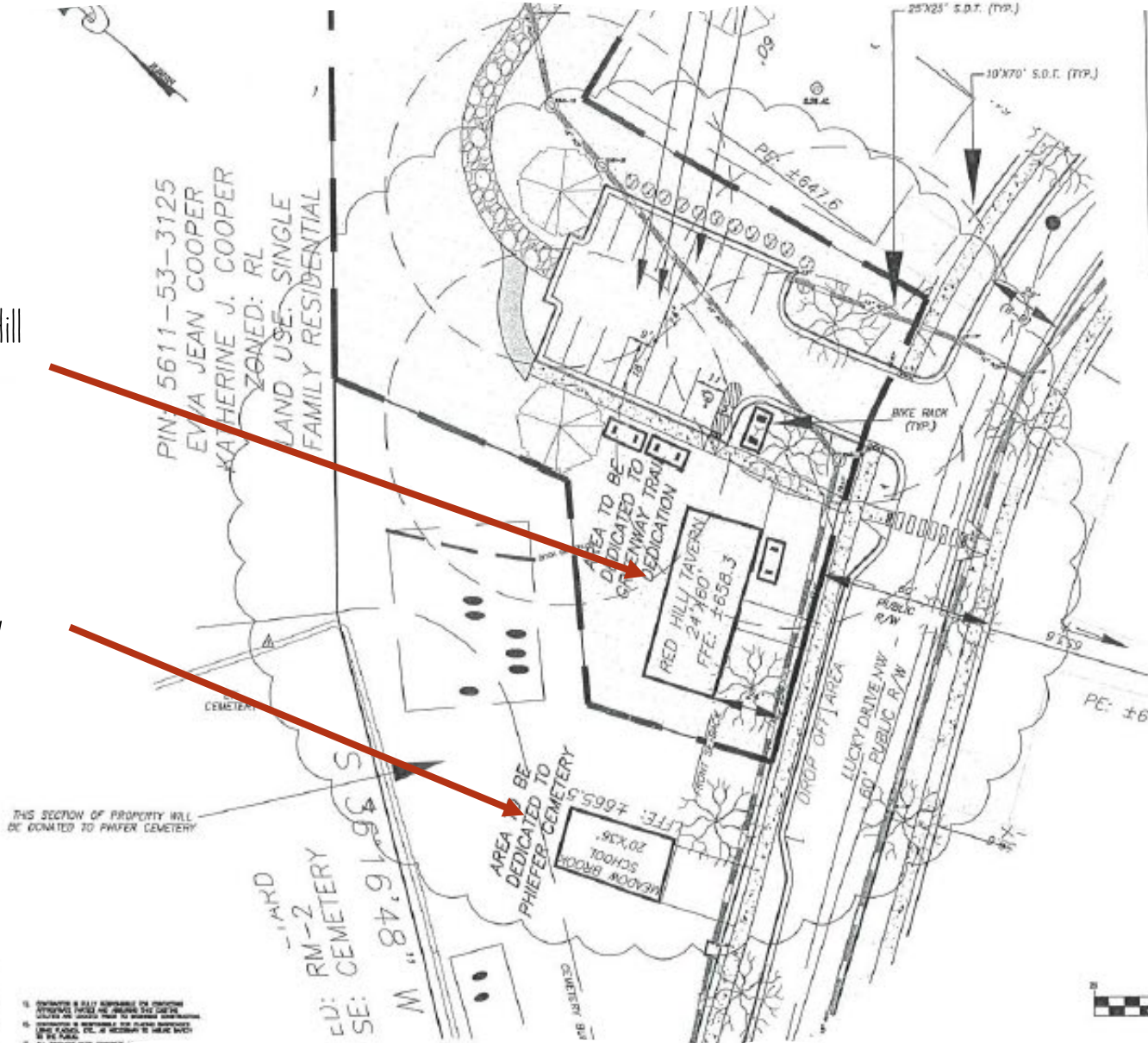
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 NIBLOCK HOMES
 759 Concord Parkway North
 Concord, NC 28027
 Phone: (704) 784-3918
 Fax: (704) 784-3720

Meadowview School
 Concord, NC

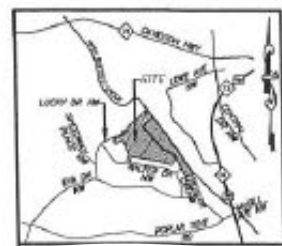
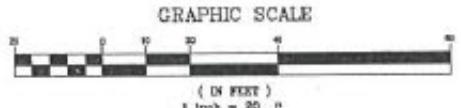
DATE: 11-30-2023
 PLAN: Meadowview School
 DRAWN BY: BL
 ESTIMATED BY: AK
 CHECKED BY: MN

Future Red Hill Tavern Site

Future Meadowview School Site



- LANDSCAPE NOTES:**
- FOR LOTS WITH MORE THAN 10 SPACES, ONE (1) SHADE TREE OR TWO (2) ORNAMENTAL TREES AND EIGHT (8) SHRUBS SHALL BE REQUIRED PER 10 PARKING SPACES.
 - LOCATION OF TREE SHALL BE SPACED IN SUCH A MANNER THAT NO PARKING SPACE IS MORE THAN 60' FROM A TREE.
- PARKING NOTES:**
- REQUIRED PARKING SPACES: 1440 SF / 300 SF, 3 PARKING SPACES
 - REQUIRED ACCESSIBLE PARKING: 1 BAY ACCESSIBLE SPACE
 - REQUIRED: 14 - STRAIGHT PARKING SPACES (SAY)
 - PROVIDED: 1 - BAY ACCESSIBLE SPACE



ISSUED FOR CONSTRUCTION	
NBLOCK HOMES, LLC 159 CONCORD PARKWAY NORTH SUITE 20 CONCORD, NC 28027 PHONE: (704) 785-4813 WWW.NBLOCKHOMES.COM	
RED HILL SUBDIVISION	SITE PLAN - PARKING LOT
LUCKY DRIVE NW CONCORD, NC 28027	
REVISIONS REV. NO. 1: 5/12/2021 PARKING LOT LOTS 15-16 REMOVED	
PROJECT NO. 2019-09 SCALE: 1/8" = 1'-0" DRAWN BY: DJR CHECKED BY: JLS DATE: 04/13/21	
SHEET NO.	
C21	



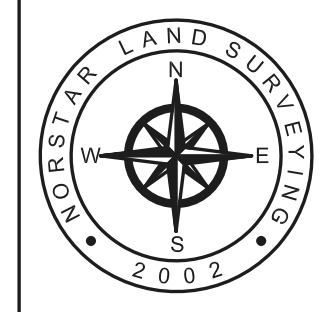
811
 OPERATOR IS SOLELY RESPONSIBLE FOR VERIFYING
 THE LOCATION AND DEPTH OF ALL UTILITIES BEFORE
 ANY EXCAVATION, DRILLING, OR OTHER WORK IS
 PERFORMED. IT IS THE USER'S RESPONSIBILITY TO
 OBTAIN ALL NECESSARY PERMITS AND TO FOLLOW
 ALL LOCAL, STATE, AND FEDERAL REGULATIONS
 REGARDING THE PROTECTION OF UTILITIES.



RED HILL

niblock
homes

- Red Hill is an idyllic location that has played an integral role in the city and county's history. Boasting abundant, vibrant red soil and captivating scenery, Red Hill was even breathtaking enough to attract the attention of George Washington in 1791 when he wrote that "the lands between Charlotte and Salisbury are very fine. Of reddish cast and well-timbered, but very little underwood's". Red Hill's impact on the development of this area is immense – it provided a striking backdrop for important moments in our state's history as well as for today's quiet enjoyment of nature. While visiting Red Hill, you can feel the connection to our past and be inspired to pass along its legacy to future generations. Red Hill is a reminder of an incredible journey that Concord and Cabarrus County have undertaken over time – it is a treasure waiting to be discovered!

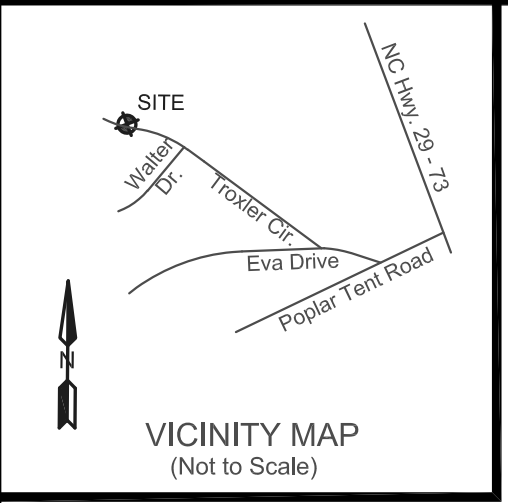
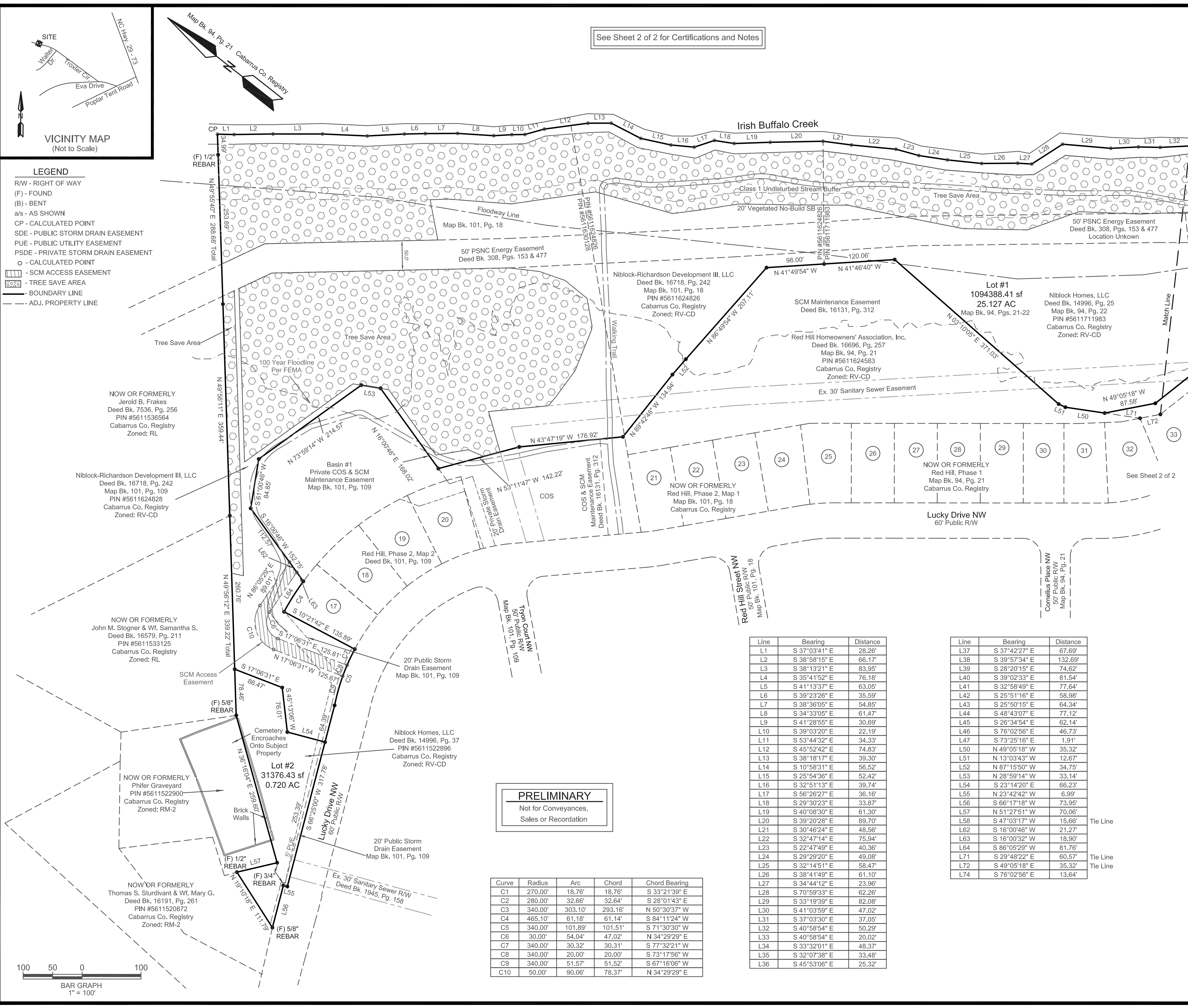


NORSTAR LAND SURVEYING, INC.
552-B Newell Street NW
Concord, NC 28025
Ph 704 721 6651
Fax 704 721 6653
Firm Lic. # C-2294

Red Hill Subdivision
Township No. 2 Cabarrus County, NC
GREENWAY DEDICATION

DATE	June 24, 2022
SCALE	1" = 100'
NLS NO.	21065
DRAWN BY	S. Kimrey
CHECKED BY	S. Dyer
BY	
REVISION	
DATE	

See Sheet 2 of 2 for Certifications and Notes



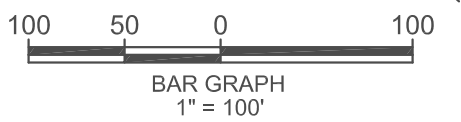
- LEGEND**
- R/W - RIGHT OF WAY
 - (F) - FOUND
 - (B) - BENT
 - a/s - AS SHOWN
 - CP - CALCULATED POINT
 - SDE - PUBLIC STORM DRAIN EASEMENT
 - PUE - PUBLIC UTILITY EASEMENT
 - PSDE - PRIVATE STORM DRAIN EASEMENT
 - o - CALCULATED POINT
 - [Hatched Box] - SCM ACCESS EASEMENT
 - [Dotted Box] - TREE SAVE AREA
 - BOUNDARY LINE
 - - - ADJ. PROPERTY LINE

PRELIMINARY
Not for Conveyances,
Sales or Recordation

Curve	Radius	Arc	Chord	Chord Bearing
C1	270.00'	18.76'	18.76'	S 33°21'39" E
C2	280.00'	32.66'	32.64'	S 28°01'43" E
C3	340.00'	303.10'	293.16'	N 50°30'37" W
C4	465.10'	61.18'	61.14'	S 84°11'24" W
C5	340.00'	101.89'	101.51'	S 71°30'30" W
C6	30.00'	54.04'	47.02'	N 34°29'29" E
C7	340.00'	30.32'	30.31'	S 77°32'21" W
C8	340.00'	20.00'	20.00'	S 73°17'56" W
C9	340.00'	51.57'	51.52'	S 67°16'06" W
C10	50.00'	90.06'	78.37'	N 34°29'29" E

Line	Bearing	Distance
L1	S 37°03'41" E	28.26'
L2	S 38°58'15" E	66.17'
L3	S 38°13'21" E	83.95'
L4	S 35°41'52" E	76.18'
L5	S 41°13'37" E	63.05'
L6	S 39°23'26" E	35.59'
L7	S 38°36'05" E	54.85'
L8	S 34°33'05" E	61.47'
L9	S 41°28'55" E	30.69'
L10	S 39°03'20" E	22.19'
L11	S 53°44'32" E	34.33'
L12	S 45°52'42" E	74.83'
L13	S 38°18'17" E	39.30'
L14	S 10°58'31" E	56.52'
L15	S 25°54'36" E	52.42'
L16	S 32°5'13" E	39.74'
L17	S 56°26'27" E	36.16'
L18	S 29°30'23" E	33.87'
L19	S 40°08'30" E	61.30'
L20	S 39°20'28" E	89.70'
L21	S 30°46'24" E	48.56'
L22	S 32°47'14" E	75.94'
L23	S 22°47'49" E	40.36'
L24	S 29°29'20" E	49.08'
L25	S 32°14'51" E	58.47'
L26	S 38°41'49" E	61.10'
L27	S 34°44'12" E	23.96'
L28	S 70°59'33" E	62.26'
L29	S 33°19'39" E	82.08'
L30	S 41°03'59" E	47.02'
L31	S 37°03'30" E	37.05'
L32	S 40°58'54" E	50.29'
L33	S 40°58'54" E	20.02'
L34	S 33°32'01" E	48.37'
L35	S 32°07'38" E	33.48'
L36	S 45°53'06" E	25.32'

Line	Bearing	Distance
L37	S 37°42'27" E	67.69'
L38	S 39°57'34" E	132.69'
L39	S 28°20'15" E	74.62'
L40	S 39°02'33" E	81.54'
L41	S 32°58'49" E	77.64'
L42	S 25°51'16" E	58.98'
L43	S 25°50'15" E	64.34'
L44	S 48°43'07" E	77.12'
L45	S 26°34'54" E	62.14'
L46	S 76°02'56" E	46.73'
L47	S 73°25'16" E	1.91'
L50	N 49°05'18" W	35.32'
L51	N 13°03'43" W	12.67'
L52	N 87°15'50" W	34.75'
L53	N 28°59'14" W	33.14'
L54	S 23°14'20" E	66.23'
L55	N 23°42'42" W	6.99'
L56	S 66°17'18" W	73.95'
L57	N 51°27'51" W	70.06'
L58	S 47°03'17" W	15.66'
L62	S 16°00'46" W	21.27'
L63	S 16°00'32" W	18.90'
L64	S 86°05'29" W	81.76'
L71	S 29°48'22" E	60.57'
L72	S 49°05'18" E	35.32'
L74	S 76°02'56" E	13.64'



Certificate of Ownership and Offer of Dedication

I hereby certify that I am the owner of the property shown and described hereon, which is located in the subdivision jurisdiction of the City of Concord, and that I hereby submit this plan of subdivision with my free consent, establish minimum building setback lines, and dedicate to public use all areas shown on this plat as streets, sidewalks, greenways, rights of way, easements, and/or open space and/or parks, except any of those uses specifically indicated as private, and I further dedicate all sanitary sewer, stormwater drainage and water lines that are located in any public utility easement or right of way and certify that I will maintain all such areas until accepted by the City of Concord, and further that I hereby guarantee that I will correct defects or failure of improvements in such area for a period of one year commencing after final acceptance of required improvements. Any streets indicated as private shall be open to public use, but shall be privately maintained. Said dedication shall be irrevocable provided dedications of easements for storm drainage, whether indicated as private or public, are not made to the City of Concord but are irrevocably made to the subsequent owners of any and all properties shown hereon for their use and benefit unless specifically designated a drainage easement to the City of Concord.

See Sheet 1 of 2 for Line and Curve Tables

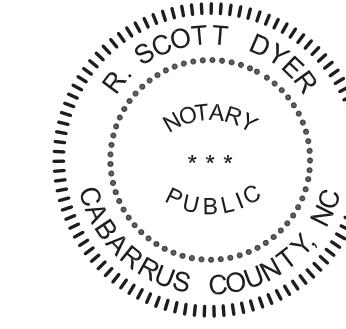
Plat Review Officers Certificate

State of North Carolina County of Cabarrus

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

Review Officer _____ Date _____

Owner _____ Date _____

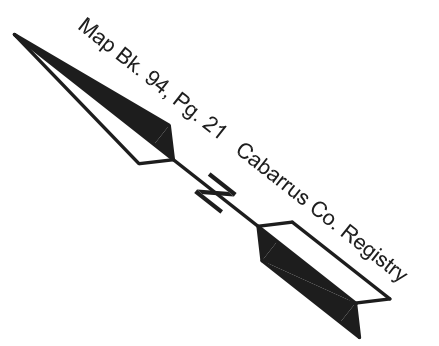
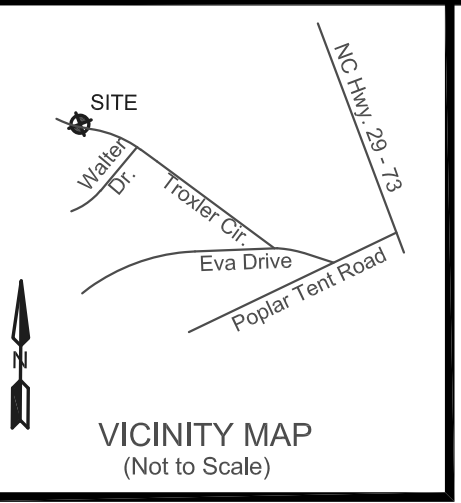


North Carolina Cabarrus County

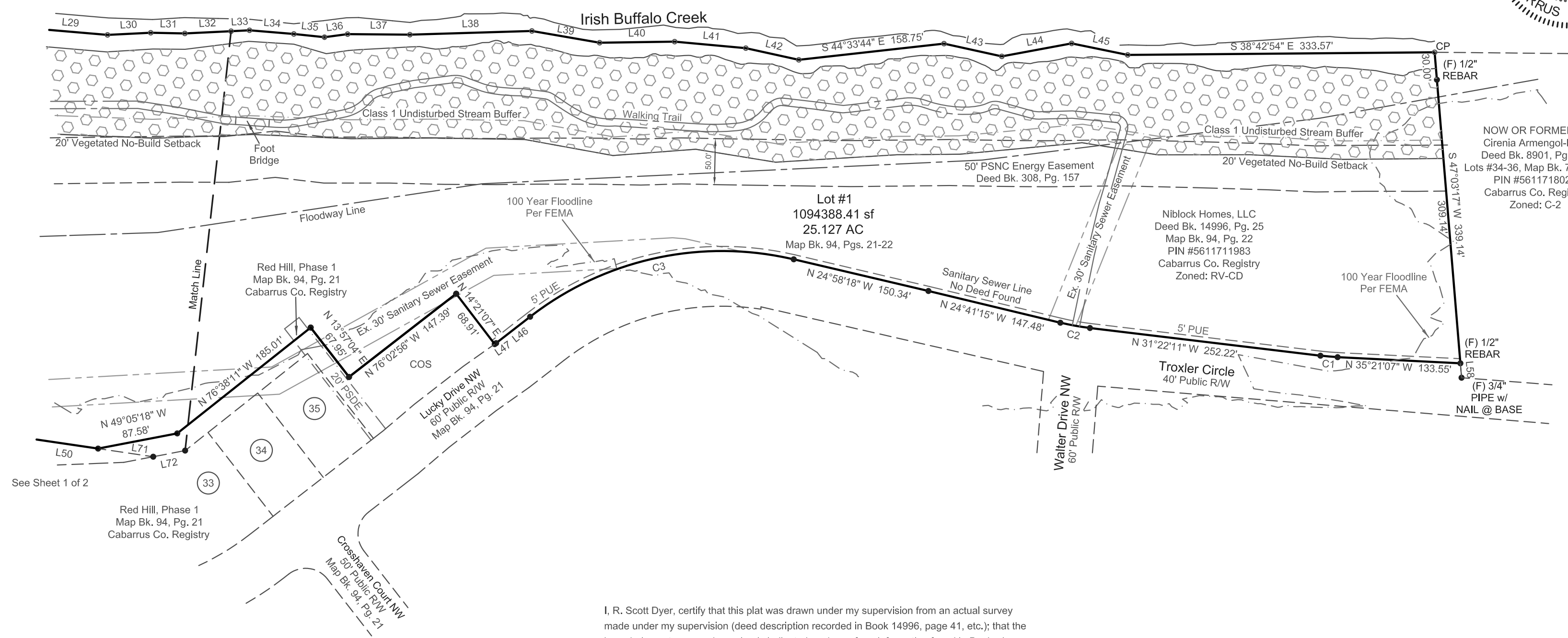
I, R. Scott Dyer, a Notary Public for said county and state, do hereby certify that _____ personally appeared before me this day and acknowledged the due execution of the foregoing instrument.

Witness my hand and official seal this the _____ day of _____, 2024.

R. Scott Dyer, Notary Public
My commission expires 11/01/2026.



- LEGEND**
- R/W - RIGHT OF WAY
 - (F) - FOUND
 - (B) - BENT
 - a/s - AS SHOWN
 - CP - CALCULATED POINT
 - SDE - PUBLIC STORM DRAIN EASEMENT
 - PUE - PUBLIC UTILITY EASEMENT
 - PSDE - PRIVATE STORM DRAIN EASEMENT
 - o - CALCULATED POINT
 - [Pattern] - LANDSCAPE & MAILBOX EASEMENT
 - [Pattern] - SCM ACCESS EASEMENT
 - [Pattern] - TREE SAVE AREA
 - BOUNDARY LINE
 - ADJ. PROPERTY LINE



See Sheet 1 of 2

I, R. Scott Dyer, certify that this plat was drawn under my supervision from an actual survey made under my supervision (deed description recorded in Book 14996, page 41, etc.); that the boundaries not surveyed are clearly indicated as drawn from information found in Book a/s, page a/s; that the ratio of precision as calculated exceeds 1:10,000; that this plat was prepared in accordance with G.S. 47-30 as amended. Witness my original signature, registration number and seal this 24th day of October, A.D., 2024.

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

PRELIMINARY
Not for Conveyances,
Sales or Recordation

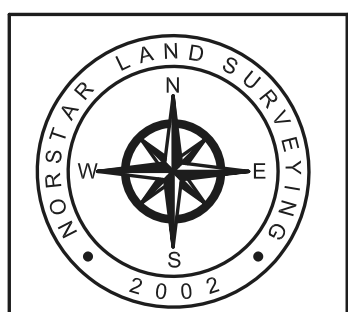
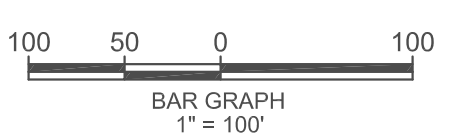
- NOTES:**
- * Deed Reference - Deed Bk. 14996, Pg. 41 Niblock Homes, LLC
Dated: March 12, 2021 Recorded in Cabarrus Co. Registry
 - * Deed Reference - Deed Bk. 16718, Pg. 242 Niblock-Richardson Development III, LLC
Dated: November 15, 2023 Recorded in Cabarrus Co. Registry
 - * A portion of the subject property is located within a 100 year flood plain area per Community Flood Panel #3710561100 K, dated November 16, 2018.
 - * Map Reference - Red Hill, Phase 1 Dated June 14, 2022
Map Bk. 94, Pg. 21 Recorded in Cabarrus Co. Registry
Performed by R. Scott Dyer, PLS
 - * This plat is subject to any rights-of-way, easements or agreements of record.
 - * 1/2" rebar found at all corners unless otherwise noted.
 - * Part of PIN #5611630128 & 5611624826 & 5611711983

Certificate of Exemption Plat Approval

I hereby certify that the proposed subdivision is exempt from the City of Concord subdivision ordinance and that the resulting lots meet the minimum standards of the Concord Development Ordinance.

Director of Planning and Neighborhood Development or Designee Date _____

R. Scott Dyer, PLS #4444



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

DATE	REVISION	BY

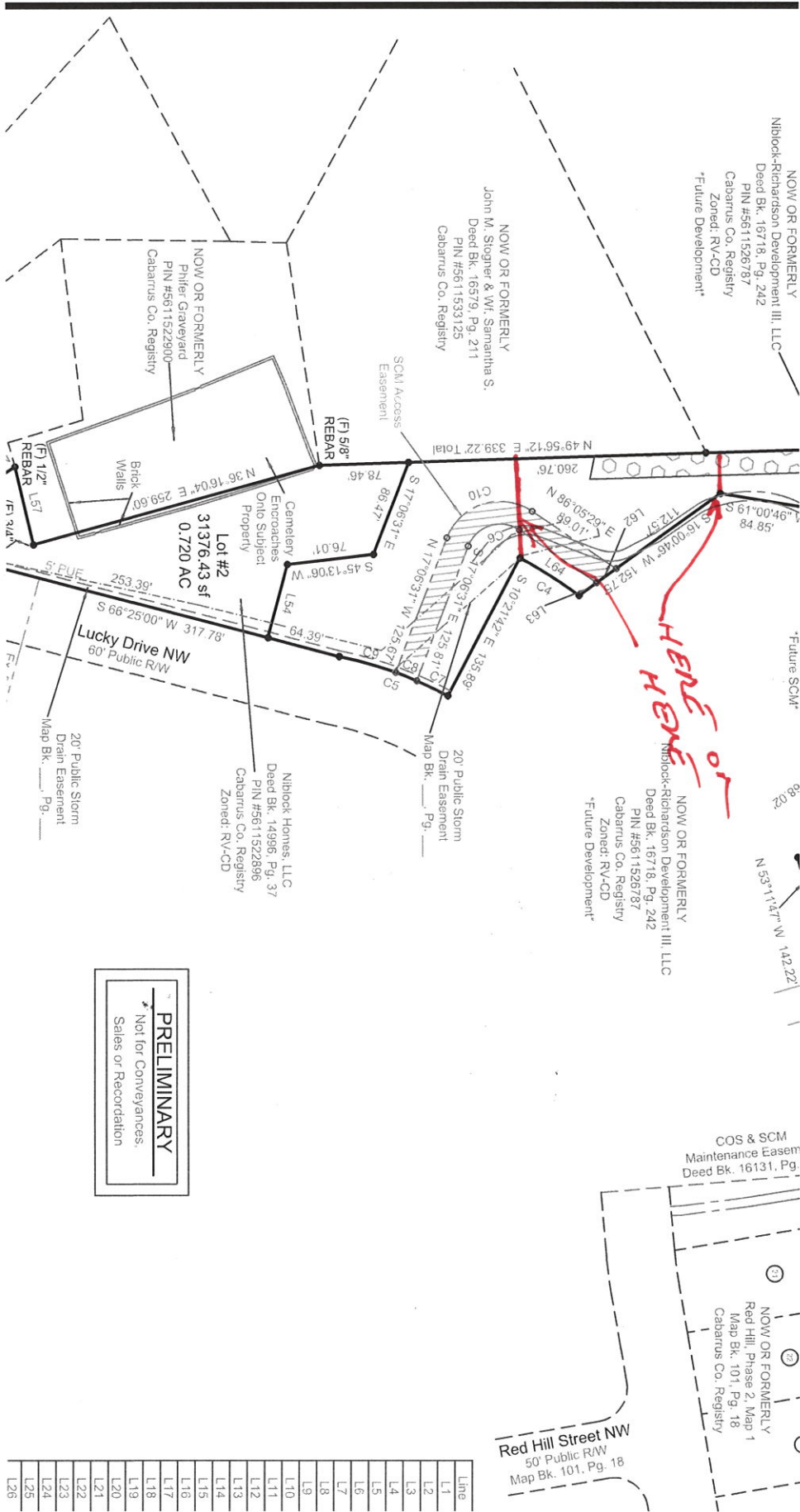
Owner: Niblock-Richardson Dev. III, LLC
759 Concord Pkwy.
Concord, NC 28027

Red Hill Subdivision

City of Concord Township No. 2 Cabarrus County, NC

GREENWAY DEDICATION

DATE	DRAWN BY
June 24, 2022	S. Kimrey
SCALE	CHECKED BY
1" = 100'	S. Dyer
NLS NO.	SHEET
21065	2 OF 2



NOW OR FORMERLY
 Niblock-Richardson Development III, LLC
 Deed Bk. 16718, Pg. 242
 PIN #5611526787
 Cabarrus Co. Registry
 Zoned: RV-CD
 Future Development

NOW OR FORMERLY
 John M. Slogner & Wf. Samantha S.
 Deed Bk. 16579, Pg. 211
 PIN #5611533125
 Cabarrus Co. Registry

NOW OR FORMERLY
 Philter Graveyard
 PIN #5611522900
 Cabarrus Co. Registry

Lot #2
 313,764.43 sf
 0.720 AC

Lucky Drive NW
 60' Public R/W

NOW OR FORMERLY
 Niblock-Richardson Development III, LLC
 Deed Bk. 16718, Pg. 242
 PIN #5611526787
 Cabarrus Co. Registry
 Zoned: RV-CD
 Future Development

Niblock Homes, LLC
 Deed Bk. 14996, Pg. 37
 PIN #5611522896
 Cabarrus Co. Registry
 Zoned: RV-CD

COS & SCM
 Maintenance Easem
 Deed Bk. 16131, Pg.

Red Hill Street NW
 50' Public R/W
 Map Bk. 101, Pg. 18

NOW OR FORMERLY
 Red Hill, Phase 2, Map 1
 Map Bk. 101, Pg. 18
 Cabarrus Co. Registry

PRELIMINARY
 Not for Conveyances,
 Sales or Recordation

Line	
L1	
L2	
L3	
L4	
L5	
L6	
L7	
L8	
L9	
L10	
L11	
L12	
L13	
L14	
L15	
L16	
L17	
L18	
L19	
L20	
L21	
L22	
L23	
L24	
L25	
L26	

Prepared By and Return To:
LAW OFFICES OF ROBERT M. CRITZ, P.A.
PO Box 745, Concord, NC 28026-0745
File No. 27179-C (Phase 1) and 28713-C (Phase 2)

NORTH CAROLINA

**RELEASE OF COVENANTS, CONDITIONS,
AND RESTRICTIONS OF RED HILL**

CABARRUS COUNTY

THIS RELEASE OF COVENANTS, CONDITIONS AND RESTRICTIONS ("Release") is made effective the _____ day of November, 2024, by **NIBLOCK HOMES, LLC**, a North Carolina limited liability company, referred to in this instrument as the "**Declarant**".

W I T N E S S E T H : That - -

WHEREAS, the Declarant has heretofore caused to be recorded that certain Declaration of Covenants, Conditions and Restrictions of Red Hill, dated April 6, 2023, recorded in Book 16438, Page 86, Cabarrus County Registry (the "**Declaration**"), supplemented by that Supplemental Declaration recorded in Book 17036, Page 158, Cabarrus County Registry (the "**Supplemental Declaration**") and by that Second Supplemental Declaration recorded in Book 17119, Page 160, Cabarrus County Registry (the "**Second Supplemental Declaration**"); and

WHEREAS, the Supplemental Declaration brought within the scheme of the Declaration all property shown on the map of Red Hill, Phase 2, Map 1, recorded in Map Book 101, Pages 17 and 18, Cabarrus County Registry ("**Red Hill, Phase 2, Map 1**"); and

WHEREAS, the Declarant desires to donate and convey to the City of Concord approximately 25.127 acres to be used for recreational and educational purposes by the citizens of Concord (the “**Donated Property**”); and

WHEREAS, the Donated Property shall be comprised of Cabarrus County PIN 5611-71-1983, part of PIN 5611-62-4826, and PIN 5611-63-0128, which is identified as “**COS**”, “**Greenway**” and/or “**Public Active COS**”, on the maps of Red Hill recorded in Map Book 94, Pages 21 through 24, Map Book 101, Pages 17 and 18, and Map Book 101, Pages 109, 110, and 111, Cabarrus County Registry; and

WHEREAS, that property identified as “**Area in Greenway & Public Active COS**” containing 2.970 acres, more or less, as shown on Red Hill, Phase 2, Map 1 (the “**2.970 acres Greenway & Public Active COS Tract**”) is a part of the Donated Property; and

WHEREAS, the 2.970 acres Greenway & Public Active COS Tract was inadvertently included in the Property described in the Supplemental Declaration and subjected therein to the Declaration and the covenants, conditions, and restrictions contained therein; and

WHEREAS, pursuant to Article X, Section 4 of the Declaration, during “the Development Period, Declarant shall have the right, in its sole and absolute discretion, without the consent of the Association, any Association Member or any other Owner, to release any portion of the Property then owned by Declarant or Builder from the terms of this Declaration by recording a release in the Office of the Register of Deed of Cabarrus County, North Carolina. After the recordation of such release, the portion of the Property described therein shall not be subject to the terms of this Declaration”; and

WHEREAS, Paragraph 2 of the Supplemental Declaration (pursuant to Article III, Section 2 (e) of the Declaration) specifically reserved in Declarant, during the Development Period, to dedicate or transfer a part of the Common Area to the City of Concord or a related public agency for public use as a trail, recreation area, park, and/or open space (and related improvements) to include, but not be limited to, that tract identified as “**Area in Greenway & Public Active COS**” containing 2.970 acres, more or less, as shown on Red Hill, Phase 2, Map 1 (the “**2.970 acres Greenway & Public Active COS Tract**”); and

WHEREAS, Declarant is the owner of the 2.970 acres Greenway & Public Active COS Tract; and

WHEREAS, Declarant now wishes to release the 2.970 acres Greenway & Public Active COS Tract from the scheme of the Declaration and the covenants, conditions, and restrictions contained therein.

NOW, THEREFORE, pursuant to the aforesaid authority and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and for those purposes more specifically set forth herein, the Declarant hereby adopts the following, effective as of the date

hereof:

1. **Released Property.** The Declarant hereby releases and forever discharges from the operation of the Declaration, the Supplemental Declaration and the Second Supplemental Declaration, effective as of the date hereof, certain lands situate in the City of Concord, Cabarrus County, North Carolina, and being more particularly described as follows:

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, and being that 2.970 (129,370.64 square feet), more or less, tract identified as COS of RED HILL, PHASE 2, MAP 1, SHEETS 1 AND 2, inclusive, a map of said property being on file in the Office of the Register of Deeds for Cabarrus County, North Carolina, in Map Book 101, Pages 17, and 18, inclusive, specific reference thereto being hereby made for a more complete description thereof by metes and bounds.

2. But is understood and agreed that this release shall apply only to that real property as described herein, and that the remainder of the real property described in the Declaration, the Supplemental Declaration and the Second Supplemental Declaration shall remain subject to the Declaration, which shall remain in full force and effect.

3. **Joinder of Niblock-Richardson Development III, LLC.** Niblock-Richardson Development III, LLC, a North Carolina limited liability company, as the owner of that property described in Deed recorded in Book 16718, Page 242, Cabarrus County Registry, joins in the execution of this Release for the purpose of consenting hereto and submitting to the provisions, regulations, and general content hereof.

**Remainder of this page left intentionally blank.
Execution pages to follow.**

IN WITNESS WHEREOF the undersigned has caused this Release of Covenants, Conditions and Restrictions of Red Hill to be executed effective the day and year first above written.

DECLARANT:

NIBLOCK HOMES, LLC
a North Carolina limited liability company

By: _____
Lisa F. Koontz, Authorized Signer

NORTH CAROLINA
COUNTY OF CABARRUS

I, Christin Coble, a Notary Public in and for said State and County of Rowan, do hereby certify that **Lisa F. Koontz**, authorized signer for **Niblock Homes, LLC, a North Carolina limited liability company**, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing and annexed instrument for and on behalf of Niblock Homes, LLC, and that her authority to execute and acknowledge said instrument is contained in that CONSENT OF MANAGER OF NIBLOCK HOMES, LLC, TO ACTION WITHOUT MEETING, which is an instrument duly executed and acknowledged, and recorded in Book 16180, Page 185, in the Office of the Register of Deeds for Cabarrus County, North Carolina, and that this instrument was executed under and by virtue of the authority given by said instrument; that the said **Lisa F. Koontz** acknowledged the due execution of the foregoing and annexed instrument for the purpose therein expressed for and on behalf of Niblock Homes, LLC.

Witness my hand and notarial seal, this the _____ day of _____, 2024.

Notary Public

My Commission Expires: 02/17/2028
(Notary Seal)

CONSENT OF NIBLOCK-RICHARDSON DEVELOPMENT III, LLC

NIBLOCK-RICHARDSON DEVELOPMENT III, LLC, a North Carolina limited liability company, as the owner of that property described in Deed recorded in Book 16718, Page 242, Cabarrus County Registry, joins in the execution of this **Release of Covenants, Conditions and Restrictions of Red Hill** for the purpose of consenting hereto and submitting to the provisions, regulations, and general content hereof.

NIBLOCK-RICHARDSON DEVELOPMENT III, LLC,
a North Carolina limited liability company

BY: RICHARDSON PROPERTIES, LLC,
a North Carolina limited liability company, Manager

By: _____
Jae P. Walser, Vice President

NORTH CAROLINA
COUNTY OF GUILFORD

I, Paige M. McCarter, a Notary Public in and for said State and County of Guilford, do hereby certify that **Jae P. Walser** personally appeared before me this day and acknowledged that he is Vice President of **Richardson Properties, LLC, a North Carolina limited liability company, Manager of Niblock-Richardson Development III, LLC, a North Carolina limited liability company**, and that he as Vice President, being authorized to do so, executed the foregoing on behalf of the company.

Witness my hand and notarial seal, this the ____ day of _____, 2024.

Notary Public

My Commission Expires: _____
(Notary Seal)

**NIBLOCK-RICHARDSON DEVELOPMENT III, LLC,
a North Carolina limited liability company**

**BY: NIBLOCK HOMES, LLC,
a North Carolina limited liability company, Manager**

**By: _____
Lisa F. Koontz, Authorized Signer**

**NORTH CAROLINA
COUNTY OF CABARRUS**

I, Christin Coble, a Notary Public in and for said State and County of Rowan, do hereby certify that **Lisa F. Koontz**, authorized signer for **Niblock Homes, LLC, a North Carolina limited liability company, Manager of Niblock-Richardson Development III, LLC, a North Carolina limited liability company**, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing and annexed instrument for and on behalf of Niblock Homes, LLC, Manager of Niblock-Richardson Development III, LLC, and that her authority to execute and acknowledge said instrument is contained in that **CONSENT OF MANAGER OF NIBLOCK HOMES, LLC, TO ACTION WITHOUT MEETING**, which is an instrument duly executed and acknowledged, and recorded in Book 16180, Page 185, in the Office of the Register of Deeds for Cabarrus County, North Carolina, and that this instrument was executed under and by virtue of the authority given by said instrument; that the said **Lisa F. Koontz** acknowledged the due execution of the foregoing and annexed instrument for the purpose therein expressed for and on behalf of Niblock Homes, LLC, Manager of Niblock-Richardson Development III, LLC.

Witness my hand and notarial seal, this the _____ day of _____, 2024.

Notary Public

My Commission Expires: 02/17/2028
(Notary Seal)

CABARRUS COUNTY

MEMORANDUM OF UNDERSTANDING

NORTH CAROLINA

THIS MEMORANDUM OF UNDERSTANDING (the “**Agreement**”) by and between NIBLOCK HOMES, LLC, a North Carolina limited liability company (“**Niblock Homes**”) and the CITY OF CONCORD, a North Carolina municipal corporation (the “**City**”) and is effective as of this _____ day of _____, 2024 (the “**Effective Date**”).

W I T N E S S E T H:

1. Niblock Homes is the developer of Red Hill Subdivision located in the City of Concord, Cabarrus County, North Carolina, which is described in Deeds recorded in Book 14996, Page 37, and Book 14996, Page 41, Cabarrus County Registry.

2. Maps of Red Hill Subdivision are recorded in the Cabarrus County Registry, as follows:

- Red Hill, Phase 1, Sheets 1 through 4, recorded in Map Book 94, Pages 21 through 24, Cabarrus County Registry (“**Red Hill, Phase 1**”).
- Red Hill, Phase 2, Map 1, Sheets 1 and 2, recorded in Map Book 101, Pages 17 and 18, Cabarrus County Registry (“**Red Hill, Phase 2, Map 1**”).
- Red Hill, Phase 2, Map 2, Sheets 1 and 2, recorded in Map Book 101, Pages 109, 110, and 111, Cabarrus County Registry (“**Red Hill, Phase 2, Map 2**”).

3. Red Hill, Phase 1, and Red Hill, Phase 2 are hereinafter collectively referred to as “**Red Hill Subdivision**”.

4. Red Hill Tavern, the home of Martin Pheifer, Jr., was located on the site of Red Hill Subdivision. President George Washington, was the guest of his good friend Mr. Pheifer and dined and spent the night at Red Hill on May 29, 1791. The historical significance of this event is memorialized by a Highway Marker located on Concord Parkway.

5. Niblock Homes desires to donate and convey to the City certain real property more particularly described herein (the “**Property**”) and to construct thereon a replica of the Red Hill Tavern to be used for recreational and educational purposes by the citizens of Concord. Niblock Homes has made improvements to the Property, including, constructing an asphalt covered parking lot, walking trails with a pea gravel surface, and a stone bridge providing access over a stream adjacent to Irish Buffalo Creek. The walking trails are designed to be incorporated into the Irish Buffalo Creek Greenway and the Carolina Thread Trail.

NOW, THEREFORE, subject to and effective upon the execution of this Agreement by the Parties (the “**Effective Date**”), the Parties agree as follows:

1. **Real Property.** The real property to be donated is that 25.127 acres, more or less, tract being Lot #1 of Greenway Dedication of Red Hill Subdivision, said plat to be recorded in the Cabarrus County Register of Deeds (“**Real Property**” or “**Property**”), which is shown on Exhibit A, which is attached hereto and incorporated by reference herein (the “**Greenway Dedication Plat**”). Lot #1 is comprised of Cabarrus County PIN 5611-71-1983 (13.557 acres), part of PIN 5611-62-4826 (2.970 acres), and PIN 5611-63-0128 (8.60 acres).

2. **Closing.** Closing(s) shall mean the date and time of the recording of the Deed(s) (defined below). Niblock Homes shall convey the Property to the City upon recordation of the Greenway Dedication Plat.

3. **Financial Matters.**

A. **Cost of Improvements.** The City of Concord shall have no obligation to make a monetary contribution to the construction of any improvements to the Real Property. Niblock Homes will be responsible for the cost of said improvements. However, Niblock Homes and the City may seek additional funding opportunities from private and public grants.

B. **Donation.** No value has yet been determined for or assigned to the donation of the Property. The City has agreed to cooperate with Niblock Homes in making such a determination and assignment. Niblock Homes may allocate any claim to a charitable donation in any manner that it, in its sole discretion shall determine to be legal and equitable and the City will accommodate any reasonable request for provision of any documentation to reflect such donation in a form reasonably acceptable to Niblock Homes and/or the Internal Revenue Service, such documentation to be provided at the expense of Niblock Homes. Such documentation shall be provided by the City without warranty or other responsibility for the accuracy or appropriateness of said documentation, such warranty and responsibility remaining with Niblock Homes and its consultants.

4. **Conveyance of Property.** Niblock Homes shall donate and convey the Real Property and the City shall accept the Real Property upon the terms set forth herein. Upon delivery of the Deed(s), the City will accept the same and assume all responsibility for the Property thereafter.

Upon approval of this Agreement by City Council, Niblock Homes shall convey to the City that part of Lot #1 of the Greenway Dedication Plat, containing approximately ___ acres, which is not associated with improvement of the Real Property with the Red Hill Tavern (the “**Initial Donated Property**”). After Completion of the Improvements and formal acceptance of the Improvements by City Council, Niblock Homes shall convey the remainder of the Real Property to the City (the “**Tavern Property**”).

5. **Conveyance of Title.** Niblock Homes shall convey title to such of the Real Property at Closing by non-warranty deed(s) (the “**Deed(s)**”), subject to: (a) the lien of ad valorem real property taxes and assessments; (b) all easements, covenants, conditions, restrictions, and other agreements of record encumbering the Real Property; (c) all matters which would be identified on a current and accurate survey or plat of the Real Property; (d) zoning, land use and building laws, regulations and ordinances affecting the Real Property; and (e) all other matters of title.

The conveyance is subject to the following, at or prior to Closing:

- Non-Warranty Deed from Niblock-Richardson Development, III, LLC, a North Carolina limited liability company to Niblock Homes, LLC, for all right, title, and interest, in and to that part of the Property described as PIN 5611-62-4826 and PIN 5611-63-0128.
- Release of the Real Property from Deed of Trust from Niblock-Richardson Development III, LLC, a North Carolina limited liability company, for the benefit of Pinnacle Bank, a Tennessee banking corporation recorded in Book 16718, Page 247, securing a note in the original principal sum of \$5,000,000.00; and
- Release of the Real Property from Financing Statement from Niblock-Richardson

Development III, LLC (Debtor) and Pinnacle Bank, a Tennessee banking corporation (Secured Party), recorded November 15, 2023 at 9:50 AM, File Number 20230140500J, North Carolina Secretary of State.

6. Closing Documents. At Closing, Niblock Homes (the “Grantor”) shall deliver to City:

- (i) a Non-Warranty Deed conveying such of the Real Property (with the legal description referencing the Greenway Dedication plat to be recorded in the Cabarrus County Register of Deeds), in recordable form, and in substantially the same form, as that attached hereto as Exhibit “B”, conveying the Property;
- (ii) a Non-Warranty Deed conveying such of the Real Property (with the legal description referencing the recorded plats of Red Hill Subdivision recorded in Map Book 94, Pages 21, 22, 23 and 24, Map Book 101, Page 17 and 18, and Map Book 101, Pages 109, 110, and 111, Cabarrus County Register of Deeds), in recordable form, and in substantially the same form, as that attached hereto as Exhibit “C”, conveying the Property; and
- (iii) such other documents customarily executed or delivered by a seller in similar transactions, including without limitation, an owner’s affidavit limited to matters occurring during the period of Grantor’s ownership, a non-foreign status affidavit (pursuant to the Foreign Investment in Real Property Tax Act), a 1099 certification, and a settlement statement prepared by Grantor’s counsel. At Closing, City shall execute and deliver City’s counterpart settlement statement and any other counterpart closing documents to which City is a party. The Closing shall be held at such place or in such manner as the parties hereto may mutually agree.

7. Construction of Improvements – Description, Scope and Schedule of Work.

A. Niblock Homes proposes to construct a replica of the Red Hill Tavern and related improvements (the “Improvements”) in the manner and upon the property herein described (a) in accordance with the contract plans and specifications to be approved by the City, which approval shall not be unreasonably withheld (“Plans and Specifications”); (b) in compliance with all laws, regulations, codes and ordinances applicable to the construction of the Improvements; and (c) in a good and workmanlike manner with new good quality materials and components which do not contain hazardous or toxic substances.

B. Niblock Homes shall not be held responsible for, and is hereby released from, all loss, liability or expense incurred by reason of any delay in completion due to inclement weather, fire, storm, acts of God, or other casualty, delays in transportation which were not reasonably foreseeable, strikes, lockouts or other labor disputes affecting either Niblock Homes or any of Niblock Homes’s suppliers of material or labor, delay in issuance of permits, acts of war, emergency proclamation, governmental regulations, and any delay not due to any fault of Niblock Homes.

C. Construction shall begin, at the discretion of Niblock Homes, after receipt by Niblock Homes of all necessary governmental approvals and permits.

D. The construction of the Improvements shall be deemed completed (“Completion”) when (i) the improvements have been completed in accordance with the Plans and Specifications and is broom-clean; and (ii) a Certificate of Occupancy has been issued by the Building Inspections Department of Cabarrus County, North Carolina.

8. Default And Remedies. The City and Niblock Homes waive the right to recover from the other any damages for all consequential, incidentals, punitive, exemplary, emotional distress pain and suffering, lost profits, and depreciation damages. The parties also waive the right to recover from the other any statutory damages such as treble damages.

9. Risk of Loss. Loss or damage to the Property by fire, storm, or other casualty between the date hereof and Completion shall not void or impair this Agreement, but all loss as a result of fire, storm or other casualty to the Improvements (as defined herein) is the responsibility of Niblock Homes.

10. Warranty.

A. Niblock warrants that all work performed under this Agreement shall conform to the Plans and Specifications and will be free of any defect in equipment, material, or design furnished, or workmanship performed by Niblock or any subcontractor or supplier at any tier. This warranty shall continue for a period of one (1) year from the date of issuance of a Certificate of Occupancy for the Improvements.

B. Niblock shall remedy at its expense, any failure to conform, or any defect. In addition, Niblock shall remedy at Niblock's expense any damage to City - owned or controlled real or personal property, when that damage is the result of:

- (1) Niblock's failure to conform to the Plans and Specifications; or
- (2) Any defect of equipment, material, workmanship, or design furnished.

C. Niblock shall restore any work damaged in fulfilling the terms and conditions of this paragraph 10. Niblock's warranty with respect to work repaired or replaced will run for one (1) year from the date of repair or replacement.

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

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

F. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this Agreement, Niblock shall:

- (1) Obtain all warranties that would be given in normal commercial practice;
- (2) Require all warranties to be executed, in writing, for the benefit of the City, if directed to do so by the City; and
- (3) Enforce all warranties for the benefit of the City, if directed to do so by the City.

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

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

11. **Responsibilities of Niblock Homes.** Niblock Homes's duties and rights in connection with said construction are as follows:

A. **Responsibility for and Supervision of Construction.** Niblock Homes shall be solely responsible for all construction under this Agreement, including the techniques, sequences, procedures, and means, and for coordination of all work. It shall supervise and direct the work to be best of its ability, and give all attention necessary for such proper supervision and direction. Niblock Homes agrees to use best efforts to furnish an adequate supply of labor and materials and to generally perform the construction work in an expeditious manner.

B. **Compliance with Construction Laws and Regulations.** Niblock Homes shall comply with all laws and ordinances, and the rules, regulations, or Orders of all public authorities relating to the performance of the work herein described.

12. **Insurance.** Niblock Homes agrees to keep in force, at Niblock Homes's expense, during the entire period of construction of the project, insurance coverage as described herein this paragraph 13. Niblock Homes shall provide a certificate of such insurance coverage to the City within a reasonable time after construction begins.

A. **Niblock Homes's Liability Insurance.** Liability insurance as will protect Niblock Homes for claims, under workers' compensation and other employee benefit laws, for bodily injury and death, and for property damage, that may arise out of the work under this Agreement, whether directly or indirectly by Niblock Homes, or directly or indirectly by a subcontractor. The minimum liability limits of such insurance shall not be less than the limits specified by law for that type of damage claimed.

B. **Property Damage Insurance on Work Site.** Damage insurance on the work at the site to its full insurable value, including the interest of Niblock Homes, and subcontractors, against fire, vandalism, and other perils ordinarily included in extended coverage.

13. **Notices.** All notices and communications required, necessary or desired to be given pursuant to this Agreement, including a change of address for purposes of notice, shall be in writing and shall be deemed effective and given upon personal delivery, or upon receipt or rejection of same if delivered by overnight courier service (such as Federal Express), postage prepaid and addressed as follows:

(i) If to Niblock:

Niblock Homes, LLC
759 Concord Parkway, Suite 20
Concord, North Carolina 28027
Attention: Mr. William T. Niblock
Telephone: 704-634-9756
Email: wniblock@niblockhomes.com

and simultaneously to:

Mary Elizabeth Stewart
Law Offices of Robert M. Critz, P.A.
Physical Address:
33 Church Street, SE
Concord, North Carolina 28025

Mailing Address:
Post Office Box 745
Concord, North Carolina 28026-0745
Telephone: 704-788-2906
Facsimile: 704-788-2865
Email: mes@critzpa.com

(ii) If to the City:

City of Concord
c/o City Manager
Physical Address:
35 Cabarrus Ave. W
Concord, North Carolina 28025

Mailing Address:
P.O. Box 308
Concord, North Carolina 28026-0308

and simultaneously to:

VaLerie Kolczynski, Esq.
City Attorney
Physical Address:
35 Cabarrus Ave. W
Concord, North Carolina 28025

Mailing Address:
P.O. Box 308
Concord, North Carolina 28026-0308
Telephone: 704-920-5118
Email: kolczynv@concordnc.gov

14. Entire Agreement. This Agreement shall constitute the sole and entire agreement among the parties hereto and no modification of this Agreement shall be binding unless in writing and signed by all parties hereto.

15. Applicable Law. This Agreement shall be governed by, construed under and interpreted and enforced in accordance with the laws of the State of North Carolina.

16. "Agreement" Defined. The term "Agreement", as used herein, as well as the terms "herein", "hereof", and the like mean this Agreement in its entirety and all Exhibits attached hereto and made a part hereof. The captions and section headings hereof are for reference and convenience only and do not enter or become a part of the context. All pronouns, singular or plural, masculine, feminine or neuter, shall mean and include the person, entity, firm or corporation to which they relate as the context may require. Wherever the context may require, the singular shall mean and include the plural and the plural shall mean and include the singular. Capitalized terms used in this Agreement shall have the meanings ascribed to them at the point where first defined, irrespective of where their use occurs, with the same effect as if the definitions of such terms were set forth in full and at length every time such terms are used.

17. Exhibits. Each exhibit referred to or otherwise mentioned in this Agreement is attached

to this Agreement and is and shall be construed to be made a part of this Agreement by such reference or other mention at each point at which such reference or other mention occurs, in the same manner and with the same effect as if each exhibit were set forth in full and at length every time it is referred to or otherwise mentioned.

18. Authority/Capacity. Each signatory to this Agreement represents and warrants that he or she has full authority and capacity to sign this Agreement and such instruments as may be necessary to effectuate any transaction contemplated by this Agreement on behalf of himself/herself or of the party for whom he or she signs and that his or her signature binds such party.

19. Severability. If any term, covenant, condition or provision of this Agreement, or the application thereof to any person or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Agreement or the application of such term, covenant, condition or provision to any other person or any other circumstance (other than those as to which it shall be invalid or unenforceable) shall not be thereby affected, and each term, covenant, condition and provision hereof shall remain valid and enforceable to the fullest extent permitted by law.

20. Conduct of the Parties. No conduct or course of action undertaken or performed by the parties shall have the effect, or be deemed to have the effect, of modifying, altering or amending the terms, covenants and conditions of this Agreement. Failure of any party to exercise any power or right given hereunder or to insist upon strict compliance with the terms hereof shall not be, or be deemed to be, a waiver of such party's right to demand exact compliance with the terms of this Agreement.

21. Binding Effect. The terms, covenants and conditions of this Agreement shall be binding upon and shall inure to the benefit of Niblock and City and their respective successors, assigns, heirs and/or legal representatives.

22. Non-Waiver. Failure by any party to complain of any action, non-action or breach of any other party shall not constitute a waiver of any aggrieved party's rights hereunder. Waiver by any party of any right arising from any breach of any other party shall not constitute a waiver of any other right arising from a subsequent breach of the same obligation or for any other default, past, present or future.

23. Rights Cumulative. All rights, remedies, powers and privileges conferred under this Agreement on the parties shall be cumulative of and in addition to, but not restrictive of or in lieu of, those conferred by law.

24. Litigation. In the event any dispute between the parties hereto shall result in litigation, the prevailing party shall be reimbursed for all reasonable costs, in both trial and appellate proceedings, including, but not limited to, reasonable attorney's fees.

25. Counsel. Each party hereto warrants and represents that each party has been afforded the opportunity to be represented by counsel of his choice in connection with the execution of this Agreement and has had ample opportunity to read, review, and understand the provisions of this Agreement.

26. Electronic Signatures. The Parties to this Agreement agree to accept electronic signatures generated using DocuSign as original signatures.

27. Multiple Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, and all such counterparts together shall constitute one and the same instrument. Further, copies of signatures hereto shall constitute originals for all purposes.

28. **Possession.** Possession shall be delivered to the City at Closing.

29. **Non-Discrimination.** In matters of employment, provision of services and contracting, the City and Niblock Homes agree to act without regard to race, color, sex, religion, age, national origin, sexual orientation, or handicapped status.

30. **Termination.** This Agreement shall terminate on the earlier of: (a) issuance of a Certificate of Occupancy for the Improvements; or (b) either party shall have the right to terminate this Agreement upon 60 days' notice to the other party for any reason in its sole discretion.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned has caused this instrument to be signed in its name and its seal to be affirmed hereto by duly authorized authority the date and year first above written.

NIBLOCK HOMES, LLC,
a North Carolina limited liability company

By: _____
William T. Niblock, Authorized Signer

CITY OF CONCORD,
a North Carolina Municipal Corporation

By: _____
Lloyd William Payne, Jr.
City Manager

Attested By:

Kim J. Deason, City Clerk

Date: _____

Approved as to form:

VaLerie Kolczynski, City Attorney

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

Jessica Jones, Finance Director

EXHIBIT "B"

Prepared by and return to:
Law Offices of Robert M. Critz, P.A.
P.O. Box 745
Concord, NC 28026-0745
File No.:
Pin Number: 5611-71-1983, 5611-62-4826, and PIN 5611-63-0128.
Revenue Stamps: None

NO TITLE OPINION RENDERED NOR IMPLIED

NORTH CAROLINA

NON-WARRANTY DEED

CABARRUS COUNTY

THIS NON-WARRANTY DEED is made effective the ____ day of _____, 2024,
by and between:

GRANTOR	GRANTEE
<p align="center">NIBLOCK HOMES, LLC, a North Carolina limited liability company</p> <p align="center">759 Concord Parkway North, Suite 20 Concord, North Carolina 28027</p>	<p align="center">CITY OF CONCORD, a North Carolina municipal corporation</p> <p align="center">P.O. Box 308 Concord, North Carolina 28026-0308</p>

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context. The property, nor any part thereof, is the primary residence of the Grantor.

WITNESSETH:

That the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all Grantor's right, title and interest in and to that certain lot or parcel of land, more particularly described as follows:

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, and being that 25.127 acres (1,104,320.56 square feet), more or less, tract identified as LOT #1 of GREENWAY DEDICATION of RED HILL SUBDIVISION, a map of said property being on file in the Office of the Register of Deeds for Cabarrus County, North Carolina, in Map Book _____, Pages ___ and

_____, specific reference thereto being hereby made for a more complete description thereof by metes and bounds.

TO HAVE AND TO HOLD all Grantor’s right, title and interest in and to the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed effective the day and year first above written.

**NIBLOCK HOMES, LLC,
a North Carolina limited liability company**

By: _____
Lisa F. Koontz, Authorized Signor

**NORTH CAROLINA
CABARRUS COUNTY**

I, Christin Coble, a Notary Public in and for said State and County of Rowan, do hereby certify that **Lisa F. Koontz**, authorized signer for **Niblock Homes, LLC, a North Carolina limited liability company**, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing and annexed instrument for and on behalf of Niblock Homes, LLC, and that her authority to execute and acknowledge said instrument is contained in that **CONSENT OF MANAGER OF NIBLOCK HOMES, LLC, TO ACTION WITHOUT MEETING**, which is an instrument duly executed and acknowledged, and recorded in Book 16180, Page 185, in the Office of the Register of Deeds for Cabarrus County, North Carolina, and that this instrument was executed under and by virtue of the authority given by said instrument; that the said **Lisa F. Koontz** acknowledged the due execution of the foregoing and annexed instrument for the purpose therein expressed for and on behalf of Niblock Homes, LLC.

Witness my hand and notarial seal, this the ____ day of _____, 2024.

Notary Public

My Commission Expires: 02/17/2028

EXHIBIT "C"

Prepared by and return to:
Law Offices of Robert M. Critz, P.A.
P.O. Box 745
Concord, NC 28026-0745
File No.:
Pin Number: 5611-71-1983, 5611-62-4826, and PIN 5611-63-0128.
Revenue Stamps: None

NO TITLE OPINION RENDERED NOR IMPLIED

NORTH CAROLINA

NON-WARRANTY DEED

CABARRUS COUNTY

THIS NON-WARRANTY DEED is made effective the ____ day of _____, 2024,
by and between:

GRANTOR	GRANTEE
<p align="center">NIBLOCK HOMES, LLC, a North Carolina limited liability company</p> <p align="center">759 Concord Parkway North, Suite 20 Concord, North Carolina 28027</p>	<p align="center">CITY OF CONCORD, a North Carolina municipal corporation</p> <p align="center">P.O. Box 308 Concord, North Carolina 28026-0308</p>

The designation Grantor and Grantee as used herein shall include said parties, their heirs, successors, and assigns, and shall include the singular, plural, masculine, feminine or neuter as required by context. The property, nor any part thereof, is the primary residence of the Grantor.

WITNESSETH:

That the Grantor, for a valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, has and by these presents does grant, bargain, sell and convey unto the Grantee in fee simple, all Grantor's right, title and interest in and to that certain lot or parcel of land, more particularly described as follows:

TRACT I:
(PIN 5611-71-1983)

Lying and being in the City of Concord, No. 2 Township, Cabarrus County,

North Carolina, and being that 13.557 acres (590,520.22 square feet), more or less, tract identified as AREA IN GREENWAY of RED HILL, PHASE 1, SHEETS 1 THROUGH 4, inclusive, a map of said property being on file in the Office of the Register of Deeds for Cabarrus County, North Carolina, in Map Book 94, Pages 21 through 24, inclusive, specific reference thereto being hereby made for a more complete description thereof by metes and bounds.

TRACT II:
(PIN 5611-62-4826)

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, and being that 2.970 (129,370.64 square feet), more or less, tract identified as COS of RED HILL, PHASE 2, MAP 1, SHEETS 1 AND 2, inclusive, a map of said property being on file in the Office of the Register of Deeds for Cabarrus County, North Carolina, in Map Book 101, Pages 17, and 18, inclusive, specific reference thereto being hereby made for a more complete description thereof by metes and bounds.

TRACT III:
(PIN 5611-63-0128)

Lying and being in the City of Concord, No. 2 Township, Cabarrus County, North Carolina, and being that 8.600 (374,597.73 square feet), more or less, tract identified as COS of RED HILL, PHASE 2, MAP 2, SHEETS 1 THROUGH 3, inclusive, a map of said property being on file in the Office of the Register of Deeds for Cabarrus County, North Carolina, in Map Book 101, Pages 109, 110, and 111, inclusive, specific reference thereto being hereby made for a more complete description thereof by metes and bounds.

TO HAVE AND TO HOLD all Grantor's right, title and interest in and to the aforesaid lot or parcel of land and all privileges and appurtenances thereto belonging to the Grantee in fee simple.

The Grantor makes no warranty, express or implied, as to title to the property hereinabove described.

THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK

IN TESTIMONY WHEREOF, the Grantor has caused this instrument to be executed effective the day and year first above written.

**NIBLOCK HOMES, LLC,
a North Carolina limited liability company**

By: _____
Lisa F. Koontz, Authorized Signor

**NORTH CAROLINA
CABARRUS COUNTY**

I, Christin Coble, a Notary Public in and for said State and County of Rowan, do hereby certify that **Lisa F. Koontz**, authorized signer for **Niblock Homes, LLC, a North Carolina limited liability company**, personally appeared before me this day, and being by me duly sworn, says that she executed the foregoing and annexed instrument for and on behalf of Niblock Homes, LLC, and that her authority to execute and acknowledge said instrument is contained in that CONSENT OF MANAGER OF NIBLOCK HOMES, LLC, TO ACTION WITHOUT MEETING, which is an instrument duly executed and acknowledged, and recorded in Book 16180, Page 185, in the Office of the Register of Deeds for Cabarrus County, North Carolina, and that this instrument was executed under and by virtue of the authority given by said instrument; that the said **Lisa F. Koontz** acknowledged the due execution of the foregoing and annexed instrument for the purpose therein expressed for and on behalf of Niblock Homes, LLC.

Witness my hand and notarial seal, this the ____ day of _____, 2024.

Notary Public

My Commission Expires: 02/17/2028

Rider Transit Price Proposal Evaluation: CAD/AVL, APC, and On-Board Wi-Fi System (RFP# 20240816)

Avail								NOTES
	Year 1	Year 2	Year 3	3 Year Totals	Year 4(Optional)	Year 5(Optional)	5 Year Total	
Capital	\$363,125.85							Includes all full CAD/AVL setup on 11 fixed route buses and 2 supervisor transit vans 8 Busway Digital Signs All new cradle points(19) GPS tracking only on 6 transit vans 13MDT
Support/Warranty/Hosting	\$49,882.00	\$55,014.00	\$56,303.00		\$57,629.00	\$58,994.00		
Totals	\$413,007.85	\$55,014.00	\$56,303.00	\$524,324.85	\$57,629.00	\$58,994.00	\$640,947.85	

Peak Transit								NOTES
	Year 1	Year 2	Year 3	3 Year Totals	Year 4(Optional)	Year 5(Optional)	4 Year Total	
Capital	\$222,000.00							Include full CAD/AVL set up on 11 fixed route buses GPS Tracking on 8 Transit vans Reusing our pepwaves 11MDT 8 Bisway signs
	\$35,100.00	\$35,100.00	\$35,100.00		\$42,300.00			
Totals	\$257,100.00	\$35,100.00	\$35,100.00	\$327,300.00	\$42,300.00	\$0.00	\$369,600.00	

Connexionz								NOTES
	Year 1	Year 2	Year 3	3 Year Totals	Year 4(Optional)	Year 5(Optional)	5 Year Total	
Equipment	\$129,409.65							Include full CAD/AVL setup on 11 fixed route buses Nothing to the transit vans 8 Busway Digital Signs reusing our pepwaves 11 MDT
Install of all equipment	\$84,119.97							
Training	\$11,691.20							
Launch Services	\$23,745.51							
Warranty	\$4,792.95							
Customer Support	\$15,356.37	\$15,817.06	\$16,291.57	\$47,465.00				
Subscriptions/Service fee/ETC	\$26,436.50	\$27,229.59	\$28,046.48	\$81,712.57				
Other	\$506.25							
Support/Maintance (Optional Years)					\$46,667.25	\$48,067.27		
Totals	\$296,058.40	\$43,046.65	\$44,338.05	\$383,443.10	\$46,667.25	\$48,067.27	\$478,177.62	

Passio								NOTES
	Year 1	Year 2	Year 3	3 Year Totals	Year 4(Optional)	Year 5(Optional)	3 Year Total	
Capital(Transit Center and Busway Signage)	\$90,864.04							Just includes annual fees and 8 Busway signs since they are our current provider
Annual Fees	\$48,556.00	\$48,556.00	\$48,556.00					
Totals	\$139,420.04	\$48,556.00	\$48,556.00	\$236,532.04	\$0.00	\$0.00	\$236,532.04	

GMV Original								NOTES
	Year 1	Year 2	Year 3	3 Year Totals	Year 4(Optional)	Year 5(Optional)	5 Year Total	
Capital	\$224,858.00							Full CAD/AVL set up on 11 fixed route and 2 supervisor vans 8 busway signs reuse pepwaves no GPS tracking 6 of the transit vans
Annual	\$24,827.00	\$24,827.00	\$24,827.00		\$25,572.00	\$26,339.00		
Ext. Warranty			\$3,234.00		\$3,234.00	\$3,234.00		
Totals	\$249,685.00	\$24,827.00	\$28,061.00	\$302,573.00	\$28,806.00	\$29,573.00	\$360,952.00	

GMV UPDATED OPTION 1								NOTES
	Year 1	Year 2	Year 3	3 Year Totals	Year 4(Optional)	Year 5(Optional)	5 Year Total	
Capital	\$215,618.00	\$70,907.00	\$70,907.00	\$357,432.00			\$357,432.00	Includes all full CAD/AVL setup on all vehicles including all 8 transit vans 10 Busway Digital Signs All new cradle points(19) Adding Covert alarm Button
Annual	\$34,259.00	\$36,349.00	\$41,935.00	\$112,543.00	\$50,322.00	\$51,832.00	\$214,697.00	
Option1 Totals	\$249,877.00	\$107,256.00	\$112,842.00	\$469,975.00	\$50,322.00	\$51,832.00	\$572,128.00	
Cumulative Fees	\$249,877.00	\$357,133.00	\$469,975.00		\$520,297.00	\$572,128.00		

GMV UPDATED OPTION 2								NOTES
	Year 1	Year 2	Year 3	3 Year Totals	Year 4(Optional)	Year 5(Optional)	5 Year Total	
Capital	\$215,463.00			\$215,463.00				Includes all full CAD/AVL setup on 11 fixed route buses and 2 supervisor transit vans 10 Busway Digital Signs

Annual	\$34,259.00	\$83,085.00	\$83,085.00	\$200,429.00				All new cradle points(19)
Option 2 Totals	\$249,722.00	\$83,085.00	\$83,085.00	\$415,892.00				
EX Warranty (optional)		\$2,090.00	\$7,676.00	\$9,766.00				GPS tracking only on 6 transit vans
Option 2 Totals with Warranty	\$249,722.00	\$85,175.00	\$90,761.00	\$425,658.00				13MDT

GMV UPDATED OPTION 3								NOTES
	Year 1	Year 2	Year 3	3 Year Totals	Year 4(Optional)	Year 5(Optional)	5 Year Total	
Capital	\$215,403.00			\$215,403.00				Includes all full CAD/AVL setup on 11 fixed route buses
Annual	\$34,259.00	\$78,833.00	\$78,833.00	\$191,925.00				10 Busway Digital Signs
Option 3 Totals	\$249,662.00	\$78,833.00	\$78,833.00	\$407,328.00				All new cradle points(19)
EX Warranty (optional)		\$2,090.00	\$7,676.00	\$9,766.00				GPS tracking only on 8 transit vans
Option 3 Totals with Warranty	\$249,662.00	\$80,923.00	\$86,509.00	\$417,094.00				11 MDT

GMV Option Cost Comparion	Option 1	Option 2	Option 3
Capital	\$215,643.00	\$215,463.00	\$215,403.00
Annual Year 1	\$34,259.00	\$34,259.00	\$34,259.00
Implementation Total	\$249,902.00	\$249,722.00	\$249,662.00
Annual Year 2	\$98,712.00	\$83,085.00	\$78,833.00
Annual Year 3	\$98,712.00	\$83,085.00	\$78,833.00
Total Cost	\$447,326.00	\$415,892.00	\$407,328.00

**RESOLUTION IN SUPPORT OF
NORTH CAROLINA DEPARTMENT OF TRANSPORTATION
PROJECT TO MODIFY THE INTERSECTION OF BRUTON SMITH BLVD
AND WEDDINGTON ROAD.**

WHEREAS, the North Carolina Department of Transportation (hereinafter "NCDOT") is proposing to modify the Bruton Smith Blvd. and Weddington Road intersection to improve operations (hereinafter referred to as the "Project"); and

WHEREAS, NCDOT will fully fund this Project; and

WHEREAS, NCDOT is asking for local municipal support of this project; and

WHEREAS, NCDOT has notified the City of Concord (hereinafter the 'City') of the Project, and has requested that the City submit a resolution expressing its views on the same; and

WHEREAS, the City, acting through its City Council in regular session assembled on the 14th day of November 2024, has expressed its support of the Project and has voted to adopt this Resolution evidencing the same, all in compliance with the requirements of N.C.G.S. 136-11.1;

NOW, THEREFORE, BE IT RESOLVED, that the City of Concord, City Council does hereby express its support of the Project as set forth hereinabove.

BE IT FURTHER RESOLVED that the City of Concord, City Council authorizes its Mayor and the Clerk to the Council to sign this Resolution and attach the City seal thereto, and to forward a copy of the same to NCDOT

Adopted this 14th day of November 2024, by the City of Concord, City Council.

William Dusch, Mayor

Attest:

Kim Deason, City Clerk



BRUTON SMITH BLVD. (SR-2894)

GATEWAY LN. NW

WEDDINGTON RD. EXT.

GATEWAY LN. NW

WEDDINGTON RD.

BRUTON SMITH BLVD. (SR-2894)



Bid Tabulation Sheet Summary
The Grounds Sewer Phase 3 Project No: 2020-007B
Bids Received November 1st, 2024 at 10:00 AM in Conf Rm C

	1	2	3	4
CONTRACTOR:	B.R.S. Inc.	Park Construction of NC, Inc.	State Utility Contractors	Richard D Suggs Const. Inc.
ADDRESS:	208 N. HWY 49 Richfield, NC 28137	PO Box 500 Morrisville, NC 27560	PO Box 5019 Monroe, NC 28111	4610 Paige Road Mt. Pleasant, NC 28124
LICENSE #:	20414	61200	17793	25338

Item No.	Sect. No.	Description	Estimated Quantity	Unit	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost	Unit Cost	Total Cost
1	800	Mobilization	1	LS	\$ 50,000.00	\$ 50,000.00	\$ 83,900.00	\$ 83,900.00	\$ 138,000.00	\$ 138,000.00	\$ 80,000.00	\$ 80,000.00
2	801	Construction Surveying	1	LS	\$ 38,500.00	\$ 38,500.00	\$ 38,232.00	\$ 38,232.00	\$ 30,000.00	\$ 30,000.00	\$ 55,000.00	\$ 55,000.00
3	SP-01	Traffic Control	1	LS	\$ 750.00	\$ 750.00	\$ 24,334.00	\$ 24,334.00	\$ 5,000.00	\$ 5,000.00	\$ 3,000.00	\$ 3,000.00
4	SP-02	Comprehensive Grading	1	LS	\$ 510,000.00	\$ 510,000.00	\$ 51,453.00	\$ 51,453.00	\$ 140,000.00	\$ 140,000.00	\$ 306,000.00	\$ 306,000.00
5	SP-03	Select Material	100	TN	\$ 41.00	\$ 4,100.00	\$ 55.40	\$ 5,540.00	\$ 60.00	\$ 6,000.00	\$ 50.00	\$ 5,000.00
6	SP-04	Borrow Excavation	100	CY	\$ 20.00	\$ 2,000.00	\$ 41.06	\$ 4,106.00	\$ 50.00	\$ 5,000.00	\$ 50.00	\$ 5,000.00
7	SP-05	Rock Excavation	2500	CY	\$ 22.00	\$ 55,000.00	\$ 130.75	\$ 326,875.00	\$ 120.00	\$ 300,000.00	\$ 200.00	\$ 500,000.00
8	226	Undercut Excavation	100	CY	\$ 150.00	\$ 15,000.00	\$ 98.70	\$ 9,870.00	\$ 110.00	\$ 11,000.00	\$ 55.00	\$ 5,500.00
9	300	Foundation Conditioning Material, Minor Structures	500	TN	\$ 15.00	\$ 7,500.00	\$ 74.50	\$ 37,250.00	\$ 60.00	\$ 30,000.00	\$ 70.00	\$ 35,000.00
10	300	Foundation Conditioning Geotextile	800	SY	\$ 3.00	\$ 2,400.00	\$ 3.75	\$ 3,000.00	\$ 5.00	\$ 4,000.00	\$ 6.00	\$ 4,800.00
11	520	Aggregate Base Course	50	TN	\$ 41.00	\$ 2,050.00	\$ 52.00	\$ 2,600.00	\$ 45.00	\$ 2,250.00	\$ 1.00	\$ 50.00
12	654	Asphalt Plant Mix, Pavement Repair	25	TN	\$ 500.00	\$ 12,500.00	\$ 1,052.00	\$ 26,300.00	\$ 350.00	\$ 8,750.00	\$ 1.00	\$ 25.00
13	846	2'-6" Concrete Curb & Gutter	20	LF	\$ 60.00	\$ 1,200.00	\$ 63.25	\$ 1,265.00	\$ 100.00	\$ 2,000.00	\$ 1.00	\$ 20.00
14	848	4" Concrete Sidewalk	20	SY	\$ 95.00	\$ 1,900.00	\$ 77.00	\$ 1,540.00	\$ 150.00	\$ 3,000.00	\$ 1.00	\$ 20.00
15	858	Adjustment of Manholes	1	EA	\$ 2,000.00	\$ 2,000.00	\$ 1,325.00	\$ 1,325.00	\$ 100.00	\$ 100.00	\$ 500.00	\$ 500.00
16	864	Remove and Reset Existing Guardrail	25	LF	\$ 195.00	\$ 4,875.00	\$ 122.00	\$ 3,050.00	\$ 510.00	\$ 12,750.00	\$ 10.00	\$ 250.00
17	876	Rip Rap, Class B	50	TN	\$ 52.00	\$ 2,600.00	\$ 74.00	\$ 3,700.00	\$ 75.00	\$ 3,750.00	\$ 100.00	\$ 5,000.00
18	876	Rip Rap, Class 2	260	TN	\$ 75.00	\$ 19,500.00	\$ 77.00	\$ 20,020.00	\$ 100.00	\$ 26,000.00	\$ 100.00	\$ 26,000.00
19	876	Geotextile for Drainage	600	SY	\$ 3.00	\$ 1,800.00	\$ 5.00	\$ 3,000.00	\$ 5.00	\$ 3,000.00	\$ 4.00	\$ 2,400.00
20	1205	Thermoplastic Pavement Marking Lines, 4", 90 mils	0	LF	\$ 20.00	\$ -	\$ 23.00	\$ -	\$ 20.00	\$ -	\$ -	\$ -
21	1205	Thermoplastic Pavement Marking Lines, 4", 120 mils	0	LF	\$ 30.00	\$ -	\$ 35.00	\$ -	\$ 20.00	\$ -	\$ -	\$ -
22	SP-07	Stream Pump Around Operations (Stream A Bypass - Sta 35+50)	1	LS	\$ 750.00	\$ 750.00	\$ 11,500.00	\$ 11,500.00	\$ 18,000.00	\$ 18,000.00	\$ 25,000.00	\$ 25,000.00
23	SP-07	Stream Pump Around Operations (Stream A Bypass - Sta 70+20)	1	LS	\$ 3,800.00	\$ 3,800.00	\$ 11,500.00	\$ 11,500.00	\$ 18,000.00	\$ 18,000.00	\$ 25,000.00	\$ 25,000.00
24	SP-07	Stream Pump Around Operations (Stream L Bypass - Sta 2+00)	1	LS	\$ 3,800.00	\$ 3,800.00	\$ 11,500.00	\$ 11,500.00	\$ 18,000.00	\$ 18,000.00	\$ 75,000.00	\$ 75,000.00
25	1605	Temporary Silt Fence	5360	LF	\$ 2.00	\$ 10,720.00	\$ 4.30	\$ 23,048.00	\$ 5.00	\$ 26,800.00	\$ 6.00	\$ 32,160.00
26	SP-09	Silt Fence Outlet	30	EA	\$ 100.00	\$ 3,000.00	\$ 123.00	\$ 3,690.00	\$ 250.00	\$ 7,500.00	\$ 700.00	\$ 21,000.00
27	1631	Matting for Erosion Control (Biodegradable Netting)	400	SY	\$ 8.00	\$ 3,200.00	\$ 2.00	\$ 800.00	\$ 4.00	\$ 1,600.00	\$ 4.00	\$ 1,600.00
28	SP-10	Coir Fiber Matting	550	SY	\$ 5.00	\$ 2,750.00	\$ 2.00	\$ 1,100.00	\$ 5.00	\$ 2,750.00	\$ 6.00	\$ 3,300.00
29	1660	Seeding and Mulching	4.25	AC	\$ 2,000.00	\$ 8,500.00	\$ 4,715.00	\$ 20,038.75	\$ 3,000.00	\$ 12,750.00	\$ 5,000.00	\$ 21,250.00
30	SP-11	Riparian Seeding	2.06	AC	\$ 3,500.00	\$ 7,210.00	\$ 6,000.00	\$ 12,360.00	\$ 5,500.00	\$ 11,330.00	\$ 10,500.00	\$ 21,630.00
Sanitary Sewer												
31	WSACC 01025	8" PVC to 6' Depth	45	LF	\$ 70.00	\$ 3,150.00	\$ 114.25	\$ 5,141.25	\$ 185.00	\$ 8,325.00	\$ 140.00	\$ 6,300.00
32	WSACC 01025	8" PVC 6'-8' Depth	50	LF	\$ 75.00	\$ 3,750.00	\$ 117.00	\$ 5,850.00	\$ 187.00	\$ 9,350.00	\$ 140.00	\$ 7,000.00
33	WSACC 01025	8" PVC 8'-10' Depth	20	LF	\$ 82.00	\$ 1,640.00	\$ 121.00	\$ 2,420.00	\$ 193.00	\$ 3,860.00	\$ 140.00	\$ 2,800.00
34	WSACC 01025	12" PVC 6'-8' Depth	3010	LF	\$ 106.00	\$ 319,060.00	\$ 158.00	\$ 475,580.00	\$ 195.00	\$ 586,950.00	\$ 200.00	\$ 602,000.00
35	WSACC 01025	12" PVC 8'-10' Depth	218	LF	\$ 137.00	\$ 29,866.00	\$ 162.00	\$ 35,316.00	\$ 200.00	\$ 43,600.00	\$ 200.00	\$ 43,600.00

36	WSACC 01025	12" PVC 10'-12' Depth	0	LF	\$ 160.00	\$ -	\$ 174.00	\$ -	\$ 225.00	\$ -	\$ -	\$ -
37	WSACC 01025	8" Restrained DI Pipe to 6' Depth	0	LF	\$ 150.00	\$ -	\$ 139.00	\$ -	\$ 255.00	\$ -	\$ -	\$ -
38	WSACC 01025	12" Restrained DI Pipe to 6' Depth	0	LF	\$ 172.00	\$ -	\$ 174.00	\$ -	\$ 280.00	\$ -	\$ -	\$ -
39	WSACC 01025	12" Restrained DI Pipe 6'-8' Depth	0	LF	\$ 195.00	\$ -	\$ 176.00	\$ -	\$ 290.00	\$ -	\$ -	\$ -
40	WSACC 01025	12" Restrained DI Pipe 8'-10' Depth	0	LF	\$ 215.00	\$ -	\$ 180.00	\$ -	\$ 310.00	\$ -	\$ -	\$ -
41	WSACC 01026	12" Restrained DI Pipe over 10' Depth	0	LF	\$ 250.00	\$ -	\$ 227.00	\$ -	\$ 450.00	\$ -	\$ -	\$ -
42	WSACC 01027	12" Restrained DI Carrier Pipe	725	LF	\$ 122.00	\$ 88,450.00	\$ 168.00	\$ 121,800.00	\$ 265.00	\$ 192,125.00	\$ 120.00	\$ 87,000.00
43	1540	24" Steel Encasement Pipe (t-.250"), inc. Spider Supports	719	LF	\$ 225.00	\$ 161,775.00	\$ 256.00	\$ 184,064.00	\$ 300.00	\$ 215,700.00	\$ 250.00	\$ 179,750.00
44	SP-12	Bore and Jack of 24" Steel Pipe in Soil	184	LF	\$ 625.00	\$ 115,000.00	\$ 1,293.00	\$ 237,912.00	\$ 1,050.00	\$ 193,200.00	\$ 994.00	\$ 182,896.00
45	SP-12	Bore and Jack of 24" Steel Pipe not in Soil	184	LF	\$ 875.00	\$ 161,000.00	\$ 2,673.00	\$ 491,832.00	\$ 2,500.00	\$ 460,000.00	\$ 2,400.00	\$ 441,600.00
46	WSACC 01025	4' Dia Standard MH	22	EA	\$ 7,800.00	\$ 171,600.00	\$ 6,865.00	\$ 151,030.00	\$ 6,300.00	\$ 138,600.00	\$ 15,000.00	\$ 330,000.00
47	WSACC 01025	4' Dia MH Additional Depth	89	LF	\$ 235.00	\$ 20,915.00	\$ 357.00	\$ 31,773.00	\$ 320.00	\$ 28,480.00	\$ 300.00	\$ 26,700.00
48	WSACC 01025	Vent Pipe	2	EA	\$ 3,800.00	\$ 7,600.00	\$ 4,300.00	\$ 8,600.00	\$ 4,500.00	\$ 9,000.00	\$ 3,000.00	\$ 6,000.00
49	WSACC 01025	Anti-Seep Collar	9	EA	\$ 2,000.00	\$ 18,000.00	\$ 2,424.00	\$ 21,816.00	\$ 2,300.00	\$ 20,700.00	\$ 2,500.00	\$ 22,500.00
50	WSACC 01024	Tie to Ex. Sewer System	1	EA	\$ 8,000.00	\$ 8,000.00	\$ 27,333.00	\$ 27,333.00	\$ 7,000.00	\$ 7,000.00	\$ 6,000.00	\$ 6,000.00
Base Bid Price						\$1,887,211.00	\$2,543,364.00	\$2,764,220.00	\$3,203,651.00			
Contingency Allowance (10 % of Base Bid Price)						\$188,721.10	\$254,336.40	\$276,422.00	\$320,365.10			
Total Bid Price (Base Bid + Contingency Allowance)						\$2,075,932.10	\$2,797,700.40	\$3,040,642.00	\$3,524,016.10			
All Addenda Acknowledged (2)						Yes	Yes	Yes	Yes			
Bid Security (5%)						Yes	Yes	Yes	Yes			

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

Enrique A. Blat



11/1/2024

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
Grounds Sewer Extension Phase 2 & 3

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

SECTION 1. The projects authorized are the projects included for the Grounds Sewer Extension Phase 2 & 3 project.

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

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

Revenues

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
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SECTION 4. The following amounts are appropriated for the project:

Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8402-5811082	Future Projects	1,238,271	1,823,271	585,000
8402-5801180	Grounds Swr Ext Ph 2&3	3,000,000	3,415,000	415,000
8402-5801181	Grounds Upsizing Lines	1,000,000	0	(1,000,000)
Total				0

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day November, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

City of Concord
Sewer Allocation Policy

1. Term and applicability of this Policy
 - a. This policy shall control the preliminary allocation of sewer to projects requiring permits based upon 15A NCAC Subchapter 2T rules and the Water and Sewer Authority of Cabarrus County sewer allocation and Commitment Policy. This policy may be amended by the City Council at any time.

2. Amount of sewer which may be allocated
 - a. The amount of sewer available for allocation and attributable to any designated calendar year shall be the amount given by WSACC as determined through the interlocal agreement and City Council.
 - b. The City shall reserve at least 250,000 gpd of its available sewer allocation for Economic Development projects. As Economic Development flow is allocated, non-residential flow will be used to re-balance the Economic Development reserve if available.
 - c. The City shall allot from the remaining amount 35% to residential, 55% to non-residential, and 10% to mixed use. Within the 35% residential allotment, 50% shall be allotted to single family, 25% to townhomes, and 25% to apartments. City Council at any time may transfer allocation from one category to another.
 - d. If the mixed-use allocation is exhausted, mixed-use projects may be allocated using allocations from the non-residential and residential allocations if available and approved by Council.
 - e. Public project allocation shall be assigned on a pro rata basis from all the use categories except economic development. Public project is as defined in the Concord Development Ordinance.
 - f. City Council may reserve bi-annual capacity from WSACC until the next bi-annual assessment is completed. Once City Council releases any bi-annual capacity, the capacity would be allotted to the uses as described above.

3. Preliminary Allocation approvals
 - a. City Council will be the body to approve preliminary allocation requests.
 - b. Projects (excluding Economic Development) will be presented quarterly to Council. Council will approve Economic Development projects separately.
 - c. City Council will be presented with current allocation available, and the impact of the projects presented on remaining capacity.
 - d. Residential approvals may be phased to allow a maximum of **50** units per year. The 50 units is within a project and not cumulative city-wide.
 - e. Preliminary sewer allocation will be valid for a period of one year after the date of Council approval except for public projects and economic development projects. Public project's preliminary sewer allocation will remain valid until final sewer

Adopted 12/21/21. Amended 3/10/22, 4/14/22, 11/10/22, 07/13/23.

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

- f. Projects may apply for one six-month extension. The extension request shall be submitted in writing and uploaded into the online permitting PSA case. The timeframe to receive extension requests will be open for two weeks prior to the preliminary sewer allocation expiration.

4. Project Prioritization

- a. The project attributes below are used as a guide for City Council to assist in the overall evaluation of projects. A project with positive attributes is not automatically given allocation. A project with lower attributes is not automatically rejected for allocation. Projects are also not specifically competing against each other. The final allocation authority will be granted solely by City Council.

Residential

Located within a small area plan	Very Positive
Vertical mixed use	Very Positive
Redevelopment Site	Positive
Horizontal mixed use	Positive
Downtown (MSD)	Positive
Located adjacent to existing sewer line	Positive
Requires Annexation	Very Negative

Non-Residential

Office	Positive
Located within a small area plan	Positive
Part of an approved mixed-use plan	Positive
Requires Annexation (Not economic development)	Very Negative
Logistics/Distribution use	Very Negative

- b. Projects deemed Economic Development projects will be evaluated by City Council and potentially awarded an allocation through existing Economic Development processes.
- c. Speculative Industrial Buildings. Speculative Industrial Buildings under 75,000 sq

Adopted 12/21/21. Amended 3/10/22, 4/14/22, 11/10/22, 07/13/23.

ft can request to obtain a preliminary flow allocation provided the total per phase is not greater than 7,500 gpd. Speculative industrial buildings in I-2 zoning that are greater than 75,000 sf can request a preliminary flow allocation provided the total per building is not greater than 12,500 gpd. If a tenant(s) requires an allocation greater than approved it will require a separate request from City Council. Speculative buildings in I-1 zoning that are greater than 75,000 sf will only be considered once an industrial user is determined.

5. Additional Factors which Council may consider.
 - a. Whether in Council's opinion, the application is for a land use which is consistent with the City's adopted policies concerning growth and development.
 - b. Such other factors as may be identified by the Council in its deliberations, which either suggest that a particular application promotes or undermines the public health or safety, or the general welfare of the City.
 - c. City Council will utilize a prioritization scoring system. Council members will individually score each project from 0-5 based upon their individual evaluation of the project. The average of all council scoring will be used to facilitate discussion at the sewer allocation meeting to help determine consensus on project approvals.

6. Preliminary Allocation Procedures
 - a. City Staff will present Council with the projects described in 3(b) first for consideration without an application provided by the developer.
 - b. Thereafter, a preliminary allocation application will be required for proposed development. City Staff will present the applications to Council in March, June, September and December. Review of the allocation applications shall be conducted in the order in which the completed applications have been received.
 - c. Development projects requiring flow allocations as described in 1a must receive a preliminary flow allocation approval prior to submitting construction documents for review. Speculative Industrial Buildings can proceed without preliminary flow allocation only after acceptance of risk documents have been signed by the legally responsible party.



October 25, 2024

Mark Fiddes
Quartile Capital, LLC.
704-547-4880(m)
mark@quartilecapital.com

Re: Reimbursement Request for the Completed Portion of Phase 2 of The Grounds Sewer Project; Economic Development Agreement dated May 7, 2020 (as amended by that certain First Amendment to Economic Development Agreement City of Concord, North Carolina (the City) and Bootsmead LeaseCo, LLC (the Company), dated as of June 8, 2023 (the First Amendment), the Agreement). Capitalized terms not defined herein shall have the meaning ascribed thereto in the Agreement.

Dear Mark Fiddes:

As you know, the City and the Company entered into the Agreement under which City agreed to construct or cause to be constructed certain wastewater infrastructure on property owned by the Company and its affiliates. Under the Agreement, the City would initially fund the Phase 2 construction of the Project and be reimbursed by a portion of land sales by the Company upon the completion of Phase 2 and satisfaction of certain express conditions, all as further set forth in the Agreement. The First Amendment provided that Phase 2 is expected to be completed in two different parts. The City hereby provides notice to the Company that the City has completed the first part of Phase 2 of the Project as shown on the Approved Plans (Phase 2(a)) in accordance therewith.

By this letter, the City requests that the Company agree, by the Company's signature to below, to modify the terms of the Agreement to permit incremental funding of the Phase 2 Reimbursement Costs from the Escrow Amount in connection with the completion of Phase 2(a) of the Project by adding new Section IV(d) to the Agreement, as set forth below, immediately following existing Section IV(c) of the Agreement:

Prior to the satisfaction of the conditions set forth in Section IV(c) with respect to the entirety of Phase 2, City may request Company release from the Escrow Amount the amount of Phase 2 Reimbursement Costs related solely to Phase 2(a) as set forth on the Approved Plans (Phase 2(a)) (such costs, the Phase 2(a) Reimbursement Costs). Company shall not be obligated to approve the release of any portion Phase 2(a) Reimbursement Costs from the Escrow Amount to the City unless, the Company, in its sole discretion, confirms that the conditions in Section IV(c)(i)(1) (3) have each been fully satisfied (unless expressly waived by the Company in the Company's sole discretion) with respect to the entirety of Phase 2(a) in the Company's sole discretion. Within ten (10) business days after receipt by Escrow Agent of written notice from the Company that all of the conditions in Section IV(c)(i)(1) (3) have been fully satisfied (unless expressly waived by the

Company in the Company's sole discretion) with respect to the entirety of Phase 2(a) and the Phase 2(a) Reimbursement Costs, Escrow Agent shall disburse the Phase 2(a) Reimbursement Costs approved in such written notice by Company from the Escrow Amount to the City. Notwithstanding anything herein to the contrary, (i) the Company shall not be required to pay any amounts to the City (via release from the Escrow Funds or otherwise) under this Section IV(d) in excess of the Phase 2(a) Reimbursement Costs, (ii) upon the City's receipt of the Phase 2(a) Reimbursement Costs, the overall Phase 2 Reimbursement Costs for which the Company is responsible under the Agreement shall be reduced by the amount of Phase 2(a) Reimbursement Costs paid to City and the Company shall have no further obligation or liability whatsoever to reimburse the City for any Phase 2 Reimbursement Costs related to Phase 2(a), and (iii) the Company may elect to suspend the inspection of Phase 2(a) under Section IV(c)(i)(2) until the completion of the remainder of Phase 2 and, in such case, a satisfactory inspection of Phase 2(a) (together with the remainder of Phase 2) shall be a condition to the payment of the remainder of the Phase 2 Reimbursement Costs to the City.

By this letter, provided that the Company agrees, by its signature below, to modify the Agreement to permit funding of the Phase 2(a) Reimbursement Costs from the Escrow Amount in connection with the completion of Phase 2(a) of the Project as set forth above, the City hereby requests that the Company direct the Escrow Agent to release from the Escrow Amount and pay to the City the amount of \$1,170,974.91 for reimbursement of the entire amount of Phase 2(a) Reimbursement Costs in connection with completion of Phase 2(a) in accordance with the Approved Plans, subject to the Company's review and approval of the Phase 2(a) Reimbursement Costs for Phase 2(a) and satisfaction of the conditions set forth in new Section IV(d) of the Agreement. I have also enclosed documentation to support this request.

Additionally, the City acknowledges and agrees that the requested amount herein is the total amount of the Phase 2(a) Reimbursement Costs and the Company shall have no further obligation or liability whatsoever to reimburse the City for any costs related to this portion of Phase 2.

The remainder of Phase 2 will begin construction soon and is the last remaining section of the Project. After completion of that construction, the City will request release from the Escrow Amount of the remainder of the Phase 2 Reimbursement Costs.

If the Company consents to the addition of new Section IV(d) to the Agreement as set forth herein, please (i) provide the Company's consent thereto by signing below, and (ii) advise the City and Escrow Agent, by separate correspondence, if the Company approves the release of the Phase 2(a) Reimbursement Costs to the City in the amount of 1,170,974.91 from the Escrow Amount, as requested by the City herein. If you have any questions or need additional information, please contact me at (704) 920-5401. Thank you.

[Signatures continue on following page]

Jackie Deal, PE
Engineering Director
Alfred Brown Operations Center
Direct: 704-920-5401 | Email: dealj@concordnc.gov

The Company hereby joins in this letter solely to consent to the addition of new Section IV(d) to the Agreement as set forth in this letter and for no other purpose.

COMPANY:

BOOTSMEAD LEASECO, LLC,
a Delaware limited liability company

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

By: _____
Name: Mark Fiddes
Title: Investment Manager



GIS Utility Exhibit Map/Correspondence Information

Date: Wednesday, October 30, 2024

Property Owner/Applicant:
Zil McCurdy
9750 Dewitt Rd.,
Concord NC 28027

Site Development Description & Location: 9750 Dewitt Rd., Concord NC 28027 (PIN46801921120000)
The 2-acre parcel within Cabarrus County jurisdiction is zoned LDR.

Area Water and Sewer Utility Description: Public water is available within the recorded public utility easement within the DeWitt Rd right of way. One existing ¾-inch residential water service for this parcel was installed by the City of Concord and paid by Cabarrus County as part of a 2010 water line extension and utility service agreement between Cabarrus County and the City of Concord for this area.

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.

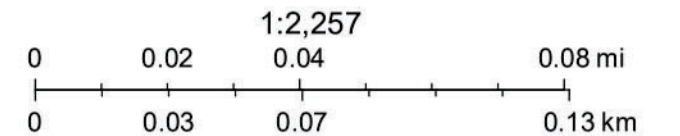
The City makes no warranty of merchant ability or fitness for any purpose, express or implied, and assumes no legal responsibility for the information contained herein

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- | | | | |
|----------------------|----------------|---------------------|---------------------|
| Pressure Main | Hydrant | WSACC_PIPES | RW Easements |
| Blow Off | City | WSACC_MANHOLES | Water |
| Distribution Main | Private | Concord City Limits | utility lines |
| | Meter | | Parcels |

Notice
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)

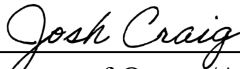
NOTE: *By affixing his or her signature hereto, the owner/developer acknowledges understanding of and agreement to comply with all provisions of the Concord City Code section 62.*

Staff Use Only:	
Received by: _____	Date: _____

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

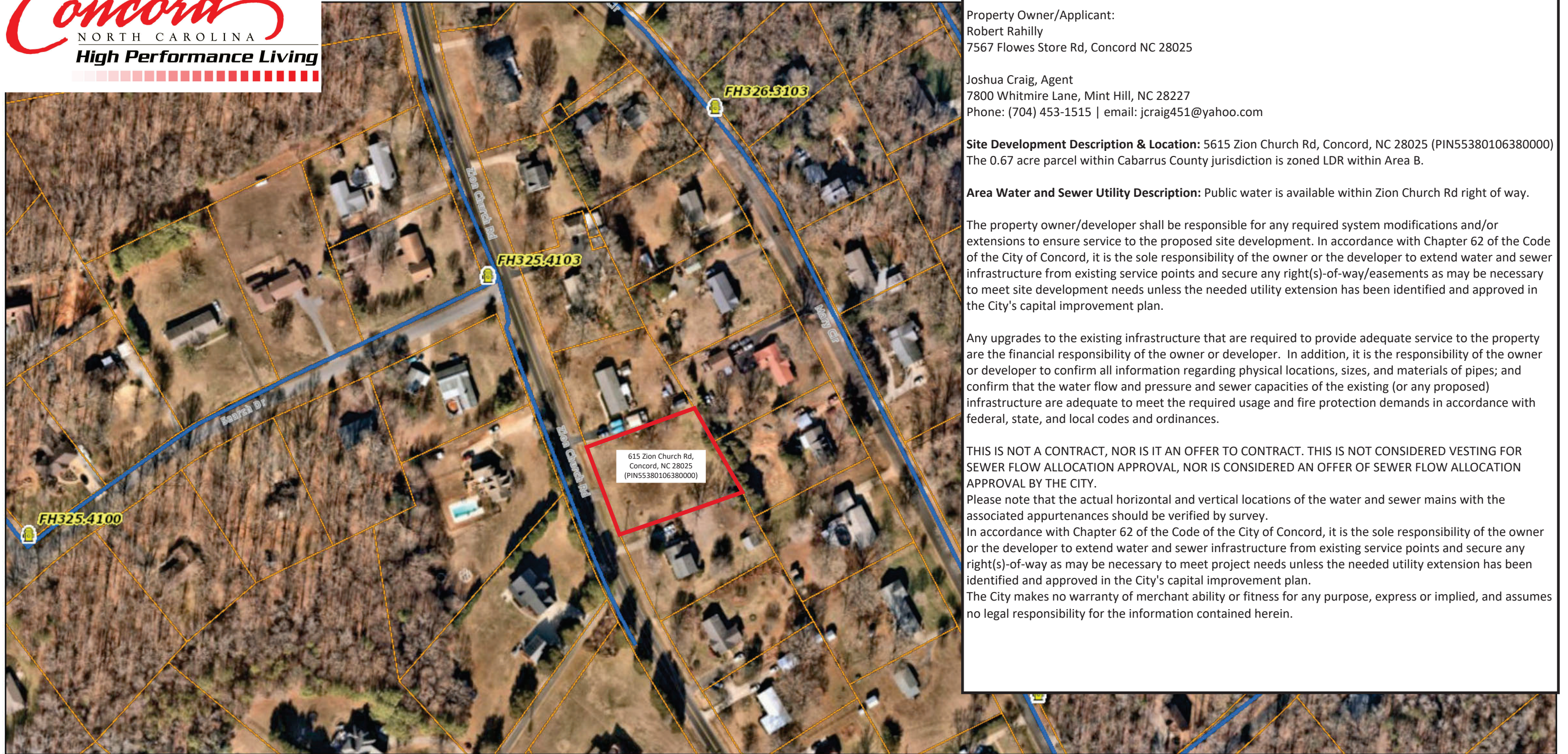
1. Name of development: N/A
2. Name and address of owner(s)/developer(s): (Owner) Robert Rahilly,
7567 Flowes Store Rd, Concord NC 28025
3. Owner(s)/developer(s) telephone: N/A Fax: N/A
4. Name and address of surveyor/engineer: N/A
5. Surveyor/engineer's telephone: N/A Fax: N/A
6. Name, telephone and fax number, and address of agent (if any): Joshua Craig, 7800 Whitmire Lane, Mint Hill NC 28227, 704-453-1515, jrcraig451@yahoo.com
7. Name and address of person to whom comments should be sent: Joshua Craig, 7800 Whitmire Lane, Mint Hill NC 28227
8. Telephone number of person to whom comments should be sent: 704-453-1515
Fax: N/A
9. Location of property: 5615 Zion Church Rd
10. Cabarrus County P.I.N.#: 55380106380000
11. Current zoning classification: Residential
12. Total acres: 0.75 Total lots proposed: 1
13. Brief Description of development: Single Family Home
14. Proposed Construction Schedule To be completed April 2025
15. Type of Service requested 3/4" Water Tap

10/18/2024
Date


Signature of Owner/Agent
Joshua Craig
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: _____



GIS Utility Exhibit Map/Correspondence Information

Property Owner/Applicant:
Robert Rahilly
7567 Flowes Store Rd, Concord NC 28025

Joshua Craig, Agent
7800 Whitmire Lane, Mint Hill, NC 28227
Phone: (704) 453-1515 | email: jcraig451@yahoo.com

Site Development Description & Location: 5615 Zion Church Rd, Concord, NC 28025 (PIN55380106380000)
The 0.67 acre parcel within Cabarrus County jurisdiction is zoned LDR within Area B.

Area Water and Sewer Utility Description: Public water is available within Zion Church Rd right of way.

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.

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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.

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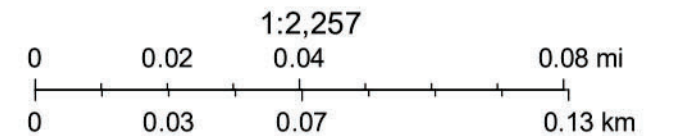
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Pressure Main Type

- | | | | | | |
|--|--------------------|--|--------------------|--|-----------------------------|
| | Chemical Injection | | Sampling Station | | City |
| | <all other values> | | Transmission Main | | Not Active |
| | Air Release | | Unknown Line Type | | Private |
| | Blow Off | | Hydrants | | Central Area Plan Agreement |
| | Bypass | | <all other values> | | |

- Concord City Limits
- Parcels
- Parcels

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City of Concord
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AN ORDINANCE TO AMEND FY 2024-2025 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13th day of June, 2024, adopt a City budget for the fiscal year beginning July 1, 2024 and ending on June 30, 2025, 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	
100-4603000	Grant Proceeds	\$121,171	\$195,713	\$74,542
Total				\$96,171

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4160-5800429	Grant Expenditures	\$96,171	\$170,713	\$74,542
Total				\$74,524

Reason: To appropriate the State and Local Cybersecurity Grant Program Fiscal Year 2023 awarded in the amount of \$74,542.

Adopted this 14th day of November, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

TENANT PARTICIPATION AGREEMENT

This agreement between the City of Concord Housing Department (the PHA) and Resident Council (the Resident Council) establishes the parties' relationship as it relates to tenant participation funds and governs decisions on how tenant participation funds are budgeted, disbursed, and audited.

This agreement establishes a collaborative partnership, provides flexibility, and supports the independence and leadership of the resident council. This agreement is based on **24 CFR 964.150** and HUD Notice PIH 2021-16 (HA), **Guidance on the use of Tenant Participation Funds**.

The Resident Council will:

- Be comprised of all adult members of households living in the community as listed on the Public Housing lease in accordance with HUD regulations. If a member of the Resident Council leaves in good standing (FSS/Homeownership), that individual will still be eligible to remain on the Resident Council for a period of two (2) years.
- Serve as the representative body to the City of Concord Housing Department for the membership represented by the Resident Council in matters pertaining to Public Housing.
- Provide a method to advocate that the needs and desires of the membership represented by the Resident Council are incorporated into plans for their community.
- Work with the membership to determine how tenant participation funds will be used to improve the quality of life for public housing residents.
- Only request and use funds for eligible purposes to improve residents' quality of life and support residents in creating a positive living environment in their community.
- Evaluate expenses to ensure that costs are necessary and reasonable.
- Provide assurance that all expenses comply with all relevant provisions of law and will promote serviceability, efficiency, economy and stability in the operation of the local development (**24 CFR 964.130**).

- Work with the Resident Services Coordinator to prepare and submit an annual budget to request and receive tenant participation funds. (24 CFR 964.150). The budget should be submitted to the Director by April 1st each year.
 - ❖ The Resident Council will submit purchase requests for budgeted activities to the Resident Services Coordinator for approval by the Director.
 - ❖ Insurance: in order to insure the value of purchased items, the Resident Council will be covered by the housing authority's insurance, or,
- Permit the housing authority to inspect and audit the resident council's financial records related to this agreement on demand, with at least five (5) business days' notice (24 CFR 964.150).
- Provide the following records for the audit:
 - ❖ Annual Budget and any revisions
 - ❖ Attendance records for Resident Council activities
 - ❖ Resident Council meeting minutes
- Within 30 days of the end of the fiscal year, June 30th, the Resident Council will submit a report to the PHA detailing how the tenant participation funds were used. This statement will be signed by the Board Treasurer and President (or the designee) and affirm that all funds were spent as reported, did not go against any provisions of the law and promote serviceability, efficiency, economy and stability (24 CFR 964.150)
- Will not seek or use funding through this agreement for expenses that have been, or will be, paid for by another funding source.
- Will not use tenant participation funds to attempt to influence any elected or government official in order to obtain a federal contract, grant, or award.
- Will not engage in any activity that could be seen as a bribe, kick-back, or other inducement in any way that would affect the PHA's interests.

The PHA will:

- The PHA will inform the Resident Council of whether funding has been made available by Congress and HUD and inform the Resident Council of the total amount available for the year (\$15 per occupied unit, if appropriated).
- Subject to funding from Congress and HUD, provide the Resident Council with tenant participation funds.

Funds will be disbursed as requested by the Resident Council and approved by the Director. (24 CFR 964.150). The amount of funds disbursed cannot be more than the approved budget. If the amount is less, the remainder will be retained by the PHA until a qualifying request has been submitted.

- Ensure the Resident Council's requested expenses are allowable under HUD regulations (24 CFR § 964; 2 CFR § 200 Subpart E) and consistent with this agreement **(PIH 2021-16(4)(A))**
- Advise the Resident Council on the supporting documentation that may be necessary to verify and audit expenses **(PIH 2021-16(4)(A))**.
- Provide a written explanation for any denied requests, describing why the request failed to meet established evaluation criteria **(PIH 2021-16(4)(C))**.
- Provide the Resident Council technical assistance, or support in finding technical assistance, in the areas of administration, budgeting, and financial reporting to comply with HUD requirements and this agreement **(PIH 2021-16(4)(A))**.

Training & Travel

- Travel to events, including jurisdiction-wide resident council meetings, approved trainings, and other approved Resident Council Activities, shall be reimbursed at the **IRS standard mileage reimbursement rates** or reimbursed based on receipts. Any travel must be pre-approved by the PHA and resident council either in the budget or another agreement.
- Travel and lodging for approved out-of-town trainings will be based on the “**GSA Per Diem Rates for Federal Travelers**” which sets maximum rates for lodging, meals, and incidental.

Misappropriation of funds:

- For any misappropriation of funds, a remedy will be negotiated between the Resident Council and the PHA. Specifically, restitution may be required of any Resident Council member who misuses Tenant Participation funds. The member will be presented with a statement of the amount to repay. Failure to make restitution in a timely manner may result in removal from Resident Council membership.

- The PHA has the right to withhold funds should it find that funds previously distributed were not spent in a manner consistent with this agreement.
- The Resident Council will be responsible for returning any funds it finds were spent in a way that was not consistent with this agreement.

Administrative Disputes

- The resident council may dispute decisions made by the housing authority by submitting a written statement to the housing authority describing the dispute.
- The PHA shall endeavor to issue a written response within thirty (30) calendar days of receipt of the RC's dispute.
- The parties shall negotiate in good faith to reach a settlement of any such dispute. In the event they are unable to resolve the dispute within thirty (30) calendar days, such dispute shall be submitted to the HUD Field Office following HUD regulation.

Termination of the Agreement

- In the event that the housing authority withdraws recognition of the resident council as duly elected, this agreement shall automatically end immediately upon the date of withdrawal of recognition. The resident council will be entitled to funding for approved activities up to the date of termination.
- If, due to reduced HUD funding, other financial or administrative issues, or program-wide changes to administration of tenant participation funds, either party deems it necessary to modify this Agreement, the two parties shall negotiate in good faith to modify the Agreement to address the issues.
- If an agreement related to administrative or funding changes cannot be agreed to or the resident council disputes the housing authority's termination of recognition, the resident council may dispute it following the section on Administrative Disputes.



Undisbursed Funds

If, at the end of a fiscal year, the PHA retains any undisbursed funding under this agreement that was not committed or obligated for an eligible expense, that remaining funding will be retained by the PHA to be used for any purpose allowable by law.

This agreement will be in effect for a maximum of 3 fiscal years, beginning July 1, 2024 to June 30, 2026. The allocation of funds and the budget will be reviewed and approved annually.

_____ Signature	_____ Name and Position, PHA representative	_____ Date
_____ Signature	_____ Name, Position, Resident Council representative	_____ Date

NORTH CAROLINA
CABARRUS COUNTY

3rd SUPPLEMENTAL AGREEMENT

DATE: 8/29/2024

NORTH CAROLINA DEPARTMENT OF
TRANSPORTATION

TIP #: C-5603I

AND

WBS ELEMENTS: PE 43713.1.9

ROW 43713.2.9

CITY OF CONCORD

CON 43713.3.9

OTHER FUNDING:

FEDERAL-AID #: CMAQ-0601(027)

CFDA #: 20.205

TOTAL SUPPLEMENTAL FUNDS [NCDOT PARTICIPATION] \$3,735,933

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 9/7/2018, entered into a certain Project Agreement for the original scope: Construction for an additional westbound receiving lane and sidewalk on US 601 from Flowes Store Road/Miami Church to Zion Church Road, as well as intersection improvements at US 601 and Flowes Store Rd./Miami Church Rd., programmed under Project C-5603I; and,

WHEREAS, on 9/6/2019, the Municipality and the Cabarrus-Rowan Metropolitan Planning Organization requested to reduce the Project (CON) funding by transferring to Project EB-5903; and,

WHEREAS, on 6/7/2024, The Department and the Municipality agreed to clarify the Right of Way and Maintenance responsibilities set forth under the provisions of the original agreement and extended the completion date of the Project; and,

WHEREAS, the Municipality was awarded additional CMAQ funding for the Project.

NOW THEREFORE, the parties wish to supplement the aforementioned Agreement whereby the following provisions are amended:

3. FUNDING

REIMBURSEMENT FOR ELIGIBLE ACTIVITIES

Subject to compliance by the Municipality with the provisions set forth in this Agreement and the availability of federal funds, the Department shall reimburse 80% of eligible expenses incurred by the Municipality up to a maximum of \$4,505,114 of CMAQ funds. The Municipality will provide \$1,126,279 as their local match and all costs that exceed the total estimated cost (\$5,631,393) per the Revised Funding Table below:

REVISED FUNDING TABLE

Fund Source (Agreement #)	Funding Amount	Reimbursement Rate	Non-Federal Match \$	Non-Federal Match Rate
CMAQ (#8909)	\$1,516,368	80%	\$379,092	20%
CMAQ (#13005)	\$2,988,746	80%	\$747,187	20%
Subtotal	\$4,505,114		\$1,126,279	
Total Estimated Cost		\$5,631,393		

WORK PERFORMED BY NCDOT

All work performed by the Department on this Project, including, but not limited to, reviews, inspections, and Project oversight, during any phase of the delivery of the Project, shall reduce the funding available to the Municipality under this Agreement. The Department will set aside ten percent (10%) of the total estimated cost, or \$563,139 to use towards the costs related to review and oversight of this Project, including, but not limited to review and approval of plans, environmental documents, contract proposals, engineering estimates, construction engineering and inspection oversight, and other items as needed to ensure the Municipality's appropriate compliance with state and federal regulations.

In the event that the Department does not utilize all the set-aside funding, then those remaining funds will be available for reimbursement to the Municipality at the above reimbursement rate. For all cost of

work performed on the Project, whether incurred by the Municipality or by the Department, the Municipality shall provide the non-federal match. The Department will bill the Municipality for the non-federal match of any costs that the Department incurs on the Project and for any costs that exceed the Total Estimated Cost.

OTHER PROVISIONS

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.

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.

Except as hereinabove provided, the Agreement heretofore executed by the Department and the Municipality on 9/7/2018, 9/6/2019 and 6/7/2024, 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)

NORTH CAROLINA
CABARRUS COUNTY

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

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this 30th day of October, 2024, by Buffalo Terrace, LP, a Missouri limited partnership, whose principal address is 1329 East Lake St., Springfield, MO 65804 (hereinafter “Grantor”), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

WITNESSETH:

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

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 307 Concord Parkway N, Concord, NC, Cabarrus County Property Identification Number (PIN): 5610-95-7618. It being the land conveyed to Grantor by deed recorded in Book and Page 13724/12 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

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

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

WHEREAS, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Wet Detention Basin, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure”

or “SCM”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

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

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

NOW, THEREFORE, for valuable consideration, including the benefits Grantor may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby dedicates, bargains, grants and conveys unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit “A” titled “Final Plat Buffalo Terrace Apartments (Sheets 1 of 2 and 2 of 2)” and labeled “SCM Wet Detention Pond” and also filed in Map Book 81 at Page 76** for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as “SCM Easement”). Within the SCM Easement Grantors shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantors shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM as shown on the attached **Exhibit “A” titled “Final Plat Buffalo Terrace Apartments (Sheets 1 of 2 and 2 of 2)” and labeled “20’ SCM Access and Maintenance Easement” and also filed in Map Book 81 at Page 76**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantors’ Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantors shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

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

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

a. All components of the SCM and related improvements within the SCM Easements are to be kept in good working order.

b. The components of the SCM and related improvements within the SCM Easements shall be maintained by Grantors as described in “**Exhibit B**”, the Wet Detention Basin Inspection and Maintenance Plan.

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

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

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

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

5. This Agreement gives Grantee the following affirmative rights:

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

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

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

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

9. Grantor agrees:

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

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

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

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated _____, 2024 with and for the benefit of the City of Concord, recorded in Book _____, Page _____ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and except further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

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

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor does covenant that Grantors are seized of said

GRANTEE:

City of Concord, a municipal corporation

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

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

**STATE OF NORTH CAROLINA
COUNTY OF CABARRUS**

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

WITNESS my hand and notarial seal, this the ____ day of _____, 2024.

Notary Public _____
My commission expires: _____

premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantors will warrant and defend the said title to the same against claims of all persons whosoever.

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

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

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM ACCESS EASEMENTS AND ACCEPTED THE SCM ACCESS EASEMENTS AT THEIR MEETING OF _____, 2024 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

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

GRANTOR:

Buffalo Terrace, LP, a Missouri limited partnership

By: Vaughn Zimmerman

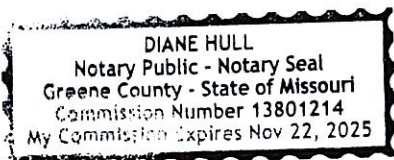
Name: 

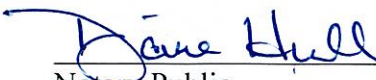
Title: Owner

STATE OF Missouri
COUNTY OF Greene

I, Diane Hull, a Notary Public of the aforesaid County and State, do hereby certify that Vaughn Zimmerman personally appeared before me this day and acknowledged that he/she is the Owner of Buffalo Terrace, LP, a Missouri limited partnership, and that he being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 30 day of October, 2024




Notary Public
My commission expires: 11/22/25

NORTH CAROLINA
CABARRUS COUNTY

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

THIS STORMWATER CONTROL MEASURES (SCMs), ACCESS EASEMENT AND MAINTENANCE AGREEMENT (“Agreement”), made this _____ day of _____, 2024, by HSREI, LLC, a North Carolina limited liability company, whose principal address is 4400 Papa Joe Hendrick Blvd., Charlotte, NC 28262 (hereinafter referred to as “Grantor-HSREI”) and HGREI, a North Carolina limited liability company, whose principal address is 4400 Papa Joe Hendrick Blvd., Charlotte, NC 28262 (hereinafter referred to as “Grantor-HGREI” and together with Grantor-HSREI, the “Grantors”) with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter “Grantee” or “City”).

WITNESSETH:

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

WHEREAS, Grantor-HSREI is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina, and more particularly described as follows: 4325 Papa Joe Hendrick Blvd., Charlotte, NC 28262, 4295 Defender Way NW Concord, NC 28027 and 5275 Stowe Lane, Concord, NC 28262, Cabarrus County Property Identification Numbers (PINs): 4598-19-8312, 4598-39-0082 and 4598-28-6566. Being the land conveyed to Grantor-HSREI by deed recorded in Books and Pages 15314/163 and 16379/57 in the Office of the Register of Deeds for Cabarrus County (the “HSREI Property”); and

WHEREAS, Grantor-HGREI is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina, and more particularly described as follows: 4345 Papa Joe Hendrick Blvd, Concord, NC 28027, Cabarrus County Property Identification Number (PIN): 4598-28-0939. Being the land conveyed to Grantor-HGREI by deed recorded in Book and Page 5663/62 in the Office of the Register of Deeds for Cabarrus County (the “HGREI Property” and collectively with the HSREI Property, hereinafter referred to as the “Properties”); and

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

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

WHEREAS, conditions for development and/or redevelopment of the Properties include (i) the construction, operation and maintenance of two (2) engineered stormwater control structures, namely two (2) Wet Detention Basins, as provided in the CCDO and the Concord Manual (the "Stormwater Control Measures" or "SCMs"), (ii) Grantors' dedication of non-exclusive access easements to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measures; and (iii) the assumption by Grantors of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the easements created herein are established in accordance with the requirements of N.C.G.S. Sec 143-211 *et. seq.*, Article 4 of the CCDO and Article 1 of the Concord Manual; and

WHEREAS, Grantors have full authority to execute this Agreement so as to bind the Properties and all current and future owners and/or assigns.

NOW, THEREFORE, for valuable consideration, including the benefits Grantors may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby dedicate, bargain, grants and convey unto Grantee, and its successors and assigns, perpetual, and irrevocable right and non-exclusive easements in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Properties shown on the attached Exhibit "A" titled "**Exhibit A-1 HSREI, LLC SCM Maintenance and Access Easement #3**" and labeled "**SCM Maintenance & Access Easement #3 Easement Area: 2.804 AC.**" (Sheets 1-6) for the purpose of inspection and maintenance of the Stormwater Control Measures (hereinafter referred to as "SCM Easements"). Within the SCM Easements Grantors shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantors shall construct, maintain, repair and reconstruct the Stormwater Control Measures or SCMs, which include (i) the SCMs and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCMs across that portion of the Properties shown on the attached Exhibit "A" titled "**Exhibit A-1 HSREI, LLC SCM Maintenance and Access Easement #3**" and labeled "**SCM Maintenance & Access Easement #3 Easement Area: 2.804 AC.**" (Sheets 1-6), "**Exhibit A-1 HSREI, LLC SCM Maintenance and Access Easement #2**" and labeled "**SCM Maintenance & Access Easement #2 Easement Area: 4.453 AC.**" (Sheets 1-6) and on the attached Exhibit "B" titled "**Exhibit A-1 Charlotte Motor Speedway SCM Maintenance and Access Easement #1**" and labeled "**SCM Maintenance and Access Easement #1 Easement Area: .178 AC.**" and that Grant of Permanent Access Easement to City of Concord filed in Deed Book _____ and Page _____ for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCMs, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantors' Properties to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantors shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

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

1. The requirements pertaining to the SCM Easements are more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article 1, Section 1 of the Concord Manual, (iii) the two (2) Wet Detention Basin Inspection and Maintenance Plans attached as **Exhibit “C”** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the “NCDENR Manual”), all of which are incorporated herein by reference as if set forth in their entireties below. Grantors agree to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by the CCDO Section 4.4.6.B.1 are incorporated herein by reference, and Grantors agree to abide by said provisions. Grantors further agree that Grantors shall perform the following, all at its sole cost and expense:

- a. All components of the SCMs and related improvements within the SCM Easements are to be kept in good working order.
- b. The components of the SCMs and related improvements within the SCM Easements shall be maintained by Grantors as described in “**Exhibit C**”, the Inspection and Maintenance Plans.

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

Grantors and Grantee understand, acknowledge and agree that the attached Inspection and Maintenance Plans describe the specific actions needed to maintain the SCMs.

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

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

5. This Agreement gives Grantee the following affirmative rights:

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

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

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

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

9. Grantors agree:

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

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

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

That certain Stormwater Control Measures (SCMs), Access Easements and Maintenance Agreements dated _____, 2024 with and for the benefit of the City of Concord, recorded in Book _____, Page _____ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantors which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and accept further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

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

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

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

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

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM ACCESS EASEMENTS AND ACCEPTED THE SCM ACCESS EASEMENTS AT THEIR MEETING OF _____, 2024 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND EASEMENTS ARE A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

[remainder of page intentionally blank]

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

GRANTORS:

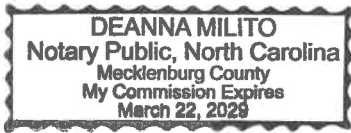
HSREI, LLC, a North Carolina limited liability company

By: *A. Scott Ennis*
Name: A. Scott Ennis
Title: Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Deanna Milito, a Notary Public of the aforesaid County and State, do hereby certify that A. Scott ENNIS personally appeared before me this day and acknowledged that he/she is the VICE PRESIDENT of HSREI, LLC, a North Carolina limited liability company, and that he/she being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 29 day of October, 2024



Deanna Milito
Notary Public
My commission expires: 3/22/2029

[stamp/seal]

HGREI, LLC, a North Carolina limited liability company

By: [Signature]
Name: A. Scott Ennis
Title: Vice President

STATE OF NORTH CAROLINA
COUNTY OF MECKLENBURG

I, Deanna Milito, a Notary Public of the aforesaid County and State, do hereby certify that A. Scott Ennis personally appeared before me this day and acknowledged that he/she is the Vice President of HGREI, LLC, a North Carolina limited liability company, and that he/she being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 29 day of October, 2024

[Signature: Deanna Milito]

Notary Public
My commission expires: 3/22/2029

[stamp/seal]



GRANTEE:

City of Concord, a municipal corporation

By: _____

Lloyd Wm. Payne, Jr., City Manager

ATTEST:

Kim J. Deason, City Clerk
[SEAL]

APPROVED AS TO FORM

VaLerie Kolczynski, City Attorney

**STATE OF NORTH CAROLINA
COUNTY OF CABARRUS**

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

WITNESS my hand and notarial seal, this the ____ day of _____, 2024.

Notary Public _____
My commission expires: _____

AN ORDINANCE AMENDING FY 2024-25 APPROVED FEES, RATES AND CHARGES
SCHEDULE AS ADOPTED IN THE FY 2024-2025 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13th day of June, 2024, adopt a City budget for the fiscal year beginning July 1st, 2024 and ending on June 30th, 2025, as amended; and

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

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

Aviation - MISCELLANEOUS FEES

~~Long Term Lot Parking \$10.00 per day~~ - Overflow Lot Parking fee \$12.00 per day

Aviation – MONTHLY RATES

Corporate Hangar Stacking/Towing fee of \$1,000/month

This Ordinance amendment shall be effective upon adoption.

Adopted this 14th day of November 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2024-2025 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13th day of June, 2024, adopt a City budget for the fiscal year beginning July 1, 2024 and ending on June 30, 2025, 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	6,072,945	6,073,630	685
Total				685

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	5,000	5,685	685
Total				685

Reason: To appropriate Mayor Golf Tournament reserves for a donation to CVAN from collection at the 2024 Golf Tournament.

Adopted this 14th day of November 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

AN ORDINANCE TO AMEND FY 2024-2025 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13th day of June, 2024, adopt a City budget for the fiscal year beginning July 1, 2024 and ending on June 30, 2025, 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	
100-4603200	Insurance Reimbursement	0	184,407	184,407
	Total			184,407

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4550-5362000	Accident Repairs	0	41,292	41,292
4510-5440000	Maintenance Contracts	136,875	140,400	3,525
4340-5540000	Vehicles-Capital	6,489,162	6,588,834	99,672
4310-5540000	Vehicles-Capital	1,176,000	1,215,918	39,918
	Total			184,407

Reason: To appropriate insurance reimbursements for the first quarter of FY25.

Adopted this 14th day of November, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

AN ORDINANCE TO AMEND FY 2024-2025 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13th day of June, 2024, adopt a City budget for the fiscal year beginning July 1, 2024 and ending on June 30, 2025, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
610-4603200	Insurance Reimbursement	0	3,590	3,590
	Total			3,590

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7240-5244000	Materials	7,634,138	7,637,728	3,590
	Total			3,590

Reason: To appropriate insurance reimbursements for the first quarter of FY25.

Adopted this 14th day of November, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

ORD. #

AN ORDINANCE TO AMEND FY 2024-2025 BUDGET ORDINANCE

WHEREAS, the City Council of the City of Concord, North Carolina did on the 13th day of June, 2024, adopt a City budget for the fiscal year beginning July 1, 2024 and ending on June 30, 2025, as amended; and

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
610-4406000	Retained Earnings Appr	6,962,815	18,062,815	11,100,000
	Total			11,100,000

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7240-5244000	Materials	7,637,728	9,237,728	1,600,000
7200-5981500	Transfer to Cap Reserve	0	5,000,000	5,000,000
7200-5990002	Approp to Reserve-Stabil	0	4,500,000	4,500,000
	Total			11,100,000

Reason: To appropriate FY24 earnings (retained earnings) to cover the replacement of a load tap changer at Sub H, transfer funds to the utility capital reserve fund for future CIP projects, and increase the reserve for rate stabilization from \$10,500,000 to \$15,000,000.

Adopted this 14th day of November, 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
Utility Project Reserves**

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

SECTION 1. The project authorized and amended is utility project reserves.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation and amendments of the project/projects within the terms of the plans and specifications for the projects. The purpose authorized is to accumulate funds for future projects and capital outlay that are listed in the Capital Improvement Plan listing or the City’s Operating Budget. Funds will be accumulated until such time the City Council designates the funds for projects. The Electric/Water/Wastewater Funds will serve as the funding source for the Utility Capital Reserve Fund upon City Council approval and withdrawals must be approved by City Council through an ordinance.

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

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
282-4501610	Transfer from Electric	\$8,340,897	\$13,340,897	\$5,000,000
8120-5811081	Future Elec Projects	\$9,229,316	\$14,229,316	\$5,000,000

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

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

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

Duly adopted by the City Council of the City of Concord, North Carolina this 14th day of November, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

GRANT PROJECT ORDINANCE

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

SECTION 1. The project authorized is the ARPA Operating Assistance Grant.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the Federal Transit Administration (FTA).

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

Revenues Account	Title	Current Budget	Amended Budget	(Decrease) Increase
630-4357300				
630-4357300	Federal Aid	25,437,343	25,771,685	334,342
				334,342

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

Exp. Account	Title	Current Budget	Amended Budget	(Decrease) Increase
7690-5194000				
7690-5194000	Contract Services	14,120,206	14,454,548	334,342
				334,342

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 14th day of November, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney

GRANT PROJECT ORDINANCE

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

SECTION 1. The project authorized is the 5339 Bus and Bus Facilities grant.

SECTION 2. The City Manager is hereby authorized to proceed with the implementation of the project within terms of a grant agreement with the Federal Transit Administration (FTA).

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

Revenues Account	Title	Current Budget	Amended Budget	(Decrease) Increase
630-4357300				
630-4357300	Federal Aid	25,771,685	25,844,040	72,355
630-4337000				
630-4337000	Local Shared Revenue	9,215,058	9,224,102	9,044
630-4501100				
630-4501100	Transfer from General Fund	8,289,585	8,298,630	9,045
				90,444

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

Exp. Account	Title	Current Budget	Amended Budget	(Decrease) Increase
7690-5194000				
7690-5194000	Contract Services	14,454,548	14,544,992	90,444
				90,444

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 14th day of November, 2024.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



Quarterly Council Report

UTILITY EXTENSIONS/ADDITIONS PERMITTED

July 1- September 30, 2024

SUMMARY

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

In summary, the water distribution and wastewater collection expansion projects, as permitted by the City of Concord's delegated permitting program during the quarter of **July 1- September 30, 2024**, are as follows:

WATER- *The City of Concord initiated water distribution system extensions permitted by the City of Concord's delegated permitting 1,474 linear feet of 14-inch water lines, 7 linear feet of 8-inch water lines, and other appurtenances to replace existing water lines and provide services to existing customers, with an average domestic water demand of 380 GPD, of treated water from the City of Concord's existing potable water distribution system.*

The Developer initiated PUBLIC water distribution system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 1,623 linear feet of 8-inch water main, hydrants and other appurtenances to serve 33 single-family cottages (2-bedroom), 17 multi-family units (3 1-bedroom and 14 2-bedroom units), and Memory Care Expansion (12 1-bedroom units plus Clubhouse with 34 max occupants at 5gpd/occupant), 11 3-bedroom townhome units, a 5,872 sq. ft. fast food restaurant, and a warehousing/distribution facility, with an average domestic & commercial water demand of 12,500 GPD, of treated water from the City of Concord's existing potable water distribution system.

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

The Developer initiated wastewater collection system extensions permitted by the City of Concord's delegated permitting program consisted of sewer flow only to serve 11 3-bedroom townhome units, with a total average domestic wastewater discharge of 2,475 GPD.

*Please reference the following pages for more information concerning the authorized expansion and the associated particulars of each project permitted by the City from **1st of July to the 30th of September, 2024**:*

Water Distribution System Extensions: July 1- September 30, 2024

Date Issued: July 23, 2024
Project Title: **Taylor Glen**
Project #: 2024-006 & Accela PRS2023-03292
Developer: Baptist Retirement Homes of North Carolina, Inc.
Reed Vanderslik, President
3700 TaylorGlen Lane NW
Concord, NC 28027
P) 336-748-6446
Email) rvanderslik@brh.org

Description: Construction of approximately 1,474 linear feet of 8-inch water lines with 10 in-line valves, 1 hydrant and other appurtenances to provide potable water to serve 33 single-family cottages (2-bedroom), 17 multi-family units (3 1-bedroom and 14 2-bedroom units), and Memory Care Expansion (12 1-bedroom units plus Clubhouse with 34 max occupants at 5gpd/occupant) located off of Pitts School Rd and Leo Rd., with an average Domestic water demand of 4,800 GPD.

Date Issued: July 23, 2024
Project Title: **Old Charlotte Road Waterline Replacement**
Project #: 2023-042
Developer: City of Concord Water Resources
Crystal Scheip, Project Manager
635 Alfred Brown Jr Court SW
Concord, NC 28025
P) 704-920-5287
Email) scheipc@concordnc.gov

Description: Construction of approximately 1,474 linear feet of 14-inch water lines with 3 in-line valves, 2 hydrant(s), and other appurtenances to replace the existing 12-inch water line to improve the water supply system and to serve 18 units Single Family Homes, located off of Rocky River Rd and Manassas Dr and Dogwood Park with zero increase to the existing water demand.

Date Issued: July 30, 2024
Project Title: **Tucker's Walk Phase 3**
Project #: 2023-054 & Accela PRS2022-02214
Developer: Streetscape Land Properties, LLC
David Miller, Manager
10815 Sikes Place, Suite 300
Charlotte, NC 28277
P) 7042461492
Email) david@raleymler.com

Description: Construction of approximately 85 linear feet of 8-inch water main with one valve with associated appurtenances to serve 11 3-bedroom townhome units with a domestic water demand of 4,400 GPD.

Date Issued: August 2, 2024
Project Title: **Chick-Fil-A-Concord PKWY**
Project #: 2023-055 & Accela PRS2023-02703
Developer: Chick-Fil-A
Brent Edmiston
5200 Buffington Road
Atlanta, GA 30349
P) 336-210-6072
Email) brent.edmiston@cfacorp.com
Description: Construction of approximately 46 linear feet of 8-inch water lines with 2 in-line valves, and other appurtenances to provide potable water to serve a 5,872 sq. ft. fast food restaurant located off of Concord PKWY with an average Commercial water demand of 1,800 GPD.

Date Issued: August 28, 2024
Project Title: **Five Star Race Car Bodies**
Project #: 2024-031 & Accela PRS2024-00675
Developer: Five Star Investments V, LLC
Carl Schultz, Owner
8899 368th Ave
Twin Lakes, Wisconsin 53181
P) 762-877-2171
Email) carl.schultz@fivestarbodies.com
Description: Construction of approximately 18 linear feet of 8-inch water lines with 1 in-line valves and other appurtenances to provide potable water to a warehousing/distribution facility located off Woodhaven Place NW, with an average water demand of 1,500 GPD.

Date Issued: September 4, 2024
Project Title: **Concord Fleet Services**
Project #: 2021-027 & Accela PRS2023-03429
Developer: City of Concord
Doug Summer, Director of Fleet Services
PO BOX 308
Concord, NC 28026
P) 704-920-5431
Email) summerd@concordnc.gov
Description: Construction of approximately 7 linear feet of 8-inch water lines with 1 in-line valves, and other appurtenances to provide potable water to serve the Fleet Services building, located off Alfred Brown Jr. Court, with an average water demand of 380 GPD.

Wastewater Distribution System Extensions: July 1- September 30, 2024

Date Issued: July 30, 2024
Project Title: **Tucker's Walk Phase 3**
Project #: 2023-054 & Accela PRS2022-02214
Developer: Streetscape Land Properties, LLC
David Miller, Manager
10815 Sikes Place, Suite 300
Charlotte, NC 28277
P) 7042461492
Email) david@raleymler.com

Description: Construction of eleven sewer service lateral additions to the existing sewer main to serve 11 3-bedroom townhome units with a domestic wastewater flow of 2,475 GPD.

IDENTITY THEFT PREVENTION PROGRAM INCIDENT REPORT

CITY OF CONCORD

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

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

Recommendations: None

Incidents: November 2023 - October 2024

Date	Coworker	Incident	City Response	Mitigation
none				

Tax Report for Fiscal Year 2024-2025

FINAL REPORT

September

Property Tax Receipts- Munis

2024 BUDGET YEAR	3,847,170.74
2023	21,969.89
2022	2,674.26
2021	535.40
2020	272.35
2019	118.34
2018	40.56
2017	179.66
2016	179.66
2015	180.67
Prior Years	
Interest	2,280.13
Refunds	
	<u>3,875,601.66</u>

Vehicle Tax Receipts- County

2024 BUDGET YEAR	529,710.54
2023	
2022	
2021	
2020	
2019	
2018	
Prior Years	
Penalty & Interest	8,725.87
Refunds	
	<u>538,436.41</u>

Fire District Tax - County

2024 BUDGET YEAR	3,360.95
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Less: Collection Fee from County

Net Ad Valorem Collections	<u>4,417,399.02</u>
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423:Vehicle Tag Fee-Transportation Impr Fund	36,214.20
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100:Vehicle Tag Fee	147,051.60
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630:Vehicle Tag Fee-Transportation Fund	36,214.20
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Less Collection Fee - Transit

Net Vehicle Tag Collection	<u>219,480.00</u>
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Privilege License	250.00
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Prepaid Privilege Licenses	
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Privilege License interest	54.52
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Total Privilege License	<u>304.52</u>
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Oakwood Cemetery current	3,075.00
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Oakwood Cemetery endowment	-
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Rutherford Cemetery current	3,441.68
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Rutherford Cemetery endowment	933.32
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West Concord Cemetery current	525.00
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West Concord Cemetery endowment	-
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Total Cemetery Collections	<u>7,975.00</u>
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Total Collections	<u>\$ 4,645,158.54</u>
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Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	18,437.99
Discovery Penalty	1,040.37
Total Amount Invoiced - Monthly	<u>19,478.36</u>
Total Amount Invoiced - YTD	93,569,991.16

Current Year	
Less Abatements (Releases)	
Real	66,895.96
Personal	
Discovery	
Penalty - all	
Total Abatements	<u>66,895.96</u>

Adjusted Amount Invoiced - monthly	(47,417.60)
Adjusted Amount Invoiced - YTD	93,428,937.30

Current Levy Collected	3,847,170.74
Levy Collected from previous years	26,150.79
Penalties & Interest Collected	2,280.13
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	<u>3,875,601.66</u>
Total Collected - YTD	11,547,607.97

Total Collected - net current levy -YTD 11,375,829.22

Percentage of Collected -current levy 12.18%

Amount Uncollected - current year levy 82,053,108.08

Percentage of Uncollected - current levy 87.82%

100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of September 2024

RELEASES		
CITY OF CONCORD	\$	66,895.96
CONCORD DOWNTOWN	\$	98.38

REFUNDS		
CITY OF CONCORD	\$	-
CONCORD DOWNTOWN	\$	-

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2018	0	0	0	0.0048	0.00	0.00	
2019	0	1,395	1,395	0.0048	6.70	4.02	
2020	0	79,309	79,309	0.0048	380.68	190.35	
2021	0	71,708	71,708	0.0048	344.20	137.67	
2022	0	116,035	116,035	0.0048	556.97	167.09	
2023	0	362,657	362,657	0.0048	1,740.75	348.15	
2024	111,983	3,556,752	3,668,735	0.0042	15,408.69	193.09	
Total	111,983	4,187,856	4,299,839		\$ 18,437.99	\$ 1,040.37	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
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	
2024	0	21,670	21,670	0.0016	34.67	3.47	
Total	0	21,670	21,670		\$ 34.67	\$ 3.47	

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 9/30/2024

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP ING US FDG LLC 0 10/18/2024	4497W0KJ6	5,000,000.00	4,847,166.67	10/18/2024	5.405	1.18	3/22/2024	96.943333	18
CP NATIXIS NY 0 10/25/2024	63873JKR0	5,000,000.00	4,844,255.55	10/25/2024	5.408	1.18	3/25/2024	96.885111	25
CP MUFGBANK LTD 0 11/15/2024	62479LLF0	5,000,000.00	4,866,533.33	11/15/2024	5.425	1.19	5/17/2024	97.330667	46
CP CREDIT AGRICOLE CIB NY 0 11/22/2024	22533TLN4	5,000,000.00	4,844,680.56	11/22/2024	5.470	1.18	4/25/2024	96.893611	53
CP LMA AMERS LLC 0 1/10/2025	53944QNA4	5,000,000.00	4,850,569.44	1/10/2025	5.463	1.19	6/21/2024	97.011389	102
CP MOUNTCLIFF FUNDING 0 2/21/2025	62455FPM2	5,000,000.00	4,876,220.85	2/21/2025	4.994	1.19	8/22/2024	97.524417	144
CP BNP PARIBAS NY 0 5/23/2025	09659BSP6	5,000,000.00	4,832,995.85	5/23/2025	4.624	1.18	8/27/2024	96.659917	235
CP TOYOTA MTR CR CORP 0 6/6/2025	89233GT63	5,000,000.00	4,836,358.35	6/6/2025	4.528	1.18	9/10/2024	96.727167	249
Sub Total / Average Commercial Paper		40,000,000.00	38,798,780.60		5.165	9.48		96.997728	109
FFCB Bond									
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.02	11/12/2021	99.6	21
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.22	12/10/2021	100	70
FFCB 5 3/10/2025	3133EPCW3	5,000,000.00	5,000,989.35	3/10/2025	4.984	1.22	8/10/2023	100.019787	161
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.22	4/21/2021	100	203
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.22	9/29/2020	100	364
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.22	12/22/2021	100	448
FFCB 4.625 3/5/2026	3133EP4K8	5,000,000.00	4,999,610.20	3/5/2026	4.628	1.22	3/22/2024	99.992204	521
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.22	12/17/2020	100	624
FFCB 4.75 9/1/2026	3133EPUW3	5,000,000.00	4,971,300.00	9/1/2026	4.961	1.22	9/22/2023	99.426	701
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.22	9/28/2021	100	728
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.22	3/30/2020	100	911
FFCB 4.58 8/27/2027-25	3133ERRA1	5,000,000.00	5,000,000.00	8/27/2027	4.580	1.22	8/27/2024	100	1,061
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.22	3/10/2021	100	1,257
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.22	3/23/2021	100	1,270
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.22	2/16/2021	99.725	1,578
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.21	3/24/2021	99.2	1,627
Sub Total / Average FFCB Bond		79,189,000.00	79,090,393.55		2.018	19.33		99.87607	728
FHLB Bond									
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.22	1/27/2022	100	119
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.22	1/29/2021	99.98	288
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.22	1/20/2021	99.98	385
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.22	12/30/2020	100	456
FHLB 5.35 1/23/2026-25	3130B14G9	5,000,000.00	5,000,000.00	1/23/2026	5.350	1.22	4/25/2024	100	480
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.22	1/29/2021	100	486
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.22	2/17/2021	99.9	505
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.22	3/10/2021	100	526
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.22	4/29/2021	100	576
FHLB 5.2 6/30/2026-24	3130B03A5	5,000,000.00	4,998,250.00	6/30/2026	5.218	1.22	2/27/2024	99.965	638
FHLB 3.86 12/18/2026-25	3130B2W68	4,985,000.00	4,985,000.00	12/18/2026	3.860	1.22	9/30/2024	100	809
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.22	8/28/2020	99.725	1,051
FHLB 4.25 9/10/2029-25	3130B2TX3	5,000,000.00	5,000,000.00	9/10/2029	4.250	1.22	9/23/2024	100	1,806
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.22	11/1/2019	100	1,858

Sub Total / Average FHLB Bond		69,985,000.00	69,962,500.00		2.033	17.10		99.967903	713
FHLMC Bond									
FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.32	3/4/2022	99.386016	135
FHLMC 5.15 2/14/2025-23	3134GYJ29	5,000,000.00	4,984,200.00	2/14/2025	5.409	1.22	11/17/2023	99.684	137
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.30	8/4/2022	92.438	294
FHLMC 0.375 9/23/2025	3137EAEX3	1,570,000.00	1,405,668.10	9/23/2025	4.166	0.34	10/6/2022	89.533	358
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.22	11/4/2022	88.468864	358
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	358
FHLMC 5.15 2/18/2026-24	3134H1TY9	5,250,000.00	5,249,212.50	2/18/2026	5.159	1.28	2/23/2024	99.985	506
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.22	7/14/2020	100	652
FHLMC 3.75 8/28/2026-25	3134HAHZ9	5,000,000.00	4,966,150.00	8/28/2026	4.095	1.21	8/30/2024	99.323	697
FHLMC 5.55 10/30/2026-24	3134H1GU1	5,000,000.00	4,996,250.00	10/30/2026	5.578	1.22	10/30/2023	99.925	760
FHLMC 5.2 12/4/2026-24	3134H1LA9	5,000,000.00	5,000,000.00	12/4/2026	5.200	1.22	12/4/2023	100	795
FHLMC 5.25 12/11/2026-24	3134H1MA8	5,000,000.00	5,000,000.00	12/11/2026	5.250	1.22	12/15/2023	100	802
FHLMC 4.25 2/22/2027-24	3134H1SN4	5,000,000.00	4,952,500.00	2/22/2027	4.593	1.21	2/22/2024	99.05	875
FHLMC 2.67 3/25/2027-24	3134GXNM2	5,000,000.00	4,745,882.69	3/25/2027	4.500	1.16	3/25/2024	94.917654	906
FHLMC 5.25 6/17/2027-25	3134H12Q5	5,000,000.00	5,000,000.00	6/17/2027	5.250	1.22	6/21/2024	100	990
FHLMC 4.375 6/25/2027-25	3134H13G6	5,000,000.00	4,961,910.00	6/25/2027	4.650	1.21	6/25/2024	99.2382	998
FHLMC 3.5 7/1/2027-25	3134HAPH0	5,000,000.00	4,972,500.00	7/1/2027	3.713	1.22	9/27/2024	99.45	1,004
FHLMC 4.5 7/9/2027-25	3134H14T7	5,000,000.00	4,967,500.00	7/9/2027	4.736	1.21	7/15/2024	99.35	1,012
FHLMC 3.375 9/23/2027-25	3134HALQ4	5,000,000.00	4,964,770.00	9/23/2027	3.624	1.21	9/23/2024	99.2954	1,088
FHLMC Step 1/12/2029-24	3134H1PC1	5,000,000.00	5,000,000.00	1/12/2029	6.019	1.22	1/12/2024	100	1,565
FHLMC Step 8/20/2029-25	3134HAGE7	5,000,000.00	5,000,000.00	8/20/2029	4.286	1.22	8/20/2024	100	1,785
Sub Total / Average FHLMC Bond		86,010,000.00	85,077,250.91		4.484	20.79		98.972081	871
FNMA Bond									
FNMA 1.625 10/15/2024	3135G0W66	1,740,000.00	1,797,259.31	10/15/2024	0.527	0.44	10/6/2021	103.290765	15
FNMA 1.625 10/15/2024	3135G0W66	640,000.00	656,959.05	10/15/2024	0.714	0.16	11/4/2021	102.649852	15
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.22	7/19/2021	99.797	77
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.26	1/5/2022	101.665856	99
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.31	5/5/2022	93.265273	204
FNMA 0.625 4/22/2025	3135G03U5	5,000,000.00	4,761,950.00	4/22/2025	4.500	1.16	1/12/2024	95.239	204
FNMA 0.5 6/17/2025	3135G04Z3	925,000.00	861,249.00	6/17/2025	2.892	0.21	6/6/2022	93.108	260
FNMA 0.5 6/17/2025	3135G04Z3	1,365,000.00	1,271,599.52	6/17/2025	2.943	0.31	7/7/2022	93.157474	260
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.22	7/14/2020	100	287
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.22	8/19/2020	100	323
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.22	8/25/2020	100	329
FNMA 0.375 8/25/2025	3135G05X7	920,000.00	839,132.00	8/25/2025	3.521	0.21	9/7/2022	91.21	329
FNMA 0.5 11/7/2025	3135G06G3	1,295,000.00	1,169,555.72	11/7/2025	4.152	0.29	1/5/2023	90.313183	403
FNMA 0.5 11/7/2025	3135G06G3	830,000.00	743,924.04	11/7/2025	4.682	0.18	3/7/2023	89.629402	403
FNMA 0.5 11/7/2025	3135G06G3	885,000.00	815,301.29	11/7/2025	3.719	0.20	4/5/2023	92.12444	403
FNMA 0.57 12/29/2025-21	3135GABS9	5,000,000.00	4,563,350.00	12/29/2025	4.967	1.12	11/17/2023	91.267	455
FNMA 2.125 4/24/2026	3135G0K36	545,000.00	519,466.75	4/24/2026	3.805	0.13	5/3/2023	95.315	571
FNMA 0.75 7/30/2026-20	3136G4D91	1,000,000.00	888,980.00	7/30/2026	5.116	0.22	10/27/2023	88.898	668
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.22	10/29/2020	100	759
FNMA 5 1/4/2027-24	3135GAL58	5,000,000.00	4,998,750.00	1/4/2027	5.009	1.22	1/12/2024	99.975	826
FNMA 5 1/8/2027-25	3135GALP4	5,000,000.00	5,000,000.00	1/8/2027	5.000	1.22	1/12/2024	100	830
FNMA 5.25 2/2/2027-24	3135GAMS7	5,000,000.00	5,000,000.00	2/2/2027	5.250	1.22	2/2/2024	100	855
FNMA 5.3 3/4/2027-25	3135GAPU9	5,000,000.00	5,000,000.00	3/4/2027	5.300	1.22	3/4/2024	100	885
FNMA 4.25 4/9/2027-25	3135GAQU8	5,000,000.00	4,951,479.86	4/9/2027	4.600	1.21	4/9/2024	99.029597	921
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.22	11/4/2020	100	1,130
Sub Total / Average FNMA Bond		77,560,000.00	76,169,789.03		2.924	18.62		98.328109	556
Local Government Investment Pool									
NC CLASS LGIP	NCCLASS	7,068,171.08	7,068,171.08	N/A	5.050	1.73	5/24/2024	100	1

NCCMT LGIP	NCCMT481	21,982,902.09	21,982,902.09	N/A	4.860	5.37	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		29,051,073.17	29,051,073.17		4.906	7.10		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	21,114,988.61	21,114,988.61	N/A	4.900	5.16	3/31/2019	100	1
Sub Total / Average Money Market		21,114,988.61	21,114,988.61		4.900	5.16		100	1
Treasury Bill									
T-Bill 0 3/20/2025	912797KJ5	5,000,000.00	4,897,533.35	3/20/2025	4.389	1.20	9/27/2024	97.950667	171
Sub Total / Average Treasury Bill		5,000,000.00	4,897,533.35		4.389	1.20		97.950667	171
Treasury Note									
T-Note 4.5 11/30/2024	91282CFX4	5,000,000.00	4,977,150.00	11/30/2024	5.278	1.22	4/25/2024	99.543	61
Sub Total / Average Treasury Note		5,000,000.00	4,977,150.00		5.278	1.22		99.543	61
Total / Average		412,910,061.78	409,139,459.22		3.422	100		99.130753	560