



# City Council Agenda

Thursday, May 11, 2023

6:00 PM

3rd floor Council Chambers at City Hall

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

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

## I. Call to Order

## II. Pledge of Allegiance and Moment of Silent Prayer

## III. Approval of Minutes

March 21, April 11, and April 13, 2023.

## IV. Presentations

- 1. Presentation of a retirement plaque to Travis Wilmot recognizing over 31 years of faithful, loyal and dedicated service to the City of Concord Buildings and Grounds Department.**
- 2. Presentation of a Proclamation recognizing May 21 - 27, 2023 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.
- 3. Presentation of a Proclamation recognizing May 6, 2023 as Social Action Day in honor of the Concord Alumnae Chapter of Delta Sigma Theta Sorority, Inc.**
- 4. Presentation of a Proclamation recognizing the month of May as Asian Pacific American Heritage Month.**

## V. Unfinished Business

## VI. New Business

### A. Informational Items

### B. Departmental Reports

- 1. Downtown Streetscape update**

### C. Recognition of persons requesting to be heard

### D. Public Hearings

- 1. Conduct a public hearing pursuant to North Carolina General Statutes Sec. 158-7.1 to consider granting a one-year/85% tax-based economic development grant to Old Dominion Freight, Inc., to locate at 2980 New Town Way SW, Concord, North Carolina 28027 and having an investment of approximately \$18,000,000 in real and personal property.**

Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector expansion of new facilities. Old Dominion Freight, Inc., proposes to develop an approximately 60,000 SF Interstate Motor Freight Terminal to allow for a Less Than Truckload one and two-day deliveries of goods and commodities needed to support local and interstate commerce. These are items consumers need and expect to find at their local grocery, department, retail, home improvement, construction supply, or other types businesses involved in everyday life. Old Dominion Freight, Inc., proposes to invest

approximately \$18,000,000 in real and personal property. The facility will include approximately 102 dock doors with trailer, tractor, and employee parking and will be constructed on an approximately 40-acre site. The project expects to create approximately 100 new jobs with full-time average wages of approximately \$ 80,000 for salary workers and hourly wages of approximately \$25-\$30 per hour. The total value of the City's one-year grant is estimated to equal \$73,440 depending on the actual investment. The City would still collect a one-year net revenue of \$12,960 after the incentive payment. Please see attached grant analysis for additional details.

**Recommendation:** Motion to approve offering a contract for a one-year/85% tax-based Economic Development Incentive Grant to Old Dominion Freight, Inc., to locate at 2980 New Town Way SW, Concord, North Carolina 28027.

**2. Conduct a public hearing pursuant to North Carolina General Statutes Sec. 158-7.1 to consider granting a three-year/85% tax-based center city economic development grant to Norstein Properties, LLC, to redevelop two properties located at 69 and 75 Corban Avenue SE, Concord, North Carolina 28025 and having an investment of approximately \$4,200,000 in real and personal property.**

Under the North Carolina General Statutes, City Council may offer incentives to stimulate private sector redevelopment. Norstein Properties, LLC, proposes to develop an approximately 18,192 SF mixed-use development. The first floor will feature five street-level commercial spaces while the second and third floors will feature a combined ten, one and two-bedroom apartments. Norstein Properties, LLC, proposes to invest approximately \$4,200,000 in real and personal property.

The project will add housing and commercial space options to our growing downtown by combining and redeveloping a vacant lot and an empty residential property. This will help to increase and diversify the local property tax base. The location will provide residents with access to the Harold B. McEachern Greenway and the JW McGee Park while the commercial units will provide new spaces for small businesses. The total value of the City's three-year grant is estimated to equal \$51,408 depending on the actual investment. The City would still collect a three-year net revenue of \$9,072 after the incentive payments. Please see attached grant analysis and renderings for additional details.

**Recommendation:** Motion to approve a contract for a three-year /85% tax-based Economic Development Incentive Grant to Norstein Properties, LLC, to redevelop property located at 69 and 75 Corban Ave. SE, Concord, NC 28025.

**3. Conduct a public hearing to approve the submission of the FY2023-24 Action Plan for the US Department of Housing and Urban Development's Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) program.**

The City of Concord is required to submit an Action Plan to the US Department of Housing and Urban Development (HUD) outlining proposed projects to be accomplished using the allocated funding. The Action Plan includes CDBG and HOME activities planned for the City of Concord, as well as HOME activities for the members of the HOME consortium. As lead entity, Concord is tasked to complete all reporting for the Consortium members. The City's FY23-24 total CDBG program budget is \$605,948 which includes the CDBG allocation of \$663,654 and \$9,000 in estimated program income. The FY23-24 HOME Consortium allocation is \$1,315,523. Concord is projected to generate \$131,006 in program income. As a result, the total Consortium budget is projected to be \$1,446,529. Of this amount the City's proposed allocation of HOME will be \$440,303.55 which includes; the city's allocation of \$223,529.55 of the project funds, \$85,768 for program administration and lead entity administration, and \$131,006 in estimated program income. The remaining funds will be allocated to other members of the HOME Consortium. Items given in the Action Plan match those in the budget for FY 23-24.

A virtual public hearing was held from April 3<sup>rd</sup> – May 5<sup>th</sup> to receive comments on the proposed 2023/2024 CDBG and HOME program budget/activities. The public hearing notice was advertised in *The Independent Tribune* on April 2<sup>nd</sup>, 5<sup>th</sup>, and 9<sup>th</sup> along with the link being provided on the City website. Staff

has received 1,424 responses and noted those within the plan. The Action Plan budget matches what was submitted in the City's budget.

**Recommendation:** Motion to approve the submission of the FY2023-24 Action Plan for the US Department of Housing and Urban Development's Community Development Block Grant (CDBG) and HOME Investment Partnerships (HOME) program.

**4. Conduct a public hearing and consider adopting an ordinance annexing +/- 278.58 acres on Breezy Ln, PINs 5547-06-4548, 5537-98-3213, 5537-98-7403, 5537-98-2315, 5537-99-6094, 5537-88- 5456, 5547- 17-5193, 5537-98-1655, 5547-17-5388, owned by the Water and Sewer Authority of Cabarrus County (WSACC).**

The petition is for voluntary annexation of +/- 278.58 acres of property located on Breezy Ln. The property, the Rocky River Regional Wastewater Treatment Plant, is currently zoned LDR (Low Density Residential) in Cabarrus County. Staff has coordinated with WSACC to proceed with zoning the property to O-I (Office Institutional) after annexation. The subject parcels are located within the Civic-Institutional (CI) Land Use Category of the 2030 Land Use Plan where O-I is listed as a corresponding zoning district.

**Recommendation:** Consider making a motion to adopt an annexation ordinance and set the effective date for May 11, 2023.

**5. Conduct a public hearing and consider adopting an ordinance annexing +/- 22.40 acres at 226 Burrage Rd, PIN 5631-14-9836, owned by Eugene F. Brown III, Denise P. Brown, Phyllis Anne Brown, and John Christian Brown, for construction of twenty-five (25) single-family homes.**

The petition is for voluntary annexation of +/- 22.40 acres of property on Burrage Rd. The property is currently zoned RM-1 (Residential Medium Density) in the City of Concord ETJ. The developer has proposed to construct twenty-five (25) single-family detached homes on the site where RM-1 design standards will be utilized. The project was allocated sewer on September 20, 2022.

**Recommendation:** Consider making a motion to adopt an annexation ordinance and set the effective date for May 11, 2023.

**6. Conduct a public hearing to consider adopting an ordinance amending Article 7 "Base Zoning Districts", Article 7.8.2 ("Multifamily Design Standards") to amend the minimum spacing requirements for single story structures within multifamily developments.**

This amendment was a companion change to accompany the "tiny home" standards, which have been referred back to staff for further refinement. At the April 18th work session, Council stated that this portion of the amendment is reasonable and should be considered. This amendment reduces the multifamily building spacing from 20 feet to 10 feet (for single story structures only) and corrects a cross-reference regarding to unit threshold for the multifamily standards. At their February 21<sup>st</sup> meeting, Planning and Zoning Commission recommended this amendment to Council.

**Recommendation:** Motion to adopt an ordinance amending Article 7.8.2 ("Multifamily Design Standards") of the Concord Development Ordinance (CDO) to adopt regulations to amend the minimum spacing requirements for single story structures within multifamily developments.

**7. Conduct a public hearing to consider adopting an ordinance amending Article 8 ("Use Regulations"), Sections 8.4.2 ("Location) and 8.4.3 ("Height"), to clarify maximum height requirements for accessory structures.**

Staff has been responding to numerous requests from citizens regarding the CDO's restriction on accessory structures. The provisions are not particularly clear but the CDO appears to limit the structures to a maximum of fifteen (15) feet regardless of where the structure is placed within the yard. The height restriction impairs the development of accessory dwelling units (ADUs) located above a garage, which

are permitted in residential zoning districts. The proposed changes are to keep the fifteen foot height restriction when the structure is located at the smaller accessory structure setback, and to allow two (2) story structures to be constructed at the larger principal structure setback.

At their April 18 meeting, Planning and Zoning Commission discussed some minor language changes to make this section of the CDO clearer. The Commission unanimously recommended the amendment to Council, with the minor changes. A staff report explaining the proposed amendment in detail is attached.

**Recommendation:** Motion to adopt an ordinance amending Article 8 (“Use Regulations”), Sections 8.4.2 (“Location) and 8.4.3 (“Height”), to clarify maximum height requirements for accessory structures.

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

### **1. Consider adopting a resolution of intent on the matter of closing the right -of-way of an unopened+/- 15-foot wide alley running parallel to Corban Ave SE, including the abandonment of the right-of-way for a +/- 225-foot long alley that runs behind 125 Corban Ave SE.**

This alley was originally part of the M.L. Widenhouse subdivision, which was platted in 1914. The alley was never opened and is unimproved. Charles Stapleton and Stephanie Stapleton are the applicants and owners/developers of Greenway Village Park, an eight-unit single family development proposed on adjacent land at 164 Wilkinson Court, SE. The applicants own a majority of the property adjacent of the alley and each property owner adjacent to the alley will receive half of the portion of the alley being abandoned. However, the General Statutes has a provision to alter the division of the abandoned right-of-way by the filing of a plat signed by all adjacent owners.

The General Statutes require that the City post signs in two (2) places along the right-of-way, send copies of the approved resolution of intent to all neighboring owners after adoption, and advertise in the newspaper once a week for four (4) successive weeks. The notice requirement would allow the hearing to be conducted at the June 8, 2023 meeting.

**Recommendation:** Consider adopting a resolution of intent to set a public hearing for June 8th, 2023.

### **2. Consider amending the allocation of \$385,000 in HOME funds to Jim Sari and Company to \$770,000 to Strategic TC Properties, LLC for the rehabilitation of Coleman Mills which will have a total of 152 units of affordable housing.**

In June of 2020, Council approved the allocation of \$385,000 in HOME funds to Jim Sari & Company for the rehabilitation of the historic Coleman Mill into affordable rental housing units. This allocation would account for seven (7) floating HOME units within the complex. Since that time, COVID related delays and delays from Federal and State agencies have limited movement on the site. As a result, the original investor backed out of the project at the end of 2022. However, a new investment was secured the beginning of 2023. This new investor is the result of partnership changes with the project organization. Caryn Winters, the managing lead for Aventurine One, is now the majority owner and point person for the completion of the project.

With the rise in material costs from the original allocation to now, Strategic TC Properties, LLC have requested to increase the HOME allocation from \$385,000 to \$770,000. This increase will also raise the number of HOME units from seven (7) units to eleven (11) units designated as floating low-rent units by HUD. The eleven (11) units will consist of three (3) studio units, three (3) one-bedroom units, four (4) two-bedroom units, and one (1) three-bedroom unit. Repayment of the funds will be amended to a minimum payment of \$20,000 each year for 15 years and a balloon payment at the end of year 15 for the remainder.

The current time frame is to close the purchase of the property and bond portion in June. Construction would begin within a few weeks of closing. HOME funds would be requested in late 2023 and 2024.

Staff has evaluated the impact of the request on funds and determined the request could be provided from program income generated from the sale of the two (2) homes under construction on Sycamore Drive. Thus, there would be no impact to the current funding or proposed use of FY 23/24 funds presented in the budget.

**Recommendation:** Motion to amend the allocation of \$385,000 in HOME funds to Jim Sari and Company to \$770,000 to Strategic TC Properties, LLC for the rehabilitation of Coleman Mills, which will have a total of 152 units of affordable housing.

**3. Consider authorizing the City Manager to negotiate and execute a contract with Bolton & Menk, Inc. in the amount of \$158,870 to complete the Concord Mills/Bruton Smith Blvd Mixed-Use Corridor Plan.**

The 2030 Land Use Implementation Work Plan calls for a Mixed-Use Corridor Plan along Concord Mills/Bruton Smith Blvd (LU-29). It states that the corridor plan should address local land use changes necessary for retail and other uses to remain viable; multi-modal connectivity along the corridor and other challenges identified within the Land Use Plan.

An RFQ for the Corridor Plan was posted on January 9, 2023 with submissions due by February 10, 2023. The City of Concord received five submissions which were reviewed by a selection committee made up of Planning, Transit, Parks & Recreation and Transportation staff and a representative from the Cabarrus Visitors Bureau. Four of the five submissions were invited for interviews and Bolton & Menk, Inc. (formerly Cole Jenest & Stone) was selected from these four firms.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a Bolton & Menk, Inc. in the amount of \$158,870 to complete the Concord Mills/Bruton Smith Blvd Mixed-Use Corridor Plan.

**4. Consider adopting a resolution authorizing eminent domain actions for permanent easements for six parcels located along Zion Church Road.**

The following permanent easements are required by the Water Resources Department in order to construct the Zion Church Road waterline.

Parcel 1. This property is currently owned by Rodney Barrell. The total appraised tax value of the property is listed at \$244,800.00. The Engineering department calculated the value of the 11,658 square foot easements to be \$3368.44. The property owner has executed the deed of easement; however, he has not returned additional required paperwork and the consent of the mortgage lender has not been returned.

Parcel 2. This property is currently owned by Christal T. Layton. The total appraised tax value of the property is listed at \$128,580.00. The Engineering department calculated the value of the 3,502 square foot easements to be \$1808.88. The property owner has executed the deed of easement; however, the consent of the mortgage lender has not been returned.

Parcel 3. This property, consisting of 2 parcels, is currently owned by Brenda Deese. The total appraised tax value of the property is listed at \$19,860.00 for a vacant parcel and \$31,470.00 for an improved parcel. The Engineering department calculated the value of the 3,501 square foot easement and the 10,946 square foot easement combined to be \$4,679.21. The property owner has not engaged in negotiations with city staff.

Parcel 4. This property, consisting of 2 parcels, is currently owned by William Gerald Harvell and wife, Carolyn M. Harvell. The total appraised tax value of the property is listed at \$14,290.00 for a vacant parcel and \$ 121,920.00 for an improved parcel. The Engineering department calculated the value of the 3,388 square foot easement and the 2,416 square foot easement combined to be \$ 2,347.60. The property owner has not responded to any correspondence from city staff.

**Recommendation:** Consider making a motion to adopt four resolutions authorizing eminent domain actions for permanent easements for six parcels located on Zion Church Road.

**5. Consider approving the Concord Co-Sponsorship application for the Concord-Cabarrus Juneteenth Celebration Festival on June 24th, 2023 at Marvin Caldwell Park.**

The Concord- Cabarrus Juneteenth Committee is requesting the use of Marvin Caldwell Park facilities (Dan Pharr Building, Robert Mathis Amphitheater area, and Logan Optimist Shelter, Police Officer(s) to be periodically conduct patrols throughout the time of the event, and the preparation of grounds for the event (Adequate trash containers, access to power).

**Recommendation:** Motion to approve the Concord Co-Sponsorship application for the Concord-Cabarrus Juneteenth Celebration Festival on June 24th, 2023 at Marvin Caldwell Park.

**6. Consider recognizing the Overbrook Manor Home Owners Association in the City's Partnership for Stronger Neighborhoods program.**

Overbrook Manor is a 21-acre community with 19 homes located in northwest Concord. The first homes within the neighborhood were built in 2017 and the neighborhood was completed in 2020. They are an active neighborhood with various annual social events and community activities. Officers for the Association are President Janet Smith; Vice President Jenny Gettings; and Treasurer Julie Roberts. They have submitted all the required documentation for recognition. By approving their inclusion in the program, the City would have a total of 76 recognized neighborhoods in the Partnership for Stronger Neighborhoods since the program's foundation in 2000.

**Recommendation:** Motion to approve the acceptance of Overbrook Manor as a recognized neighborhood in the Partnership for Stronger Neighborhoods Program.

**7. Consider authorizing the City Manager to negotiate and execute a contract addendum with Woolpert North Carolina PLLC to provide survey and design work for roadway improvements on Cox Mill Road to facilitate an NCDOT-approved entrance into the JE 'Jim' Ramseur Park property.**

The J.E. 'Jim' Ramseur Park located at 1252 Cox Mill Road in Concord, which totals approximately 28.6 acres and is adjacent to Cox Mill Elementary School was purchased by the City in 2020 to serve as the site of Concord's first community park in the northwestern portion of the city. The City of Concord Parks and Recreation selected Woolpert North Carolina, PLLC through the RFQ process to be the design consulting firm for the park, approved by City Council and contract executed in June 2020. The Traffic Impact Analysis was completed during the latter phases of design. The TIA was approved by City Transportation and NCDOT in March, 2023; Woolpert proposes subcontracts with Henson Folie Design Inc.—Dunbar Geomatics Group, PLLC and STV Inc. for surveying and design of the improvements, which include utility coordination and roadway improvements creating a park driveway entrance, median modifications and turn lane allowing unrestricted egress into and out of the park.

**Recommendation:** Motion to authorize the City Manager to negotiate and execute a contract addendum with Woolpert North Carolina, PLLC in the amount of \$76,857 for surveying and design services associated with road improvements to Cox Mill Road for the future JE 'Jim' Ramseur Park.

**8. Consider authorizing the City Manager to negotiate and execute a contract with Piedmont Asphalt Paving Co., Inc. for the resurfacing of 6 tennis courts at Les Myers Park.**

Tennis courts 3 through 8 (Six courts) of Les Myers Park have developed severe cracks and have become difficult for tennis play and a safety trip hazard. This project will demolish and reconstruct six (6) tennis courts. The project was bid under the informal bidding process and bids were to be open on April 13, 2023, but none were received. As required by NC GS 143-132 the project was re-bid and bids were received on April 24, 2023. This time one bid was received from Piedmont Asphalt Paving Co., Inc. in the amount of \$494,670.

**Recommendation:** Motion authorizing the City Manager to negotiate and execute a contract with Piedmont Asphalt Paving Co., Inc. in the amount of \$494,670 for the replacement of courts 3 through 8 at Les Myers Park.

**9. Consider authorizing the City Manager to execute a contract with Creative Bus Sales, utilizing the State of Oklahoma transit vehicle contract for the purchase of three replacement and one new ADA-accessible Ford Transit Lift-Equipped Vans for the Rider Transit ADA Paratransit program.**

Significant supply chain challenges for public transit systems across the United States exist, particularly limiting the availability of new vehicles for purchase in the van and LTV categories. The Community Transportation Association of America estimates that nationwide, more than 25,000 vehicles of this type are well past their useful life and overdue for replacement, with that number increasing constantly. The estimate for normalization of the small transit vehicle supply is currently five to seven years. The three Ford Transit vans Rider Transit currently utilizes are well past their useful life, a burden for maintenance and operations staff, and are eligible for replacement. With the continued growth of Rider Transit's ADA Paratransit program and the maintenance challenges with two other LTV Paratransit vehicles that are not quite ready for replacement, staff is requesting approval for the purchase of one new van in addition to the three replacements, to ensure a safe, reliable, and fully-functional vehicle fleet for service delivery to our passengers.

Recently, Rider staff was made aware of the availability of 100 ADA-accessible, lift-equipped Ford Transit vehicles. They've been built and delivered to Creative Bus Sales, and are awaiting purchase on a first come, first served basis.

Per vehicle cost is not to exceed \$91,550. FTA grant funding in the amount of \$311,270 has been secured in a project fund for these four vehicles and would cover 85% of the cost. The remaining 15% (\$54,930) would be split 50/50 between Concord and Kannapolis at \$27,465 each. The Concord Kannapolis Transit Commission will consider this recommendation at their 5/9/2023 meeting.

**Recommendation:** Motion to authorize the City Manager to execute a contract with Creative Bus Sales for the purchase of three replacement and one new ADA-accessible Ford Transit Lift-Equipped Vans for the Rider Transit ADA Paratransit program with a not-to-exceed cost per vehicle of \$91,550/van.

**10. Consider awarding a bid in the amount of \$1,178,293 to Carolina Power and Signalization for construction of Substation W at 1420 Concord Parkway South.**

Substation W will feed the new Lilly manufacturing facility on Concord Parkway. Bid specifications for construction of the concrete foundations and all above ground facilities were developed and a formal bid process was held on April 18, 2023. Eight construction firms submitted bids, which were evaluated by staff for adherence to specifications. The lowest responsive bidder, at \$1,178,293, was Carolina Power and Signalization. Carolina Power and Signalization was deemed to be a responsive and responsible bidder. Upon a Notice to Proceed letter, Carolina Power and Signalization will have 185 days to perform the work. Substation W remains on schedule for commissioning in the first quarter of 2024. Funding will be derived from existing Substation W project account.

**Recommendation:** Motion to award a bid for \$1,178,293 to Carolina Power and Signalization for construction of Substation W at 1420 Concord Parkway South.

**11. Consider approving a modification to the Interlocal Agreement with Cabarrus County administering the Central Area Plan.**

The City entered into an Interlocal Agreement with Cabarrus County administering the Central Area Plan. Under the Agreement, the City agreed not to extend utilities into certain areas east of the then exiting City limits except under certain limited circumstances. Allen Montgomery has requested an exception to the Agreement in order to obtain water service for a proposed single-family home at 3868 Hwy 200 (PIN 5547-87-8632).

**Recommendation:** Motion to approve a modification of the Interlocal Agreement regarding the Central Area Plan to allow the provision of water to 3868 Hwy 200.

**12. Consider approving a modification to the Interlocal Agreement with Cabarrus County administering the Central Area Plan.**

The City entered into an Interlocal Agreement with Cabarrus County administering the Central Area Plan. Under the Agreement, the City agreed not to extend utilities into certain areas east of the then existing City limits except under certain limited circumstances. Casey Honeycutt has requested an exception to the Agreement in order to obtain water service for a proposed single-family home at 4040 Mills Circle (PIN 5651-14-2940).

**Recommendation:** Motion to approve a modification of the Interlocal Agreement regarding the Central Area Plan to allow the provision of water to 4040 Mills Circle.

**VII. Consent Agenda**

**A. Consider approving a contribution in the amount of \$2,000 from the Mayor's Golf Tournament Fund to support the Cabarrus Arts Council's Art on the Go initiative for the Logan Recreation Center and to adopt a budget ordinance appropriating the funds.**

The workshops are scheduled to meet students in afterschool hours or summer as well as when participants from What Matters Most come to the recreation center, extending the program's support to people with disabilities. Every workshop welcomes the neighborhood's youth and is featured in newsletters, e-blasts and social media sites to encourage new participation from residents across Concord. Expenses for each workshop range between \$150-\$250 for materials, artist facilitation fees, marketing and preparation.

**Recommendation:** Motion to approve a contribution in the amount of \$2,000 from the Mayor's Golf Tournament Fund to support the Cabarrus Arts Council's Art on the Go initiative for the Logan Recreation Center and to adopt a budget ordinance appropriating the funds.

**B. Consider authorizing the City Manager to negotiate and execute a contract with the Houston Galveston Area Cooperative Purchasing Program for the purchase of an Oshkosh Striker 6x6 ARFF unit.**

By using the government to government purchasing cooperative for the purchase of fire apparatus, the city is able to purchase apparatus for a total cost of \$1,090,687 while providing a chassis with the latest safety features available. By using the pre-paid method and being a fleet customer, the City will receive a total discount of \$214,210 for the apparatus. The Concord Padgett-Airport will be contributing \$46,875 utilizing Retained Earnings to assist with the purchase. The requested amount is in the approved funds in the vehicle capital account approved in the FY 22-23 budget.

**Recommendation:** Motion to authorize the City Manager to negotiate and sign a contract for the purchase of the Oshkosh Striker apparatus using the Houston Galveston Area purchasing cooperative.

**C. Consider approving the donation of three (3) bike repair stations and benches, approximate value of \$15,000, from the Concord Rotary Club to City of Concord Parks & Recreation Department.**

The donation of three (3) bike repair stations and benches will be placed along the McEachern Greenway, Brown Mill Mountain Bike Trail and a section of Hector Henry Greenway. The objective of the project from the Concord Rotary Club is to enhance the City of Concord greenways and provide a safe place for citizens to repair their bikes while on the greenways or trails. Parks & Recreation will partner with Concord Rotary Club on location and installation. Once completed, Parks & Recreation will maintain the stations.



**Recommendation:** Motion to approve and accept the donation from the Concord Rotary Club.

**D. Consider accepting an offer of infrastructure at Ramsgate Subdivision Phase 3.**

In accordance with CDO Article 5, improvements have been constructed in accordance with the City's regulations and specifications. The following is being offered for acceptance: 1,703 LF of Roadway.

**Recommendation:** Motion to accept an offer of infrasture at Ramsgate Subdivision Phase 3.

**E. Consider Accepting an Offer of Dedication of an access easement and approval of the maintenance agreement.**

In accordance with the CDO Article 4, the following access easements and maintenance agreements are now ready for approval: Skybrook, LLC (PIN's 4671 -73-1211 and 4671-73-0620) Poplar Tent Road. Access easements and SCM maintenance agreements are being offered by the owners.

**Recommendation:** Motion to approve the maintenance agreements and accept the offers of dedication on the following properties: Skybrook, LLC.

**F. Consider Accepting an Offer of Dedication of utility easements and public rights-of-ways in various subdivisions.**

In accordance with CDO Article 5, the following final plats and easements are now ready for approval: Sherwood Hills Revised and Concord Retail Investment Group, LLC. 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: Sherwood Hills Revised and Concord Retail Investment Group, LLC.

**G. Consider amending the City's Personnel Policies and Procedures manual to add Article 3.14 Standby Pay Policy.**

Staff recommends an update to the City's Personnel Policies and Procedures manual to establish a consistent policy and procedure as it relates to compensating non-exempt employees who are scheduled for standby duty.

**Recommendation:** Motion to amend the City's Personnel Policies and Procedures manual to add Article 3.14 Standby Pay Policy to the City's Personnel Policies and Procedures manual.

**H. Consider approving a change to the classification/compensation system to include the following classification: Parks & Recreation Program Manager.**

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

**Recommendation:** Motion to approve the addition of the Parks & Recreation Program Manager (Grade 111) with a salary range of \$65,952.75 (minimum) - \$87,387.40 (midpoint) - \$108,822.06 (maximum).

**I. Consider approving a change to the classification/compensation system to include the following classification: Senior Server Engineer.**

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

**Recommendation:** Motion to approve the addition of the Senior Server Engineer (Grade IT06) with a salary range of \$72,696.97 (minimum) - \$95,960.00 (midpoint) - \$119,950.00 (maximum).

**J. Receive quarterly report on water and wastewater extension permits issued by the Engineering Department in the first quarter of 2023.**

In accordance with City Code Chapter 62, attached is a report outlining the water and wastewater extension permits that were issued between January 1, 2023 and March 31, 2023.

**Recommendation:** Motion to receive the first quarter water and wastewater extension report for 2023.

**K. Consider accepting the Tax Office reports for the month of March 2023.**

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

**Recommendation:** Motion to accept the Tax Office collection reports for the month of March 2023.

**L. Consider approving the Tax Releases/Refunds from the Tax Collection Office for the month of March 2023.**

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

**Recommendation:** Motion to approve the Tax releases/refunds for the month of March 2023.

**M. Receive monthly report on status of investments as of March 31, 2023.**

A resolution adopted by the governing body on 12/9/1991 directs the Finance Director to report on the status of investments each month.

**Recommendation:** Motion to accept the monthly report on investments.

**VIII. Matters not on the Agenda**

- Transportation Advisory Committee (TAC)
- Metropolitan Transit Committee (MTC)
- Centralina Regional Council
- Concord/Kannapolis Transit Commission
- Water Sewer Authority of Cabarrus County (WSACC)
- WeBuild Concord
- Public Art Commission
- Concord United Committee

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

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

**XI. Adjournment**

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

**Dominion**



***City of Concord Economic Development Grant Analysis***

	<b>Year 1</b>
<b>Total Assessed Value (Real)</b>	\$18,000,000
<b>City taxes at .48</b>	\$86,400
<b>Grant @ 85 %</b>	\$73,440
<b>Net Taxes to City</b>	\$12,960
	<b>Taxes \$ 86,400</b>
	<b>Grant \$ 73,440</b>
	<b>Net Taxes to City \$ 12,960</b>

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

**65 Corban Ave SE**

***Grant Analysis (3 Years)***

**Total Improvement: \$4,200,000 (estimated minimum)**

	<b>Year 1</b>	<b>Year 2</b>	<b>Year 3</b>	<b>TOTALS FOR 3-YEAR PERIOD</b>
<b>Total Assessed Value</b>	\$4,200,000.00	\$4,200,000.00	\$4,200,000.00	
<b>City taxes at .48</b>	\$ 20,160.00	\$ 20,160.00	\$ 20,160.00	\$ 60,480.00
<b>Grant @ 85 %</b>	\$ 17,136.00	\$ 17,136.00	\$ 17,136.00	\$ 51,408.00
<b>Net Taxes to City Per Year</b>	\$ 3,024.00	\$ 3,024.00	\$ 3,024.00	\$ 9,072.00

This document is for calculation purposes only. The numbers computed here are estimated based on general assumptions provided by the client. Actual grants may vary  
Note: Grants Subject to City Council approval













# Executive Summary

## AP-05 Executive Summary - 91.200(c), 91.220(b)

### 1. Introduction

This document sets out a framework for using federal funds from the HOME Investment Partnership (HOME) Program in Cabarrus, Iredell, and Rowan counties and Community Development Block Grant (CDBG) funds in the City of Concord. Federal regulations limit the use of funds from both programs to specific activities. These funds will help meet the goals and objectives to address the community and affordable housing development needs within our service area that is outlined in the 2020-2024 Consolidated Plan. The City of Concord has hosted collaborative meetings with community stakeholders that identifies community development needs in underserved communities that we serve. The Consolidated Plan describes community development opportunities that invest and leverage public resources toward low- and moderate-income communities. This Plan will explore the need for action in three categories: Affordable Housing, Homeless and Non-Housing Community Development. This document sets out priorities for the use of funds, suggests funding and other strategies that can be pursued to bring about desired results, and establishes specific performance targets to be achieved in all three eligible funding areas

### 2. Summarize the objectives and outcomes identified in the Plan

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

This year's plan includes the top 3 goals outlined below, addressing community needs related to affordable housing, community economic development, and housing revitalization. This could be a restatement of items or a table listed elsewhere in the plan or a reference to another location. It may also contain any essential items from the housing and homeless needs assessment, the housing market analysis or the strategic plan.

### Objective 1 - Provide Decent and Affordable Housing for Low and Moderate income Persons

- Provide DPA to LMI families to help increase the affordability of LMI families
- Housing Rehab to address the safety, quality, and durability needs for LMI homeowners
- Construction of affordable single family and rental housing to increase the supply and availability of decent and affordable housing for LMI families
- Promote Fair Housing to help citizens and stakeholders to become aware of their rights under Fair Housing

### Objective 2: Economic Development

- Attract New Business/industry to the area to increase employment opportunities for LMI individuals
- Promote and help Provide job training to LMI persons to increase their marketability for job opportunities

### Objective 3: Neighborhood Revitalization

- Work with Code Enforcement to help address blight, improve safety, and to enhance livability in LMI neighborhoods
- Support Public Service Agencies to help provide and make essential services available to LMI communities
- Provide infrastructure and neighborhood improvements that support affordable housing and community development to enhance a suitable living environment for LMI families

### 3. Evaluation of past performance

This is an evaluation of past performance that helped lead the grantee to choose its goals or projects.

The City of Concord has continued to implement activities which were identified as the needs and prioritized within the 2020-2024 Five (5) year Consolidated Plan. Priority needs from 2020 through 2024 called for concentrated efforts within the low to moderate income neighborhoods that were identified by HUD. These efforts were designed to enhance and preserve the existing housing stock. By promoting homeownership and community economic development while investing funds in affordable housing and rehabilitation of existing housing stocks, the City and the Consortium has helped to strengthen neighborhoods and improve the overall quality of life in underserved neighborhoods throughout Concord and the HOME Consortium service areas.

The following activities are being carried out in addressing the needs in this area: rehabilitation housing assistance (preservation of the existing housing stock), affordable housing new construction or infill on vacant lots, homebuyer's down payment assistance, homeownership counseling and education, continue working with lenders to identify affordable housing programs/products for low to moderate income homebuyers, addressing any lead-based paint issues, support local Continuum of Care Plan, and overall neighborhood revitalization.

#### 4. Summary of Citizen Participation Process and consultation process

Summary from citizen participation section of plan.

Summary from citizen participation section of plan.

The City of Concord continues to acknowledge the importance of citizen participation when developing activities for each upcoming year. In 2020, revisions were made to the Citizen Participation Plan in an effort to increase public awareness. Despite the changes to the plan, the City will always seek out new avenues to increase the level of participation by the community. Furthermore, the City will seek guidance from HUD, other municipalities, and most importantly people from target communities.

The City has encouraged participation in developing the Annual Action Plan by adding a newspaper ads in english and spanish, developing videos, and sending out questionnaires/surveys in the HOME Consortium service area. We also make the draft copy of the plan assessable and available for community review at the Planning and Neighborhood Development Office, on the City Website, and holding public hearings. The past few years, we have experienced more public input feedback with the virtual information video that was placed on our website, forwarded to HOME Consortium members, and referenced in our newsletter, social media, and survey for the public to provide input.

The general public, boards and commissions, non-profits, and other interested community parties were asked to review and submit comments from April 3-May 5 2023. The outlets provided opportunities for the community to have input on the Plan.

#### 5. Summary of public comments

This could be a brief narrative summary or reference an attached document from the Citizen Participation section of the Con Plan.

- The need for more Affordable Owner-Occupied Housing: Funding, Developing and Building affordable housing for first time homebuyers with low to moderate incomes

- The need for more Affordable Rental Housing: Developing and Building affordable rental housing opportunities for low to moderate households
- Affordable Housing assistance: Low-interest loans and down-payment assistance for first-time homebuyers with low to moderate incomes Affordable Housing: Need for budgeting and credit education
- Economic Development: Projects and programs that increase employment opportunities
- Neighborhood Revitalization: Providing assistance to neighborhoods for the development of plans and strategies to encourage development in or near underserved communities
- Neighborhood Revitalization: Repairing rental/owner housing stock and removing bad housing stock
- Public Services: Using funds to address homelessness
- Neighborhood Revitalization: Providing information, support and resources for neighborhood organizing and leadership development
- Neighborhood Revitalization: Incentives for investment in low to moderate income neighborhoods and underserved areas

6. Summary of comments or views not accepted and the reasons for not accepting them

All public comments were valid, and staff made notes of each. Staff reviewed all comments after the virtual meeting was over, and noted that all comments should be accepted.

7. Summary

The Annual Action Plan along with the 5-year Consolidated Plan is designed to help the City of Concord and the Cabarrus/Iredell/Rowan HOME Consortium to assess their affordable housing and community development needs and market conditions, and to make data-driven, place-based investment decisions. The consolidated planning process serves as the framework for a community-wide dialogue to identify housing and community development priorities that align and focus funding from the: Community Development Block Grant (CDBG), and the HOME Investment Partnership (HOME). Key components of the Consolidated Plan include:

Consultation and Citizen Participation: Allows the City and staff to both consult and collaborate with other public and private entities, non-profits, and the public in order to align and coordinate community development programs with a range of other plans, programs and resources to achieve greater impact in the communities and target areas.

The Consolidated Plan. The Five (5) Year Consolidated Plan describes the jurisdiction's community development priorities and multiyear goals based on a needs assessment of affordable housing and community development, a strategic plan, and a market analysis of housing and economic market conditions and available resources.

The Annual Action Plan. The Consolidated Plan is carried out through Annual Action Plans, which provides a concise summary of the actions, activities, community partners, and the specific federal and non-federal resources that will be used each year to address the priority needs and specific goals identified by the Consolidated Plan.

Consolidated Annual Performance and Evaluation Report (CAPER). In the CAPER, grantees report on the program year accomplishments and progress toward Consolidated Plan goals in the prior year.

PR-05 Lead & Responsible Agencies - 91.200(b)

1. Agency/entity responsible for preparing/administering the Consolidated Plan

The following are the agencies/entities responsible for preparing the Consolidated Plan and those responsible for administration of each grant program and funding source.

Agency Role	Name	Department/Agency
CDBG Administrator	Concord	City of Concord
HOME Administrator	Concord	City of Concord

Table 1 – Responsible Agencies

Narrative

The Cabarrus/Iredell/ Rowan HOME Consortium was established in 1996 and is funded through the U.S. Department of Housing and Urban Development (HUD). The City of Concord, as lead entity, is authorized to request, submit and receive HOME Investment Partnerships Program funding from the U.S. Department of Housing and Urban Development on behalf of the Consortium. The Consortium was formed for the purposes of cooperatively providing safe, decent and affordable housing to low and moderate-income citizens living in six incorporated municipalities and three counties: Cabarrus, Iredell and Rowan counties and the cities/towns of Concord, Kannapolis, Mooresville, Salisbury and Statesville. There are also three Community Housing Development Organizations (CHDOs) that receive 15% of the annual HOME allocation. The CHDOs are located in Salisbury, Mooresville, and Kannapolis. CHDOs engage in HOME eligible activities intended to respond to specific community needs. Eligible activities include acquisition and/or rehabilitation of rental housing; new construction of rental housing; acquisition and/or rehabilitation of homebuyer properties; new construction of homebuyer properties; and down payment assistance to purchasers of HOME-assisted housing sponsored or developed by a CHDO with HOME funds.

In recent years, most member governments have experienced growth: growth that is expected to continue over the next five years. With this growth, there will be an increase in the demand for quality, affordable housing opportunities to the citizens of these jurisdictions.

Consolidated Plan Public Contact Information

Pepper Bego

Federal Programs Coordinator

City of Concord, NC

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Office: 704-920-5133

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Website: [www.concordnc.gov](http://www.concordnc.gov)



## AP-10 Consultation - 91.100, 91.200(b), 91.215(l)

### 1. Introduction

The Consolidated Action Plan is a planning document that is submitted to the U.S. Department of Housing and Urban Development (HUD) that details the City of Concord's as well as the Cabarrus/Iredell/Rowan HOME Consortium propose to spend and utilize CDBG and HOME funds for the upcoming program year. The City of Concord staff consulted with consortium members and other service providers to provide input on housing and other community development issues. The City of Concord recognizes that partnerships with community stakeholders, sharing resources, and the coordinated efforts from service providers will become more important than ever before. Despite cuts in funding, the demand for assistance resulting from the pandemic and services remain high in addressing the needs of the low to moderate community. The need for leveraging dollars and resources among partners is the only solution in addressing the increase in housing cost while also maintaining and possibly expanding services.

Provide a concise summary of the jurisdiction's activities to enhance coordination between public and assisted housing providers and private and governmental health, mental health and service agencies (91.215(l)).

The City works with the HOME Consortium members and their respective community stakeholders that include prospective homebuyers, public and private agencies to assess/prioritize community needs, develop strategies, create action plans, identify key community resources, and promote the coordination of those resources. Representatives from public and private agencies, as well as the private sector involved in assisted housing, health services, and social services provide perspective, information, and input to the development of the Annual Action Plan.

Describe coordination with the Continuum of Care and efforts to address the needs of homeless persons (particularly chronically homeless individuals and families, families with children, veterans, and unaccompanied youth) and persons at risk of homelessness.

The Piedmont Regional Continuum of Care (PRCoC), established in February 2005, consists of five counties: Cabarrus, Davidson, Rowan, Stanly and Union. The PRCoC is a collaborative effort among stakeholders to reduce and eliminate homelessness. The PRCoC assesses the housing needs and works collaboratively with HUD and State of North Carolina, County, and City agencies to secure grants and request funding to develop affordable housing opportunities for the chronically homeless throughout the five-county area. The vision for the PRCC is to provide leadership and direction in the analysis of community needs and develop solutions to attack the multi-faceted causes of homelessness. The objectives are to provide opportunities for residents to gain access to nourishment, health care, education, employment, recreation, self-sufficiency, safe affordable housing and a good quality of life. Preventing homelessness throughout the community is one of the City's priorities, as indicated in

the Five-year Consolidated Plan. Although the City of Concord does not directly address homelessness, it supports and funds agencies that actively address the needs of the homeless population.

Describe consultation with the Continuum(s) of Care that serves the jurisdiction's area in determining how to allocate ESG funds, develop performance standards for and evaluate outcomes of projects and activities assisted by ESG funds, and develop funding, policies and procedures for the operation and administration of HMIS

The NC Balance of State Continuum of Care (BoS CoC), that include Cabarrus County, Iredell, and Rowan County, is organized into Regional Committees. Each Regional Committee is represented by a Regional Lead, who organizes local meetings and sits on the Balance of State Steering Committee. The Regional Lead is the Piedmont Regional Continuum of Care (PRCoC). Applicants seeking ESG funds submit their request through the regional committee, which ranks them and makes recommendations. Carolina Homeless Information Network (CHIN) administers the local HMIS. Consultation occurs through periodic attendance at Community Link's monthly meetings. Staff also periodically meets with representatives serving the homeless to discuss housing and service needs

2. Agencies, groups, organizations and others who participated in the process and consultations

Table 2 – Agencies, groups, organizations who participated

1	Agency/Group/Organization	Concord
	Agency/Group/Organization Type	Housing Services - Housing Services-Education Service-Fair Housing Other government - Local Planning organization
	What section of the Plan was addressed by Consultation?	Housing Need Assessment
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Concord Planning and Neighborhood Development Department (Community Development) solicited public with ad placed in the local newspaper on April 2, staff consulted community stakeholders through public meetings (filmed and uploaded for public viewing) and housing needs surveys (distributed to community stakeholders in April).
2	Agency/Group/Organization	Concord Housing Authority
	Agency/Group/Organization Type	Housing PHA Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Education Services-Employment Service-Fair Housing

	What section of the Plan was addressed by Consultation?	Housing Need Assessment Public Housing Needs Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Anti-poverty Strategy
	Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	The Concord Public Housing Department (CPHD) was consulted through meetings and phone conversations. CPHD is a city department that has partnered with the Planning and Neighborhood Development Department to address affordable housing needs. The City of Concord anticipates that the continued partnership should produce the production of new affordable housing units.
3	Agency/Group/Organization	COOPERATIVE CHRISTIAN MINISTRR OF CABARRUS COUNTY
	Agency/Group/Organization Type	Housing Services - Housing Services-Children Services-Elderly Persons Services-Persons with Disabilities Services-Persons with HIV/AIDS Services-homeless Services-Education
	What section of the Plan was addressed by Consultation?	Homeless Needs - Chronically homeless Homeless Needs - Families with children Homelessness Needs - Veterans Homelessness Needs - Unaccompanied youth Homelessness Strategy

Briefly describe how the Agency/Group/Organization was consulted. What are the anticipated outcomes of the consultation or areas for improved coordination?	CCM have been consulted through our association as supported public service subrecipient. CCM serves areas of the HOME Consortium service area where their programs help move people from crisis to restoration. CCM's collaborations and partnerships with community stakeholders, local businesses, and local governments have been helpful in addressing homeless and housing needs.
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Identify any Agency Types not consulted and provide rationale for not consulting

Other local/regional/state/federal planning efforts considered when preparing the Plan

Name of Plan	Lead Organization	How do the goals of your Strategic Plan overlap with the goals of each plan?
Continuum of Care	Piedmont Continuum of Care	The HOME Consortium City will work with the Piedmont Continuum of Care in association with State and other local government agencies to address the problems of homelessness in a comprehensive manner in concert with the goals and objectives discussed in the Consolidated Plan. The planning and implementation of housing and community development strategies relies on the formal and informal coordination among public and private entities.

Table 3 – Other local / regional / federal planning efforts

### Narrative

These agencies consist of the following:

Continuum of Care:

Community Link (Housing stability), Crisis Ministry (Emergency response and housing stability), Homes of Hope (Emergency response and housing stability), Rape, Child, and Family Abuse Crisis Council (Emergency Response), Turning Point (Emergency response), and Union County Community Shelter (Emergency response and housing stability)

Public Services:

Cooperative Christian Ministries, Salvation Army, Opportunity House, Cabarrus Meals on Wheels, Prosperity Unlimited, Coltrane Life Center, and Hope Haven.

AP-12 Participation - 91.401, 91.105, 91.200(c)

1. Summary of citizen participation process/Efforts made to broaden citizen participation  
Summarize citizen participation process and how it impacted goal-setting

In preparation of this plan, the City used a variety of methods to broaden citizen participation as well as to gauge community stake-holders input in addressing the needs of the neighborhoods as well as the clients that we serve. Outreach efforts included a virtual public hearing with recorded video was uploaded onto the website for viewing and consultation from various housing and human services organizations. Additional input was received from the Cabarrus/Iredell/Rowan HOME Consortium and Housing Needs Survey that was distributed to LMI neighborhood representatives; and advertisements were also placed in the Independent Tribune and Iredell and Rowan County papers.

Citizen Participation Outreach

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
1	Virtual Public Meeting	Non-targeted/broad community		Affordable housing-rehab and new construction, Community Development, funding resources, and amount available for development	N/A	

Sort Order	Mode of Outreach	Target of Outreach	Summary of response/attendance	Summary of comments received	Summary of comments not accepted and reasons	URL (If applicable)
2	Newspaper Ad	Non-targeted/broad community		A Newspaper ad was placed in the Cabarrus, Rowan, and Iredell local newspaper advertising the meeting, soliciting input, and informing them of two local places to review drafts of Plan		
3	Internet Outreach	Non-targeted/broad community		Survey and Social Media		

Table 4 – Citizen Participation Outreach



## Expected Resources

AP-15 Expected Resources - 91.420(b), 91.220(c)(1,2)

Introduction

### Anticipated Resources

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
CDBG	public - federal	Acquisition Admin and Planning Economic Development Housing Public Improvements Public Services	596,948	0	0	596,948	0	Total funding includes allocation and estimated program income

Program	Source of Funds	Uses of Funds	Expected Amount Available Year 1				Expected Amount Available Remainder of ConPlan \$	Narrative Description
			Annual Allocation: \$	Program Income: \$	Prior Year Resources: \$	Total: \$		
HOME	public - federal	Acquisition Homebuyer assistance Homeowner rehab Multifamily rental new construction Multifamily rental rehab New construction for ownership TBRA	1,315,523	0	0	1,315,523	0	Total Funding HOME Consortium includes allocation, estimated program income, local match, and HOME program administration
Other	public - federal	Economic Development Homeowner rehab Public Services	0	0	0	0	0	

Table 2 - Expected Resources – Priority Table

Explain how federal funds will leverage those additional resources (private, state and local funds), including a description of how matching requirements will be satisfied

Concord City Staff as well as HOME Consortium Staff intends on leveraging the U.S. Housing and Urban Development Funds when and where projects prove themselves to be feasible. The City of Concord and HOME Consortium will leverage funding with local, state, and federal dollars to satisfy the match requirement. The City of Concord also uses local funding in addition to the CDBG and HOME funds to accomplish the

Consolidated Action Plan objectives. Partnerships that consist of public, private, and non-profit entities that help develop strategies to leverage funds are encouraged. Federal funds leverage many other types of funding within the service areas. All organizations leverage funds differently. CHDOs, as well as government agencies, use federal funds to leverage foundation and charitable institution grants. Federal funds can also be leveraged by using program funds to purchase materials or by using volunteers to perform the labor.

If appropriate, describe publically owned land or property located within the jurisdiction that may be used to address the needs identified in the plan

Over the years, City of Concord staff have strategically acquired properties within our target/focus areas. These acquired properties were obtained to address the affordable housing needs for both owner-occupied and rental. Some of the publically owned land will be developed through Public-Private Partnerships to construct affordable housing in low to moderate-income neighborhoods. This will meet the priority need in the Affordable Housing category: property acquisition for development of affordable housing.

Discussion

N/A

## Annual Goals and Objectives

AP-20 Annual Goals and Objectives - 91.420, 91.220(c)(3)&(e)

### Goals Summary Information

Sort Order	Goal Name	Start Year	End Year	Category	Geographic Area	Needs Addressed	Funding	Goal Outcome Indicator

Table 3 – Goals Summary

### Goal Descriptions

1	Goal Name	Creation of decent affordable housing
	Goal Description	
2	Goal Name	Provide resources to special needs population
	Goal Description	

## AP-35 Projects - 91.420, 91.220(d)

### Introduction

The City of Concord as well as the HOME Consortium has established the following two (2) categories of strategies for meeting the needs of the underserved in the community. These categories are Housing Strategies and Community Development Strategies. Each category has several projects associated with them. The Housing Strategy projects include down payment assistance, development of affordable housing, and community partnerships. The Community Development Strategy projects include revitalization, leveraging multi-family development, infrastructure improvements, and creating economic development opportunities.

### Projects:

- Program Administration
- Housing Rehabilitation
- Public Service
- Economic Development
- Acquisition of Substandard Properties
- Development and New Construction of homeownership and rental properties
- Clearance and Demolition
- Down Payment Assistance
- Community Housing Development Organizations

#	Project Name
1	HOME-Administration (Entire Consortium)
2	CDBG-Administration
3	HOME - CHDO Allocation
4	CDBG - Subrecipient
5	CDBG - Acquisition
6	CDBG - ClearWater Activity
7	CDBG - Emergency Repair
8	CDBG - Substantial Rehab
11	CDBG - Neighborhood Grant
13	HOME - Concord - Down Payment Assistance
14	HOME - Concord Owner Occupied Rehabilitation
15	HOME - Consortium - Rehabilitation
16	HOME - Consortium - DPA

Table 4 – Project Information

Describe the reasons for allocation priorities and any obstacles to addressing underserved

needs

Over the years, the City of Concord and HOME Consortium has been dedicated to assisting low-moderate income families and individuals. The HOME Consortium and the City's programs are created to help overcome the barriers to affordable housing. Over the next five (5) years, HOME Consortium and City staff will implement a strategy that comprehensively breaks down the barriers that many low-moderate families and individuals face.

AP-38 Project Summary  
Project Summary Information



1	Project Name	HOME-Administration (Entire Consortium)
	Target Area	HOME Consortium Service Area
	Goals Supported	
	Needs Addressed	
	Funding	HOME: \$131,552
	Description	
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	HOME Consortium Service Area
	Planned Activities	
2	Project Name	CDBG-Administration
	Target Area	Concord Service Area
	Goals Supported	
	Needs Addressed	Preserve and Increase affordable housing Improve Public Infrastructure Support Public Service Non-Profit Agencies
	Funding	CDBG: \$119,389
	Description	
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	Concord City Limits
	Planned Activities	
3	Project Name	HOME - CHDO Allocation
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	HOME: \$197,328
	Description	
	Target Date	

	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
4	Project Name	CDBG - Subrecipient
	Target Area	Concord Service Area
	Goals Supported	
	Needs Addressed	Support Public Service Non-Profit Agencies
	Funding	CDBG: \$85,542
	Description	
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	500 people will receive direct services to address community need
	Location Description	City of Concord's city limits
	Planned Activities	Support of Public Service Non-Profit Agencies
5	Project Name	CDBG - Acquisition
	Target Area	Concord Service Area
	Goals Supported	
	Needs Addressed	Preserve and Increase affordable housing Improve Public Infrastructure Produce Affordable Housing
	Funding	CDBG: \$129,000
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	100 LMI families
	Location Description	Concord City limits
	Planned Activities	Acquisition for community development
6	Project Name	CDBG - ClearWater Activity
	Target Area	Concord Service Area
	Goals Supported	

	Needs Addressed	Increase Economic Opportunities
	Funding	CDBG: \$119,017
	Description	
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	100 City of Concord Residents
	Location Description	City of Concord City Limits
	Planned Activities	Clearwater redevelopment
7	Project Name	CDBG - Emergency Repair
	Target Area	Concord Service Area
	Goals Supported	
	Needs Addressed	Scattered Site Rehabilitation
	Funding	CDBG: \$100,000
	Description	
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	5 LMI Elderly families
	Location Description	City of Concord City Limits
	Planned Activities	Emergency repair rehab
8	Project Name	CDBG - Substantial Rehab
	Target Area	
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$50,000
	Description	
	Target Date	
	Estimate the number and type of families that will benefit from the proposed activities	
	Location Description	
	Planned Activities	
	Project Name	CDBG - Neighborhood Grant

9	Target Area	Concord Service Area
	Goals Supported	
	Needs Addressed	
	Funding	CDBG: \$3,000
	Description	
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	200 residents within a neighborhood
	Location Description	City of Concord City Limits
	Planned Activities	Neighborhood grant that addresses a neighborhood/community need
10	Project Name	HOME - Concord - Down Payment Assistance
	Target Area	Concord Service Area
	Goals Supported	
	Needs Addressed	Produce Affordable Housing
	Funding	HOME: \$25,713
	Description	
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	4-5 LMI families that are seeking affordable housing
	Location Description	City of Concord City Limits
Planned Activities	Provide DPA to 4-5 LMI families that are seeking affordable housing	
11	Project Name	HOME - Concord Owner Occupied Rehabilitation
	Target Area	Concord Service Area
	Goals Supported	
	Needs Addressed	Scattered Site Rehabilitation
	Funding	HOME: \$328,823
	Description	
	Target Date	6/30/2024

	Estimate the number and type of families that will benefit from the proposed activities	4-5 LMI and Elderly families
	Location Description	City of Concord City Limits
	Planned Activities	Owner occupied rehab
12	Project Name	HOME - Consortium - Rehabilitation
	Target Area	HOME Consortium Service Area
	Goals Supported	Creation of decent affordable housing
	Needs Addressed	Reduce Substandard Housing and Blight Scattered Site Rehabilitation
	Funding	HOME: \$137,756
	Description	
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	4 families or households
	Location Description	HOME Consortium Service Area
	Planned Activities	Homeowner rehabilitation
13	Project Name	HOME - Consortium - DPA
	Target Area	HOME Consortium Service Area
	Goals Supported	
	Needs Addressed	
	Funding	HOME: \$25,713
	Description	
	Target Date	6/30/2024
	Estimate the number and type of families that will benefit from the proposed activities	4-5 families or households
	Location Description	HOME Consortium service area
	Planned Activities	Downpayment assistance to prospective LMI homebuyers

## AP-50 Geographic Distribution - 91.420, 91.220(f)

Description of the geographic areas of the entitlement (including areas of low-income and minority concentration) where assistance will be directed

Program activities carried out by the City of Concord and the HOME Consortium will occur in Cabarrus, Rowan, and Iredell County. However, over the past ten (10) years the City of Concord has focused the vast majority of its Community Development resources within the older low to moderate income communities near the inner city. These neighborhoods include: Logan, Gibson Mill, Silver Hill, Underwood Park, Sidestown-Shankletown, and Brown Mill.

The city considers these neighborhoods our primary target area to address any underserved needs. In the past ten (10) years, we have focused housing, public service, code enforcement, and economic development activities in these neighborhoods.

According to the 2022 ACS, a majority of the populations within these targeted neighborhoods are minority. However, the City of Concord supports all low-moderate income families and individuals regardless of the location within the Concord City limits. Our programs, marketing, and service incorporate the entire city.

### Geographic Distribution

Target Area	Percentage of Funds
Concord Service Area	
HOME Consortium Service Area	100

Table 5 - Geographic Distribution

### Rationale for the priorities for allocating investments geographically

First, these lower wealth neighborhoods (HUD determined LMI areas) were identified as underserved when looking at community economic development needs. We also determined that there was a lack of positive investment that hampered revitalization efforts. As an advocate, we wanted our investment to serve as a catalyst for additional public and private investment in lower wealth communities.

The federal funding will provide underserved communities resources to turn a negative into a positive in these areas. Federal programs will give us the ability to leverage funding from both private and public agencies in this area due to the amount of low wealth within these communities. Partnerships with other community stakeholders allow the city to "stretch" its dollars in these underserved areas. In an economic downturn, cities are forced to look for additional funding. To the greatest extent feasible, funding will be targeted in these geographic areas. However, in order to ensure the timely expenditure

of funds, program activities will continue to be funded on a first-come, first-served basis.

## Discussion

The Cabarrus/Iredell/Rowan HOME Consortium consists of Concord, Cabarrus County, Kannapolis, Mooresville, Statesville, Salisbury, and Rowan County. The CHDOs include Prosperity Unlimited, Community Foundations, and Salisbury CDC. HOME Consortium members get 10% of the HOME allocation to use for administration of the HOME program. CHDOs receive the 15% of the HOME allocation for HOME projects and activities. Rowan has elected not to take any funds for 2023-2024 program year

# Affordable Housing

## AP-55 Affordable Housing - 91.420, 91.220(g)

### Introduction

In an attempt to address the barriers to developing affordable housing, the City of Concord and the HOME Consortium Service area will continue to create single-family affordable housing opportunities. Moreover, we will continue to try and leverage additional dollars for multi-family affordable housing. Properties are currently owned or acquired by the City of Concord and the HOME Consortium with local federal funds. Upon acquisition of buildable land, those lots will be used to develop affordable houses build by the City, HOME consortium members, or non-profit agencies. All non-profit proposals are accepted based on a reasonable price per square foot and the non-profits or private developer's ability to meet building specifications as required by the Request for Proposal. Purchase of land and improvements increase the affordability of the lot or units, which in turn drives the cost down for the potential tenant. As lots or units are sold, leased, or rented - a portion of the funds may be recaptured to fund future developments.

Recaptured funds will be used for eligible HOME activities in accordance with the requirements of the HOME statute and regulations.

The City of Kannapolis does not plan to provide housing assistance for homeless or special need families through our CDBG and HOME programs. Those needs will be partially addressed through partner organizations. For example, Cooperative Christian Ministry has expanded its My Father's House emergency shelter for families. Cardinal Innovations receive permanent supportive housing funding to assist individuals with mental or developmental disabilities, and those with substance abuse problems.

The 2020-2024 City of Salisbury's Consolidated Plan identifies a considerable need for affordable housing units to decrease the cost burden on individuals and families. The plan identifies a need for these units to be located in areas accessible for individuals and families without automobiles to access basic goods and services. Additionally, there is a need for affordable housing for seniors and the disabled. Additionally, the plan prioritizes Salisbury's community development activities upon increasing the supply of affordable housing for homeownership; activities include owner-occupied rehabilitation, emergency rehabilitation, and acquisition/rehab or new construction.

The plan also identifies strategies to remove or ameliorate barriers to affordable housing, such as insufficient understanding of fair housing laws, insufficient testing and supporting activities, and a lack of interest in fair housing and affirmatively furthering fair housing. The City of Salisbury is committed to affirmatively furthering fair housing and will update its Analysis of Impediments report as required. The City of Salisbury will also partner with the local Humans Relations Council and the Housing Advocacy Commission to form a new join-committee to develop a city-wide Fair Housing Plan, with the intent of providing educational materials and resources to advocate for fair housing and ensure that the law is



understood by local stakeholders.

One Year Goals for the Number of Households to be Supported	
Homeless	15
Non-Homeless	40
Special-Needs	0
Total	55

Table 6 - One Year Goals for Affordable Housing by Support Requirement

One Year Goals for the Number of Households Supported Through	
Rental Assistance	0
The Production of New Units	4
Rehab of Existing Units	15
Acquisition of Existing Units	0
Total	19

Table 7 - One Year Goals for Affordable Housing by Support Type

## Discussion

## AP-60 Public Housing - 91.420, 91.220(h)

### Introduction

Families below 30 percent of AMI are traditionally served by Public Housing. The Concord Housing Department (CPHD) owns and operates 174 units of public housing. These units are spread out amongst eight (8) locations within the city limits and Kannapolis. The CPHD has control over 715 Housing Choice Vouchers at this time. There are 73 units of Elderly Section 8 vouchers.

The CPHD has reported that there is an estimated waiting list of 670 families at or below 30 % of Area Median Income, with an annual turnover rate of about 15 %. Furthermore, there are 600 families at or below 30 percent on the waiting list for Section 8 assistance. CPHD has not taken Section 8 applications for the past five (5) years. They are currently at 90% of Fair Market rent to help ensure that they can help as many families as possible

The City of Kannapolis does not have its own housing authority. The Rowan County Housing Authority operates two public housing communities in Kannapolis (Running Brook and Locust St.) The Rowan County Housing Authority and the Concord Housing Authority administer Section 8 tenant-based vouchers, which can be used in Kannapolis. Each housing authority submits its own five-year plan to HUD.

The City of Salisbury will address participation by public housing residents in Salisbury CDC classes on financial literacy will continue to be encouraged. Classes are offered on budgeting, credit preparedness, purchasing a home and similar topics. These classes are offered by the CDC at no charge, except for course materials.

### Actions planned during the next year to address the needs to public housing

The City of Concord plans to:

- Produce new affordable units
- Maintain current units
- Provide grants for resident self-sufficiency
- Establish a homeownership education and awareness program
- Make improvements to energy saving items

No City of Kannapolis funds for FY 2023-24 will be used to directly serve residents of public housing.

The City of Salisbury Police Department will meet with property managers at Salisbury Housing Authority properties to develop crime reduction strategies where needed.

Actions to encourage public housing residents to become more involved in management and

## participate in homeownership

The City of Concord and the Concord Housing Department have worked together over the past five (5) years to facilitate pre-homeownership counseling and education to interested residents. During this time, we have worked with the Concord Housing Department staff to provide affordable housing options to public housing residents that are preparing for the unique responsibility of homeownership. We have collaborated on Pre-homeownership counseling and education as well as partnered on Fair Housing awareness forums. The City anticipates this partnership to continue to provide housing opportunities through affordable housing development, rehabilitation, and the City's down payment assistance (gap funding) program to help prospective homeowners.

The Rowan County and Concord Housing Authorities both have educational programs that encourage self-sufficiency and make residents aware of resources that can assist in the path towards homeownership. They will refer residents to homebuyer education programs when appropriate.

Housing counselors with Salisbury CDC frequently assist public housing residents on their self-sufficiency goals related to financial literacy, improving their credit score and in some cases, purchasing a home. Public housing residents also have the option of participating in the Family Self Sufficiency Program administered by the Salisbury Housing Authority. Participants work with program staff to set attainable goals and take part in a savings plan. Resident Councils are available through the SHA to provide an avenue for resident participation in policy development and plans that affect them.

If the PHA is designated as troubled, describe the manner in which financial assistance will be provided or other assistance

The City of Concord's Housing Department is not a troubled agency

## Discussion

The City of Kannapolis relies on the Rowan County and Concord Housing Authorities to address the needs of public housing residents. The City does not put direct funding towards public housing; we use our funds to address other low-moderate income priorities.

## AP-65 Homeless and Other Special Needs Activities - 91.420, 91.220(i)

### Introduction

This provides an overview of the programs that will be funded in FY23-24 that address the needs of the homeless and those with special needs. Services for homeless individuals and families and persons with special needs will continue to be provided through a network of collaborative partnerships with local non-profit organizations. During the FY23-24 fiscal year, the City will allocate CDBG funding to support public service activities, including those that serve homeless persons.

Due to limited funding and staff capacity, the City of Concord relies heavily on partner organizations to address the needs of the homeless and special needs. Cooperative Christian Ministry provides an array of housing options for homeless individuals and families and is a sub-recipient of public service funds from the City's CDBG program. The City also provides renovated housing for CCM to use as transitional housing. Community Link manages rapid-rehousing and permanent supportive housing grants within the region, and is the lead agency for the Piedmont Regional Committee of the Balance of State Continuum of Care. Cardinal Innovations receive permanent supportive housing grants and manages services for those with mental or developmental disabilities, and those with substance abuse.

Salisbury's homeless subpopulations include veterans, victims of domestic abuse and other groups; non-homeless special needs populations include the physically and developmentally disabled, the mentally ill, substance abusers, HIV/AIDS populations and the elderly. Homeless prevention activities will include foreclosure prevention programs offered by the Salisbury Community Development Corporation (CDC), as well as emergency and owner-occupied rehab to help owners stay in their existing homes. These activities particularly benefit elderly homeowners.

The City of Salisbury does not directly administer any program providing support or care to homeless individuals and families. However, the City of Salisbury provides annual public service funding for local emergency shelters for the homeless that are administered by the Rowan Helping Ministries and the Family Crisis Council. The City is an active participant in ongoing efforts to address the needs of homeless persons by maintaining active partnerships with local organizations that support the homeless. The City will continue to allocate public service funding to these organizations, as well as attend meetings relative to the City of Salisbury's role in addressing poverty in our community

Describe the jurisdictions one-year goals and actions for reducing and ending homelessness including

Reaching out to homeless persons (especially unsheltered persons) and assessing their individual needs

The City of Concord, in conjunction with the Piedmont Regional CoC, Concord Housing Department, Cooperative Christian Ministries (CCM), Salvation Army, and Opportunity House will provide programs

to both reduce and end homelessness. These goals may include, but are not limited to (1) providing funding for homeless essential services to include outreach and counseling, and (2) providing funding for facilities for the homeless.

The City of Concord is committed to the continuance of support for the Piedmont Regional regional committee Continuum of Care through programs and services that reduce and eliminate homelessness.

Homeless persons who are referred to an emergency shelter will be assessed through the Coordinated Assessment Plan being submitted by the Balance of State Continuum of Care that includes the Piedmont Regional Committee. The Coordinated Assessment Plan describes how and where individuals and families will be assessed and prioritized for housing in the community. That plan is not finalized but essentially says that assessment will happen at the emergency shelter level and diversion efforts will take place to make sure that people can return to the community without entering shelter if they don't absolutely need shelter. Those who are unsheltered are assessed by the organization that provides services for these individuals. That could include a soup kitchen, daytime homeless program (such as the Opportunity House), and the school systems if the families have children in school. These organizations work to understand the households' needs, provided available assistance, and make referrals to other organizations for additional assistance.

The City of Salisbury will fund a public service activity this year to help offset costs of the overnight shelter manager position for Rowan Helping Ministries. Also this year the City will help support the overnight shelter manager for Family Crisis Council which provides emergency assistance for victims of domestic abuse. This assistance will help ensure that these facilities are adequately staffed to meet the individual needs of shelter guests.

### Addressing the emergency shelter and transitional housing needs of homeless persons

The City of Concord is committed to the continuance of support for the regional homeless shelter managed by the Salvation Army and Opportunity House. Furthermore, the city is committed to providing resources and assistance to mitigating homelessness before it happens through programs and services that reduce and eliminate homelessness.

Kannapolis' Coordinated Assessment Plan will help assess the needs of homeless persons and direct them to the most suitable and available type of shelter or housing option. The plan also describes how people will be prioritized for housing using a tool called the Vulnerability Index- Service Prioritization Decision Assistance Tool (VI-SPDAT). Current shelter options in the Kannapolis area include emergency shelter for individuals, emergency shelter for families, shelter for domestic violence victims, transitional housing programs for families and single mothers with children, and rental or financial assistance to help cover the cost of an apartment or hotel.

The City of Salisbury does not directly administer any program providing support or care to homeless individuals and families. However, the City provides annual public service funding for local emergency

shelters for the homeless that are administered by the Rowan Helping Ministries and the Family Crisis Council. The City is an active participant in ongoing efforts to address the needs of homeless persons by maintaining active partnerships with local organizations that support the homeless. The City will continue to allocate public service funding to these organizations, as well as attend meetings relative to the City's role in addressing poverty in our community.

Public services funding will be allocated to two emergency shelter facilities to offset a portion of the salaries for shelter staff.

Helping homeless persons (especially chronically homeless individuals and families, families with children, veterans and their families, and unaccompanied youth) make the transition to permanent housing and independent living, including shortening the period of time that individuals and families experience homelessness, facilitating access for homeless individuals and families to affordable housing units, and preventing individuals and families who were recently homeless from becoming homeless again

The concept of transitional housing has a long history in the fields of mental health and corrections, predating its application to the homeless arena by decades. State and local public mental health and corrections departments developed these residential programs to ease the transition back into regular housing for people leaving mental hospitals or prisons.

Today transitional housing has many other users. These users range from the mentally disabled, to homeless, youths aging out of foster care, and to those on the brink of becoming homeless. In the HOME Consortium Service Area, the typical individual or family that stays in transitional housing usually has demonstrated an inability to sustain housing. They have either defaulted on their lease, been evicted from their homes, and/or have a poor credit history.

The City of Salisbury partners with the Salisbury CDC to offer classes in budgeting, purchasing insurance, and related topics that help public housing residents become self-sufficient. Rowan Helping Ministries offers counseling services to individuals to address obstacles that may be contributing to their homelessness.

The City of Concord will not differentiate between the already homeless and those individuals and families who are on the brink of becoming homeless. CDBG funds have been allocated for Public Service activities. Nonprofit organizations will be provided an opportunity to apply for public service funding to assist with shelter operations and delivery of services to the homeless population. The City understands that both transitional and supportive housing has the ability to help break down the barriers to affordable housing.

In Kannapolis, The CoC Coordinated Assessment has built in timelines that will facilitate families' movement through the system if resources are available. Community Link's programs have Housing

Support Staff who identify affordable housing units in the community, provide tenant education and help to mediate landlord issues for their clients. For veterans, the SSVF program provides rapid rehousing for veterans and their families who may be in the emergency shelter as well as prevention services to help stabilize veterans in their existing housing. There are limited permanent supportive housing resources in the community for persons with disabilities. Spots open up in that program mainly when deaths occur.

Cooperative Christian Ministry has expanded its My Father's House program, which provides emergency shelter and services for families with children, to have double the current capacity to house more families. The newly expanded Salvation Army Center for Hope Concord will be another local resource to help the needy in providing emergency shelter and services for families.

Helping low-income individuals and families avoid becoming homeless, especially extremely low-income individuals and families and those who are: being discharged from publicly funded institutions and systems of care (such as health care facilities, mental health facilities, foster care and other youth facilities, and corrections programs and institutions); or, receiving assistance from public or private agencies that address housing, health, social services, employment, education, or youth needs.

Although the City of Concord does not receive ESG assistance, the city remains committed to assisting partners such as the Salvation Army, Cooperative Christian Ministries (CCM), Opportunity House, AYA House, and Serenity House as well as other local public service agencies. As mentioned above, the City will provide CDBG funding to assist with public service activities, including those that meet the needs of homeless persons. In addition, a number of the organizations participating in the CoC provide case management services. Case management focuses on identifying resources within the community and making the necessary referrals to ensure the direct assistance is provided to minimize the risk for homelessness. There are ongoing case management services provided through organizations such as Piedmont Regional CoC Care, CCM, Salvation Army, and Rowan Helping Ministries, and the County (Cabarrus, Rowan, and Iredell) Department of Social Services.

The City of Kannapolis' non-profit partners are key in the prevention of homelessness. Cooperative Christian Ministry provide financial assistance for rent and utilities as well as a food pantry. Prosperity Unlimited and Habitat for Humanity provide financial literacy education and foreclosure prevention counseling. The school systems provide referrals and some assistance to families at imminent risk of homelessness.

For individual who are being discharged from institutions and systems of care, there are some specialized services to assist these individuals. These support organizations include the Cabarrus County Criminal Justice Partnership Program, the Employment Security Commission's Offender Specialist to help with job seeking, Cardinal Innovations for mental health, Rowan-Cabarrus Community College for workforce training programs for offenders and its R3 Career Center (has programs for those with a

criminal record), Serenity House in Concord, and the McLeod Addictive Disease Center.

Homeless prevention activities will include foreclosure prevention programs offered by the Salisbury Community Development Corporation (CDC), as well as emergency and owner-occupied rehab to help owners stay in their existing homes. These activities particularly benefit elderly homeowners. Many CDC clients are elderly and do not have the resources to make minor repairs or modifications to their homes to allow them to age-in-place.

The City of Salisbury supports services for the homeless, persons with HIV and others focus on homeless prevention through crisis assistance to address eviction notices, disconnect notices, food and clothing assistance to help avoid displacement. For those experiencing homelessness, two emergency shelters are available with the capacity to assist chronically homeless, families with children, unaccompanied youth, veterans and victims of domestic abuse. Services offered in conjunction with shelter services include life skills coaching, transportation assistance, cooked meals, deposits, prescriptions and referrals to other human service agencies. Case management is a critical service offered to connect the homeless population with other services, some of which are listed above, available in the community to help meet their individual needs. While the City does not have a specific strategy to help individuals avoid becoming homeless upon discharge from mental health institutions or other types of facilities, the public services funding it allocates to Rowan Helping Ministries helps provide shelter and supportive services for the general homeless population where these individuals can receive other supportive services that may help them assimilate back into the community.

## Discussion

Although the City of Kannapolis does not provide direct funding for the homeless, the City of Concord supports organizations that do so through the grants we provide non-profit organizations for public service activities. In addition, the City has provided rehabilitated housing units for use as transitional housing. Most direct services to homeless and special needs individuals are done through partner organizations



## AP-75 Barriers to affordable housing -91.420, 91.220(j)

### Introduction

The City of Concord has identified several barriers that impede efforts to develop affordable housing or that make decent, safe, and sanitary housing unobtainable by lower income families in Concord and the HOME Consortium Service Area. Financial barriers to affordable housing exist for both homeowners and renters. Many low and moderate-income families do not have the funds needed for down payment and closing costs for the purchase of a home. The aforementioned barrier coupled with poor credit histories does not make acquiring a home easy. Many lower wealth families' incomes have not kept pace to the rising costs of owner-occupied and rental housing.

Many low and moderate-income households especially first time homebuyer could benefit from homeownership, counseling/budgeting, and education to prepare them for the unique responsibility of homeownership. In addition, first-time homebuyers may not fully understand the home buying and lending process, making them less willing or ready to enter into homeownership. For lower income renters, a lack of understanding concerning the laws and requirements of landlords and the rights to tenants can further act as a barrier.

Each HOME PJ must adopt affirmative marketing procedures and requirements for any housing with five or more HOME-assisted units. Affirmative marketing differs from general marketing activities because it specifically targets potential tenants and homebuyers who are least likely to apply for the housing, in order to make them aware of available affordable housing opportunities.

The City of Concord and HOME Consortium members understands that we have population that is in a greater disproportionate need. The Hispanic population is not only a growing population across the nation, but also in the HOME Consortium Service Area. The City prepares affordable housing brochures as well as the Annual Action Plan in Spanish. We also completing Fair housing training fully in Spanish. We are encouraging agencies to present the home education workshops and other housing related presentations in Spanish as well.

Actions it planned to remove or ameliorate the negative effects of public policies that serve as barriers to affordable housing such as land use controls, tax policies affecting land, zoning ordinances, building codes, fees and charges, growth limitations, and policies affecting the return on residential investment

In an attempt to address the barriers to developing affordable housing, the City of Concord continues to create affordable housing. The land for the affordable housing development is purchased by the City with funding from approved public funds. Upon acquisition and installation of infrastructure, the City builds or makes lots available for development. All submitted proposals are accepted based on a reasonable price per square foot and the contractor's ability to meet building specifications as required by the Requests for Proposal. The purchase of the land and installation of the infrastructure

improvements increases the affordability of the lots, while reducing the cost to the homebuyer. As lots are sold to eligible homebuyers, the lot cost is recaptured and used to fund future developments.

The HOME Consortium Service Area has many lower wealth residents that have the ability to afford a mortgage payment, but are unable to obtain the goal of homeownership because they cannot save sufficient funds to cover the down payment and closing costs, or they have credit issues that prevent them from obtaining loan approval. We will continue to partner with local non-profit agencies to provide homeownership counseling and educational workshops for prospective homebuyers. The City also recognizes the need for additional affordable rental units for lower wealth households and special needs populations. The City will continue its support of local housing initiatives by ensuring that diverse and affordable housing options are available. The City will also continue to partner with non-profit organizations and for-profit developers.

## Discussion

## AP-85 Other Actions - 91.420, 91.220(k)

### Introduction

Continue to provide low to moderate income home owners with a rehabilitation program that ensures that their homes are energy efficient, that they are suitable living environments, and remain affordable.

- Complete fifteen (15) overall home owner and elderly rehabilitations each year in the 2020 – 2024 Consolidated Plan.
- Provide Public Service funding to a variety of agencies.
- Reduce blight and dilapidated housing via acquisition and demolition.
- Provide urgent repairs to owner occupied homes when feasible
- Look at partnering with the private sector, non-profits, and public sector agencies to produce more affordable housing units using CDBG funding.
- Invest in new multi-family units when possible - by providing gap funding.
- Continue to cultivate and build training capacity for CHDO's to build single-family homes for both renters and home buyers.
- Continue efforts to support the special needs population with both permanent and transitional housing.
- Continue partnering with the Continuum of Care.
- Continue partnering with the 10-year project to end homelessness.

### Actions planned to address obstacles to meeting underserved needs

In an attempt to address the barriers to developing affordable housing, the City of Concord and the HOME Consortium continues to create affordable housing and be an advocate for job training and job creation initiatives. Available substandard units and vacant lots are reasonably purchased by the City with funding from approved public funding. Upon acquisition and installation of infrastructure, the City builds or makes lots available to builders for development. All submitted proposals are accepted based on a reasonable price per square foot and the contractor's ability to meet building specifications as required by the Request for Proposal. Purchase of the land and improvements increase the affordability of the lots - in turn reducing the cost to the homebuyer. As each lot or home is sold to eligible homebuyers, the funds for the lot and the cost to build are recaptured and used to fund future developments.

The City of Concord will seek to partner with local non-profit agencies to provide homeownership counseling, homeownership education workshops, workforce development, and educational programs. The City expects that these types of partnerships will give low-moderate income families and individuals the opportunity to (1) understand the unique responsibilities of pre and post homeownership (2) prepare financially to purchase/maintain a home (3) gain the necessary direction to acquire living wage

skilled jobs (4) and obtain basic education needs.

Continue to provide low to moderate income home owners with a rehabilitation program that ensures that their homes are energy efficient, that they are suitable living environments, and remain affordable.

- Complete fifteen (15) overall home owner and elderly rehabilitations each year in the 2020 – 2024 Consolidated Plan.
- Provide Public Service funding to a variety of agencies.
- Reduce blight and dilapidated housing via acquisition and demolition.
- Enhance partnerships with service providers as well as leverage local City funds.
- Provide urgent repairs to owner occupied homes when feasible.
- Look at partnering with the private sector, non-profits, and public sector agencies to produce more affordable housing units using CDBG funding.
- Invest in new multi-family units when possible - by providing gap funding.
- Continue to cultivate and build training capacity for CHDO's to build single-family homes for both renters and home buyers.
- Continue efforts to support the special needs population with both permanent and transitional housing.
- Continue partnering with the Continuum of Care.
- Continue partnering with the 10-year project to end homelessness.

#### Actions planned to foster and maintain affordable housing

The City of Concord as well as the HOME Consortium intends to take the following actions to foster and maintain affordable housing:

1. Increase homeownership opportunities under programs that maximize HOME resources by providing funding for down payment assistance for first-time homebuyers and referring prospective homeowners to homeownership educational workshops.
2. Sustain housing for existing homeowners by providing both CDBG and HOME funds for owner-occupied rehabilitation
3. Increase homeownership opportunities under programs that maximize HOME and partnership with non-profit developers.
4. Provide funding for the acquisition of blighted, deteriorated, and dilapidated rental structures for

rehabilitation or demolition.

5. Provide HOME funding for multi-family homeownership and rental purchase/new construction
6. Help broker information and refer residents to the necessary resources to help residents seek economic opportunities through youth development programs, job training programs, housing education programs, and personal budget classes.

#### Actions planned to reduce lead-based paint hazards

Over the next year the Local County Health Departments will continue its efforts to monitor the health and safety risks created by lead-based paint. The Health Department will continue to administer the Lead Poisoning Prevention Program. The Lead Poisoning Prevention Program is targeted to children birth to 6 years of age and provides screening for elevated blood lead. The program also educates parents on how to prevent lead poisoning in their child. Older children are screened if lead poisoning is found in younger siblings or close contacts. There are no charges for lab services/consultation for this service at the respective County Health Departments. In addition, through the Residential Rehabilitation program, the City will continue to conduct lead testing on homes constructed before 1978. If lead-based paint is found, and if economically feasible, the lead will be removed or encapsulated. All contractors must have the proper lead certifications. Lead based paint brochures are also provided to all applicants applying for rehabilitation assistance

#### Actions planned to reduce the number of poverty-level families

Concord housing programs inherently address poverty by creating housing opportunities for low income households. Without these housing opportunities many low-income households would not be able to afford housing rehabilitation costs or to purchase a home. Furthermore, funding through the CDBG Public Service line item allows transitional housing providers such as the Cooperative Christian Ministries to assist those families and individuals who normally reside in impoverished conditions. They are able to do so through job training and educational programs. The strategy is to find suitable employment for people, thus reducing the number of those in poverty.

#### Actions planned to develop institutional structure

The City of Concord will continue to provide program delivery services through the process established for administering the HOME and CDBG federal funds. Nonprofit agencies are helpful to the City of Concord's institutional structure. Agencies such as: WeBuild, Habitat for Humanity, Concord Housing Department, Concord Family Enrichment Association, Piedmont Regional CoC, Cooperative Christian Ministries, Salvation Army, and United Way are only some of the valuable non-profits that the City relies on within its delivery structure.

There are several city departments/divisions that assist in carrying out the Community Development's

Housing activities. These include, but are not limited to the Planning and Neighborhood Development Department, Engineering Division, and the GIS Department. Cabarrus County government is also a partner in the city's community development activity. They assist with the Continuum of Care and the Homeless programs.

The Planning and Neighborhood Development Department has primarily worked with three (3) CHDO's through the HOME Consortium over the past five (5) years, but staff intends on pursuing other non-profits to serve as additional resources in housing delivery. Staff also works with a variety of sub-recipients who utilize the Public Service dollars. These non-profits provide programs that assist with education, crisis assistance, workforce development, domestic violence treatment, and small business counseling.

Staff also anticipates that we will be partnering with WeBuild, Habitat, and private industry over the next five (5) years. We understand that in order to continue our level of service amidst the current economic conditions – partnerships are paramount

Actions planned to enhance coordination between public and private housing and social service agencies

During the next year, we will continue to collaborate with the local organizations in an effort to stay abreast of emerging issues and trends. We intend to continue attending meetings and to actively serve on many of the housing and human services committees. This will allow the City to provide a broad-based community development plan with constant updates of goals and objectives.

Discussion

## Program Specific Requirements

### AP-90 Program Specific Requirements - 91.420, 91.220(l)(1,2,4)

#### Introduction

#### Community Development Block Grant Program (CDBG) Reference 24 CFR 91.220(l)(1)

Projects planned with all CDBG funds expected to be available during the year are identified in the Projects Table. The following identifies program income that is available for use that is included in projects to be carried out.

1. The total amount of program income that will have been received before the start of the next program year and that has not yet been reprogrammed	9,000
2. The amount of proceeds from section 108 loan guarantees that will be used during the year to address the priority needs and specific objectives identified in the grantee's strategic plan.	0
3. The amount of surplus funds from urban renewal settlements	0
4. The amount of any grant funds returned to the line of credit for which the planned use has not been included in a prior statement or plan	0
5. The amount of income from float-funded activities	0
Total Program Income:	9,000

#### Other CDBG Requirements

1. The amount of urgent need activities	100,000
2. The estimated percentage of CDBG funds that will be used for activities that benefit persons of low and moderate income. Overall Benefit - A consecutive period of one, two or three years may be used to determine that a minimum overall benefit of 70% of CDBG funds is used to benefit persons of low and moderate income. Specify the years covered that include this Annual Action Plan.	100.00%

#### HOME Investment Partnership Program (HOME) Reference 24 CFR 91.220(l)(2)

1. A description of other forms of investment being used beyond those identified in Section 92.205 is as follows:

Local jurisdictions will be providing general funding investments in HOME projects and activities to help satisfy match requirements. The North Carolina Housing Finance Agency in partnership with eligible HOME Consortium Members will provides up to \$15,000 in down payment

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assistance. Habitat administers the Urgent Repair Program to qualified buyers for Cabarrus County. Rebuilding together administers the Single Family Rehab program.

2. A description of the guidelines that will be used for resale or recapture of HOME funds when used for homebuyer activities as required in 92.254, is as follows:

In accordance with the applicable homebuyer recapture/resale provision outlined in 24 CFR Part 92.254, City of Concord has adopted the recapture provision. Concord and HOME consortium members provides direct HOME subsidy, on a pro-rata basis, to eligible homebuyers, which includes down payment assistance and closing costs. The HOME Consortium provides HOME funds to its CHDO's to develop affordable housing. HOME Consortium CHDO's have adopted the HOME recapture provision.

All CHDO's, sub-recipients and all entities who administer HOME programs will follow recapture provisions that have been adopted by the City of Concord and HOME Consortium. The City requires the recapture of its HOME-funded homeownership housing assistance from net sales proceeds when the original homebuyer sells the property during the affordability period.

Net sales proceeds are the funds remaining from the sale of the property by the original homebuyer less the repayment of the outstanding balance on any superior mortgage, sales commission, the original homebuyer's down payment and the cost of any property improvements made by the original homebuyer. To the extent that net proceeds are available at closing, all of the HOME funds are due and payable. In the event of foreclosure, the Lender may not require the Borrower to repay an amount greater than the net proceeds available after the foreclosure sale. The recapture provision is enforced through execution of a Declaration of Deed Restrictions, which identifies the period of affordability, primary residency requirement, and term and conditions required when using the recapture provision.

Homebuyer assistance may be used for down payment assistance and/or principal mortgage reduction via Secondary Mortgage. Borrower's income cannot exceed 80% of the area median income adjusted by family size as published annually for the Charlotte, NC MSA. Maximum loan amounts of up to \$7,500 is available for Concord. Loans will be amortized over a five-year period at 0% interest. If the property is disposed voluntary, involuntary or is in default, the percentage for repayment is based on the years remaining.

Assistance provided to nonprofit agencies through the CDBG Program will be secured with a sub-recipient agreement/contract. Should the agency fail to comply with program rules, the assistance will be recaptured. There are changes in the repayment policy that make the loan more affordable to elderly recipients.

Recaptured HOME funds by Community Housing Development Organizations (CHDO), on behalf of



the HOME Consortium, are not considered to be CHDO proceeds but shall be used by the CHDO's to provide affordable housing in the HOME Consortium Service Area.

Recaptured HOME funds provided by an agency other than a CHDO, will be recaptured by City of Concord to be used for eligible HOME activities in accordance with the requirements of the HOME statute and regulations, in the same manner as program income.

The recapture provision will ensure that each HOME assisted unit will remain affordable for a period of time determined by the recapture schedule below, established in accordance with 24 CFR 92.254(a)(4):

HOME Funds Provided and the Period of Affordability is:

Less than \$15,000 is 5 years, \$15,000 to \$40,000 is 10 years, more than \$40,000 is 15 years, and New Construction is 20 years

3. A description of the guidelines for resale or recapture that ensures the affordability of units acquired with HOME funds? See 24 CFR 92.254(a)(4) are as follows:

Housing Rehabilitation Assistance will be offered to persons/families with incomes up to but not greater than 80% of the area median income adjusted by family size and as published annually for the Charlotte, NC MSA. For households with incomes less than 50% of the area median income, a deferred loan will be offered up to 95 percent of house equity for rehabilitation assistance. For households with incomes up to 80 percent of the median area income, loans are repaid at 50 percent repayment with a 2 percent interest loan depending on household income. Deferred loans are forgiven at a rate of 10% each year. In no case, may the assistance exceed 95 percent of the available equity in the home.

Assistance provided to nonprofit agencies through the CDBG Program will be secured with a sub-recipient agreement/contract. Should the agency fail to comply with program rules, the assistance will be recaptured.

Recaptured HOME funds by Community Housing Development Organizations (CHDO), on behalf of HOME Consortium, are not considered to be CHDO proceeds but shall be used by the CHDO's to

provide affordable housing in the HOME Consortium Area.

4. Plans for using HOME funds to refinance existing debt secured by multifamily housing that is rehabilitated with HOME funds along with a description of the refinancing guidelines required that will be used under 24 CFR 92.206(b), are as follows:

The City of Concord does not have existing debt.



AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF  
CONCORD, NORTH CAROLINA TO INCLUDE +/- 278.58 ACRES OF  
PROPERTY LOCATED AT 6400 BREEZY LANE, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by the City of Concord, on May 11<sup>th</sup>, 2023 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on May 11, 2023 after due notice by The Independent Tribune on April 30<sup>th</sup>, 2023; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 11<sup>th</sup> day of May 2023:

*O ARRIVE AT THE TRUE POINT OF BEGINNING, COMMENCE AT GPS NO. 1 (PK NAIL) HAVING NAD 83(2011) COORDINATES OF N: 577,660.84'; E: 1,540,379.15'; THEN RUN N04°46'15"W 1329.65' TO AN EXISTING #4 REBAR HAVING NAD 83(2011) COORDINATES OF N: 578,985.876'; E: 1,540,268.579', BEING THE SOUTHWEST PROPERTY CORNER OF PAUL R. MORGAN & wife, JEAN MORGAN (NOW OR FORMERLY; DB. 483, PG. 136; CABARRUS COUNTY REGISTRY) AND BEING THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING AND RUNNING WITH THE SOUTH LINE OF SAID MORGAN N58°56'52"E 302.78' TO AN EXISTING #4 REBAR BEING THE SOUTHWEST PROPERTY CORNER OF HOMER N. BOST, SR. & wife, JEAN E. BOST (NOW OR FORMERLY; DB. 2762, PG. 340; CABARRUS COUNTY REGISTRY), SAID POINT ALSO BEING LOCATED S13°36'09"E 193.17' OF AN EXISTING #4 REBAR; THENCE WITH THE SOUTH LINE OF SAID BOST S78°31'26"E (PASSING AN EXISTING #5 REBAR AT A DISTANCE OF 1119.32' AND PASSING AN EXISTING 1-1/4" ROD AT A DISTANCE OF 1702.92') FOR A TOTAL DISTANCE OF 1763.92' TO A COMPUTED POINT IN THE CENTERLINE OF IRISH BUFFALO CREEK; THENCE RUNNING WITH THE CENTERLINE OF SAID IRISH BUFFALO CREEK THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) S25°23'52"E 285.49' TO A COMPUTED POINT; AND 2) S13°01'23"E 439.32' TO THE CENTERLINE INTERSECTION OF SAID IRISH BUFFALO CREEK AND ROCKY RIVER; THENCE WITH THE CENTERLINE OF SAID ROCKY RIVER THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1) S25°34'23"W 668.33' TO A COMPUTED POINT; 2) S21°16'17"W 699.24' TO A COMPUTED POINT; 3) S03°30'46"W 430.13' TO A COMPUTED POINT; 4) S39°11'29"W 238.92' TO A COMPUTED POINT; 5) S67°35'51"W 589.32' TO A COMPUTED POINT; 6) S53°07'10"W 653.06' TO A COMPUTED POINT; 7) S41°39'35"W 432.98' TO A COMPUTED POINT; 8) S69°57'27"W 239.20' TO A COMPUTED POINT; 9) S88°43'31"W 400.25' TO A COMPUTED POINT; 10) N60°42'34"W 542.01' TO A COMPUTED POINT; 11) N30°54'17"W 426.70' TO A COMPUTED POINT; 12) N18°40'07"W 449.85' TO A COMPUTED POINT; 13) N11°56'37"W 598.09' TO A COMPUTED POINT; 14) N26°48'22"W 308.14' TO A COMPUTED POINT; 15) N41°51'24"W 554.57 TO A COMPUTED POINT; AND 16) N73°16'04"W 218.50' TO A COMPUTED POINT; THENCE LEAVING THE CENTERLINE OF SAID ROCKY RIVER N05°58'12"W 58.37' TO A SET #5 REBAR; THENCE RUNNING WITH THE PROPERTY LINES OF THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY (DB. 1351, PG. 213; CABARRUS COUNTY REGISTRY)*

THE FOLLOWING TWO COURSES AND DISTANCES: 1) N03°34'49"W 570.84' TO AN EXISTING #5 REBAR, SAID POINT ALSO BEING LOCATED N84°13'00"W 1263.50' OF AN EXISTING 1-1/2" PINCHED PIPE BEING THE SOUTHWEST PROPERTY CORNER OF DONALD T. HILL & wife, TAMARA S. HILL (DB. 849, PG. 431; CABARRUS COUNTY REGISTRY); AND 2) N84°13'00"W 24.31' TO AN EXISTING #4 REBAR BEING ON THE WEST PROPERTY LINE OF ISRAEL LOA LUJAN (NOW OR FORMERLY; DB. 8439, PG. 179; CABARRUS COUNTY REGISTRY); THENCE WITH THE WEST LINE OF SAID LUJAN, MICHAEL S. BOTTA and DAWN L. BOTTA (NOW OR FORMERLY; DB. 1220, PG. 279; CABARRUS COUNTY REGISTRY) AND EDWARD ALLEN (NOW OR FORMERLY; DB. 6339, PG. 1; CABARRUS COUNTY REGISTRY) N05°58'12"W (PASSING AND EXISTING NAIL AT A DISTANCE OF 74.98', PASSING AND EXISTING #4 REBAR AT A DISTANCE OF 186.07' AND PASSING AN EXISTING #4 REBAR AT A DISTANCE OF 298.89') FOR A TOTAL DISTANCE OF 312.68' TO A SET #5 REBAR BEING THE SOUTHWEST PROPERTY CORNER OF JEFFREY P. RINEHARDT & wife, KATHERINE P. RINEHARDT (NOW OR FORMERLY; DB. 1226, PG. 25; CABARRUS COUNTY REGISTRY); THENCE WITH THE SOUTH LINE OF SAID RINEHARDT N75°30'39"E 878.88' TO AN EXISTING 5/8" ROD BEING THE SOUTHWEST PROPERTY CORNER OF LARRY W. SHAVER, JR. & wife, KELLY SHAVER (NOW OR FORMERLY; DB. 3025, PG. 313; CABARRUS COUNTY REGISTRY); THENCE WITH THE SOUTH LINE OF SAID SHAVER AND THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY (NOW OR FORMERLY; DB. 10856, PG. 310; CABARRUS COUNTY REGISTRY) N81°11'13"E (PASSING A SET #5 REBAR AT A DISTANCE OF 185.00' AND PASSING AN EXISTING 5/8" ROD AT A DISTANCE OF 371.27') FOR A TOTAL DISTANCE OF 405.40' TO A COMPUTED POINT IN BREEZY LANE (60' RIGHT-OF-WAY; DB. 422, PG. 326; CABARRUS COUNTY REGISTRY); THENCE RUNNING WITH LINES IN, BUT NOT NECESSARILY IN THE CENTER OF SAID BREEZY LANE, THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1) N15°54'29"W 93.24' TO A COMPUTED POINT; 2) N08°52'29"W 168.49' TO A COMPUTED POINT; 3) N10°27'29"W 21.19' TO AN EXISTING RAILROAD SPIKE; 4) N11°59'23"W 309.13' TO A COMPUTED POINT; AND 5) N00°13'09"W 139.22' TO AN EXISTING #5 REBAR BEING LOCATED AT OR NEAR THE CENTERLINE INTERSECTION OF SAID BREEZY LANE AND SIMPLICITY ROAD (60' RIGHT-OF-WAY AGREEMENT; DB. 412, PG. 501; CABARRUS COUNTY REGISTRY); THENCE RUNNING WITH LINES IN, BUT NOT NECESSARILY IN THE CENTER OF SAID SIMPLICITY ROAD, THE FOLLOWING TWO (2) COURSES AND DISTANCES: 1) S64°49'00"E 402.07' TO AN EXISTING #4 REBAR, SAID POINT BEING LOCATED S62°58'19"W 125.90' OF AN EXISTING 1-1/2" IRON PIPE; AND 2) S87°40'59"E 753.27' TO A COMPUTED POINT ON THE WEST PROPERTY LINE OF PAUL R. MORGAN & wife, JEAN MORGAN (NOW OR FORMERLY), SAID POINT BEING LOCATED S33°53'12"E 66.29' OF AN EXISTING 1/2" IRON ROD; THENCE WITH THE WEST LINE OF SAID MORGAN S02°58'04"E (PASSING AN EXISTING #4 REBAR IN CONCRETE AT A DISTANCE OF 6.16' AND PASSING AN EXISTING 1" SQUARE IRON AT A DISTANCE OF 207.65') FOR A TOTAL DISTANCE OF 353.81' TO A POINT, THE TRUE POINT OF BEGINNING; THE AFORE DESCRIBED LAND CONTAINS A TOTAL OF 281.144 ACRES, MORE OR LESS, LESS AND EXCEPT FROM THIS TOTAL AREA IS 2.563 ACRES, MORE OR LESS, OWNED BY DONALD T. HILL & wife, TAMARA S. HILL (DB. 849, PG. 431; CABARRUS COUNTY REGISTRY) AS DESCRIBED BELOW, YIELDING A NET AREA OF 278.581 ACRES, MORE OR LESS, AS SHOWN ON A CESI SURVEY TITLED "BOUNDARY SURVEY OF: WATER & SEWER AUTHORITY OF CABARRUS COUNTY" (DATED APRIL 9, 2014; LAST REVISED FEBRUARY 12, 2015; JOB NO. 140029.000).

LESS AND EXCEPT PROPERTY OF DONALD T. HILL & wife, TAMARA S. HILL:

TO ARRIVE AT THE TRUE POINT OF BEGINNING, COMMENCE AT AN EXISTING #5 REBAR BEING THE NORTHWEST PROPERTY CORNER OF THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY (DB. 1351, PG.

213; CABARRUS COUNTY REGISTRY), THEN RUN S84°13'00"E 1263.50' TO AN EXISTING 1-1/2" PINCHED PIPE BEING THE SOUTHWEST PROPERTY CORNER OF DONALD T. HILL & wife, TAMARA S. HILL AND BEING THE TRUE POINT OF BEGINNING; THENCE FROM THE TRUE POINT OF BEGINNING AND RUNNING WITH THE WEST LINE OF SAID HILL N38°48'13"E (PASSING AN EXISTING 3/4" PINCHED PIPE AT A DISTANCE OF 352.56') FOR A TOTAL DISTANCE OF 381.11' TO A COMPUTED POINT IN OR NEAR THE CENTER OF BREEZY LANE (60' RIGHT-OF-WAY; DB. 422, PG. 326; CABARRUS COUNTY REGISTRY); THENCE RUNNING WITH, BUT NOT NECESSARILY IN THE CENTER OF SAID BREEZY LANE S51°27'26"E 585.86' TO AN EXISTING RAILROAD SPIKE; THENCE RUNNING WITH A COMMON PROPERTY LINE OF THE WATER AND SEWER AUTHORITY OF CABARRUS COUNTY N84°25'27"W (PASSING AN EXISTING 5/8" ROD AT A DISTANCE OF 533.87') FOR A TOTAL DISTANCE OF 700.37' TO A POINT, THE TRUE POINT OF BEGINNING, CONTAINING 2.563 ACRES, MORE OR LESS, AS SHOWN ON A CESI SURVEY TITLED "BOUNDARY SURVEY OF: WATER & SEWER AUTHORITY OF CABARRUS COUNTY" (DATED APRIL 9, 2014; LAST REVISED FEBRUARY 12, 2015; JOB NO. 140029.000).

SECTION 2. Upon and after the 11<sup>th</sup> day of May, 2023 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

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

Adopted this 11<sup>th</sup> day of May 2023.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

ATTEST:

APPROVED AS TO FORM:

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

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

**Meeting Date**

May 11, 2023

**Annexation Staff Report**

This request is a voluntary annexation petition of +/- 278.58 acres of property on Breezy Ln. The property is currently zoned LDR (Low Density Residential) in Cabarrus County. A map has been provided depicting the property's location.

The property in question was acquired by the Water and Sewer Authority of Cabarrus County by deed recorded in Cabarrus County Register of Deeds Book 1351 Page 213 as recorded on December 27, 1994. A rezoning hearing is anticipated on June 20, 2023. The subject parcels are located within the Civic-Institutional Land Use Category of the 2030 Land Use Plan.

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




**ANX-04-23**

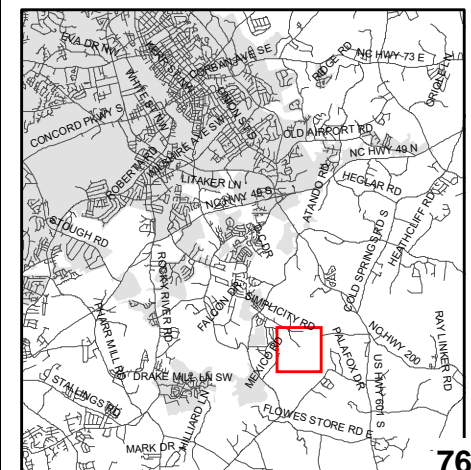
**AERIAL**

**Rocky River  
Waste Water  
Treatment Plant**

6400 Breezy Ln

PINs: 5537-98-2315,  
5537-98-7403, 5537-99-6094,  
5537-88-5456, 5537-98-1655,  
5537-98-3213, 5547-17-5193,  
5547-17-5388, 5547-06-4548

	Subject Properties
	City of Concord
	Parcels





AN ORDINANCE TO EXTEND THE CORPORATE LIMITS OF THE CITY OF  
CONCORD, NORTH CAROLINA TO INCLUDE +/- 22.40 ACRES OF  
PROPERTY LOCATED AT 226 BURRAGE RD, CONCORD, NC

WHEREAS, the City Council has been petitioned under G.S. 160A-58.1 by the City of Concord, on May 11<sup>th</sup>, 2023 to annex the area described below; and

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

WHEREAS, the City Clerk has certified the sufficiency of the petitions and a public hearing on the question of this annexation was held at Concord City Hall, 35 Cabarrus Avenue West, on May 11, 2023 after due notice by The Independent Tribune on April 30<sup>th</sup>, 2023; and

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

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

SECTION 1. By virtue of the authority granted by G.S. 160A-58.1, the following described territory is hereby annexed and made part of the City of Concord, as of the 11<sup>th</sup> day of May 2023:

*All those certain parcels of land, situated, lying and being in Cabarrus County, North Carolina, and more particularly described as follows:*

*Beginning at Point, said point being a 2" pipe found, said point also being the southwest corner of the MMR Ventures LLC property as shown in Deed:6488-299 and recorded in the Cabarrus County Register of Deeds Office, said point also being the northwest corner of the M.R. Vanderburg Jr property as shown in Deed 934-235 and recorded in the Cabarrus County Registry of Deeds Office;*

*Thence from said Point of Beginning with the western line of the M.R. Vanderburg Jr property as shown in Deed 934-235 S53-14-45W 621.85' to a point, the southwest corner of the M.R. Vanderburg Jr property, said point also being the northeast corner of the Todd Fornari property as shown in Deed:12842-241 and recorded in the Cabarrus County Register of Deeds Office; Thence 2 calls S71-39-09W 75.27' to a 1" pipe found; 2) S66-31-51W 426.21 to a point, (said point being N66-31-51E 63.00' from a #4 rebar found, said #4 rebar being the Gregory E. Scharding property as shown in Deed:15332-213 and recorded in the Cabarrus County Register of Deeds Office); Thence 3 new lines with the existing City of Concord city limits; 1) N07-45-31W 98.71' to a point; 2) N31-28-37W 273.86' to a point; 3) N62-55-21W 376.79' to a point in the eastern line of the of the ASA Blackwelder property as shown in Deed 16045-94 and recorded in the Cabarrus County Register of Deeds Office; Thence with the eastern line of the ASA Blackwelder property N14-15-20E 230.77' to a point, said point being the southerly corner of the Jeffrey L. Blankenship property as shown in Deed 13059-228 and recorded in the Cabarrus County Register of Deeds Office; Thence 2 calls with the southern lines of the Jeffrey L. Blankenship property, 1) N23-45-25E 197.74' to a ½" iron found; 2) S62-40-12E 82.39' to a ½" iron found, the southwest corner of the Marcus J. Singleton property as shown in Deed:15644-157 and recorded in the Cabarrus County Register of Deeds Office; Thence N74-38-54E 1045.85 to an axle found, said axle being on the western line of the and recorded in the Cabarrus County Register of Deeds Office; Thence with the western line of the MMR Ventures LLC property. Thence with the western line of the MMR Ventures LLC property S21-57-19E 626.39' to a 2" pipe found the Point of Beginning.*

*Said property containing 22.400 Acres.*

SECTION 2. Upon and after the 11<sup>th</sup> day of May, 2023 the above described territory and its citizens and property shall be subject to all debts, laws, ordinances and regulations in force in the City of Concord and shall be entitled to the same privileges and benefits as other parts of the City of Concord. Said territory shall be subject to municipal taxes according to G.S. 160A-58.10.

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

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

Adopted this 11<sup>th</sup> day of May 2023.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

ATTEST:

APPROVED AS TO FORM:

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

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

**Meeting Date**

May 11, 2023

**Annexation Staff Report**

This request is a voluntary annexation petition of +/- 22.40 acres of property on Burrage Rd. The property is currently zoned RM-1 (Residential Medium Density) in the City of Concord ETJ. A map has been provided depicting the property's location.

The property in question was acquired by Eugene F. Brown, Jr. and Phyllis T. Brown by deed recorded in Cabarrus County Register of Deeds Book 0291 Page 158 as recorded on February 11, 1959. The subject request is construction of twenty-five (25) single-family detached homes on the site, which was allocated sewer on September 20, 2022. A rezoning hearing will not be required as this parcel is located in the ETJ. The subject parcel is located within the Suburban Neighborhood Land Use Category of the 2030 Land Use Plan.

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



### 7.8.2. APPLICABILITY

- A. The provisions of this Section shall apply to multi-family residential developments for **four (4)** ~~five (5)~~ or more dwelling units as permitted by Table ~~8.1~~ of this Ordinance.
- B. Single-family homes, duplexes and triplexes on individual lots are exempt from ~~the~~ standards of this Section, but still must follow Section 7.7.
- C. The City may modify bulk and density and/or parking and access standards for multifamily residential developments and single-family attached residential developments in TND, TOD, MX, PRD, PUD and conditional zoning districts, or approve open space and other design standards that result in a product that better achieves the design principles in Figure 7.8-1.

### 7.8.9 DIMENSIONAL AND DENSITY STANDARDS

The maximum impervious surface coverage (impervious surface ratio) shall conform to the standards as set forth and described in Article 4 and shown on Table 7.6.2-A for the appropriate zoning district. Multi-family or single-family attached developments that are allowed (by right or as conditional use) in non-residential districts shall use the dimensional and density standards of Table 7.6.2-A and 7.6.2.B as set forth for the RC district. Where a Watershed Overlay District exists, the more restrictive requirements shall apply.

The minimum spacing between **multi-story** buildings is 20 feet, plus one (1) foot for each one (1) foot of building height in excess of 30 feet. **For single story buildings containing one or two units, the minimum spacing shall be ten (10) feet.**

### 7.8.17 MULTI-FAMILY DIMENSIONAL STANDARDS

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

**TABLE 7.8.17 - Multifamily Dimensional Standards**

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

**NOTES:**

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



**DATE:** April 18<sup>th</sup>, 2023

**CASE:** TA-03-23 Text Amendment to Address Maximum Height Limitations for Accessory Structures

**PREPARED BY:** Kevin Ashley, AICP –Deputy Planning Director

**BACKGROUND**

The staff is proposing an amendment to the Concord Development Ordinance (CDO) to address maximum height limitations for accessory structures. We have had several instances where accessory structures are proposed to be located within the principal structure setback of a parcel. In these instances, the CDO limits the height to fifteen (15) feet instead of the principal structure height within the particular zoning district.

Accessory structures are permissible in any zoning district, but are more typically seen in residential districts in the form of detached garages or garden sheds. Accessory structure setbacks for residential districts are five (5) feet from the side and rear setbacks.

From a planning standpoint, allowing taller accessory structures within a principal structure setback appears to be reasonable.

Staff is proposing to allow accessory structures to be increased to two (2) stories when they are located within a principal structure setback. This change will allow some flexibility for the development of uses such as accessory dwelling units (over a garage) in residential zoning districts.

The amendment is in approval form for referral to Council.

#### 8.4.2. LOCATION

- A. Accessory structures shall be required meet the setback standards for accessory structures as set forth in Section 7.6.3 Dimensional and Density Standards. Accessory structures may be located within a setback yard for principal structures and shall be regulated in accordance with the standards below. No accessory structure shall be located less than 36 inches from the exterior wall of the principal structure. Structures that are located closer than 36 inches shall be considered as additions to the principal structure and shall conform to all applicable setbacks.
- B. For residential lots not exceeding two (2) acres, detached accessory structures shall not be located in the front yard. Detached accessory structures may be built in the required rear yard but such accessory structures shall not occupy more than thirty (30%) percent of the required rear yard and shall not be closer than five feet to any side or rear lot line or setback line.
- C. For residential lots exceeding two (2) acres, detached accessory structures may be located in the front yard but not closer than seventy-five feet (75') from the front property line/street right-of-way. Detached accessory structures may be closer than the distance specified above if they are not visible from a public street.
- D. The location of permitted non-residential accessory structures shall be governed by the same dimensional regulations as set forth for the principal use structure(s).
- E. Accessory structures on double frontage lots shall not be closer to either street than the required front yard setback.

#### 8.4.3. HEIGHT

- A. Accessory structures shall not exceed fifteen (15) feet in height, where the accessory structure complies with the minimum accessory structure setback as specified in Table 7.6.2.B. The accessory structure may be two stories in height if the accessory structure complies with the minimum principal structure setback as specified in Table 7.6.2.B.



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

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

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

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

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

SECTION 1: That the following section of Concord Development Ordinance (CDO) Article 8 "Use Regulations," Section 8.4.2 "Location" and Section 8.4.3 "Height" be deleted in its entirety.

SECTION 2: That the following section of Concord Development Ordinance (CDO) Article 8 "Use Regulations," Section 8.4.2 "Location" and Section 8.4.3 "Height" be rewritten as follows:

8.4.2. LOCATION

- A. Accessory structures shall be required meet the setback standards for accessory structures as set forth in Section 7.6.3 Dimensional and Density Standards. Accessory structures may be located within a setback yard for principal structures and shall be regulated in accordance with the standards below. No accessory structure shall be located less than 36 inches from the exterior wall of the principal structure. Structures that are located closer than 36 inches shall be considered as additions to the principal structure and shall conform to all applicable setbacks.
- B. For residential lots not exceeding two (2) acres, detached accessory structures shall not be located in the front yard. Detached accessory structures may be built in the required rear yard but such accessory structures shall not occupy more than thirty (30%) percent of the required rear yard and shall not be closer than five feet to any side or rear lot line or setback line.
- C. For residential lots exceeding two (2) acres, detached accessory structures may be located in the front yard but not closer than seventy-five feet (75') from the front property line/street right-of-way. Detached accessory structures may be closer than the distance specified above if they are not visible from a public street.
- D. The location of permitted non-residential accessory structures shall be governed by the same dimensional regulations as set forth for the principal use structure(s).
- E. Accessory structures on double frontage lots shall not be closer to either street than the required front yard setback.

8.4.3. HEIGHT

- A. Accessory structures shall not exceed fifteen (15) feet in height, where the accessory structure complies with the minimum accessory structure setback as specified in Table 7.6.2.B. The accessory structure may be two stories in height if the accessory structure complies with the minimum principal structure setback as specified in Table 7.6.2.B.

SECTION 3: That all remaining Articles and Sections of this Ordinance be renumbered to include the newly created Articles and Sections.

SECTION 4: That this Ordinance be effective immediately upon adoption.

Adopted in this May 11, 2023.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

ATTEST:

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

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

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



RESOLUTION OF INTENT

WHEREAS, G.S. 160A-299 authorizes the City Council to close public streets and alleys;  
and

WHEREAS, the City Council considers it advisable to conduct a public hearing for the purpose of giving consideration to the closure of an unopened portion of an alley parallel to Corban Avenue, SE as more specifically set forth below:

NOW, THEREFORE, BE IT RESOLVED by the City Council that:

(1) A meeting will be held at 6:00 p.m. on the 11<sup>th</sup> day of May, 2023 at the City Hall Council Chambers, 35 Cabarrus Ave. W, Concord, NC to consider a resolution on the closure of the area described as follows:

Lying and being in the City of Concord, Cabarrus County, North Carolina and being more particularly described as follows:

Beginning at #4 rebar at property belonging to Charles Stapleton and wife Stephanie Stapleton Lot 6 MB 1 PG 36 Tract 1 DB 13064 PG 274 5630-17-2806 traveling 226.42 feet N 86° 03' 56" W to #4 rebar, thence traveling 15.27 feet N 03° 27' 03" to a stake at the corner of property Charles Stapleton and wife Stephanie Stapleton lots 14-17 MB 1 PG 36 Tracts 3 & 4 DB 13064 Pg 274 5630-180077, 5630-18-2007, thence traveling 225.18 feet S 85° 31' 42" W to a stake, thence traveling 14.97 feet S 01° 48' 50" E to the beginning # 4 rebar

(2) The City Clerk is hereby directed to publish this Resolution of Intent once a week for four successive weeks in The Independent Tribune or other newspaper of general circulation in the area.

(3) The City Clerk is further directed to transmit by registered or certified mail to each owner of property abutting upon that portion of said street a copy of this Resolution of Intent.

(4) The City Clerk is further directed to cause adequate notices of this Resolution of Intent and the scheduled public hearing to be posted as required by G.S. 160A-299.

Adopted this 11<sup>th</sup> day of May, 2023.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

ATTEST:

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

WILKINSON CT SE

Subject right-of-way

HOPKINS ST SE

CORBAN AVE SE

HUDSON ST SE

ST SE

Point of Beginning (POB) E 1521502.48, N 607962.50

Edge Table

Edge	Bearing & Distance
E1	N86°03'56"W for 226.42'
E2	N03°27'03"W for 15.27'
E3	S85°32'42"E for 225.18'
E4	S01°48'50"E for 14.7'

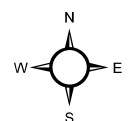
THIS MAP IS NOT A CERTIFIED SURVEY and has not been reviewed by a local government agency for compliance with any applicable land development regulations.



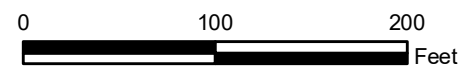
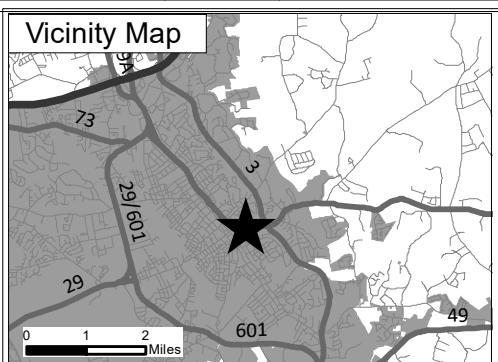
# Right-of-Way Map City of Concord, NC

## Legend

- Mapped Legal Description
- Parcel Boundaries
- Street Centerline
- Railroads



## Hopkins St SE Right-of-way Proposed Closure



1 inch = 100 feet

Coordinate System: NAD 1983 State Plane NC FIPS 3200

Map prepared by City of Concord  
Planning & Neighborhood Development Department



Petition for Closure of Right-of-Way
(Type or print in black ink)

Applicant: Charles Stapleton Date: 2/27/23
Applicant's address: 4779 Rocky River Rd Concord NC 28027

Applicant's telephone: Home: 704-791-5244 Work: 704-791-5244

Location of right-of-way proposed for closure (name, paved, unpaved, etc.):
Along backside of PIN# 56301820070000 unpaved
56301800770000

List all adjoining property owners, other than applicant (use additional page, if necessary):

Name: Charles Stapleton Address: 125/127 Corban Ave SE Concord, NC 28025
Name: CIOK; Christopher / MARCISSE Address: 123 Corban Ave SE Concord NC 28025
Name: Charles Stapleton Address: 129 Corban Ave SE Concord NC 28025
Name: DENG XINYUAN Address: HAN LISUAN 121 Corban Ave SE Concord NC 28025

Reason for Petition for Closure of Right-of-Way: City abandonment
To be conveyed to Greenway Village project.

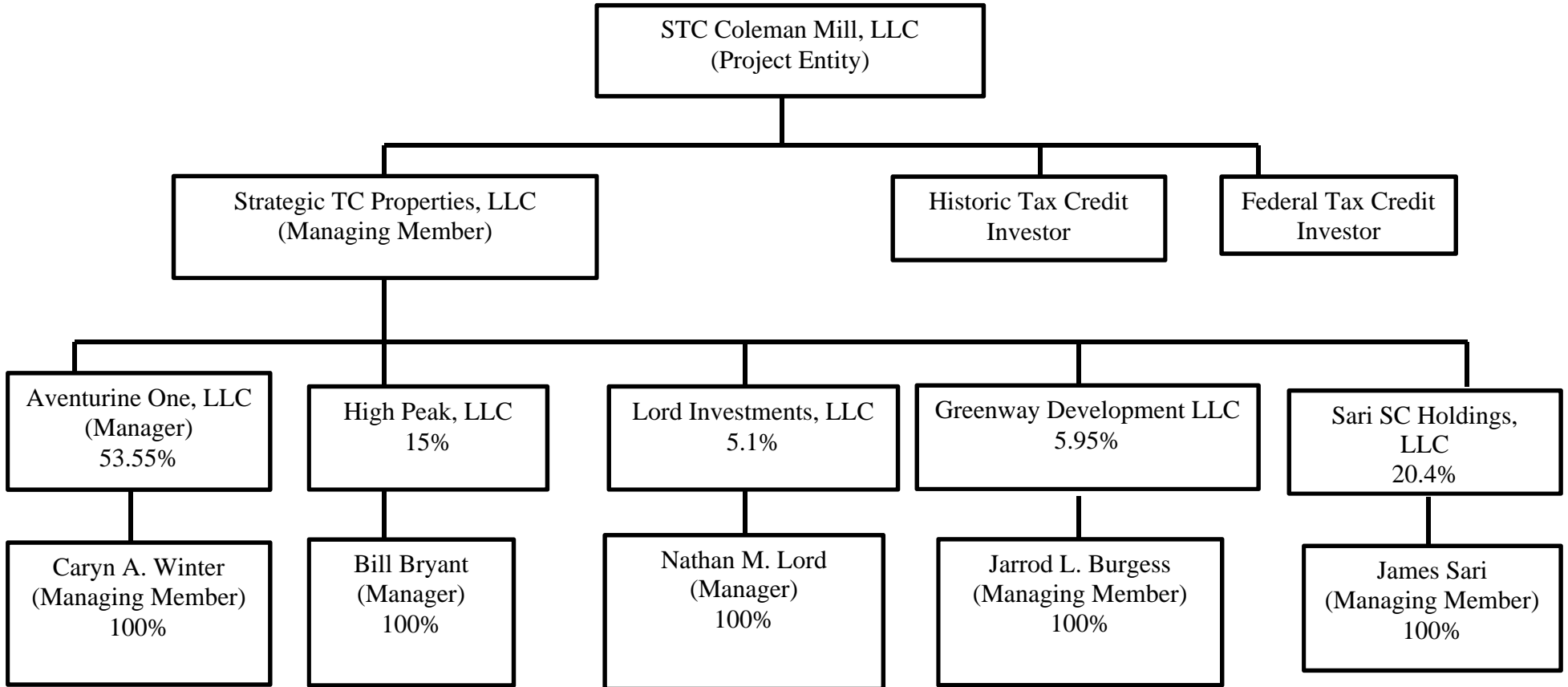
Signature(s) of applicant(s): [Signature] Date: 2/27/23
Date:
Date:
Date:

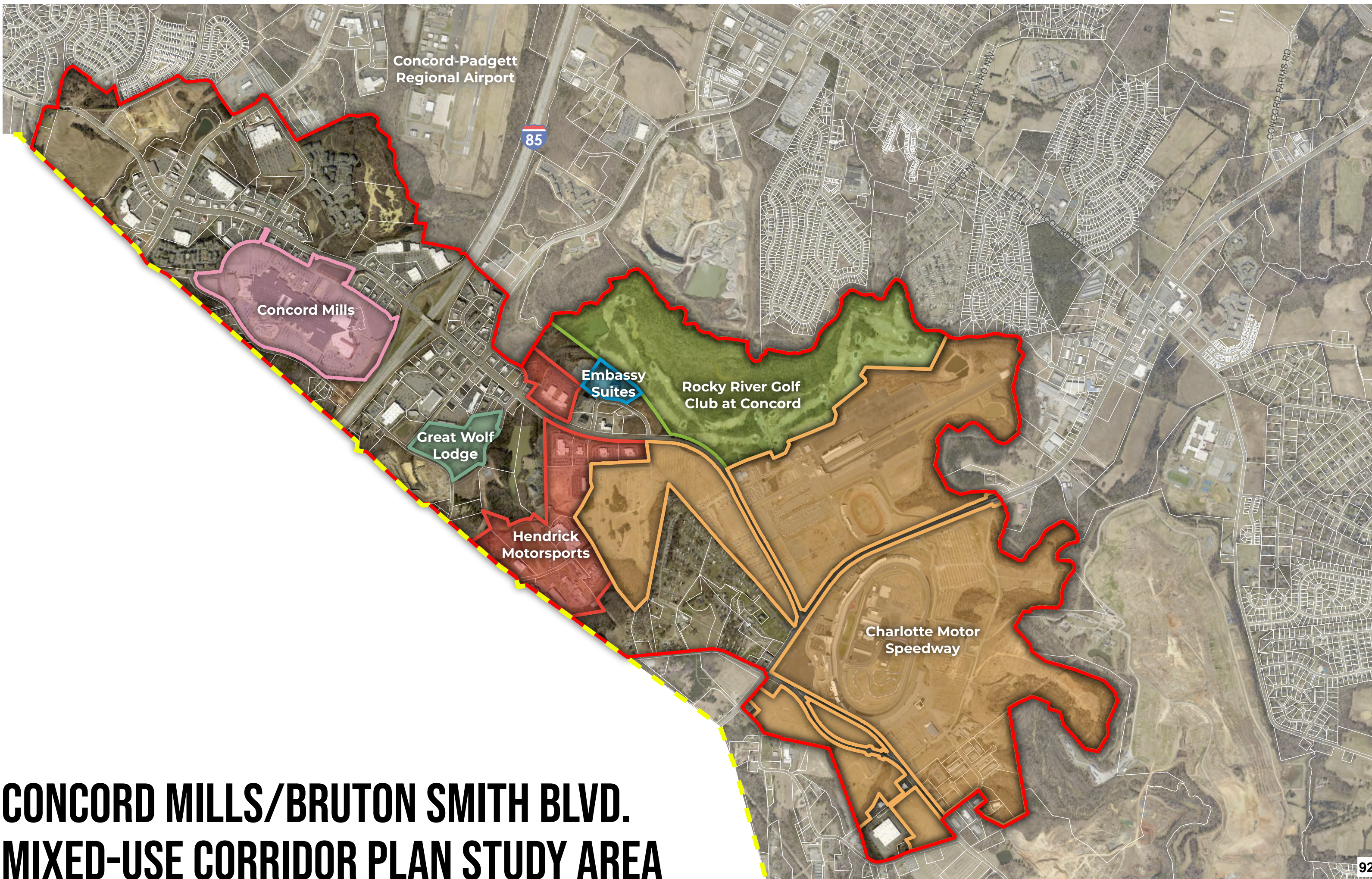
- Required Attachments/Submittals:
1. Legal petition (boundary description)
2. Tax map with subject right-of-way delineated
3. Filing fee (check payable to City of Concord) - see the Official Fee Schedule for the applicable fee.
4. Cabarrus County Land Records print-out of names and addresses of all immediately adjacent

Please submit this application to the Planning & Neighborhood Development Department

Staff Use Only:
Fee: \$ 300.00 Received by: WILLIAM ELLIS Date: 3/21/2023

**Organizational Chart  
Coleman Mill Lofts**





Concord-Padgett  
Regional Airport

85

Concord Mills

Embassy  
Suites

Rocky River Golf  
Club at Concord

Great Wolf  
Lodge

Hendrick  
Motorsports

Charlotte Motor  
Speedway

# CONCORD MILLS/BRUTON SMITH BLVD. MIXED-USE CORRIDOR PLAN STUDY AREA



RESOLUTION AUTHORIZING NEGOTIATED PURCHASE  
OR EMINENT DOMAIN TO ACQUIRE PROPERTY

WHEREAS, the City Council for the City of Concord, North Carolina, hereby determines that it is necessary and in the public interest to acquire a variable width permanent utility easement on the real property parcel identified and defined, as follows:

Variable Width Permanent Utility Easement:

Lying and being in the City of Concord, No. 11 Township, Cabarrus County, North Carolina, crossing Lots 5 and 6 and the "Jim Sossman" lot of Block 'B' of the W. E. Litaker Estate (Map Book 10 Page 56) Deed Book 2694, Page 71 (PIN: 5529-93-4505; Real ID: 11-034-0007.00) as recorded among the Cabarrus County Register of Deeds; and being more particularly described as follows:

Beginning at an IRON FOUND on the east side Public Right of Way of Zion Church Road (S.R. 1155) at the intersection of said Public Right of Way and the common corner of Lots 6 and 7 of Block 'B' of the aforesaid W. E. Litaker Estate (Map Book 10 Page 56) said IRON FOUND being further described as having Ground Coordinates of N: 593,776.91', E: 1,529,185.45' and being situated South 07°52'03" West 6,219.34 feet (ground) from NCGS Monument "PENNEY" and being the POINT OF BEGINNING (POB) of the property to be described herein; thence leaving the POINT OF BEGINNING (POB) and running along the common line of the aforesaid Lots 6 and 7

1. South 76°41'23" East 34.34 feet to a COMPUTED POINT on said common line; thence leaving said common line and running across the aforesaid Lots 5 and 6 and the "Jim Sossman lot; and
2. South 12°38'26" East 374.59 feet to a COMPUTED POINT on the common line of said "Jim Sossman" lot and Lot 4 of Block 'B', said COMPUTED POINT being further described as being situated North 72°05'02" West 212.82 feet from an existing AXLE FOUND at the southeast common corner of the aforesaid "Jim Sossman" lot and Lot 4 of Block 'B'; thence running along the common line of the "Jim Sossman" lot and Lot 4 of Block 'B'; and
3. North 72°05'02" West 36.74 feet to a COMPUTED POINT on the aforesaid east side Public Right of "Way of Zion Church Road (S.R. 1155); thence running along said Public Right of Way; and
4. North 12°31'23" West 370.94 feet to the Point of Beginning and containing 11,658 square feet or 0.268 acres of land, more or less, as shown on map titled, "Easement Plat. Crossing the Property of Rodney P. Barrell," dated April 22, 2022 by the City of concord Engineering Department and is attached as Exhibit A for further reference.

WHEREAS, the variable width permanent utility easement currently owned by Rodney P. Barrell, is being acquired for the purpose of the construction of water infrastructure improvements along with all fixtures and appurtenances; and

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

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

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

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

Adopted this \_\_\_\_\_ day of May, 2023.

ATTEST:

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

By: \_\_\_\_\_  
William "Bill" Dusch, Mayor

[SEAL]

RESOLUTION AUTHORIZING NEGOTIATED PURCHASE  
OR EMINENT DOMAIN TO ACQUIRE PROPERTY

WHEREAS, the City Council for the City of Concord, North Carolina, hereby determines that it is necessary and in the public interest to acquire a variable width permanent utility easement on the real property parcel identified and defined, as follows:

Variable Width Permanent Utility Easement:

Lying and being in No. 11 Township, Cabarrus County, North Carolina, crossing Lots 12 thru 15 Block 'C' of the W. E. Litaker Estate (Map Book 10 Page 56) Deed Book 11454, Page 209 (PIN: 5529-94-1370) (Real ID: 11-034-0014.40 as recorded among the Cabarrus County Register of Deeds; and being more particularly described as follows:

Beginning at an PIPE FOUND located on the east side of Public Right of Way line of Zion Church Road (S.R. 1155) at the common corner of Lots 15 and 16 of Block 'C', said PIPE FOUND being further described as having NC (NAD 83/2011) Ground Coordinates of N: 594,337.07', E: 1,529,079.30' and being located South 09°42'05" West 5,681.89 feet (ground) from NCGS Monument "PENNEY" and being the POINT OF BEGINNING (POB) of the property to be described herein; thence leaving the POINT OF BEGINNING (POB) and running along the common line of the aforesaid Lots 15 and 16 of Block 'C'

1. South 89°45'09" East 32.40 feet to a COMPUTED POINT said COMPUTED POINT being further described as being situated on the common line of the aforesaid Lots 15 and 16 and also being the following two (2) calls, from an existing IRON FOUND on the rear line of the aforesaid Lot 15

- North 00°30'55" East 6.26 feet to a COMPUTED POINT at the common rear corner of said Lots 15 and 16 of Block 'C'; thence running along the common line of said Lots 15 and 16 of Block 'C'
- North 89°45'09" West 148.10 feet to the COMPUTED POINT; thence leaving said line and running across the aforesaid Lots 12 thru 15 of Block 'C'

2. South 04°29'43" East 98.92 feet to a COMPUTED POINT situated on the common line of Lots 11 and 12 of Block 'C'; thence running with said common line

3. South 87°56'46" West 37.08 feet to an existing BENT IRON FOUND on the aforesaid east side of Public Right of Way line of Zion Church Road (S.R. 1155); thence running with said Public Right of Way

4. North 02°52'45" West 50.00 feet to a COMPUTED POINT; thence continuing with said Public Right of Way

5. North 00°39'51" West 50.15 feet to the Point of Beginning and containing 3,502 square feet or 0.080 acres of land, more or less, as shown on map titled, "Easement Plat, Crossing the Property of Christal T. Layton," dated April 22, 2022 by the City of Concord Engineering Department and is attached as Exhibit A for further reference.

WHEREAS, the variable width permanent utility easement currently owned by Christal T. Layton, is being acquired for the purpose of the construction of water infrastructure improvements along with all fixtures and appurtenances; and

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

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

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

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

Adopted this \_\_\_\_\_ day of May, 2023.

ATTEST:

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

By: \_\_\_\_\_  
William "Bill" Dusch, Mayor

[SEAL]

RESOLUTION AUTHORIZING NEGOTIATED PURCHASE  
OR EMINENT DOMAIN TO ACQUIRE PROPERTY

WHEREAS, the City Council for the City of Concord, North Carolina, hereby determines that it is necessary and in the public interest to acquire variable width permanent utility easements on the real property parcels identified and defined, as follows:

Variable Width Permanent Utility Easement No. 2 (P/O PIN 5529-94-14-1470):

Lying and being in the City of Concord, No. 11 Township, Cabarrus County, North Carolina, crossing Lots 16 thru 19 Block 'C' of the W. E. Litaker Estate (Map Book 10 Page 56) Deed Book 505, Page 514 (PIN: 5529-94-1470; Real ID: 11-034-0014.20) as recorded among the Cabarrus County Register of Deeds; and being more particularly described as follows:

Beginning at a COMPUTED POINT located on the east side Public Right of Way line of Zion Church Road (S.R. 1155) at the common corner of Lots 19 and 20 of Block 'C', said COMPUTED POINT being further described as having Ground Coordinates of N: 594,440.57', E: 1,529,081.41' and being located South 09°51'33" West 5,579.53 feet (ground) from NCGS Monument "PENNEY" and being the POINT OF BEGINNING (POB) of the property to be described herein; thence leaving the POINT OF BEGINNING (POB) and running along the common line of the aforesaid Lots 19 and 20 of Block 'C'

1. South 85°51'54" East 35.01 feet to a COMPUTED POINT; thence leaving said common line and running across said Lots 16 thru 19 of Block 'C'
2. South 02°36'50" West 101.22 feet to a COMPUTED POINT situated on the common line of Lots 15 and 16 of Block 'C'; thence running with said common line
3. North 89°45'09" West 32.40 feet to an existing PIPE FOUND on the aforesaid east side Public Right of Way line of Zion Church Road (S.R. 1155) at a common corner of the aforesaid Lots 15 and 16; thence running with said Public Right of Way
4. North 00°01'06" West 49.84 feet to a COMPUTED POINT at the common corner of the aforesaid Lots 17 and 18; thence continuing along said Public Right of Way
5. North 02°15'37" East 53.70 feet to the Point of Beginning and containing 3,501 square feet or 0.080 acres of land, more or less as shown on map titled, "Easement Plat. Crossing the Property of Brenda Deese," dated April 22, 2022 by the City of Concord Engineering Department and is attached as Exhibit A for further reference.

Variable Width Permanent Utility Easement No. 1 (P/O PIN 5529-94-1575):

Lying and being in the City of Concord, No. 11 Township, Cabarrus County, North Carolina, crossing Lots 20 thru 32 Block 'C' of the W. E. Litaker Estate (Map Book 10 Page 56) Deed Book 428, Page 625 (PIN: 5529-94-1575; Real ID: 11-034-0014.00) as recorded among the Cabarrus County Register of Deeds; and being more particularly described as follows:

Beginning at an existing BENT IRON FOUND at the intersection of the east side Public Right of Way line of Zion Church Road (S.R. 1155) with the south side Public Right of Way line of Litaker Lane Drive, said BENT IRON FOUND being further described as being the northwest corner of the aforesaid Lot 32 of Block 'C', having Ground Coordinates of N: 594,816.15', E: 1,529,141.45' and being located South 09°54'57" West 5,199.22 feet (ground) from NCGS Monument "PENNEY" and also being the POINT OF BEGINNING (POB) of the property to be described herein; thence leaving the POINT OF BEGINNING (POB) and running along the aforesaid south side Public Right of Way line of Litaker Lane Drive

1. South 25°08'20" East 53.43 feet to a COMPUTED POINT situated on said Public Right of Way line; thence leaving said Public Right of Way line and running across the aforesaid Lots 20 thru 32 of Block 'C'; thence
2. South 09°01'06" West 263.04 feet to a COMPUTED POINT; thence
3. South 05°23'04" West 70.26 feet to a COMPUTED POINT situated on the common line of Lots 19 and 20 of Block 'C'; thence running along said common line
4. North 85°51'54" West 35.01 feet to a COMPUTED POINT situated on the aforesaid east side Public Right of Way line of Zion Church Road (S.R. 1155); thence running with said Public Right of Way
5. North 09°04'58" East 380.35 feet to the Point of Beginning and containing 10,946 square feet or 0.251 acres of land, more or less., as shown on map titled, "Easement Plat. Crossing the Property of Brenda Deese," dated April 22, 2022 by the City of Concord Engineering Department and is attached as Exhibit B for further reference.

WHEREAS, the variable width permanent utility easements currently owned by Brenda S. Deese (widow), are being acquired for the purpose of the construction of water infrastructure improvements along with all fixtures and appurtenances; and

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

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

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

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

Adopted this \_\_\_\_\_ day of May, 2023.

ATTEST:

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

By: \_\_\_\_\_  
William "Bill" Dusch, Mayor

[SEAL]

RESOLUTION AUTHORIZING NEGOTIATED PURCHASE  
OR EMINENT DOMAIN TO ACQUIRE PROPERTY

WHEREAS, the City Council for the City of Concord, North Carolina, hereby determines that it is necessary and in the public interest to acquire variable width permanent utility easements on the real property parcels identified and defined, as follows:

Variable Width Permanent Utility Easement No. 1 (P/O PIN 5529-93-3929):

Lying and being in the City of Concord, No. 11 Township, Cabarrus County, North Carolina, crossing Lots 1 thru 3, Block 'C' of the W. E. Litaker Estate (Map Book 10 Page 56) Deed Book 9271, Page 298 (PIN: 5529-93-3929; Real ID: 11-034-0011.00) as recorded among the Cabarrus County Register of Deeds; and being more particularly described as follows:

BEGINNING at a COMPUTED POINT situated on the East side of the Public Right of Way line of Zion Church Road (S.R. 1155) at the common corner of Lots 3 and 4 of Block 'C', said COMPUTED POINT being further described as having Ground Coordinates of N: 594,042.23'. E: 1,529,124.95' and being situated South 08°47'31" West 5,965.57 feet (ground) from NCGS Monuments "PENNY" and being the POINT OF BEGINNING (POB) of the property described herein; thence leaving the POINT OF BEGINNING (POB) and running along the common line of the aforesaid Lots 3 and 4 and running across Lots 1 thru 3 of Block 'C'

1. North 86°57'48" East 32.30 feet to a COMPUTED POINT on said common line, said COMPUTED POINT being further described as being South 86°57'48" West 188.065 feet from an existing PIPE FOUND and the common corner of Lots 3,4, 65, and 37 of Block 'C'; thence leaving the common line of Lots 3 and 4 and running across Lots 1 thru 3 of Block 'C'
2. South 12°38'26" East 43.80 feet to a COMPUTED POINT; thence
3. South 14°43'46" East 42.11 feet to a COMPUTED POINT at the line of the aforesaid Lot 1 of Block 'C' on the North side of the Public Right of Way line of Optimist Club Drive (a.k.a. Central Drive – Map Book 10 Page 56); thence running along said Public Right of Way line of Optimist Club Drive
4. North 71°04'02" West 36.04 feet to a COMPUTED POINT at the intersection of the East side of the Public Right of Way line of Zion Church Road (S.R. 155) and the aforesaid North side of the Public Right of Way of Optimist Club Drive (a.k.a. Central Drive – Map Book 10 Page 56); thence running along the aforesaid East side of Public Right of Way line of Zion Church Road (S.R. 155)
5. North 14°45'08" West 72.44 feet to the Point of Beginning and containing 2.416 square feet or 0.055 acres of land, more or less, as shown on map titled, "Easement Plat. Crossing the Property of William Gerald Harvell and wife, Carolyn M. Harvell," dated April 22, 2022 by the City of Concord Engineering Department and is attached as Exhibit A for further reference.

Variable Width Permanent Utility Easement No. 2 (P/O PIN 5529-94-2101):

Lying and being in the City of Concord, No. 11 Township, Cabarrus County, North Carolina, crossing Lots 4 thru 7 Block 'C' of the W. E. Litaker Estate (Map Book 10 Page 56) Deed Book 11750, Page 136 (PIN: 5529-94-2101) (Real ID: 11-034-0014.10) as recorded among the Cabarrus County Register of Deeds; and being more particularly described as follows:

Beginning at an IRON FOUND located on the east side of Public Right of Way line of Zion Church Road (S.R. 1155) at the common corner of Lots 7 and 8 of Block 'C', said IRON FOUND being further described as having Ground Coordinates of N: 594,138.90', E: 1,529,099.50' and being situated South 09°10'53" West 5,874.06 feet (ground) from NCGS Monument "PENNEY" and being the POINT OF BEGINNING (POB) of the

property to be described herein; thence leaving the POINT OF BEGINNING (POB) and running along said common line of the aforesaid Lots 7 and 8 of Block 'C'

1. North 86°56'15" East 36.92 feet to a COMPUTED POINT, said COMPUTED POINT being further described as being situated South 86°56'15" West 153.47 feet from an existing IRON FOUND at the rear common corner of the aforesaid Lots 7 and 8; thence leaving the aforesaid common line and running across the aforesaid Lots 4 thru 7

2. South 12°07'56" East 99.14 feet to a COMPUTED POINT situated on the common line of Lots 3 and 4 of Block 'C', said COMPUTED POINT being further described as being situated South 86°57'48" West 155.78 feet from an existing PIPE FOUND at the rear common corner of the aforesaid Lots 3, 4, 37 and 65 OF Block 'C'; thence running along the common line of the aforesaid Lots 3 and 4

3. South 86°57'48" West 32.30 feet to a COMPUTED POINT situated on the aforesaid east side of Public Right of Way line of Zion Church Road (S.R. 1155); thence running along said Public Right of Way line

4. North 14°45'08" West 99.96 feet to the Point of Beginning and containing 3,388 square feet or 0.078 acres of land, more or less, as shown on map titled, "Easement Plat. Crossing the Property of William Gerald Harvell and wife, Carolyn M. Harvell," dated April 22, 2022 by the City of Concord Engineering Department and is attached as Exhibit B for further reference.

WHEREAS, the variable width permanent utility easements currently owned by William Gerald Harvell and wife, Carolyn M. Harvell, are being acquired for the purpose of the construction of water infrastructure improvements along with all fixtures and appurtenances; and

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

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

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

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

Adopted this \_\_\_\_\_ day of May, 2023.

ATTEST:

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

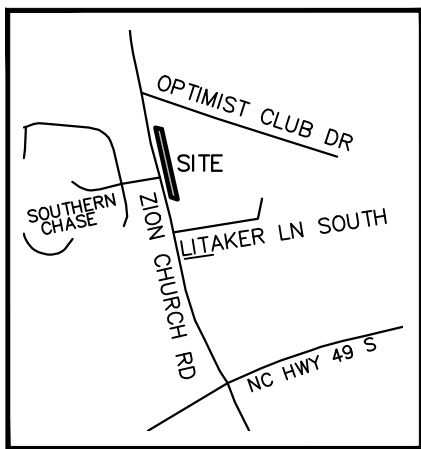
By: \_\_\_\_\_  
Kim J. Deason, City Clerk

By: \_\_\_\_\_  
William "Bill" Dusch, Mayor

[SEAL]



# EXHIBIT A (Resolution - Barrell)



VICINITY MAP  
NO SCALE

## CERTIFICATE OF SURVEY AND ACCURACY

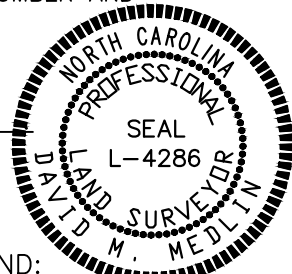
STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, DAVID M. MEDLIN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BASED ON THE DEED DESCRIPTIONS, AS NOTED HEREON; THAT THE RATIO OF CLOSURE IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN THE DEEDS REFERENCED HEREON AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE 47-30.2, AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS THE 19th DAY OF MAY, A.D., 2022.

*David Medlin*

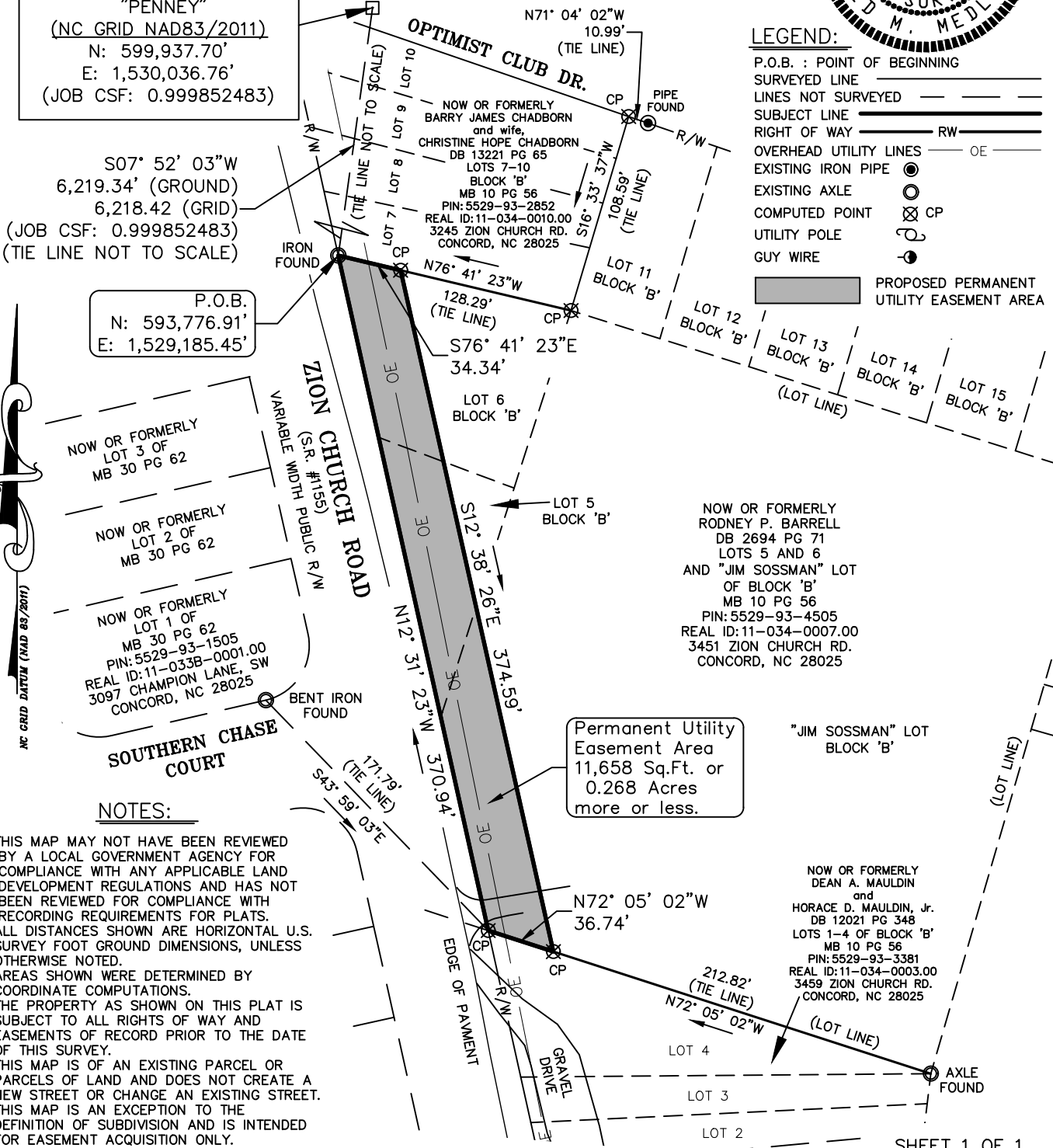
DAVID M. MEDLIN  
PROFESSIONAL LAND SURVEYOR  
NORTH CAROLINA REG. NO. L-4286



NCGS MONUMENT  
"PENNEY"  
(NC GRID NAD83/2011)  
N: 599,937.70'  
E: 1,530,036.76'  
(JOB CSF: 0.999852483)

### LEGEND:

- P.O.B. : POINT OF BEGINNING
- SURVEYED LINE
- LINE NOT SURVEYED
- SUBJECT LINE
- RIGHT OF WAY
- OVERHEAD UTILITY LINES
- EXISTING IRON PIPE
- EXISTING AXLE
- COMPUTED POINT
- UTILITY POLE
- GUY WIRE
- PROPOSED PERMANENT UTILITY EASEMENT AREA



P.O.B.  
N: 593,776.91'  
E: 1,529,185.45'

Permanent Utility Easement Area  
11,658 Sq.Ft. or  
0.268 Acres  
more or less.

### NOTES:

1. THIS MAP MAY NOT HAVE BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
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3. AREAS SHOWN WERE DETERMINED BY COORDINATE COMPUTATIONS.
4. THE PROPERTY AS SHOWN ON THIS PLAT IS SUBJECT TO ALL RIGHTS OF WAY AND EASEMENTS OF RECORD PRIOR TO THE DATE OF THIS SURVEY.
5. THIS MAP IS OF AN EXISTING PARCEL OR PARCELS OF LAND AND DOES NOT CREATE A NEW STREET OR CHANGE AN EXISTING STREET.
6. THIS MAP IS AN EXCEPTION TO THE DEFINITION OF SUBDIVISION AND IS INTENDED FOR EASEMENT ACQUISITION ONLY.

PLAT PREPARED BY:

THE CITY OF CONCORD  
ENGINEERING DEPARTMENT  
635 ALFRED BROWN JR. COURT, SW  
CONCORD, N.C. 28026-0308  
(704) 920-5420 FAX (704) 786-4521  
WWW.CONCORDNC.GOV/ENGINEERING

DRAWN BY: DMM	CHECKED BY: JS	REVISED:
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### EASEMENT PLAT

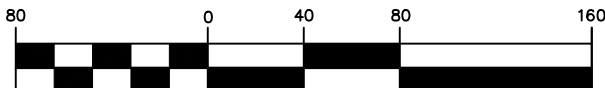
CROSSING THE PROPERTY OF:

RODNEY P. BARRELL

3451 ZION CHURCH ROAD CONCORD, NC 28025  
DEED BOOK 2694 PAGE 71

PIN: 5529-93-4505; REAL ID: 11-034-0007.00  
No. 11 TOWNSHIP OF CABARRUS COUNTY, N.C.

SCALE: 1" = 80' DATE: APRIL 22, 2022

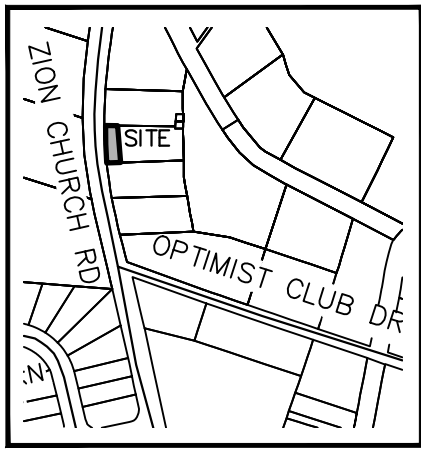


G:\ENG\SURVEY PROJECTS\2020\2020-077 ZION CHURCH WL\DWG FILES\2020-077 ZION CHURCH WL-BARRELL-3451 ZION.DWG

SHEET 1 OF 1



# EXHIBIT A- Resolution for Layton; PIN 5529-94-1370



VICINITY MAP  
NO SCALE

## CERTIFICATE OF SURVEY AND ACCURACY

STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, DAVID M. MEDLIN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BASED ON THE DEED DESCRIPTIONS, AS NOTED HEREON; THAT THE RATIO OF CLOSURE IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN THE DEEDS REFERENCED HEREON AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE 47-30.2, AS AMENDED.

WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS THE 19th DAY OF MAY, A.D., 2022.

*David Medlin*

DAVID M. MEDLIN  
PROFESSIONAL LAND SURVEYOR  
NORTH CAROLINA REG. NO. L-4286



NCGS MONUMENT  
"PENNEY"  
(NC GRID NAD83/2011)  
N: 599,937.70'  
E: 1,530,036.76'  
(JOB CSF: 0.999852483)

P.O.B.  
N: 594,337.07'  
E: 1,529,079.30'

Permanent Utility  
Easement Area  
3,502 Sq.Ft. or  
0.080 Acres  
more or less.

APPROX. LOCATION OF  
EDGE OF PAVEMENT

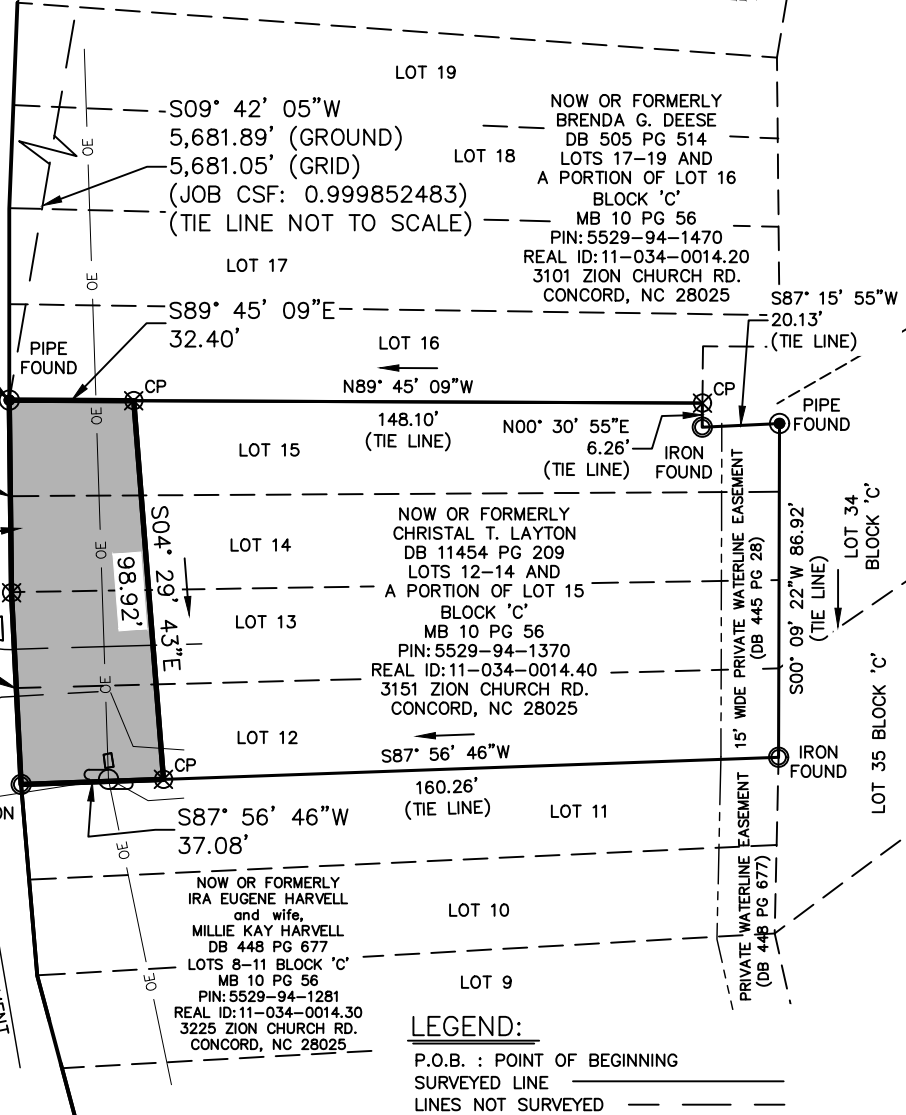
EXISTING  
DRIVE

ZION CHURCH ROAD  
(S.R. #1155)  
VARIABLE WIDTH  
PUBLIC R/W

EDGE OF PAVEMENT

### NOTES:

1. THIS MAP MAY NOT HAVE BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
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6. THIS MAP IS AN EXCEPTION TO THE DEFINITION OF SUBDIVISION AND IS INTENDED FOR EASEMENT ACQUISITION ONLY.



### LEGEND:

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- SURVEYED LINE
- LINES NOT SURVEYED
- SUBJECT LINE
- RIGHT OF WAY
- OVERHEAD UTILITY LINES
- EXISTING IRON PIPE
- EXISTING IRON FOUND
- COMPUTED POINT
- UTILITY POLE
- GUY WIRE
- PROPOSED PERMANENT UTILITY EASEMENT AREA

SHEET 1 OF 1

PLAT PREPARED BY:

THE CITY OF CONCORD  
ENGINEERING DEPARTMENT  
635 ALFRED BROWN JR. COURT, SW  
CONCORD, N.C. 28026-0308  
(704) 920-5420 FAX (704) 786-4521  
WWW.CONCORDNC.GOV/ENGINEERING

DRAWN BY: DMM	CHECKED BY: JS	REVISED:
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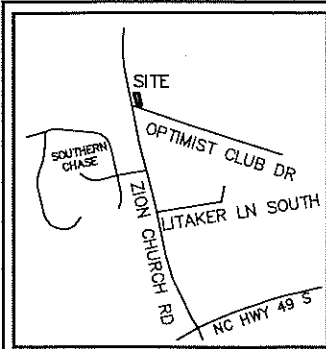
EASEMENT PLAT  
CROSSING THE PROPERTY OF:  
CHRISTAL T. LAYTON

3151 ZION CHURCH ROAD CONCORD, NC 28025  
DEED BOOK 11454 PAGE 209  
PIN: 5529-94-1370; REAL ID: 11-034-0014.40  
No. 11 TOWNSHIP OF CABARRUS COUNTY, N.C.  
SCALE: 1"= 50' DATE: APRIL 22, 2022



G:\ENG\SURVEY PROJECTS\2020\2020-077 ZION CHURCH WL\DWG FILES\2020-077 ZION CHURCH WL-LAYTON-3151 ZION.DWG

EXHIBIT A - Resolution for W & C Harvell; PIN 5529-93-3929



VICINITY MAP  
NO SCALE

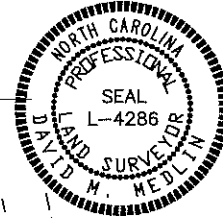
CERTIFICATE OF SURVEY AND ACCURACY  
STATE OF NORTH CAROLINA, CABARRUS COUNTY

I, DAVID M. MEDLIN, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE UNDER MY SUPERVISION BASED ON THE DEED DESCRIPTIONS, AS NOTED HEREON; THAT THE RATIO OF CLOSURE IS 1:10,000+; THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN THE DEEDS REFERENCED HEREON AND THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH GENERAL STATUTE 47-30.2, AS AMENDED.

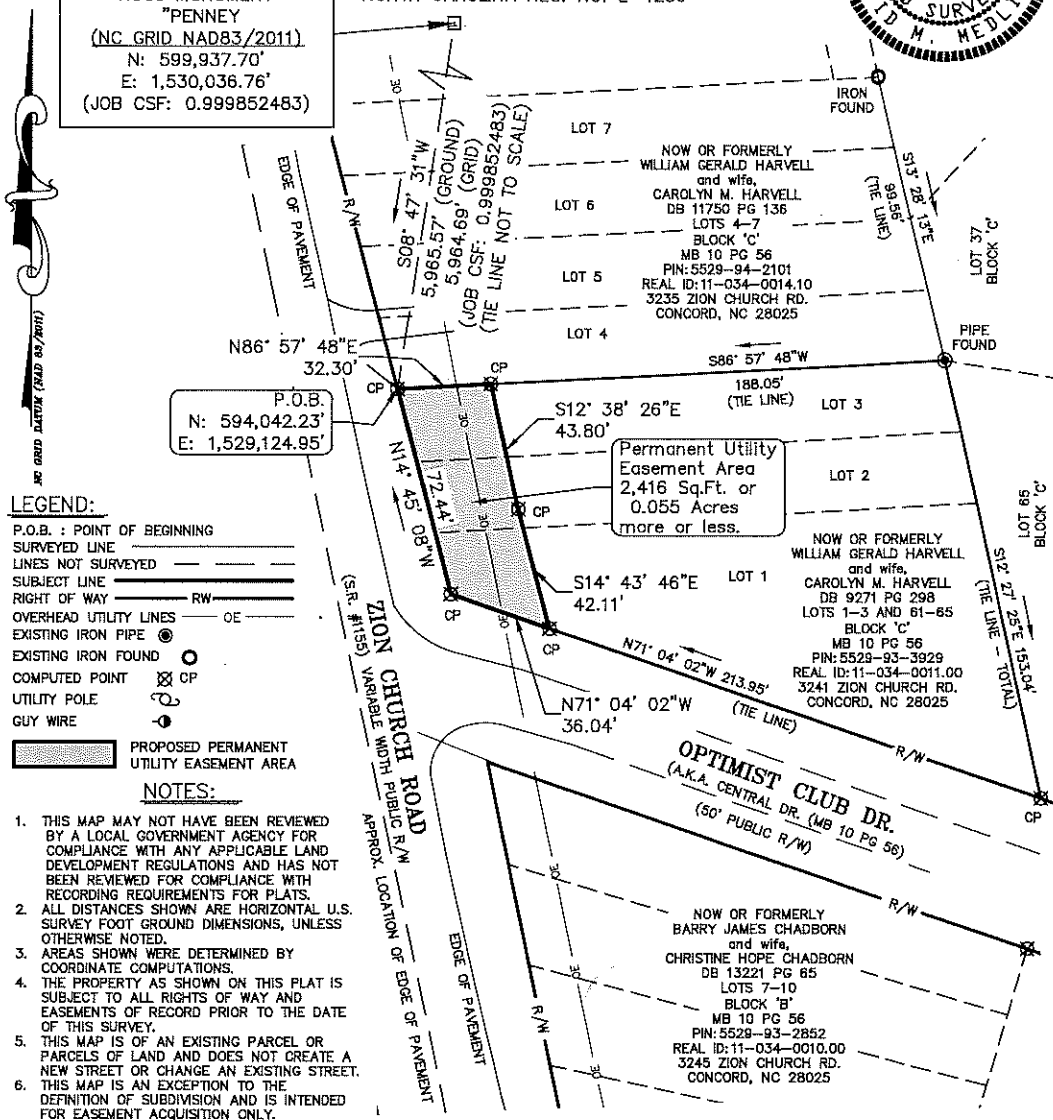
WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS THE 19th DAY OF MAY, A.D., 2022.

*David Medlin*

DAVID M. MEDLIN  
PROFESSIONAL LAND SURVEYOR  
NORTH CAROLINA REG. NO. L-4286



NCGS MONUMENT  
"PENNEY"  
(NC GRID NAD83/2011)  
N: 599,937.70'  
E: 1,530,036.76'  
(JOB CSF: 0.999852483)



- LEGEND:**
- P.O.B. : POINT OF BEGINNING
  - SURVEYED LINE
  - LINE NOT SURVEYED
  - SUBJECT LINE
  - RIGHT OF WAY RW
  - OVERHEAD UTILITY LINES OE
  - EXISTING IRON PIPE
  - EXISTING IRON FOUND
  - COMPUTED POINT CP
  - UTILITY POLE
  - GUY WIRE
  - PROPOSED PERMANENT UTILITY EASEMENT AREA

- NOTES:**
1. THIS MAP MAY NOT HAVE BEEN REVIEWED BY A LOCAL GOVERNMENT AGENCY FOR COMPLIANCE WITH ANY APPLICABLE LAND DEVELOPMENT REGULATIONS AND HAS NOT BEEN REVIEWED FOR COMPLIANCE WITH RECORDING REQUIREMENTS FOR PLATS.
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PLAT PREPARED BY:  
THE CITY OF CONCORD  
ENGINEERING DEPARTMENT  
635 ALFRED BROWN JR. COURT, SW  
CONCORD, N.C. 28026-0308  
(704) 920-5420 FAX (704) 786-4521  
WWW.CONCORDNC.GOV/ENGINEERING

DRAWN BY: DMM	CHECKED BY: JS	REVISED:
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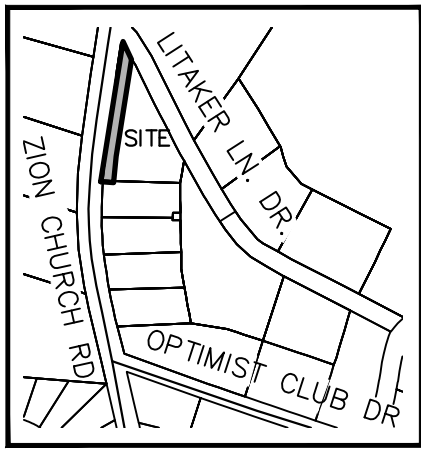
**EASEMENT PLAT**  
CROSSING THE PROPERTY OF:  
WILLIAM GERALD HARVELL and wife,  
CAROLYN M. HARVELL  
3241 ZION CHURCH ROAD CONCORD, NC 28025  
DEED BOOK 9271 PAGE 298  
PIN: 5529-93-3929; REAL ID: 11-034-0011.00  
No. 11 TOWNSHIP OF CABARRUS COUNTY, N.C.  
SCALE: 1"= 50' DATE: APRIL 22, 2022



G:\ENG\SURVEY PROJECTS\2020\2020-077 ZION CHURCH WL\DWG FILES\2020-077 ZION CHURCH WL-HARVELL-3241 ZION.DWG

SHEET 1 OF 1

EXHIBIT A - Resolution for Deese; PIN 5529-94-1575



VICINITY MAP  
NO SCALE

CERTIFICATE OF SURVEY AND ACCURACY

STATE OF NORTH CAROLINA, CABARRUS COUNTY

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*David Medlin*

DAVID M. MEDLIN  
PROFESSIONAL LAND SURVEYOR  
NORTH CAROLINA REG. NO. L-4286



S09° 54' 57"W  
5,199.22' (GROUND)  
5,198.45' (GRID)  
(JOB CSF: 0.999852483)  
(TIE LINE NOT TO SCALE)

P.O.B.  
N: 594,816.15'  
E: 1,529,141.45'

NCGS MONUMENT  
"PENNEY"  
(NC GRID NAD83/2011)  
N: 599,937.70'  
E: 1,530,036.76'  
(JOB CSF: 0.999852483)

LEGEND:

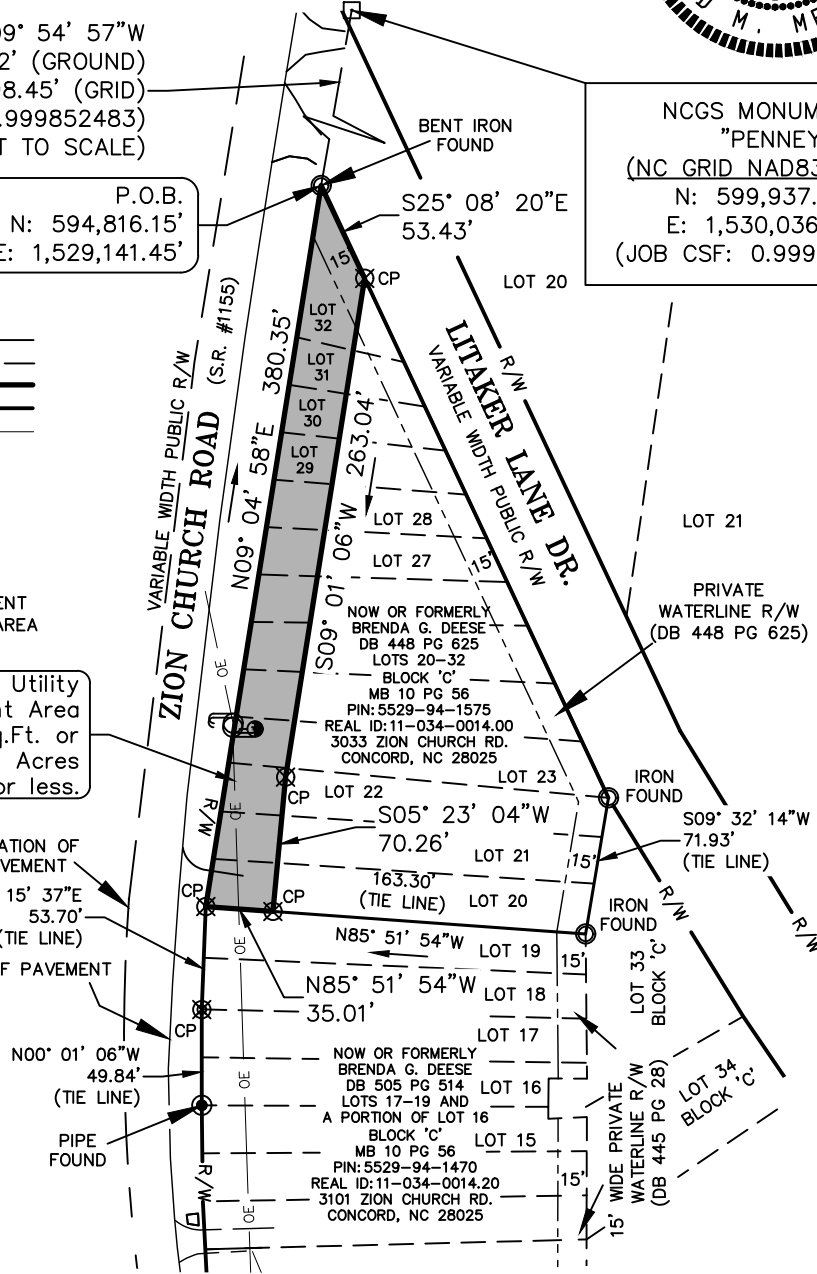
- P.O.B. : POINT OF BEGINNING
- SURVEYED LINE
- LINE NOT SURVEYED
- SUBJECT LINE
- RIGHT OF WAY
- OVERHEAD UTILITY LINES
- EXISTING IRON PIPE
- EXISTING IRON FOUND
- COMPUTED POINT
- UTILITY POLE
- GUY WIRE
- PROPOSED PERMANENT UTILITY EASEMENT AREA

Permanent Utility Easement Area  
10,946 Sq.Ft. or  
0.251 Acres  
more or less.

APPROX. LOCATION OF  
EDGE OF PAVEMENT  
N02° 15' 37"E  
53.70'  
(TIE LINE)

NOTES:

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SHEET 1 OF 1

PLAT PREPARED BY:

THE CITY OF CONCORD  
ENGINEERING DEPARTMENT  
635 ALFRED BROWN JR. COURT, SW  
CONCORD, N.C. 28026-0308  
(704) 920-5420 FAX (704) 786-4521  
WWW.CONCORDNC.GOV/ENGINEERING

DRAWN BY: DMM	CHECKED BY: JS	REVISED:
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EASEMENT PLAT

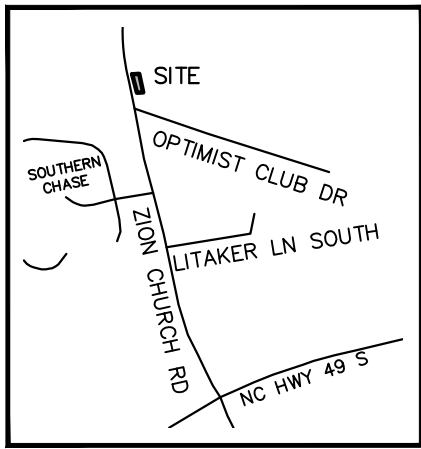
CROSSING THE PROPERTY OF:

BRENDA G. DEESE

3033 ZION CHURCH ROAD CONCORD, NC 28025  
DEED BOOK 448 PAGE 625  
PIN: 5529-94-1575; REAL ID: 11-034-0014.00  
No. 11 TOWNSHIP OF CABARRUS COUNTY, N.C.  
SCALE: 1" = 100' DATE: APRIL 22, 2022



G:\ENG\SURVEY PROJECTS\2020\2020-077 ZION CHURCH WL\DWG FILES\2020-077 ZION CHURCH WL-DEESE-3033 ZION.DWG



VICINITY MAP  
NO SCALE

NCGS MONUMENT  
"PENNEY"  
(NC GRID NAD83/2011)  
N: 599,937.70'  
E: 1,530,036.76'  
(JOB CSF: 0.999852483)

S09° 10' 53"W  
5,874.06' (GROUND)  
5,873.19' (GRID)  
(JOB CSF: 0.999852483)

P.O.B.  
N: 594,138.90'  
E: 1,529,099.50'



NC GRID DATUM (NAD 83/2011)

CERTIFICATE OF SURVEY AND ACCURACY

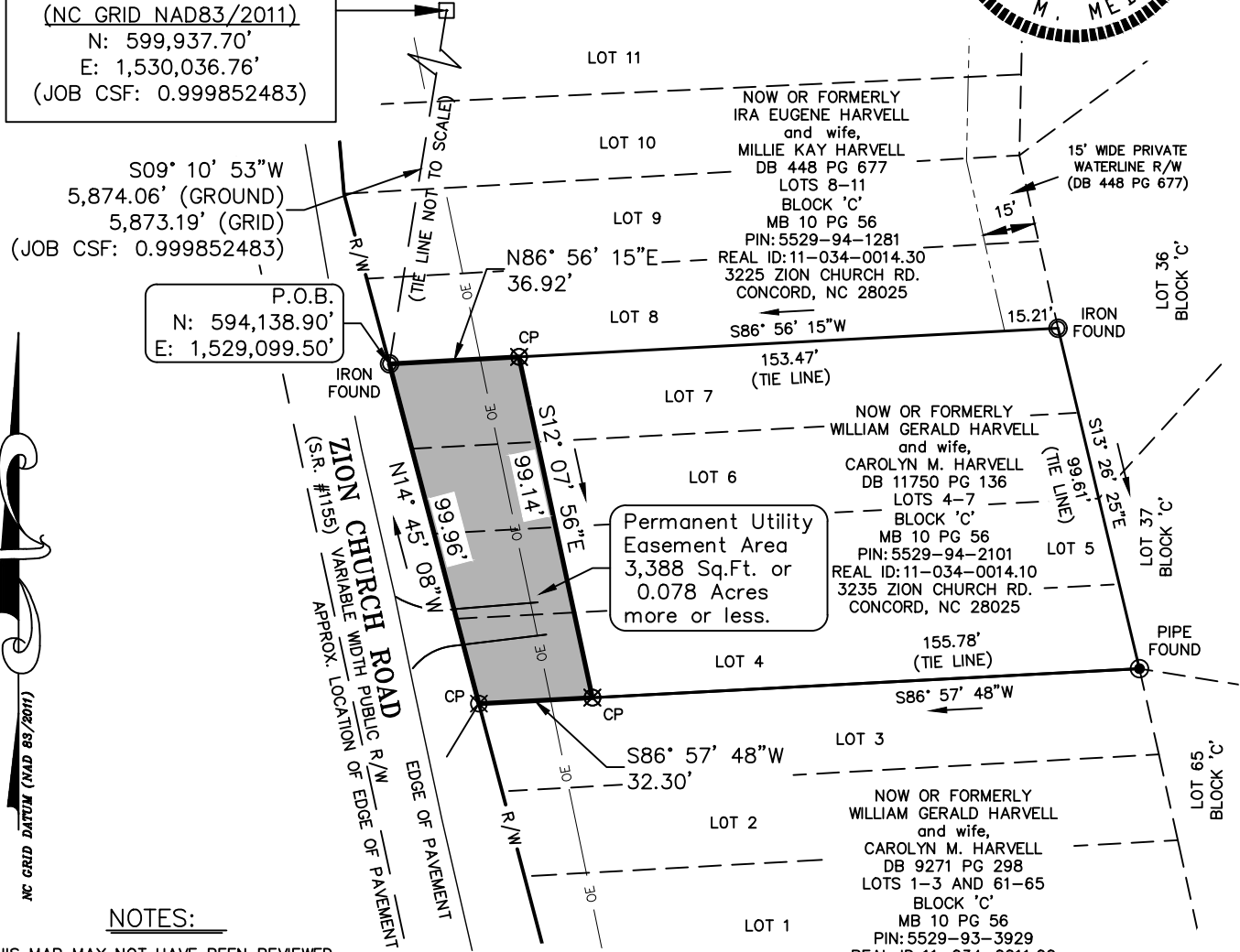
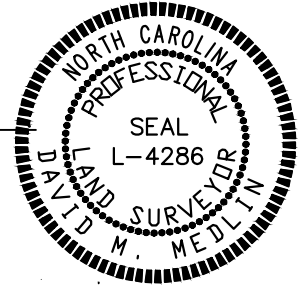
STATE OF NORTH CAROLINA, CABARRUS COUNTY

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WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS THE 19th DAY OF MAY, A.D., 2022.

*David Medlin*

DAVID M. MEDLIN  
PROFESSIONAL LAND SURVEYOR  
NORTH CAROLINA REG. NO. L-4286



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LEGEND:

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- SURVEYED LINE
- LINES NOT SURVEYED
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- COMPUTED POINT CP
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- GUY WIRE
- PROPOSED PERMANENT UTILITY EASEMENT AREA

SHEET 1 OF 1

PLAT PREPARED BY:  
THE CITY OF CONCORD  
ENGINEERING DEPARTMENT  
635 ALFRED BROWN JR. COURT, SW  
CONCORD, N.C. 28026-0308  
(704) 920-5420 FAX (704) 786-4521  
WWW.CONCORDNC.GOV/ENGINEERING

DRAWN BY: DMM	CHECKED BY: JS	REVISED:
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EASEMENT PLAT  
CROSSING THE PROPERTY OF:  
WILLIAM GERALD HARVELL and wife,  
CAROLYN M. HARVELL  
3235 ZION CHURCH ROAD CONCORD, NC 28025  
DEED BOOK 11750 PAGE 136  
PIN: 5529-94-2101; REAL ID: 11-034-0014.10  
No. 11 TOWNSHIP OF CABARRUS COUNTY, N.C.  
SCALE: 1"= 50' DATE: APRIL 22, 2022



G:\ENG\SURVEY PROJECTS\2020\2020-077 ZION CHURCH WL\DWG FILES\2020-077 ZION CHURCH WL-HARVELL-3235 ZION.DWG

## City of Concord Co-Sponsorship Application (page 1)

Today's Date: April 24, 2023	
Name of Event: Juneteenth Celebration Festival	
Date(s) of Event: June 24, 2023	Location: Marvin Caldwell Park
Brief Description of Event: The purpose of this event is to celebrate Juneteenth and overall African American culture in the City of Concord.	
Lead Sponsor: Concord-Cabarrus Juneteenth Celebration Committee	
Contact Person for Event/Request: Betty Stocks	
Address: PO Box 883, Concord, NC	
Phone: 704-957-8543	
Website & Email Address (if applicable): <a href="http://www.concordcabarrusjuneteenth.org">www.concordcabarrusjuneteenth.org</a> concordcabarrus0619@gmail.com	

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

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

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

The primary product of the Juneteenth Celebration Committee is to create an experience and opportunity that promotes community through culture.

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

There are several benefits of this event to the Concord community such as an increase awareness of African American culture and history, information tables provided by various organizations about valuable resources, opportunity for small entrepreneurs to gain exposure, and engaged social education and performances presented by individuals and groups.

## City of Concord Co-Sponsorship Application (page 2)

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

The Concord-Cabarrus Juneteenth Committee is requesting the following in-kind services

- Use of Marvin Caldwell Park facilities (Dan Pharr Building and Robert Mathis Amphitheater area, and Logan Optimist Shelter.
- Police Officer(s) to be periodically visible throughout the time of the event.
- Preparation of grounds for the event (Adequate trash containers, access to power).

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

This year marks the 5th Juneteenth Celebration Festival. With the exception of year 2020 the event has been held in Marvin Caldwell Park and has received the support of city resources and staff. Each year the event was attended by a diverse group of residents, visitors, organizations and vendors.

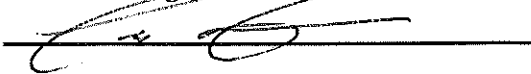
### CITY OFFICE USE ONLY

Emergency Management –

City Manager's Office:

Date Received: 4/24/23

Authorized Signature:



Date final application is submitted to City Manager 5/4/2023

City Manager (or designee) -

City Manager's Office:

Date Reviewed: 5/4/2023

Authorized signature:


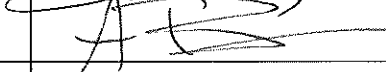
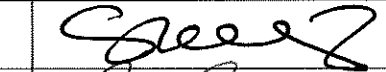



Final review for City Council submission



## City of Concord Co-Sponsorship Application (page 3)

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

Department	Date Application Received	Date Application Review Completed	Departmental Signature
Buildings & Grounds	4/24/23	4-24-23	
Electric	4/24/23	4/24/23	
Environmental Services	4/24/23	4/24/23	Robin R Barham
Downtown Office			
Fire			
Parks & Recreation	4/24/23	4/24/23	
Police	4/24/23	5.4.23	
Public Information Office			
Transportation/Streets			
Other			

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



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
04/26/2023

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

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

<b>PRODUCER</b> HCC Specialty 401 Edgewater Place, Suite 400 Wakefield, MA 01880	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): _____ FAX (A/C, No): _____ E-MAIL ADDRESS: _____ PRODUCER CUSTOMER ID #: _____																					
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A:</td> <td>U.S. Specialty Insurance Company</td> <td>29599</td> </tr> <tr> <td>INSURER B:</td> <td>United States Fire Insurance Company</td> <td>21113</td> </tr> <tr> <td>INSURER C:</td> <td></td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> <td></td> </tr> </tbody> </table>		INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	U.S. Specialty Insurance Company	29599	INSURER B:	United States Fire Insurance Company	21113	INSURER C:			INSURER D:			INSURER E:			INSURER F:	
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INSURER D:																						
INSURER E:																						
INSURER F:																						
<b>INSURED</b> Betty , Stocks PO Box 883 Concord, NC 280260883																						

**COVERAGES**

CERTIFICATE NUMBER:

REVISION NUMBER:

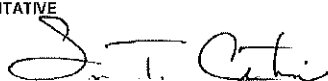
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X		U23SE10871	04/24/2023	06/26/2023	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000
B	Medical Expense			US1932514	04/24/2023	06/26/2023	MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						PERSONAL & ADV INJURY \$ 1,000,000
	AUTOMOBILE LIABILITY						GENERAL AGGREGATE \$ 2,000,000
	<input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS						PRODUCTS - COMP/OP AGG \$ 1,000,000
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						<input type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER - ER
							E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)**

The Certificate Holder is added as Additional Insured with respects to our Insured's operations only.  
 This insurance is primary and non-contributory as required by written contract.  
 This coverage is with respect to Concord-Cabarrus Juneteenth Celebration event to be held 06/24/2023 - 06/24/2023 at Marvin Caldwell Park Concord NC.

**CERTIFICATE HOLDER****CANCELLATION**

City of Concord 35 Cabarrus Avenue West Concord, NC 28025	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**APPLICATION FOR FORMAL RECOGNITION  
OF NEIGHBORHOOD ORGANIZATIONS**

1. Name of Neighborhood Organization

Overbrook Manor HOA

2. Type of Organization ( please check one)

Neighborhood Association  Homeowner Association

Other (specify): \_\_\_\_\_

3. Neighborhood Boundaries. Please include all street names and block numbers for partial streets. (Additional pages and/or map may be attached)

Heartland Ave NE 610-630 Brodick Court NE 630

Heart Pine Street NE 830-850

4. Estimated number of households in neighborhood: 19

5. Please list below the names, addresses, phone numbers and email addresses of the officers for your Neighborhood Organization. (\*If officers' titles are different than those listed, please indicate below.)

Name: Janet Smith Title: President

Address: 627 Heartland Ave NE

Phone Number: 980-521-0266 Email: jtsmyth62@yahoo.com

Name: Jenny Gettings Title: Vice President

Address: 615 Heartland Ave NE

Phone Number: 615-945-9621 Email: simplysouthern085@gmail.com

Name: Julie Roberts Title: Treasurer

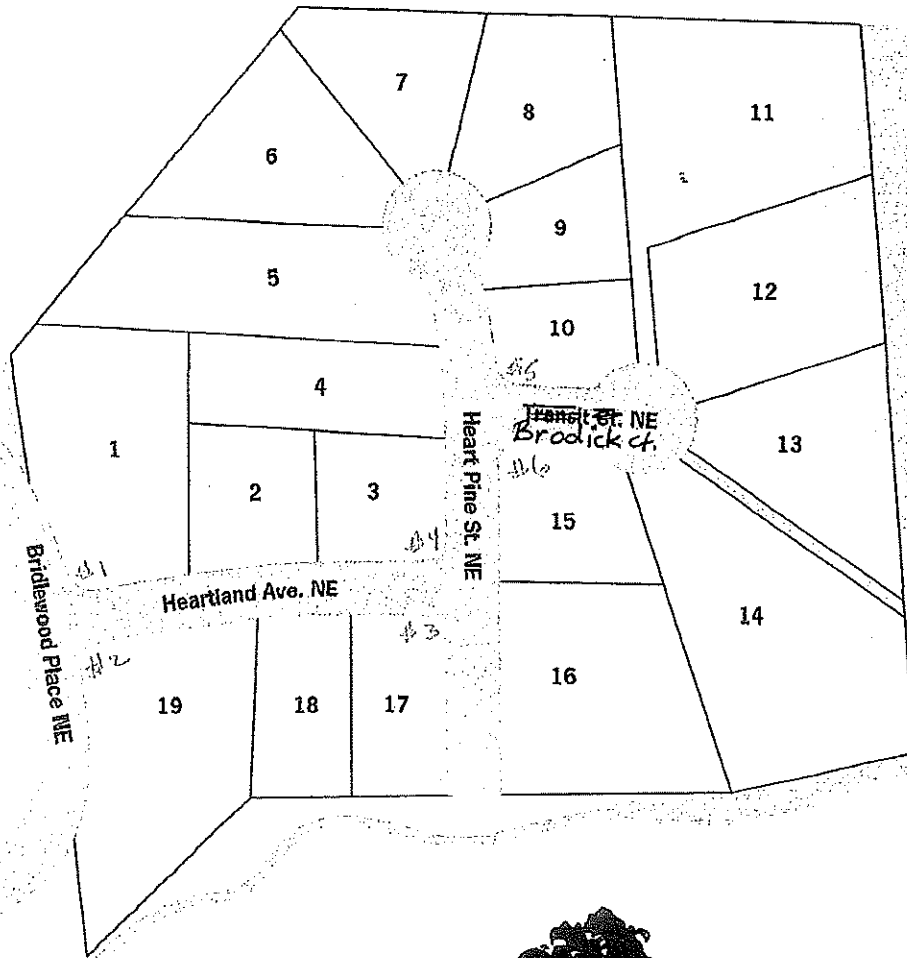
Address: 844 Heart Pine St. NE

Phone Number: 704-467-2600 Email: windingfarms57@gmail.com

Name: Jenny Gettings - see VP Above Title: Secretary

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Email: \_\_\_\_\_



## Overbrook Manor



Overbrook Manor is located in Concord, NC, which offers its residents a hometown, family-oriented community experience with excellent schools, easy access to shopping, I-85, downtown Concord, and it is just 2 miles from Carolina's Healthcare System-Northeast.

**From Charlotte:** I-85 N to Exit 60, turn right onto Copperfield Blvd., left onto Vinehaven Dr., right onto Sycamore Ridge Rd., at traffic circle take the first exit onto Ravenswood Dr., right onto Bridlewood Pl., 0.7 miles Overbrook Manor will be on left.

**From Concord:** From Church Street turn onto Lake Concord Rd., right onto Burrage Rd., left onto Wilhelm Pl., left onto Bridlewood Pl., Overbrook Manor will be on right.

**Prices starting in the mid \$400,000's.**

**niblock  
homes**  
Your ideal home. Consider it built.

Niblock Homes  
704-794-4915  
overbrookmanor@niblockhomes.com  
www.niblockhomes.com

SCANNED AND RETURNED

FILED  
CABARRUS COUNTY NC  
WAYNE NIXON  
REGISTER OF DEEDS  
FILED Apr 27, 2017  
AT 11:35 am  
BOOK 12460  
START PAGE 0295  
END PAGE 0341  
INSTRUMENT # 10433  
EXCISE TAX \$0 00  
MDW

**DRAWN BY AND FILE TO:**  
Law Offices of Robert M. Critz, P.A.  
P.O. Box 745  
Concord, NC 28026-0745  
File No.: 26935-C

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF THE FLAG OF THE UNITED STATES OF AMERICA AND STATE OF NORTH CAROLINA AS PROVIDED BY N.C.G.S. SECTION 47F-3-121(1)**

**THIS DOCUMENT REGULATES OR PROHIBITS THE DISPLAY OF POLITICAL SIGNS AS PROVIDED BY N.C.G.S. SECTION 47F-3-121(2)**

[Note: Article V, Section 5 of the Declaration requires a non-refundable initial contribution to be paid upon every purchase of a Lot by an Owner, other than Declarant, Developer, or Builder.]

**DECLARATION OF COVENANTS,  
CONDITIONS AND RESTRICTIONS FOR  
OVERBROOK MANOR**

This Declaration of Covenants, Conditions and Restrictions for Overbrook Manor is made effective this 14<sup>th</sup> day of April, 2017, by Niblock Homes, LLC, a North Carolina limited liability company, referred to in this instrument as "Declarant" and by Wilhelm Properties, LLC, a North Carolina limited liability company, referred to in this instrument as "Wilhelm" or "Developer"

**STATEMENT OF PURPOSE**

1 47/154

protect and enhance the values and amenities in the Development, to ensure the residents' enjoyment of the specific rights, privileges and easements in the Common Area, and to provide for the maintenance and upkeep of the Common Areas and amenities. To that end, the Declarant has caused to be incorporated under North Carolina law, **Overbrook Manor Homeowners' Association, Inc.**, as a nonprofit corporation for the purpose of exercising and performing the aforesaid functions.

In consideration of the premises and for the purposes stated, Declarant and Developer hereby declare that all of the Submitted Property shall be held, sold and conveyed subject to the following easements, restrictions, covenants, and conditions (all of which are collectively referred to in this instrument as "restrictions"), which restrictions shall be construed as covenants running with the land and shall be binding upon all parties having any right, title or interest in the described real property or any part thereof, and to their heirs, successors and assigns, and shall inure to the benefit of each owner thereof. It is the intent of Declarant and Developer that the provisions of this Declaration in all respects conform and comply to the requirements set forth in the North Carolina Planned Community Act. To the extent any provision contained herein does not conform or comply with the North Carolina Planned Community Act, the provisions of the North Carolina Planned Community Act shall control

#### **ARTICLE I: DEFINITIONS**

The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

**Section 1.** "Additional Property" shall mean additional real estate other than the Submitted Property which may be subject to the terms of this Declaration in accordance with the provisions of Article II, Section 2 of this Declaration

**Section 2.** "Affiliated Entity of Declarant" shall mean and refer to (i) any person(s) which is/are a majority shareholder of Declarant; (ii) any legal entity in which more than half of its outstanding voting stock is owned by Declarant, or the majority shareholder(s) of Declarant, including, but not limited to Niblock Development Corp; (iii) Niblock Investment Partners, LLC, or (iv) Niblock-Richardson Development, LLC

**Section 3.** "Annual Assessments" shall mean the assessments established pursuant to Article V, Section 2 and Article V, Section 6 of the Declaration

**Section 4.** "Appropriate Local Governmental Authority" shall mean and refer to the City of Concord, Cabarrus County or other appropriate local governmental authority having jurisdiction over the Property.

**Section 5.** "Architectural and Landscape Guidelines" shall mean and refer to the Architectural and Landscape Guidelines promulgated from time to time by the Board of Directors of the Association or the Architectural Review Committee

**Section 15.** "Declarant" shall mean and refer to Niblock Homes, LLC, its successors and assigns, provided that any such successor-in-title or assign shall acquire for the purpose of development and/or sale all or substantially all of the remaining undeveloped or unsold portions of the Property and, provided further, that in the instrument of conveyance to any such successor-in-title or assign, such successor-in-title or assign is designated as the Declarant hereunder by the grantor of such conveyance, which grantor shall be the Declarant hereunder at the time of such conveyance. Provided further, that upon such designation of such successor Declarant, all rights, duties and obligations of the former Declarant in and to such status as Declarant hereunder shall cease, it being understood that as to all of the Property, there shall be only one person or legal entity entitled to exercise the rights and powers of the Declarant hereunder at any time.

**Section 16.** "Declaration" shall mean and refer to this Declaration of Covenants, Conditions, and Restrictions of Overbrook Manor, as the same may be amended from time to time as herein provided.

**Section 17.** "Developer" shall mean and refer to Wilhelm Properties, LLC, its successors and assigns.

**Section 18.** "Development" shall mean and refer to Overbrook Manor, a single-family residential subdivision proposed to be developed on the Property by Developer.

**Section 19.** "FHA and VA" shall mean and refer to the Federal Housing Administration and the Veteran's Administration, respectively. If either or both of these federal agencies shall hereafter cease to exist or perform the same or similar functions they now serve, references hereto to FHA or VA shall be deemed to mean and refer to such agency or agencies as may succeed to the duties and services now performed by either or both of these departments.

**Section 20.** "Lot" shall mean and refer to any separately numbered or lettered tract of land, with delineated boundary lines, to be used for residential purposes shown upon any recorded subdivision plat of the Property subject to this Declaration. No tract shall become a "Lot" as that word is used herein until a Plat of the area on which the same is located is recorded in the Office of the Register of Deeds for Cabarrus County, North Carolina. "Lots" shall refer to all lots collectively. Wilhelm hereby reserves the right to reconfigure, from time to time and without consent of the Owners or the Members of the Association, the boundaries of any Lot or Lots owned by Wilhelm and to thereby create additional Lots, eliminate existing Lots or create additional Common Elements; provided, however, in no event shall the Property contain a greater number of Lots than the number from time to time permitted by the Appropriate Local Governmental Authority, nor shall any Lot within the Property contain fewer square feet than the minimum square feet from time to time required by the Appropriate Local Governmental Authority. If Wilhelm elects to exercise its right to revise the boundaries of one or more Lots owned by Wilhelm, Wilhelm shall, in the manner required by the Appropriate Local Governmental Authority, record a revised plat of the affected Lot or Lots. Upon the recording by Wilhelm of such a revised plat, each lot shown on the previously recorded plat or plats, the boundaries of which are revised by the revised plat, shall cease to be a "Lot" as defined in this

**Section 31.** "Supplemental Annual Assessment" shall mean and refer to that assessment established pursuant to Article V, Section 6 of the Declaration.

**Section 32.** "Supplemental Declaration" shall mean and refer to any Supplemental Declaration of Covenants, Conditions, and Restrictions, which are filed of record to being Additional Property within the coverage of this Declaration and/or which are specific to certain sections, phases, or Maps of Overbrook Manor as defined herein

## ARTICLE II: PROPERTY SUBJECT TO THIS DECLARATION

**Section 1.** The Submitted Property shall be held, transferred, sold, conveyed and occupied subject to this Declaration. Only the Submitted Property is hereby made subject to this Declaration; provided, however, Declarant shall have the right to subject additional real property to these restrictions as provided herein Article II, Section 2.

**Section 2.** Without further assent or permit, Declarant shall have the right from time to time to subject additional real property to the terms and scheme of this Declaration said property to be developed as part of Overbrook Manor and thereby bringing such additional properties within the coverage of this Declaration by filing a Supplemental Declaration in the Office of the Register of Deeds for Cabarrus County, North Carolina, containing a description of the additional property and a statement by the Declarant of its intent to extend the operation and effect of this Declaration to the additional property

**Section 3.** Any addition of real property (or easements or rights-of-way to such real property) shall be made by filing of record one or more Supplemental Declarations in respect to the property in the Cabarrus County, North Carolina, Public Registry to be then made subject to this Declaration, shall thereby then extend to such property

**Section 4.** Any Supplemental Declaration may contain complementary additions and modifications to the covenants, conditions, and restrictions contained herein as may be necessary in the judgment of Declarant to reflect the different character of the Additional Property. Nothing contained in this Article II however, shall be construed to obligate Declarant to bring any Additional Property within the coverage of this Declaration

**Section 5.** No property of Declarant shall be subject to these restrictions except that property made subject thereto as herein provided. No property of Declarant shall be subject to any restrictions by implication arising from Declarant imposing these restrictions on the property herein described

## ARTICLE III: PROPERTY RIGHTS

**Section 1.** **Ownership of Common Areas.** Declarant or Wilhelm shall convey the Common Areas to the Association after completion by Declarant or Wilhelm of improvements thereon, if any, and upon such time as Declarant and Wilhelm determines that the Association is able to maintain same. Within five (5) years of conveyance of the Common Areas to the



(f) The right of the Declarant, Wilhelm, and/or the Association to grant utility, drainage and other easements across the Common Areas, including the easements of the type and for the purposes set forth in Article VIII across the Common Areas;

(g) The Board of Directors of the Association, without the assent of the Owners, shall have the right to dedicate or transfer all or any part of the Common Area to the Declarant or Wilhelm within five (5) years of its conveyance to Association, in order to facilitate the development of the Property;

(h) The Board of Directors of the Association shall have the right to dedicate or transfer all or any part of the Common Area to third parties provided the Association acquires in return other property which will be held thereafter as Common Area of equal or greater value;

(i) The right of the Declarant to construct fencing and activities by Declarant, Wilhelm, and/or Builder(s) in construction or marketing activities in the Property; and

(j) The Declarant reserves the right to designate all or certain parts of the Common Area as areas which are to remain in perpetuity as open areas, in order for the Property to comply with Subdivision Requirements and/or Impervious Area Requirements and/or Erosion Control Requirements of the City of Concord and/or Cabarrus County, if applicable.

Section 3. Delegation and Use The right and easement of enjoyment granted to every Owner in Article III, Section 2 may be exercised by members of Owner's family and guests thereof. An Owner may delegate to his tenants his rights of enjoyment in and to the Common Area and such facilities thereon as may be provided, in accordance with the Association's bylaws and rules and regulations, if any

Section 4. Changes to Declaration or Supplementary Declaration. Notwithstanding anything contained herein to the contrary, it is expressly understood and agreed that, so long as Declarant owns one (1) lot in the Property and unless the Declarant surrenders the rights set forth in this paragraph by an express amendment to the Declaration executed and recorded by Declarant, the prior written consent of Declarant shall be required for any parties to modify, change or amend, in whole or in part, the terms and provisions of this Declaration or any Supplementary Declaration or to impose new easements, covenants, conditions, restrictions, charges or liens on any part of the Property

Section 5 Rules and Regulations of the Association The Board of Directors of the Association shall have the power and authority to promulgate rules and regulations to enable the Association to carry out the letter and intent of this Declaration. All Owners shall abide by all rules and regulations so adopted by the Board of Directors from time to time. Notwithstanding any other provision of this Declaration, the Board of Directors of the Association:

- a. shall have the power to enforce compliance with said rules and regulations by all appropriate legal and equitable remedies, and an Owner violating such rules and

be converted to Class A membership on the happening of either of the following events, whichever occurs first:

- i the date on which Declarant (or any Affiliated Entity of Declarant) and Wilhelm no longer owns any part of the Property; or
- ii the date Declarant shall elect, in its sole discretion, that the Class B membership shall cease and be converted to Class A membership (which election may be made, if at all, by giving written notice at its choice, to the Board); or
- iii Ten (10) years from the date of this Declaration

(c) Notwithstanding Sections 2(a) and (b) hereof, so long as there shall be any Class B Lots in the Development and unless the Declarant surrenders the rights set forth in this paragraph (c) by an express amendment to the Declaration executed and recorded by Declarant, (i) the Bylaws of the Association may not be amended without the Declarant's prior written consent, and (ii) the Declarant shall have the right to appoint or remove any Member(s) of the Board of Directors of the Association or any officer(s) of the Association; or

(d) Other provisions applicable to the rights and obligations of the Members of the Association are set forth in the Declaration and in the Bylaws

**Section 3. Board of Directors and Declarant's Right To Representation.** The Association shall be governed by a Board of Directors (the "Board") in accordance with the Bylaws. Declarant shall have the right to designate and select all of the Members of the Board of Directors of the Association during any Period of Declarant Control, unless the Declarant surrenders the rights set forth in this paragraph by an express amendment to the Declaration executed and recorded by Declarant. Whenever Declarant shall be entitled to designate and select any person or persons to serve on the Board of Directors of the Association, the manner in which such person or persons shall be designated shall be as provided in the Articles of Incorporation and/or Bylaws, and Declarant shall have the right to remove any person or persons selected by it to act and serve on the Board of Directors and to replace such person or persons with another person or other persons to act and serve in the place of any member or members of the Board of Directors so removed for the remainder of the unexpired term of any member or members of the Board of Directors so removed. Any Board of Directors member designated and selected by Declarant need not be a resident of the Property. Except as otherwise provided in the Bylaws with respect to the filling of vacancies, any members of the Board of Directors which Declarant is not entitled to designate or select shall be elected by the Members of the Association.

**Section 4. Suspension of Rights.** During any period in which a member shall be in default in the payment of any Capital Contribution, Annual Assessment, Special Assessment, Supplemental Annual Assessment, Special Individual Assessment, or other periodic assessment levied by the Association, the voting rights of such member may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a member of any rules and

The provisions as set forth in the preceding paragraph of this Article IV, Section 6 are further subject to the provisions of N C G.S. Section 47F-3-113

**Section 7. Quorum and Notice Requirements.** Except as otherwise may be specifically set forth in this Declaration, the Articles of Incorporation or the Bylaws, the vote of a majority of all votes entitled to be cast by all classes of the Association Members, present or represented by legitimate proxy at a legally constituted meeting at which a quorum is present, shall be the act of the Association. The number of votes present at a meeting of the Association Members that is properly called and that will be taken by the Association Members will be set forth in the Bylaws. Notice requirements for all actions to be taken by the Association Members shall be as set forth in the Bylaws. Notwithstanding the above, the affirmative vote of no less than two-thirds of all votes entitled to be cast by the Association Members shall be required in order for the Association to (1) file a complaint, on account of an act or omission of Declarant, with any governmental agency which has regulatory or judicial authority over the development of the Property or any part thereof; or (2) assert a claim against or sue Declarant.

#### **ARTICLE V: COVENANT FOR MAINTENANCE ASSESSMENTS**

**Section 1. Creation of the Lien and Personal Obligation for Assessments.** The Declarant for each Lot owned within the Property, hereby covenants, and each Owner of any Lot by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association the Capital Contribution ("Capital Contribution"), Annual Assessments or charges ("Annual Assessments") and Special Assessments for capital improvements ("Special Assessments"), Supplemental Annual Assessments ("Supplemental Annual Assessments"), and Special Individual Assessments ("Special Individual Assessments") established and collected as hereinafter provided. In order to secure payment of the Capital Contribution, Annual Assessment, Special Assessment, Supplemental Annual Assessment, and Special Individual Assessments, any such assessment or charge remaining unpaid for a period of thirty (30) days or longer, together with interest, costs of collection and reasonable attorneys' fees, shall be a charge and continuing lien upon the Lot against which each such assessment or charge is made when a claim of lien is filed of record in the manner as described in N.C.G.S. Section 47F-3-116(a) and N.C.G.S. Section 47F-3-116 is otherwise incorporated fully herein by reference with regard to liens for assessments and as to the type of charges enforceable as assessments. Pursuant to N.C.G.S. Section 47F-3-116(h), the Association shall have the specific authority to levy, charge, or attempt to charge, or collect a service, collection, or administration fee from any lot owner. Each such assessment or charge, together with interest, fines, late charges, costs of collection and reasonable attorneys' fees shall also be the personal obligation of the person who is the Owner of such Lot at the time when the assessment fell due. The personal obligation for delinquent assessments shall not pass to an Owner's successor in title unless expressly assumed by them. Such assumption shall not relieve an Owner of his obligations.

**Section 2. Purpose of Annual Assessments.**

(a) The Annual Assessments levied by the Association may shall be used to promote the

- viii To provide such security as may be deemed reasonably necessary for the protection of Common Areas from theft, vandalism, fire and damage from animals;
- ix To maintain bodies of water and related facilities, if any, located on or in the Common Areas;
- x To maintain the entrance area to the Development in a clean and orderly condition and to maintain the subdivision entrance monuments and signs, wall, fences located on the Common Areas [it is noted that all fences in rear and side yards are the responsibility of the applicable Lot Owner(s)], and the landscaping thereon (including irrigation systems, lighting, signage, groundcover, shrubs and flowers) to the standard established at completion of the entrance area;
- xi To maintain all other landscaping in the Common Areas to the standard established at completion of such landscaping;
- xii To pay all ad valorem taxes levied against the Common Areas and any property owned by the Association;
- xiii To pay the premiums on all hazard insurance carried by the Association on the Common Areas and all public liability insurance carried by the Association pursuant to the Bylaws;
- xiv To pay all legal, accounting and other professional fees incurred by the Association in carrying out its duties as set forth herein or in the Bylaws;
- xv The provision of any service which is not readily available from any governmental authority related to the use, occupancy and enjoyment of the properties and which the Association shall decide to provide. The purposes for which assessments may be levied shall include payment for utilities necessary to accomplish the foregoing purposes;
- xvi To maintain open spaces and streets within the Common Areas which have not been accepted for dedication by a public authority, roadway medians and islands (including medians and islands located in dedicated rights-of-ways within the Property), drives and parking areas within the Common Areas, if applicable;
- xvii To maintain a contingency reserve for the replacement of capital improvements and to fund unanticipated expenses of the Association; and
- xviii To provide for such other needs as may arise

ratification of the budget, such meeting to be held not less than 10 days nor more than 60 days after mailing of the budget and notice. There shall be no requirement that a quorum be present at the meeting. The budget is ratified, unless at said meeting a majority of all Owners in the Association or any larger vote specified in the Declaration rejects the budget. If the proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined.

The Board may revise the budget and adjust the Annual Assessment from time to time, subject to the notice requirements and the right of the Members to disapprove the revised budget as set forth above.

**Section 4. Exempt Property.** The assessments, charges and liens created under this Article shall not apply to the Common Area, nor shall they apply to any lot the title to which is vested either in any first mortgagee subsequent to foreclosure or in the Secretary of Housing and Urban Development or the Administrator of Veterans Affairs or any other state or federal governmental agency which acquired title by reason of such agency's guarantee or insurance of a foreclosed mortgage loan; provided, however, that upon the resale of such property by such first mortgagee or such governmental agency the assessment shall again accrue on such lot. Any lot which Declarant may hereinafter designate for common use as part of the Common Areas shall also be exempt by a local public authority, and all land granted to or used by a utility company shall be exempt from the assessments created herein.

**Section 5. Capital Contribution.** Each Owner of a completed dwelling unit shall contribute to the Association the sum of \$200.00 payable at the closing of such purchase, which Capital Contribution shall be deposited into the Association's regular operating account. Further, such Capital Contribution shall not be due from the Declarant (or any Affiliated Entity of Declarant) or Wilhelm, or from Builders who purchase a lot on which to construct a dwelling unit for sale. [Builder(s) shall mean and refer to any person or firm in the business of building and selling homes to individuals and selected by Developer to buy Lots and construct homes for sale in Overbrook Manor, including, but not limited to Niblock Homes, LLC.] Capital Contributions shall be used by the Association for the purpose of initial and nonrecurring capital expenses of the Association and for providing initial working capital for the Association. Capital Contributions shall not be considered to be advance payment or pre-payment of Annual Assessments or Special Assessments. Capital Contributions are payable the initial purchaser and all subsequent purchasers of a given dwelling unit.

Any Capital Contribution that remains unpaid for a period of thirty (30) days or longer, together with interest, costs of collection and reasonable attorney fees, shall be a charge and continuing lien upon the Lot against which such assessment is made when a claim of lien is filed of record as provided in Article V, Section 1. In addition, those remedies provided in Article V, Section 11 for the nonpayment of assessments and Article V, Section 12 (Subordination of the Lien to First Mortgages) applies to the Capital Contributions.

**Section 6. Maximum Annual Assessments.** For the year beginning January 1, 2017, the Maximum Annual Assessment shall be \$500.00 per year. **The Annual Assessment**

Declarant (or any Affiliated Entity of Declarant) and/or Wilhelm except with Declarant's prior written approval, and (b) any Special Assessment must be approved by Declarant (so long as Declarant owns any part of the Property) and approved by the assent of two-thirds (2/3) of the votes of appurtenant to the Lots which are subject to this Declaration. Such voting may be represented in person or by proxy at a meeting duly called for this purpose. All Special Assessments shall be fixed at a uniform rate for all Lots and may be collected on a quarterly basis or monthly basis, as established by the Board.

**Section 8. Special Individual Assessments.** In addition to the Annual Assessments and Special Assessments authorized above, the Board of Directors shall have the power to levy a special assessment applicable to any particular Owner ("Special Individual Assessment") (i) for the purpose of paying for the cost of any construction, reconstruction, repair or replacement of any damaged component of the Common Areas, whether occasioned by any act or omission of such Owner(s), members of such Owner's family or such Owner's agents, guests, employees, tenants or invitees and not the result of ordinary wear and tear; or (ii) for payment of fines, penalties or other charges imposed against any particular Owner relative to such Owner's failure to comply with the terms and provisions of this Declaration, the Bylaws or any rules or regulations promulgated by the Association or the Declarant pursuant to this Declaration or the Bylaws. Provided, however, Declarant (or any Affiliated Entity of Declarant) and/or Wilhelm shall not be obligated to pay any Special Individual Assessment. The due date of any Special Individual Assessment levied pursuant to this Section shall be fixed in the Board of Directors resolution authorizing such Special Individual Assessment. Upon the establishment of a Special Individual Assessment, the Board shall send written notice of the amount and due date of such Special Individual Assessment to the affected Owner(s) at least thirty (30) days prior to the date such Special Individual Assessment is due.

**Section 9. Notice and Quorum for Any Action Authorized Under Sections 6 and 7, 8.** Written notice of any meeting called for the purpose of taking any action authorized under Article V, Section 6 or 7 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. There shall be no requirement that a quorum be present at the meeting.

**Section 10. Date of Commencement and Due Dates of Annual Assessments.**

- a The Annual Assessments shall commence as to all Lots shown on a Plat of any Phase of the Property as of the date of the conveyance of the first Lot on such plat by Declarant to an Owner (other than Declarant or any Affiliated Entity of Declarant or Wilhelm) of such Lot.
- b From the date on which the Annual Assessments commence on a Lot until the date on which the Lot is sold by the Declarant (or an Affiliated Entity of Declarant) or Wilhelm or Builder to the purchaser of a home, the Declarant (or an Affiliated Entity of Declarant), Wilhelm or Builder shall be liable for Annual Assessments at a rate which is one-third (1/3) of the rate otherwise payable.

cause the Annual Assessment to be in excess of the maximum permitted in Article V, Section 6. No sale or transfer shall relieve such Lot from liability for any assessment thereafter becoming due or from the lien thereof, but the lien provided for herein shall continue to be subordinate to the lien of any mortgage or deed of trust as above provided.

**Section 13. Certificate of Payment.** The Association shall, upon demand for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the Capital Contribution, Annual Assessment, Special Assessment, Supplemental Annual Assessment, and/ or Special Individual Assessment if any, (collectively referred to as "the Assessments") on a specified Lot have been paid to date. No charge shall be assessed Declarant or an Affiliated Entity of Declarant for a certificate or other proof of payment of the Assessments. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

## ARTICLE VI: ARCHITECTURAL AND LANDSCAPING CONTROL

**Section 1. Architectural Review Committee.** There is hereby established an Architectural Review Committee. The Architectural Review Committee (the "ARC" or "Committee") is established to perform the Architectural Review functions set forth in this Declaration and shall adopt the procedural rules and regulations for the performance of such duties by the ARC, including procedures for the preparation, submission and determination of the application for any approvals required by this Declaration. **For purposes of this Article VI, the Declarant shall approve all initial plans and specifications for the construction of residences within the Property and function as the Architectural Review Committee, so long as Declarant or Wilhelm is the record owner of one (1) Lot within the Development.** After the termination of the Declarant's and Wilhelm's ownership interest in the Development as described herein, the Board of Directors of the Association shall appoint the Members of the Committee to carry out the functions set forth in this Article. However, pursuant to Article I, Section 15, and Article X, Section 9 hereunder, Declarant may assign any or all of the rights and responsibilities of the Architectural Review Committee to another Person (as defined in Article I, Section 24).

**Section 2. Architectural Design Guidelines and Development Standards.** The Declarant and/or the ARC may develop, publish and promulgate architectural standards and guidelines (hereafter "Architectural Design Guidelines") which are incorporated herein by reference. The Architectural Design Guidelines shall be used by the ARC in reviewing any proposed plans, specifications and materials submitted to the ARC for approval. The Architectural Design Guidelines shall establish development standards setting forth the minimum standards for the design, size, location, style, structure, color, mode of architecture, mode of landscaping and relevant criteria deemed important by the ARC or Declarant for the construction of improvements of any nature in the Property, and which may vary for different Phases or Sections of the Property with different housing types and different architectural themes. The purpose of such development standards will be to preserve and promote the character and orderly development of the Property while allowing diversity of design and architectural themes for different Sections of the Property. By acceptance of a deed to any Lot, each Owner thereof and

proposed workmanship and materials, and the harmony of the external design with the natural features and the existing structures of the surrounding neighborhood and the appearance of such proposed improvements as viewed from neighboring Lots

At such time as the plans meet the approval of the Committee, one complete set will be retained by the Committee and the another set shall be marked approved on behalf of the Committee and returned to the Owner or his designated representative in addition to a certificate evidencing such approval. If disapproved by the Committee, one set of such plans shall be marked "disapproved" and shall be accompanied by a statement setting forth the reasons for disapproval. In no event shall the Committee give verbal approval or disapproval of any plans

If the Committee fails to approve or disapprove such plans and specifications within the time frame specified in the Architectural Design Guidelines, written approval of the matter submitted shall not be required and compliance with this Article shall be deemed to have been completed, so long as the submission does not otherwise violate or fail to conform to any restrictions or requirements of the Declaration or previously established requirements of the ARC and/or the Architectural Design Guidelines, in which event submission shall be deemed disapproved by the Committee. An Owner submitting plans to the Committee shall have the burden of establishing the date upon which the Committee received said plans

**Section 4. Fee.** Pursuant to N.C.G.S. Section 47F-3-116(a2), the Architectural Review Committee shall have the specific authority to charge a fee for reviewing submitted applications. The fee shall be paid at the time the request for approval is submitted. Refusal or approval of plans, specifications, builder or location may be based upon any grounds including purely aesthetic considerations, which in the sole and uncontrolled discretion of the Architectural Review Committee shall be deemed sufficient

**Section 5. No Waiver.** The approval or disapproval by the ARC of any proposals or plans and specifications or drawings for any work done or proposed, or in connection with any other matter requiring the approval and consent of the ARC shall not be deemed: (a) to constitute a waiver of any right to approve or withhold approval or consent as to any similar proposals, plans and specification, drawings, or matters whatever subsequently or additionally submitted for approval or consent not; (b) to prohibit the ARC from modifying and amending the Architectural Design Guidelines from time to time (with the approval of the Board) to specifically permit any improvement previously prohibited or (c) to prohibit any improvement previously permitted

**Section 6. Variance.** The ARC may authorize a variance from compliance with the Architectural Design Guidelines when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate, as determined by the ARC, and no variance shall (a) be effective unless in writing or (b) estop the ARC from denying a variance in other circumstances.

**Section 7. Violation of Approved Plans and Right of Entry.** If it is determined by the ARC that a violation exists on a Lot, or that work completed on any Lot has not been



and air-conditioned and constructed to a quality equal to the above grade levels of the dwelling. In addition, heated living area excludes vaulted ceilings areas, attics, unheated porches (roofed or unroofed), attached or detached garages, porte-cocheres, accessory buildings, and unheated storage areas, decks, terraces, and patios. The term story shall mean a finished horizontal division of heated living area extending from the floor of such division to the ceiling above it. The term half story shall mean a story which contains fifty percent (50%) or less heated living area than the story in the house containing the most heated living area; and

(e) "improvements" or "structures" shall mean and include any and all man made changes or additions to a Lot, including, but not limited to, the location, materials, size and design of all buildings (including any exterior devices attached to or separate from buildings, such as heating and air conditioning equipment, solar heating devices, antennae, satellite dishes, etc.); storage sheds or areas; decks, and patios; planters; terraces; roofed structures; parking areas; fences; pet fencing; walls; irrigation equipment, apparatus and systems; landscaping (including cutting of trees); hedges; mass plantings; poles; tubs/spas; swimming pools; tennis courts; tree houses; basketball goals; skateboard ramps; and other sports or play apparatus; signs; exterior illumination; and changes in any exterior color or shape. The definition of Improvements, however, does not include the replacement or repair of Improvements previously approved by the Architectural Review Committee, provided such replacement or repair does not change exterior colors, materials, designs or appearances from that which were previously approved by the Architectural Review Committee.

Section 10. General Guidelines. Listed hereinafter are guidelines which are not intended to be absolute and complete guidelines, but address certain critical areas which will be carefully considered by the Architectural Review Committee in the approval or disapproval of an Owner's plans and specifications:

(a) No structures (except accessory buildings, inground swimming pools, fences or walls, approved by the Architectural Review Committee) may be erected above grade except within those setbacks as more particularly reflected on the recorded Maps. (Note: The maps of Overbrook Manor recorded or to be recorded in the Cabarrus County Registry, provide building requirements and/or setback lines which neither create nor impose private restrictions, but instead reflect zoning and/or subdivision regulations of the City of Concord.) For purposes of this covenant, eaves and stoops shall not be considered as a part of a building provided; however, this shall not be construed to be deemed to permit the encroachment of any improvement onto another Lot. In addition, all improvements shall be constructed in order to comply with Impervious Area Requirements of the City of Concord (and/or Cabarrus County, if applicable.)

(b) Further, all dwellings constructed on a lot shall not contain less than 2,400 square feet of Heated Living Area.

(c) The Architectural Review Committee has the right to decide in its sole and absolute discretion the precise site and location of any structure placed upon any Lot; provided, however, that the Owner shall be given the opportunity to recommend a specific site for such structure.

located on the Commons Areas as provided in Article VI, Section 10(h)(viii) hereof, shall be constructed on any Lot without first obtaining the approval of the Architectural Review Committee. Furthermore, approved fences, walls and enclosures cannot be removed, altered, replaced, and/or reconstructed without the approval of the Architectural Review Committee

- ii. No portion of any fence erected on any Lot may exceed six (6) feet in height.
- iii. No chain link fences, concrete block, or exposed wire fences of any nature shall be permitted
- iv. The Architectural Review Committee may permit the following:
  - a. Fences extending nearer to any front street than the back building line of the residence located on that Lot;
  - b. Fences extending nearer to any side street than the side building line of the residence located on that Lot; and
  - c. Front yard and side yard accent fencing and walls not to exceed 36 inches in height
- v. No electronic fence or electronic pet containment system, or "hidden" fence including, but not limited to an Invisible Fence<sup>®</sup>, underground fence, remote fence, wireless fence, and/or radio controlled fence, can be installed or located within the front yard of any Lot (i.e., That area extending across the full width of the lot and extending from the closest front wall of the dwelling to the margin of the right-of-way of the road on which the Lot fronts. The front yard of a corner lot is the yard adjacent to the designated front lot line )
- vi. No "dog runs", chain link animal enclosures, or animal enclosures of any nature shall be allowed within the Development
- vii. Once an approved fence or wall has been erected or installed along a side Lot boundary line which is a common boundary line with another Lot, such approved fence or wall shall be the only fence or wall that may be erected along this common boundary line, and the Owner who installs or erects such fence or wall shall finish both sides thereof. Whenever practical, the intent is not to have fences abutting. However, the Architectural Review Committee may approve variances on a case by case basis. All fences shall be maintained in a structurally sound and attractive manner.
- viii. Notwithstanding the foregoing, all fencing located or installed on the Common Areas are exempt from the fencing requirements provided

shortages or other events which render the completion of the landscaping within such time impossible. Owners are responsible for maintenance of any planting strip between the back of the street curb and the front lot boundary line.

**Section 12. Approval of Changes in Structure.** Prior to making any material changes, alterations, or exterior additions to any structure on a Lot [such changes to include without limitation any addition to the existing structure, any construction or addition of an accessory building, fence, wall, or other structure or any change (including changes in color) in the exterior wall covering, the erection of antennas, aerials, awnings, the replacement of reflective or other material in the windows of a house or other exterior attachment], the Owner shall submit in writing to the Architectural Review Committee all plans and specifications showing the nature, kind, shape, height, materials, and location covering such proposed change. The Architectural Review Committee shall have the absolute and exclusive right to refuse to approve the proposed plans and shall notify the Owner of its approval or disapproval within thirty (30) days of receipt of the plans from the Owner. The ARC shall exercise its best judgment (neither arbitrarily nor capriciously) to the end that such changes, improvements and alterations, to dwellings, landscaping and structures shall not jeopardize or impair the soundness, safety or appearance of any Lot.

#### ARTICLE VII: USE RESTRICTIONS

**Section 1. Use of Common Areas.** No planting or gardening by individual Owners shall be done upon any Common Area. Except for the right of easement of enjoyment in and to the Common Areas herein given to each Owner, Owners are hereby prohibited and restricted from using any of the Common Area except as may be allowed and prescribed by the Association's Board of Directors or as expressly provided for herein. It is Declarant's intent that this paragraph inure to the mutual benefit of all owners within the Property, and each Owner shall have a nonexclusive easement right to use and enjoy the Common Areas which shall be appurtenant to and shall pass with the title to his Lot, subject to those limitations enumerated herein Article III, Section 2.

**Section 2. Land Use.** All Lots shall be used for single-family residential, non-transient, purposes only, and common recreational purposes auxiliary thereto, and for no other purpose. No condominium, townhouse, duplex, apartment or other multi-family residential uses are permitted on the property. However, "multi-generational suites" may be included in a single-family residence provided that same meets the approval of the Architectural Review Committee and all applicable zoning requirements. Specifically prohibited uses include Institutional uses, including, but not limited to group homes, day care centers, churches, temples or shrines, rest homes, schools, medical care facilities, lodges, inns, and beds and breakfasts. Each Lot shall be in compliance with the zoning laws of the City of Concord and if applicable, Cabarrus County. Only one detached single-family residence shall be erected on any one Lot. Declarant and/or Builder(s) may maintain a sales office, models and a construction office on any Lot until all Lots have been sold.

from the closest front wall of the dwelling to the margin of the right-of-way of the road on which the Lot fronts)

If the Board receives any complaint that an animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Board shall afford the Owner of such animal Notice and Opportunity for Hearing, and if the Board finds that such animal constitutes an unreasonable annoyance, inconvenience or nuisance, the Board may require that such animal be removed from the Property. **The Board may adopt Rules and Regulations concerning animals which are more restrictive than the provisions of this Declaration, including rules requiring that all animals be kept on a leash when in the Common Area and that animals be restricted to designated areas within the Common Area and that Owners are responsible for cleaning up any mess that a pet creates within the Common Area. The Board may adopt Rules and Regulations specifically limiting the number of household pets which may reside on a Lot.** The Board may adopt a rule prohibiting certain pets, which is more restrictive than the provisions of this Declaration, except that such rule shall not apply to animals residing on the Property at the time such rule is adopted In any event, the Board at any time may require that any animal found to be an unreasonable annoyance, inconvenience or nuisance be removed as provided in hereinabove

**Section 5. Mobile Homes, Trailers and Temporary Structures.** No mobile home, manufactured or modular home, or structure having the characteristics or appearance of a mobile, modular or manufactured home, including, without limitation, any mobile, modular or manufactured home as defined by the building codes or other applicable laws of the State of North Carolina, shall be located upon the Property. Furthermore, no trailer, temporary house, temporary garage or other temporary outbuilding shall be placed or erected on any Lot; provided, however, that the Declarant may grant permission for temporary structures for storage of materials during construction, or location, of improvements. Except as may be otherwise provided in this Declaration, no building of a temporary nature shall be erected or allowed to remain on any Lot, and no trailer, shack, tent, barn, detached garage, or any other building of a similar nature shall be used any time as a residence, either temporarily or permanently.

**Section 6. Above Ground Swimming Pools.** No above ground swimming pools shall be erected or installed on a Lot

**Section 7. Access to Lots.** The Association, its agents or employees, shall have access to each Lot from time to time during reasonable working hours, upon oral or written notice to the Owner, as may be necessary for the maintenance, repair or replacement of any portion of the Common Area, or facilities situated upon such Lot which serve another Owner's Lot. The Association or its agent(s) shall also have access to each Lot at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Area or another Lot

**Section 8. Clothes Drying.** No clothesline may be erected or maintained on any Lot. No drying or airing of any clothing, towels, or bedding shall be permitted outdoors on any Lot or in any other unenclosed area (including porches and patios) within the Property.

or garbage. All improvements erected on Lots shall be maintained in a clean, neat, and orderly condition and in a good state of maintenance and repair

**Section 14. Vehicles and Parking.**

- a Each Owner shall provide space for parking (2) automobiles on his Lot prior to occupancy of any dwelling constructed on such Lot in accordance with reasonable standards established by the Architectural Review Committee
- b No vehicle shall be parked on any street except on a temporary basis. No automobiles may be parked on any Lot, except in the driveway serving such Lot or inside a garage.
- c No commercial vehicles over one (1) ton capacity, aircraft, boat, boat trailer, jet ski, automobile trailer, bus (including school bus), motor home, travel trailer, house trailer, camper or other recreational vehicle may be stored overnight on any Lot unless the same be within an enclosed garage or area not visible from the streets or from adjoining dwellings. This restriction shall not apply to sales trailers, construction trailers, or other vehicles and construction equipment which maybe used by Declarant and/or Builder(s), and its/their agents and contractors, in the conduct of its/their business prior to completion of sales. No stripped, partially wrecked, or junked motor vehicle, or part thereof, or unlicensed vehicles may be kept, or stored, on a Lot
- d No vehicle of any size which transports inflammatory or explosive cargo may be kept within the Property at any time

**Section 15. Antennas.** No towers, aerials, antennas, or other apparatus for the transmission or reception of television, radio, satellite, or other signals of any kind which are located outside of the dwelling on the Property, or any other external electronic equipment or devices, may be installed or maintained on any exterior of any structure erected on a Lot unless the location, size and design has been approved by the Architectural Review Committee, except (i) a customary antenna, which shall not extend more than ten (10) feet above the top roof ridge of the dwelling; and (ii) a satellite disc or dish no larger than eighteen inches (18") in diameter. No towers, aerials, antennas or other similar apparatus shall be located on the front or street facing elevation(s) of any dwelling. No freestanding transmission or receiving towers or any non-standard television antennae may be located upon a Lot

**Section 16. Exercise and Recreational Equipment.** All swing sets, treehouses, play houses, children's climbing or play apparatus, sandboxes, wading pools, soccer goals, basketball goals, volleyball and badminton nets, and similar equipment must be located within the rear yard, and building setback lines, and must otherwise meet with the approval of the Architectural Review Committee as to design, construction, materials, etc. Skateboard ramps are specifically not permitted

**Section 22. Mailboxes.** No mailbox or paper box or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar material shall be erected or located upon any Lot, except such receptacle of standard design as shall have been approved by the Architectural Review Committee. No brick or stone mailboxes shall be erected or allowed to remain within the right-of-way of any street located within the Submitted Property. The Committee may adopt more restrictive requirements, including the requirement for the use of a uniform mailbox design for Overbrook Manor. All mailboxes shall comply with the requirements of applicable governmental agency(ies) (i.e. the City of Concord and/or the North Carolina Department of Transportation).

**Section 23. Removal of Trees.** No living trees measuring ten (10) inches or more in diameter at ground level may be removed, unless such trees are located within ten (10) feet of the dwelling or any accessory building. No trees shall be removed from any Lot until the Owner is ready to commence construction of improvements without approval of the Architectural Review Committee.

**Section 24. HVAC Equipment.** No air conditioning or heating equipment or apparatus shall be installed on the ground in front of, or attached to any front wall of, any dwelling unit on a Lot. Additionally, air conditioning and heating equipment and apparatus on each Lot shall be screened from view of roadways. No window air-conditioning units shall be permitted.

**Section 25. Dwelling Connections for Utilities.** All dwelling connections for all utilities including, but not limited to, water, electricity, gas, telephone and television shall be run underground from the proper connecting points to the dwelling structure in such manner as may be acceptable to the appropriate utility authority.

**Section 26. Decorative Yard Ornamentation and Lawn Furniture.** Seasonal house and lawn decorations must meet with the approval of the Architectural Review Committee and shall be removed within thirty (30) days following the applicable holiday period. No lawn furniture or decorative items, such as statuettes or renderings of animate or inanimate objects, birdbaths, fountains, ornaments, figurines, or any other decorative structure or items are permitted in the front or side yards of any Lot, unless the plans and specifications and a site plan showing the location of the yard ornamentation on the Lot shall have been submitted to the Architectural Review Committee and expressly approved by the same in writing. Failure to submit plans or placing yard ornamentation without the prior written approval of the Architectural Review Committee (as required herein) shall be grounds for the Board of Directors to levy a fine against such Owner. Said fine shall be a lien against the Lot, enforceable as a mortgage upon the filing of such lien as provided herein. Such lien shall be subordinate to the lien of any mortgage of record against such Lot.

**Section 27. Site Distance at Intersections.** All Lots located at street intersections shall be landscaped to permit safe sight across the street corners. No fence, wall, hedge, or shrub planting shall be placed, or permitted to remain, where it would create a traffic or sight problem.

subsequently promulgated by the Architectural Review Committee and/or Board of Directors, the Association or Declarant, shall have the right (among other remedies which may be available), but not the obligation, to enter any Lot and undertake any necessary action in order to cure such Owner's default. All expense and cost incurred by the Declarant or Association in curing such default shall be charged to the defaulting Owner, shall be payable by such Owner to the Declarant or Association immediately upon demand and shall constitute a lien on the applicable Lot until paid

Section 33. Fences and Walls. The construction, design, and location of fences and walls shall be approved by the Architectural Review Committee pursuant to Article VI herein

#### ARTICLE VIII: EASEMENTS

Section 1. General. Declarant reserves easements for the installation and maintenance of driveways, walkways, parking areas, water lines, telephone and electric power lines, gas lines, cable television lines, sanitary sewer and storm drainage facilities, pumping and lift stations (if applicable), silt fences, drainage ditches and for other utility installations over the Property and Common Area, as provided in Article III of this Declaration. Each Owner, by his acceptance of a deed to a Lot, and the Association by its acceptance of a deed to the Common Areas, acknowledges such reservation and the right to Declarant to transfer such easements to such utility companies as Declarant may choose. The easements reserved by Declarant include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or take any similar action reasonably necessary to provide economical utility installation and to maintain the overall appearance of the Development

An easement is hereby established for the benefit of the appropriate governmental entity (and any other person or firm providing services to the Property under agreement with or at the direction of the Association) over all Common Area as may be reasonably necessary for the setting, removal and reading of water meters, and the maintenance and replacement of water, sewer and drainage facilities and for the fighting of fires and collection of garbage

Certain of the easements referred to herein and reserved by Declarant may, but need not, be shown on the Maps. Declarant further reserves the right to locate wells, pumping stations, lift stations and tanks within any Common Areas or on any residential Lot designated for such use on any Map or upon any Lot adjacent to such designated Lot.

Declarant reserves the right and easement to erect permanent fences and/or walls on the Common Area and Lots (other than areas of the Lots upon which buildings are constructed) for the purposes of providing screening, privacy, decoration, retainage and topographical stability in connection with the overall plan and development of the Property and the various Lots located thereon.

Within any such easements, no structure, planting or other material shall be placed or permitted to remain which may interfere with the installation of sewage disposal facilities and utilities, or which may change the direction of flow or drainage channels in the easements or

subdivision signs and landscaping and/or lighting surrounding the same. The Association shall maintain any subdivision signs, and the associated landscaping and lighting erected on Lot No. 1 and Lot No. 19. The costs of all such maintenance, repair and replacement of such signs, landscaping and lighting shall be part of the common expenses of the Association, payable by the Owners as set out in Article V hereof.

**Section 3. Right-of-way Over Roadways** Declarant hereby reserves, for the benefit of itself, its agents, employees, lessees, invitees, designees, successors and assigns, and grants to the Association, its agents, employees, lessees, invitees, designees, successors and assigns, and to each Owner of a Lot, their family members, tenants, guests, invitees, successors and assigns, and to each Occupant of a Lot, and to all governmental and quasi-governmental agencies and service entities having jurisdiction over the Property while engaged in their respective functions, a perpetual non-exclusive easement, license, right and privilege of passage and use, both pedestrian and vehicular, over and across the Roadways for the purpose of providing access, ingress and egress to and from, through and between the Property.

The Association or any Lot Owner shall not place any Improvements or make any changes to the Roadways or any site lines across a lot at any intersection that would cause the City of Concord not to accept the Roadways for public maintenance. If an Owner does not correct such items, the Declarant or Association shall have the right to correct such items and bill and place a Special Individual Assessment on such lot.

**Section 4. Emergency** There is hereby reserved without further assent or permit and to the extent allowed by law, a general easement to all firemen, ambulance personnel, policemen and security guards employed by Declarant and all similar persons to enter upon the Property or any portion thereof, in the performance of their respective duties.

**Section 5. Municipal Easement** A general easement of access is granted to all utility providers, into, over and through each Lot for the purpose of maintaining, repairing and servicing the utility lines located on said Lot and for providing municipal services to which said Lot is entitled.

**Section 6. Easement Reserved by Declarant** Declarant hereby reserves such easements on, across and over the Common Area as shall be reasonably necessary for (i) the exercise by Declarant, or any Affiliated Entity of Declarant, or Wilhelm of any right herein reserved, including, without limitation, Wilhelm's or Declarant's right, should Wilhelm or Declarant elect, to annex the Additional Property; and (ii) the development by Declarant or any Affiliated Entity of Declarant, their respective successors and assigns, or Wilhelm of the Additional Property, should Declarant or Wilhelm elect not to annex the Additional Property, including, without limitation, easements for ingress, egress and regress over private roads and streets now or hereafter erected on the Property and easements for the use of all utility lines, fixtures and/or their connections located within the Common Area for the purpose of providing water, light, power, telephone, sewage and sanitary service to the Additional Property.



against the Stormwater Control Facilities, and including all interest charges thereon, together with the costs and expenses of collection incurred by the City or other collecting Person, including court costs and reasonable attorney's fees actually incurred. Each Owner of any portion of the Property served by the Stormwater Control Facilities has a right of contribution against all other Owners of other portions of the Property served by the same Stormwater Control Facilities for payment of such costs and expenses to the extent that the Owner having such right of contribution pays more than such Owner's prorata share thereof, such prorata share being determined either by other assessment provisions of this Declaration or by dividing the acreage of such Owner's portion of the Property served by the Stormwater Control Facilities by the total acreage of the Property served by the same Stormwater Control Facilities

**Section 4. Relocation of Drainage Easements** Drainage easements situated on the Property may be relocated only by written agreement by the Owners of all portions of the Property on which the drainage easement then is located, and by the Owners of all portions of the Property on which the drainage easement is to be relocated. Drainage easements located on the Common Area (i.e. property owned by the Association), may be relocated upon written agreement signed by the Association - upon approval of the Board of Directors without vote of the Members. The consent of tenants and Mortgagees of the affected Lots shall not be required for the relocation to be effective. All relocations of a drainage easement shall be accompanied with a letter sealed by a professional engineer licensed in the State of North Carolina stating that the relocated drainage easement will not cause any adverse stormwater runoff unto adjoining Property.

Notwithstanding anything herein to the contrary, no relocation of any drainage easement shall be valid without the without the prior approval of the Concord Stormwater Administrator or his/her Deputy. City approval shall be evidenced by the signature of the Concord Stormwater Administrator or his/her Deputy on the recorded plat or other instrument of the relocation, without the required City signature is void *ab initio*

Relocation of a drainage easement is valid from the later of the time of either record the plat or other instrument of relocation in the Registry or such later date specified therein

## ARTICLE X: GENERAL PROVISIONS

**Section 1. Covenants Running with the Land** All provisions of this Declaration shall be construed to be covenants running with the land, and with every part thereof and interest therein, and every Owner or any other person or legal entity claiming an interest in any lot, and his heirs, executors, administrators, successors and assigns, shall be bound by all of the provisions of this Declaration

**Section 2. Duration** The covenants, conditions and restrictions of this Declaration shall be binding for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive and additional periods of ten (10) years each

Declarant or any Owner to enforce any of the foregoing restrictions or other provisions shall in no event be deemed a waiver of their right to do so thereafter. Invalidation of any covenant, condition or restriction or other provision of this Declaration shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

Section 6. Headings. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying or adding to the particular paragraphs to which they refer.

Section 7. Unintentional Violation of Restrictions. In the event of an unintentional violation of any of the foregoing restrictions with respect to any Lot, the Declarant or its successors reserves the right by and with the mutual written consent of the then Owner or Owners of such Lot to change, amend or release any of the foregoing restrictions as the same may apply to that particular Lot

Section 8. Severability The provisions of this Declaration are severable and the invalidity of one or more provisions hereof shall not be deemed to impair or affect in any manner the validity, enforceability or effect of the remainder hereof

Section 9. Reservation of Declarant Rights.

(a) Declarant and Wilhelm reserve the right to assign all or a portion of any rights or easements reserved herein by a written assignment thereof, recorded in the Cabarrus County Public Registry

(b) Pursuant to N.C.G.S. Section 47F-1-103(28), Declarant and Wilhelm reserve "Special Declarant Rights" which mean and refer to rights reserved for the benefit of a Declarant including, without limitation, any right (i) to complete improvements indicated on plats and plans filed with the Declaration; (ii) to exercise any development right; (iii) to maintain sales offices, management offices, signs advertising the planned community, and models; (iv) to use easements through the common elements for the purpose of making improvements within the planned community or within real estate which may be added to the planned community; (v) to make the planned community part of a larger planned community or group of planned communities; (vi) to make the planned community subject to a master association; or (vii) to appoint or remove any Director, officer or executive board member of the Association or any master association during any period of Declarant control.

Section 10. Binding Determination. In the event of any dispute or disagreement with or between any Owner(s) relating to, or of any other disputes, disagreements or questions regarding, the interpretation or application of the provisions of this Declaration, the determination thereof by Declarant for so long as Declarant owns at least one Lot in the Development, shall be final and binding on each and all such Owners

Section 11. Occupants Bound. All provisions of the Declaration, any Additional or Supplemental Declaration and the By laws and any and all rules and regulations, use restrictions

IN WITNESS WHEREOF the undersigned has caused this Declaration to be executed effective the day and year first above written

**DECLARANT:**

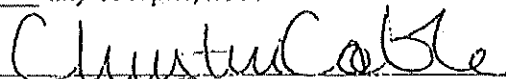
**NIBLOCK HOMES, LLC,  
a North Carolina limited liability company**

By:   
William T. Niblock, Authorized Signer

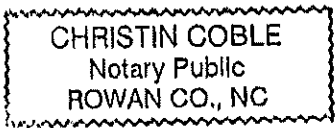
**NORTH CAROLINA  
CABARRUS COUNTY**

Christin Coble  
Rowan, a Notary Public in and for said State and County of  
Rowan, do hereby certify that **William T. Niblock**, authorized signer for  
Niblock Homes, LLC, a North Carolina limited liability company, personally appeared before  
me this day, and being by me duly sworn, says that he executed the foregoing and annexed  
instrument for and on behalf of Niblock Homes, LLC, and that his authority to execute and  
acknowledge said instrument is contained in that **CONSENT OF MANAGER OF NIBLOCK  
HOMES, LLC, TO ACTION WITHOUT MEETING**, which is an instrument duly executed  
and acknowledged, and recorded in **Book 12240, Page 26**, in the Office of the Register of Deeds  
for Cabarrus County, North Carolina, and that this instrument was executed under and by virtue  
of the authority given by said instrument; that the said **William T. Niblock** acknowledged the  
due execution of the foregoing and annexed instrument for the purpose therein expressed for and  
on behalf of Niblock Homes, LLC

Witness my hand and notarial seal, this the 26<sup>th</sup> day of April, 2017

  
Notary Public

My Commission Expires: 02/17/2018



**CONSENT OF LENDER  
TO RESTRICTIVE COVENANTS**

Farmers and Merchants Bank aka F&M Bank, owner and holder, joins in the execution of these Declaration of Covenants, Conditions and Restrictions for Overbrook Manor solely for the purpose of subordinating the lien of the following recorded deed of trust to the Restrictive Covenants: Deed of Trust from Wilhelm Properties, LLC, to Donald D Sayers, Trustee for Farmers and Merchants Bank aka F&M Bank, dated March 29, 2012, and recorded in Book 9939, Page 90, in the Cabarrus County Registry in the original amount of \$318,500.00.

**FARMERS & MERCHANTS BANK  
a/k/a F&M BANK**

By: *William W. Swink, Jr.*  
William W. Swink, Jr.,  
Vice President

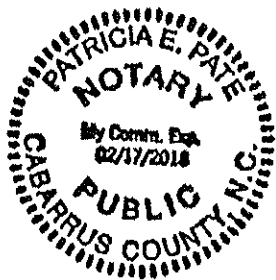
**NORTH CAROLINA  
CABARRUS COUNTY**

I, *Patricia E. Pate*, a Notary Public in and for said State of North Carolina and County of *Cabarrus*, do hereby certify that William W Swink, Jr personally appeared before me this day and acknowledged that he is the Vice President of Farmers & Merchants Bank a/k/a F&M Bank, and that he as Vice President, being authorized to do so, executed the foregoing on behalf of the corporation

Witness my hand and notarial seal, this the *25* day of *April*, 2017

*Patricia E. Pate*  
Notary Public

My Commission Expires: *February 17, 2018*



BYLAWS  
OF  
OVERBROOK MANOR HOMEOWNERS'  
ASSOCIATION, INC.

ARTICLE I  
NAME AND LOCATION

Section 1. Name. The name of the corporation is **OVERBROOK MANOR HOMEOWNERS' ASSOCIATION, INC.**, hereinafter referred to as the "Association".

Section 2. Location. The principal office of the corporation shall initially be located in Cabarrus County, North Carolina, as determined by the Association. The registered office of the Association may be, but need not be, identical with the principal office.

ARTICLE II  
DEFINITIONS

All capitalized undefined terms used in these Bylaws shall have the meanings ascribed thereto in that certain Declaration of Covenants, Conditions and Restrictions for Overbrook Manor, by Niblock Homes, LLC, a North Carolina limited liability company ("Declarant"), recorded in the Office of the Register of Deeds for Cabarrus County, North Carolina, in Book 11460, Page 295.

ARTICLE III  
MEETING OF MEMBERS AND VOTING RIGHTS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock, p.m. If the day for the annual meeting of the Members is a Saturday, Sunday or legal holiday, the meeting will be held at the same hour on the first day following which is not a Saturday, Sunday or legal holiday.

**Section 2. Special Meetings.** Special meetings of the Members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of the Members who are entitled to vote ten percent (10%) of all of the votes appurtenant to the Lots.

**Section 3. Place of Meetings.** All meetings of the Members shall be held at such place as shall be determined by the Board of Directors of the Association.

**Section 4. Notice of Meetings.** Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, not less than 10 days nor more than 60 days before the date of such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the records of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, as well as the purpose of same.

**Section 5. Quorum.** The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, ten percent (10%) of the votes appurtenant to the Lots shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

In the event business cannot be conducted at any meeting because a quorum is not present, that meeting may be adjourned to a later date by the affirmative vote of a majority of those present in person or by proxy. Notwithstanding any provision to the contrary in the Declaration, the quorum requirement at the next meeting shall be one-half (2) of the quorum requirement applicable to the meeting adjourned for lack of a quorum. This provision shall continue to reduce the quorum by fifty percent (50%) from that required at the previous meeting, as previously reduced, until such time as a quorum is present and business can be conducted.

**Section 6. Voting.** The voting rights of each Owner shall be appurtenant to the ownership of Lots in the Development. There shall be two classes of Lots with respect to voting rights:

(a) **Class A Lots.** Class A Lots shall be all Lots except Class B Lots as defined below. Each Class A Lot shall entitle the Owner(s) of said Lot to one (1) vote. When more than one person owns an interest (other than a leasehold or security interest) in any Lot, all such persons shall be Members and the voting rights appurtenant to said Lot shall be exercised as they,

among themselves, determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

(b) Class B Lots. Class B Lots shall be all Lots owned by the Declarant or any affiliated Entity of Declarant and Wilhelm Properties, LLC. Each Class B Lot shall entitle the Owner of said Lot to three (3) votes. The Class B membership shall cease and be converted to Class A membership as provided in the Declaration.

The vote of a majority of the votes appurtenant to the Lots represented in person or by proxy at a meeting at which a quorum is present shall be necessary for the adoption of any matter voted upon by the Members unless a different proportion is required by the Declaration, the Articles of Incorporation, these Bylaws or by law.

No votes allocated to a Lot owned by the Association may be cast.

Section 7. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. A Lot owner may not revoke a proxy except by actual notice of revocation to the person presiding over a meeting of the Association. A proxy is void if it is not dated. A proxy terminates eleven (11) months after its date, unless it specifies a shorter term, and shall otherwise automatically cease upon conveyance by the Member of his Lot.

Section 8. Waiver of Notice. Any Member may, at any time, waive notice of any meeting of the Members in writing and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a Member at any meeting of the Members shall constitute a waiver of notice by him of the time and place thereof except where a Member attends a meeting for the express purpose of objecting to the transaction of any business because the meeting was not lawfully called. If all the Members are present at any meeting of the Members, no notice shall be required and any business may be transacted at such meeting.

Section 9. Informal Action by Members. Any action which may be taken at a meeting of the Members may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the persons who would be entitled to vote upon such action at a meeting and filed with the Secretary of the Association to be kept in the Association's minute book.

#### ARTICLE IV

#### BOARD OF DIRECTORS

**Section 1. Number.** The business and affairs of the Association shall be managed by a Board of Directors comprised of not less than three (3) persons and not more than seven (7) persons. The initial Board of Directors shall be comprised of three (3) persons as set forth in the Articles of Incorporation who shall serve until the first annual meeting of the Members. The number of directors may be increased to not more than seven (7) directors and decreased to not less than three (3) directors by action of the Board of Directors, provided that any vacancy resulting from any such increase shall be filled only at an annual meeting or special meeting of the Members as provided in Article IV, Section 2 hereof, and any such decrease shall not have the effect of shortening the term of any incumbent director. Other than as provided above, the number of directors may be increased or decreased from time to time only by amendment to these Bylaws.

**Section 2. Election and Term of Office.** At the first annual meeting and at each annual meeting thereafter, the Declarant may appoint members of the Board of Directors as provided in Article IV of the Declaration. At the first annual meeting, the Members shall elect three (3) directors, one of which is for a term of three (3) years, another for a term of two (2) years, and the third for a term of one (1) year. Following the first annual election, all directors shall be elected for three (3) year terms to succeed any director whose term has expired. Any director not so appointed by the Declarant shall be elected for a term of one year from nominees selected by a Nominating Committee of the Board of Directors or nominations made from the floor at the annual meeting. Directors shall be elected at the annual meeting of the Members by written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Each director shall hold office until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

**Section 3. Removal.** Any director may be removed from the Board, with or without cause, by the Declarant as provided in Section 7 of the Articles of Incorporation or by a majority vote of the Members of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor. The Members may elect a director at any time to fill any vacancy not filled by the directors.

**Section 4. Compensation.** No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

## ARTICLE V

### MEETINGS OF DIRECTORS



**Section 1. Regular Meetings.** Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

**Section 2. Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two directors, after not less than three (3) days notice to each director.

**Section 3. Quorum.** A quorum is deemed present throughout any meeting of the Board of Directors if persons entitled to cast fifty percent (50%) of the votes on the Board are present at the beginning of the meeting.

**Section 4. Informal Action by Directors.** Action taken by a majority of the directors without a meeting is nevertheless Board action if written consent to the action in question is signed by all of the directors and filed with the minutes of the proceedings of the Board, whether done before or after the action so taken.

**Section 5. Chairman.** A Chairman of the Board of Directors shall be elected by the directors and shall preside over all Board meetings until the President of the Association is elected. Thereafter, the President shall serve as Chairman. In the event there is a vacancy in the office of the Presidency, a Chairman shall be elected by the Board of Directors and serve until a new President is elected.

**Section 6. Liability of the Board.** The members of the Board of Directors shall not be liable to the Members for any mistake of judgment, negligence, or otherwise except for their own individual willful misconduct or bad faith. The Members shall indemnify and hold harmless each of the members of the Board against all contractual liability to others arising out of contracts made by the Board on behalf of the Association unless any such contract shall have been made in bad faith or contrary to the provisions of the Declaration or these Bylaws. It is intended that the members of the Board of Directors shall have no personal liability with respect to any contract made by them on behalf of the Association.

## ARTICLE VI

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

**Section 1. Powers.** The Board of Directors shall have power to:

- (a) adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members

and their guests thereon, and to establish penalties for the infraction thereof, after the conveyance of the Common Area by the Declarant to the Association as described in the Declaration;

(b) suspend the voting rights and right to use of the common areas of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed 60 days for infraction of published rules and regulations;

(c) exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

(d) declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(e) employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties;

(f) employ attorneys to represent the Association when deemed necessary;

(g) grant easements for the installation and maintenance of sewage, utilities or drainage facilities upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Properties; and

(h) appoint and remove at pleasure all officers, agents and employees of the Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient.

Such powers may not be delegated to other persons or to a managing agent.

**Section 2. Duties.** It shall be the duty of the Board of Directors, without limitation, to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is

requested in writing by Members entitled to at least ten percent (10%) of the votes appurtenant to the Lots;

(b) supervise all officers, agents and employees of the Association, and to see that their duties are properly performed;

(c) issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid;

(d) procure and maintain adequate liability insurance covering the Association and the directors and officers thereof and adequate hazard insurance on the property owned by the Association;

(e) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(f) cause the Common Area to be maintained after it has been conveyed to the Association; and

(g) to perform such other duties as may be set forth in the Declaration and in Chapter 47F of the North Carolina General Statutes setting forth the provisions of the North Carolina Planned Community Act, specifically including, but not limited to, §47F-3-103 thereof.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

**Section 1. Officers.** The officers of the Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary, and a Treasurer, and such other officers as the Board may from time to time by resolution create.

**Section 2. Election of Officers.** The Declarant may appoint any officers of the Association in accordance with the provisions of the Declaration. Such appointments and the election of any additional officers not so appointed shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

**Section 3. Term.** Each officer of the Association shall hold office for one (1) year or until his death, resignation, retirement, removal, disqualification, or his successor is elected and qualifies.

Section 4. Special Appointments. The Declarant (as provided in the Declaration) or the Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Declarant (as provided in the Declaration) or the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Declarant (as provided in the Declaration) or the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. Compensation. No officer shall receive any compensation from the Association for acting as such.

Section 9. Duties. The duties of the officers are as follows:

President

(a) The President shall be the principal executive officer of the Association, and subject to the control of the Board, shall supervise and control the management of the Association. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, deeds of trust, deeds and other written instruments (such as amendments to the Declaration on behalf of the Association).

Vice-President

(b) The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

### Secretary

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their addresses, and shall perform such other duties as required by the Board (including, without limitation, joining in the execution of legal documents requiring a full corporate execution, such as deeds, deeds of trust, amendments to the Declaration, etc.).

### Treasurer

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members.

Such duties may not be delegated to other persons, unless assistant officers are appointed or elected, which is specifically permitted hereby. However, the Board of Directors may employ a managing agent of the Association pursuant to the provisions of the Declaration. The duties of a managing agent shall be prescribed by the Board of Directors.

## ARTICLE VIII

### COMMITTEES

An Architectural Review Committee shall be established in the manner as provided in the Declaration. In addition, the Board of Directors shall appoint other committees (including a Nominating Committee as described in Article IV, Section 2 hereof) as deemed appropriate in carrying out its purpose.

## ARTICLE IX

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

## ARTICLE X

### ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within fifteen (15) days after the due date the assessment shall bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, plus such late charge as may be established by the Board of Directors, and the Association may bring an action at law against the Member personally obligated to pay the same or foreclose the lien against the property described in the Declaration. Interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Member may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his Lot.

## ARTICLE XI

### CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: OVERBROOK MANOR HOMEOWNERS' ASSOCIATION, INC., NORTH CAROLINA, 2017.

## ARTICLE XII

### AMENDMENTS

Section 1. Subject to the terms of Article IV of the Declaration, these Bylaws may be amended, at a regular or special meeting of the Members, by a vote of a majority of the votes appurtenant to the Lots represented in person or by proxy at a meeting at which a quorum is present.

Section 2. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

### ARTICLE XIII

#### MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

### ARTICLE XIV

#### INDEMNIFICATION OF DIRECTORS, OFFICERS AND OTHERS

The Association shall indemnify any director or officer or former director or officer of the Association or any person who may have served at the request of the Association as a director or officer of another corporation, whether for profit or not for profit, against expenses (including attorneys' fees) or liabilities actually and reasonably incurred by him in connection with the defense of or as a consequence of any threatened, pending or completed action, suit or proceeding (whether civil or criminal) in which he is made a party or was (or is threatened to be made) a party by reason of being or having been such director or officer, except in relation to matters as to which he shall be adjudged in such action, suit or proceeding to be liable for negligence or misconduct in the performance of duty.

The indemnification provided herein shall not be deemed exclusive of any other rights to which those indemnified may be entitled under any statute, bylaw, agreement, vote of members or disinterested directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

The Association may purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against him and incurred by him in such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability.

The Association's indemnity of any person who is or was a director, officer, employee or agent of the Association, or is or was serving at the request of the Association, as a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, shall be reduced by any amounts such person may collect as indemnification (i) under any policy of insurance purchased and maintained on his behalf by the Association or (ii) from such other corporation, partnership, joint venture, trust or other enterprise.

Nothing contained in this Article XIV, or elsewhere in these Bylaws, shall operate to indemnify any director or officer if such indemnification is for any reason contrary to any applicable state or federal law.

## ARTICLE XV

### ARBITRATION

Any claim which shall be made against one or more members of the Board of Directors shall be settled by arbitration except as otherwise provided herein, in the Declaration or under any applicable law, and judgment upon the award may be entered in any court having jurisdiction thereof. Such arbitration shall be commenced upon the delivery of such claim, in writing, to one or more members of the Board; and shall be before one disinterested arbitrator if one can be agreed upon, otherwise before three disinterested arbitrators, one named by the Director(s), one by the Member(s), and one by the two thus chosen. The arbitrator or arbitrators shall determine the controversy in accordance with the laws of North Carolina as applied to the facts found by him or them. If the Director(s) or the Member(s) shall refuse or fail to so name an arbitrator within thirty (30) days after written notice from the other party requiring the naming of an arbitrator, then the arbitrator so named by the party not in default hereunder shall have the power to proceed to arbitrate and determine the matters in controversy as if he were an arbitrator appointed by both parties for that purpose, and his award in writing signed by him shall be final. The rules of procedure for the arbitration hearing may be adopted by the arbitrators. All arbitration proceedings hereunder shall be conducted in Cabarrus County, North Carolina.

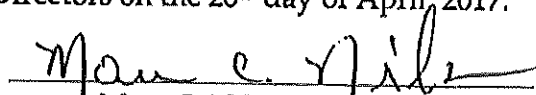
## ARTICLE XVI

### NORTH CAROLINA PLANNED COMMUNITY ACT

The provisions contained hereinbefore in these Bylaws notwithstanding, nothing herein contained shall be construed so as to be in conflict with, or contrary to, those provisions of Chapter 47F of the North Carolina General Statutes, entitled the "North Carolina Planned Community Act".



The foregoing were adopted as Bylaws of Overbrook Manor Homeowners' Association, Inc., a non-profit corporation, under the laws of the State of North Carolina, at the first meeting of the Board of Directors on the 26<sup>th</sup> day of April, 2017.

  
\_\_\_\_\_  
Marc C. Niblock, Secretary

APPROVED:

  
\_\_\_\_\_  
William T. Niblock, President

# Attachment A: Scope of Services

## Woolpert's Contacts

David Welling, AIA, CCCA, LEED®  
Project Manager  
Direct Line (704) 526-3130  
[david.welling@woolpert.com](mailto:david.welling@woolpert.com)

Andrew R. Pack, PLA, ASLA  
Project Director  
Direct Line (704) 526-3102  
[andrew.pack@woolpert.com](mailto:andrew.pack@woolpert.com)

## Services

### General

The following scope of work includes proposals from Henson Folie Design Inc. - Dunbar Geomatics Group, PLLC for survey work and STV Inc. to provide Roadway Improvements on Cox Mill Road (SR 1448). Objective to facilitate a DOT approved entrance into the JE Ramseur Park as detailed in the following documents and by reference included as part of this proposal.

- Henson Folie Design Inc. - Dunbar Geomatics Group, PLLC, proposal dated March 23, 2023 - Proposal for Additional Surveying Services for J.E. "Jim" Ramseur Park, Concord, Cabarrus County, NC, Tax Parcel #'s 4680238327, 4680332486 and 4680432510
- STV Inc. proposal dated March 14, 2023 - EXHIBIT A, SCOPE OF SERVICES for Roadway Improvements on Cox Mill Road (SR 1448) for J.E. Ramseur Park

With the Park Project bidding ahead of the STV design, Woolpert will coordinate with STV an assumed approach for the design of the Park entrance drive as defined by the Civil Drawings.

- Coordinated location for the Park entrance drive with STV and the Owner.
- Location for the Park Sign to be shown on the Civil site plan as coordinated with the Owner.

## I. Time Frame & Schedule

1. Woolpert shall coordinate with the consultants to perform the services as outlined in this proposal as expeditiously as is consistent with professional skill and care and the orderly progress of the project. Reasonable extensions of time for unforeseen or unavoidable delays may be made by mutual consent of the parties involved. For the purpose of this Agreement, the schedule noted by the proposal(s) will begin with the date that Woolpert receives written notice to proceed (or purchase order) from the City.
2. Coordination with Utility companies, the City and DOT are beyond the control of Woolpert or the consultants.

# Attachment B: Compensation

## Lump Sum Summary

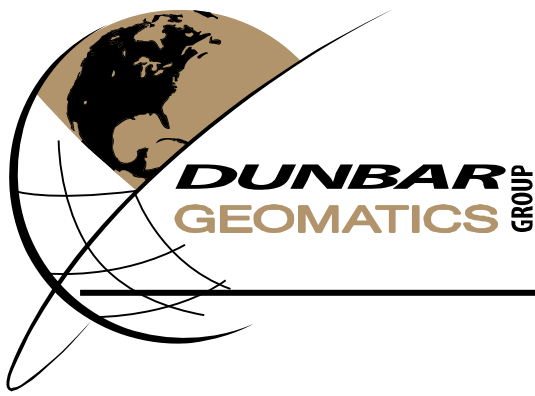
1. Henson Folie Design Inc. - Dunbar Geomatics Group, PLLC, Proposal Expenses and Fees:
    - Survey Dunbar Geomatics Group, PLLC: .....\$ 11,700.00
    - Henson Folie Coordination at 10 %.....\$ 1,170.00
  
  2. STV Inc. Services Fees:

*\*The following construction design fees are based upon the aforementioned scope of work and a projected total construction budget of the park is \$ 16,500,000 to 19,000,000 dollars.*

    - Roadway Improvements .....\$ 57,000.00
  
  3. Woolpert Administrative Coordination Items 1 & 2 at 10% .....\$ 6,987.00
- Total Fee (Items 1 & 2 & 3).....\$ 76,857.00**

## Attachment C: Henson Folie - Dunbar Geomatics Group, PLLC, Proposal

- Henson Folie Design Inc. - Dunbar Geomatics Group, PLLC, proposal dated March 23, 2023 - Proposal for Additional Surveying Services for J.E. "Jim" Ramseur Park, Concord, Cabarrus County, NC, Tax Parcel #'s 4680238327, 4680332486 and 4680432510



## PROFESSIONAL SURVEYORS

P.O. BOX 3053 ♦ Huntersville, North Carolina 28070  
Phone: 704.766.1470 ♦ www.dunbargeomatics.com

March 23, 2023

Jay Henson  
Henson-Foley  
121 Gilead Road  
Huntersville, NC 28078

**Re: Proposal for Additional Surveying Services for J.E. "Jim" Ramseur Park, Concord, Cabarrus County, NC, Tax Parcel #'s 4680238327, 4680332486 and 4680432510**

Dear Mr. Henson:

At your request, Dunbar Geomatics Group, PLLC, is pleased to submit this proposal to render professional Surveying and Mapping services for the project as referenced above. The park property consists of three (3) parcels located along the westerly side of Cox Mill Road and is approximately 28.6 acres total.

Dunbar Geomatics Group, PLLC, hereinafter referred to as DGG, proposes to provide Henson-Foley, hereinafter referred to as the Client, the following professional services:

### 1. SCOPE OF SERVICES

#### A. TOPOGRAPHIC SURVEY FOR TURN LANES

DGG will run a field topographic survey to supplement the previous surveys by this firm along Cox Mill Road. We will extend the limits of the current ground survey to an area approximately 500' northerly to 500' southerly of the centerline of the existing northerly entrance to the high school extending to 100' each side of the existing roadway pavement. Our sub-consultant will identify and mark utilities within this area and we will locate and map them. We will locate any storm drainage structures and sanitary sewer manholes and obtain inverts. We will locate the trees within the survey limits except in heavily wooded areas we will locate the extent of the tree line. We will locate any other improvements within the survey limits.

We will also research properties on the northerly side of the high school and locate additional property irons to try and establish additional existing Cox Mill Road right of way to the northerly survey limits.

All elevations will be based on NAVD 88. The field work will be reduced in the office to be certain of its mathematical accuracy and merged with the previous topographic survey data.

This survey will be made in accordance with (a) the Standards of Practice for Land Surveying in North Carolina, pursuant to Title 21, Chapter 56, Section 1600 of the North Carolina Administrative Code. We will provide a digital copy of the survey in an AutoCAD format.

## **2. ADDITIONAL SERVICES AND EXTRA WORK**

Services not specifically included in Section 1. Scope of Services will be performed as additional services on an hourly basis, plus reimbursable expenses in accordance with our Rate Schedule in effect at the time services are rendered. A copy of our current rate schedule is enclosed with this Agreement. Services and fees provided in this Agreement are based upon governmental rules, regulations and policies in effect at the time of execution of this Agreement. Should changes take effect during the period services are being performed and result in additional DGG work requirements, this Agreement will be modified by approval of the parties. In addition, DGG will perform additional services beyond the work described within this Agreement as requested and authorized by the Client. When such work can be identified in advance, DGG will provide reasonable estimate for such work and will obtain written authorization.

## **3. FEES AND COMPENSATION**

Compensation for work performed under Items 1.A. through 1.D., Scope of Services above will be a Lump Sums plus direct and out of pocket expenses in the following amounts.

### **1.A. TOPOGRAPHIC SURVEY FOR TURN LANES \$ 11,700.00**

The above fees are for providing Items 1.A. above one time only. Any requests outside of the scope of services in Items 1.A. above, will be provided on a time and material basis in accordance with our rate schedule in effect at the time services are rendered. A copy of our current rate schedule is included as Attachment 'A' herewith. The client will be notified as we approach 90% of the allowance.

## **4. TIME OF PERFORMANCE**

DGG will schedule services promptly upon receipt of one executed copy of this Agreement. The project schedule will be coordinated with the client in order to meet desired target dates. Client acknowledges that surveying is an outdoor activity and is affected by inclement weather which may cause unforeseen delays.

## 5. OUTSIDE SERVICES

Outside services not specifically included in this Agreement are as follows:

- A. Legal Services;
- B. Title Searches or Abstracting;
- C. Engineering analysis or certification;
- D. Land Platting;
- E. Construction Staking;
- F. Wetland delineation or location;
- G. Services not specifically described in Section 1. of this Agreement.

## 6. RESPONSIBILITIES OF CLIENT

DGG's performance under this Agreement is contingent upon the Client or others designated by the Client providing the following:

- A. A title search of the property done by an attorney.
- B. Any recorded or unrecorded easements or encumbrances other than as shown on the referenced plat.

## 7. PROVISIONS AND CONDITIONS

- A. Acceptance Period. This proposal is effective for a period of sixty (60) days from the date shown. If not accepted in writing within this period, DGG reserves the right to modify any portion thereof or withdraw the proposal in its entirety.
- B. Ownership of Documents. All documents, including original drawings, notes, data and report originals are and shall remain the property of DGG as an instrument of service. If so requested in writing, the Client will be provided reproducible drawings and other documents in consideration of which the Client agrees to use them without alteration solely in connection with the project.
- C. Termination and Liability. Either party upon seven (7) days written notice may terminate with or without cause this Agreement. In the event of termination, Client shall be bound to pay DGG for all services rendered to the effective date of termination, all reimbursable expenses and collection and/or legal fees. Neither DGG nor their subcontractors shall be jointly, severally or individually liable to the owner in excess of the compensation to be paid pursuant to this Agreement.
- D. Duration of Fees Provided. The client recognizes that the fees as provided herein are market sensitive and based on the costs of doing business today. DGG has no control over the length or phasing of the construction period(s). The costs as provided herein are good for a period of twenty-four (24) months from the date of this signed contract. If construction extends beyond this time period DGG reserves the right to re-negotiate the fees as provided herein solely at our discretion.

We hope that this Agreement satisfactorily responds to your request. If the Agreement is acceptable, one original copy, signed by a duly authorized representative of the Client, should be returned and will serve as authorization to proceed. By signing below, the undersigned hereby represents and warrants that they have full authority to contract on the Client's behalf for the services and fees proposed herein. If you have any questions, please do not hesitate to call.

Sincerely,

**Henson-Foley**

Charles J. Dunbar, P.L.S., Manager

*Charles J. Dunbar*

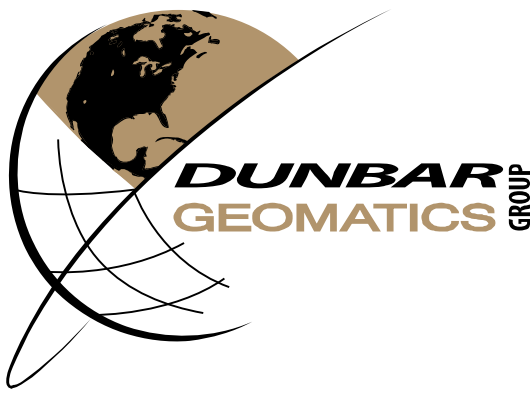
Dunbar Geomatics Group, PLLC  
704.506.4126  
cjdunbar@dunbargeomatics.com

\_\_\_\_\_  
Authorized Signature and Title

\_\_\_\_\_  
Date

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





## PROFESSIONAL SURVEYORS

P.O. BOX 3053 ♦ Huntersville, North Carolina 28070  
Phone: 704.766.1470 ♦ [www.dunbargeomatics.com](http://www.dunbargeomatics.com)

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### ATTACHMENT 'A'

#### Hourly Rate Schedule Effective January 1, 2023

<b><u>Classification</u></b>	<b><u>Hourly Rate</u></b>
Project Manager	\$ 140.00
Expert Witness, PLS	\$ 168.00
Professional Land Surveyor	\$ 130.00
Sr. Survey Technician	\$ 95.00
Survey Technician / CAD	\$ 84.00
Survey Crew (3-man)	\$ 180.00
Survey Crew (2-man)	\$ 150.00
Survey Crew (1-man / GPS)	\$ 120.00
Clerical	\$ 63.00
Mileage	\$ 0.655 / mile
Subcontract Services	Cost plus 10%
<b><u>Prints / Plots</u></b>	
24"x36" Mylar	\$ 10.00 per sheet
24"x36" Bond	\$ 1.00 per sheet

## Attachment D: STV Inc. Proposal

- STV Inc. proposal dated March 14, 2023 - EXHIBIT A, SCOPE OF SERVICES for Roadway Improvements on Cox Mill Road (SR 1448) for J.E. Ramseur Park

**EXHIBIT A  
SCOPE OF SERVICES**

*for*

**Roadway Improvements on Cox Mill Road (SR 1448) for J.E. Ramseur Park**

*Located in*

**CONCORD, NC**

March 14, 2023

**PROJECT DESCRIPTION**

The following scope of services is for the design of the proposed improvements to Cox Mill Road (SR 1448) for J.E. Ramseur Park in Concord, NC. The design shall include:

- Adding a right turn lane on Cox Mill Road into J.E. Ramseur Park. Assumed total length of turn lane, including 50' of storage and deceleration length, is 200 feet.
- Removing a portion of the existing concrete median on Cox Mill Road and adding a left turn lane into J.E. Ramseur Park.
- Providing a driveway turnout for J.E. Ramseur Park slightly offset from the northernmost driveway of Cox Mill High School. Driveway turnout limits not to exceed 60' from existing edge of Cox Mill Road.

It is assumed that roadway improvements along Cox Mill Road will be a shoulder section with ditches to match the existing conditions. This scope of services is to prepare plans and provide an engineer's estimate.

**A. PROJECT MANAGEMENT**

- i. Invoices – Prepare monthly invoices
- ii. Coordination Meetings - monthly conference call with the consultant team
- iii. Coordination with J.E. Ramseur site design and Cox Mill Elementary and High School to drive project to completion
- iv. QA/QC Documentation – Perform regular on-going review of QA/QC activities on the project

*Assumptions/Exclusions:*

*Monthly progress reports are not included.*

*The project schedule from Notice to Proceed to completion is approximately 6 months.*

## **B. ROADWAY DESIGN**

- i. This scope of services covers the following:
  - i. Right-of-Way Plans will be provided in accordance with current NCDOT and City of Concord Standards.
  - ii. Provide bid quantities
- ii. The drawings will be prepared in Microstation V8i format.
- iii. STV will provide bid quantity take-offs to be compiled in an Engineer's estimate.
- iv. Submittals will be handled via email.
- v. STV will attend up to 2 meetings, 1 hour each.
- vi. STV will provide the following bid phase services:
  - (a) Bid Document Preparation – The City will provide the upfront provisions and legal forms for the bid document; STV will compile along with Project Special Provisions.
  - (b) Answer RFI's (up to 10 manhours has been included in the fee for this service)
- vii. STV will prepare an NCDOT Encroachment Agreement including sight distance exhibits.

### *Assumptions/Exclusions:*

*Retaining wall design excluded.*

*Concord will provide a pavement design.*

*Real Estate Acquisition and Right-of-Way Assistance Services are excluded.*

*Construction Administration Services Excluded.*

*Attending pre-bid and pre-construction conferences are excluded.*

## **C. DESIGN – HYDRAULICS & EROSION CONTROL**

- i. Hydraulics
  - (a) STV will provide drainage design to convey storm water runoff from the proposed roadway to the existing drainage outfalls. We will provide calculations in accordance with NCDOT's "Guidelines for Drainage Studies and Hydraulic Design." We will provide a Design/Calculations Notebook for NCDOT Submittal which will include project description,

drainage area maps, hydrologic/hydraulic calculations, pre and post project flow calculations, and site photographs with drainage field notes.

- (b) Storm systems will be designed using MicroStation V8i and Geopak Drainage. Design will include peak discharge determination using Rational Formula, gutter spread calculations, inlet capacity, pipe system design, outfall channel design, and roadway ditch design.

ii. Erosion Control

- (a) STV will prepare erosion control plans in accordance with North Carolina's "Erosion and Sediment Control Planning and Design Manual." We anticipate preparing a two-phase erosion control plan that includes a clearing & grubbing phase and final phase.

iii. Deliverables:

- (a) Erosion control plans
- (b) Drainage design on roadway plans
- (c) Redline Drainage plan for review by NCDOT
- (d) Storm Water Design Calculations notebook for submittal to NCDOT
- (e) Drainage Summary Sheet

*Assumptions/Exclusions:*

*No special structure designs are included.*

*No pond design or storm water management plan (BMPs).*

*No downstream improvements design included.*

*No FEMA floodplain permitting is included or anticipated.*

*Since considered a developer type project by NCDOT, assume drainage will be drawn in profile on the roadway profiles and drawn on roadway cross sections.*

*A grading permit is not required if less than 1 acre of disturbed area. This project is not anticipated to disturb more than one acre. If greater than one acre of disturbed area; an Erosion Control permit package will need to be submitted to NCDEQ and will be negotiated as a supplemental.*

*Drainage design notebook will be provided for submittal to NCDOT.*

**D. ENVIRONMENTAL**

- i. Excluded. The project area was previously screened for environmental features and none were identified.

**E. SURVEY**

- i. Excluded.

## **F. PAVEMENT MARKINGS/SIGNING**

- i. Pavement Marking & Signing Plans will be provided in accordance with current NCDOT and City of Concord Standards.
- ii. Quantities will be provided in bid quantity estimate.

## **G. TRANSPORTATION MANAGEMENT PLAN**

- i. The Consultant will furnish a Transportation Management Plan (TMP) that will indicate the Consultant's proposed phasing of construction.
- ii. The Consultant will prepare the TMP for roadway construction in conformance with the following:
  - (a) Manual of Uniform Traffic Control Devices for Streets and Highways (MUTCD) - The MUTCD shall be the edition current as of the date Final Traffic Control plans are begun as prepared by the National Advisory Committee on Uniform Traffic Control Devices, including subsequent revision,
  - (b) The most recent edition of the “North Carolina Supplement to the MUTCD, Part VI; NCDOT,
  - (c) “The State Policy and Procedure for Traffic Control Through Construction Work Zones”, and
  - (d) The 2018 edition of the “Highway Design Branch Roadway Design Standards”, with all subsequent revisions.
- iii. The final TMP will include a phasing sequence which will include the work to be done in each phase, the traffic control details of each phase, and any special details such as time limitations, hour of day limitations, or intermediate completion times. Temporary pavement markings will be included. The final TMP will be submitted to NCDOT prior to construction for a final review.

### *Assumptions/Exclusions:*

*Offsite detours and/or lane closures anticipated; if on-site detours required, supplemental design fee may be required.*

*Shoring design is not included. If identified as needed during design, it could be added as an additional service.*

## **H. UTILITY COORDINATION**

- i. Time included for this task is for an initial field visit and screening/review of SUE provided by the City. After existing utilities are identified, Utility Coordination will be fully scoped as a supplemental.

**I. TECHNICAL SPECIFICATIONS, QUANTITIES, COST ESTIMATE**

i. Design will conform to the following:

- (a) City of Concord’s Standards
- (b) NCDOT 2018 Standard Specifications
- (c) NCDOT 2018 Roadway Standard Drawings
- (d) NCDOT Roadway Design Manual
- (e) 2018 AASHTO’s A Policy on Geometric Design of Highways and Streets (Green Book)
- (f) 2009 Manual on Uniform Traffic Control Devices (MUTCD)
- (g) NCDOT’s “Guidelines for Drainage Studies and Hydraulic Design”

ii. Bid quantities are included.

**J. REGULATORY REVIEWS AND PERMITS**

<u>Agency</u>	<u>Type of Review/Permit</u>
CITY/NCDOT	All submittals
NCDEQ	Erosion Control permitting if disturbed area greater than 1 acre

For the scope listed above, the total fee required will be \$57,000.



# State of Oklahoma Contract

**SW0797C**

**FY 2023**

Preparer: \_\_\_\_\_

**Base Model**

Mobility Trans 3.5L V6 10,360 GVWR

Base Model Price: \$ 91,550.00



Options: \$

Other Available Options: \$

Unpublished Options: \$

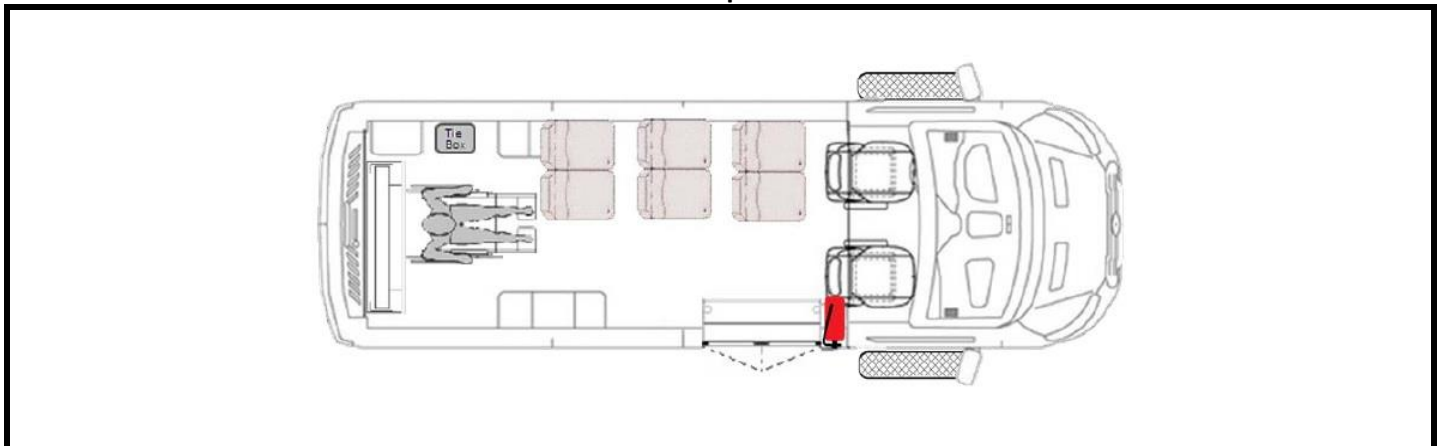
Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
	Rear	1	7	No

QTY Vehicles:  Total Contract Price: \$  -

**Customer Info**

<b>Customer:</b>	
<b>Address:</b>	
<b>Contact:</b>	
<b>Office Phone:</b>	
<b>Mobile Phone:</b>	
<b>E-Mail:</b>	

**Floorplan**





**Chassis**

Ford Transit 350 HR DRW chassis - 10,360# GVWR, 148" WB EL  
3.5L PFDI V6 gasoline engine  
10-Speed Automatic Transmission  
250-amp alternator  
Power-assisted hydraulic front & rear disc brakes  
4-wheel anti-lock brake system  
25-gallon OEM fuel tank  
Independent Macpherson strut front suspension with stabilizer bar  
Leaf spring rear suspension  
AdvanceTrac w/Roll Stability Control (RSC) w/Forward Collision Warning  
Power steering  
Cruise control  
Dual batteries  
Vinyl driver and co-pilot seats  
Driver/Co-pilot sun visor  
Tilt/Telescoping steering wheel  
Power windows  
Power door locks  
Power mirrors  
OEM chassis dash heater, A/C, and defroster  
Oxford White

**Body**

Driver and co-pilot running boards  
Electric passenger entry bus door  
Ford OEM 2-passenger seats with 3-pt passenger seat belts  
Altro flooring

**ADA**

Braun Millenium wheelchair lift (800# capacity)  
One (1) Q'Straint QRT-MAX retractable wheelchair securement system  
Securement system storage box  
Two (2) tiedown webbing loops  
ADA interlock  
ADA-compliant ramp and door entrance lighting

**Safety**

5 lb. fire extinguisher  
First aid kit  
Emergency triangle kit  
Body fluid clean up kit  
Backup alarm  
Belt cutter

**BID TABULATION**  
Construction of Substation W

City of Concord  
Concord, North Carolina

Date: April 18, 2023  
Time: 2:00 PM, EDST

<u>Bidder</u>	<u>Carolina Power &amp; Signalization</u>	<u>Service Electric Company</u>	<u>Sumter Utilities, Inc.</u>	<u>Pike Electric, LLC</u>	<u>High Voltage Specialists</u>
<b>Total, Construction</b>	<b>\$ <u>1,178,293.00</u></b>	<b>\$ <u>1,267,865.00</u></b>	<b>\$ <u>1,268,934.67</u></b>	<b>\$ <u>1,495,623.25</u></b>	<b>\$ <u>1,567,388.80</u></b>
Bid Bond	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>	<u>✓</u>
<u>Additional Prices to be used on City Approved Changes:</u>					
Unit Adder for Additional Concrete	\$ <u>775.00 /cu. yd.</u>	\$ <u>1,250.00 /cu. yd.</u>	\$ <u>2,500.00 /cu. yd.</u>	\$ <u>2,260.00 /cu. yd.</u>	\$ <u>2,500.00 /cu. yd.</u>
Unit Adder for Additional Rebar #3	\$ <u>1.14 /ft.</u>	\$ <u>0.52 /ft.</u>	\$ <u>0.53 /ft.</u>	\$ <u>0.56 /ft.</u>	\$ <u>2.50 /ft.</u>
Unit Adder for Additional Rebar #4	\$ <u>1.41 /ft.</u>	\$ <u>0.92 /ft.</u>	\$ <u>0.94 /ft.</u>	\$ <u>1.00 /ft.</u>	\$ <u>2.50 /ft.</u>
Unit Adder for Additional Rebar #5	\$ <u>2.10 /ft.</u>	\$ <u>1.44 /ft.</u>	\$ <u>1.47 /ft.</u>	\$ <u>1.56 /ft.</u>	\$ <u>2.50 /ft.</u>
Unit Adder for Additional Rebar #6	\$ <u>2.43 /ft.</u>	\$ <u>2.07 /ft.</u>	\$ <u>2.11 /ft.</u>	\$ <u>2.24 /ft.</u>	\$ <u>3.00 /ft.</u>
Unit Adder for Additional Rebar #7	\$ <u>2.75 /ft.</u>	\$ <u>2.82 /ft.</u>	\$ <u>2.87 /ft.</u>	\$ <u>3.05 /ft.</u>	\$ <u>3.00 /ft.</u>
Unit Adder for Additional Rebar #8	\$ <u>3.25 /ft.</u>	\$ <u>3.67 /ft.</u>	\$ <u>3.74 /ft.</u>	\$ <u>3.98 /ft.</u>	\$ <u>3.00 /ft.</u>
Unit Adder for Additional Rebar #9	\$ <u>3.65 /ft.</u>	\$ <u>4.68 /ft.</u>	\$ <u>4.76 /ft.</u>	\$ <u>5.06 /ft.</u>	\$ <u>3.50 /ft.</u>
Unit Adder for Additional Excavation and Disposal	\$ <u>175.00 /cu. yd.</u>	\$ <u>50.00 /cu. yd.</u>	\$ <u>40.32 /cu. yd.</u>	\$ <u>42.86 /cu. yd.</u>	\$ <u>450.00 /cu. yd.</u>
Unit Labor Adder for Removal and Replacement of Unsuitable Soils with Suitable Fill	\$ <u>95.00 /cu. yd.</u>	\$ <u>50.00 /cu. yd.</u>	\$ <u>25.13 /cu. yd.</u>	\$ <u>82.28 /cu. yd.</u>	\$ <u>800.00 /cu. yd.</u>
Unit Adder for Removal of Unsuitable Soils and Replacement with ABC	\$ <u>125.00 /cu. yd.</u>	\$ <u>55.00 /cu. yd.</u>	\$ <u>76.65 /cu. yd.</u>	\$ <u>106.48 /cu. yd.</u>	\$ <u>850.00 /cu. yd.</u>
Unit Adder for 1½" Sch. 40 PVC	\$ <u>11.20 /ft.</u>	\$ <u>10.06 /ft.</u>	\$ <u>15.04 /ft.</u>	\$ <u>7.91 /ft.</u>	\$ <u>13.00 /ft.</u>
Unit Adder for 2" Sch. 40 PVC	\$ <u>12.75 /ft.</u>	\$ <u>11.17 /ft.</u>	\$ <u>No Bid /ft.</u>	\$ <u>9.34 /ft.</u>	\$ <u>13.50 /ft.</u>
Unit Adder for 3" Sch. 40 PVC	\$ <u>21.25 /ft.</u>	\$ <u>16.29 /ft.</u>	\$ <u>No Bid /ft.</u>	\$ <u>11.56 /ft.</u>	\$ <u>16.00 /ft.</u>
Unit Adder for 4" Sch. 40 PVC	\$ <u>23.75 /ft.</u>	\$ <u>21.35 /ft.</u>	\$ <u>23.27 /ft.</u>	\$ <u>19.62 /ft.</u>	\$ <u>22.50 /ft.</u>
Unit Adder for 6" Sch. 40 PVC	\$ <u>28.50 /ft.</u>	\$ <u>31.11 /ft.</u>	\$ <u>34.13 /ft.</u>	\$ <u>30.71 /ft.</u>	\$ <u>38.75 /ft.</u>

**BID TABULATION**  
Construction of Substation W

City of Concord  
 Concord, North Carolina

Date: April 18, 2023  
 Time: 2:00 PM, EDST

<u>Bidder</u>	<u>TIC - The Industrial Company</u>	<u>Lee Electrical Construction</u>	_____	_____	_____
<b>Total, Construction</b>	<b>\$ <u>1,577,254.10</u></b>	<b>\$ <u>1,762,819.99</u></b>	<b>\$ _____</b>	<b>\$ _____</b>	<b>\$ _____</b>
Bid Bond	<u>✓</u>	<u>✓</u>	_____	_____	_____
<u>Additional Prices to be used on City Approved Changes:</u>					
Unit Adder for Additional Concrete	\$ <u>2,326.45</u> /cu. yd.	\$ <u>2,400.00</u> /cu. yd.	\$ _____/cu. yd.	\$ _____/cu. yd.	\$ _____/cu. yd.
Unit Adder for Additional Rebar #3	\$ <u>2.00</u> /ft.	\$ <u>1.05</u> /ft.	\$ _____/ft.	\$ _____/ft.	\$ _____/ft.
Unit Adder for Additional Rebar #4	\$ <u>3.65</u> /ft.	\$ <u>1.21</u> /ft.	\$ _____/ft.	\$ _____/ft.	\$ _____/ft.
Unit Adder for Additional Rebar #5	\$ <u>5.65</u> /ft.	\$ <u>1.70</u> /ft.	\$ _____/ft.	\$ _____/ft.	\$ _____/ft.
Unit Adder for Additional Rebar #6	\$ <u>7.98</u> /ft.	\$ <u>2.15</u> /ft.	\$ _____/ft.	\$ _____/ft.	\$ _____/ft.
Unit Adder for Additional Rebar #7	\$ <u>10.97</u> /ft.	\$ <u>2.80</u> /ft.	\$ _____/ft.	\$ _____/ft.	\$ _____/ft.
Unit Adder for Additional Rebar #8	\$ <u>13.96</u> /ft.	\$ <u>3.75</u> /ft.	\$ _____/ft.	\$ _____/ft.	\$ _____/ft.
Unit Adder for Additional Rebar #9	\$ <u>17.95</u> /ft.	\$ <u>4.60</u> /ft.	\$ _____/ft.	\$ _____/ft.	\$ _____/ft.
Unit Adder for Additional Excavation and Disposal	\$ <u>99.71</u> /cu. yd.	\$ <u>52.00</u> /cu. yd.	\$ _____/cu. yd.	\$ _____/cu. yd.	\$ _____/cu. yd.
Unit Labor Adder for Removal and Replacement of Unsuitable Soils with Suitable Fill	\$ <u>149.71</u> /cu. yd.	\$ <u>80.00</u> /cu. yd.	\$ _____/cu. yd.	\$ _____/cu. yd.	\$ _____/cu. yd.
Unit Adder for Removal of Unsuitable Soils and Replacement with ABC	\$ <u>212.70</u> /cu. yd.	\$ <u>99.00</u> /cu. yd.	\$ _____/cu. yd.	\$ _____/cu. yd.	\$ _____/cu. yd.
Unit Adder for 1½" Sch. 40 PVC	\$ <u>162.13</u> /ft.	\$ <u>6.25</u> /ft.	\$ _____/ft.	\$ _____/ft.	\$ _____/ft.
Unit Adder for 2" Sch. 40 PVC	\$ <u>162.96</u> /ft.	\$ <u>7.50</u> /ft.	\$ _____/ft.	\$ _____/ft.	\$ _____/ft.
Unit Adder for 3" Sch. 40 PVC	\$ <u>164.10</u> /ft.	\$ <u>9.50</u> /ft.	\$ _____/ft.	\$ _____/ft.	\$ _____/ft.
Unit Adder for 4" Sch. 40 PVC	\$ <u>171.39</u> /ft.	\$ <u>12.00</u> /ft.	\$ _____/ft.	\$ _____/ft.	\$ _____/ft.
Unit Adder for 6" Sch. 40 PVC	\$ <u>179.20</u> /ft.	\$ <u>19.76</u> /ft.	\$ _____/ft.	\$ _____/ft.	\$ _____/ft.



# Southeastern Consulting Engineers, Inc.

April 21, 2023

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

Ref.: Substation W Construction  
Bid Recommendation

Dear Alex:

The City received sealed proposals at 2:00 p.m. on April 18, 2023 from eight contractors for the construction of the City's new substation. One bid was deemed non-responsive during the bid opening for not submitting the required signed bid forms and for not supplying a valid NC General Contractor's License. The remaining seven bids were reviewed for compliance with the specifications and relevant project experience. A bid tabulation is attached.

The low bid was submitted by Carolina Power and Signalization located in Fayetteville, NC in the amount of \$1,178,293.00. The bid includes an allowance for rock removal in the amount of \$36,500.00 that we anticipate will be used on this project. Carolina Power and Signalization has performed well on other Municipal projects for us in the past and has committed to meeting the City's schedule.

We recommend that the City accept Carolina Power and Signalization's proposal and proceed with executing the contract documents. Please let us know if you have any questions or need any additional information.

Very Truly Yours,

SOUTHEASTERN CONSULTING ENGINEERS, INC.

By

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

Enc: Bid Tabulation

cc: Mrs. Andrea Cline  
Mr. Ty Barbee

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

DATE: April 18, 2023

FORMAL BID: Yes

BID DATE: April 18, 2023

DEPARTMENT: Electric-Construction Sub W

BIDDERS	AMOUNT	DELIVERY
Carolina Power & Signalization	\$1,178,293.00	n/a
Service Electric Company	\$1,267,865.00	n/a
Sumter Utilities, Inc.	\$1,268,934.67	n/a
Pike Electric, LLC	\$1,495,623.25	n/a
High Voltage Specialists	\$1,567,388.80	n/a

RECOMMENDATION: Carolina Power & Signalization

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

ADDED OPTIONS: \_\_\_\_\_

PRICE: \_\_\_\_\_

◆◆◆◆◆

FLEET SERVICES SIGNATURE (IF REQUIRED) \_\_\_\_\_

DEPARTMENT HEAD: Alex Burris Digitally signed by Alex Burris  
Date: 2023.04.27 08:21:19 -04'00' DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

◆◆◆◆◆

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS: LeDerick Blackburn Digitally signed by LeDerick Blackburn  
Date: 2023.04.27 08:54:05 -04'00' DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

PURCHASING OFFICIAL: Ryan LeClear Digitally signed by Ryan LeClear  
Date: 2023.04.27 13:56:26 -04'00' DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

FINANCE DIRECTOR: Jessica Jones Digitally signed by Jessica Jones  
Date: 2023.04.28 08:59:56 -04'00' DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

◆◆◆◆◆

APPROVE AS RECOMMENDED:  YES DATE: \_\_\_\_\_

CITY MANAGER: Lloyd Wm. Payne, Jr., ICMA-CM Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM  
Date: 2023.04.28 09:59:05 -04'00' DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

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

DATE: April 18, 2023

FORMAL BID: Yes

BID DATE: April 18, 2023

DEPARTMENT: Electric-Construction Sub W

BIDDERS	AMOUNT	DELIVERY
TIC- The Industrial Company	\$1,577,254.10	n/a
Lee Electrical Construction	\$1,762,819.99	n/a

RECOMMENDATION: Carolina Power & Signalization

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

ADDED OPTIONS: \_\_\_\_\_

PRICE: \_\_\_\_\_

\*\*\*\*\*

FLEET SERVICES SIGNATURE (IF REQUIRED) \_\_\_\_\_

DEPARTMENT HEAD: Alex Burris Digitally signed by Alex Burris  
Date: 2023.04.27 08:21:57 -04'00' DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\*\*\*\*\*

ASSISTANT CITY MANAGER OR EXECUTIVE DIRECTOR OF OPERATIONS: LeDerick Blackburn Digitally signed by LeDerick Blackburn  
Date: 2023.04.27 08:53:13 -04'00' DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\*\*\*\*\*

PURCHASING OFFICIAL: Ryan LeClear Digitally signed by Ryan LeClear  
Date: 2023.04.27 13:57:02 -04'00' DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\*\*\*\*\*

FINANCE DIRECTOR: Jessica Jones Digitally signed by Jessica Jones  
Date: 2023.04.28 09:00:18 -04'00' DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\*\*\*\*\*

APPROVE AS RECOMMENDED:  YES DATE: \_\_\_\_\_  
CITY MANAGER: Lloyd Wm. Payne, Jr., ICMA-CM Digitally signed by Lloyd Wm. Payne, Jr., ICMA-CM  
Date: 2023.04.28 09:59:28 -04'00' DATE: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

To Whom it may Concern:

My wife and I are planning to build a house located at 3868 Hwy 200 in Concord. We would like to tap into the water that runs in front of our property. There are houses on either side of us that are tap on to the water line.

I am attaching the application.

Please contact me if you have any questions.

Allen S. Montgomery

704-699-0591

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: No development Single house
- 2. Name and address of owner(s)/developer(s): Allen Montgomery  
3868 Hwy 200 Concord NC 28025 Email PastorAllenSmontgomery@gmail.com
- 3. Owner(s)/developer(s) telephone: 704-677-0591 Fax: \_\_\_\_\_
- 4. Name and address of surveyor/engineer: \_\_\_\_\_

- 5. Surveyor/engineer's telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
- 6. Name, telephone and fax number, and address of agent (if any): \_\_\_\_\_

- 7. Name and address of person to whom comments should be sent: Allen Montgomery  
P.O. Box 1026 Concord NC 28026

- 8. Telephone number of person to whom comments should be sent: 704-677-0591  
Fax: \_\_\_\_\_

- 9. Location of property: 3868 Hwy 200
- 10. Cabarrus County P.I.N.#: 55478786320000
- 11. Current zoning classification: A0 Conventional
- 12. Total acres: 3.5 Total lots proposed: 1
- 13. Brief Description of development: Building one house

- 14. Proposed Construction Schedule Spring 2023

- 15. Type of Service requested Water

4/9/2023  
Date

Allen S. Montgomery  
Signature of Owner/Agent

Allen S. Montgomery  
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.

Received by: _____ Date: _____	Staff Use Only: _____
-----------------------------------	--------------------------



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

- 1. Name of development: N/A
- 2. Name and address of owner(s)/developer(s): Contractor - Quicksilver Custom Builders Inc.  
Casey Honeycutt 2835 Ross Lee Dr. Concord, NC 28025
- 3. Owner(s)/developer(s) telephone: 980-621-5894 Fax: \_\_\_\_\_
- 4. Name and address of surveyor/engineer: N/A
- 5. Surveyor/engineer's telephone: \_\_\_\_\_ Fax: \_\_\_\_\_
- 6. Name, telephone and fax number, and address of agent (if any): \_\_\_\_\_
- 7. Name and address of person to whom comments should be sent: Casey Honeycutt  
2835 Ross Lee Dr. Concord, NC 28025
- 8. Telephone number of person to whom comments should be sent: 980-621-5894  
Fax: \_\_\_\_\_
- 9. Location of property: 4040 Mills Cir. Concord, NC 28025
- 10. Cabarrus County P.I.N.#: 565114294
- 11. Current zoning classification: AO
- 12. Total acres: 3.85 Total lots proposed: 1
- 13. Brief Description of development: \_\_\_\_\_
- 14. Proposed Construction Schedule Framing New Single family home now. Home to be completed  
by November 1st
- 15. Type of Service requested New 3/4" Water Service

04/11/2023  
Date

*Casey K. Honeycutt*  
Signature of Owner/Agent

Casey Honeycutt  
Name (printed)

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

**Staff Use Only:**

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

AN ORDINANCE TO AMEND FY 2022-2023 BUDGET ORDINANCE

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

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

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

Account	Title	<u>Revenues</u>		(Decrease) Increase
		Current Budget	Amended Budget	
100-4370000	Fund Balance Approp	16,140,193	16,142,193	2,000
<b>Total</b>				<b>2,000</b>

Account	Title	<u>Expenses/Expenditures</u>		(Decrease) Increase
		Current Budget	Amended Budget	
4190-5470043	Golf Tournaments	6,820	8,820	2,000
<b>Total</b>				<b>2,000</b>

Reason: To appropriate Mayor Golf Tournament reserves for a donation to Cabarrus Arts Council to fund their Art on the Go initiative.

Adopted this 11th day of May, 2023.

CITY COUNCIL  
CITY OF CONCORD  
NORTH CAROLINA

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

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

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



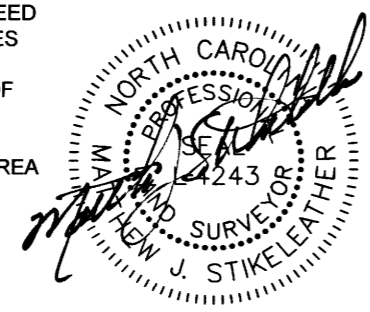
**MEMORADUM**

DATE: Wednesday, April 26, 2023  
 TO: Sue Hyde, Director of Engineering  
 FROM: Gary Stansbury, Const. Mgr.  
 SUBJECT: Roadway Acceptance  
 PROJECT NAME: Ramsgate Phase 3  
 PROJECT NUMBER: 2003-051  
 DEVELOPER: True Homes  
 COUNCIL ACCEPTANCE DATE: Thursday, May 11, 2023  
 ONE-YEAR WARRANTY DATE: Thursday, May 9, 2024

Street	Length in LF	ROW in FT	Plat
Ramsgate Drive SW	223.00	60.00	Phase 3
Pegwell Ave SW	750.00	60.00	Phase 3
Manston Place SW	730.00	60.00	Phase 3
Total	1703.00		

**SURVEYOR'S CERTIFICATE**  
STATE OF NORTH CAROLINA, UNION COUNTY

I, MATTHEW J. STIKELEATHER CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL SURVEY MADE BY ME (DEED AND PLAT REFERENCES AS SHOWN HEREON); THAT THE BOUNDARIES NOT SURVEYED ARE SHOWN AS BROKEN LINES PLOTTED FROM INFORMATION FOUND IN DEED BOOKS AS NOTED; THAT THE RATIO OF PRECISION AS CALCULATED EXCEEDS 1:10,000; THAT THIS MAP WAS PREPARED IN ACCORDANCE WITH G.S. 47-30, AS AMENDED. THAT THIS SURVEY CREATES A SUBDIVISION OF LAND WITHIN THE AREA OF A COUNTY OR MUNICIPALITY THAT HAS AN ORDINANCE THAT REGULATES PARCELS OF LAND. WITNESS MY ORIGINAL SIGNATURE, REGISTRATION NUMBER AND SEAL THIS THE 15<sup>th</sup> DAY OF September, 2016.



MATTHEW J. STIKELEATHER, NCPLS L-4243

**GPS CERTIFICATE**

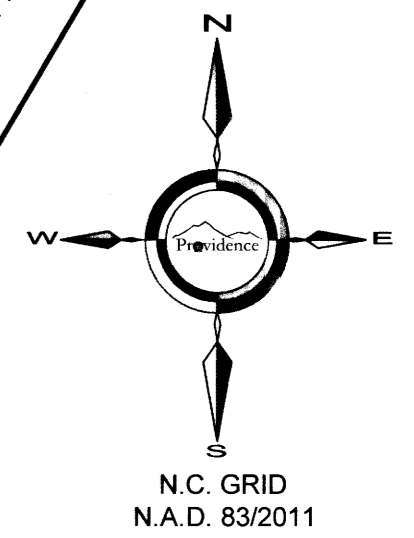
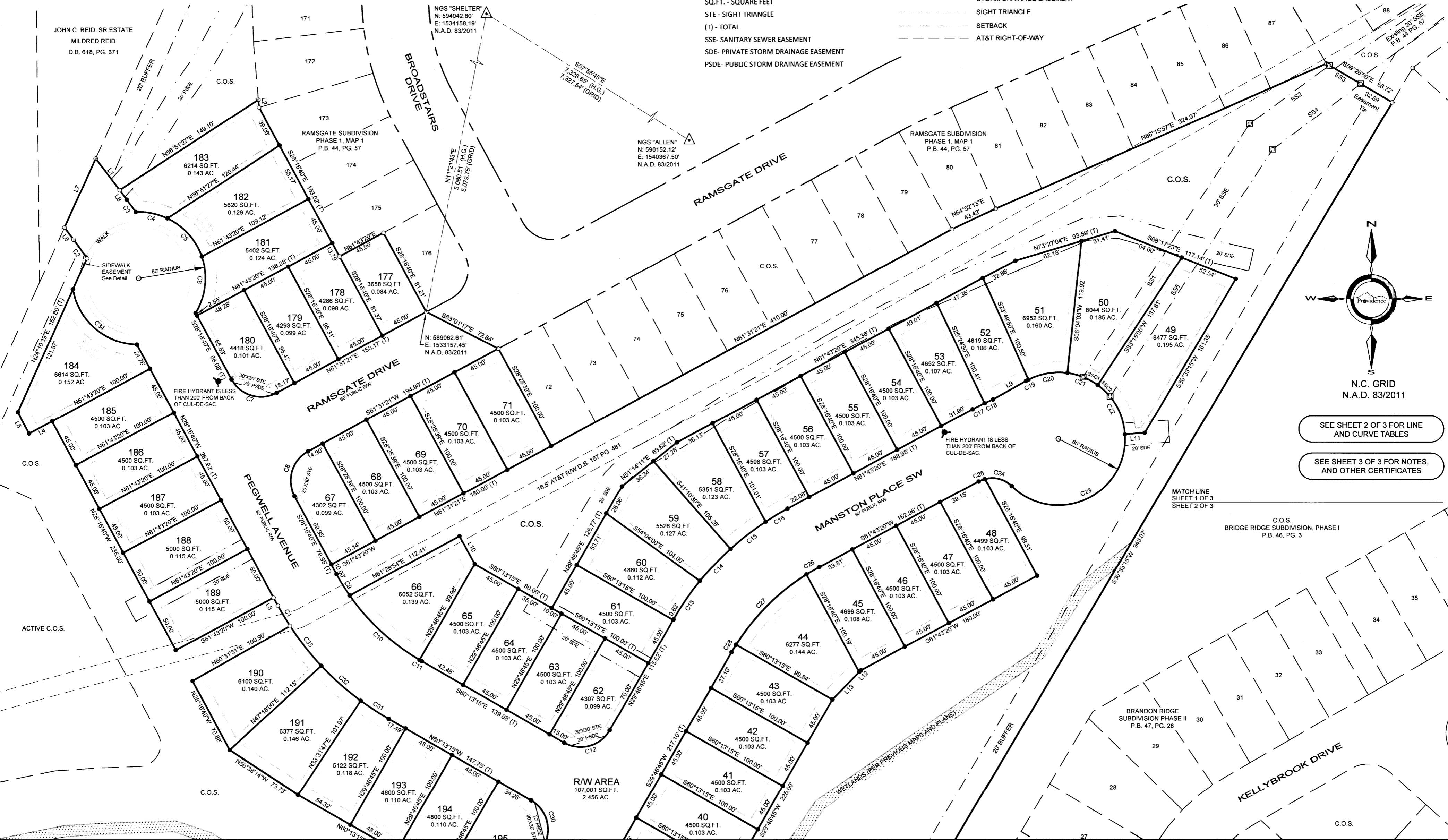
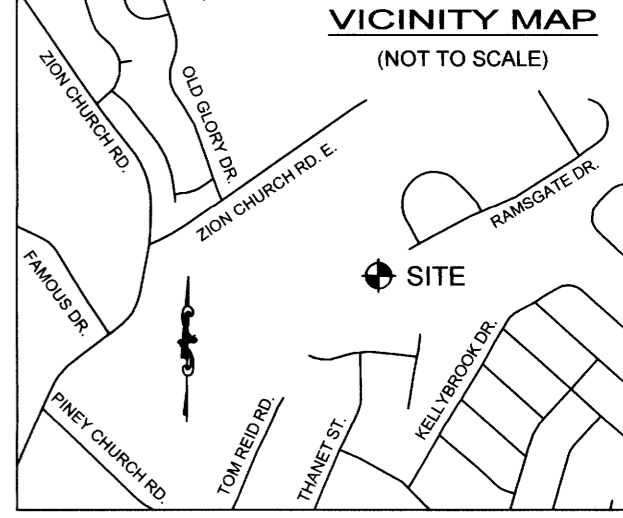
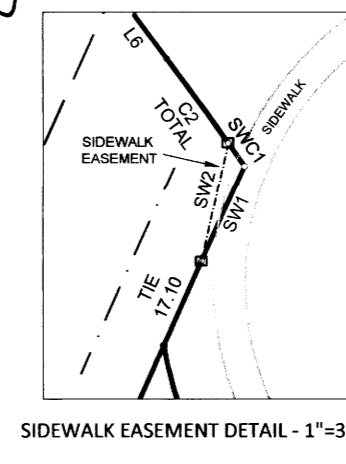
I, MATTHEW J. STIKELEATHER, CERTIFY THAT THIS MAP WAS DRAWN UNDER MY SUPERVISION FROM AN ACTUAL GPS SURVEY MADE UNDER MY SUPERVISION AND THE FOLLOWING INFORMATION WAS USED TO PERFORM THE SURVEY:  
(1) CLASS OF SURVEY: A  
(2) POSITIONAL ACCURACY: 0.03'  
(3) TYPE OF GPS FIELD PROCEDURE: NETWORK R.T.K. (N.C.G.S. NETWORK)  
(4) DATE OF SURVEY: 2.12.2014  
(5) DATUM/EPOCH: NAD 83 (2011)  
(6) PUBLISHED/FIXED-CONTROL USED: SHELTER AND ALLEN  
(7) GEOID MODEL: GEOID 12B  
(8) COMBINED GRID FACTOR: 0.999849737  
(9) UNITS: U.S. FEET  
(10) INITIAL PROJECTS COORDINATES SCALED FROM GRID TO HORIZONTAL GROUND USING THE RECIPROCAL OF COMBINED GRID FACTOR 0.999849737 AT N: 588623.803' E: 1533298.597'

**ABBREVIATIONS**

- AC. - ACRES
- BOC - BACK OF CURB
- C.O.S. - COMMON OPEN SPACE
- D.B. - DEED BOOK
- MBL - MINIMUM BUILDING LINE
- P.B. - PLAT BOOK
- PG. - PAGE
- PSDE - PUBLIC STORM DRAINAGE EASEMENT
- R/W - RIGHT-OF-WAY
- RY - REAR YARD
- SB - SETBACK
- SQ.FT. - SQUARE FEET
- STE - SIGHT TRIANGLE
- SETBACK (T) - TOTAL
- SSE - SANITARY SEWER EASEMENT
- SDE - PRIVATE STORM DRAINAGE EASEMENT
- PSDE - PUBLIC STORM DRAINAGE EASEMENT

**LEGEND**

- CONCRETE MONUMENT
- #4 REBAR SET
- △ NCGS OR NGS MONUMENT
- REBAR FOUND
- COMPUTED POINT
- ▲ FIRE HYDRANT
- BOUNDARY LINE
- - - ADJACENT OWNER LINE (UNSURVEYED UNLESS DIMENSIONED)
- · - TIE LINE
- · - R/W LINE
- · - RY - REAR YARD
- · - BUFFER
- · - STORM DRAINAGE EASEMENT
- · - SIGHT TRIANGLE
- · - SETBACK
- · - SSE - SANITARY SEWER EASEMENT
- · - SDE - PRIVATE STORM DRAINAGE EASEMENT
- · - PSDE - PUBLIC STORM DRAINAGE EASEMENT
- · - AT&T RIGHT-OF-WAY



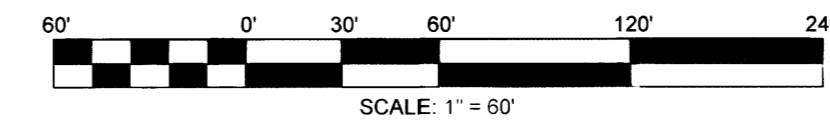
SEE SHEET 2 OF 3 FOR LINE AND CURVE TABLES  
SEE SHEET 3 OF 3 FOR NOTES, AND OTHER CERTIFICATES

FILED Dec 16, 2016 11:07 am  
BOOK 00072  
PAGE 0048 THRU 0048  
WAYNE NIXON REGISTER # 33351  
EXCISE TAX \$0.00

**PROVIDENCE LAND GROUP, PLLC**  
3716 PROVIDENCE ROAD SOUTH  
WAXHAW, NC 28173 ~ 704-400-0117  
NC FIRM # P-0910-SC COA # 4356



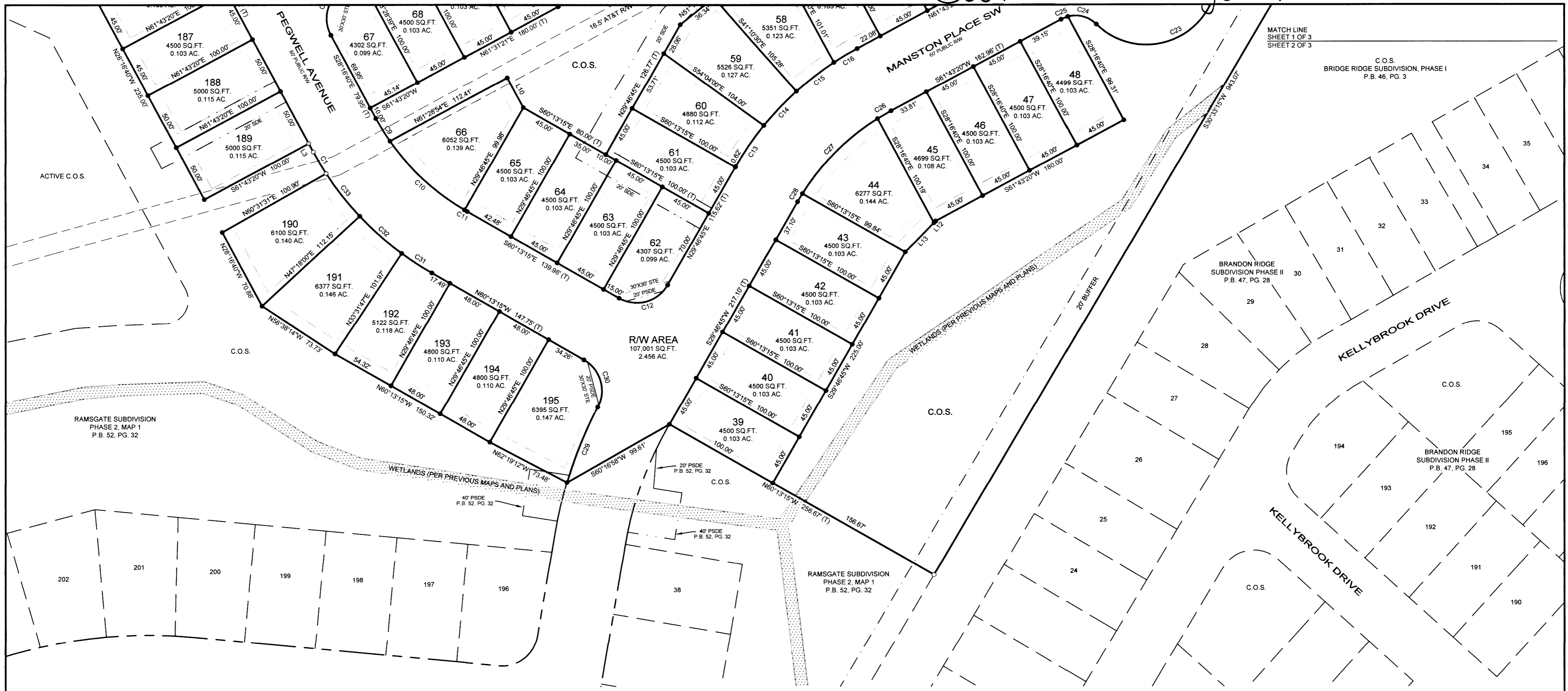
**SUBDIVISION PLAT OF Ramsgate Subdivision, Phase 3**  
PREPARED FOR TRUE HOMES LLC  
TOWNSHIP #11, CITY OF CONCORD,  
CABARRUS COUNTY, NORTH CAROLINA  
SEPTEMBER 15, 2016



SURVEYED BY: TW ~ DRAWN BY: RT  
CHECKED BY: MS  
DRAWING SCALE: 1" = 60'  
FILE NAME: 14144-Plat.dwg  
TAX PARCEL: 553838870000  
OWNER: DEPENDABLE DEVELOPMENT, INC.  
2627 Brekonridge Centre Drive  
Monroe, NC 28110 - (704)238-1229

DATE: SEPT. 15, 2016  
JOB NUMBER: 14144  
JOB NAME: RAMSGATE SUBDIVISION, PH. 3

SHEET 1 OF 3



**NOTES**

1. THIS PROPERTY IS SUBJECT TO ALL EASEMENTS, RIGHTS-OF-WAY, AND RESTRICTIONS OF RECORD. THIS SURVEY WAS COMPLETED WITHOUT A FULL TITLE SEARCH BY AN ATTORNEY AND MAY BE SUBJECT TO THE FINDINGS THEREOF.
2. ADJOINING OWNER INFORMATION SHOWN PER CABARRUS COUNTY GEOGRAPHIC INFORMATION SYSTEM AND ARE CONSIDERED NOW OR FORMERLY.
3. AREAS DETERMINED BY COORDINATE GEOMETRY METHOD.
4. ALL DISTANCES SHOWN ARE HORIZONTAL GROUND DISTANCE IN U.S. SURVEY FEET AND DECIMALS THEREOF, UNLESS OTHERWISE INDICATED.
5. UNDERGROUND UTILITIES MAY EXIST BUT WERE NOT LOCATED AND MAPPED UNDER THE SCOPE OF WORK OF THIS SURVEY. IT IS THE RESPONSIBILITY OF THE OWNER AND/OR CONTRACTOR TO VERIFY THE LOCATION OF UNDERGROUND UTILITIES BEFORE BEGINNING DIGGING OR CONSTRUCTION.
6. REBARS SET AT ALL CORNERS UNLESS OTHERWISE INDICATED.
7. STORM EASEMENTS ARE TO BE CONSIDERED AS BEING CENTERED ALONG THE PIPE, CHANNEL OR STRUCTURE.
8. SANITARY SEWER EASEMENTS ARE TO BE CONSIDERED AS BEING CENTERED THE PIPE OR STRUCTURE.
9. OTHER THAN WITHIN THE SUBJECT PROPERTY, THE LOCATION OF ROAD RIGHT-OF-WAYS ARE SHOWN FOR ILLUSTRATIVE PURPOSES ONLY AND ARE NOT CERTIFIED TO BY THIS SURVEY.
10. THE COMMON OPEN SPACE IS FOR THE USE BY THE HOMEOWNERS OR TENANTS OF RAMSGATE SUBDIVISION AND NOT FOR USE BY THE PUBLIC. THE MAINTENANCE OF COMMON OPEN SPACE SHALL BE THE RESPONSIBILITY OF THE RAMSGATE SUBDIVISION HOMEOWNERS ASSOCIATION.
11. 30' SIGHT TRIANGLE EASEMENTS (S.T.E.) AT ALL STREET INTERSECTIONS.
12. ALL LOTS SUBJECT TO A 10' DRAINAGE & UTILITY EASEMENT ALONG THE FRONT AND REAR PROPERTY LINES OF EACH LOT.  
ALL LOTS SUBJECT TO A 5' DRAINAGE & UTILITY EASEMENT ALONG THE SIDE LINE PROPERTY LINES OF EACH LOT
13. UTILITY FEES WILL BE DUE AT THE TIME OF INDIVIDUAL HOME ZONING CLEARANCE PERMITS.

**CERTIFICATE OF FINAL PLAT APPROVAL**

I, HEREBY CERTIFY THAT THIS PLAT IS IN COMPLIANCE WITH THE CITY OF CONCORD CODE OF ORDINANCES. THIS FINAL PLAT FOR THE RAMSGATE SUBDIVISION, PHASE 3 WAS APPROVED BY CONCORD PLANNING & ZONING COMMISSION ADMINISTRATOR WITH THE CONCURRENCE OF THE DEVELOPMENT REVIEW COMMITTEE AT THEIR MEETING ON 12/16/16

12/16/16  
DATE  
[Signature]  
DEVELOPMENT SERVICES DIRECTOR

**CERTIFICATE OF STREETS, WATER AND SEWER SYSTEM APPROVAL AND OTHER IMPROVEMENTS**

I HEREBY CERTIFY THAT ALL PUBLICLY MAINTAINED STREETS, STORM DRAINAGE SYSTEMS, WATER AND SEWER SYSTEMS AND OTHER PUBLICLY MAINTAINED IMPROVEMENTS AND ANY PRIVATELY MAINTAINED WATER QUALITY "BEST MANAGEMENT PRACTICE" SHOWN ON THIS PLAT HAVE BEEN DESIGNED AND INSTALLED, OR THEIR INSTALLATION GUARANTEED, IN AN ACCEPTABLE MANNER AND ACCORDING TO SPECIFICATION AND STANDARDS OF CONCORD AND THE STATE OF NORTH CAROLINA.

12/15/16  
DATE  
M. Sue Hyde  
DIRECTOR OF ENGINEERING

**CERTIFICATE OF OWNERSHIP AND DEDICATION**

I, HEREBY CERTIFY THAT I AM THE OWNER OF THE PROPERTY SHOWN AND DESCRIBED HEREON, WHICH IS IN THE SUBDIVISION JURISDICTION OF THE CITY OF CONCORD, AND THAT I HEREBY SUBMIT THIS PLAN OF SUBDIVISION WITH MY FREE CONSENT, ESTABLISH MINIMUM BUILDING SETBACK LINES, AND DEDICATE TO PUBLIC USE ALL AREAS SHOWN ON THIS PLAT AS STREETS, SIDEWALKS, GREENWAYS, RIGHTS-OF-WAY, EASEMENTS, AND/OR OPEN SPACE AND/OR PARKS, EXCEPT ANY OF THOSE USES SPECIFICALLY INDICATED AS PRIVATE, AND I FURTHER DEDICATE ALL SANITARY SEWER, STORMWATER DRAINAGE AND WATERLINES THAT ARE LOCATED IN ANY PUBLIC UTILITY EASEMENT OR RIGHT OF WAY AND CERTIFY THAT I WILL MAINTAIN ALL SUCH AREAS UNTIL ACCEPTED BY THE CITY OF CONCORD, AND FURTHER THAT I HEREBY GUARANTEE THAT I WILL CORRECT DEFECTS OR FAILURE OF IMPROVEMENTS IN SUCH AREAS FOR A PERIOD OF ONE YEAR COMMENCING AFTER FINAL ACCEPTANCE OF REQUIRED IMPROVEMENTS. ANY STREETS INDICATED AS PRIVATE SHALL BE OPEN TO PUBLIC USE, BUT SHALL BE PRIVATELY MAINTAINED. SAID DEDICATION SHALL BE IRREVOCABLE PROVIDED DEDICATIONS OF EASEMENTS FOR STORM DRAINAGE, WHETHER INDICATED AS PRIVATE OR PUBLIC, ARE NOT MADE TO THE CITY OF CONCORD BUT ARE IRREVOCABLY MADE TO THE SUBSEQUENT OWNERS OF ANY AND ALL PROPERTIES SHOWN HEREON FOR THEIR USE AND BENEFIT UNLESS SPECIFICALLY DESIGNATED AS A DRAINAGE EASEMENT TO THE CITY OF CONCORD.

[Signature]  
OWNER  
12/2/2016  
DATE

**CERTIFICATE OF CONFORMITY WITH PLANS AND SPECIFICATIONS**

CITY OF CONCORD  
RAMSGATE SUBDIVISION, PHASE 3  
RAMSGATE DRIVE, PEGWELL AVENUE, MANSTON PLACE SW  
DEPENDABLE DEVELOPMENT  
SUBDIVIDER

I, HEREBY, TO THE BEST OF MY KNOWLEDGE, ABILITY AND BELIEF, CERTIFY THAT ALL STREET, STORM DRAINAGE, WATER AND SEWER CONSTRUCTION HAS BEEN CHECKED BY ME OR MY AUTHORIZED REPRESENTATIVE AND SUBSTANTIALLY CONFORMS WITH THE LINES, GRADES, DIMENSIONS AND MATERIAL REQUIREMENTS WHICH ARE SHOWN ON AND INDICATED IN THE APPROVED PLANS WHICH HAVE BEEN REVIEWED AND APPROVED BY THE CONCORD SUBDIVISION ADMINISTRATOR OR THE NORTH CAROLINA DEPARTMENT OF TRANSPORTATION.

I ALSO ACKNOWLEDGE THAT FALSIFICATION OF THE ABOVE CERTIFICATIONS MAY SUBJECT ME TO THE CIVIL SUIT AND/OR CRIMINAL PROSECUTION UNDER THE GENERAL STATUTES INCLUDING BUT NOT LIMITED TO, GS 14-100 AND 136-102.6 AND THE CODE OF ORDINANCES OF THE CITY OF CONCORD.

[Signature]  
REGISTERED PROFESSIONAL ENGINEER  
08767  
REGISTRATION NO. 12/2/16  
DATE

**Development Data**

Tax parcel no.: 55383838870000  
Zoning classification: RM-2 (cluster option)  
Zoning jurisdiction: City of Concord  
Total Subdivision Site acreage: 59.20  
Total Area in lots: 26.76 AC.  
Area this Phase (Phase 3): 11.92  
No. of lots proposed this phase: 52  
Total Area in lots this phase: 6.01 Acres  
Total Common open space required: 30% x 59.20 Ac. = 17.76 Ac.  
Total Common open space provided: 18.60 Ac. (31.41%)  
Total Active open space - (.10\*\$376,510)(200%) = \$75,3002.00  
minimum financial investment for active open space. \*Note:\*  
per 6.5.3.4 the actual contribution shall be determined by the tax value of the parcel at the time of final plat approval is granted.  
Inaccessible open space area: +/-1.03 Acres  
Common open space this phase: 3.45 Acres

RM-2 cluster lot data:

- Min. lot size = N/A
- Min. lot width = 40'
- Min. setback = 10'
- Min. side yard = 5'
- Min. rear yard = 10'

Area in R/W: 13.84 Ac. (This phase: 2.46 Ac.)

Lineal feet of streets this phase:

- Ramsgate Dr. SW: 223 ft.)
- Pegwell Ave. SW: 750 ft.)
- Manston Pl. SW: 730 ft.)

**FLOOD NOTE**

THE SUBJECT PARCEL SHOWN HEREON LIES IN ZONE "X" (AREA DETERMINED TO BE OUTSIDE OF THE 0.2% ANNUAL CHANCE FLOODPLAIN), ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM F.I.R.M. MAP NUMBER: 3710553800J, MAP REVISED: NOVEMBER 5, 2008.

**CERTIFICATE OF FEE PAYMENT**

I, HEREBY CERTIFY THAT ALL FEES FOR THE RAMSGATE SUBDIVISION, PHASE 3 HAVE BEEN PAID OR THAT THE FEES ARE NOT APPLICABLE.

12/16/16  
DATE  
[Signature] Deputy  
[Signature] FINANCE DIRECTOR

\*See note 13.

**CERTIFICATE OF ELECTRIC DISTRIBUTION SYSTEM APPROVAL**

I, HEREBY CERTIFY THAT THE ELECTRIC DISTRIBUTION SYSTEM HAS BEEN DESIGNED AND INSTALLED IN AN ACCEPTABLE MANNER AND IN ACCORDANCE WITH THE CODE OF ORDINANCES OF THE CITY OF CONCORD.

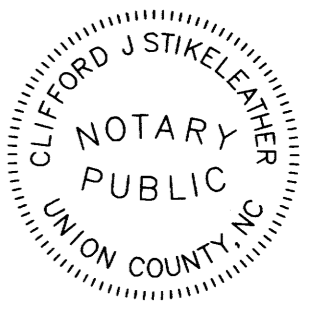
12-15-16  
DATE  
[Signature]  
DIRECTOR OF ELECTRIC SYSTEM

**NOTARY PUBLIC**

I, CLIFFORD J. STIKLEATHER A NOTARY PUBLIC OF COUNTY, NORTH CAROLINA, AFORESAID CERTIFY THAT

DAVID CATHBERTSON, MEMBER/MANAGER OF DEPENDABLE DEVELOPMENT, INC PERSONALLY APPEARED BEFORE ME THIS DAY AND ACKNOWLEDGED THE EXECUTION OF THE FOREGOING INSTRUMENT. WITNESS MY HAND AND OFFICIAL SEAL THIS 2nd DAY OF DECEMBER 2016.

MY COMMISSION EXPIRES: May 3, 2021 NOTARY PUBLIC



**REVIEW OFFICER**

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

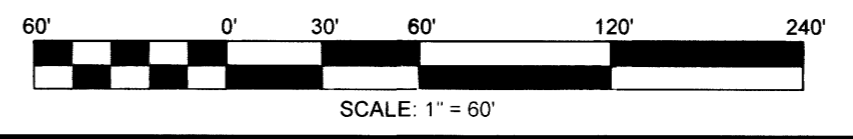
12/16/2016  
DATE  
[Signature] (PDG)  
REVIEW OFFICER

FILED Dec 16, 2016 11:07 am	FILED
BOOK 00072	CABARRUS
PAGE 0050 THRU 0050	COUNTY NC
INSTRUMENT # 33353	WAYNE NIXON
EXCISE TAX \$0.00	REGISTER
	OF DEEDS

**PROVIDENCE LAND GROUP, PLLC**  
3716 PROVIDENCE ROAD SOUTH  
WAXHAW, NC 28173 ~ 704-400-0117  
NC FIRM # P-0910-SC COA # 4356



SUBDIVISION PLAT OF  
**Ramsgate Subdivision, Phase 3**  
PREPARED FOR TRUE HOMES LLC  
TOWNSHIP #11, CITY OF CONCORD,  
CABARRUS COUNTY, NORTH CAROLINA  
SEPTEMBER 15, 2016



SURVEYED BY: TW ~ DRAWN BY: RT  
CHECKED BY: MS  
DRAWING SCALE: 1" = 60'  
FILE NAME: 14144-Plat.dwg  
TAX PARCEL: 55383838870000  
OWNER: DEPENDABLE DEVELOPMENT, INC.  
2627 Brekonridge Centre Drive  
Monroe, NC 28110 - (704)238-1229  
DATE: SEPT. 15, 2016  
JOB NUMBER: 14144  
JOB NAME: RAMSGATE  
SUBDIVISION, PH. 3  
SHEET **3** OF 3

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 \_\_\_\_\_, 2023, by Skybrook, LLC, a North Carolina limited liability company whose principal address is 1100 Holly Springs Road, Suite 200, Holly Springs, NC 27540 (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: 10437 Ambercrest Ct., 10435, 10515 and 10601 Poplar Tent Road, Concord, NC, Cabarrus County Property Identification Numbers (PINs): 4671-73-1211 and 4671-73-0620. Being the lands conveyed to Grantor by deeds recorded in Book and Page 6537/43, 6537/48 and 15788/99 in the Office of the Register of Deeds for Cabarrus County (hereinafter referred to as the “Property”); and

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

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

**WHEREAS**, conditions for development and/or redevelopment of the Property includes (i) the construction, operation and maintenance of an engineered stormwater control structure, namely a Wet Detention Basin, as provided in the CCDO and the Concord Manual (the “Stormwater Control Measure” or “SCM”), (ii) Grantor’s dedication of a non-exclusive access easement to the City, as described in this

Agreement, for inspection and maintenance of the Stormwater Control Measure; and (iii) the assumption by Grantor of certain specified maintenance and repair responsibilities; and

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

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

**NOW, THEREFORE**, for valuable consideration, including the benefits Grantor may derive therefrom, 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 “Stormwater SCM Maintenance Easement Pond #1” and labeled “Pond #1”**, for the purpose of inspection and maintenance of the Stormwater Control Measure (hereinafter referred to as “SCM Easements”). Within the SCM Easements Grantor shall conduct best management practices as more fully set forth herein and in the CCDO and Concord Manual. Also within the SCM Easements, Grantor shall construct, maintain, repair and reconstruct the Stormwater Control Measure or SCM, which include (i) the SCM and any other stormwater quantity and/or quality control devices and/or structures, described on the plans approved by the City of Concord and filed at the A.M. Brown Operations Center, 850 Warren Coleman Blvd., Concord, NC 28025; and (ii) access to the aforesaid SCM across that portion of the Property shown on the attached **Exhibit “A” titled “Stormwater SCM Maintenance Easement Pond #1” and labeled “10’ SCM Access Easement” along with direct access off of Ambercrest Court**, 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 Wet Detention Basin Inspection and Maintenance Plan attached as **Exhibit “B”** and (iv) as provided in the N.C. Dept. of Environment and Natural Resources (DENR) Stormwater Best Management Practices (BMP) Manual (the “NCDENR Manual”), all of which are incorporated herein by reference as if set forth in their entirety below. Grantor agrees to abide by all applicable codes including, but not limited to, those set forth above. All provisions required by the CCDO Section 4.4.6.B.1 are incorporated herein by reference, and Grantor agrees to abide by said provisions. Grantor further agrees that Grantor shall perform the following, all at its sole cost and expense:

- a. All components of the SCM and related improvements within the SCM Easements are to be kept in good working order.



b. The components of the SCM and related improvements within the SCM Easements shall be maintained by Grantor as described in “**Exhibit B**”, the Wet Detention Basin Inspection and Maintenance Plan.

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

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

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

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

5. This Agreement gives Grantee the following affirmative rights:

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

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

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

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

9. Grantor agrees:

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

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

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

That certain Stormwater Control Measure (SCM), Access Easement and Maintenance Agreement dated \_\_\_\_\_, 2023 with and for the benefit of the City of Concord, recorded in Book \_\_\_\_\_, Page \_\_\_\_\_ in the Cabarrus County Registry, North Carolina, creating obligations of payment and performance on the part of Grantor which Grantee hereby assumes and agrees to perform and pay as part of the consideration of this conveyance and accept further that this conveyance is made subject to any and all enforceable restrictions and easements of record (if applicable).”

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

TO HAVE AND TO HOLD the aforesaid rights, privileges, and easements herein granted to Grantee, its successors and assigns forever and Grantor 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 its agents, personal representatives, heirs and assigns and all other successors in interest to Grantor and shall continue as a servitude running in perpetuity with the above-described land.

THE CONCORD CITY COUNCIL APPROVED THIS AGREEMENT AND SCM ACCESS EASEMENT AND ACCEPTED THE SCM ACCESS EASEMENT AT THEIR MEETING OF \_\_\_\_\_, 2023 AS ATTESTED TO BELOW BY THE CITY CLERK. CONCORD CITY COUNCIL APPROVAL OF THIS AGREEMENT AND THE SCM ACCESS EASEMENT IS A CONDITION PRECEDENT TO ACCEPTANCE BY THE CITY.

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

**GRANTOR:**

Skybrook, LLC,  
a North Carolina limited liability company

By: \_\_\_\_\_,  
Manager/Member

**CABARRUS COUNTY  
STATE OF NORTH CAROLINA**

I, \_\_\_\_\_, a Notary Public of the aforesaid County and State, do hereby certify that \_\_\_\_\_ personally appeared before me this day and acknowledged that he/she is the Manager/Member of Skybrook, LLC, a North Carolina limited liability company and that he/she as \_\_\_\_\_ being authorized to do so, executed the foregoing on behalf of the company.

WITNESS my hand and notarial seal, this the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public  
My commission expires: \_\_\_\_\_

**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 \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public \_\_\_\_\_  
My commission expires: \_\_\_\_\_

### **Article 3.14 Standby Pay Policy**

For the purposes of this policy, standby duty is defined as a scheduled work status, outside of the employee's regular working hours, that restricts the employee from pursuing personal activities, and requires the employee to remain in a state of readiness to perform work outside of regular working hours.

During this time, the employee is expected to be available to return to work within the designated response time. Failure to respond to and/or report for scheduled standby duty may result in loss of standby pay in addition to disciplinary action up to and including termination.

Standby assignments require prior approval of the Department Director.

Non-exempt employees who are assigned to standby duty for emergency, technical, maintenance or repair work during hours outside of their regular work schedule shall be compensated at a rate of one (1) hour of regular pay for each weekday and two and a half (2.5) hours of regular pay for each weekend day.

Non-exempt employees who are scheduled for standby duty on holidays shall receive compensation for the number of hours worked according to the standby pay procedures noted above. All appropriate taxes, retirement and other deductions will be deducted from the total amount of pay.

Non-exempt employees required by the department to return to work as a result of standby duty shall be compensated in accordance with **Article 3.10 Afterhours Emergency Call Back Pay** in the City's *Personnel Policies and Procedures*.



# Quarterly Council Report

**UTILITY EXTENSIONS/ADDITIONS PERMITTED**

January 1- March 31, 2023

## 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, 2023**, are as follows:

**WATER-** *The City of Concord initiated water distribution system extensions permitted by the City of Concord's delegated permitting 24 linear feet of 6-inch water lines, 206 linear feet of 8-inch water lines, and other appurtenances to provide services to existing customers, with zero increase to the existing water demand, of treated water from the City of Concord's existing potable water distribution system.*

*The Developer initiated PUBLIC water distribution system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 493 linear feet of 12-inch water main, 1,396 linear feet of 8-inch water main, 3,922 linear feet of 6-inch water main, 314 linear feet of 2-inch water main, with valves, hydrants, and other appurtenances to serve 63 3-bedroom multi-family residential townhomes, 27,769 sq. ft. mini storage depot, 4 office buildings and 100 Townhomes, with an average domestic and commercial water demand of 80,082 GPD, of treated water from the City of Concord's existing potable water distribution system.*

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

*The Developer initiated wastewater collection system extensions permitted by the City of Concord's delegated permitting program consisted of approximately 4,278 linear feet of 8-inch sanitary sewer, with manholes and other appurtenances to serve 63 3-bedroom multi-family residential townhomes, 4 office buildings and 100 Townhomes with an average domestic and commercial average wastewater discharge of 15,120 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 **1st of January to the 31st of March, 2023**:*

## Water Distribution System Extensions: January 1- March 31, 2023

Date Issued: January 9, 2023  
Project Title: **I-85 Widening Y-line Public Water Line Relocation (I-3802A Exit 55-63)**  
Project #: 2014-017 Mod 1 \*  
Developer: NCDOT  
Christopher Fine-Resident Engineer  
615 Concord Rd.  
Albemarle, NC 28001  
[lcfine@ncdot.gov](mailto:lcfine@ncdot.gov) P) 704-983-4380

Description: Construction of approximately 1,240 linear feet of 6-inch water lines with 9 in-line valves, 2,108 linear feet of 8-inch water lines with 7 in-line valves, 1 16-inch in-line valve, 14 hydrants, and other appurtenances to replace water line abandonments and maintain the water system's hydraulic integrity and service to the City of Concord existing customers located along the I-85 (**I-3802A Exit 55-63**) corridor with zero increase to the water demand.

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Date Issued: January 9, 2023  
Project Title: **I-85 Widening L-line Public Water Lines Relocation (I-3802A Exit 55-63)**  
Project #: 2014-017 Mod 1 \*  
Developer: NCDOT  
Christopher Fine-Resident Engineer  
615 Concord Rd.  
Albemarle, NC 28001  
[lcfine@ncdot.gov](mailto:lcfine@ncdot.gov) P) 704-983-4380

Description: Construction of approximately 927 linear feet of 12-inch water lines with 3 in-line valves, 1,245 linear feet of 8-inch water lines with 4 in-line valves, 73 linear feet of 6-inch water lines with 1 in-line valve, 4 hydrants, and other appurtenances to replace water line abandonments and maintain the water system's hydraulic integrity and service to the City of Concord existing customers located along the I-85 (**I-3802A Exit 55-63**) corridor with zero increase to the water demand.

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Date Issued: January 18, 2023  
Project Title: **Christenbury Commons Townhomes- Phase 3**  
Project #: 2020-062B  
Developer: Orleans Conservatory Group Partners, LP  
Lawrence Dugan, Senior VP  
1911 Associates Ln., Suite E  
Charlotte, NC 28217  
P) 215-801-4386 Email) [ldugan@jporleans.com](mailto:ldugan@jporleans.com)

Description: Construction of approximately 773 linear feet of 8-inch water lines with 3 in-line valves, 852 linear feet of 6-inch water lines with 4 in-line valves, 98 linear feet of 2-inch water lines, 3 hydrants, and other appurtenances to provide potable water to serve 63 3-bedroom multi-family residential townhomes located off of Cox Mill Rd. and Edenbury Dr. with an average Domestic water demand of 25,200 GPD.

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Date Issued: January 26, 2023  
Project Title: **Kannapolis Parkway MSD (Mini-Storage-US29A)**  
Project #: 2022-028  
Developer: Mini Storage Depot on Hwy 29A, LLC  
Lance A. Swank, Manager  
3900 Edison Lakes PKWY, Ste. 201  
Mishawaka, IN 46545  
P) 574-247-3215  
Email) [cpatterson@thesterlinggrp.com](mailto:cpatterson@thesterlinggrp.com)

Description: Construction of approximately 493 linear feet of 12-inch water lines with 1 in-line valve, 623 linear feet of 8-inch water lines with 3 in-line valves, 1 hydrant, and other appurtenances to provide potable water to serve a 27,769 sq. ft. mini storage depot located off/on of Hwy 29 and Kannapolis Hwy with an average commercial water demand of 50 GPD.

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Date Issued: February 15, 2023  
Project Title: **Country Club Dr. Culvert Replacement**  
Project #: 2021-043 & Accela PRS2022-01216  
Developer: City of Concord Water Resources  
Crystal Scheip, Project Manager  
P.O. Box 308  
Concord, NC 28026-0308  
P) 704-920-5287  
Email) [scheipc@concordnc.gov](mailto:scheipc@concordnc.gov)

Description: Construction of approximately 206 linear feet of 8-inch water lines with 2 in-line valves, 24 linear feet of 6-inch water lines with 1 in-line valve, 1 hydrant, and other appurtenances to replace the existing water mains located off of Country Club Dr. NE, at the intersection with Three Mile Branch with no increase to the existing water demand.

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Date Issued: February 17, 2023  
Project Title: **Holly Grove Subdivision**  
Project #: 2021-052 & Accela PRS2021-02142  
Developer: David Hughes, Manager  
PO Box 3965  
Mooresville, NC 28117  
P) 980-500-1240  
Email) [dhughes@nestcommunities.com](mailto:dhughes@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 100 Townhomes located off of HWY 29/Concord Pkwy S, with a domestic and commercial water demand of 54,832 GPD.

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# Wastewater Distribution System Extensions: January 1- March 31, 2023

Date Issued: January 9, 2023  
Project Title: **I-85 Widening Y-line Public Sewer Relocation (I-3802A Exit 55-63)**  
Project #: 2014-017 Mod 1\*  
Developer: NCDOT  
Christopher Fine-Resident Engineer  
615 Concord Rd.  
Albemarle, NC 28001  
[lcfine@ncdot.gov](mailto:lcfine@ncdot.gov) P) 704-983-4380

Description: Construction of approximately 89 linear feet of 15-inch sanitary sewer, 943 linear feet of 12-inch sanitary sewer, 84 linear feet of 10-inch sanitary sewer, 1,417 linear feet of 8-inch sanitary sewer, 23 manholes and other appurtenances installed to serve the existing customers located on Goodman Circle NE, US Hwy 29 (Concord Parkway), South Ridge Avenue, Kannapolis Hwy, and Country Club Drive NE, with zero GPD increase to the existing wastewater discharge.

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Date Issued: January 18, 2023  
Project Title: **Christenbury Commons Townhomes- Phase 3**  
Project #: 2020-062B  
Developer: Orleans Conservatory Group Partners, LP  
Lawrence Dugan, Senior VP  
1911 Associates Ln., Suite E  
Charlotte, NC 28217  
P) 215-801-4386 Email) [ldugan@jporleans.com](mailto:ldugan@jporleans.com)

Description: Construction of approximately of approximately 1,591 linear feet of 8-inch sanitary sewer line with 17 manholes and other appurtenances to serve 63 3-bedroom multi-family residential townhomes located off of Cox Mill Rd. and Edenbury Dr., with a Domestic wastewater discharge of 15,120 GPD.

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Date Issued: February 17, 2023  
Project Title: **Holly Grove Subdivision**  
Project #: 2021-052 & Accela PRS2021-02142  
Developer: David Hughes, Manager  
PO Box 3965  
 Mooresville, NC 28117  
P) 980-500-1240  
Email) [dhughes@nestcommunities.com](mailto: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 100 Townhomes located off of HWY 29/Concord Pkwy S with a domestic and commercial wastewater discharge of 28,032 GPD. \*Phased request -Remaining allocation of 6,480 GPD to be requested pending the 2024 WSACC plant expansion.

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**Tax Report for Fiscal Year 2022-2023**

**FINAL REPORT**

**March**

**Property Tax Receipts- Munis**

2022 BUDGET YEAR	424,491.78
2021	10,409.82
2020	2,764.37
2019	1,517.93
2018	1,098.57
2017	1,022.04
2016	891.26
2015	915.64
2014	932.44
2013	563.80
Prior Years	792.70
Interest	20,320.50
Refunds	
	<u>465,720.85</u>

**Vehicle Tax Receipts- County**

2022 BUDGET YEAR	569,394.87
2021	
2020	
2019	
2018	
2017	
2016	
Prior Years	295.53
Penalty & Interest	7,993.78
Refunds	
	<u>577,684.18</u>

**Fire District Tax - County**

2021 BUDGET YEAR	6,639.43
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Less: Collection Fee from County

<b>Net Ad Valorem Collections</b>	<u>1,050,044.46</u>
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423:Vehicle Tag Fee-Transportation Impr Fund	40,605.25
100:Vehicle Tag Fee	164,759.50
292:Vehicle Tag Fee-Transportation Fund	40,605.25
Less Collection Fee - Transit	
<b>Net Vehicle Tag Collection</b>	<u>245,970.00</u>

Privilege License	300.00
Prepaid Privilege Licenses	
Privilege License interest	
<b>Total Privilege License</b>	<u>300.00</u>

Oakwood Cemetery current	1,575.00
Oakwood Cemetery endowment	-
Rutherford Cemetery current	2,825.01
Rutherford Cemetery endowment	699.99
West Concord Cemetery current	3,425.00
West Concord Cemetery endowment	-
<b>Total Cemetery Collections</b>	<u>8,525.00</u>

<b>Total Collections</b>	<u>\$ 1,304,839.46</u>
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<b>Current Year</b>	
<b>Original Scroll</b>	
Levy	
Penalty	
Adjustments	
Public Service	
Levy	
Penalty	
Discoveries/Annex	95,376.24
Discovery Penalty	18,554.04
<b>Total Amount Invoiced - Monthly</b>	<u>113,930.28</u>
<b>Total Amount Invoiced - YTD</b>	68,245,235.38

<b>Current Year</b>	
<b>Less Abatements (Releases)</b>	
Real	9,224.66
Personal	
Discovery	
Penalty - all	
<b>Total Abatements</b>	<u>9,224.66</u>

<b>Adjusted Amount Invoiced - monthly</b>	104,705.62
<b>Adjusted Amount Invoiced - YTD</b>	68,052,044.41

Current Levy Collected	424,491.78
Levy Collected from previous years	20,908.57
Penalties & Interest Collected	20,320.50
Current Month Write Off - Debit/Credit	-
<b>Total Monthly Collected</b>	<u>465,720.85</u>
<b>Total Collected - YTD</b>	67,454,323.82

**Total Collected - net current levy -YTD** 67,005,950.67

Percentage of Collected -current levy 98.46%

Amount Uncollected - current year levy 1,046,093.74

Percentage of Uncollected - current levy 1.54%

100.00%

**CITY OF CONCORD**

**Summary of Releases, Refunds and Discoveries for the Month of March 2023**

<b>RELEASES</b>		
CITY OF CONCORD	\$	<b>9,224.66</b>
CONCORD DOWNTOWN	\$	<b>198.47</b>

<b>REFUNDS</b>		
CITY OF CONCORD	\$	-
CONCORD DOWNTOWN	\$	-

<b>DISCOVERIES</b>							
CITY OF CONCORD							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2016	0	0	0	0.0048	0.00	0.00	
2017	0	0	0	0.0048	0.00	0.00	
2018	0	2,040	2,040	0.0048	9.79	5.87	
2019	0	2,085	2,085	0.0048	10.01	5.01	
2020	0	5,496,017	5,496,017	0.0048	26,380.88	8,286.81	
2021	0	5,035,244	5,035,244	0.0048	24,169.17	5,214.82	
2022	0	9,334,660	9,334,660	0.0048	44,806.37	5,041.53	
<b>Total</b>	<b>0</b>	<b>19,870,046</b>	<b>19,870,046</b>		<b>\$ 95,376.22</b>	<b>\$ 18,554.04</b>	
DOWNTOWN							
TaxYear	Real	Personal	Total	Rate	Calculated	Penalties	
2017	0	0	0	0.0023	0.00	0.00	
2018	0	0	0	0.0023	0.00	0.00	
2019	0	0	0	0.0023	0.00	0.00	
2020	0	0	0	0.0023	0.00	0.00	
2021	0	0	0	0.0023	0.00	0.00	
2022	0	0	0	0.0023	0.00	0.00	
<b>Total</b>	<b>0</b>	<b>0</b>	<b>0</b>		<b>\$ -</b>	<b>\$ -</b>	

City of Concord  
Portfolio Holdings  
Monthly Investments to Council  
Report Format: By Transaction  
Group By: Security Type  
Average By: Cost Value  
Portfolio / Report Group: All Portfolios  
As of 3/31/2023

Description	CUSIP/Ticker	Face Amount/Shares	Cost Value	Maturity Date	YTM @ Cost	% of Portfolio	Settlement Date	Cost Price	Days To Maturity
<b>Commercial Paper</b>									
CP LMA SA LMA AMERS LLC 0 4/5/2023	53944RR59	5,000,000.00	4,921,675.00	4/5/2023	4.897	1.18	12/9/2022	98.4335	5
CP BANCO SANTANDER SA 0 4/17/2023	05970URH3	5,000,000.00	4,951,127.78	4/17/2023	4.676	1.19	1/31/2023	99.022556	17
CP CREDIT AGRICOLE CIB NY 0 4/27/2023	22533URT2	5,000,000.00	4,932,688.90	4/27/2023	4.724	1.18	1/13/2023	98.653778	27
CP ARKANSAS ELEC COOP CORP 0 5/17/2023	04085NSH3	5,000,000.00	4,944,233.35	5/17/2023	4.834	1.19	2/22/2023	98.884667	47
CP BARCLAYS BKPLC 0 5/22/2023	06744GM25	5,000,000.00	4,935,468.06	5/22/2023	4.853	1.19	2/14/2023	98.709361	52
CP INOVA HEALTH SYS 0 6/16/2023	45778PTG4	5,000,000.00	4,936,426.39	6/16/2023	5.095	1.19	3/17/2023	98.728528	77
CP MUFG BANK LTD 0 6/27/2023	62479MTT0	5,000,000.00	4,916,804.17	6/27/2023	4.952	1.18	2/24/2023	98.336083	88
CP CHESHAM FNC 0 6/30/2023	16536JTW7	5,000,000.00	4,934,783.35	6/30/2023	5.228	1.19	3/31/2023	98.695667	91
CP MOUNTCLIFF FDG LLC 0 7/5/2023	62455BU52	5,000,000.00	4,928,933.35	7/5/2023	5.407	1.18	3/31/2023	98.578667	96
CP PEPSICO INC 0 7/10/2023	71344UUA5	5,000,000.00	4,926,425.00	7/10/2023	4.933	1.18	3/23/2023	98.5285	101
Sub Total / Average Commercial Paper		50,000,000.00	49,328,565.35		4.960	11.85		98.657506	60
<b>FFCB Bond</b>									
FFCB 0.14 5/18/2023-21	3133EMZP0	5,000,000.00	4,997,000.00	5/18/2023	0.170	1.20	5/18/2021	99.94	48
FFCB 0.32 8/10/2023-21	3133EL3E2	5,000,000.00	5,000,000.00	8/10/2023	0.320	1.20	8/10/2020	100	132
FFCB 0.19 9/22/2023-21	3133EMLE0	5,000,000.00	5,000,000.00	9/22/2023	0.190	1.20	12/22/2020	100	175
FFCB 0.31 11/30/2023-21	3133EMHL9	5,000,000.00	5,000,000.00	11/30/2023	0.310	1.20	11/30/2020	100	244
FFCB 0.23 1/19/2024	3133EMNG3	5,000,000.00	4,997,850.00	1/19/2024	0.244	1.20	1/19/2021	99.957	294
FFCB 0.25 3/1/2024-21	3133EMSD5	5,000,000.00	4,990,000.00	3/1/2024	0.317	1.20	3/4/2021	99.8	336
FFCB 0.33 4/5/2024-22	3133EMVD1	3,470,000.00	3,467,918.00	4/5/2024	0.354	0.83	9/22/2021	99.94	371
FFCB 0.46 8/19/2024-21	3133EM2U5	5,000,000.00	5,000,000.00	8/19/2024	0.460	1.20	8/19/2021	100	507
FFCB 0.43 9/10/2024-20	3133EL6V1	5,000,000.00	5,000,000.00	9/10/2024	0.430	1.20	9/11/2020	100	529
FFCB 0.63 10/21/2024-22	3133ENBM1	4,189,000.00	4,172,244.00	10/21/2024	0.768	1.00	11/12/2021	99.6	570
FFCB 0.97 12/9/2024-22	3133ENGN4	5,000,000.00	5,000,000.00	12/9/2024	0.970	1.20	12/10/2021	100	619
FFCB 0.71 4/21/2025-22	3133EMWH1	5,000,000.00	5,000,000.00	4/21/2025	0.710	1.20	4/21/2021	100	752
FFCB 0.53 9/29/2025-21	3133EMBH4	5,000,000.00	5,000,000.00	9/29/2025	0.530	1.20	9/29/2020	100	913
FFCB 1.21 12/22/2025-22	3133ENHU7	5,000,000.00	5,000,000.00	12/22/2025	1.210	1.20	12/22/2021	100	997
FFCB 0.625 6/16/2026-21	3133EMKV3	5,000,000.00	5,000,000.00	6/16/2026	0.625	1.20	12/17/2020	100	1,173
FFCB 0.94 9/28/2026-22	3133EM6E7	5,000,000.00	5,000,000.00	9/28/2026	0.940	1.20	9/28/2021	100	1,277
FFCB 1.55 3/30/2027-23	3133ELUN2	5,000,000.00	5,000,000.00	3/30/2027	1.550	1.20	3/30/2020	100	1,460
FFCB 1.4 3/10/2028-22	3133EMSW3	5,000,000.00	5,000,000.00	3/10/2028	1.400	1.20	3/10/2021	100	1,806
FFCB 1.5 3/23/2028-22	3133EMUB6	5,000,000.00	5,000,000.00	3/23/2028	1.500	1.20	3/23/2021	100	1,819
FFCB 1.04 1/25/2029-22	3133EMNL2	5,000,000.00	4,986,250.00	1/25/2029	1.076	1.20	2/16/2021	99.725	2,127
FFCB 1.55 3/15/2029-22	3133EMSX1	5,000,000.00	4,960,000.00	3/15/2029	1.658	1.19	3/24/2021	99.2	2,176
Sub Total / Average FFCB Bond		102,659,000.00	102,571,262.00		0.755	24.64		99.914899	882
<b>FHLB Bond</b>									
FHLB 0.3 9/29/2023-21	3130AK3S3	5,000,000.00	5,000,000.00	9/29/2023	0.300	1.20	9/29/2020	100	182
FHLB 0.22 10/5/2023-21	3130AKAF3	5,000,000.00	4,992,500.00	10/5/2023	0.270	1.20	10/5/2020	99.85	188
FHLB 0.3 11/27/2023-21	3130AKGL4	5,000,000.00	5,000,000.00	11/27/2023	0.300	1.20	11/27/2020	100	241
FHLB 0.3 2/9/2024-21	3130AMHP0	5,000,000.00	5,000,000.00	2/9/2024	0.300	1.20	6/9/2021	100	315
FHLB 2.5 2/13/2024	3130AFW94	520,000.00	554,662.30	2/13/2024	0.225	0.13	3/4/2021	106.665827	319
FHLB 0.45 4/29/2024-21	3130ALYE8	5,000,000.00	5,000,000.00	4/29/2024	0.450	1.20	4/29/2021	100	395
FHLB 0.375 5/24/2024-21	3130AMPB2	5,000,000.00	5,000,000.00	5/24/2024	0.375	1.20	5/28/2021	100	420
FHLB 0.4 5/24/2024-21	3130AMEP3	5,000,000.00	5,000,000.00	5/24/2024	0.400	1.20	5/24/2021	100	420
FHLB 0.4 6/7/2024-21	3130AMKX9	5,000,000.00	5,000,000.00	6/7/2024	0.400	1.20	6/7/2021	100	434
FHLB 0.5 7/15/2024-21	3130AMXL1	5,000,000.00	5,000,000.00	7/15/2024	0.500	1.20	7/15/2021	100	472

FHLB 0.5 7/29/2024-21	3130ANCU2	5,000,000.00	5,000,000.00	7/29/2024	0.500	1.20	7/29/2021	100	486
FHLB 0.45 8/27/2024-20	3130AJZH5	5,000,000.00	5,000,000.00	8/27/2024	0.450	1.20	8/28/2020	100	515
FHLB 1.27 1/27/2025-23	3130AQMJ9	5,000,000.00	5,000,000.00	1/27/2025	1.270	1.20	1/27/2022	100	668
FHLB 0.4 7/15/2025-21	3130AKM29	5,000,000.00	4,999,000.00	7/15/2025	0.405	1.20	1/29/2021	99.98	837
FHLB 0.5 10/20/2025-21	3130AKNK8	5,000,000.00	4,999,000.00	10/20/2025	0.504	1.20	1/20/2021	99.98	934
FHLB Step 12/30/2025-21	3130AKLH7	5,000,000.00	5,000,000.00	12/30/2025	0.636	1.20	12/30/2020	100	1,005
FHLB Step 1/29/2026-21	3130AKRA6	5,000,000.00	5,000,000.00	1/29/2026	1.002	1.20	1/29/2021	100	1,035
FHLB 0.53 2/17/2026-21	3130AKWS1	5,000,000.00	4,995,000.00	2/17/2026	0.550	1.20	2/17/2021	99.9	1,054
FHLB 0.8 3/10/2026-21	3130ALFS8	5,000,000.00	5,000,000.00	3/10/2026	0.800	1.20	3/10/2021	100	1,075
FHLB Step 4/29/2026-21	3130ALZA5	5,000,000.00	5,000,000.00	4/29/2026	1.432	1.20	4/29/2021	100	1,125
FHLB 0.825 8/17/2027-21	3130AJXH7	5,000,000.00	4,986,250.00	8/17/2027	0.866	1.20	8/28/2020	99.725	1,600
FHLB 2.32 11/1/2029-22	3130AHEU3	5,000,000.00	5,000,000.00	11/1/2029	2.320	1.20	11/1/2019	100	2,407
Sub Total / Average FHLB Bond		105,520,000.00	105,526,412.30		0.666	25.35		100.008318	750
FHLMC Bond									
FHLMC 0.25 9/8/2023	3137EAEW5	400,000.00	400,444.00	9/8/2023	0.211	0.10	11/5/2020	100.111	161
FHLMC 0.3 12/14/2023-21	3134GXEW0	5,000,000.00	5,000,000.00	12/14/2023	0.300	1.20	12/14/2020	100	258
FHLMC 5.05 6/14/2024-23	3134GY5E8	5,000,000.00	5,000,000.00	6/14/2024	5.050	1.20	12/14/2022	100	441
FHLMC 3 6/28/2024-22	3134GXWZ3	5,000,000.00	5,000,000.00	6/28/2024	3.000	1.20	6/28/2022	100	455
FHLMC 0.45 7/29/2024-22	3134GWFS0	2,250,000.00	2,250,000.00	7/29/2024	0.450	0.54	9/24/2021	100	486
FHLMC 1.5 2/12/2025	3137EAEP0	1,305,000.00	1,296,987.51	2/12/2025	1.715	0.31	3/4/2022	99.386016	684
FHLMC 5.25 3/21/2025-23	3134GYA77	5,000,000.00	5,000,000.00	3/21/2025	5.250	1.20	12/21/2022	100	721
FHLMC 5.25 6/30/2025-23	3134GY6T4	4,596,000.00	4,596,000.00	6/30/2025	5.250	1.10	12/30/2022	100	822
FHLMC Step 6/30/2025-22	3134GXVT8	5,000,000.00	5,000,000.00	6/30/2025	3.676	1.20	6/30/2022	100	822
FHLMC 0.375 7/21/2025	3137EAEU9	1,315,000.00	1,215,559.70	7/21/2025	3.063	0.29	8/4/2022	92.438	843
FHLMC 0.375 9/23/2025	3137EAEX3	1,570,000.00	1,405,668.10	9/23/2025	4.166	0.34	10/6/2022	89.533	907
FHLMC 0.375 9/23/2025	3137EAEX3	1,010,000.00	893,535.53	9/23/2025	4.694	0.21	11/4/2022	88.468864	907
FHLMC 0.375 9/23/2025	3137EAEX3	560,000.00	504,624.88	9/23/2025	4.156	0.12	12/6/2022	90.111586	907
FHLMC 0.8 7/14/2026-21	3134GV5T1	5,000,000.00	5,000,000.00	7/14/2026	0.800	1.20	7/14/2020	100	1,201
Sub Total / Average FHLMC Bond		43,006,000.00	42,562,819.72		3.141	10.22		99.061376	679
FNMA Bond									
FNMA 0.3 8/10/2023-22	3135G05R0	4,000,000.00	3,973,000.00	8/10/2023	0.731	0.95	1/12/2022	99.325	132
FNMA 0.31 8/17/2023-22	3136G4K51	5,000,000.00	5,000,000.00	8/17/2023	0.310	1.20	8/17/2020	100	139
FNMA 2.875 9/12/2023	3135G0U43	420,000.00	453,558.00	9/12/2023	0.221	0.11	9/4/2020	107.99	165
FNMA 0.3 10/27/2023-21	3136G46A6	5,000,000.00	5,000,000.00	10/27/2023	0.300	1.20	10/27/2020	100	210
FNMA 0.25 11/27/2023	3135G06H1	1,040,000.00	1,039,505.82	11/27/2023	0.266	0.25	12/3/2020	99.952483	241
FNMA 0.25 11/27/2023	3135G06H1	1,235,000.00	1,236,082.16	11/27/2023	0.220	0.30	1/7/2021	100.087624	241
FNMA 0.25 11/27/2023	3135G06H1	1,430,000.00	1,432,245.92	11/27/2023	0.194	0.34	2/4/2021	100.157057	241
FNMA 0.25 11/27/2023	3135G06H1	5,000,000.00	4,787,582.75	11/27/2023	4.800	1.15	12/9/2022	95.751655	241
FNMA 0.28 12/29/2023-21	3135GABN0	5,000,000.00	5,000,000.00	12/29/2023	0.280	1.20	12/29/2020	100	273
FNMA 2.5 2/5/2024	3135G0V34	1,500,000.00	1,590,870.00	2/5/2024	0.225	0.38	6/3/2021	106.058	311
FNMA 1.75 7/2/2024	3135G0V75	945,000.00	983,130.75	7/2/2024	0.390	0.24	7/7/2021	104.035	459
FNMA 1.75 7/2/2024	3135G0V75	565,000.00	588,487.72	7/2/2024	0.313	0.14	8/5/2021	104.157119	459
FNMA 0.455 8/27/2024-21	3136G4Y72	5,000,000.00	5,000,000.00	8/27/2024	0.455	1.20	8/28/2020	100	515
FNMA 1.625 10/15/2024	3135G0W66	1,740,000.00	1,797,259.31	10/15/2024	0.527	0.43	10/6/2021	103.290765	564
FNMA 1.625 10/15/2024	3135G0W66	640,000.00	656,959.05	10/15/2024	0.714	0.16	11/4/2021	102.649852	564
FNMA 0.5 12/16/2024-21	3135G06M0	5,000,000.00	4,989,850.00	12/16/2024	0.560	1.20	7/19/2021	99.797	626
FNMA 1.625 1/7/2025	3135G0X24	1,055,000.00	1,072,574.78	1/7/2025	1.060	0.26	1/5/2022	101.665856	648
FNMA 0.625 4/22/2025	3135G03U5	1,360,000.00	1,268,407.71	4/22/2025	3.017	0.30	5/5/2022	93.265273	753
FNMA 0.5 6/17/2025	3135G04Z3	925,000.00	861,249.00	6/17/2025	2.892	0.21	6/6/2022	93.108	809
FNMA 0.5 6/17/2025	3135G04Z3	1,365,000.00	1,271,599.52	6/17/2025	2.943	0.31	7/7/2022	93.157474	809
FNMA 0.7 7/14/2025-21	3136G4YH0	5,000,000.00	5,000,000.00	7/14/2025	0.700	1.20	7/14/2020	100	836
FNMA 0.55 8/19/2025-22	3136G4H63	5,000,000.00	5,000,000.00	8/19/2025	0.550	1.20	8/19/2020	100	872
FNMA 0.58 8/25/2025-22	3136G4J20	5,000,000.00	5,000,000.00	8/25/2025	0.580	1.20	8/25/2020	100	878
FNMA 0.375 8/25/2025	3135G05X7	920,000.00	839,132.00	8/25/2025	3.521	0.20	9/7/2022	91.21	878
FNMA 0.5 11/7/2025	3135G06G3	1,295,000.00	1,169,555.72	11/7/2025	4.152	0.28	1/5/2023	90.313183	952
FNMA 0.5 11/7/2025	3135G06G3	830,000.00	743,924.04	11/7/2025	4.682	0.18	3/7/2023	89.629402	952

FNMA 0.73 10/29/2026-21	3136G46F5	5,000,000.00	5,000,000.00	10/29/2026	0.730	1.20	10/29/2020	100	1,308
FNMA 0.8 11/4/2027-22	3135GA2L4	5,000,000.00	5,000,000.00	11/4/2027	0.800	1.20	11/4/2020	100	1,679
Sub Total / Average FNMA Bond		76,265,000.00	75,754,974.25		1.029	18.20		99.416109	632
Local Government Investment Pool									
NCCMT LGIP	NCCMT599	88,295.16	88,295.16	N/A	4.720	0.02	6/29/2012	100	1
NCCMT LGIP	NCCMT481	25,008,021.32	25,008,021.32	N/A	4.720	6.01	12/31/2005	100	1
NCCMT LGIP	NCCMT271	192,226.26	192,226.26	N/A	4.720	0.05	12/31/2005	100	1
Sub Total / Average Local Government Investment Pool		25,288,542.74	25,288,542.74		4.720	6.07		100	1
Money Market									
PINNACLE BANK MM	PINNACLE	15,300,268.19	15,300,268.19	N/A	4.740	3.68	3/31/2019	100	1
Sub Total / Average Money Market		15,300,268.19	15,300,268.19		4.740	3.68		100	1
Total / Average		418,038,810.93	416,332,844.55		1.912	100		99.619877	599