



City Council Agenda

Thursday, May 8, 2025

6:00 PM

City Hall

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

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

I. Call to Order

II. Pledge of Allegiance and Moment of Silent Prayer

III. Approval of Minutes

March 25, April 8, and April 10, 2025

IV. Presentations

1. Presentation of retirement plaque to Major Keith Eury for over 28 years of service to the City of Concord.

Major Keith Eury is retiring from the Concord Police Department after 28 years of service. He began his law enforcement career in 1997, interning with the Concord Police Department while attending the University of North Carolina at Charlotte. After graduating, he was sponsored by the department to attend Basic Law Enforcement Training (BLET) at the NC Justice Academy in Salemburg, NC.

Major Eury served nine years in the patrol division, achieving the rank of Master Police Officer, before transferring to the Criminal Investigations Division in 2006. He was promoted to Sergeant in 2008 and Captain in 2010, serving as the Baker District Captain. Promoted to Major in 2016, he currently leads the Administration Bureau, which includes budget management, strategic planning, and training.

Major Eury holds a Bachelor of Science degree in Criminal Justice from UNC Charlotte, an MBA from Pfeiffer University, and a graduate certificate in Public Administration from Clemson University. He is also a graduate of the FBI National Academy and the North Carolina Justice Academy's Management Development Program.

2. Recognition of Public Affairs for winning two Excellence in Communications Awards from the North Carolina City & County Communicators (NC3C).

The Public Affairs team earned recognition in the two most competitive categories that received the highest number of award submissions - winning First Place in the Small Population Photography category, and Second Place in the Small Population Single Post category.

3. Presentation of a Proclamation recognizing the week of May 4-10, 2025 as Professional Municipal Clerks Week.

4. Presentation of a Proclamation recognizing May 18 - 24, 2025 as National Public Works Week.

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

5. **Presentation of a Proclamation recognizing May as Frontline Worker Appreciation Month.**
6. **Presentation of a Proclamation recognizing May 15, 2025 as Social Action Day in honor of the Concord Alumnae Chapter of Delta Sigma Theta Sorority, Inc.**
7. **Presentation of a retirement plaque to Planning & Neighborhood Development Director, Steve Osborne, for 35 years with the City of Concord.**

Steve began his career with the city in 1989 as the Community Development Coordinator where he founded the City's first CDBG program, making a huge difference in the lives of Concord residents. Steve was promoted to Deputy Planning Director in 2003 and Director in 2018. He was a driving force behind the creation of ClearWater Arts Center & Studios and also contributed to the development of the bicentennial parking lot, the Lofts 29 project, the Concord Hotel project, and the Union Streetscape project.

Steve obtained his master's degree in public administration from the University of North Carolina at Charlotte and received a B.S. in City and Regional Planning and Geography from Appalachian State University. Steve served as the President of the NC Community Development Association, he was a two-time Keystone award winner and served as a member of the Department of Corrections Community Resource Council. His leadership, dedication, and wisdom will be greatly missed.

V. Unfinished Business

VI. New Business

A. Informational Items

B. Departmental Reports

1. Parks and Recreation Bonds update

C. Recognition of Persons to be Heard

D. Public Hearings

1. **Conduct a public hearing and consider adopting a resolution on the matter of closing the right-of-way of an unopened +/- 30-foot-wide alley connecting Union St. S to Sunset Dr. SE and running parallel to Louise Dr. SE.**

The proposal includes the abandonment of the right-of-way for a +/- 312-foot-long portion of alley that runs behind 4 Louise Dr. SE. The alley was never opened and is unimproved. Stephen Bradley & Karen Bradley, owners of 4 Louise Dr., SE, filed the application. The other adjoining property owners are Renda & Albert Powell and Seth and Bethany Jean Micarelli. Each property owner will receive a portion of the alley being abandoned.

Staff posted signs two (2) places along the right-of-way, sent copies of the approved resolution of intent to all neighboring owners after adoption, and advertised in the newspaper once a week for four (4) consecutive weeks, all as required by the General Statutes. All City departments have reviewed the petition, and there are no objections.

Recommendation: Conduct a public hearing and consider adopting a resolution on the matter of closing the right-of-way of an unopened +/- 30-foot-wide alley connecting Union St. S to Sunset Dr. SE and running parallel to Louise Dr. SE.

E. Presentations of Petitions and Requests

1. **Consider adopting an ordinance amending Chapter 58, Traffic and Vehicles, of the Code of Ordinances to add a new Article IX, Commercial Pedal Vehicles.**

The purpose of this proposed ordinance amendment is to adopt rules and regulations pursuant to 160A-174, related to the use and operation of Commercial Pedal Vehicles on the streets of Concord. These

types of vehicles are registered and inspected by the State of North Carolina. They are allowed to operate on streets with a speed limit of 35mph or less and the consumption of alcoholic beverages by passengers is allowed under the State Statute. This ordinance amendment seeks to establish clear rules and procedures for the safe and respectful operation of commercial pedal vehicles in the City of Concord.

Recommendation: Motion to adopt an ordinance amending Chapter 58, Traffic and Vehicles of the Code of Ordinances to add a new Article IX, Commercial Pedal Vehicles.

2. Consider authorizing the City Manager to execute a work authorization contract in the amount not to exceed \$99,916.72 with Talbert, Bright, and Ellington, Inc. (TBE) to provide professional engineering, design, and bidding services for a Rental Car Parking Lot Project at Concord-Padgett Regional Airport.

The existing Rental Car parking lot is limited and undersized for the current activity at the airport. There are just thirty-seven (37) parking spaces for ready vehicles and no dedicated vehicle drop-off area. This project will assess the recently paved "North Overflow Lot" on Aviation Blvd. and design a remote car rental facility that would include area for a temporary building used for check in and office space, a vehicle return area, and significantly more spaces for parked rental vehicles than are available at the existing Commercial Terminal Rental Car Lot. This parking lot currently has 116 marked spaces.

There is no immediate or near-term demand for airline passenger parking at the "North Overflow Lot." Its best use would be as a remote car rental location that would free up space for additional employee parking at the commercial terminal.

Funding for this contract comes from the Rental Car Facility Fees collected and allocated specifically for improvements to rental car facilities at the Airport. Currently, there is \$593,332 in that fund to cover this portion of the project.

Recommendations: Motion to authorize the City Manager to execute the work authorization contract with TBE in the amount not to exceed \$99,916.72 for engineering, design, and bidding services for a Rental Car Parking Lot Project at Concord-Padgett Regional Airport.

3. Consider authorizing the City Manager to execute change order #2 for the Fuel Farm Expansion at Concord-Padgett Regional Airport.

During the Fuel Farm Expansion, certain areas of pavement surrounding the project site have deteriorated to a point where it requires rehabilitation. The current pavement surface area is the original asphalt paved in 1994. Once these areas are rehabilitated, it will minimize Foreign Object Damage (FOD) to the Airport Operations Area. The funding for these improvements will be from NCDOT-Aviation Airport Improvement Program.

Recommendations: Motion to authorize the City Manager to execute change order #2 in the amount \$40,279.30 and budget amendment.

4. Consider approving updated design options for David Phillips Park.

The changes identified for Council's consideration will bring the cost estimate for construction to \$3,719,539. The current project construction cost estimate is \$5,588,636. The budget estimate is \$3,582,340 which includes design. The current amount available in the budget is \$3,248,580.

The design for David Phillips Park was approved by Council in October 2024. Staff moved forward with project permitting and final design documents to prepare construction documents and bidding.

During the permitting phase and soil testing it was identified the soil at the area identified for the Aviary was not stable and would not support the structure planned for the site. Staff along with the consultant identified an alternative for the Aviary with cost savings of \$155,976.

Additionally, staff and the consultant McAdams have identified additional items for consideration to reduce the overall cost of the project without changes to the overall master plan. The items identified are material for terraced garden, SCM path, greenway material, playground equipment, additional savings due to these changes and material for the overlook. If approved the cost savings would be \$1,869,097 under the estimated project cost and over \$470,959 from the available budget. The estimate \$3,719,539 includes 8% contingency and 12.5% for GC overhead.

Recommendation: Motion to approve the modified design for the new David Phillips Park and authorize the City Manager and staff to continue final project permitting and enter the bidding process for the bond-funded construction per final design documents.

5. Consider adopting a Municipal Ordinance for declaring NO PARKING ANY TIME along both sides of Robins Way SW from Pitts School Rd. SW to Concord Pkwy. S (a distance of approximately 1750-ft.) and both sides of Halton Crossing Dr. SW from Robins Way SW to Coventry Commons Ave. SW (a distance of approximately 560-ft) under Chapter 58 Section 303 of the City Code.

Residents on Robins Way SW and Halton Crossing Dr. SW has requested No Parking signs due to concerns of sight distance issues due to numerous large commercial vehicles parking along the streets. Staff investigated such and discussed with the Traffic Safety Advisory Committee. The Committee recommended prohibiting parking along the inside radius of Robins Way SW to mitigate the potential of head on accidents. No Parking signs were erected in February 2023. Further investigation indicated the need for additional clear area. Additional No Parking signs were erected June 2023.

Halton Crossing Dr. SW is currently designated as allowing unrestricted on-street parking in its entirety under Schedule IV of the City Street Control Schedule. Robins Way SW is currently posted No Parking for 400' along the inside radius of the curve. With large vehicles parking on both sides of the road, there are continued concerns by the businesses and surrounding residents of adequate sight distance at intersections and driveways and complaints of commercial trucks not associated with the surrounding businesses parking for extended periods of time. See attached map for proposed NO PARKING areas.

Recommendation: Motion to approve a Municipal Ordinance for declaring NO PARKING ANY TIME along both sides of Robins Way SW from Pitts School Rd. SW to Concord Pkwy. S (a distance of approximately 1750-ft.) and both sides of Halton Crossing Dr. SW from Robins Way SW to Coventry Commons Ave. SW (a distance of approximately 560-ft) under Chapter 58 Section 303 of the City Code.

6. Consider adopting a resolution requesting to reduce the Speed Limit of US 601 (Warren C. Coleman Blvd) from Armentrout Dr. SW to 0.22 Miles south of Zion Church Rd. E (Concord City Limits) from 55 MPH to 45 MPH.

NCDOT has recommended the speed limit on US 601 (Warren C. Coleman Blvd) from Armentrout Dr. SW to 0.22 Miles south of Zion Church Rd. E (Concord City Limits) be reduced from 55 MPH to 45 MPH. NCDOT requests that changes within in the City Limits be adopted as a resolution from City Council in support of the change. City Transportation staff agree due to the characteristics of this section of road, spacing of driveways, intersections, density of businesses, and increase traffic and turning movements.

NCDOT will also pursue reducing the speed limit on US 601 from Concord City Limits to Flowes Store Rd/Miami Church Rd from 55 MPH to 45 MPH.

Recommendation: Motion to adopt a resolution requesting to reduce the Speed Limit of US 601 (Warren C. Coleman Blvd) from Armentrout Dr. SW to 0.22 Miles south of Zion Church Rd. E (Concord City Limits) from 55 MPH to 45 MPH.

7. Consider authorizing the City Manager to negotiate and execute a contract with Clearwater Inc. in the amount of \$202,765.86 for wastewater SCADA Integration and approve the attached budget amendment.

In February, an RFP was publicly advertised. Three responses were received. After evaluation, the selected vendor is Clearwater Inc. at a price of \$202,765.86. This project will install modernized Mission SCADA equipment to receive real-time data and alerting to all 22 wastewater pump stations.

Recommendation: Motion to authorize the City Manager to negotiate and execute a contract with Clearwater Inc. for wastewater SCADA Integration and rainfall sensors in the amount of \$202,765.86 and approve the attached budget amendment.

8. Consider accepting a preliminary application from Steven McDonald.

In accordance with City Code Chapter 62, Steven McDonald has submitted a preliminary application to receive water and sewer service outside the City limits. The property is located at 5031 Flowes Store Rd., Concord NC. This 2.54 acre parcel is zoned county LDR and is located within Area B. The owners wish to build one single family home. Sewer is available to the parcel. The parcel is not contiguous to the City Limits.

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

VII. Consent Agenda

A. Consider approving one additional “Personal Day Off” for City employees who serve as a Recognized Neighborhood Liaison.

Through the City’s Partnership for Stronger Neighborhoods Program, every Recognized Neighborhood is assigned a City liaison. The City Manager appoints a full-time employee to serve as the liaison. Recognized Neighborhood Liaisons regularly attend community association meetings to listen to and respond to neighborhood concerns that can be addressed through City services and resources. The liaisons also convey official communications and notifications from City departments on a variety of programs, services, events and activities.

Each year, liaisons are given a small monetary gift, typically a \$100 gift card, in appreciation for their service. The liaison pays taxes on the gift card. In Fiscal Year (FY) 2023-2024, Council approved an option for liaisons to receive one additional “Personal Day Off” in lieu of the gift card. Out of a total of 62 neighborhood liaisons, 42 chose the personal day off appreciation gift in FY 24.

If approved by Council, full -time employees who have served as Recognized Neighborhood Liaisons for at least seven months during Fiscal Year 2024-2025 would again be given the option of selecting one additional “Personal Day Off” in lieu of the \$100 gift card for their appreciation gift. The one additional “Personal Day Off” would take effect on July 1, 2025 and must be used by June 30, 2026.

Recommendation: Motion to approve one additional personal day off as a benefit to full-time city employees who served as a Recognized Neighborhood Liaison in Fiscal Year 2024-2025 for at least seven months. The one additional “Personal Day Off” is available beginning July 1, 2025, and must be used by June 30, 2026.

B. Consider authorizing Concord-Padgett Regional Airport to apply for the Bipartisan Infrastructure Legislation Program (BIL) Grant Funding for FY26-FY28 (years three through five).

Concord-Padgett Regional Airport is a recipient of a five-year BIL grant, and as in the 2024 fiscal year, the agency has again designated the City of Concord as a sub-recipient for FY26-FY28 funding application for the following Airport Projects; N GA A1 TaxiLane Rehabilitation, Air Carrier Apron Expansion and Hangar - Development (North Apron).

Recommendation: Motion to authorize Concord -Padgett Regional Airport to apply for the Bipartisan Infrastructure Legislation Program (BIL) Grant for FY26-FY28 (years three through five).

C. Consider authorizing Concord-Padgett Regional Airport to apply for the FY25 North Carolina Department of Transportation, State Transportation Improvement Program (STIP) Grant.

The FY25 North Carolina Department of Transportation State Transportation Improvement Program (STIP) Grant provides state aid in the forms of loans and grants to cities, counties and public airport authorities for the purpose of planning, acquiring, constructing, or improving municipal, county and other publicly owned or controlled airport facilities. If awarded, the funds of \$300,000 will be utilized for the design and construction of the South Development Area Apron Expansion.

Recommendation: Motion to authorize Concord-Padgett Regional Airport to apply for the FY25 North Carolina Department of Transportation State Transportation Improvement Program (STIP) Grant.

D. Consider authorizing the Parks & Recreation Department to partner with Atrium Health Cabarrus and Safe Kids Cabarrus to paint a playground on the asphalt at Les Myers Park.

This initiative, Paint the Playground (Asphalt Play Prints) would add playful and educational elements on top of asphalt that could include hopscotch, foursquare, checkers and chess boards, tic-tac-toe, animal footprint trails and custom learning games with letters, numbers, and more.

Grants from Cabarrus Arts Council and Cabarrus Healthcare Foundation cover all costs to paint the space.

This initiative would provide a fun interactive artistic addition to the park. Beyond brightening play areas, the painted designs can help reduce falls, prevent injuries, deter bullying, and provide accessible play opportunities for children with special needs.

Recommendation: Motion to authorize the Parks & Recreation Department to partner with Atrium Health Cabarrus and Safe Kids Cabarrus to paint a playground on the asphalt at Les Myers Park.

E. Consider authorizing the Transportation Department to apply for funds from the NCDOT Toll Credit Program for Federal-aid Projects with Local Match for EB-5732 Bruton Smith Blvd Sidewalk Project.

The Federal Highway Administration (FHWA) uses toll credits to reward states for spending toll revenue on projects that would otherwise require federal-aid support. NCDOT has developed a pilot program to apply a portion of the available funds to support projects delayed due to cost increases. Toll credits will only be used to cover the match on increases and not the entire project. Projects must be included in the NC State Transportation Improvement Program (STIP) and be funded through either TAP (Transportation Alternatives), CMAQ (Congestion Mitigation & Air Quality), or CRP (Carbon Reduction) that are not DA (Direct Allocation). TAP project EB-5732 Bruton Smith Blvd project was scheduled in the STIP for right of way in FY 2025 and construction in FY 2027. The current Draft STIP has delayed the project 4 years to right of way in FY 29 and construction in FY31 due to NCDOT fund rebalancing.

Municipal agreement No. 7323 defines the project cost as \$6,000,000 with 80% TAP funds (\$4,800,000), 20% City of Concord local match funds (\$1,200,000) and all costs that exceed the estimated cost are the responsibility of the City. The current estimate on the Draft STIP is \$13,247,000. Staff is actively working with NCDOT to bring the scope of the project into a more viable project. Staff is requesting to apply for approximately \$1,000,000 in Toll Credit program funds while further value engineering is performed.

Recommendation: Motion to authorize the Transportation Department to apply for funds from the NCDOT Toll Credit Program for Federal-aid Projects with Local Match for EB-5732 Bruton Smith Blvd Sidewalk Project.

F. Consider abandoning an existing 18,681 square foot easement across property at 5350 John Q. Hammon Dr. (Tax Parcel ID 4599-31-5569).

There is an existing sewer and utility easement recorded in Deed Book 2608 page 46-47. The abandonment will accommodate future development of a free standing emergency department. The existing sewer line must be removed and relocated from the future development.

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

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

In accordance with CDO Article 5, the following final plat and easements are now ready for approval: Subdivision Plat for Cumberland Phase 3 Map 1, Subdivision Plat for 832 and 836 Kathryn Drive and Griffin Industrial Subdivision. 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: Subdivision Plat for Cumberland Phase 3, Map 1 and Griffin Industrial Subdivision.

H. Consider accepting an offer of dedication for an access easement and approval of the maintenance agreement.

In accordance with CDO Article 4, the following access easements and maintenance agreements are now ready for approval: Parcel owned by Five Star Investment, LLC located at 497 Woodhaven Place, Concord, NC, Cabarrus County. Property Identification Number (PIN): 4690-77-4082. The owners are offering access easements and SCM maintenance agreements.

Recommendation: Motion to approve the maintenance agreements and accept the offer of dedication to the following properties: Parcel owned by Five Star Investment, LLC located at 497 Woodhaven Place.

I. Consider accepting an offer of dedication for an access easement and approval of the maintenance agreement.

In accordance with CDO Article 4, the following access easements and maintenance agreements are now ready for approval: Parcel owned by Concord Retail Investment Group, LLC and Dependable Development, Inc. located at 535 Concord Pkwy N., Concord, NC, Cabarrus County Property Identification Number (PIN): 5610-88-8892. The owners are offering access easements and SCM maintenance agreements.

Recommendation: Motion to approve the maintenance agreements and accept the offer of dedication to the following properties: Parcel owned by Five Star Investment, LLC and Dependable Development, Inc. located at 535 Concord Pkwy N.

J. Consider approving a \$1,000 donation from the Mayor's Golf Tournament Fund to Odell Eagles Pop Warner Football Program (part of Odell Recreation) and to adopt a budget ordinance.

If approved, the funds will be used for sponsorship fundraising efforts to help prepare for the upcoming football season.

Recommendation: Motion to approve a \$1,000 donation from the Mayor's Golf Tournament Fund to Odell Eagles Pop Warner Football Program (part of Odell Recreation) and to adopt a budget ordinance.

K. Consider approving a donation in the amount of \$2,500 from the Mayor's Golf Tournament Fund to the Cabarrus Arts Council and to adopt a budget ordinance.

If approved, the funds will be used to support the new arts summer camps in June 2025.

Recommendation: Motion to approve a donation in the amount of \$2,500 from the Mayor's Golf Tournament Fund to the Cabarrus Arts Council and adopt a budget ordinance.

L. Consider adopting a budget ordinance 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.

M. Consider receiving quarterly report on water and wastewater extension permits issued by the Engineering Department in the first quarter of 2025.

In accordance with City Code Chapter 62, the attached reports outline the water and wastewater extension permits that were issued between January 1, 2025 and March 31, 2025.

Recommendation: Motion to receive the first quarter water and wastewater extension report for 2025.

N. Consider acceptance of the Tax Office reports for the month of March 2025.

The Tax Collector is responsible for periodic reporting of revenue collections for the Tax Collection Office.

Recommendation: Motion to accept the Tax Office collection reports for the month of March 2025.

O. Consider approval of Tax Releases/Refunds from the Tax Collection Office for the month of March 2025.

G.S. 105-381 allows for the refund and/or release of tax liability due to various reasons by the governing body. A listing of various refund/release requests is presented for your approval, primarily due to overpayments, situs errors, and/or valuation changes.

Recommendation: Motion to approve the Tax releases/refunds for the month of March 2025.

P. Receive monthly report on status of investments as of March 31, 2025.

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

X. General Comments by Council of Non-Business Nature

XI. Closed Session (If Needed)

XII. Adjournment

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

A RESOLUTION ORDERING THE CLOSING OF UNOPENED PORTION OF AN ALLEY
CONNECTING UNION ST. S TO SUNSET DR. SE AND RUNNING PARALLEL TO LOUISE DR. SE

WHEREAS, on the 8th day of May 2025, the City Council for the City of Concord directed the City Clerk to publish the Resolution of Intent of the City Council to consider the closing a portion of an unopened portion of an alley connecting Union St. S to Sunset Dr. SE and running parallel to Louise Dr. SE in the Independent Tribune newspaper once each week for four successive weeks, such resolution advising the public that a meeting would be conducted in the City Hall at 35 Cabarrus Avenue, West, Concord, N.C., on May 8, 2025.

WHEREAS, the City Council on the 10th day of April 2025, ordered the City Clerk to notify all persons owning property abutting on that portion of the right-of-way, as shown on the county tax records, by registered or certified mail, enclosing with such notification a copy of the Resolution of Intent; and

WHEREAS, the City Clerk has advised the City Council that she sent a letter to each of the abutting property owners advising them of the day, time and place of the meeting, enclosing a copy of the Resolution of Intent, and advising the abutting property owners that the question as to closing that portion of the street would be acted upon, said letters having been sent by registered or certified mail; and

WHEREAS, the City Clerk has advised the City Council that adequate notices were posted on the applicable street(s) as required by G.S. 160A-299; and

WHEREAS, after full and complete consideration of the matter and after having granted full and complete opportunity for all interested persons to appear and register any objections that they might have with respect to the closing of said street in the public hearing held on the 8th day of May 2025; and

WHEREAS, it now appears to be to the satisfaction of the City Council that the closing of said portion of street is not contrary to the public interest and that no individual owning property, either abutting the street or in the vicinity of the street, will as a result of the closing be thereby deprived of a reasonable means of ingress and egress to his property;

NOW, THEREFORE, the area described below is hereby ordered closed, and all right, title, and interest that may be vested in the public to said area for street purposes is hereby released and quitclaimed to the abutting property owner in accordance with the provisions of N.C.G.S. §160A-299;

LYING AND BEING IN THE #12 TOWNSHIP, CABARRUS COUNTY, NORTH CAROLINA, LOCATED TO THE WEST OF SUNSET DR SE AND EAST OF UNION ST. S (HWY 601); AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A #4 REBAR ON THE EAST SIDE OF UNION ST S, BEING THE SOUTHWEST CORNER OF STEPHEN AND KAREN BRADLEY (DB. 1476, PG. 137), SAID POINT BEING S27°06'15"E, 199.76' FROM A 3/4" ROD;

THENCE FROM THE POINT AND PLACE OF BEGINNING WITH SAID BRADLEY'S SOUTHERN LINE N61°41'36"E, 249.99' TO A 3/4" PIPE, ALSO BEING THE SOUTHWEST CORNER OF STEPHEN & KAREN BRADLEY (DB. 5624, PG. 349);

THENCE WITH SAID BRADLEY (DB. 5624, PG. 349) N61°44'30"E 62.08' TO SET #5 REBAR;

THENCE A NEW LINE S31°01'37"E (PASSING A SET #5 REBAR AT A DISTANCE OF 9.31') FOR A TOTAL DISTANCE OF 18.62' TO A #4 REBAR, BEING THE NORTHEAST CORNER OF SETH MICARELLI AND WIFE, BETHANY JEAN MICARELLI (DB:15811, PG:84);

THENCE WITH SAID MICARELLI'S NORTHERN LINE S59°45'07"W, 128.43' TO A #4 REBAR, ALSO BEING THE NORTHEAST CORNER OF RENDA B. POWELL & ALBERT W. POWELL (4771, PG:239);

THENCE WITH SAID POWELL'S NORTHERN LINE S59°45'30"W, 184.52' TO A #5 REBAR ON THE EAST SIDE OF SAID UNION ST S;

THENCE N28°40'27"W (PASSING A SET #5 REBAR AT A DISTANCE OF 14.62') FOR A TOTAL DISTANCE OF 29.24' TO THE POINT AND PLACE OF BEGINNING, CONTAINING 0.172 ACRES.

The Mayor and the City Clerk are hereby authorized to execute quitclaim deeds or other necessary documents in order to evidence vesting of all right, title and interest in those persons owning lots or parcels of land adjacent to the street or alley, such title, for the width of the abutting land owned by them, to extend to the centerline of the herein closed street (with provision for reservation of easements to the City of Concord for utility purposes) in accordance with the provision of G.S. 160A-299(c).

The City Clerk is hereby ordered and directed to file in the Office of the Register of Deeds of Cabarrus County a certified copy of this resolution and order.

This the 8th day of May, 2025.

CITY COUNCIL

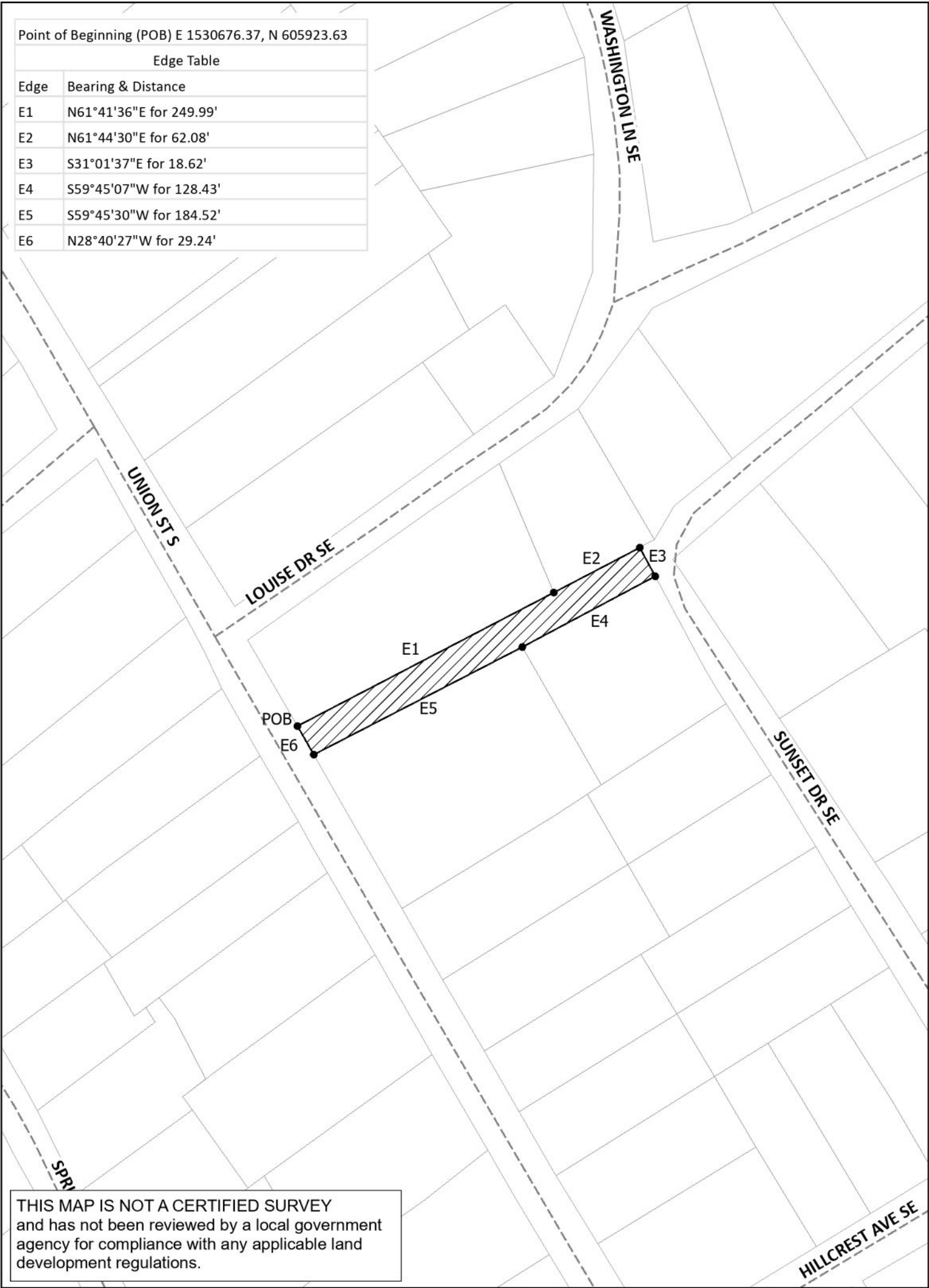
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch Mayor

ATTEST:

Kim Deason, City Clerk

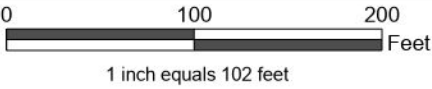
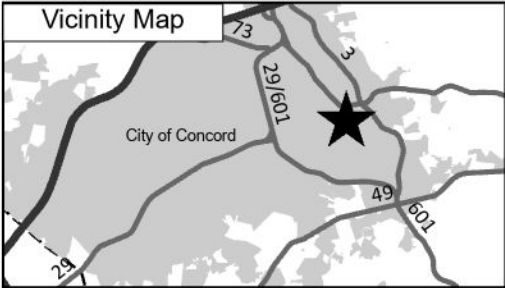
Point of Beginning (POB) E 1530676.37, N 605923.63	
Edge Table	
Edge	Bearing & Distance
E1	N61°41'36"E for 249.99'
E2	N61°44'30"E for 62.08'
E3	S31°01'37"E for 18.62'
E4	S59°45'07"W for 128.43'
E5	S59°45'30"W for 184.52'
E6	N28°40'27"W for 29.24'



**Right-of-Way
Closure Map**
**Canal St (Alley)
Concord, NC**

- Legend
- Closure Area
 - Street Centerline
 - Parcel Boundaries


Petitioned by:
Location: Union St S and Sunset Dr SE
Area: 0.172 acres





Coordinate System: NAD 1983 State Plane NC FIPS 3200
Map prepared by City of Concord
Planning & Neighborhood Development Department

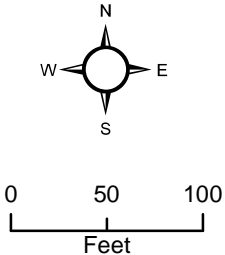
**Right-of-Way
Proposed Closure**



 Closure Area

 Addresses

 Parcels



AN ORDINANCE AMENDING PORTIONS OF CHAPTER 58 OF
THE CITY CODE FOR CONCORD, NORTH CAROLINA

WHEREAS, the City Council of the City of Concord is authorized from time to time to amend the Concord Code of Ordinances of the City of Concord; and

WHEREAS, the City Council of the City of Concord recognizes the need to amend the Concord Code of Ordinances of the City of Concord and hereby adopts the following changes to the Code.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord, North Carolina, after due consideration and in the best interests of its citizens and property of Concord, that:

Section 1. That Chapter 58 – Traffic and Vehicles of the Code of Ordinances, City of Concord, North Carolina, is hereby amended and restated to add a new Article IX, which section reads as follows:

ARTICLE IX. - COMMERCIAL PEDAL VEHICLES

Sec.IX-XX Purpose and intent.

It is the purpose of this article to provide citizens and visitors amusement tour activities while protecting the public interest. Due to the high volume of pedestrian, bicycle and vehicular traffic in the city, it is necessary to regulate the operation of commercial pedal vehicles within the city. The public interest requires that commercial pedal vehicles be fit for their intended purpose and that the safety and welfare of passengers and the traveling public to be protected in the operation of a commercial pedal vehicle business.

Sec.IX-XX Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section.

Commercial pedal vehicle: A pedal car with a motor assist with four or more wheeled bicycle-like vehicle that is human powered that transports passengers on bicycle-like seats and is propelled by five or more passengers not including the operator. A pedal car may have a maximum length of 20 feet, a maximum width of eight feet six inches and a maximum height of 12 feet. Provided however, that no commercial pedal vehicle that is solely passenger-powered may be driven or operated within the corporate limits of the City of Concord.

Commercial pedal vehicle business: The business of operating one or more commercial pedal car vehicles for profit or not-for-profit.

Commercial pedal vehicle driver: Any person who is responsible for the safe operation of a commercial pedal car, including but not limited to the steering and braking and maintaining compliance with all state and local traffic regulations.

Fortified wine means any wine or alcohol consumable containing more than sixteen percent (16%) and no more than twenty-four percent (24%) alcohol by volume, made by fermentation from grapes, fruits, berries, rice, or honey; or by the addition of pure cane, beet, or dextrose sugar; or by the addition of pure brandy from the same type of grape, fruit, berry, rice, or honey

that is contained in the base wine and produced in accordance with the regulations of the United States, pursuant to NCGS 18B-101(7) as may be amended by the North Carolina Legislature from time to time.

Spirituous liquor or liquor means distilled spirits or ethyl alcohol, and any alcohol consumable containing distilled spirits or ethyl alcohol, including spirits of wine, whiskey, rum, brandy, gin and all other distilled spirits and mixtures of cordials, liqueur, and premixed cocktails, in closed containers regardless of their dilution, pursuant to NCGS 18B-101(14) as may be amended by the North Carolina Legislature from time to time.

Street: Any street or roadway within the City limits.

Vehicle: means every device in, upon, or by which any person is or may be transported or drawn upon a highway or street.

Sec.IX-XX Permit application.

(a) Except as otherwise provided in this section, no person shall operate a commercial pedal vehicle business in the city unless such person shall have applied to and obtained a commercial pedal vehicle permit authorizing such operation and displays a decal issued by the city after approval of the permit application. Application for a commercial pedal vehicle permit shall be made in writing, on forms furnished by the city and shall set forth the following information:

- (1) The name, age, residence and business addresses of the applicant if an individual, or if the applicant is a corporation, the address of the principal office of the.
- (2) A list of the VIN number, age, make and model of the vehicles, seating capacity of vehicles and the number of vehicles the applicant proposes to use in the business.
- (3) A copy of the registration for the vehicle issued by the North Carolina Department of Motor Vehicles.
- (4) A map depicting the streets over which, and the fixed termini and regular routes between which and over which, the applicant proposes to operate. In no case shall any commercial pedal vehicle operate on streets with a speed limit that exceeds thirty-five (35) miles per hour. Any change to the fixed termini and regular routes approved hereunder shall require a new permit application to be submitted.
- (5) A certificate of insurance satisfying the requirements of this article,
- (6) Such other information as the city council may require.

(b) Operation of commercial pedal vehicles shall be prohibited on any street on any date on which that city street is closed in connection with a special event, unless specifically hired by the event sponsor to provide service during the event. Any such contract for hire during an event shall be provided to the police department not less than seven (7) days in advance of the event. Commercial pedal vehicles may operate on streets which are not closed during the special event.

Sec.IX-XX Operating restrictions and conditions.

(a) The consumption of alcoholic beverages of beer or unfortified wine is permitted in compliance with the following regulations:

(1) No commercial pedal vehicle driver shall consume any alcoholic beverages while on duty or operate a commercial pedal vehicle while impaired in any manner to any threshold.

(2) All commercial pedal vehicle passengers consuming alcohol shall be of legal age, verified by an employee of the commercial pedal vehicle business.

(3) No alcoholic beverages other than beer and unfortified wine, may be consumed by passengers of a commercial pedal car. No spirituous liquor of any kind may be consumed by any passenger of a commercial pedal car.

(4) Commercial pedal vehicle drivers shall not permit passengers to exit the vehicle with an open container of beer or unfortified wine. When operating inside the boundaries of the City's social district, passengers may enter and exit the vehicle with an open container of beer or unfortified wine that was purchased in the social district and is in a container that is appropriately marked as a social district container. No alcoholic beverages purchased in the social district may be taken outside of the boundaries of the district and must be consumed or disposed of prior to exiting the social district.

(b) Appearance guidelines.

(1) All commercial pedal vehicles shall be clean and maintained in a good state of repair, well painted and have an appearance free of damage or deterioration, and a safe operational condition.

(2) All commercial pedal vehicles shall have the trade name and phone number of the licensee conspicuously displayed on the pedal vehicle.

(c) Operational safety requirements.

(1) All commercial pedal vehicle drivers shall be over the age of twenty-one (21) and shall have a valid, current North Carolina driver's license that authorizes the driver/operator to operate a vehicle-for-hire. All commercial pedal vehicle drivers shall remain with a vehicle that is in operation at all times, whether moving or stationary.

(2) Each owner of a trolley pub shall prepare and require all drivers and operators of said trolley pub to participate in, a training program covering, at a minimum, the safe operation of trolley pubs, compliance with state and local laws, rules, and regulations, and with this article, and customer service policies.

(3) If a trolley pub is involved in an accident or collision, the driver/operator shall immediately notify the owner (if the owner is another individual) and the police department and shall remain at the scene of the accident/collision until the police department has investigated the incident. Before placing the trolley pub back into service, the owner shall have the vehicle re-inspected at a licensed inspection station to ensure the safe operation of the vehicle. A copy of the results of such inspection shall be provided to the police department.

(4) All commercial pedal vehicle drivers shall at all times act in a reasonable, safe and courteous manner and shall obey and comply with any lawful order or direction of any police officer, and shall refrain from the use of any profane language or from interference with such officials while in the performance of their duties.

(5) It shall be unlawful for any commercial pedal vehicle for hire to willfully impede the normal flow of traffic on any city street, alley, or thoroughfare at any time. Commercial pedal vehicle for hire drivers shall, as soon as it can be done safely, pull to the nearest curb area when two (2) or more vehicles are unable to safely pass or continue in normal traffic flow.

(6) Drivers of pedal vehicles shall stay to the far right of the traveled portion of the road and yield the right-of-way to overtaking motor vehicles.

(7) No commercial pedal vehicle operation shall load or unload passengers in the right-of-way, except in a designated on-street parking space or designated loading area that will not in any way impede or interfere with the orderly flow of traffic on the streets, nor block any no parking zone or fire lane. No driver or operator of a trolley pub shall permit passengers to board or alight from a trolley pub in a travel lane for vehicular traffic.

(8) No trolley pub shall be operated on a sidewalk, pedestrian walkway, greenway, or city park.

(9) The operator of the pedal vehicle shall comply with all traffic rules and regulations adopted by the State of North Carolina and the City of Concord which governs the operation of motor vehicles.

(10) No commercial pedal car vehicle driver shall allow a passenger or other individuals to drive their commercial pedal car.

(11) It is the responsibility of the commercial pedal vehicle driver to properly dispose of all trash and each and every Commercial Pedal Vehicle shall have an appropriate trash receptacle.

(12) It is the responsibility of the commercial pedal car driver to actively and affirmatively manage the behavior of the passengers of the commercial pedal car so that their behavior remains law-abiding during the excursion, both while the pedal car is in motion and at a stop. Behavior which shall be prohibited and prevented includes specifically, but is not limited to, indecent exposure, disorderly conduct, public urination and littering.

(13) No commercial pedal vehicle driver shall permit more passengers to be carried in a commercial pedal car than the commercial pedal car's normal seating capacity for which approved seat belts have been installed, and no more than two persons in addition to the driver may be in the center aisle while vehicle is in motion.

(14) Commercial pedal vehicle for hire drivers shall require all customers wishing to consume alcoholic beverages during the tour to present valid identification with proof of age. Commercial pedal vehicle for hire businesses will ensure all commercial pedal vehicle for hire drivers are trained to carefully inspect all identification and reject any identification which is deemed to be fraudulent, including ensuring no service to minors.

(15) No glassware of any kind shall be allowed on a commercial pedal car including but not limited to bottles, receptacles or drinking glasses.

(16) No music or amplified sound shall be played, nor yelling or conversation be conducted, in such a manner that the sound of which carries to points of habitation or

adjacent properties and is audible above the level of conversational speech at a distance of 50 feet or more from the point of origin of the sound.

(17) Any fare charged by a pedal vehicle shall be on a per person, per ride basis and shall be clearly posted on the vehicle. However, it shall be permissible to charge by event for parties that intend to utilize the service of the pedal vehicle for a designated time period. No passenger may be picked up en route unless such pickup was prearranged and prepaid.

(18) Hours of operation shall be between the hours of 10:00 a.m. and 10:00 p.m.

(19) The primary location of the business, passenger meeting area, loading and vehicle storage shall be located on private property in a designated approved area not impeding any drive aisles or required parking spaces, and shall comply with all applicable zoning regulations and restrictions.

(e) Vehicle and equipment standards.

(1) Each commercial pedal vehicle must possess the structural integrity to allow it to operate safely. Commercial pedal vehicles must, at all times, be kept in safe operating condition. Prior to operation, and at the beginning of each shift, the driver/operator of the commercial pedal vehicle must thoroughly inspect it to ensure that the vehicle is in safe operating condition and that all required equipment is intact. If any equipment is missing, damaged, or not properly affixed to the vehicle and/or if the vehicle is not in safe operating condition, the driver/operator and owner of the vehicle must immediately remove the vehicle from service and must correct the unsafe condition and repair, replace, or re-attach the missing, damaged, or loose equipment before placing the vehicle back into service.

(A) Tires. Tires shall be of a size appropriate for the commercial pedal vehicle with no mismatched tires per the design of the vehicle. There shall be no cuts to the tire, localized worn spots that expose the ply, or visible tread wear indicators.

(B) Operational horn. The commercial pedal vehicle shall be equipped with a fully operational horn or bell.

(C) Brakes. It shall be unlawful to operate, or cause to be operated, a commercial pedal vehicle that is not equipped with a front and rear braking system capable of being manipulated by the driver from driver's normal position of operation and capable of causing a commercial pedal car with a loaded passenger compartment to come to a complete stop.

(D) Shall be equipped with headlights, tail lights, and turn signal lamps.

(E) Shall be equipped with at least one fixed operational mirror allowing the operator to see behind the cart.

(F) Seatbelts for passengers, sufficient to securely tether passengers to their seats,

(G) Reflex reflectors: one red on each side as far to the rear as practicable, and one red on the rear,

(H) A windshield that conforms to the Federal motor vehicle safety standard on glazing materials (49 CFR 571.205).

(I) Easily accessible emergency equipment, including a multi-functional fire extinguisher and a fully-stocked first-aid kit, and

(J) Any other equipment required to comply with all applicable federal and state laws.

(f) Inspections.

In-operation inspections. If a police officer finds a commercial pedal vehicle in operation exhibiting continuing and present safety concerns, the commercial pedal car may be immediately ordered out of service until necessary repairs are made or the safety concerns are resolved. Qualifying safety concerns may include but are not limited to the loss of control of passengers or their failure to abide by applicable ordinances, laws or rules, flat tires, inoperable headlights or tail lights, or other mechanical or operational issues making the vehicle presently unsafe to operate.

Sec.IX-XX Revocation or suspension.

In addition to all other penalties, any violation of the terms of this chapter shall be grounds for revocation, suspension, or non-renewal of the permit by City Manager or his designee.

A permit may also be denied, suspended, or revoked if a permit holder permits any person to drive or operate a trolley pub authorized to operate under the permit, who has been convicted of any crime or infraction involving the operation of a motor vehicle, and resulting in the death of any person, or an incapacitating class A injury, as indicated on the state traffic accident report within the preceding three years, or who has been convicted of a felony, in violation of any federal or state statute, within the past five years, or who has been convicted of a class B misdemeanor relating to possession, use, sale, or distribution of alcoholic beverages or narcotic or barbiturate drugs, sexual assault or indecent exposure, illegal possession, use, or threatened use of a firearm, actual or attempted infliction of serious injury, or prostitution.

If there is an immediate threat to the public health, safety, or welfare, that requires an immediate suspension of the certificate, the Chief of Police shall have the authority to immediately suspend the certificate. A hearing shall, thereafter, be scheduled as promptly as possible. The permit holder shall be notified of the time, date, and place for the hearing, and shall be entitled to present evidence and to make arguments concerning the factual and legal issues at the hearing. Appeals from the decision of the Chief of Police shall be made to the City Manager.

Section 2. This Ordinance shall be effective upon adoption.

Adopted this 8th day of May 2025.

CITY COUNCIL
CITY OF CONCORD

NORTH CAROLINA

William C. Dusch, Mayor

ATTEST:

Kim Deason, City Clerk

APPROVED AS TO FORM:

VaLerie Kolczynski, City Attorney

**CITY OF CONCORD
CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA
WORK AUTHORIZATION 2501
RENTAL CAR PARKING LOT
April 4, 2025
PROJECT NO.: 2203-2501**

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

Scope of Services: Talbert, Bright & Ellington, LLC (TBE), the **CONSULTANT**, proposes to provide engineering, design and bidding services for the Rental Car Parking Lot project at the Concord-Padgett-Regional Airport (JQF).

The purpose of this effort is to convert the paved lot on the north side of Aviation Boulevard into a rental car parking lot as depicted in the attached project exhibit. The project will include widening the entrance to have 12 feet lanes between the existing island and face of curb to allow fire trucks to easier access the site. Grading a site for rental car office trailer. Bringing facilities to the rental car office trailer. This effort includes design and bidding as depicted in the civil tasks listed in Exhibit 'A'.

Time Schedule:

As agreed, upon by both parties.

Deliverables for the Basic Services will be as follows:

The Consultant shall provide 100% plans, specifications and engineer design report.

Special Services

Task 1 – Design Survey

The design survey will provide survey information for the electrical cable locations for light poles, all light poles (TYP.), and sanitary sewer manholes (2) within the project limits. 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.

- Withers Ravenel

Not-to-Exceed \$6,980.00

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 CST Apron Expansion (design and bidding) shall be performed for a lump sum fee, including reimbursable expenses, of **\$92,936.72**. Special Services shall be performed as listed above and as shown in the man-hour summary with a budget of **\$6,980.00**. The total value of this Work Authorization shall not exceed **\$99,916.72** without additional authorization.

CITY OF CONCORD:

TALBERT, BRIGHT & ELLINGTON, LLC:

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

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

RENTAL CAR LOT

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

FAA PROJECT NO: TBD

CLIENT PROJECT NO: TBD

TBE PROJECT NO: 2203-2501

April 4, 2025

DESCRIPTION	ESTIMATED
BASIC ENGINEERING SERVICES	
PROJECT FORMULATION/DEVELOPMENT PHASE (01)	\$ 11,902.88
DESIGN PHASE (04)	\$ 60,599.58
BIDDING PHASE (05)	\$ 12,834.26
CONSTRUCTION ADMINISTRATION PHASE (06)	<u>\$ -</u>
SUBTOTAL	\$ 85,336.72
EXPENSES	<u>\$ 7,600.00</u>
TOTAL	<u>\$ 92,936.72</u>
SUBCONSULTANTS	\$ 6,980.00
INSPECTION - RESIDENT PROJECT REPRESENTATIVE	<u>\$ -</u>
SUBTOTAL	\$ 6,980.00
TOTAL	<u><u>\$ 99,916.72</u></u>

EXHIBIT 'A'

MANHOUR ESTIMATE

RENTAL CAR LOT

CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA
FAA PROJECT NO: TBD
CLIENT PROJECT NO: TBD
TBE PROJECT NO: 2203-2501

April 4, 2025

PROJECT FORMULATION/DEVELOPMENT PHASE (01)

DESCRIPTION	PRIN	SPM	PM	E5	E3	E2	E1	T5	AD5	AD3
Preliminary project review w/ Owner	0	2	0	0	2	2	0	0	0	0
Coordinate with Owner	0	2	0	0	0	0	0	1	1	0
Develop project scope/contract/revisions	2	2	0	2	0	0	0	0	2	0
Coordinate with subconsultants	0	1	0	2	4	2	2	1	1	0
Project meetings	0	2	0	0	2	0	0	0	0	0
Determine project approach	0	2	0	2	0	0	0	0	0	0
Develop preliminary estimates	0	1	0	0	2	2	0	2	0	0
MANHOUR TOTAL	2	12	0	6	10	6	2	4	4	0

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE		ESTIMATED MHRS	COST
Principal	PRIN	\$	106	2	\$ 212
Senior Project Manager	SPM	\$	84	12	\$ 1,008
Project Manager	PM	\$	70	-	\$ -
Engineer V	E5	\$	61	6	\$ 366
Engineer III	E3	\$	51	10	\$ 510
Engineer II	E2	\$	41	6	\$ 246
Engineer I	E1	\$	34	2	\$ 68
Technician V	T5	\$	48	4	\$ 192
Admin. Assistant V	AD5	\$	46	4	\$ 184
Admin. Assistant III	AD3	\$	21	-	\$ -
			Total	46	

SUBTOTAL \$ 2,786.00

Apply Multiplier of: 3.849
Overhead Subtotal: \$ 10,723.31

Profit: 11% \$ 1,179.56
TOTAL \$ 11,902.88

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	COST
Telephone	LS	\$ 50.00	1	\$ 50.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 100.00	1	\$ 100.00
Travel	LS	\$ 150.00	1	\$ 150.00
SUBTOTAL				\$ 300.00

SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	COST
Geotechnical Investigation	LS	\$ -	1	\$ -
Design Survey	LS	\$ 6,980.00	1	\$ 6,980.00
SUBTOTAL				\$ 6,980.00

TOTAL PROJECT FORMULATION/DEVELOPMENT PHASE (01): \$ 19,182.88

EXHIBIT 'A'

MANHOUR ESTIMATE

RENTAL CAR LOT

CONCORD-PADGETT REGIONAL AIRPORT

CONCORD, NORTH CAROLINA

FAA PROJECT NO: TBD

CLIENT PROJECT NO: TBD

TBE PROJECT NO: 2203-2501

April 4, 2025

DESIGN PHASE (04)

DESCRIPTION	PRIN	SPM	PM	E5	E3	E2	E1	T5	AD5	AD3
PLANS										
Cover Sheet	0	1	0	0	1	0	0	1	0	0
Quantities and General Notes	0	1	0	0	1	2	0	1	0	0
Construction Safety and Phasing Plan	0	2	0	4	4	6	0	2	0	0
Demolition Plan	0	1	0	2	4	2	0	2	0	0
Grading and Paving Plan	0	2	0	4	6	8	0	8	0	0
Erosion and Sediment Control Plan	0	1	0	4	6	6	0	2	0	0
Erosion and Sediment Control Details	0	1	0	2	2	4	0	2	0	0
Marking Plan and Details	0	1	0	2	4	2	0	2	0	0
Utility Layout and Details	0	1	0	4	6	6	0	2	0	0
Miscellaneous Details	0	1	0	2	2	4	0	1	0	0
DESIGN										
Owner coordination	0	2	0	2	2	0	0	1	0	0
Pre-Design Meeting With Owner/Subs	0	2	0	2	2	2	0	1	0	0
CSPP Document	0	1	0	4	4	2	0	0	0	0
Erosion Control Design	0	1	0	4	4	4	0	0	0	0
Specifications	0	4	0	6	6	0	0	0	6	0
Quantities	0	1	0	0	2	4	2	2	0	0
Design Review Meetings	0	2	0	2	2	2	0	1	0	0
Quality assurance plan	0	6	0	4	0	0	0	0	0	0
Permitting - NCDEQ, City	0	1	0	2	4	4	0	1	0	0
Revisions	0	1	0	2	6	4	0	2	0	0
Design engineer's report	0	1	0	0	2	4	0	1	0	0
MANHOUR TOTAL	0	34	0	52	70	66	2	32	6	0

EXHIBIT 'A'

MANHOUR ESTIMATE

RENTAL CAR LOT

CONCORD-PADGETT REGIONAL AIRPORT
 CONCORD, NORTH CAROLINA
 FAA PROJECT NO: TBD
 CLIENT PROJECT NO: TBD
 TBE PROJECT NO: 2203-2501

April 4, 2025

DESIGN PHASE (04)

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE		ESTIMATED MHRS	COST
Principal	PRIN	\$	106	-	\$ -
Senior Project Manager	SPM	\$	84	34	\$ 2,856
Project Manager	PM	\$	70	-	\$ -
Engineer V	E5	\$	61	52	\$ 3,172
Engineer III	E3	\$	51	70	\$ 3,570
Engineer II	E2	\$	41	66	\$ 2,706
Engineer I	E1	\$	34	2	\$ 68
Technician V	T5	\$	48	32	\$ 1,536
Admin. Assistant V	AD5	\$	46	6	\$ 276
Admin. Assistant III	AD3	\$	21	-	\$ -
			Total	262	
SUBTOTAL					\$ 14,184.00

Apply Multiplier of:	3.849
Overhead Subtotal:	\$ 54,594.22
Profit:	11%
TOTAL	\$ 60,005.36
	\$ 60,599.58

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	COST
Telephone	LS	\$ 100.00	1	\$ 100.00
Permitting Fees	LS	\$ 1,500.00	1	\$ 1,500.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 1,000.00	1	\$ 1,000.00
Travel	LS	\$ 150.00	1	\$ 150.00
SUBTOTAL				\$ 2,750.00

SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	COST
	LS	\$ -	1	\$ -
	LS	\$ -	1	\$ -
SUBTOTAL				\$ -

TOTAL DESIGN PHASE (04): **\$ 63,349.58**

EXHIBIT 'A'

MANHOUR ESTIMATE

RENTAL CAR LOT

CONCORD-PADGETT REGIONAL AIRPORT
CONCORD, NORTH CAROLINA
FAA PROJECT NO: TBD
CLIENT PROJECT NO: TBD
TBE PROJECT NO: 2203-2501

April 4, 2025

BIDDING PHASE (05)

DESCRIPTION	PRIN	SPM	PM	E5	E3	E2	E1	T5	AD5	AD3
Coordinate advertisement	0	0	0	0	1	0	0	0	1	0
Distribute bid documents	0	0	0	0	0	0	2	0	1	0
Prebid meeting	0	0	0	6	0	0	0	1	0	0
Bidder question & answers	0	2	0	4	6	4	2	0	0	0
Prepare addenda	0	2	0	4	6	4	2	1	0	0
Bid opening, tabulation	0	1	0	0	4	0	0	0	1	0
Recommendation of Award	0	0	0	0	1	0	0	0	1	0
MANHOUR TOTAL	0	5	0	14	18	8	6	2	4	0

DIRECT LABOR EXPENSES:

CLASSIFICATION		BILL RATE		ESTIMATED MHRS	COST
Principal	PRIN	\$	106	-	\$ -
Senior Project Manager	SPM	\$	84	5	\$ 420
Project Manager	PM	\$	70	-	\$ -
Engineer V	E5	\$	61	14	\$ 854
Engineer III	E3	\$	51	18	\$ 918
Engineer II	E2	\$	41	8	\$ 328
Engineer I	E1	\$	34	6	\$ 204
Technician V	T5	\$	48	2	\$ 96
Admin. Assistant V	AD5	\$	46	4	\$ 184
Admin. Assistant III	AD3	\$	21	-	\$ -
	Total			57	

SUBTOTAL \$ 3,004.00

Apply Multiplier of: 3.849
Overhead Subtotal: \$ 11,562.40

Profit: 11% \$ 1,271.86
TOTAL \$ 12,834.26

DIRECT EXPENSES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	COST
Telephone	LS	\$ 150.00	1	\$ 150.00
Copying	LS	\$ 800.00	1	\$ 800.00
Reproduction	LS	\$ 1,200.00	1	\$ 1,200.00
Advertisement	LS	\$ 2,000.00	1	\$ 2,000.00
Miscellaneous expenses (prints, faxes, copies)	LS	\$ 300.00	1	\$ 300.00
Travel	LS	\$ 100.00	1	\$ 100.00
SUBTOTAL				\$ 4,550.00

SUBCONTRACTED SERVICES:

EXPENSE DESCRIPTION	UNIT	UNIT RATE	ESTIMATED UNITS	COST
	LS	\$ -	1	\$ -
	LS	\$ -	1	\$ -
SUBTOTAL				\$ -

TOTAL BIDDING PHASE (05): \$ 17,384.26

EXHIBIT 'A'

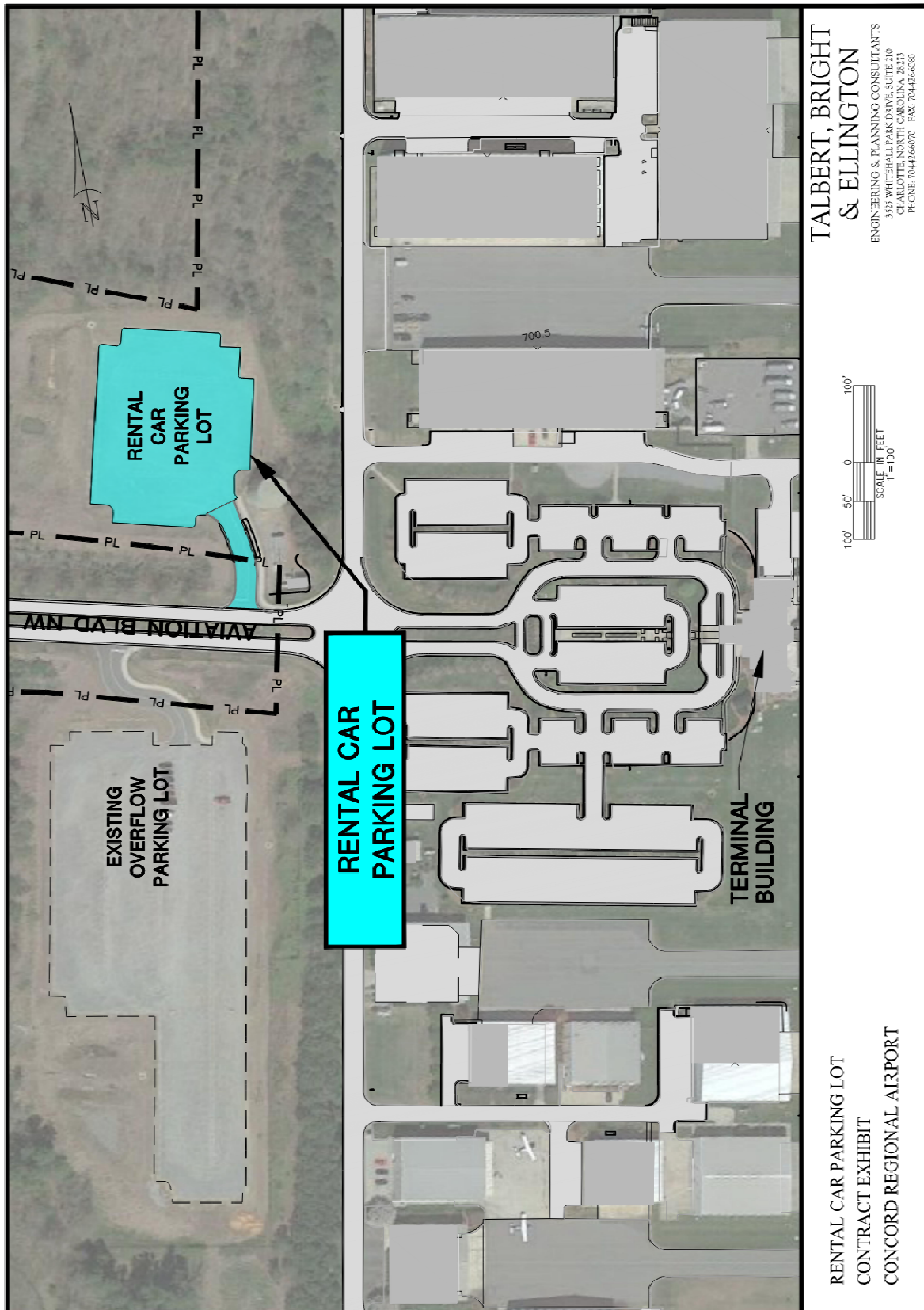


EXHIBIT 'A'



3-12-2025

Brian Salyers, P.E.
Talbert, Bright & Ellington
3525 Whitehall Park Drive, Suite #210
Charlotte, NC 28273
(704) 426 6070

**RE:Proposal for Miscellaneous Additional Survey Location for:
Rental Car Lot
Concord-Padgett Regional Airport
9000 Aviation Blvd NW
Concord, NC
TBE Project No. 2203-2501**

Dear Mr. Salyers:

WithersRavenel (WR) is pleased to present this cost proposal to Talbert, Bright & Ellington, to perform an miscellaneous location survey for the Rental Car lot at the Concord-Padgett Regional Airport, Concord, North Carolina.

Please review our proposed scope of services and let me know if you have any questions.

The entirety of this agreement consists of two parts. Part I is this Client Authorization form providing the Scope of Services, Budget, and Schedule for completing the work. Part II is the attached Terms and Conditions of the agreement and current hourly fee rates.

Thank you for the opportunity to present this proposal to you; we look forward to your reply.

Sincerely,
WithersRavenel, Inc.


Bryan Lackey, PLS
Survey Group Director, Charlotte
BLackey@WithersRavenel.com
t: (704) 919-1242
c: (828) 342-2929

Approved

Signature

Name

Date

Title

8100 Tower Point Drive | Charlotte, NC 28227
t: 919.469.3340 | f: 919.467.6008 | www.withersravenel.com | License No. F-1479
Asheville | Cary | Charlotte | Greensboro | Pittsboro | Raleigh | Wilmington

EXHIBIT 'A'



A. PROJECT DESCRIPTION

Withers Perform miscellaneous location survey the areas outlined in red in the attached exhibit, for the Rental Car lot at the Concord-Padgett Regional Airport, Concord NC, having a Cabarrus County, NC PIN#46900022520000 and mapped in accordance (21 NCAC 56.1606).

B. SCOPE OF SERVICES

Task 1- Rental Car Lot

- Survey information will be provided for electrical cable locations for light poles, WR will use both Electromagnetic (EM) and Ground Penetrating Radar (GPR) to designate said electrical cable locations within the specific outlined areas. All utilities designated will be marked using the APWA guidelines with marking paint and/or pin flags. WR will also locate all light poles and Sanitary Sewer manholes in the specified areas. Previous survey information, including benchmark information, will be provided to WR to integrate the additional survey items.
- An AutoCAD Release 2024 drawing file will be provided. All spots will be on a separate layer and contain an attribute for elevation(s) and point description as applicable.
- The files will be submitted via email or file exchange with the subject "Rental Car Lot, Concord Regional Airport- Design Survey"

Approximate Survey Limits

Miscellaneous Survey Location
Rental Car Lot
Concord-Padgett Regional Airport
9000 Aviation Blvd NW
Concord, NC
TBE Project No. 2203-2501

March 12, 2025

Page 2

EXHIBIT 'A'



A. ADDITIONAL SERVICES

Any service not contained within the scope can be provided on an hourly basis. Our current hourly rates are as indicated on the attached fee and expense schedule Exhibit II, below.

B. EXPENSES

The following costs shall be paid by the Client or be considered reimbursable and include but are not limited to the following: FedEx shipments, review fees, additional map copies, etc.

Miscellaneous Survey Location
Rental Car Lot
Concord-Padgett Regional Airport
9000 Aviation Blvd NW
Concord, NC
TBE Project No. 2203-2501

March 12, 2025

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EXHIBIT 'A'



C. COMPENSATION FOR SERVICES

WR proposes to provide the services outlined in Task 1 on a lump sum basis as defined below. Additional expenses shall be billed in accordance with Exhibit II.

Estimated time in field - 1 day = \$1,950.00

Estimated drafting time - 4 hours = \$600.00

Estimated setup/review QA/QC time by PLS - 2 hours = \$480.00

Additional 1 day for supplemental field work - \$1,950.00

SUE Level B Investigation - \$2,000.00

Task Number	Task Name	Cost
Task 1	Miscellaneous Survey Location	\$ 6,980.00

D. SCHEDULE

WithersRavenel can begin work within 2 weeks of notice to proceed and have the deliverables ready 1 week following completion of completion of the fieldwork

Miscellaneous Survey Location
Rental Car Lot
Concord-Padgett Regional Airport
9000 Aviation Blvd NW
Concord, NC
TBE Project No. 2203-2501

March 12, 2025

Page 4

CITY OF CONCORD
CONCORD, NORTH CAROLINA

CONTRACT CHANGE ORDER #2

Project: Fuel Farm Expansion
Concord-Padgett Regional Airport

Date: 04/16/25

To: J.D. Goodrum Company, Inc.
(CONTRACTOR)

Account No. 6300/5800726
Purchase Order No. 141396

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

Item No.	Description of Changes	Unit	Contract Quantity	As-Built Quantity	Unit Price	Additions	Deductions
CO-2.1	REPAVE AREA I BITUMINOUS SERVICE AREA	LS	0	1.00	\$8,976.88	\$8,976.88	
CO-2.2	REPAVE AREA II BITUMINOUS SERVICE AREA	LS	0	1.00	\$15,442.90	\$15,442.90	
CO-2.3	REPAVE AREA IV BITUMINOUS SERVICE AREA	LS	0	1.00	\$15,859.52	\$15,859.52	

NOTE: SEE ATTACHED EXHIBIT THAT DEPICTS APPROXIMATE LIMITS OF PAVING AREAS

Original Contract Amount	\$1,409,894.94
Net Changes by Previous Change Orders	\$17,248.65
Net Changes this Change Order	<u>\$40,279.30</u>

New Contract Amount **\$1,467,422.88**

The Contract Time of 124 calendar days will not change by this change order.

The total Contract Time including this Change Order is: 124 Calendar Days

Accepted: **J.D. Goodrum Company**
Contractor

By: 

Date: 4/17/25

Accepted: **CITY OF CONCORD**

By: _____
City Manager

Date: _____

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

By: _____
Finance Director

Date: _____

Aiken Cost Consultants



LETTER OF TRANSMITTAL

4-Mar-25

9:33 AM

RECIPIENT

Name: Nick Lowe
Company: McAdams
Address: 3430 Toringdon Way, Suite 110
Charlotte, NC 28277
Ph/FAX: o704. 527. 0800 x360, m 704. 239. 5088
e-mail: nlowe@mcadamsco.com

SENDER

Name: Jason Brashier
Company: Aiken Cost Consultants
Address: 19 West Stone Avenue
Greenville, SC 29609
Phone: (864)-232-9342
Fax: (864)-233-2573
e-mail: Jason@AikenCost.com

PROJECT INFORMATION

Project Title: David Phillips Park
Location: Concord, NC
ACC Project #: McA18
Estimate Format: ACC Progressive 10
Construction Document Estimate

PURPOSE OF TRANSMITTAL

☒ As Requested ☒ For Your Use ☐ For Your File ☐ For Your Review/Comment ☐ For Your Information

METHOD OF DELIVERY

☐ Direct Express ☐ US Mail ☐ Fax ☐ Hand ☒ e-mail

ITEMS TRANSMITTED

	Number	# Pages
Master Summary	1	2
Site Estimate Summary	1	1
GC Field Overhead	1	1
Cost Estimate Detail	1	10
Vendor Quotes		
Other-		
Total Items Transmitted (including this page)	6	15

COMMENTS

We have tried to organize the estimate to simplify your review and analysis. Please click on the tabs at the bottom of your screen to navigate through the estimate. We encourage your careful review and appreciate your questions and comments.



MASTER SUMMARY

Construction Document Estimate

For
David Phillips Park
946 Burrage Road NE
Concord, NC

Architect:
 McAdams
 3430 Toringdon Way, Suite 110
 Charlotte, NC 28277

Owner:
 City of Concord
 147 Academy Ave NW
 Concord, NC

Cost Estimator:
 Aiken Cost Consultants
 19 West Stone Avenue
 Greenville, SC 29609

	Building		Sitework		Total	
	Cost	%	Cost	%	Cost	%
David Phillips Park			5,243,924		5,243,924	100%
Total Probable Base Bid			\$5,243,924	100.0%	\$5,243,924	100%
			\$4,661,679		\$4,661,679	
Site Cost per Adjusted Gross 16,000 SY			328 SY			
Building Cost per Adjusted Gross 930 SF					5,639 SF	
Construction Phase Contingency			372,934	8%	372,934	8%
Total Construction Cost (TCC)			\$5,034,613		\$5,034,613	108%

Called "Sitework Cost Including GC Field Overhead" on Pg. 4

For reference only of calculations without VE reductions

ALTERNATES

(8% Construction Phase Contingency & 12.5% GC Overhead Not Included)

Alternate No 1: Pressure Treated Decking in lieu of Trex at Overlook (\$16,533) PG. 15

Alternate No 2: CIP Walls in lieu of CMU & Stone Veneer (\$596,514) PG. 15

Alternate No 3: Aggregate Pathway in lieu of Asphalt (\$35,628) PG. 15

4: Aviary Structure + Wall (\$155,976)

5: Reduction in grubbing + clearing and grading (\$13,745)

6: Landscape Reduction (\$52,397)

7: Removal of long stair (\$157,956)

8: Removal of synthetic turf & concrete header at trial garden (\$27,429)

9: Reduction of 8' wide concrete paths to 6' (\$26,188)

(\$1,082,366)
 TOTAL REDUCTION TO
 BE SUBTRACTED
 FROM TRUE BASE BID

TRUE BASE BID Reduction: \$4,143,715 - \$1,082,366 = **\$3,061,349**
 12.5% GC Overhead: \$3,061,349 * 0.125 = \$382,669
 REDUCED TRUE BASE BID + GC Overhead: \$3,061,349 + \$382,669 = \$3,444,018
 8% Contingency: \$3,444,018 * 0.08 = \$275,521
 ADJUSTED TOTAL CONSTRUCTION COST: \$3,444,018 + \$275,521 = \$3,719,539

9:39 AM
 Page # 2

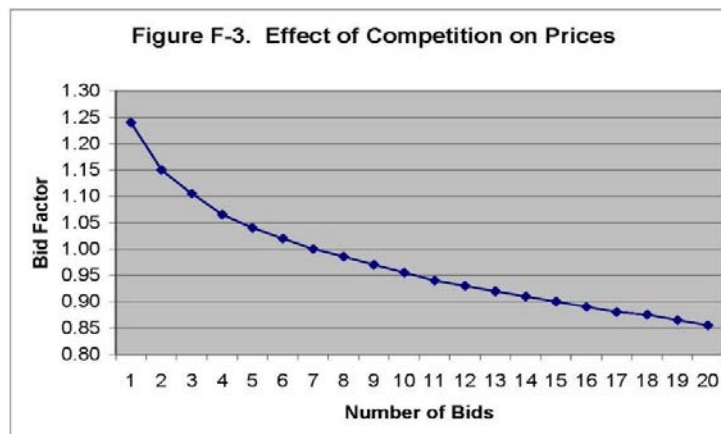
Project Notes / General Comments

This estimate is based upon Drawings dated 07 November 2024. Pricing has been updated to reflect RS Means 2024 cost database, current location factors and market conditions. Escalation has been updated for a September 2025 mid-point of construction.

This estimate has been prepared in accordance with generally accepted estimating practices and principles. Aiken Cost Consultants' staff is available to discuss our methods, pricing, assumptions, or estimating philosophy with any interested party. Please contact us by phone at (864) 232-9342, by fax at (864) 233-2573, or by e-mail at Brad@AikenCost.com.

Aiken Cost Consultants estimates are intended to be used as a professional opinion of the probable cost of construction, based on our understanding of the design at the time the estimate was prepared. We have no control over General or Subcontractor overhead and profit percentages, bidding climates, schedules, contractor's methods of determining prices, continuing design modifications or addenda, etc., therefore, we cannot guarantee that proposals, bids, or actual construction costs will be within a certain range of this, or subsequent, cost estimates.

When preparing each cost estimate submittal Aiken Cost Consultants reviews current market conditions. It is our opinion that current construction market may be less than competitive at both the General Contractor and Sub Contractor levels. One of several resources the Owner should consider when bidding a project is the "Effect of Competition on Prices" chart developed by the U.S. Army Corp of Engineers. Additional project specific factors to consider (when applicable) are; anticipated mid-point of construction, difficult conditions, phasing, Liquidated Damages, limited or set-aside contracting requirements, etc. These multiple factors should also be considered whenever the project is delayed and/or market conditions change significantly.





SITE SUMMARY
Construction Document Estimate
FOR
David Phillips Park
946 Burrage Road NE
Concord, NC

Architect: McAdams 3430 Toringdon Way, Suite 110 Charlotte, NC 28277	Owner: City of Concord 147 Academy Ave NW Concord, NC	Cost Estimator: Aiken Cost Consultants 19 West Stone Avenue Greenville, SC 29609
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Project	David Phillips Park	NSA -->	16,000	SY
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LEVEL 2 GROUP ELEMENTS Level 3 Elements	Element				Cost per unit NSA	%
	Quantity	Unit	Rate (\$)	Cost		
G10 SITE PREPARATION				PG. 6 \$488,274	\$30.52	9.3%
G1010 Site Clearing	16000	SY	6.24	99,892	6.24	
G1020 Site Demolition & Relocation	16000	SY	1.67	26,726	1.67	
G1030 Site Earthwork	16000	SY	22.60	361,656	22.60	
G20 SITE IMPROVEMENTS				PG. 6 \$2,896,933	\$208.68	63.7%
G2010 Roadways	16000	SY	3.89	62,176	3.89	
G2030 Pedestrian Paving	16000	SY	59.32	949,060	59.32	
G2040 Site Development	16000	SY	123.06	PG. 7 1,512,917	123.06	
G2050 Landscaping	16000	SY	22.42	PG. 7 372,780	22.42	
G30 SITE MECHANICAL UTILITIES				PG. 8 \$441,505	\$27.59	8.4%
G3010 Water Supply	245	LF	17.98	4,406	0.28	
G3020 Sanitary Sewer	372	LF	64.64	24,046	1.50	
G3030 Storm Sewer	16000	SY	25.82	413,053	25.82	
G90 OTHER SITE CONSTRUCTION				PG. 9 \$317,003	\$19.81	6.0%
G9010 Shelter Addition	230	SF	523.68	120,447	7.53	
G9090 Overlook Structure	700	SF	280.79	196,556	12.28	
Sitework Elemental Cost without GC Field Overhead				PG. 14 \$4,143,715	286.60	87.4%

TRUE
BASE
BID

Z60 GC FIELD OVERHEAD						
GC Field Overhead for Site Work	16,000	SY		\$517,964	41.14	12.5%
Sitework Cost including GC Field Overhead				\$4,661,679 \$5,243,924	327.75	100.0%

The above unit prices INCLUDE the following:			For reference only of calculations without VE reductions
Fees & Permits	GC Home Office Expense	GC Profit	
Bond	Escalation to Mid Point of Construction	Sub-Contractor	
State Sales Tax	Non-Competitive Market		

The following items are EXCLUDED from this estimate:	
Design Fees	
Inhouse Costs	
Finance Costs	

McA18	David Phillips Park		GC Field Overhead			Net SF:	930
#REF!				QUOTE/	UNIT	TOTAL	
	DESCRIPTION	U/M	MAT'L	INSTALL	TOTAL	COST	
Z20/Z60 GC FIELD OVERHEAD						\$658,270	
Field Personnel							
	Supervisor	12	MO		14399	14399	172,785
	Asst. Supervisor	12	MO		11697	11697	140,365
	Field Engineer	12	MO		10243	10243	122,918
	Clerk	12	MO		4097	4097	49,167
Field Office Expense							
	Field Office Trailer (50'x10')	12	MO	548		548	6,580
	Field Office Lights & HVAC	12	MO	249		249	2,984
	Office Supplies and Office Equipment Rental	12	MO	443		443	5,319
	Insurance	1	LS		30378	30378	30,378
	Scheduling - CPM	1	LS	5743		5743	5,743
Utilities							
	Temporary Sanitary (2 Portable Toilets)	12	MO	593		593	7,117
	Cell Phone (x3)	12	MO	131		131	1,575
Vehicles & Equipment							
	Pick Up Trucks, 3/4 Ton, 4WD	12	MO	1019		1019	12,233
	Pick Up Trucks, 3/4 Ton, 4WD	12	MO	1019		1019	12,233
	Gas for equipment	12	MO	343		343	4,115
	Misc. Equipment	12	MO		1226	1226	14,706
	Storage / Tool Trailer	12	MO	348		348	4,170
	Small Tools	1	LS	11486		11486	11,486
Clean up							
	Continuous Cleanup	240	DAY	0.30	3.12	3.42	821
	Final Cleanup	930	SF	0.11	0.64	0.75	694
	Debris Removal & Disposal (Dumpster, 2 dump/mo)	12	MO	803		803	9,637
	Maintain Haul Routes	1	LS	156	743	899	899
Miscellaneous Expenses							
	Mobilization & De-Mobilization	1	LS	827	1574	2401	2,401
	Project Layout	1	LS	4825		4825	4,825
	Project Sign	1	EA	827	63	890	890
	Misc Expenses	1	LS	11486		11486	11,486
QC and Closeout							
	Inspections, Quality Control & Testing	1	LS	718	18574	19292	19,292
	Contract Closeout	1	EA	718	2732	3449	3,449

McA18	David Phillips Park					Net SF:	930
Construction Document Estimate			EQUIP/	QUOTE/	UNIT	TOTAL	
DESCRIPTION		U/M	MAT'L	INSTALL	TOTAL	COST	
G BUILDING SITEWORK							
G10 SITE PREPARATION						488,274	
G1010 Site Clearing	16000	SY	@	6.24	=	99,892	
Strip & Stockpile Topsoil	4000	CY	12.65	6.29	18.94	75,777	
Temporary Fencing							
Tree Protection Fencing	3350	LF	2.49	4.71	7.20	24,115	
G1020 Site Demolition & Relocation	16000	SY	@	1.67	=	26,726	
Piping and Utilities							
Demo Underground Sewer/Water Piping (excludes excav.)	961	LF	2.29	10.19	12.48	11,996	
Remove Existing Sanitary Sewer Cleanout	5	EA	144	241	385	1,924	
Excavating Trencher 4"-16" wide & 6' deep incl. backfill	961	LF	5.89	6.60	12.50	12,008	
Hauling & Disposal							
Machine Loading and Trucking(2 mi. Haul)	12	CY	11.98	28.93	40.92	491	
Dump Fee, Bldg Const Mat	2	Ton	153		153	306	
G1030 Site Earthwork	16000	SY	@	22.60	=	361,656	
Excavation & Rough Grading							
Cut and Fill W/ 200 HP Dozer, 300' haul, common earth	3187	CY	10.54	5.31	15.85	50,513	
Borrowed Earth, screened delivered & spread, 200 HP dozer, no compaction, 2 mile RT haul	1713	CY	79.43	5.44	84.86	145,372	
Compaction, Riding Vibrating Roller, 6" lifts, 3-passes	4900	ECY	0.31	0.62	0.93	4,557	
Erosion Control							
Silt Fence, Polypropylene, 3' High	560	LF	2.15	3.93	6.08	3,402	
Finish Grading							
Redistribute stockpiled topsoil	4000	CY	5.75	7.08	12.83	51,338	
Fine Grading	16000	SY	1.74	4.92	6.65	106,474	
						2,896,933	
G20 SITE IMPROVEMENTS						3,338,873	
G2010 Roadways	16000	SY	@	3.89	=	62,176	
Compacted Subgrade, 6" (95%)	1155	SY		0.95	0.95	1,096	
Temporary Gravel Entrance - 8"gravel (includes removal)	180	SY	11.71	7.95	19.66	3,538	
Asphalt Paving, 6"Stone, 2"Binder, 1"Surface	1155	SY	44.67	5.16	49.83	57,542	
G2030 Pedestrian Paving	16000	SY	@	59.32	=	949,060	

David Phillips Park					Net SF:	930
Construction Document Estimate			EQUIP/	QUOTE/	UNIT	TOTAL
DESCRIPTION	U/M	MAT'L	INSTALL	TOTAL	COST	
Sidewalk						
Concrete Sidewalk 4", cast on ground	22978	SF	6.74	4.39	11.13	255,821
Tactile Warning Surfacing	40	SF	54.38	3.88	58.25	2,330
Concrete Step, Cast on Ground	854	LFN	16.41	45.49	61.90	52,863
2" Pipe Handrail, aluminum	1307	LF	335	35.60	370	484,241
Aluminum Guardrail, 2" pipe, 1/2" pickets	168	LF	880	35.60	916	153,805
G2040 Site Development	16000	SY	@	123	=	1,968,902 1,512,917
Retaining Wall						
8" CMU, Solid not reinforced, waterproof membrane, cultured stone veneer, precast concrete cap 2" thick	3505	SF	91.53	83.64	175	613,972
Precast Concrete Cap, 2" thick	701	SF	42.51	8.45	50.96	35,721
Other Site Improvements						
Cheek Wall, CMU w/ cultured stone veneer, precast concrete cap	1355	SF	92.28	83.64	176	238,374
Freestanding Seat Wall, CMU w/ cultured stone veneer, precast concrete cap	201	SF	91.53	83.64	175	35,209
Playground Surfacing, Poured-in-Place Rubber	1277	SF	32.13	6.70	38.84	49,594
Playground Surfacing, Engineered Wood Fiber	119	CY	667	1.76	669	79,623
Synthetic Turf	1203	SF	17.80	4.77	22.56	27,142
Concrete Header, 6"x12" (4000psi), incl. reinforcing	19	CY	522	368	890	16,855
Playground (Incl. Equipment & Surfacing)	1	EA		400,000	400,000	400,000
Aviary Shade Structure (Trilium)	1	EA		124,708	124,708	124,708
Aviary Shade Structure Spread Footings (3000 PSI), incl reinforcing	3	CY	562	459	1,021	3,062
Bonded Aggregate	1293	SF	5.58	8.25	13.82	17,874
G2050 Landscaping	16000	SY	@	22.42	=	358,735 372,780
Sodding & Grassing						
Hydro-seed, w/Mulch & Fertilizer	76	MSF	166	33.82	199	15,218
Burmuda Sod	3.6	MSF	1,370	1,068	2,438	8,724
Elite Tall Fescue Sod	9	MSF	1,206	204	1,410	12,854
Plant Bed						
Prepare Plant Bed by Skid Steer	2226	SY	20.17	3.84	24.01	53,426
Mulch, Wood Chips	2226	SY	4.18	3.52	7.70	17,129
Borderline Aluminum Edging, 3/16"x5", black paint	459	LF	18.78	6.55	25.33	11,627
Rock						
River Rock	106	SF		6.33	6.33	671
Landscape Boulders	17	TON	989	297	1,285	21,851

McA18		David Phillips Park				Net SF:	930
Construction Document Estimate				EQUIP/	QUOTE/	UNIT	TOTAL
DESCRIPTION	U/M	MAT'L	INSTALL	TOTAL	COST		
ADA Climbing Boulders in Grout Bed	1	AL		25,315	25,315		25,315
Bed Plants & Ground Cover							
Typical Annuals	1218	EA	1.39	1.55	2.94		3,575
Garden Plot	2398	SF	18.78	17.66	36.44		87,390
SCM Planting	1	EA		14,045	14,045		14,045
Trees and Shrubs							
Grasses	636	EA	24.02	1.25	25.27		16,072
Deciduous Shrubs	228	EA	31.14	26.30	57.45		13,098
Evergreen Shrubs	226	EA	56.35	43.51	99.86		22,569
Fruit Trees, 4' min Ht.	13	EA	76.13	77.13	153		1,992
Understory Trees, 6'-8' Ht.	35	EA	87.00	172	259		9,067
Canopy Trees, 8' min Ht.	32	EA	289	574	863		27,611
Guying Trees, 3"-4" caliper, 3 stakes	80	EA	57.64	74.17	132		10,544
G30 SITE MECHANICAL UTILITIES							441,505
G3010 Water Supply	245	LF	@	17.98	=		4,406
1" Type K Copper (Underground)	50	LF	14.14	6.65	20.78		1,039
1 1/2" Class 160, PVC	195	LF	2.83	1.98	4.81		937
1-1/2" PVC 90 °Elbow	1	EA	30.55	64.28	94.83		94.83
1-1/2" PVC 45° Elbow	2	EA	72.17	64.28	136		273
1-1/2" PVC Tee	2	EA	109	106	215		429
Excavating Trencher 4"-16" wide & 6' deep incl. backfill	245	LF	2.69	3.98	6.66		1,633
G3020 Sanitary Sewer	372	LF	@	64.64	=		24,046
Sewer Connection	1	EA	1,977	692	2,670		2,670
4" PVC, DWV (B/G) w/o Ftgs	372	LF	25.11	6.90	32.01		11,909
4" PVC Yard Clean Out incl. plug	6	EA	656	192	848		5,090
Excavating Trencher 16"-24" wide & 6' deep incl. backfill	372	LF	4.45	7.32	11.77		4,377
G3030 Storm Sewer	16000	SY	@	25.82	=		413,053
12" RCP w/Gaskets, Excl Excavation & Backfill	200	LF	53.78	18.59	72.37		14,475
15" RCP w/Gaskets, Excl Excavation & Backfill	23	LF	63.79	19.58	83.37		1,917
18" RCP w/Gaskets, Excl Excavation & Backfill	144	LF	73.79	20.57	94.36		13,588
24" RCP w/Gaskets, Excl Excavation & Backfill	136	LF	119	23.04	142		19,268
18" RCP Culvert	24	LF	97.78	38.17	136		3,263
4' x 4' Riser Structure	1	EA	3,707	572	4,279		4,279
PVC Yard Cleanout incl. plug	1	EA	1,206	314	1,521		1,521
Concrete Flared End Section, 15" Dia, 6' Lg	2	EA	167	126	293		586

McA18	David Phillips Park					Net SF:	930
Construction Document Estimate							
DESCRIPTION		U/M	EQUIP/ MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST	
Concrete Flared End Section, 24" Dia, 6' Lg		1 EA	226	223	450	450	
Precast Concrete Endwall, 24" pipe, 3' Lg		1 EA	6,894	316	7,210	7,210	
Precast Manhole, 4' I.D., 6' Deep		1 EA	7,415	4,401	11,815	11,815	
Yard Inlet		4 EA	899	65.07	964	3,855	
Stormwater Ponds		606 SF	9.89	19.78	29.66	17,977	
24" Spillway Filter, No. 67 washed stone encased in non-woven filer fabric		22 SY	11.38	14.55	25.93	570	
Boulder Sill		84 SY	1,780	308	2,088	175,352	
Rip-Rap, outlet dissipater		140 SY	660	74.17	735	102,843	
Weir Spillway, filter blanket & class 'B' riprap		32 SY	663	75.14	739	23,633	
Excavate, Backfill & Comp.- Common Earth		500 CY	8.25	12.66	20.90	10,452	
G90 OTHER SITE CONSTRUCTION						317,003	
G9010 Shelter Addition		230 SF	@	524	=	120,447	
A10 FOUNDATION SYSTEM							
A1011 Wall Foundations							
Strip Footings, 16"x12" (3000 PSI), incl reinforcing		3 CY	516	273	789	2,366	
B10 SUPERSTRUCTURE							
B1020 Roof Construction							
Ice & Water Shield		55 LF	5.29	4.35	9.64	530	
Wood Construction							
Wood Trusses		346 SF _{Floor}	8.81	1.28	10.09	3,492	
½" CDX Roof Sheathing, pneumatically nailed		346 SF	1.12	0.87	1.99	688	
B20 EXTERIOR CLOSURE							
B2011 Exterior Wall Construction							
CMU Face							
8" Standard CMU Reinforced- Hollow		655 SF	8.07	7.99	16.06	10,522	
Brick Face							
Stone Veneer, 8" CMU		400 SF	24.57	28.46	53.04	21,216	
B30 ROOFING							
B3011 Roof Finishes							
Architectural Asphalt Shingles, 50% Recycled Felt		346 SF	2.55	1.00	3.55	1,229	
B3014 Flashings & Trim							
Flashing, Aluminum, Mill Finish, .032" thick		25 SF	12.87	3.00	15.87	397	
B3015 Roof Eaves & Soffits							
Fascia board, 1" x 6"		25 LF	2.31	5.63	7.94	198	
Prefinished Metal Soffit		95 SF	9.19	4.76	13.95	1,325	
B3016 Gutters & Downspouts							

David Phillips Park					Net SF:	930
Construction Document Estimate						
DESCRIPTION		U/M	EQUIP/ MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST
Prefinished Aluminum Gutters	25	LF	4.86	4.42	9.29	232
Prefinished Aluminum Downspouts	16	LF	7.19	3.96	11.14	178
C10 INTERIOR CONSTRUCTION						
C1011 Fixed Partitions						
6" Concrete Block, grouted	216	SF	5.10	7.04	12.14	2,623
5/8" MR Gyp Brd-1 side on 7/8" hat channel, taped & finished	828	SF	1.67	2.98	4.65	3,847
C1028 Toilet Accessories						
Mirror w/ SS Frame, 24"W x36"H	2	EA	132	39.26	171	343
Toilet Tissue Dispenser, Double Roll	2	EA	170	24.37	194	389
Semi Recessed Towel Dispenser w/waste recept	2	EA	880	117	997	1,994
Soap Dispenser, Chrome, Surface Mounted, Liquid	2	EA	86.65	29.29	116	232
Stainless Steel Grab Bars, 18"	2	EA	34.66	24.37	59.02	118
Stainless Steel Grab Bars, 36"	2	EA	44.56	29.29	73.85	148
Stainless Steel Grab Bars, 42"	2	EA	84.17	29.29	113	227
Robe or Coat Hook	2	EA	42.91	6.08	48.99	97.98
Changing Station, Baby	1	EA	528	58.58	587	587
C3011 Wall Finishes						
Epoxy Coating (low-VOC)	950	SF	0.24	2.99	3.22	3,063
Fiberglass Reinf. Panels, (FRP), Low VOC Adh	276	SF	5.03	1.86	6.89	1,900
C3021 Coatings & Sealers						
Seal Coat Concrete (low-VOC), two coats	185	SF	0.80	0.37	1.17	216
C3031 Ceiling Finishes						
Paint (low-VOC) Ceiling, 3 coats, Spray	186	SF	0.80	0.60	1.40	261
D20 PLUMBING						
Plumbing Fixtures						
Water Closet, Tank Type, Floor Mtd	2	EA	1305.38	725.99	2031.37	4,063
Lavatory, Wall Hung	2	EA	1345.50	1055.51	2401.01	4,802
Electric Water w/bottle filler	1	EA	2754.26	550.07	3304.33	3,304
Electric Water Heater, 30 Gal	1	EA	1288.41	355.78	1644.18	1,644
Domestic Water Piping						
¾" Copper Pipe w/Ftgs, Hgrs & Insul.	104	LF	13.10	19.95	33.06	3,438
Domestic Water Specialties						
½" Hose Bibb w/Vacuum Breaker	1	EA	95.67	31.51	127.17	127
Sanitary Waste & Vent Piping						
2" CISP No Hub Pipe, Ftgs & Hgrs	25	LF	26.59	24.29	50.87	1,272
3" CISP No Hub Pipe, Ftgs & Hgrs	11	LF	42.51	25.80	68.31	751
4" CISP No Hub Pipe, Ftgs & Hgrs	13	LF	56.24	28.62	84.86	1,103
Sanitary DWV Specialties						

McA18		David Phillips Park				Net SF:	930
Construction Document Estimate				EQUIP/ MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST
DESCRIPTION		U/M					
Floor Drain w/P Trap		2	EA	859.61	214.65	1074.25	2,149
Plumbing Specialties							
Vibration Isolation & Seismic Restraint		230	SF			0.15	35
Submittals and Close Out Documentation		230	SF		0.11	0.11	24
Plumbing Shop Drawings		230	SF		0.13	0.13	30
Plumbing "As Built" Drawings		230	SF		0.11	0.11	24
Pressure Test Domestic / DWV Lines		230	SF		0.08	0.08	18
Disinfect Domestic Water Lines		230	SF		0.07	0.07	15
Pipe Labeling / Tagging		230	SF		0.07	0.07	15
One Year Contractor Service Warranty		230	SF		0.07	0.07	15
D30 HVAC							
Ductwork							
6" Ø Duct w/Ftgs		10	LF	19.24	7.33	26.57	266
Supply & Exhaust Fans & Vents							
Ceiling Right Angle Exh. Fan, 95 CFM		2	EA	540.05	87.30	627.35	1,255
Unit Heaters							
Elect. Unit Heater, 3KW		1	EA	925.80	125.37	1051.18	1,051
Elect. Unit Heater, 10KW		2	EA	1928.75	187.73	2116.48	4,233
HVAC Specialties							
Vibration Isolation & Seismic Restraint		230	SF		0.58	0.58	133
HVAC Shop Drawings		230	SF		0.32	0.32	72
HVAC "As Built" Drawings		230	SF		0.26	0.26	60
Submittals and Close Out Documentation		230	SF		0.20	0.20	45
Operation & Maintenance Manuals (O & M's)		230	SF		0.09	0.09	21
Inspection & Limited Commissioning		230	SF		0.34	0.34	79
Owner Training For Operating Personnel		230	SF		0.11	0.11	24
One Year Contractor Service Warranty		230	SF		0.13	0.13	30
Piping / Equipment Labeling & Tagging		230	SF		0.07	0.07	15
D50 ELECTRICAL							
Secondary Electrical Service							
Reinstall Existing Meter		1	EA		723	723	723
2" RGS w/ 11 coup, 2 bends & 2 term. per 100'		20	LF	26.48	20.48	46.96	939
2" RGS elbow		2	EA	55.99	77.10	133	266
2" RGS coupling		4	EA	15.44	13.73	29.17	117
2" locknut		2	EA	4.29		4.29	8.58
2" bushing		1	EA	1.94	61.03	62.97	62.97
#3/0 XHHW wire, copper		60	LF	10.40	3.68	14.08	845
Panels							

McA18	David Phillips Park				Net SF:	930
Construction Document Estimate						
DESCRIPTION		U/M	EQUIP/ MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST
Reinstall Existing Panel-P	1	EA		2,938	2,938	2,938
Phenolic nameplate	1	EA	45.60	56.22	102	102
Panelboard steel support	1	EA	128	289	417	417
Enclosed Switches and Circuit Breakers						
Circuit breaker, 10KAIC, 2 pole, 15-50 amp, 240 volt	4	EA	103	115	218	872
240 volt, 30 amp, HD, FDS, 2p, NEMA 1, w/fuses	2	EA	184	263	447	895
Steel support, Disconnect Switches	2	EA	92.79	106	199	398
Manual Motor Starter	2	EA	275	144	419	838
Light Fixtures						
Type EA Light	1	EA	236.93	198.12	435.05	435
Type PA Light	3	EA	387.70	198.12	585.82	1757
Type WA Light	3	EA	312.31	99.06	411.37	1234
Lighting Conduit & Wire						
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	140	LF	4.00	6.47	10.48	1,467
3/4" EMT connector	11	EA	1.91	7.63	9.55	107
3/4" EMT field bend	39	EA		10.49	10.49	411
4" Square box w/cover (ring), support	7	EA	12.29	54.96	67.25	471
#12 THHN wire, copper	560	LF	0.46	0.76	1.22	684
Fixture whip, (3) #16THHN	3	EA	26.08	26.34	52.42	157
Lighting Controls						
Occupancy Sensor, 1-pole, wall	3	EA	144	35.34	179	538
Time clock, Tork #ELC72PC	1	EA	551	149	700	700
Photo cell	1	EA	28.32	115	143	143
Receptacles						
Duplex Receptacle, 20 amp, w/box, ring, cover	3	EA	37.44	86.25	124	371
WPGFI Receptacle, 20 amp, w/box, ring, cover	5	EA	85.26	108	194	968
Receptacle Conduit & Wire						
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'	260	LF	4.00	6.47	10.48	2724
3/4" EMT connector	21	EA	1.91	7.63	9.55	199
3/4" EMT field bend	73	EA		10.49	10.49	764
4" Square box w/cover (ring), support	13	EA	12.29	54.96	67.25	874
#12 THHN wire, copper	1040	LF	0.46	0.76	1.22	1271
Grounding & Lightning Protection Systems						
Ground rod, 3/4x10'	2	EA	104	209	313	626
Exothermic weld	3	EA	7.36	132	139	417
Pipe grounding clamp, 1 1/4" to 2"	2	EA	68.79	115	184	367
Main Ground Buss	1	EA	232	305	537	537
#4 Bare CU wire	80	LF	1.79	1.15	2.94	235
#4 THHN wire termination - Crimp 2-way connector, CU	4	EA	9.84	37.74	47.58	190
Equipment Connections						
EF - Equipment Connection	2	EA	45.52	128	174	347

McA18	David Phillips Park					Net SF:	930
Construction Document Estimate							
DESCRIPTION		U/M	EQUIP/ MAT'L	QUOTE/ INSTALL	UNIT TOTAL	TOTAL COST	
DWH - Equipment Connection		1	EA	56.89	128	185	185
EUH - Equipment Connection		3	EA	56.89	128	185	555
Equipment Conduit & Wire							
3/4" EMT w/ 11 coup, 2 bends & 2 term. per 100'		120	LF	4.00	6.47	10.48	1,257
3/4" EMT connector		24	EA	1.91	7.63	9.55	229
3/4" EMT field bend		12	EA		10.49	10.49	126
#12 THHN wire, copper		300	LF	0.46	0.76	1.22	367
#10 THHN wire, copper		30	LF	0.77	0.92	1.69	50.74
Electrical Demolition							
Meter - DEMO		1	EA		299	299	299
Panelboard - DEMO		1	EA		667	667	667
Wall Pack Light Fixture - DEMO		1	EA		36.94	36.94	36.94
F20 SELECTIVE BUILDING DEMOLITION							
F2012 Concrete & Masonry Demo							
Stone Veneer		246	SF		2.73	2.73	672
F2018 Roofing Demo							
Aluminum Fascia		30	LF		0.87	0.87	25.95
Downspouts, incl hangers		20	LF		1.42	1.42	28.30
G9090 Overlook Structure		700	SF	@	281	=	196,556
A10 FOUNDATION SYSTEM							
A1012 Column Footings							
Spread Footings (3000 PSI), incl reinforcing		8	CY	555	340	896	7,164
B10 SUPERSTRUCTURE							
B1010 Floor Construction							
6.75x12 Glulam		266	LF	50.07	6.55	56.62	15,062
Composite Wood Decking		700	SF	24.17	6.55	30.72	21,505
B1020 Roof Construction							
6.75x7.5 Glulam		253	LF	35.76	5.67	41.43	10,481
6.75x12 Glulam		200	LF	50.07	6.55	56.62	11,325
Wood Column		170	LF	11.44	6.91	18.35	3,120
B30 ROOFING							
B3011 Roof Finishes							
Standing Seam , including fasteners & trim, galvalum		1195	SF	9.04	2.10	11.14	13,315
B3016 Gutters & Downspouts							
Prefinished Aluminum Gutters		74	LF	4.86	4.42	9.29	687
Prefinished Aluminum Downspouts		24	LF	7.19	3.96	11.14	267

McA18		David Phillips Park				Net SF: 930	
Construction Document Estimate				EQUIP/	QUOTE/	UNIT	TOTAL
DESCRIPTION		U/M	MAT'L	INSTALL	TOTAL	COST	
C20 STAIRCASES							
C2013 Railings & Safety Nosing							
Cable Railing, 1/8" dia. steel cable, 1-1/2" alum. pipe rail, 1"x1" sq. balusters		168	LF	98.87	85.04	184	30,897
D50 ELECTRICAL							
Secondary Electrical Service							
U/G Service, ~380' from TX to MP		1	AL				60,000
Panels							
Meter Panel, 30A, 240/120V, MCB, N3R-MP		1	AL	2,040	899	2,939	2,939
Phenolic nameplate		1	EA	45.60	56.22	102	102
Panel Rack		1	AL		1,582	1,582	1,582
30 amp feeder, 3 wire plus ground, RGS/XHHW		20	LF	9.34	21.36	30.70	614
Enclosed Switches and Circuit Breakers							
Circuit breaker, 10KAIC, 2 pole, 15-50 amp, 240 volt		4	EA	103	115	218	872
Receptacles							
WPGFI Receptacle, 20 amp, w/box, ring, cover		1	EA	85.26	108	194	194
Receptacle Conduit & Wire							
3/4" RGS w/ 11 coup, 2 bends & 2 term. per 100'		10	LF	9.87	10.49	20.36	204
3/4 " RGS coupling		14	EA	5.67	5.27	10.93	151
3/4 " RGS field bend		42	EA		21.06	21.06	880
1G Weather-proof box, 3/4" hubs w/cover, support		7	EA	55.23	78.37	133.60	935
#12 XHHW wire, copper		40	LF	0.63	0.76	1.40	56
Grounding & Lightning Protection Systems							
Ground rod, 3/4x10'		2	EA	104	209	313	626
Exothermic weld		3	EA	7.36	132	139	417
Pipe grounding clamp, 1 1/4" to 2"		2	EA	68.79	115	184	367
Main Ground Buss		1	EA	232	305	537	537
#8 Bare CU wire		80	LF	0.58	0.84	1.42	114
#8 THHN wire termination - Crimp 2-way connector, CU/AL		4	EA	5.30	32.04	37.34	149
Site Lighting							
Type WB Light		4	EA	387.70	198.12	585.82	2343
Time clock, Tork #ELC72PC		1	EA	551	149	700	700
Photo cell		1	EA	28.32	115	143	143
3/4" RGS w/ 11 coup, 2 bends & 2 term. per 100'		270	LF	9.87	10.49	20.36	5,497
3/4 " RGS coupling		9	EA	5.67	5.27	10.93	94
3/4 " RGS field bend		37	EA		21.06	21.06	771
1G Weather-proof box, 3/4" hubs w/cover, support		7	EA	55.23	78.37	133.60	935
#12 XHHW wire, copper		1080	LF	0.63	0.76	1.40	1,510
PROJECT SUBTOTAL =====>						\$	\$4,143,715

TRUE BASE BID

McA18				David Phillips Park		Net SF:		930	
Construction Document Estimate				EQUIP/		QUOTE/		UNIT	
DESCRIPTION				U/M		MAT'L		INSTALL	
								TOTAL	
								TOTAL	
								COST	

ALTERNATE BID ITEMS:

Alternate No 1: Pressure Treated Decking in lieu of Trex at Overlook

Composite Wood Decking	-700	SF	24.17	6.55	30.72	-21,505
PT Wood Decking	700	SF	3.27	3.83	7.10	4,973
Subtotal =====>			@		=	-16,533

Alternate No 2: CIP Walls in lieu of CMU & Stone Veneer

Retaining Wall

8" CMU, Solid not reinforced, waterproof membrane, cultured stone veneer, precast concrete cap 2" thick	-3505	SF	91.53	83.64	175	-613,972
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Other Site Improvements

Cheek Wall, 8" CMU w/ cultured stone veneer, precast concrete cap	-1355	SF	92.28	83.64	176	-238,374
Freestanding Seat Wall, 8" CMU w/ cultured stone veneer, precast concrete cap	-201	SF	91.53	83.64	175	-35,209

Retaining Wall

CIP Concrete Wall	88	CY	604	536	1,140	100,324
Formliner	7010	SFCA	9.89	4.45	14.34	100,499

Other Site Improvements

CIP Concrete Cheek Wall	35	CY	604	536	1,140	39,902
Formliner- Cheek Wall	2710	SFCA	9.89	4.45	14.34	38,852
CIP Concrete Seat Wall	5	CY	604	536	1,140	5,700
Formliner- Seat Wall	402	SFCA	9.89	4.45	14.34	5,763

Subtotal =====>			@		=	-596,514
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Alternate No 3: Aggregate Pathway in lieu of Asphalt

Asphalt Paving, 6"Stone, 2"Binder, 1"Surface	-1155	SY	44.67	5.16	49.83	-57,553
Gravel Paving, 6" Deep	1155	SY	18.35	0.63	18.98	21,925

Subtotal =====>			@		=	-35,628
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**AN ORDINANCE TO AMEND
CHAPTER 58, SECTION 58-303, SCHEDULE IV
OF THE CODE OF ORDINANCES CITY OF CONCORD, NORTH CAROLINA
PURSUANT TO PARKING**

WHEREAS, the City Council of the City of Concord, North Carolina has adopted a Code of Ordinances relative to the administration of governing regulations; and

WHEREAS, Chapter 58, Traffic and Vehicles, of the Code of Ordinances City of Concord, North Carolina regulates the enforcement of traffic and related street concerns within the City of Concord; and

WHEREAS, Halton Crossing Dr., SW is currently designated as allowing unrestricted on-street parking in its entirety under Schedule IV of the City Street Control Schedule.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord, North Carolina, that after due consideration, and in the best interest of all the citizens of Concord, Chapter 58, Section 58-303 - Parking prohibited at all times on certain streets, of the Code of Ordinances is hereby amended as follows:

- Section 1. That the designation of being unrestricted parking for Halton Crossing Dr., SW be amended to indicate that Halton Crossing Dr., SW from Robins Way, SW to Coventry Commons Ave., SW be listed as "NO PARKING ANY TIME" in Schedule IV under the Street Control Schedule.
- Section 2. That this amendment shall become effective at the time NO PARKING ANY TIME postings are erected giving notice thereof.

ADOPTED THIS 8TH DAY OF May, 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

/s/ William C. Dusch, Mayor

ATTEST:
/s/ Kim J. Deason, City Clerk

CITY SEAL

**AN ORDINANCE TO AMEND
CHAPTER 58, SECTION 58-303, SCHEDULE IV
OF THE CODE OF ORDINANCES CITY OF CONCORD, NORTH CAROLINA
PURSUANT TO PARKING**

WHEREAS, the City Council of the City of Concord, North Carolina has adopted a Code of Ordinances relative to the administration of governing regulations; and

WHEREAS, Chapter 58, Traffic and Vehicles, of the Code of Ordinances City of Concord, North Carolina regulates the enforcement of traffic and related street concerns within the City of Concord; and

WHEREAS, Robins Way, SW is currently designated as allowing unrestricted on-street parking in its entirety under Schedule IV of the City Street Control Schedule.

NOW, THEREFORE, BE IT ORDAINED by the City Council of the City of Concord, North Carolina, that after due consideration, and in the best interest of all the citizens of Concord, Chapter 58, Section 58-303 - Parking prohibited at all times on certain streets, of the Code of Ordinances is hereby amended as follows:

- Section 1. That the designation of being unrestricted parking for Robins Way, SW be amended to indicate that Robins Way, SW from Pitts School Rd., SW to Concord Pkwy, S be listed as "NO PARKING ANY TIME" in Schedule IV under the Street Control Schedule.
- Section 2. That this amendment shall become effective at the time NO PARKING ANY TIME postings are erected giving notice thereof.

ADOPTED THIS 8TH DAY OF May, 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

/s/ William C. Dusch, Mayor

ATTEST:
/s/ Kim J. Deason, City Clerk

CITY SEAL

Robins Way/Halton Crossing No Park Locations

- Existing NO Parking Signs
- Proposed NO Parking Signs



**RESOLUTION OF
THE CITY COUNCIL OF THE CITY OF CONCORD, NORTH CAROLINA
IN SUPPORT OF REDUCING THE SPEED LIMIT ON A SECTION OF US 601**

WHEREAS, the North Carolina Department of Transportation (NCDOT) is responsible for maintaining State Highway System roads for the traveling public in the City of Concord and Cabarrus County and,

WHEREAS, US 601 (Warren C. Coleman Blvd) is an NCDOT maintained roadway and,

WHEREAS, US 601 from Armentrout Dr., SW (milepost 13.160) to 0.22 Miles south of Zion Church Rd., E (milepost 15.173) is currently a statutory speed limit of 55 MPH and posted as such,

WHEREAS, NCDOT has recommended the current statutory speed limit of 55 MPH be repealed and to enact a statutory speed limit of 45 MPH and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Concord, North Carolina is requesting the NCDOT to repeal the posted speed limit of 55 MPH MPH on US 601 (Warren C. Coleman Blvd) from Armentrout Dr., SW (milepost 13.160) to 0.22 Miles south of Zion Church Rd., E (milepost 15.173) and to enact a statutory speed limit of 45 MPH.

Adopted this the 8TH day of MAY, 2025

**CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA**

William C. Dusch, Mayor

ATTEST:

Kim J. Deason, City Clerk

SEAL

REVIEWED:

VaLerie Kolczynski, City Attorney



PO Box 1469 Hickory, NC 28603
 Phone: (828) 855-3182 Fax: (828) 855-3183
 www.clearwaterinc.net

Quote

Date	Estimate #
3/27/2025	20251248

Name / Address
Concord, City of Finance Dept PO Box 308 Concord, NC 28026

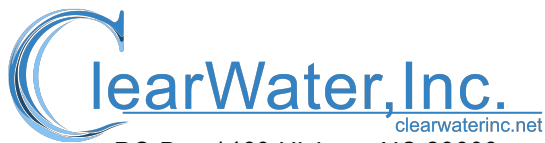
Ship To
City of Concord 635 Alfred Brown Jr Ct SW Concord, NC 28026 Attn.: Crystal Allman

Requestor	Phone	Email	Prepared By	Terms	Lead Time
Crystal Allman	704-920-5287	allmanc@concordnc.gov	John Fraser	Net 30	2-3 Weeks ARO

Item	Description	Qty	Cost Each	Sell Total
M853	Mission Wireless Real-Time Alarm System with Streaming Data in FlatPak Enclosure (Mounts inside MCC cabinet; Includes all parts for standard installation) Base unit has 8 DI, 2 AI, 3 Relay Outputs	22	2,700.00	59,400.00T
SP850-12	Service Package, MyDro M850 Series, 1 Year.	22	563.40	12,394.80T
OP653	Adam Module - Digital Input (8 channel Isolated Digital Input Module via RS485)	8	710.00	5,680.00T
SPOP-12	Service Package - Option Board - 1 year	8	72.00	576.00T
IT251	Rain Tipping Bucket (NOAA compliant, corrosion resistant metal, measurements in 1/100th" of rain)	12	1,028.00	12,336.00T
OP750	Safe Module Plus - Pulse Input, relay output, float connector (4 channel Counter via RS485)	12	325.00	3,900.00T
SPOP-12	Service Package - Option Board - 1 year	12	72.00	864.00T
Freight	Mission Freight	34	25.00	850.00T
Level-7.5-100	7.5-Foot FOGRod w/ 100-Foot Cable, Cleaning Bracket, And Level Indicator Transmitter (LIT)	22	1,975.00	43,450.00T
FOGRod-24-VPS	FOGROD 24-V Power Supply	22	75.00	1,650.00T
Start Up	Site visit for installation and startup	22	2,200.00	48,400.00T

Total

REMIT TO:	Hickory Office: PO Box 1469 Hickory, NC 28603 (828) 855-3182	Richmond Office: 502 Research Road N. Chesterfield, VA 23236 (804) 378-3550	Chesapeake Office: 1224 Executive Blvd Suite 108 Chesapeake, VA23320 (757)512-6428
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PO Box 1469 Hickory, NC 28603
 Phone: (828) 855-3182 Fax: (828) 855-3183
 www.clearwaterinc.net

Quote

Date	Estimate #
3/27/2025	20251248

Name / Address
Concord, City of Finance Dept PO Box 308 Concord, NC 28026

Ship To
City of Concord 635 Alfred Brown Jr Ct SW Concord, NC 28026 Attn.: Crystal Allman

Requestor	Phone	Email	Prepared By	Terms	Lead Time
Crystal Allman	704-920-5287	allmanc@concordnc.gov	John Fraser	Net 30	2-3 Weeks ARO

Item	Description	Qty	Cost Each	Sell Total
Notes -	Notes and clarifications: - Electronic copies of manufacturer's standard instruction manuals are included. Customized manuals and related documentation are not offered. - Any order placed for this quotation must be released for shipment within one calendar year of order date for pricing to remain valid. - All unloading and storage of shipped equipment is by others. - Unless specifically noted above, installation and startup services are not included. - If startup services are quoted, all items must be installed, with power and ready for operation, before these services can be performed. - Appropriate sales tax for the shipment location will be added unless an exemption certificate is provided. - Factory standard warranty will apply unless otherwise negotiated. - Our pricing only includes those items clearly and specifically detailed in the above proposal, items not listed above are not included. - For payment by Visa or MasterCard add 3% carrier fee.		0.00	0.00T
	NC 7% Sales Tax		7.00%	13,265.06

				Total	\$202,765.86
REMIT TO:	Hickory Office: PO Box 1469 Hickory, NC 28603 (828) 855-3182	Richmond Office: 502 Research Road N. Chesterfield, VA 23236 (804) 378-3550	Chesapeake Office: 1224 Executive Blvd Suite 108 Chesapeake, VA23320 (757)512-6428	Quote Valid for 30 days. A 3% fee will be added for credit card fees. Freight is prepaid and added unless quoted.	

ORD. #

CAPITAL PROJECT ORDINANCE AMENDMENT
SCADA

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 SCADA 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

- SECTION 4. The following amounts are appropriated for the project:
- Expenses/Expenditures

Account	Title	Current Budget	Amended Budget	(Decrease) Increase
8402-5811355	SCADA	0	210,000	210,000
8402-5811082	Future Projects	4,164,932	3,954,932	(210,000)
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 8th day of May, 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

Valerie Kolczynski, City Attorney

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: Steve McDonald
2. Name and address of owner(s)/developer(s): 5037 Flowes Store Rd
Betty Lucille McDonald
3. Owner(s)/developer(s) telephone: 704-315-8108 Email: smcdonald@hale-trailer.com
4. Name and address of surveyor/engineer: None yet
5. Surveyor/engineer's telephone: _____ Email: _____
6. Name, telephone and fax number, and address of agent (if any): _____
8. Telephone number of person to whom comments should be sent: 704-~~315~~-315-8108
Fax: _____
9. Location of property: 5040 Flowes Store Rd
10. Cabarrus County P.I.N.#: 553883994
- _____ Total lots proposed: 1
7. Name and address of person to whom comments should be sent:
Steve McDonald
5037 Flowes Store Rd
11. Current zoning classification: LDR
12. Total acres: 2.54
13. Brief Description of development: a single house

A proposed single family home
14. Proposed Construction Schedule ?

Requesting one residential water and sewer service connection.

15. Type of Service requested Extension of Concord Utilities
Outside of city limits

3-20-25

Date

Steven Eric McDonald

Signature of Owner/Agent

Steven Eric McDonald

Name (printed)

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

The completed form with signature can be submitted by Email to: moores@concordnc.gov or
 Mail to: City of Concord Engineering Department, PO Box 308, Concord, NC 28026

Received by: _____ Date: _____



GIS Utility Exhibit Map/Correspondence Information

Date: Thursday, April 3, 2025

Property Owner/Applicant:
Janet McDonald Drye, Phillip Alan McDonald,
Toney Lee McDonald, and Steven Eric McDonald
5031 Flowes Store Rd. Concord, NC 28025

Agent:
Steven McDonald
5037 Flowes Store Road, Concord, NC, 28025
Phone: 704-315-8108 | Email: smcdonald@haletrailer.com

Site Development Description & Location: Preliminary water and sewer utility service inquiry at 5040 Flowes Store Rd, Concord NC 28025 (PIN5538839944) (Approx 2.54 Acre parcel located on north side of Flowes Store Road) An approximately 2.54-acre parcel is located within the Cabarrus County jurisdiction is zoned LDR and is located within Area B of the City of Concord and Cabarrus County Central Area Agreement.

Area Water and Sewer Utility Description: The parcel is considered served by public water located within Flowes Store Road right of way. Although the existing Water & Sewer Authority of Cabarrus County (WSACC) sewer interceptor extends across the eastern side of the parcel, the parcel is not considered served by Concord public gravity sanitary sewer so any service extensions would be subject to City and WSACC approval and conditions.

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.

4/3/2025, 3:47:45 PM

Hydrant



City

Pressure Main



Distribution Main



Sewer Manhole



Sewer Gravity Main



WATER.WR.WSACC_Manholes_1



WATER.WR.WSACC_Pipes_1



Parcels New

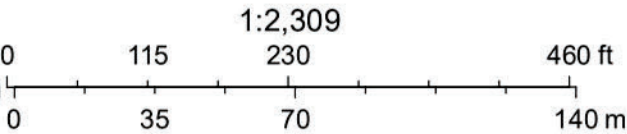


Centerline

Notice

Sensitive information not to be copies 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



Map data © OpenStreetMap contributors, Microsoft, Facebook, Google, Esri Community Maps contributors, Map layer by Esri

RESOLUTION TO APPROVE THE ABANDONMENT
OF WASTEWATER EASEMENT

WHEREAS, the City of Concord, a North Carolina municipal corporation ("City") acquired a 12-inch wastewater easement recorded on March 7, 2000, in Deed Book 2808, at Page 46 of the Cabarrus County Registry for the purpose of providing utility services to the properties located along Bruton Smith Blvd (f/k/a Speedway Blvd), Scott Padgett Parkway NW, and John Q. Hammonds Drive NW; and

WHEREAS, it has been determined that this easement is no longer needed by the City to provide wastewater services to properties located along Bruton Smith Blvd (f/k/a Speedway Blvd), Scott Padgett Parkway NW, and John Q. Hammonds Drive NW; and

WHEREAS, the development potential of PIN 4599-31-5569 is inhibited by the portions of the easements that are no longer needed by the City; and

WHEREAS, it has been determined that the wastewater easement designated for abandonment below is no longer needed by the City of Concord for its use and that the release of said easements would not be contrary to the public interest; and

WHEREAS, the City has deemed this easement, as described below and shown in Exhibit A, is surplus to the needs of the City.

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

1. The City Council abandons the wastewater easement as described below:

Description of Sanitary Sewer Easement

Property Identification Number: 4599-31-5569

Said Sewer Easement being located in the City of Concord, North Carolina and described more particularly as follows:

Beginning at a found iron rebar, having NC State Plane Coordinates of Northing: 591,282.42, Easting: 1,493,580.65, and being a point on the eastern right of way of John Q. Hammons Dr NW; Thence, following a curve along the right of way having chord bearing: North 09°46'28" West, chord distance of 162.81 feet, radius of 440 feet, and an arc length of 163.75 feet (C1) to the POINT and PLACE of BEGINNING.

Thence, following a curve along the right of way having chord bearing: North 22°47'15" West, chord distance of 36.41 feet, radius of 440 feet, and an arc length of 36.42 feet (C2) to a calculated point on the right of way of John Q. Hammons Dr NW.

Thence, leaving the right of way, bearing North 58°38'04" East, a distance of 252.79 feet to a calculated point on the western property line of the City of Concord property as described in Deed Book 1457, Page 221. Thence, running with the western line of the City of Concord property, bearing South 33°02'24" East, a distance of 297.05 feet to a calculated point, said point being located North 33°02'24" West, a distance of 194.64 feet from a found iron rebar.

Thence, bearing North 82°46'11" West, a distance of 53.24 feet (L2) to a calculated point;

Thence, bearing North 32°01'57" West, a distance of 227.73 feet to a calculated point;

Thence, bearing South 58°38'04" West, a distance of 222.64 feet to the POINT and PLACE of BEGINNING and being 18,681 Square Feet, more or less as shown on map titled, "Sewer Easement Abandonment of Property of: Charlotte-

Mecklenburg Hospital Authority,” dated March 13, 2025, by V3 Southeast and is attached as Exhibit A for further reference.

BEING a portion of the same easement conveyed to the City of Concord in Deed Book 2808, at Page 47 of the Cabarrus County Registry.

2. The Mayor, City Clerk, and Staff are hereby authorized to execute the necessary documents in order to affect the abandonment of the stated water and electric easements.

3. This resolution shall be effective upon passage.

Adopted this _____ Day of May, 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William “Bill” Dusch, Mayor

ATTEST:

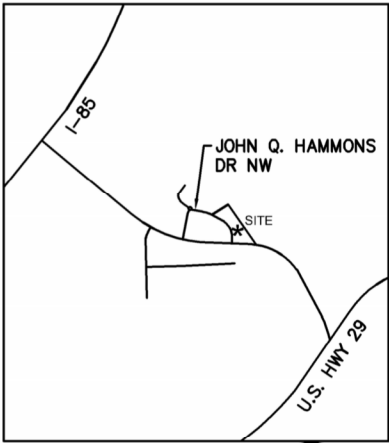
Kim J. Deason, City Clerk

EXHIBIT A

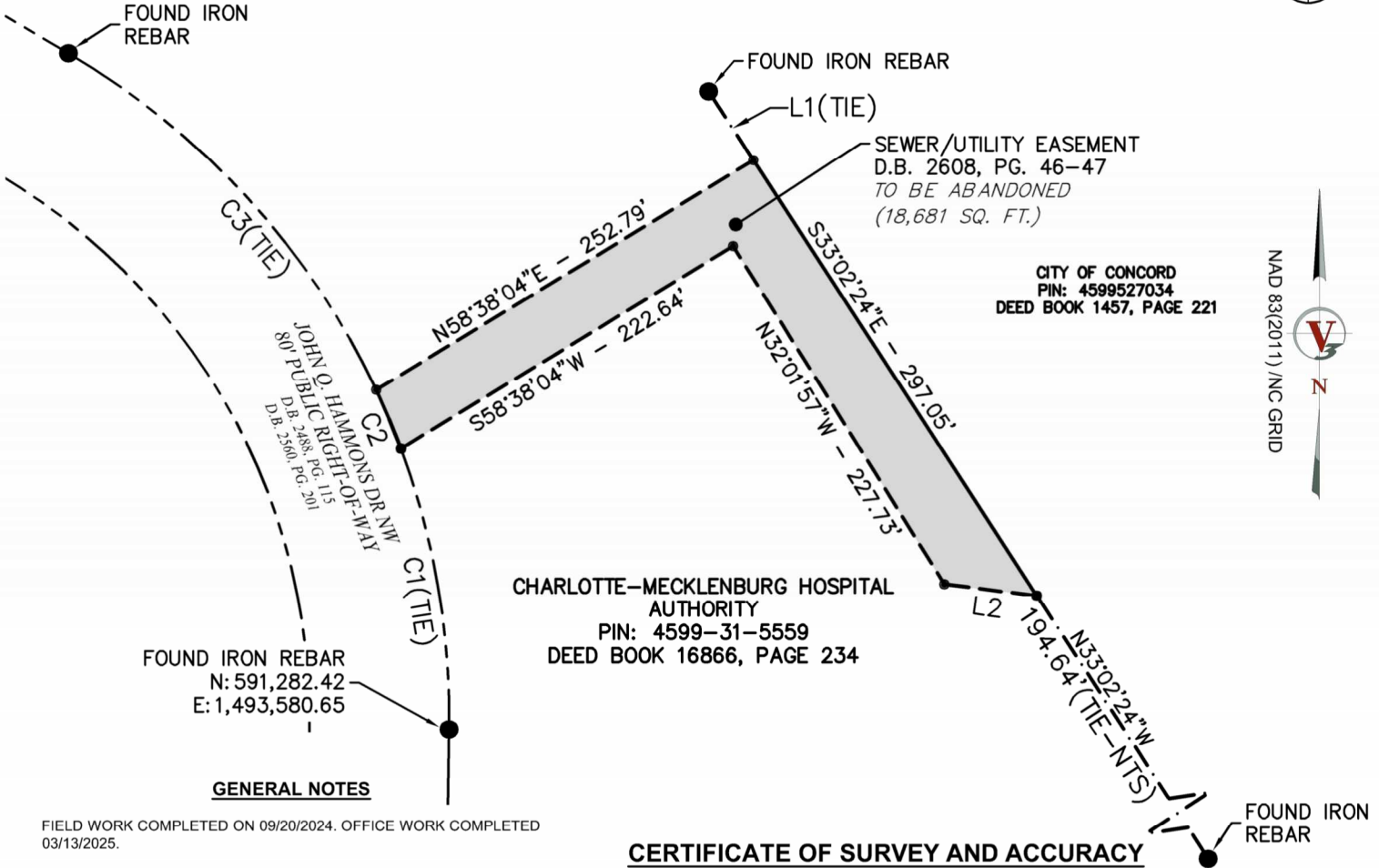
*THIS EASEMENT SUPERSEDES ANY PREVIOUSLY RECORDED EASEMENT(S)

LINE TABLE		
LINE #	DIRECTION	LENGTH
L1	S33°02'09"E	47.02
L2	N82°46'11"W	53.24

CURVE TABLE					
CURVE #	RADIUS	DELTA	LENGTH	CHL	CHB
C1	440.00'	21°19'25"	163.75'	162.81'	N09°46'28"W
C2	440.00'	4°44'35"	36.42'	36.41'	N22°47'15"W
C3	440.00'	34°29'41"	264.90'	260.92'	N42°24'36"W



VICINITY MAP
NOT TO SCALE



CITY OF CONCORD
PIN: 4599527034
DEED BOOK 1457, PAGE 221

NAD 83(2011) / NC GRID



GENERAL NOTES

FIELD WORK COMPLETED ON 09/20/2024. OFFICE WORK COMPLETED 03/13/2025.

AREA COMPUTED BY COORDINATE GEOMETRY.

HORIZONTAL DATUM NC STATE PLANE COORDINATES, NAD83(NSRS2011).

DISTANCES SHOWN ARE GRID DISTANCES UNLESS STATED OTHERWISE.

IF THIS MAP DOES NOT HAVE AN ORIGINAL SIGNATURE AND SEAL, IT IS NOT VALID.

BOUNDARY INFORMATION WAS TAKEN FROM DEED BOOK 16866 PAGE 234 RECORDED INFORMATION IN THE CABARRUS COUNTY REGISTER OF DEEDS AS SHOWN HEREIN.

THE PARCEL OF LAND AS SHOWN ON THIS PLAT IS NOT LOCATED IN A MINIMAL FLOOD ZONE, FLOOD PLAIN ZONE: X, FEMA PANEL NUMBER: 3710459900K, EFFECTIVE DATE 11-16-2018.







CERTIFICATE OF SURVEY AND ACCURACY

I, JONATHAN CROWE, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY PERFORMED UNDER MY SUPERVISION; THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS SHOWN HEREON; THAT THE POSITIONAL ACCURACY AS CALCULATED IS <0.07'; THAT THIS PLAT WAS PREPARED IN ACCORDANCE WITH G.S. 47-30 AS AMENDED; THAT THIS SURVEY IS OF A PROPOSED EASEMENT FOR A PUBLIC UTILITY AS DEFINED IN G.S. 62-3. WITNESS MY ORIGINAL SIGNATURE, LICENSE NUMBER AND SEAL THIS 14TH DAY OF APRIL, A.D., 2025.

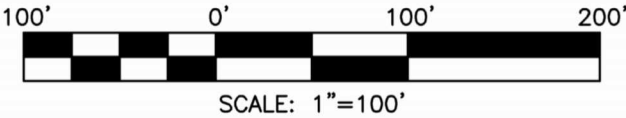

JONATHAN CROWE, PLS #L-5488
jcrowe@v3co.com



EXISTING LEGEND:

	RIGHT-OF-WAY LINE
	TIE LINE
	SURVEYED PROPERTY LINE
	EASEMENT TO BE ABANDONED
	IRON PIN FOUND(AS NOTED)
	CALCULATED POINT

FOR THE BENEFIT OF THE CITY OF CONCORD



SCALE: 1"=100'

REF	DISTANCE	DESCRIPTION	SEWER EASEMENT ABANDONMENT PROPERTY OF: CHARLOTTE-MECKLENBURG HOSPITAL AUTHORITY CITY OF CONCORD, CABARRUS COUNTY, N.C. TO SERVE: AH CONCORD FSD (231161)
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			



V3 SOUTHEAST
3700 South Boulevard, Suite 200
Charlotte, NC 28209
Ph: 704.940.2883

V3co, Vertere, Viribus
WWW.V3CO.COM

SCALE: 1"=100' DATE: MARCH 13, 2025 DRAWN BY: TAM

NORTH CAROLINA
CABARRUS COUNTY

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

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ("Agreement"), made this _____ day of _____, 2025, by Five Star Investments V, LLC, a Wisconsin limited liability company, whose principal address is 8899 368th Avenue, Twin Lakes, WI 53181 (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").

W I T N E S S E T H:

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

WHEREAS, Grantor is the owner in fee simple of certain real property situated in the City of Concord, County of Cabarrus, North Carolina and more particularly described as follows: 497 Woodhaven Place, Concord, NC, Cabarrus County Property Identification Number (PIN): 4690-77-4082. It being the land conveyed to Grantor by deed recorded in Book and Page 16723/122 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 Sand Filter, as provided in the CCDO and the Concord Manual (the "Stormwater Control Measure" or

“SCM”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the 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 “Exhibit Survey” and labeled “Stormwater Control Measure Access and Maintenance Easement 0.807 Acres (35,170 SQ FT)”** for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as “SCM Easement”). Within the SCM Easement Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easement, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM as shown on the attached **Exhibit “A” titled “Exhibit Survey” and labeled “Stormwater Control Measure Access and Maintenance Easement 0.807 Acres (35,170 SQ FT)” and access from Woodhaven Place NW 60’ Right-of-Way DB. 2199 PG. 208**, for the purpose of permitting City access, inspection and, in accordance with the terms of paragraph 4 of this Agreement, maintenance and repair of the SCM, as more fully set forth herein and in the CCDO and Concord Manual. Except as set forth herein, nothing contained in this Agreement shall be deemed to be a gift or dedication of any portion of Grantor’s Property to the general public or for any public use or purpose whatsoever, and further except as specifically provided herein for the benefit of the City, no rights, privileges or immunities of Grantor shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

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

1. The requirements pertaining to the SCM Easements are more fully set forth in the current adopted and published editions of the following four (4) documents: (i) Article 4 of the CCDO, (ii) Article I, Section 1 of the Concord Manual, (iii) the Sand Filter Inspection and Maintenance Plan attached as **Exhibit “B”** and (iv) as provided in the North Carolina Department of Environmental Quality (DEQ) Stormwater Design Manual (the “NCDEQ Manual”), all of which are incorporated herein by reference as if set forth in their entireties below. Grantor agrees to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by the CCDO Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agrees to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

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

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

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

3. Grantor represents and warrants that Grantor is financially responsible for construction, maintenance, repair and replacement of the SCM, its appurtenances and vegetation, including impoundment(s), if any. Grantor agrees to perform or cause to be performed the maintenance as outlined in the attached Inspection and Maintenance Plan and as provided in the NCDEQ 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, with the appropriate Deed Book and Page for this Agreement inserted in the relevant blanks, in at least a 12 point bold face font on the first page of the document: **“Notice: The Property is subject to a Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement enforced by the City of Concord and State of North Carolina recorded in the Cabarrus County Registry at DB _____ PG _____.”** shall be inserted by Grantor in any subsequent deed or other legal instrument by which Grantor may be divested of either the fee simple title to or possessory interests in the subject Property. The designation Grantor and Grantee shall include the parties, their heirs, successors and assigns; and

b. That the following statement, with the appropriate date, Deed Book and Page for this Agreement inserted in the relevant blanks, 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 _____, 2025 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 Grantor is seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that Grantor will warrant and defend the said title to the same against claims of all persons whosoever.

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

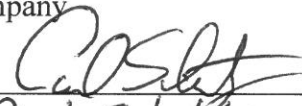
The covenants agreed hereto and the conditions imposed herein shall be binding upon Grantor and their agents, personal representatives, heirs and assigns and all other successors in interest to Grantor and shall continue as a servitude running in perpetuity with the above-described land.

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM ACCESS EASEMENTS AND ACCEPTED THE SCM ACCESS EASEMENTS AT THEIR MEETING OF _____, 2025 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:

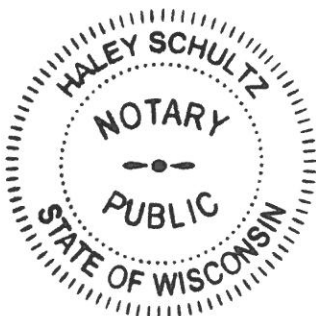
Five Star Investments V, LLC, a Wisconsin limited liability company


By: 
Name: Carl Schultz
Title: Owner

STATE OF WISCONSIN
COUNTY OF KENOSHA

I, HALEY SCHULTZ, a Notary Public of the aforesaid County and State, do hereby certify that CARL SCHULTZ personally appeared before me this day and acknowledged that he/she is the Manager/Member of Five Star Investments V, LLC, a Wisconsin limited liability company, and that he being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 22ND day of APRIL, 2025




Notary Public
My commission expires: 5/3/24

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**

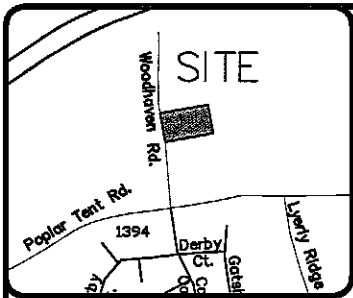
I, _____, a Notary Public of the aforesaid County and State, do hereby certify that Kim J. Deason personally appeared before me this day and acknowledged that she is the City Clerk of the City of Concord and that by authority duly given and as the act of the municipal corporation, the foregoing STORMWATER 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 _____, 2025.

Notary Public
My commission expires: _____

EXHIBIT 'A'

EXHIBIT SURVEY



VICINITY MAP
NOT TO SCALE

LEGEND

- EIP (AS DESCRIBED)
- ⊗ NPS (NO POINT SET)
- SUBJECT BOUNDARY LINE (BY DEED OR PLAT)
- BOUNDARY LINE (BY DEED OR PLAT)
- RIGHT-OF-WAY LINE
- TIE LINE
- PCEE --- SCM AND MAINTENANCE EASEMENT LINE

REFERENCES:

1. ALL DEEDS AND MAPS SHOWN HEREON.
2. CABARRUS COUNTY ON-LINE G.I.S. TAX MAP.
3. NORTH CAROLINA FLOOD RISK INFORMATION (F.I.R.M.).
4. ZONING DISTRICTS DERIVED FROM CABARRUS COUNTY ON-LINE G.I.S. TAX MAP.
5. RECORDED MAP TITLED "RECOMBINATION/EXEMPT SURVEY OF: 497 & 529 WOODHAVEN PLACE NW", BY CESI, DATED MARCH 15, 2024, RECORDED IN CABARRUS COUNTY REGISTRY MB. 100, PG. 16.
6. CIVIL PLAN TITLED "FIVE STAR RACE CAR BODIES", BY THE ISAACS GROUP, DATED JUNE 26, 2024.

NOTES:

1. TRAVERSE ADJUSTED BY LEAST SQUARES ADJUSTMENT METHOD. RAW CLOSURE = 1:11,291
2. AREA COMPUTED BY COORDINATE COMPUTATIONS.
3. ALL DISTANCES ARE HORIZONTAL GROUND DISTANCES UNLESS OTHERWISE NOTED.
4. FLOODPLAIN DATA DERIVED FROM F.I.R.M. MAP NUMBER: 3710489000K, EFFECTIVE DATE, NOVEMBER 16, 2018. ZONE X = AREA DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.
5. NC GRID ~ NAD 83 (2011), EPOCH 2010.00 POSITION; BASIS OF BEARING DERIVED FROM NCGS NETWORK RTK ON MAY 15, 2023 - MAY 23, 2023. (HORIZONTAL POSITIONAL ACCURACY = 0.04', VERTICAL POSITIONAL ACCURACY = 0.06' NAVD 88) PROJECT LOCALIZED HOLDING TRAVERSE POINT #1000 (N = 606,875.95', E = 1,497,179.37', ELEV. = 707.48') AND USING COMBINED GRID FACTOR OF 0.999847156. UNIT OF MEASUREMENT IS U.S. SURVEY FEET.
6. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF A TITLE REPORT.
7. THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING NORTH CAROLINA (21 NCAC 58.1600).
8. THIS MAP DOES NOT CONFORM TO WITH G.S. 47-30 AS AMENDED.

FIVE STAR INVESTMENTS V LLC
PIN: 4690-77-4082
DB: 16723, PG: 122
MB. 100, PG. 16
ZONED: I-1

BEARING OF BASIS
NC GRID ~ NAD 83 (2011)
EPOCH 2010.00

STORMWATER CONTROL
MEASURE ACCESS AND
MAINTENANCE EASEMENT
0.807 ACRES
(35,170 SQ FT)

WOODHAVEN PLACE NW
60' RIGHT-OF-WAY
DB. 2199, PG. 208

THE STATION AT POPLAR
TENT NR, LLC
PIN: 4690-67-6267
DB. 16456, PG. 222
ZONED: MX-IB

POINT OF LOCALIZATION
NC GRID ~ NAD 83 (2011)
POINT # 1000
N = 606,872.95'
E = 1,497,179.37'
C.G.F. = 0.999847156

N = 606,791.41'
E = 1,497,180.82'

PLAT CERTIFICATION

I, NICHOLAS C MANSER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN REFERENCES AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:11,291; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 58.1600); AND THAT:

- ☒ D. THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SURVEYING.
- WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 22ND DAY OF APRIL, 2025 A.D.

Nicholas C Manser

PROFESSIONAL LAND SURVEYOR

LICENSE NO. L-5459

EXHIBIT SURVEY

PROPERTY OF: **FIVE STAR INVESTMENTS V LLC**
NUMBER 2 TOWNSHIP, CABARRUS CO., NC
ADDRESS: 497 WOODHAVEN PL NW, CONCORD, NC

PLAT RECORDED IN MB. 100, PG. 16, DEED RECORDED IN DB. 16723, PG. 122
FOR CLIENT: **FIVE STAR FABRICATING, INC.**

SCALE: 1 IN. = 60 FT. DATE: APRIL 22, 2025



CIVIL - GEOTECHNICAL - SURVEYING
N.C. FIRM LICENSE NO. C-0263
45 SPRING STREET SW CONCORD (704) 786-5404
CONCORD, NC 28025
ACAD FILE: 250262-Exhibit.DWG

EXHIBIT 'B'

SAND FILTER INSPECTION AND MAINTENANCE PLAN



Sand Filter Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.

The sand filter will be inspected **quarterly and within 24 hours after every storm event greater than 1.0 inches**. Records of inspection and maintenance will be kept in a known set location and will be available upon request.

Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The adjacent pavement (if applicable)	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
The perimeter of the sand filter	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
The flow diversion structure	The structure is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.

The pretreatment area	Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If a pesticide is used, wipe it on the plants rather than spraying.

SCM element:	Potential problem:	How I will remediate the problem:
The filter bed and underdrain collection system	Water is ponding on the surface for more than 24 hours after a storm.	Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert.
The outflow spillway and pipe	Shrubs or trees have started to grow on the embankment.	Remove shrubs and trees immediately.
	The outflow pipe is clogged.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	The outflow pipe is damaged.	Repair or replace the pipe.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.

Periodic Inspection
SCM Maintenance and Inspection Check List



Sand Filter

Project Name: Five Star Race Car Bodies
 Project Address: 497 Woodhaven Place NW, Concord, NC 28027
 SCM Name and Location: Sand Filter BMP #1
 Inspection Date: _____
 Date Last Inspected: _____

Maintenance Item	Satisfactory	Unsatisfactory	Comments/Actions Required
Clear of trash and debris	<input type="checkbox"/>	<input type="checkbox"/>	
Unwanted vegetation	<input type="checkbox"/>	<input type="checkbox"/>	
Evidence of soil erosion	<input type="checkbox"/>	<input type="checkbox"/>	
Is sand visible?	<input type="checkbox"/>	<input type="checkbox"/>	
All grates and inlets clear	<input type="checkbox"/>	<input type="checkbox"/>	
Is there standing water?	<input type="checkbox"/>	<input type="checkbox"/>	
Evidence of odors	<input type="checkbox"/>	<input type="checkbox"/>	
Rainfall Event Data			
Date:	Amount:	Date:	Amount:
Date:	Amount:	Date:	Amount:
Date:	Amount:	Date:	Amount:
Miscellaneous: _____			

Additional Comments:

Inspector Name: ____
 Inspector Email Address: _____
 Inspector Phone Number: ____
 Inspector Address: ____

Inspectors Signature

Date

[Note: The NCDENR Stormwater SCM Manual states that all SCMs require inspection quarterly and within 24 hours after every water quality storm (greater than 1.0 inch) to prevent any problems with flow or vegetative health before they become serious. All inspections should be recorded using this form. Please note that you are required to keep these records available and they are subject to be reviewed by local, state and federal agencies.]

NORTH CAROLINA
CABARRUS COUNTY

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

THIS STORMWATER CONTROL MEASURE (SCM), ACCESS EASEMENT AND MAINTENANCE AGREEMENT ("Agreement"), made this _____ day of _____, 2025, by Concord Retail Investment Group, LLC, a North Carolina limited liability company, whose principal address is 2400 South Boulevard, Suite 300, Charlotte, NC 28203 (hereinafter "Grantor-CONCORD") and Dependable Development, Inc., a North Carolina corporation, whose principal address is 2649 Brekonridge Centre Drive, Suite #104, Monroe, NC 28110 (hereinafter "Grantor-DEPENDABLE") (and collectively referred to as "Grantors"), with, to, and for the benefit of the City of Concord, a municipal corporation of the State of North Carolina, whose address is P.O. Box 308, Concord North Carolina 28026-0308, (hereinafter "Grantee" or "City").

W I T N E S S E T H:

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

WHEREAS, Grantor-CONCORD 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: 535 Concord Pkwy N., Concord, NC, Cabarrus County Property Identification Number (PIN): 5610-88-8892. It being the land conveyed to Grantor-CONCORD by deed recorded in Book and Page 13537/227 in the Office of the Register of Deeds for Cabarrus County; and

WHEREAS, Grantor-DEPENDABLE 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: 205 Cliffwood St. NW, Concord, NC, Cabarrus County Property Identification Number (PIN): 5610-88-4503. It being the land conveyed to Grantor-DEPENDABLE by deed recorded in Book and Page 16575/269 in the Office of the Register of Deeds for Cabarrus County, hereinafter collectively called the "Property"; and

WHEREAS, Grantors desire 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 Sand Filter, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure” or “SCM”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

WHEREAS, this Agreement and the 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, Grantors have 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 Grantors may derive there from, the receipt and sufficiency of which is hereby acknowledged, Grantors hereby dedicate, bargain, grant and convey unto Grantee, and its successors and assigns, a perpetual, and irrevocable right and non-exclusive easement in gross (of the nature and character and to the extent hereinafter set forth) in, on, over, under, through and across those portions of the Property shown on the attached **Exhibit “A” titled “Easement Survey Property of Concord Retail Investment Group, LLC” and labeled “Storm Control Measure Access and Maintenance Easement 0.005 Acres (238 SF)”** **Exhibit “B” titled “Easement Survey Property of Dependable Development, Inc.” and labeled “Storm Control Measure Access and Maintenance Easement 0.439 Acres (19.135 SF)”** 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 “Easement Survey Property of Concord Retail Investment Group, LLC” and labeled “Storm Control Measure Access and Maintenance Easement 0.005 Acres (238 SF)”** **Exhibit “B” titled “Easement Survey Property of Dependable Development, Inc.” and labeled “Storm Control Measure Access and Maintenance Easement 0.439 Acres (19.135 SF)”** and access from Cliffwood Street 40’ Public Right-of-way, 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 Sand Filter Inspection and Maintenance Plan attached as **Exhibit “C”** and (iv) as provided in the North Carolina Department of Environmental Quality (DEQ) Stormwater Design Manual (the “NCDEQ Manual”), all of which are incorporated herein by reference as if set forth in their entireties below. Grantor agrees to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by the CCDO Section 4.4.6.B.1 are incorporated herein by reference, and Grantors agree to abide by said provisions. Grantors further agree that Grantors shall perform the following, all at their 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 “C”**, the Sand Filter Inspection and Maintenance Plan.

2. Upon completion of the construction of the SCM, Grantors’ 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.

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

3. Grantors represent and warrant that Grantors are financially responsible for construction, maintenance, repair and replacement of the SCM, its 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 Plan and as provided in the NCDEQ Manual. Grantors and any subsequent transferee of Grantors 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. Grantors and any subsequent transferee of Grantors 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 Grantors to any transferee acquiring the Property 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 Plan, 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 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. Grantors 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. Grantors 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. 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 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 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 hereinabove described is subject to the following exceptions:

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated _____, 2025 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 Grantors do covenant that Grantors are seized of said premises in fee and has the right to convey the same, that except as set forth below the same are free from encumbrances and that 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 _____, 2025 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.

[SIGNATURES APPEAR ON NEXT PAGE]

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

GRANTOR-CONCORD:

Concord Retail Investment Group, LLC, a
North Carolina limited liability company
By: MPV Concord Retail, LLC, its manager,
By: MPV Properties, LLC, its manager,

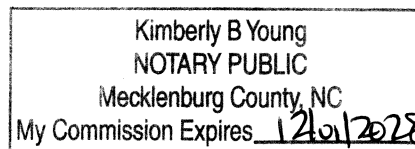
By: [Signature]
Name: Chris Skvoretz
Title: Manager

STATE OF North Carolina
COUNTY OF Mecklenburg

I, Kimberly B Young, a Notary Public of the aforesaid County and State, do hereby certify that Chris Skvoretz personally appeared before me this day and acknowledged that he/she is the Manager/Member of Concord Retail Investment Group, LLC, a North Carolina limited liability company, and that he being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 22 day of April, 2025

[Signature]
Notary Public
My commission expires: 12/01/2028



GRANTOR-DEPENDABLE:

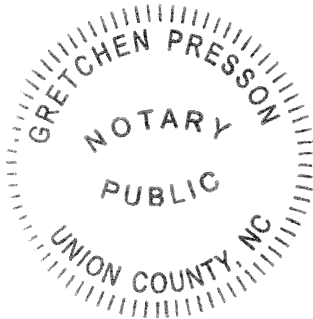
Dependable Development, Inc., a
North Carolina company

By: [Signature]
Name: Johnathan McCall
Title: manager

STATE OF North Carolina
COUNTY OF Union

I, Gretchen Presson, a Notary Public of the aforesaid County and State, do hereby certify that Johnathan McCall personally appeared before me this day and acknowledged that he/she is the manager of Dependable Development, Inc., a North Carolina company, and that he being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and Notarial Seal this the 26 day of march, 2025



[Signature]
Notary Public
My commission expires: 3-29-2025

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 _____, 2025.

Notary Public
My commission expires: _____



Sand Filter Inspection and Maintenance Plan

Grantor agrees to keep a maintenance record on this SCM. This maintenance record will be kept in a log in a known set location. Any deficient SCM elements noted in the inspection will be corrected, repaired or replaced immediately. These deficiencies can affect the integrity of structures, safety of the public, and the removal efficiency of the SCM.

Important maintenance procedures:

- The drainage area will be carefully managed to reduce the sediment load to the sand filter.
- Once a year, sand media will be skimmed.
- The sand filter media will be replaced whenever it fails to function properly after vacuuming.

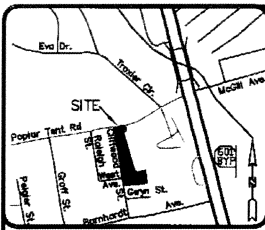
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Inspection activities shall be performed as follows. Any problems that are found shall be repaired immediately.

SCM element:	Potential problem:	How I will remediate the problem:
The entire SCM	Trash/debris is present.	Remove the trash/debris.
The adjacent pavement (if applicable)	Sediment is present on the pavement surface.	Sweep or vacuum the sediment as soon as possible.
The perimeter of the sand filter	Areas of bare soil and/or erosive gullies have formed.	Regrade the soil if necessary to remove the gully, and then plant a ground cover and water until it is established. Provide lime and a one-time fertilizer application.
	Vegetation is too short or too long.	Maintain vegetation at a height of approximately six inches.
The flow diversion structure	The structure is clogged.	Unclog the conveyance and dispose of any sediment off-site.
	The structure is damaged.	Make any necessary repairs or replace if damage is too large for repair.

The pretreatment area	Sediment has accumulated to a depth of greater than six inches.	Search for the source of the sediment and remedy the problem if possible. Remove the sediment and dispose of it in a location where it will not cause impacts to streams or the SCM.
	Erosion has occurred.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	Weeds are present.	Remove the weeds, preferably by hand. If a pesticide is used, wipe it on the plants rather than spraying.

SCM element:	Potential problem:	How I will remediate the problem:
The filter bed and underdrain collection system	Water is ponding on the surface for more than 24 hours after a storm.	Check to see if the collector system is clogged and flush if necessary. If water still ponds, remove the top few inches of filter bed media and replace. If water still ponds, then consult an expert.
The outflow spillway and pipe	Shrubs or trees have started to grow on the embankment.	Remove shrubs and trees immediately.
	The outflow pipe is clogged.	Provide additional erosion protection such as reinforced turf matting or riprap if needed to prevent future erosion problems.
	The outflow pipe is damaged.	Repair or replace the pipe.
The receiving water	Erosion or other signs of damage have occurred at the outlet.	Contact Stormwater Services at 704-920-5360.



VICINITY MAP
NOT TO SCALE

NOTES:

1. TRAVERSE ADJUSTED BY LEAST SQUARES ADJUSTMENT METHOD; RAW ERROR OF CLOSURE IS 1:26,000.
2. AREA COMPUTED BY COORDINATE COMPUTATIONS.
3. NC GRID NAD 83 (2011) EPOCH 2010.00 BASIS OF BEARING AND NAVD 88 ELEVATIONS DERIVED FROM NCGS NETWORK RTK BETWEEN AUGUST 23, 2021 AND AUGUST 24, 2021 (HORIZONTAL POSITIONAL ACCURACY = 0.07'; VERTICAL ACCURACY = 0.09') USING GEOID MODEL GEOID18. PROJECT LOCALIZED HOLDING NGS MONUMENT "CENTRAL" (N=613,942.99', E=1,518,921.21' ELEV=680.38'), AND USING A COMBINED GRID FACTOR OF 0.99987721. UNITS ARE US SURVEY FEET.
4. SUBJECT PROPERTY LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN) AS PER F.L.R.M. MAP NUMBER 3710561000K, EFFECTIVE DATE 11-16-2018.

LEGEND

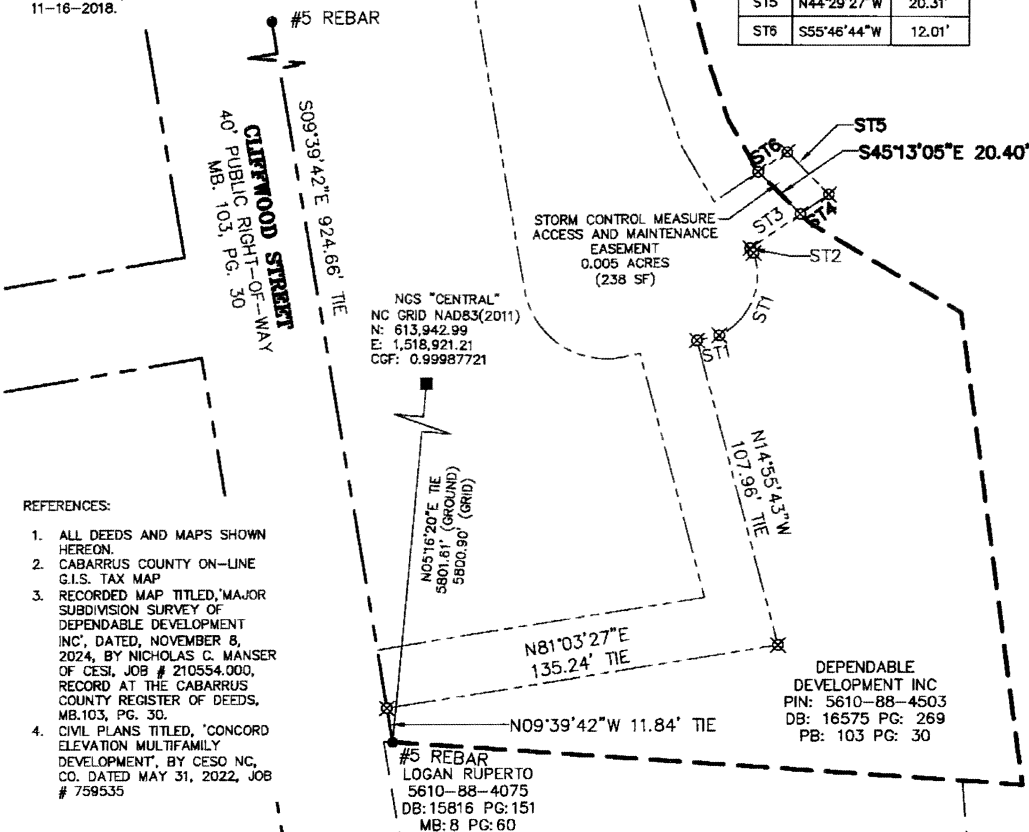
- CMF (CONC. MON. FOUND)
- EIP (AS DESCRIBED)
- SIP (#5 REBAR)
- ⊗ NPS (NO POINT SET)
- BOUNDARY LINE (AS SURVEYED)
- - - BOUNDARY LINE (BY DEED OR PLAT)
- · - · - RIGHT-OF-WAY LINE
- - - EASEMENT LINE
- TIE LINE

BASIS OF BEARING
N.C. GRID ~ NAD 83 (2011)
N.C. EPOCH 2010.00

CONCORD RETAIL INVESTMENT
GROUP, LLC
DB: 13537 PG: 227
5610-88-8892
LOT 1

CURVE TABLE				
CURVE	LENGTH	RADIUS	BEARING	CHORD
ST1	33.57'	22.77'	N22°09'19"E	30.61'

LINE TABLE		
LINE	BEARING	DISTANCE
ST1	N77°20'36"E	7.78'
ST2	N34°14'50"W	1.96'
ST3	N55°36'22"E	20.74'
ST4	N55°36'22"E	11.74'
ST5	N44°29'27"W	20.31'
ST6	S55°46'44"W	12.01'



REFERENCES:

1. ALL DEEDS AND MAPS SHOWN HEREON.
2. CABARRUS COUNTY ON-LINE G.I.S. TAX MAP
3. RECORDED MAP TITLED, "MAJOR SUBDIVISION SURVEY OF DEPENDABLE DEVELOPMENT INC", DATED, NOVEMBER 8, 2024, BY NICHOLAS C. MANSER OF CESI, JOB # 210554.000, RECORD AT THE CABARRUS COUNTY REGISTER OF DEEDS, MB.103, PG. 30.
4. CIVIL PLANS TITLED, "CONCORD ELEVATION MULTIFAMILY DEVELOPMENT", BY CESI NC, CO. DATED MAY 31, 2022, JOB # 759535

REVISION 2/24/25: CHANGED PIN NUMBER 4/4

PLAT CERTIFICATION

I, NICHOLAS C. MANSER, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN REFERENCES AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS SHOWN HEREON; THAT THE RATIO OF PRECISION, AS CALCULATED IS 1:26,000; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600); AND THAT:

☒ D. THE SURVEY IS OF ANOTHER CATEGORY, SUCH AS THE RECOMBINATION OF EXISTING PARCELS, A COURT-ORDERED SURVEY, OR OTHER EXCEPTION TO THE DEFINITION OF SUBDIVISION;

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL, THIS 24TH DAY OF FEBRUARY, 2025 A.D.

Nicholas C. Manser
NICHOLAS C. MANSER

PROFESSIONAL LAND SURVEYOR

LICENSE NO. L-5459

EASEMENT SURVEY

PROPERTY OF CONCORD RETAIL INVESTMENT GROUP LLC

NUMBER 2 TOWNSHIP CABARRUS CO., NC
ADDRESS: 535 CONCORD PKWY N CONCORD, NC
LOT X BLOCK X

PLAT RECORDED IN MB. X, PG. X, DEED RECORDED IN DB. 13537, PG. 227

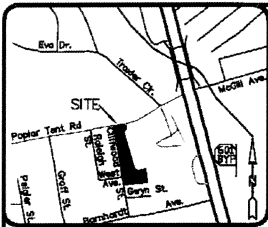
FOR CLIENT: TRUE HOMES, LLC

SCALE: 1 IN. = 50 FT. DATE: DECEMBER 31, 20 24

REVISION DATE: FEBRUARY 24, 20 25



CIVIL - GEOTECHNICAL - SURVEYING
N.C. FIRM LICENSE NO. C-0663
45 SPRING STREET SW CONCORD 7040 786-5404
CONCORD, NC 28025 ACAD FILE: 230340-SHC.DWG



VICINITY MAP
NOT TO SCALE

LEGEND

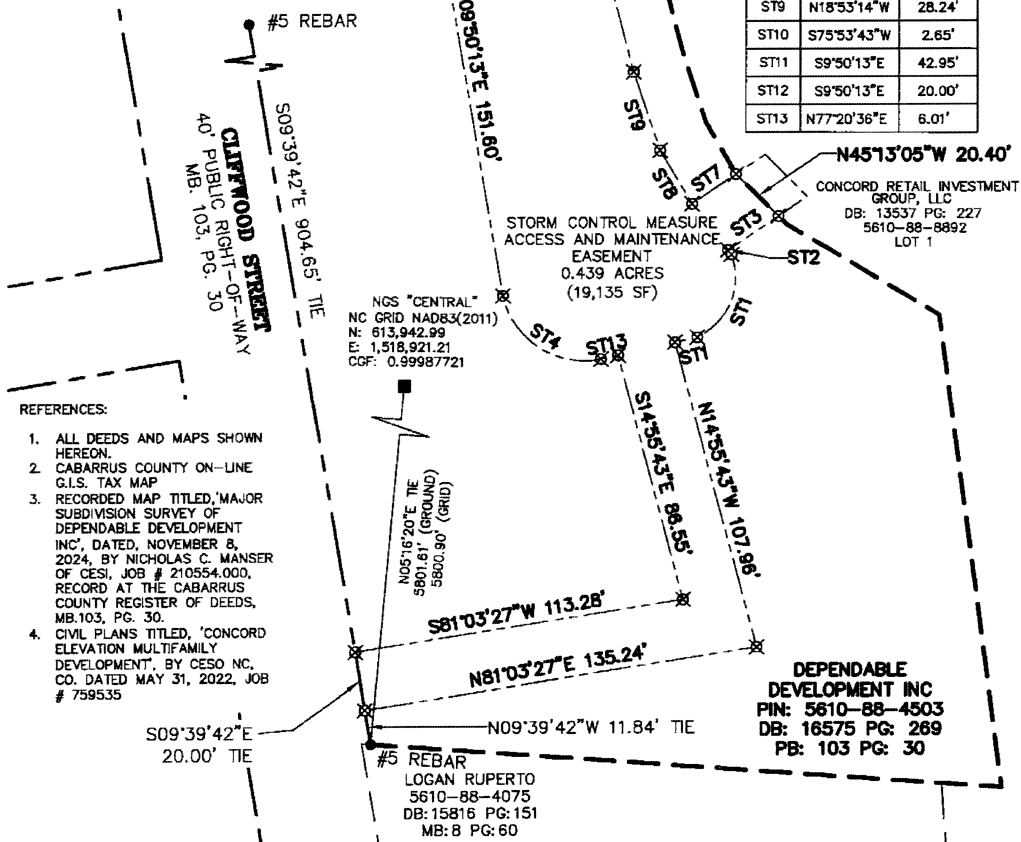
- CMF (CONC. MON. FOUND)
- EIP (AS DESCRIBED)
- SIP (#5 REBAR)
- NPS (NO POINT SET)
- BOUNDARY LINE (AS SURVEYED)
- BOUNDARY LINE (BY DEED OR PLAT)
- RIGHT-OF-WAY LINE
- EASEMENT LINE
- TIE LINE

BASIS OF BEARING
N.C. GRID ~ NAD 83 (2011)
N.C. EPOCH 2010.00

- NOTES:
- TRAVERSE ADJUSTED BY LEAST SQUARES ADJUSTMENT METHOD; RAW ERROR OF CLOSURE IS 1:26,000.
 - AREA COMPUTED BY COORDINATE COMPUTATIONS.
 - NC GRID NAD 83 (2011) EPOCH 2010.00 BASIS OF BEARING AND NAVD 88 ELEVATIONS DERIVED FROM NCGS NETWORK RTK BETWEEN AUGUST 23, 2021 AND AUGUST 24, 2021 (HORIZONTAL POSITIONAL ACCURACY = 0.07'; VERTICAL ACCURACY = 0.09') USING GEOID MODEL GEOID18. PROJECT LOCALIZED HOLDING NGS MONUMENT "CENTRAL" (N=613,942.99', E=1,518,921.21' ELEV=680.38'), AND USING A COMBINED GRID FACTOR OF 0.99987721. UNITS ARE US SURVEY FEET.
 - SUBJECT PROPERTY LOCATED IN ZONE X (AREAS DETERMINED TO BE OUTSIDE 0.2% ANNUAL CHANCE FLOODPLAIN) AS PER F.I.R.M. MAP NUMBER 3710561000K, EFFECTIVE DATE 11-16-2018.

CURVE TABLE			
CURVE	LENGTH	RADIUS	BEARING
ST1	33.57'	22.77'	N22°09'19"E
ST2	18.41'	12.58'	N49°27'47"W
ST3	20.36'	14.11'	S24°15'04"W
ST4	44.34'	28.42'	S56°53'32"E

LINE TABLE		
LINE	BEARING	DISTANCE
ST1	N77°20'36"E	7.78'
ST2	N34°14'50"W	1.96'
ST3	N55°38'22"E	20.74'
ST7	S55°46'44"W	18.07'
ST8	N31°00'04"W	21.30'
ST9	N18°53'14"W	28.24'
ST10	S75°53'43"W	2.65'
ST11	S9°50'13"E	42.95'
ST12	S9°50'13"E	20.00'
ST13	N77°20'36"E	6.01'



REFERENCES:

- ALL DEEDS AND MAPS SHOWN HEREON.
- CABARRUS COUNTY ON-LINE G.I.S. TAX MAP
- RECORDED MAP TITLED, 'MAJOR SUBDIVISION SURVEY OF DEPENDABLE DEVELOPMENT INC', DATED, NOVEMBER 8, 2024, BY NICHOLAS C. MANSEY OF CESI, JOB # 210554.000, RECORD AT THE CABARRUS COUNTY REGISTER OF DEEDS, MB.103, PG. 30.
- CIVIL PLANS TITLED, 'CONCORD ELEVATION MULTIFAMILY DEVELOPMENT', BY CESO NC, CO. DATED MAY 31, 2022, JOB # 759535

PLAT CERTIFICATION

I, NICHOLAS C. MANSEY, CERTIFY THAT THIS PLAT WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION (DEED DESCRIPTIONS RECORDED IN REFERENCES AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE CLEARLY INDICATED AS DRAWN FROM INFORMATION AS SHOWN HEREON; THAT THE RATIO OF PRECISION AS CALCULATED IS 1:26,000; THAT THIS MAP MEETS THE REQUIREMENTS OF THE STANDARDS OF PRACTICE FOR LAND SURVEYING IN NORTH CAROLINA (21 NCAC 56.1600); AND THAT:

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WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS 24TH DAY OF FEBRUARY, 2025 A.D.

Nicholas C. Manser
PROFESSIONAL LAND SURVEYOR

LICENSE NO. L-5459

REVISION 2/24/25: CHANGED PIN NUMBER *N/A*

EASEMENT SURVEY

PROPERTY OF **DEPENDABLE DEVELOPMENT INC**

NUMBER 2 TOWNSHIP **CABARRUS** CO., NC

ADDRESS: **205 CLIFFWOOD ST. NW**, **CONCORD**, NC

LOT **X**, BLOCK **X**, X

PLAT RECORDED IN MB. **103**, PG. **30**, DEED RECORDED IN DB. **16575**, PG. **269**

FOR CLIENT: **TRUE HOMES, LLC**

SCALE: 1 IN. = **50** FT. DATE: **DECEMBER 31**, 20 **24**

REVISION DATE: **FEBRUARY 24**, 20 **25**



CIVIL - GEOTECHNICAL - SURVEYING
N.C. FIRM LICENSE NO. C-02653
45 SPRING STREET SW CONCORD (704) 786-5404
CONCORD, NC 28025
ACAD FILE: 230340-TMP.DWG



Odell Eagles Football

Jason@OdellEagles.com
(704) 654-7176

Potential corporate sponsor,

April 6th, 2025

I hope this letter finds you well. My name is Jason Brown, and I proudly serve as the Football Commissioner for the Odell Eagles Pop Warner Football Program, part of Odell Recreation, a 501(c)(3) nonprofit organization based in Concord, North Carolina.

Our mission is to provide all children in Cabarrus County with a fun, safe, and competitive opportunity to engage in youth sports. We take great pride in being recognized as one of the top youth football programs in the Charlotte Metro area. In 2024, we sent two football teams and three cheer squads to the Pop Warner National Championships—bringing home a national championship in both football and cheer. These accomplishments are a testament to the dedication of our athletes, coaches, and families.

While we're proud of our success, running a high-quality youth football program comes with significant costs—from uniforms and safety equipment to field maintenance and travel expenses. To keep our program affordable and accessible to all families, we're asking for your support.

We're seeking corporate and small business sponsors to help us prepare for the upcoming season. In return for your generosity, we offer the following promotional opportunities:

- All sponsors will receive recognition on our social media platforms, website, and during home games.
- Sponsors who contribute \$1,000 or more will also have their business featured on field signage throughout the season, visible to hundreds of families each week.

We suggest sponsorship levels of:

- \$500 – Bronze Sponsor
- \$1,000 – Silver Sponsor
- \$2,500 – Gold Sponsor
- \$5,000 – Platinum Sponsor

If you're interested in becoming a sponsor, please make checks payable to Odell Eagles Football and mail to: 1573 Edenton St. NW, Concord, NC 28027

We kindly ask that all sponsorships be received by June 1, 2025, to ensure we can prepare for the season ahead. If you have any questions or would like to discuss sponsorship opportunities further, please don't hesitate to contact me directly at (704) 654-7176 or jason@odellrec.com.

Thank you for considering this opportunity to support youth sports in our community. With your help, we can continue building champions—on and off the field.

Jason Brown
Football Commissioner
Odell Eagles

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	6,087,330	6,088,330	1,000
Total				<u>1,000</u>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	19,385	20,385	1,000
Total				<u>1,000</u>

Reason: To appropriate Mayor Golf Tournament reserves for a donation to the Odell Eagles Pop Warner Football Program to be used for their sponsorship fundraising.

Adopted this 8th day of May 2025.

CITY COUNCIL
CITY OF CONCORD
NORTH CAROLINA

William C. Dusch, Mayor

ATTEST: _____
Kim Deason, City Clerk

VaLerie Kolczynski, City Attorney



February 4, 2025

Mayor Dusch,

Thank you for the opportunity to request support from funds raised at the Mayor's Golf Tournament to extend Cabarrus Arts Council's work in the community. After several years of community requests, we will be piloting 2 summer camps in June 2025 to serve the youth of Concord and the broader Cabarrus region.

In our Strategic Planning conversations, Program Advisory Council meetings, and community surveys, the request for more summer arts enrichment activities continues to surface. As a result, we will be piloting 2 new summer arts camps: Material Exploration focuses on visual arts (June 9-13 in CAC Galleries, open to 15 students) and Choir Camp for Young Voices focuses on vocal technique, movement and musicality (June 23-27 at First Presbyterian Church, open to 60 students). Both camps will be led by experienced teaching artists and supported by CAC staff and volunteers.

We kindly request \$2500 to provide child safety training to the staff and volunteers who will support the summer camps and to provide registration scholarships for 12 Concord youth. We will work with our partners at Boys and Girls Club of Cabarrus, El Puente Hispano, and Logan Recreation Center to identify students with a strong interest in the arts and family financial need so that cost is not a barrier to participation. We anticipate at least 75% of participants will be residents of Concord.

Please let me know if you require any further details as you consider our request, and thank you for the on-going partnership to find creative solutions to building community in Concord.

With gratitude,

A handwritten signature in blue ink that reads 'Liz Fitzgerald'.

Liz Fitzgerald
Executive Director
Cabarrus Arts Council
liz@cabarrusartscouncil.org
704-920-ARTS (2787)

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

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Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Appropriated	6,088,330	6,090,830	2,500
Total				<u>2,500</u>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	20,385	22,885	<u>2,500</u>
Total				<u>2,500</u>

Reason: To appropriate Mayor Golf Tournament reserves for a donation to the Cabarrus Arts Council for support of the new arts summer camps in June 2025.

Adopted this 8th day of May 2025.

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

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
610-4353100	Insurance Reimbursement	3,590	35,322	31,732
	Total			31732

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
7240-5244000	Materials	9,237,728	9,269,460	31,732
	Total			31,732

Reason: To appropriate insurance reimbursements for the third quarter of FY25.

Adopted this 8th day of May, 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>		
		Current Budget	Amended Budget	(Decrease) Increase
100-4353100	Insurance Reimbursement	288,249	338,911	110,662
	Total			110,662

<u>Expenses/Expenditures</u>				
Account	Title	Current Budget	Amended Budget	(Decrease) Increase
4550-5362000	Accident Repairs	125,560	148,111	22,551
4340-5430000	Equipment Rental	4,119	29,119	25,000
4510-5440000	Maintenance Contracts	140,400	147,000	6,600
4513-5299000	Supplies-Departmental	308,133	310,438	2,305
4330-5299000	Supplies-Departmental	10,360	11,119	759
4320-5299000	Supplies-Departmental	17,265	70,712	53,447
	Total			110,662

Reason: To appropriate insurance reimbursements for the third quarter of FY25.

Adopted this 8th day of May, 2025.

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

January 1- March 31, 2025

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 **January 1- March 31, 2025**, are as follows:

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

The **Developer** initiated **PUBLIC** water distribution system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 909 linear feet of 16-inch water main, 4,100 linear feet of 12-inch water main, 8,973 linear feet of 8-inch water main, 760 linear feet of 6-inch water main, 888 linear feet of 2-inch water main, with valves, hydrants and other appurtenances to serve a welding shop and office with laydown yard, an Industrial pre-cast concrete manufacturing plant with storage area and office, 12 garages, 18 industrial warehouse units, 19 Townhome units, 93 Single Family Homes, and an existing school facility, with an average water demand of 133,222 GPD, of treated water from the City of Concord's existing potable water distribution system.

SEWER – The City of Concord initiated wastewater collection system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 513 linear feet of 8-inch sanitary sewer, and with manholes and other appurtenances to serve 6 single family lots and infrastructure for future development off George W. Liles Pkwy with zero increase to the existing wastewater discharge.

The **Developer** initiated **PUBLIC** wastewater collection system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 15,029 linear feet of 8-inch sanitary sewer, manholes and other appurtenances to serve 19 Townhome units, 12 garages, 93 Single Family Homes, 18 industrial warehouse units, and an existing school facility, with a total average wastewater discharge of 122,911 GPD.

**Attributes associated with the reissued permits that have been previously permitted, including the asset linear footage, water demand and wastewater flow totals are excluded in the quantities for the modified permits. Private Water and Wastewater flow totals are also excluded in the total 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 the **1st of January to the 31st of March 2025**:

Water Distribution System Extensions: January 1- March 31, 2025

Date Issued: January 17, 2025
Project Title: **PPI Office and Welding**
Project #: 2024-061 & Accela PRS2024-01823
Developer: PPI Office and Welding
Randy Humphrey, Owner
18636 Starcreek Drive, Cornelius, NC 28031
Cornelius, NC 28031
P) 704-281-8472
Email) rho93@aol.com

Description: Construction of approximately 47 linear feet of 6-inch water lines with 1 in-line valve, 1 hydrant, and other appurtenances, to provide potable water to serve a welding shop and office with laydown yard located off of Zane Rd with an average Industrial water demand of 212 GPD.

Date Issued: January 17, 2025
Project Title: **Performance Precast**
Project #: 2024-066 & Accela PRS2024-01709
Developer: Performance Precast
Randy Humphrey, Owner
18636 Starcreek Drive, Cornelius, NC 28031
Cornelius, NC 28031
P) 704-281-8472
Email) rho93@aol.com

Description: Construction of approximately 31 linear feet of 8-inch water line and other appurtenances to provide potable water to serve an Industrial pre-cast concrete manufacturing plant with storage area and office located off of Zane Rd. in Midland, with an average Industrial water demand of 750 GPD.

Date Issued: January 29, 2025
Project Title: **Skybrook Corners-Additional lots* Mod 2**
Project #: **2021-064 & Accela PRS2021-01595**
Developer: Skybrook, LLC
Brian Pace, Manager
6719-C Fairview Rd.
Charlotte, NC 28210
P) 704-365-1208
Email) bpac@pacedevelop.com

Description: Permit Modification for additional water demand, to serve an additional 5 3-bedroom townhome units located off of Ambercrest Ct, Southwest corner of Huntersville-Concord Rd and Poplar Tent Rd, with a domestic average domestic water demand of 2,000 GPD. *Authorization to Construct Modification 1 has been previously certified.*

Date Issued: January 29, 2025
Project Title: **Skybrook Corners Expansion**
Project #: 2021-064A
Developer: Skybrook, LLC
Brian Pace, Manager
6719-C Fairview Rd.
Charlotte, NC 28210
P) 704-365-1208
Email) bp@pacedevelop.com
Description: Construction of approximately 212 linear feet of 2-inch water lines with 2 in-line valves, 99 linear feet of 8-inch water lines, 1 hydrant, and other appurtenances to provide potable water, to serve 14 townhome units, located off of Ambercrest, with an average Domestic water demand of 5,600 GPD.

Date Issued: February 10, 2025
Project Title: **Ten-Tenths- Phase 0**
Project #: 2024-052 & Accela PRS2024-01760
Developer: Charlotte Motor Speedway, LLC
Steve Swift, Sr. VP of Operations
P.O. Box 600
Concord, NC 28206
P) 704-455-3207
Email) ss@speedwaymotorsports.com
Description: Construction of approximately consisting of approximately 445 linear feet of 16-inch water lines with 6 in-line valves, 9 linear feet of 12-inch water lines with 1 in-line valves, 76 linear feet of 8-inch water lines with 2 in-line valves, 1 hydrant, and other appurtenances, to serve 12 garages located off of Morehead Rd, with an average commercial water demand of 720 GPD.

Date Issued: February 11, 2025
Project Title: **Holly Grove Subdivision* Mod 1 Permit Extension**
Project #: 2021-052 & Accela PRS2021-02142
Developer: Holly Grove Development Partners, LLC
David Hughes, Manager
P.O. Box 3965
Mooresville, NC 28117
P) 980-500-1240
Email) dh@nestcommunities.com
Description: Construction of approximately 3,070 linear feet of 6-inch water lines with 14 in-line valves, 216 linear feet of 2-inch water lines with 4 in-line valves, 4 hydrants, and other appurtenances to provide potable water to serve 4 office buildings and 127 Townhomes located off of HWY 29/Concord Pkwy S, with a domestic and commercial water demand of 54,832 GPD.

Date Issued: February 21, 2025
Project Title: **Annsborough Park Estates**
Project #: 2024-060 & Accela PRS2024-01683
Developer: Sherwood Development Group
Justin Mueller, Managing Member
51 Union Street South, Ste. 100
Concord, NC 28025
P) 704-578-5688
Email) mueller.justin@gmail.com

Description: Construction of approximately 2,085 linear feet of 12-inch water lines with 7 in-line valves, 5,236 linear feet of 8-inch water lines with 19 in-line valves, 713 linear feet of 6-inch water lines with 3 in-line valves, 676 linear feet of 2-inch water lines with 4 in-line valves, 15 hydrants and other appurtenances, to serve 93 units Single Family Homes (34 5-bedrooms and 59 6-bedrooms), located off of Odell School Road, with an average domestic water demand of 37,200 GPD.

Date Issued: February 28, 2025
Project Title: **Concord Commerce Park P1**
Project #: 2024-025 & Accela PRS2024-01555
Developer: Concord Commerce Park LLC
John Harris Morrison III, Managing Member
805 Trade Street NW, Suite 101
Concord, NC 28027
P) 704-953-5924
Email) harris@fortiuscapitalpartners.com

Description: Construction of approximately 464 linear feet of 16-inch water lines, 2,006 linear feet of 12-inch water lines with 7 in-line valves, 1,401 linear feet of 8-inch water lines with 4 in-line valves, 6 hydrants, and other appurtenances to provide potable water to serve 12 unit industrial warehouse located off of SW corner of Concord Pkwy S, with an Industrial water demand of 50,000 GPD.

Date Issued: March 12, 2025
Project Title: **Coltrane-Webb/Beverly Hills Elementary School Replacement**
Project #: 2025-004 & Accela PRS2024-03059
Developer: Cabarrus County Schools
Brian Cone, Director
4401 Old Airport Rd
Concord, NC 28025
P) 704-260-5654
Email) brian.cone@cabarrus.k12.nc.us

Description: Construction of approximately 70 linear feet of 8-inch water lines and other appurtenances, to serve the existing school facility, located off of Spring St, with an average water demand of 11,340 GPD of treated water from the City of Concord's existing potable water distribution system.

Date Issued: March 21, 2025
Project Title: **Tribek- Morris Tract Industrial**
Project #: 2024-058 & Accela PRS2024-02332
Developer: SBBH, LLC
Scott Bortz, Manager
101 S. Kings Dr, Ste 200
Charlotte, NC 28204
P) 704-333-8484
Email) sbortz@tribek.com

Description: Construction of approximately 2,060 linear feet of 8-inch water lines with 5 in-line valves, 3 hydrants, and other appurtenances to provide potable water to serve a 392,040 sq. ft. of speculative warehouse (6 units) located off of Pitts School Rd, with an average Industrial water demand of 25,400 GPD.

Wastewater Distribution System Extensions: January 1- March 31, 2025

Date Issued: January 29, 2025
Project Title: **Skybrook Corners-Additional lots * Mod 2**
Project #: 2021-064 & Accela PRS2021-01595
Developer: Skybrook, LLC

Brian Pace, Manager
6719-C Fairview Rd.
Charlotte, NC 28210
P) 704-365-1208
Email) bp@pacedevelop.com

Description: Permit modification for flow only, to serve an additional 5 3-bedroom townhome units located off of Ambercrest Ct, Southwest corner of Huntersville-Concord Rd and Poplar Tent Rd, with a domestic wastewater discharge of 1,125 GPD. *Authorization to Construct Modification 1 has been previously certified.*

Date Issued: January 29, 2025
Project Title: **Skybrook Corners Expansion**
Project #: 2021-064A
Developer: Skybrook, LLC

Brian Pace, Manager
6719-C Fairview Rd.
Charlotte, NC 28210
P) 704-365-1208
Email) bp@pacedevelop.com

Description: Construction of approximately 280 linear feet of 8-inch sanitary sewer line, 1 manhole and other appurtenances, to serve 14 townhome units, located off of Ambercrest, with an average domestic wastewater discharge of 3,150 GPD.

Date Issued: February 3, 2025
Project Title: **Travis Ln. Sewer Extension**
Project #: 2024-057
Developer: City of Concord

Kevin C. Plemmons, PE
P.O. Box 308
Concord, NC 28206
P) 704-920-5344
Email) plemmonskc@concordnc.gov

Description: Approximately 513 linear feet of 8-inch sanitary sewer line, 3 manholes and other appurtenances, to serve 6 single family lots inside the city limits, located off of Travis Ln. with a zero increase to the existing wastewater discharge.

Date Issued: February 6, 2025
Project Title: **12" Public Sewer Extension Phase II & III-Coddle Creek Tributary (The Grounds Sewer)**
Project #: 2020-007A/B & Accela PRS2025-00104 *
Developer: City of Concord
Kevin C. Plemmons, PE
P.O. Box 308
Concord, NC 28206
P) 704-920-5344
Email) plemmonskc@concordnc.gov
Description: Construction of approximately 6,550 linear feet of 12-inch sanitary sewer with 32 manholes, 276 linear feet of 8-inch sanitary sewer with 1 manhole, and other appurtenances to serve future development located off of George W. Liles Pkwy at NW corner of The Grounds and cross Roberta Church Rd, with an industrial wastewater discharge to be allocated with future tributary projects.

*Permit extension-Assets previously accounted for

Date Issued: February 10, 2025
Project Title: **Ten-Tenths- Phase 0**
Project #: 2024-052 & Accela PRS2024-01760
Developer: Charlotte Motor Speedway, LLC
Steve Swift, Sr. VP of Operations
P.O. Box 600
Concord, NC 28206
P) 704-455-3207
Email) sswift@speedwaymotorsports.com
Description: Construction of approximately 1,203 linear feet of 8-inch sanitary sewer with 5 manholes, to serve 12 garages located off of Morehead Rd, with zero commercial wastewater discharge. *The commercial wastewater discharge of 720 GPD will be allocated in the NCDEQ private sewer permit.*

Date Issued: February 11, 2025
Project Title: **Holly Grove Subdivision* Mod 1 Permit Extension**
Project #: 2021-052 & Accela PRS2021-02142
Developer: Holly Grove Development Partners, LLC
David Hughes, Manager
P.O. Box 3965
Mooresville, NC 28117
P) 980-500-1240
Email) dhughes@nestcommunities.com
Description: Construction of approximately 2,687 linear feet of 8-inch sanitary sewer line with 19 manholes and other appurtenances, to serve 4 office buildings and 127 Townhomes located off of HWY 29/Concord Pkwy S with a domestic and commercial wastewater discharge of 34,512 GPD.

*Permit extension-Assets previously accounted for

Date Issued: February 21, 2025
Project Title: **Annsborough Park Estates**
Project #: 2024-060 & Accela PRS2024-01683
Developer: Sherwood Development Group
Justin Mueller, Managing Member
51 Union Street South, Ste. 100
Concord, NC 28025
P) 704-578-5688
Email) mueller.justin@gmail.com
Description: Construction of approximately 6,132 linear feet of 8-inch sanitary sewer line, 33 manholes, and other appurtenances to serve 93 units Single Family Homes (34 5-bedrooms and 59 6-bedrooms), located off of Odell School Road, with a domestic wastewater discharge of 39,300 GPD.

Date Issued: February 28, 2025
Project Title: **Concord Commerce Park P1**
Project #: 2024-025 & Accela PRS2024-01555
Developer: Concord Commerce Park LLC
John Harris Morrison III, Managing Member
805 Trade Street NW, Suite 101
Concord, NC 28027
P) 704-953-5924
Email) harris@fortiuscapitalpartners.com
Description: Construction of approximately 3,694 linear feet of 8-inch sanitary sewer line with 16 manholes and other appurtenances to serve 12-unit industrial warehouse located off of SW corner of Concord Pkwy S, with an Industrial wastewater discharge of 50,000 GPD.

Date Issued: March 12, 2025
Project Title: **Coltrane-Webb/Beverly Hills Elementary School Replacement**
Project #: 2025-004 & Accela PRS2024-03059
Developer: Cabarrus County Schools
Brian Cone, Director
4401 Old Airport Rd
Concord, NC 28025
P) 704-260-5654
Email) brian.cone@cabarrus.k12.nc.us
Description: Consisting of abandonment and replacement of approximately 1,300 linear feet of 8-inch sanitary sewer with 16 manholes and other appurtenances, to serve the existing school facility located off of Spring St, with a wastewater discharge of 3,936 GPD.

Date Issued: March 21, 2025
Project Title: **Tribek- Morris Tract Industrial**
Project #: 2024-058 & Accela PRS2024-02332
Developer: SBBH, LLC
Scott Bortz, Manager
101 S. Kings Dr, Ste 200
Charlotte, NC 28204
P) 704-333-8484
Email) sbortz@tribek.com
Description: Construction of approximately 2,420 linear feet of 8-inch sanitary sewer line with 10 manholes, and other appurtenances to serve a 392,040 sq. ft. of speculative warehouse (6 units) located off of Pitts School Rd, with an average Industrial wastewater discharge of 25,400 GPD.

Tax Report for Fiscal Year 2024-2025**FINAL REPORT****March****Property Tax Receipts- Munis**

2024 BUDGET YEAR	449,976.15
2023	5,056.90
2022	1,016.25
2021	368.48
2020	16.85
2019	16.61
2018	
2017	
2016	
2015	
Prior Years	
Interest	15,462.71
Refunds	
	<hr/>
	471,913.95

Vehicle Tax Receipts- County

2024 BUDGET YEAR	619,249.82
2023	
2022	
2021	
2020	
2019	
2018	
Prior Years	
Penalty & Interest	10,250.47
Refunds	
	<hr/>
	629,500.29

Fire District Tax - County

2024 BUDGET YEAR	1,730.16
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Less: Collection Fee from County

Net Ad Valorem Collections	<hr/>
	1,103,144.40

423:Vehicle Tag Fee-Transportation Impr Fund	43,047.67
100:Vehicle Tag Fee	174,799.65
630:Vehicle Tag Fee-Transportation Fund	43,050.45
Less Collection Fee - Transit	
Net Vehicle Tag Collection	<hr/>
	260,897.77

Privilege License	-
Prepaid Privilege Licenses	
Privilege License interest	
Total Privilege License	<hr/>
	-

Oakwood Cemetery current	2,100.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	875.01
Rutherford Cemetery endowment	699.99
West Concord Cemetery current	1,575.00
West Concord Cemetery endowment	-
Total Cemetery Collections	<hr/>
	5,250.00

Total Collections	<hr/>
	\$ 1,369,292.17

Current Year	
Original Scroll	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	604.17
Discovery Penalty	82.54
Total Amount Invoiced - Monthly	686.71
Total Amount Invoiced - YTD	94,439,866.95

Current Year	
Less Abatements (Releases)	
Real	3,295.58
Personal	
Discovery	
Penalty - all	
Total Abatements	3,295.58

Adjusted Amount Invoiced - monthly	(2,608.87)
Adjusted Amount Invoiced - YTD	93,819,910.12

Current Levy Collected	449,976.15
Levy Collected from previous years	6,475.09
Penalties & Interest Collected	15,462.71
Current Month Write Off - Debit/Credit	-
Total Monthly Collected	471,913.95
Total Collected - YTD	93,094,434.33

Total Collected - net current levy -YTD	92,704,912.27
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Percentage of Collected -current levy	98.81%
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Amount Uncollected - current year levy	1,114,997.85
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Percentage of Uncollected - current levy	1.19%
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100.00%

CITY OF CONCORD

Summary of Releases, Refunds and Discoveries for the Month of March 2025

RELEASES		
CITY OF CONCORD	\$	3,295.58
CONCORD DOWNTOWN	\$	-

REFUNDS		
CITY OF CONCORD	\$	154,236.34
CONCORD DOWNTOWN	\$	-

DISCOVERIES							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2019	0	0	0	0.0048	0.00	0.00	
2020	0	0	0	0.0048	0.00	0.00	
2021	0	0	0	0.0048	0.00	0.00	
2022	0	2,970	2,970	0.0048	14.26	4.28	
2023	0	2,937	2,937	0.0048	14.10	2.82	
2024	0	137,100	137,100	0.0042	575.82	75.44	
2025	0	0	0	0.0042	0.00	0.00	
Total	0	143,007	143,007		\$ 604.17	\$ 82.54	
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	0	0	0.0016	0.00	0.00	
Total	0	0	0		\$ -	\$ -	

City of Concord
Portfolio Holdings
Monthly Investments to Council
Report Format: By Transaction
Group By: Security Type
Average By: Cost Value
Portfolio / Report Group: All Portfolios
As of 3/31/2025

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
Commercial Paper									
CP BNP PARIBAS NY 0 5/23/2025	09659BSP6	5,000,000.00	4,832,995.85	5/23/2025	4.624	1.04	8/27/2024	96.659917	53
CP CREDIT AGRICOLE CIB NY 0 9/12/2025	22533TWC6	5,000,000.00	4,837,813.89	9/12/2025	4.537	1.04	12/20/2024	96.756278	165
CP MUFG BK LTD NY 0 8/22/2025	62479LVN2	5,000,000.00	4,840,008.33	8/22/2025	4.525	1.04	12/2/2024	96.800167	144
CP NATIXIS NY 0 5/9/2025	63873JS92	5,000,000.00	4,872,394.44	5/9/2025	4.577	1.05	10/15/2024	97.447889	39
CP PURE GROVE FDG 0 10/14/2025	74625TXE1	5,000,000.00	4,843,638.90	10/14/2025	4.470	1.04	1/27/2025	96.872778	197
CP ROYAL BANK OF CP 0 7/18/2025	78013VUJ9	5,000,000.00	4,851,638.89	7/18/2025	4.493	1.04	11/15/2024	97.032778	109
CP SALVATION ARMY 0 6/3/2025	79583RT3	5,000,000.00	4,872,227.78	6/3/2025	4.474	1.05	11/4/2024	97.444556	64
CP TORONTO DOMINION BANK 0 5/16/2025	89119ASG4	5,000,000.00	4,871,775.00	5/16/2025	4.577	1.05	10/21/2024	97.4355	46
CP TOYOTA MTR CR CORP 0 6/6/2025	89233GT63	5,000,000.00	4,836,358.35	6/6/2025	4.528	1.04	9/10/2024	96.727167	67
Sub Total / Average Commercial Paper		45,000,000.00	43,658,851.43		4.534	9.39		97.02069	98
FFCB Bond									
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.08	9/29/2020	100	182
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.08	12/17/2020	100	442
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.08	4/21/2021	100	21
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.08	9/28/2021	100	546
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.07	2/16/2021	99.725	1,396
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.08	12/22/2021	100	266
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.08	3/10/2021	100	1,075
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.08	3/23/2021	100	1,088
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.07	3/24/2021	99.2	1,445
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.08	3/30/2020	100	729
FFCB 4.4 10/4/2027-25	3133ERVZ1	5,000,000.00	5,000,000.00	10/4/2027	4.400	1.08	10/4/2024	100	917
FFCB 4.48 4/6/2027-26	3133ERR78	5,000,000.00	4,995,500.00	4/6/2027	4.525	1.07	1/10/2025	99.91	736
FFCB 4.58 8/27/2027-25	3133ERRA1	5,000,000.00	5,000,000.00	8/27/2027	4.580	1.08	8/27/2024	100	879
FFCB 4.625 3/5/2026	3133EP4K8	5,000,000.00	4,999,610.20	3/5/2026	4.628	1.08	3/22/2024	99.992204	339
FFCB 4.75 9/1/2026	3133EPUW3	5,000,000.00	4,971,300.00	9/1/2026	4.961	1.07	9/22/2023	99.426	519
Sub Total / Average FFCB Bond		75,000,000.00	74,912,660.20		2.286	16.11		99.884114	705
FHLB Bond									
FHLB 0 6/20/2025	313385HC3	5,000,000.00	4,864,730.55	6/20/2025	4.296	1.05	10/30/2024	97.294611	81
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.08	1/29/2021	99.98	106
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.08	1/20/2021	99.98	203
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.07	2/17/2021	99.9	323
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.08	3/10/2021	100	344
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.07	8/28/2020	99.725	869
FHLB 1 5/26/2026-23	3130AMME9	5,000,000.00	4,769,250.00	5/26/2026	4.356	1.03	12/20/2024	95.385	421
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.08	11/1/2019	100	1,676
FHLB 3.86 12/18/2026-25	3130B2W68	4,985,000.00	4,985,000.00	12/18/2026	3.860	1.07	9/30/2024	100	627
FHLB 4.25 9/10/2029-25	3130B2TX3	5,000,000.00	5,000,000.00	9/10/2029	4.250	1.08	9/23/2024	100	1,624
FHLB 4.35 2/12/2027-26	3130B4Y88	5,000,000.00	4,993,750.00	2/12/2027	4.416	1.07	2/14/2025	99.875	683
FHLB 4.36 10/15/2026-25	3130B3BS1	5,000,000.00	5,000,000.00	10/15/2026	4.360	1.08	10/15/2024	100	563
FHLB 4.375 1/8/2027-26	3130B4GP0	5,000,000.00	5,000,000.00	1/8/2027	4.375	1.08	1/8/2025	100	648
FHLB 4.4 11/13/2026-25	3130G3PG2	5,000,000.00	5,000,000.00	11/13/2026	4.400	1.08	11/18/2024	100	592
FHLB 4.45 12/4/2028-26	3130B3XH1	5,000,000.00	5,000,000.00	12/4/2028	4.450	1.08	12/4/2024	100	1,344
FHLB 4.8 7/24/2028-25	3130B4GL9	5,000,000.00	5,000,000.00	7/24/2028	4.800	1.08	1/24/2025	100	1,211
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.08	1/29/2021	100	304
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.08	12/30/2020	100	274

FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.08	4/29/2021	100	394
Sub Total / Average FHLB Bond		94,985,000.00	94,591,980.55		2.735	20.34		99.599691	648
FHLMC Bond									
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.26	8/4/2022	92.438	112
FHLMC 0.375 9/23/2025	3137EAEX3	1,570,000.00	1,405,668.10	9/23/2025	4.166	0.30	10/6/2022	89.533	176
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.19	11/4/2022	88.468864	176
FHLMC 0.375 9/23/2025	3137EAEX3	560,000.00	504,624.88	9/23/2025	4.156	0.11	12/6/2022	90.111586	176
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.08	7/14/2020	100	470
FHLMC 2.67 3/25/2027-24	3134GXNM2	5,000,000.00	4,745,882.69	3/25/2027	4.500	1.02	3/25/2024	94.917654	724
FHLMC 3.375 9/23/2027-25	3134HALQ4	5,000,000.00	4,964,770.00	9/23/2027	3.624	1.07	9/23/2024	99.2954	906
FHLMC 3.5 7/1/2027-25	3134HAPH0	5,000,000.00	4,972,500.00	7/1/2027	3.713	1.07	9/27/2024	99.45	822
FHLMC 3.625 10/15/2027-25	3134HASE4	5,000,000.00	4,962,500.00	10/15/2027	3.892	1.07	10/15/2024	99.25	928
FHLMC 3.75 8/28/2026-25	3134HAHZ9	5,000,000.00	4,966,150.00	8/28/2026	4.095	1.07	8/30/2024	99.323	515
FHLMC 4 12/9/2027-25	3134GAL35	5,000,000.00	4,967,900.00	12/9/2027	4.230	1.07	12/9/2024	99.358	983
FHLMC 4.1 5/20/2027-25	3134GAD91	5,000,000.00	4,977,705.00	5/20/2027	4.290	1.07	11/20/2024	99.5541	780
FHLMC 4.125 3/3/2028-26	3134HBBJ9	5,000,000.00	4,981,850.00	3/3/2028	4.255	1.07	3/4/2025	99.637	1,068
FHLMC 4.23 3/27/2026	3134HBFLO1	5,000,000.00	5,000,000.00	3/27/2026	4.230	1.08	3/28/2025	100	361
FHLMC 4.25 1/10/2028-25	3134HAZ48	5,000,000.00	4,986,100.00	1/10/2028	4.350	1.07	1/10/2025	99.722	1,015
FHLMC 4.25 2/22/2027-24	3134H1SN4	5,000,000.00	4,952,500.00	2/22/2027	4.593	1.07	2/22/2024	99.05	693
FHLMC 4.3 2/4/2028-27	3134HASM1	5,000,000.00	5,000,000.00	2/4/2028	4.300	1.08	2/4/2025	100	1,040
FHLMC 4.375 6/25/2027-25	3134H13G6	5,000,000.00	4,961,910.00	6/25/2027	4.650	1.07	6/25/2024	99.2382	816
FHLMC 4.4 12/16/2027-25	3134HAP80	5,000,000.00	4,991,250.00	12/16/2027	4.463	1.07	12/20/2024	99.825	990
FHLMC 4.5 7/9/2027-25	3134H14T7	5,000,000.00	4,967,500.00	7/9/2027	4.736	1.07	7/15/2024	99.35	830
FHLMC 4.65 11/12/2027-25	3134HAZQ9	5,000,000.00	5,000,000.00	11/12/2027	4.650	1.08	11/14/2024	100	956
FHLMC 4.75 2/14/2028-25	3134HA6J7	5,000,000.00	5,000,000.00	2/14/2028	4.750	1.08	2/14/2025	100	1,050
FHLMC 5.25 6/17/2027-25	3134H12Q5	5,000,000.00	5,000,000.00	6/17/2027	5.250	1.08	6/21/2024	100	808
FHLMC Step 7/10/2029-25	3134HAZ55	5,000,000.00	5,000,000.00	7/10/2029	4.577	1.08	1/13/2025	100	1,562
FHLMC Step 8/20/2029-25	3134HAGE7	5,000,000.00	5,000,000.00	8/20/2029	4.286	1.08	8/20/2024	100	1,603
Sub Total / Average FHLMC Bond		109,455,000.00	108,417,905.90		4.191	23.32		99.09769	874
FNMA Bond									
FNMA 0.375 8/25/2025	3135G05X7	920,000.00	839,132.00	8/25/2025	3.521	0.18	9/7/2022	91.21	147
FNMA 0.5 11/7/2025	3135G06G3	1,295,000.00	1,169,555.72	11/7/2025	4.152	0.25	1/5/2023	90.313183	221
FNMA 0.5 11/7/2025	3135G06G3	830,000.00	743,924.04	11/7/2025	4.682	0.16	3/7/2023	89.629402	221
FNMA 0.5 11/7/2025	3135G06G3	885,000.00	815,301.29	11/7/2025	3.719	0.18	4/5/2023	92.12444	221
FNMA 0.5 6/17/2025	3135G04Z3	925,000.00	861,249.00	6/17/2025	2.892	0.19	6/6/2022	93.108	78
FNMA 0.5 6/17/2025	3135G04Z3	1,365,000.00	1,271,599.52	6/17/2025	2.943	0.27	7/7/2022	93.157474	78
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.08	8/19/2020	100	141
FNMA 0.57 12/29/2025-21	3135GABS9	5,000,000.00	4,563,350.00	12/29/2025	4.967	0.98	11/17/2023	91.267	273
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.08	8/25/2020	100	147
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.27	5/5/2022	93.265273	22
FNMA 0.625 4/22/2025	3135G03U5	5,000,000.00	4,761,950.00	4/22/2025	4.500	1.02	1/12/2024	95.239	22
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.08	7/14/2020	100	105
FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.08	10/29/2020	100	577
FNMA 0.75 7/30/2026-20	3136G4D91	1,000,000.00	888,980.00	7/30/2026	5.116	0.19	10/27/2023	88.898	486
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.08	11/4/2020	100	948
FNMA 2.125 4/24/2026	3135G0K36	545,000.00	519,466.75	4/24/2026	3.805	0.11	5/3/2023	95.315	389
FNMA 3.5 9/24/2027-25	3135GAVE8	5,000,000.00	4,932,000.00	9/24/2027	3.997	1.06	10/21/2024	98.64	907
FNMA 4.25 4/9/2027-25	3135GAQU8	5,000,000.00	4,951,479.86	4/9/2027	4.600	1.06	4/9/2024	99.029597	739
FNMA 4.32 3/10/2028-25	3136GACR8	5,000,000.00	5,000,000.00	3/10/2028	4.320	1.08	3/10/2025	100	1,075
FNMA 4.85 1/21/2028-25	3136GA6E4	5,000,000.00	5,000,000.00	1/21/2028	4.850	1.08	1/21/2025	100	1,026
Sub Total / Average FNMA Bond		64,125,000.00	62,586,395.89		2.878	13.46		97.725397	497
Local Government Investment Pool									
NC CLASS LGIP	NCCLASS	48,618,139.69	48,618,139.69	N/A	4.417	10.46	5/24/2024	100	1
NCCMT LGIP	NCCMT481	817,001.48	817,001.48	N/A	4.400	0.18	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		49,435,141.17	49,435,141.17		4.417	10.63		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	21,568,632.51	21,568,632.51	N/A	4.230	4.64	3/31/2019	100	1

Sub Total / Average Money Market		21,568,632.51	21,568,632.51		4.230	4.64		100	1
Treasury Note									
T-Note 0.25 10/31/2025	91282CAT8	5,000,000.00	4,845,689.50	10/31/2025	4.194	1.04	1/10/2025	96.91379	214
T-Note 2.25 11/15/2025	912828M56	5,000,000.00	4,925,075.95	11/15/2025	4.250	1.06	2/7/2025	98.501519	229
Sub Total / Average Treasury Note		10,000,000.00	9,770,765.45		4.222	2.10		97.714105	222
Total / Average		469,568,773.68	464,942,333.10		3.470	100		99.055493	530